



Board of Supervisors

**WALWORTH COUNTY BOARD OF SUPERVISORS
MEETING**

TUESDAY, OCTOBER 11, 2011 AT 6:00 P.M.

County Board Room
Walworth County Government Center
100 W. WALWORTH STREET
ELKHORN, WI
Nancy Russell – Chair
Dan Kilkenny – Vice Chair

A G E N D A

Call to Order

Pledge of Allegiance

Invocation

- David A. Bretl, Walworth County Administrator

Roll Call

Withdrawals from Agenda, if any

Approval of the Agenda

Approval of the Minutes

- September 8, 2011 Committee of the Whole Meeting
- September 8, 2011 Public Hearing & Walworth County Board Meeting

Comment Period by Members of the Public Concerning Items on the Agenda

Appointments/Elections

1. Walworth County Housing Authority
 - June Yantis – Re-appointment to an additional five-year term to begin upon Board confirmation and end on June 30, 2016. (Recommended by the Executive Committee 5-0)
2. Agriculture & Extension Education Committee
 - Michael G. Krejci – Citizen Member
 - Mary Kay Merwin – Citizen Member
 - Kathleen Papcke – Citizen Member
 - Robert Handel – Alternate Citizen Member
 - Kathy Baumeister – Alternate Citizen Member(Recommended by the Executive Committee 5-0)

Communications and Matters to Be Referred

1. Claims Received After Agenda Mailing

2. Claims: a) Everbank vs. Duane A. Gallo and Jane Doe, Jennifer L. Von Bampus f/k/a Jennifer L. Gallo and John Doe, Baxter Credit Union, and Walworth County. (To be referred to the Executive Committee)
3. Communication from Lily Homstad, Wireless Broadband for Wisconsin, regarding the *Wireless Broadband for All* campaign (To be referred to the Executive Committee)
4. Resolution 2011-09-54 from Lincoln County – To Support H.R. 1489 of the United States Congress: The Return to Prudent Banking Act (To be referred to the Executive Committee)
5. Correspondence from the Walworth County Human Resources Committee regarding Chapter 15 changes (To be referred back to the Human Resources Committee)(It is anticipated that the Board will discuss this item at the meeting)
6. Report of the County Clerk Concerning Communications Received by the Board and Recommended to be Placed on File
7. Report of the County Clerk Concerning Communications Received by the Board After Agenda Mailing
8. Report of the County Clerk Concerning Zoning Petitions (To be referred to the County Zoning Agency)

Unfinished Business

New Business

Reports of Standing Committees

County Zoning Agency Report of Proposed Zoning Amendments

1. Communications from Wassel, Harvey & Schuk, LLP with Town of Bloomfield Ordinance No. 1064 – Approved: 7-0 (September 15, 2011, County Zoning Agency meeting)
2. Communications from Wassel, Harvey & Schuk, LLP with Town of Bloomfield, Ordinance No. 1065 – Approved: 7-0 (September 15, 2011, County Zoning Agency meeting)
3. Mario DeLuca, Town of Lafayette, Rezone approximately 2.51 acres of A-1 Prime Agricultural to A-4 Agricultural Related Manufacturing, Warehousing and Marketing District for an agricultural products storage and distribution business – Approved: 7-0 (September 15, 2011, County Zoning Agency public hearing)
4. Palmer & Palmer Ltd. Partnership, Walworth Township, Rezone 10.23 acres of A-1 Prime Agricultural District to C-2 Upland Resource Conservation District for creation of two lots to be included in a three lot C.S.M. with an additional R-1 lot. Portions of the parcels are in the Shoreland Zoning jurisdiction of Lake Petite – Approved: 6-1 (September 15, 2011 County Zoning Agency public hearing)

Executive Committee

1. Ord. No. 692-10/11 – Amending Chapter 16 of the Walworth County Code of Ordinances Relating to Prohibition of Firearms – *Vote Required: Majority* (Recommended by the Executive Committee 5-0 and Public Works Committee 4-1)

2. Res. No. 55-10/11 – Denying the Claim of James Kyle – *Vote Required: Majority* (Recommended by the Executive Committee 5-0)
3. Res. No. 56-10/11 – Denying the Claim of Sean Rebholz – *Vote Required: Majority* (Recommended by the Executive Committee 5-0)
4. Res. No. 57-10/11 – Denying the Claim of Ryan Hayes – *Vote Required: Majority* (Recommended by the Executive Committee 5-0)
5. Res. No. 58-10/11 – Denying the Claim of Amberlyn Vavrusa – *Vote Required: Majority* (Recommended by the Executive Committee 5-0)
6. Res. No. 59-10/11 – Denying the Claim of Michele P. Ciosek – *Vote Required: Majority* (Recommended by the Executive Committee 5-0)
7. Res. No. 60-10/11 – Extending the Employment Contract of County Administrator David A. Bretl – *Vote Required: Two-thirds* (Recommended by the Executive Committee 5-0)
8. Res. No. 61-10/11 – Approving a Fifth Revised Amendment to the Employment Contract of Michael Cotter for Performing the Duties of Deputy Corporation Counsel – *Vote Required: Two-thirds* (Recommended by the Executive Committee 5-0)

Finance Committee

1. Ord. No. 691-10/11 – Amending Section 30-262(c) of the Walworth County Code of Ordinances Relating to Surplus Property – *Vote Required: Majority* (Recommended by the Finance Committee 5-0)
2. Res. No. 53-10/11 – Resolution Authorizing the Partial Redemption of General Obligation Promissory Notes, Dated November 1, 2003 – *Vote Required: Majority* (Recommended by the Finance Committee 5-0)
3. Res. No. 54-10/11 – Authorizing 2011 International Sign Truck #93 to be Declared Surplus and Authorizing Staff to Dispose of the Asset in the Manner Most Advantageous to the County – *Vote Required: Majority* (Recommended by the Finance Committee 5-0)

Human Resources Committee

1. Ord. No. 693-10/11 – Amending Section 15-60 of the Walworth County Code of Ordinances Relating to Nepotism – *Vote required: Majority* (Recommended by the Human Resources Committee 5-0)
2. Ord. No. 694-10/11 – Amending Section 15-17 of the Walworth County Code of Ordinances Relating to the Reduction of a Clerk Position in Register of Deeds – *Vote required: Majority* (Recommended by the Human Resources Committee 5-0)

Public Works Committee

1. Res. No. 62-10/11 – Naming a Segment of Walworth County Roadway – *Vote required: Majority* (Recommended by the Public Works Committee 4-0)

Reports of Special Committees

Comment Period by Members of the Public Concerning Items Not on the Agenda

Chairperson's Report

Adjournment

Kimberly S. Bushey

Walworth County Clerk

**Supervisors and Committees: Please submit titles for November 8, 2011 agenda items on or before Wednesday, October 26, 2011.

**SEPTEMBER 8, 2011 SESSION
OF THE
WALWORTH COUNTY BOARD OF SUPERVISORS
COMMITTEE OF THE WHOLE**

The Walworth County Board Committee of the Whole meeting was called to order by Chair Russell at 5:00 p.m. at the Government Center, 100 W. Walworth Street, Elkhorn, Wisconsin.

Roll Call

Roll Call was conducted and following Supervisors were present: Richard Brandl, Jerry A. Grant, Randy Hawkins, Kathy Ingersoll, Vice-Chair Daniel G. Kilkenny, Carl Redenius, Russ Wardle, David A. Weber, and Chair Nancy Russell. Joe Schaefer and Rick Stacey were absent and excused.

- **The purpose of the meeting will be for the Administrator to present his proposed 2012 budget and to hold a budget workshop**

David Bretl, County Administrator, presented an overview of the 2012 Administrator's Budget. A copy of the 2012 Administrator's Budget book was distributed to those present.

Bretl stated the county administrator is responsible for preparing the first draft of the budget, which is called the Administrator's Budget and gave an overview of the budget process.

Bretl referred to the Administrator's Budget book, which shows a comparison of the 2010 and 2011 levies. The overall county levy that this budget proposes would increase 0.14%. He said that the county portion that he has control over in a limited fashion, such as debt service, county operating budget and CDEB, have actually decreased. The library levy has a 6.5% increase, which in absolute dollar terms is not a large increase. The communities and municipalities that are served by libraries do not have to pay this levy. This levy is applied to the towns that utilize municipal libraries. It is not his recommendation for departments who have already cut considerably under this budget, to cut further in order to make an absolute zero to negate the library increase. He added that declining debt service has helped this year and the operating levy is at one of the lowest it has been since he has been with Walworth County. Also, the CDEB portion continues to decline primarily due to the staff transfers to the school districts.

Between September 22, 2011 and November 8, 2011, Supervisors can formulate budget amendments. The budget adoption is set for November 8, 2011.

Bretl explained each of the **2012 Budget Themes. Local Impacts of the Sluggish National Economy**: He said that the equalized value of real taxable property has declined from the 2009 level. He added it is better than last year but it is still trending down. Property in the county is worth \$700 million less than in 2009. He said they are projecting the investment income to be lower. He added that sales tax declined about \$1,000,000 since the end of 2008. Real estate activity in the county relative to the monies collected for recording documents and issuing zoning permits has decreased as well.

Impacts of the State Budget: Bretl said that this was a major factor that played into the preparation of this budget. The Budget Repair Bill, which the Governor had outlined first and had laid out the tools for municipalities for upcoming cuts, called for the elimination of many collective bargaining rights. The requirement that public workers pay 5.8% of their income towards their pension was the single biggest reason why this budget came out at essentially zero. He also added that pay reduction is demoralizing to employees. He said he thought the county has a good workforce and added he hoped the board keeps in mind that we need to have a quality workforce here. He also said that at some point we will no longer be able to balance the budget with just employee reductions.

Strengthening our Financial Position: Bretl urged the board to be cautious of underlying pillars that may not be properly funded. One example Bretl gave was the self-funded health insurance program. It is included in the budget to have a 4.4% rate increase. He added that there is a healthy balance in this fund; however, he said there still should be a rate increase because there was a freeze in 2011 and we have an industry that is increasing their costs about \$12,000 each year. He stated that the concern is that if we do not do a modest increase this year, we will be looking at a much more significant increase in the future. Employees currently pay 7-12% of the premium depending on their participation in the wellness program. This budget does not split the premium increase which is a recent proposal by the Human Resources Committee and will be debated later.

Other Post Employment Benefits (OPEB) is another example of a pillar underlying the financial strength that we have in the county. Bretl said we started this in 2005 with a \$300,000 contribution. This budget designates another \$3.6 million to deposit into OPEB. He added the unfunded portion gets smaller each year. He said we have made significant progress on our OPEB liability. He stated each time we re-value it, our OPEB liability increases because the cost of health insurance increases.

Information technology: Bretl stated the first budget he prepared had 1054 full-time equivalent (FTE) positions and this budget requests funding for about 809 FTEs. We have been able to do this because of automation and technology. There are a number of programs out there that are helping to make our workers more productive. This budget contains a number of important IT projects and also has a proposed outsourcing of server maintenance.

Planning for the Future:

Corrections: Bretl stated there will be some dramatic proposals in relation to Corrections this fall. The Sheriff has indicated his desire to assist the county and county taxpayers in terms of deferring construction of a new jail expansion. He advised the board that they will see a capital plan that calls for remodeling at the jail. This plan would call for a reduction of ten corrections positions, which hopefully can be accomplished through attrition.

Bretl stated we are in the process of establishing a Committee of the Whole meeting on the OAWI Court. He stated it is a court that has an evidence based approach to treat people with problems with alcohol rather than incarcerating them and there is \$100,000 earmarked to the program.

Lakeland Health Care Center: Bretl said that in order to sustain this 160-year old program, there is a responsibility to run it as effectively as possible but still maintain a high quality of care. This budget proposes outsourcing the janitorial and laundry positions, and also a significant change in food service where the food would be more centered in the particular units. He stated the certified nursing assistants would be more involved in this and it would call for the elimination of some food service workers. This budget calls for the reduction and elimination of a number of positions and there may be some opportunities if we start the discussions early to get employees trained in other positions. He added that two of the facilities in Manitowoc and Jefferson counties that were studied when we were building our facility have privatized. He added that if we want to maintain this program, we will have to look at costs very carefully.

Communications: Bretl stated we have made improvements to our dispatch center in terms of staffing and added positions over the years. He also stated that Sheriff Graves has requested funding assistance with a computer consultant but are also studying the issue of supervision in general. He said interest has been expressed by municipalities to make this a centralized service which they could use. We currently dispatch for some municipalities now. This may increase the county levy, but could save taxpayers countywide.

Community Enhancements: Bretl stated there are programs that the county is obligated and mandated to provide for and others that are not mandated. He referred to Figure 11 of the budget book, which lists programs that we are supportive of but not mandated to provide.

2013 & Beyond:

Bretl referred to Appendix A of the budget book, which shows the personnel actions. He added these will be discussed throughout the budget process. He also referred to the Divisional Tax Appropriation Comparison and urged the board to use caution when reviewing this. He urged the board to look at the bottom line and what the taxes are going to be.

Bretl then discussed the Capital Improvement Plan. He stated that 2012 is the only year the county board is committing itself to for capital items. He added that the rest of the out years are put on this list for the purpose of planning. There is a list of projects beyond 2016 that the Public Works Committee can deal with during the course of the year and figure out whether or not it makes it on the 2015 or 2016 year. He stated the capital plan is relatively modest given the size and scope of the county operations. He added there are some projects throughout the county facilities. For example, the tax management system is an important one in order to get the tax key numbers to match the rest of the State of Wisconsin. Another example he gave was the elevator at Health and Human Services, which he felt was important.

Bretl concluded his presentation of the Administrator's Budget by opening up the discussion for any questions.

Nicki Andersen, Deputy Administrator-Finance, stated budget detail will be available in October.

Adjournment

On motion by Supervisor Weber, seconded by Supervisor Grant, the meeting was adjourned at 5:38 p.m.

STATE OF WISCONSIN)
)SS
COUNTY OF WALWORTH)

I, Kimberly S. Bushey, County Clerk in and for the County aforesaid, do hereby certify that the foregoing is a true and correct copy of the proceedings of the County Board of Supervisors Committee of the Whole for the September 8, 2011 meeting.

(These minutes are not final until approved by the County Board at the next regularly scheduled County Board meeting.)

**SEPTEMBER 8, 2011
WALWORTH COUNTY BOARD OF SUPERVISORS
PUBLIC HEARING**

**2011 REDISTRICTING PLAN
FOR WALWORTH COUNTY**

The Walworth County Board of Supervisors meeting was called to order by Chair Russell at 6:00 p.m. in the County Board Room at the Government Center, 100 W. Walworth Street, Elkhorn, Wisconsin.

Roll call was conducted and the following supervisors were present: Richard Brandl, Jerry A. Grant, Randy Hawkins, Kathy Ingersoll, Vice-Chair David G. Kilkenny, Carl Redenius, Joe Schaefer, Russ Wardle, David A. Weber, and Chair Nancy Russell. Rick Stacey was absent and excused. A quorum was established.

Presentation of the Alternative Walworth County Redistricting Plan August 2011

Bretl stated we have had this plan before us for several months; therefore, SEWRPC was not invited to this meeting based on the lack of public questions and comments. At the last meeting, some modifications were proposed by the majority of this board and it was still required that the Towns of Delavan and Darien make some adjustments in order to incorporate changes that were suggested by the board. The Towns of Delavan and Darien approved the plan and modifications and incorporated the changes into their revised ward plan. The final step now is to have this public hearing on the map that was amended at the last meeting. After the close of the public hearing, it appears on our agenda as an action item to approve.

Public Input and General Discussion

There was none.

On motion by Supervisor Weber, seconded by Supervisor Schaefer, the Public Hearing was closed at 6:04 p.m.

**THE SEPTEMBER 8, 2011 SESSION
OF THE
WALWORTH COUNTY BOARD OF SUPERVISORS**

The Walworth County Board of Supervisors meeting was called to order by Chair Russell at 6:05 p.m. in the County Board Room at the Walworth County Government Center, 100 W. Walworth Street, Elkhorn, Wisconsin.

Roll call was conducted and the following supervisors were present: Richard Brandl, Jerry A. Grant, Randy Hawkins, Kathy Ingersoll, Vice-Chair David G. Kilkenny, Carl Redenius, Joe Schaefer, Russ Wardle, David A. Weber, and Chair Nancy Russell. Rick Stacey was absent and excused. A quorum was established.

David A. Weber, Walworth County Board Supervisor, District #7, delivered the invocation.

Amendments, Withdrawals, and Approval of Agenda

On motion by Supervisor Weber, seconded by Supervisor Schaefer, the agenda was approved by voice vote.

Approval of the Minutes

On motion by Supervisor Schaefer, seconded by Supervisor Grant, the minutes of the August 9, 2011 Public Hearing and Walworth County Board Meeting were approved by voice vote.

Comment Period by Members of the Public Concerning Items on the Agenda

Vicki Blakeslee, W5646 Lake Shore Drive. Ms. Blakeslee spoke to the board regarding the 4.4% health insurance increase. She stated she is the President of Lakeland Education Association. She stated she has a hard time understanding the increase when she has read that Walworth County employees are healthy and getting healthier, as well as when there is a balance of \$9 million in health reserves.

Nick Kasmer, 6517 94th Ave., Kenosha. Mr. Kasmer stated he is the staff representative of AFSCME employees in Walworth County. He spoke to the board regarding two issues: the proposed grievance procedure and the health insurance premiums. He referred to the grievance procedure under Section 15-917, subsection D, which notes the burden of proof for hearings. Under the current system, for discipline hearings, the employer has the burden of proof and in contract matters, the employees have the burden of proof. He stated that to his understanding under the proposed procedure, the employee will have the burden of proof in all cases even in discipline cases. He asked that the current procedure continue as it is. He also spoke about the impartial hearing officer and asked that a true impartial hearing officer be used. He expressed his concern of having an employee of another municipality for these types of hearings. He didn't think they could be fully impartial. He also thought it would be difficult for a Human Resources Director from Dane County to be impartial as well. He stated he would like the proposal to be changed to some kind of arbitrator or neutral.

The second issue Mr. Kasmer spoke on was in regards to the health insurance premium increase. He stated that this issue can only be solved by collaboration and cooperation between parties. Walworth County is a great example of working together to bring down premiums and stop these large increases, and he hopes the cooperation continues. He stated the 50% split of the premium increase being proposed will have a significant impact on employees who are also going to see 5.8% coming out of their pay for their WRS contribution. He also said this will especially be difficult for the lower paid positions. He asked the board to keep the current system in place.

Charlene Staples, W7898 Creek Road. Ms. Staples spoke to the board in regard to Lakeland Health Care Center employees. She stated she is a certified nursing attendant with 20 years of service to Walworth County. She added the Administrator had recently called meetings and informed them that janitors, housekeepers, linen, and kitchen staff with the exception of the cooks will be losing their jobs as soon as January 6, 2012. One of the employees that will be losing their job has over 30 years of service to the county. She also added that because of these cuts, some of the duties will be added to the certified nursing attendant's duties. She stated that

she loves her job and not many people can do this type of work. She asked the board to keep this in mind when they make their decision for the elderly and needy of this county.

Kenneth Baumeister, 2831 Berndt Road, Lyons Township. Mr. Baumeister spoke to the board regarding the county health insurance program. He stated he is retired, but his wife works for the county at the nursing home. He said that in his past experience working for Local 43 in Racine County, they had the Racine County Health and Welfare Fund and they received bids every year for the administrator of this fund. He also added it saved a lot of money by going to another company to administer the fund. He asked the board what the bids were from other companies besides Auxiant. He said it might be better to outsource the insurance rather than outsourcing positions. He asked for an explanation why premiums are \$2400 per month as he feels this is higher than average.

Bob Schiltz, 2142 Sheridan Springs Road, Lyons Township. Mr. Schiltz stated he is a member of the Deputy Sheriffs Association and is one of two deputy sheriffs that sits on the Labor Management and Insurance Committee. He stated his goal was to educate more on the numbers of the health insurance premiums. He stated there is confusion over how much an employee actually pays for their health insurance. He stated he believed the actual number was firmly 20% when you factor in the amount the employee pays, employee and retiree cost-sharing, deductibles, copays, and coinsurance. He stated that over the last two years, the tax equivalent to the taxpayer has decreased \$800,000 per year from its peak in 2008, which equates to a \$1.6 million cost avoidance to the taxpayers. He also said that three years ago, an ordinance was passed by this board requiring an insurance reserve fund built up to a cost of three to four months of the net claims of the previous year's insurance. He stated the current balance of this fund is \$9.6 million, which means the county has exceeded their ordinance by \$5 million and that we are on track to come in again at or under budget this year. He added that at the last Labor Management meeting approximately two months ago, they met with Walworth County's new health insurance representative. At this meeting, he discussed three plans that could be implemented, some of which are at no cost to the county and have the potential of saving large amounts of money. He stated that nothing has been done on these plans by the county since this meeting. He stated he has a hard time understanding how the board can ask to pass on an expense to the employees when its own advisor is suggesting programs that can easily offset the increase. He added the county has the reserve fund in place to offset that increase, and if we do not reach the 4.4%, the money can go back into the fund. He also said if we do hit or exceed the increase, it comes out of that fund and then those numbers are used to calculate the next year's premium equivalency for the employees. He asked the board to take another look at the numbers and see what the new insurance representative can do rather than pass a permanent fee increase on to the employees.

Communications and Matters to Be Referred

Chair Russell announced that unless there was a request for an individual communication to be discussed, the Clerk would dispense with the reading of each title and the Chair would direct that all communications be referred or placed on file as indicated on the agenda.

1. Claims Received After Agenda Mailing – there were none.
2. Claims: a) Claim-James Kyle vs Walworth County Public Works; b) Sean Rebholz vs. Walworth County Public Works; c) Ryan Hayes vs. Walworth County Public Works; d) David M. Sharpe vs. Walworth County Public Works; e) Amberlyn Vavrusa vs. Walworth County Public Works; f) Michele P. Ciosek vs. Walworth County Public Works; g) Complaint – Timothy A. Schiefelbein, Department of Health Services, Department of Health

- & Human Services and Walworth County vs. MMIC Insurance, Inc., Lakeview Neurorehab Center Midwest, Inc., Mustansir Majeed, M.D., Injured Patients and Families Compensation Fund and ABC Insurance Company (To be referred to the Executive Committee)
3. Communication from Wassel, Harvey & Schuk, LLP regarding the Town of Bloomfield Zoning Ordinance No. 1064 and Ordinance No. 1065 (To be referred to County Zoning Agency)
 4. Communication from the Wisconsin Department of Administration regarding the Proposed Incorporation of a Portion of the Town of Bloomfield, Walworth County, Wisconsin, as the Village of Bloomfield, Walworth County Circuit Court Case #10-CV-2053 (To be referred to the Executive Committee)
 5. Communication from Melvin Nieuwenhuis, Mayor of City of Delavan, regarding WalCoMet Commission Non-Union Wage Increase Recommendation (To be referred to the Executive Committee)
 6. Communication from the Wisconsin Department of Children and Families regarding the audit report related to DCF programs (To be referred to the Health and Human Services Board)
 7. Communication from the Wisconsin Department of Administration regarding Preliminary Estimate of the January 1, 2011 population for Walworth County (To be placed on file)
 8. Village of Mukwonago Ordinance No. 848 – An Ordinance to Approve the Attachment of Property to the Village of Mukwonago from the Town of East Troy Pursuant to the Municipal Boundary Agreement with the Town of East Troy (To be placed on file)
 9. Resolution 21-2011 from Forest County – Forest County Recognizes the Importance of the Lands Contained Within Chequamegon-Nicolet National Forest (To be placed on file)
 10. Resolution 8-8-11 from Kewaunee County – Disapproving Non-Emergency Medical Transportation provided by LogistiCare (To be placed on file)
 11. Raze Order Received from Wassel, Harvey & Schuk, LLP regarding property located at N1531 Powers Lake Road, Genoa City, Town of Bloomfield, WI - MZ 00014 (To be placed on file)
 12. Report of the County Clerk Concerning Communications Received by the Board and Recommended to be Placed on File
 - There were none.
 13. Report of County Clerk Concerning Communications Received by the Board After the Agenda Mailing
 - Res. No. 45-09/11 – Adopting Insurance Premium Equivalents for 2012 - *Vote required: Majority* (Recommended by the Human Resources Committee 4-1)
 - Res. No. 50-09/11 – Adopting a Citizen Participation Plan for a CDBG for Economic Development - *Vote required: Majority* (The Executive Committee will consider at a special meeting prior to the September 8, 2011 County Board meeting)
 - Communication from Melvin Nieuwenhuis, Mayor of City of Delavan, Regarding WalCoMet Commission Non-Union Wage Increase Recommendation (To be referred to the Executive Committee)
 - Communication from Department of Natural Resources regarding an Amendment to Plan Approval for Lake Beulah Dam (To be referred to the Public Works Committee)
 - Alternative Walworth County Redistricting Map
 - Amended County Board Meeting August 9, 2011 Minutes. The changes made to Page 2 under Appointments/Elections, Item #1, Supervisor Weber abstained; Page 3 under the short presentation from the Fairest of the Fair, Nancy Russell will be honored this year as one of our Outstanding Senior Citizens; Page 5 motion to approve Res. No. 42-08/11

- *Walworth County Aging & Disability Resource Center News*, September 2011 – To be placed on file
 - Ord. No. 690-09/11 – Repealing and Recreating Division 2 of Article IX of Chapter 15 of the Walworth County Code of Ordinances Relating to the Creation of a Grievance Procedure - *Vote required: Majority* (The Human Resources Committee will consider at a special meeting prior to the September 8, 2011 County Board meeting)
14. Report of County Clerk Concerning Zoning Petitions (To be referred to the County Zoning Agency)
- Marc A. Benaim Trust; Bruce Kaufman-Trustee, Town of Delavan, approximately 7.33 acres, Primary Environmental (PEC) Land Use to Commercial (C)
 - Amon Land, LLC; Thomas Amon-Applicant, Town of LaFayette, approximately 24.85 acres, Mineral Executive (E) Land Use to Industrial (I)
 - Palmer & Palmer Ltd. Partnership; Robert Palmer-Rep, Town of Walworth, approximately 10.23 acres, A-1 to C-2
 - Berg Construction Inc.; Cheryl Berg-Applicant, Town of East Troy, approximately 11 acres, Extractive Land Use (E) to Agricultural Related Manufacturing, Warehousing and Marketing

Unfinished Business

There was none.

New Business

1. Res. No. 46-09/11 – Adopting an Alternative Supervisory District Plan for Walworth County - *Vote required: Majority*

Supervisor Schaefer offered a motion, seconded by Supervisor Weber, to approve item 1, Resolution No. 46-09/11. Grant stated that when the boundaries were first presented, there were objections from two supervisors. He said the plan was accepted by the majority as presented at that time, and the boundaries came back from the municipalities approved and no requests for changes. He said he is very concerned about the future of this action because by changing the rules we have set a precedent for the boundary lines of the future with Walworth County district creation which could lead to not serving the best interests of the residents of Walworth County. Supervisor Weber stated what was presented to us at the first initial presentation in May was one of 12 proposals by SEWRPC. He said that he and a few other supervisors thought that part of the direction this board gave SEWRPC was to try and keep districts as whole as they had been. He also stated he felt that the actions taken here in August were appropriate.

Weber said that the changes made are subtle and minor, and the particular townships have reviewed and approved the changes. Supervisor Kilkenny stated it is the board's responsibility for the final adoption of this plan after the public hearing. He added that SEWRPC's direction from the board was to draw up a preliminary plan for us to review and the public to comment on. He stated that supervisor input would not be ignored. He also stated he does not feel like the board changed the rules but was concerned that making changes would have some legal issues and problems for the Towns of Delavan and Darien. He stated SEWRPC was extremely helpful to the towns and the changes passed through their town boards unanimously. He also stated he is comfortable with the changes. Supervisor Grant stated that one of the rules was that SEWRPC was not to take into consideration the current residences of our county board members.

A roll call vote was taken. Total Votes: 10; Ayes: 7 – Kathy Ingersoll, Vice-Chair Daniel G. Kilkenny, Carl Redenius, Joe Schaefer, Russ Wardle, David A. Weber, and Chair Nancy Russell; Noes: 3 – Richard Brandl, Jerry A. Grant, and Randy Hawkins; Absent: 1 – Rick Stacey. Motion carried.

Reports of Standing Committees

County Zoning Agency Report of Proposed Zoning Amendments

- 1) Matthew A. & Mary E. Polyock, Town of Linn, Rezone approximately .18 acres of the parcel from A-1 Prime Agricultural to A-4 Agricultural Related Manufacturing, Warehousing and Marketing District for area for a pole building. Approved 6 – 0 (August 18, 2011 public hearing)
- 2) John & Kristine Kendall, Troy Township, Rezone approximately 3.09 acres of C-3 Conservancy Residential District to the A-5 Agricultural Rural Residential District in order to have a roadside stand to sell apples. Approved 6 – 0 (August 18, 2011 public hearing)
- 3) Warren E. & Susan K. Miller, Richmond Township, Rezone .18 acres of A-3 Agricultural Lands Holding District Property to A-4 Agricultural Related Manufacturing, Warehousing and Marketing District. (has related conditional use petition) Approved 6 – 0 (August 18, 2011 public hearing)
- 4) K H D Investments LLC, Lafayette Township, Rezone approximately 17 acres of Agricultural District property to A-4 Agricultural Related Manufacturing, Warehousing and Marketing District to allow for expansion of an existing legal non-conforming commercial stable with horse shows. Approved 6 – 0 (August 18, 2011 public hearing)

On motion by Supervisor Weber, seconded by Supervisor Brandl, item 1, Matthew A. & Mary E. Polyock, Town of Linn, item 2, John & Kristine Kendall, Troy Township, item 3, Warren E. & Susan K. Miller, Richmond Township, and item 4, K H D Investments LLC, Lafayette Township, were approved by voice vote as recommended by the County Zoning Agency.

Executive Committee

1. Ord. No. 687-09/11 – Amending Chapter 2 of the Walworth County Code of Ordinances Relating to CPAG - *Vote Required: Two-thirds* (Recommended by the Agricultural and Extension Education Committee 3-0 and the Executive Committee 5-0)

Supervisor Grant offered a motion, seconded by Supervisor Weber, to approve item 1, Ordinance No. 687-09/11. On motion by Supervisor Grant, seconded by Supervisor Weber, **Ordinance No. 687-09/11** was approved by unanimous consent.

2. Res. No. 47-09/11 – Establishing a Committee of the Whole Date for a Presentation by the Walworth County Criminal Justice Coordinating Committee (CJCC) Concerning OWI Court - *Vote required: Majority* (The Executive Committee considered this at a special meeting prior to the September 8, 2011 County Board meeting)

Bretl stated it was the recommendation of the Executive Committee to establish a Committee of the Whole date and it was unanimous. On motion by Supervisor Hawkins, seconded by Supervisor Ingersoll, item 2, **Resolution No. 47-09/11** was approved by voice vote.

3. Res. No. 48-09/11 – Endorsing Southeastern Wisconsin Regional Planning Commission's Application for a FY 2011 Sustainable Communities Regional Planning Grant through the U.S. Department of Housing and Urban Development (HUD) - *Vote required: Majority* (The

Executive Committee considered this at a special meeting prior to the September 8, 2011 County Board meeting)

Bretl stated the Executive Committee had recommended adoption of this resolution with one dissenting vote by Supervisor Brandl. Supervisor Weber offered a motion, seconded by Supervisor Ingersoll, to approve item 3, Resolution No. 48-09/11. Discussion ensued. Chair Russell stated there would be no financial obligation on the part of Walworth County for this. Supervisor Wardle said they are going to conduct a study and give us recommendations about transportation systems, energy consumption and air pollution emissions. He also added these things are not needed in Walworth County, such as trains, rail, etc. He encouraged the board to think about this before approving to send federal funds to study these things that Milwaukee may need, but Walworth County does not. Supervisor Grant said in regards to the transportation issue, he assumed when it discusses rail, it could include freight. He stated that being on the Southern Wisconsin Railroad Commission, they are realizing they are having trouble keeping up with the demand for freight and rail improvements. He added that he thought the study could open our eyes quite a bit on these issues.

A roll call vote was conducted. Ayes: 5 – Jerry A. Grant, Carl Redenius, Joe Schaefer, David A. Weber, and Chair Nancy Russell; Noes: 5 – Richard Brandl, Randy Hawkins, Kathy Ingersoll, Vice-Chair Daniel G. Kilkenny, and Russ Wardle; Absent: 1 – Rick Stacey, **Resolution No. 48-09/11** failed.

4. Res. No. 50-09/11 – Adopting a Citizen Participation Plan for a CDBG for Economic Development - *Vote required: Majority* (The Executive Committee considered this at a special meeting prior to the September 8, 2011 County Board meeting)

On motion by Supervisor Schaefer, seconded by Supervisor Weber, item 4, **Resolution No. 50-09/11** was approved by voice vote.

5. Res. No. 51-09/11 – Denying the Claim of Kimberly A. Link - *Vote required: Majority* (The Executive Committee considered this resolution at a special meeting prior to the September 8, 2011 County Board meeting.)

A draft copy of this resolution was distributed at the meeting. Supervisor Kilkenny stated that item 5, Resolution No. 51-09/11, was not thoroughly discussed at the special meeting conducted by the Executive Committee prior to this county board meeting, he suggested referring it back to the Executive Committee for proper review. On motion by Supervisor Kilkenny, seconded by Supervisor Hawkins, item 5, **Resolution No. 51-09/11** was referred back to Executive Committee for further discussion.

Finance Committee

1. Ord. No. 688-09/11 – Amending Section 30-286 of the Walworth County Code of Ordinances Relating to Clerk of Courts Fees - *Vote Required: Majority* (Recommended by the Finance Committee 4-0)

On motion by Supervisor Grant, seconded by Supervisor Weber, item 1, **Ordinance No. 688-09/11** was approved by voice vote.

2. Res. No. 43-09/11 – Authorizing Use of General Fund Unassigned Fund Balance to Purchase a New Phone System - *Vote Required: Two-thirds* (Recommended by the Finance Committee 4-0)

Supervisor Grant offered a motion, seconded by Supervisor Wardle to approve item 2, Resolution No. 43-09/11. On motion by Supervisor Grant, seconded by Supervisor Ingersoll, **Resolution No. 43-09/11** was approved by unanimous consent.

3. Res. No. 44-09/11 – Authorizing Use of Contingency Fund Balance to Repair the Exterior Siding on the Webster House Museum - *Vote Required: Two-thirds* (Recommended by the Public Works Committee 5-0 and the Finance Committee 4-0)

Supervisor Kilkenny offered a motion, seconded by Supervisor Weber to approve, item 3, Resolution No. 44-09/11. On motion by Supervisor Grant, seconded by Supervisor Weber, **Resolution No. 44-09/11** was approved by unanimous consent.

4. Res. No. 49-09/11 – Approving and Authorizing Submission of an Application to the U.S. Department of Housing and Urban Development for Section 108 Loan Guarantee Assistance - *Vote required: Majority* (Recommended by the Finance Committee 4-0)

Supervisor Schaefer offered a motion, seconded by Supervisor Wardle to approve item 4, Resolution No. 49-09/11. Discussion ensued. Administrator Bretl stated one of the issues is the comfort level or lack of as to county's obligation in the event of default on the loan. Andersen stated she is not an expert on Section 108. She stated there are two classifications: entitlement and non-entitlement communities, and Walworth County is a non-entitlement community is strictly due to our size. If you are a non-entitlement community, you have to get a HUD grant through the State of Wisconsin, therefore, the state has to be a partner in an agreement with HUD. She added that she spoke to a gentleman in Florida, who currently works for the City of Florida City and previously worked for the State of Florida as their Section 108 individual. He indicated to her that federal regulations require the state to be the primary partner with HUD and they are responsible for the liability of the loan if the loan is not repaid. He did caution quite strongly that most states require an agreement with municipalities to repay them in the event the state has to pay HUD. She added that this individual is not familiar with the State of Wisconsin specifically, but did say this is the criteria for most states. Andersen stated she also spoke with Curtis Minma, who is the financial consultant for the developer, and he confirmed this information. She added that Mr. Minma thought the liability portion could be negotiated. Andersen stated she has tried contacting the State of Wisconsin, but has not received a response. She added that Mr. Minma has spoken to the state and at this point, Wisconsin has never entered into one of these agreements. He told her that many or most states are not a party to this particular program because they have to pledge their federal funding dollars and they are reluctant to do so. Bretl added this has been presented to staff and the committee as an expansion to Geneva Ridge and it would be used for senior housing and a portion would also be an Alzheimer's facility. He added this application would permit the developer to obtain funding and it would be guaranteed by this Community Development Block Grant. He stated our initial impression was that the county would be signing on to the application and the county would not be liable in the event of default. He added this may still be the case, but this is not a very common program and there is no assurance from the State of Wisconsin. He said one alternative could be making an approval contingent upon the receipt of some written guaranty from the State of Wisconsin that they would not come after us in the event of default. Supervisor Kilkenny

asked what the county's administrative responsibilities would be, such as how long we would have to monitor this, the costs of monitoring, and staff time. Andersen stated the gentleman from Florida indicated that most municipalities hire a project manager to act on their behalf to oversee the project. She added that HUD would send the funds to the county, then the county is responsible for dispersing those funds over the period of construction. She also added that the county is responsible for maintaining the checking account and for making the payments out of that account for as long as the loan exists.

Richard Donner, 1000 N. Water Street, Milwaukee, attorney for the development party spoke to the board. He clarified that this is a senior housing project at Geneva Ridge in the Town of Geneva. This facility would include approximately 150 senior assisted/independent living units and approximately 20 Alzheimer's care units. He added the developer wishes to finance the project through a Section 108 program, which is a federal program that has been in existence for over 30 years. He stated the important distinction is that this is not a HUD project, it is utilizing a HUD financing mechanism. This project will be privately owned and privately funded. He added that HUD will guarantee the loan, but it is not a subsidy from HUD. He stated that if the county approves the application, it is passed on to the state for their underwriting, and then on to HUD for their underwriting. He stated that the idea is that if there was a default under the loan, then HUD as a guarantor would make the debt service payment and they would then hold back a portion of the Community Development Block Grant from the state. He said the state currently has an allocation of \$25 million. He said the board could make an approval contingent upon the state not being able to go back to Walworth County for any liability on any debt service payment and the developer is agreeable to this condition. He also stated that HUD requires the county to approve the application even though it is the state's funds because the property is located within the county. Mr. Donner added in regard to the administrative responsibilities of the county, there is \$100,000 allocated towards these costs. Andersen stated her only concern is that there will be ongoing staff commitment for the life of the loan and doesn't know what that would entail at this point.

Michael Zuckerman, 555 5th Avenue, New York City, who is a member of the development party, spoke to the board. He stated they have a number of projects where the lender engages someone to monitor the construction of these projects. He said he would be very surprised if the amount that is necessary to monitor the project would exceed \$50,000. He added the reason why they set it at \$100,000 is because of the ongoing obligations, therefore, they give more than the anticipated amount. He stated they are doing this in a number of locations in the country and in each instance the aggregate amount is approximately \$100,000, which is an excess of \$50,000 to provide these services.

Andy Kerwin, 1719 Miller Ct., Lake Geneva, is the owner, operator, and developer of Geneva Crossings which includes Arbor Village Assisted Living, Village Glen Memory Care, and Terraces and Highlands, which is their independent living, in Lake Geneva, spoke to the board. He stated he is not an expert in Section 108. He said they were financed through Wisconsin Housing and Economic Development Authority (WHEDA), and they have approximately 20% of units that are set aside for seniors that are on low to moderate income. He said the recession has affected senior housing in Walworth County as well. He added there may be other good projects in Walworth County that are well located that may not be able to obtain financing because there may be a project not doing well. He advised the board to be cautious.

Supervisor Kilkenny stated at the Finance Committee meeting, he made motion to move this along because he didn't want to cause undue delay in their process. He added that part of the motion was to get the rest of the county assessed, determine the difficulty of the administrative responsibilities, and to ensure there was plenty of public notice. He also added that if something cannot be financed privately, he questions the liability and purpose; therefore, we need to take a closer look at it. He stated he doesn't want the Finance Department, the Administrator and Corporation Counsel burdened with making complex opinions and contingencies. He added he would not be supportive of approving this at this time. Andersen stated that one of the suggestions from the gentleman from Florida was to obtain additional statistical data, regarding senior housing units, to see if we really have a need for additional senior housing. Bretl stated the initial thought was that if the county is not liable and we can help this applicant make their development viable, then the county would lend its name to the application. He added we can manage the risks by getting in writing from the State of Wisconsin that the county will not be liable in the event of default and obtain a personal guaranty from the applicant that if the \$100,000 for administrative costs is not sufficient, they will pay the actual costs of the administration. He also added that he didn't think the developer would go through the zoning process without the guaranty that the application will pass. Attorney Donner stated there will be a feasibility study done as part of the financing and they would share this information with the county. He said they are asking for the county to pass along the information to the state based on three conditions: the letter from the state regarding the liability of the county, personal guaranty from the developer to pay should the administrative costs exceed the initial \$100,000, and obtaining the proper zoning. He said they are willing to accept these conditions.

On motion by Supervisor Schaefer, seconded by Supervisor Ingersoll, item 4, **Resolution No. 49-09/11**, was referred back to Finance Committee for further discussion.

Human Resources Committee

1. Ord. No. 689-09/11 – Amending Section 15-17 of the Walworth County Code of Ordinances Relating to a Senior Accountant Position at Health and Human Services - *Vote required: Majority* (Recommended the Human Resources Committee 5-0)

On motion by Supervisor Ingersoll, seconded by Supervisor Grant, item 1, **Ordinance No. 689-09/11** was approved by voice vote.

2. Ord. No. 690-09/11 – Repealing and Recreating Division 2 of Article IX of Chapter 15 of the Walworth County Code of Ordinances Relating to the Creation of a Grievance Procedure - *Vote required: Majority* (The Human Resources Committee considered this at a special meeting prior to the September 8, 2011 County Board meeting)

Chair Russell stated this was passed by the Human Resources Committee. On motion by Supervisor Brandl, seconded by Supervisor Wardle, item 2, **Ordinance No. 690-09/11** was approved by voice vote.

3. Res. No. 45-09/11 – Adopting Insurance Premium Equivalents for 2012 - *Vote required: Majority* (Recommended by the Human Resources Committee 4-1)

Supervisor Weber offered a motion, seconded by Supervisor Grant to approve, item 3, Resolution No. 45-09/11. Discussion ensued. Bretl stated this is an important issue and doesn't want to leave questions unanswered as the board will be seeing many resolutions and ordinances

in the future regarding the employee relationship. Supervisor Wardle stated this was discussed at the Human Resources Committee meeting and it was recommended to increase the insurance premium 4.4% because of the outlook for future expenses. He added he was personally against it because he thought the \$9 million balance was enough. He referred everyone to the last page of Resolution No. 45-09/11, which was provided at the meeting. Under the proposed 4.4% increase, a single plan will increase from \$900 per month to \$940 per month, which under the current 7% premium plan, the employee would pay an additional \$2.80 per month and taxpayers would pay an additional \$37.20 per month. For the family plan, it would increase \$100 from \$2225 to \$2325 per month. Under the 7% premium plan, the employee would pay an additional \$7 per month and the taxpayer would be an additional \$93 per month. He stated this is when he had a problem with this proposal. He proposed for a single plan, for the \$40 per month increase, the employee would pay an additional \$20 per month and the taxpayer would pay the remaining \$20 per month. He stated for the family plan, the employee would pay \$50 per month of the \$100 increase, and the taxpayer would pay the remaining \$50 per month of the increase. He asked Dale Wilson how grandfathering would be affected if we choose to make changes like this. Wilson stated he contacted M3, which is our employee benefits consultant, to make sure we wouldn't lose our grandfathering status based upon the proposed increase. He stated when federal health care reform came into effect, they set parameters that plans could remain grandfathered as long as they didn't dramatically change their plan in order to start cost shifting. Premium contribution cannot be changed more than 5% since federal health care reform's passage through the end of 2014 when grandfathering is gone altogether, assuming everything stays the same. He added we would not be losing grandfathering status by this proposal as it is only going up roughly 2%. He also added that we could not increase premium contributions an additional 3% in the future, otherwise, we would lose our grandfathering status at that time. Supervisor Wardle stated that there are three options: disagree with the 4.4% increase and leave it alone, propose 4.4% increase with employees paying 7% and taxpayers paying 93%, and propose 4.4% with employees and taxpayers sharing the increase. Bretl stated there is potentially a fourth option, which is where the plan design can be changed. He added this means changing aspects of the plan that would lower costs. He stated it is not his recommendation to not increase the premium as our experts say to do a modest increase now rather a larger one later. He added at one point we are going to have to come up with a figure and will need to notify employees and retirees. He stated this may entail a special county board meeting.

Bretl stated the county has explored whether or not it is better to have a fully insured plan versus a self-funded plan. He stated a health insurance company has the same costs as us, then they have to add in profit on top of that. He also stated it has never been to the county's advantage given the parameters and the plan that we have had to have to bring in an insurance company. He added that they had to bid the third party administrator. Wilson said we are currently one year into a three year contract and Auxiant was the cheapest at that time. Chair Russell stated this is an important issue and there are a number of options being discussed. She suggested sending this back to the Human Resources Committee and having a special county board meeting so we can meet the deadline rather than rushing to a decision. Supervisor Ingersoll stated that many county board members do not attend the Human Resources Committee meetings and it would be repetitive to send this back to that committee. Supervisor Grant stated this was discussed quite thoroughly at the Human Resources Committee and we were offered different scenarios, however, we were cautioned that we could possibly lose our grandfathering status if we change the plan design. Wilson stated there are other parameters that if you change your plan design, you could lose your grandfathering status. Actuaries have looked at the loss of grandfathering status and it is roughly \$30,000 annually. Our stop-loss premium could fluctuate

dramatically if we have a large claimant and lose our grandfathering status. He also added that this year is the exact reason why being self-insured is advantageous. He stated that if we were with a fully insured plan, we would likely be at 10-14% premium increases based on the pooled risks of other plans. He said we are reaping the benefits of having a good trend and being self-insured. He also added that we have been told that we could potentially have a hard time finding someone to fully insure us given our current plan design. He stated that every consultant they have ever spoken to has said it is advantageous for Walworth County to be self-insured.

A motion was made by Supervisor Hawkins, seconded by Supervisor Ingersoll, to have a Special County Board meeting on Thursday, September 29, 2011 at 5:00 p.m. to discuss and take possible action on **Resolution No. 45-09/11**. Supervisor Grant requested that his vote be recorded as no. Motion carried.

Reports of Special Committees

There were none.

Comment Period by Members of the Public Concerning Items Not on the Agenda

There were none.

Closed Session

The Board will convene in closed session pursuant to the exemption contained in Section 19.85 (1)(e) of the Wisconsin Statutes, "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."

In closed session, the Board will discuss the following item:

- Establishing guidance/parameters for upcoming negotiations with Unions

On motion by Supervisor Brandl, seconded by Supervisor Ingersoll, the board convened into closed session at 8:06 p.m. A roll call vote was taken. Total vote: 10; Ayes: 10 – Richard Brandl, Jerry A. Grant, Randy Hawkins, Kathy Ingersoll, Vice-Chair Daniel G. Kilkenny, Carl Redenius, Joe Schaefer, Russ Wardle, David A. Weber, and Chair Nancy Russell; Noes: 0; Absent: 1 – Rick Stacey.

The Board will reconvene in open session and may take action on the closed session item.

On motion by Supervisor Kilkenny, seconded by Supervisor Wardle, the Board convened in open session at 8:14 p.m. Motion carried.

Chairperson's Report

There was none.

Adjournment

On motion by Supervisor Kilkenny, seconded by Supervisor Schaefer, the meeting was adjourned at 8:15 p.m.

STATE OF WISCONSIN)
)SS
COUNTY OF WALWORTH)

I, Kimberly S. Bushey, County Clerk in and for the County aforesaid, do hereby certify that the foregoing is a true and correct copy of the proceedings of the County Board of Supervisors for the September 8, 2011 meeting.

(These minutes are not final until approved by the County Board at the next regularly scheduled County Board meeting.)

Nomination for Committee/Board/Commission Appointment

Committee: Walworth County Housing Authority

Nominee: June Yantis

Address: 1230 Gleneagles Court

Lake Geneva, WI 53147

Submitted by: David Bretl, County Administrator

Authority: Section 59.18, Wisconsin Statutes

Who will the nominee replace? The nominee is the incumbent.

When did/does the incumbent's current term expire? It expired on June 30, 2011.

Was this vacancy advertised? Yes.

Comment Reappointment of Ms. Yantis would be for an additional five-year term, to begin upon County Board confirmation and end on June 30, 2016.

Names of individuals who have expressed interest in serving in this position:

For incumbents, committee attendance, if known:

WALWORTH COUNTY
NOTICE OF INTEREST TO SERVE AS A CITIZEN REPRESENTATIVE

Name: Jim Yantis

Date: 7/18/11

Mailing Address: 1230 Meneages Ct
Lake Geneva WI 53147

Phone: 262 245 2575

I reside in: the Town of Geneva
 the Village of _____
 the City of _____

Please consider me for appointment to: Walworth County
Housing Authority Board

I am interested in serving as a citizen representative because: I am interested
in housing that is affordable for low income
people

Special skills, experience or qualifications I possess related to this appointment are:

Have been a board member and also actively
manage the Debra-Darwin Home Care Committee

Check one of the following:

I am a resident of Walworth County and reside in the appropriate jurisdiction to serve on the board or commission for which I am applying.

I am not a resident of Walworth County.

I certify that the information I have provided is truthful to the best of my knowledge.

Jim Yantis 7/18/11
Signature of Applicant Date

Feel free to attach any additional documentation to this form.

Nomination for Committee/Board/Commission Appointment

Committee: Agriculture & Extension Education

Nominee(s): Michael Krejci, Mary Kaye Merwin, and Kathleen Papcke (Robert Handel and Kathy Baumeister, alternates)

Address: _____

Submitted by: David Bretl, County Administrator

Authority: Section 59.18, Wisconsin Statutes

Who will the nominee replace? _____

When did/does the incumbents' current terms expire _____

Was this vacancy advertised? no

Comment All five of the nominees served on the former Community Partner Advisory Group (CPAG), which was abolished on September 8, with passage of Ordinance no. 687-09/11. At the same time, the membership of the Ag-Extension committee was modified to include additional citizen members.

Names of individuals who have expressed interest in serving in this position:

For incumbents, committee attendance, if known:

**WALWORTH COUNTY
NOTICE OF INTEREST TO SERVE AS A CITIZEN REPRESENTATIVE**

Name: Michael G. Krejci

Date: 9/14/2011

Mailing Address: P.O. Box 510135

Phone: 262-337-0236 (C)
262-742-2676 (H)

New Berlin, WI 53151-0135

Physical Address: W6676 Shorewoods Dr, Elkhorn, WI 53121

I reside in: the Town of Sugar Creek

the Village of _____

the City of _____

Please consider me for appointment to: Agriculture and Extension Education

County Board Committee

I am interested in serving as a citizen representative because: I have a long-time

interest in promoting adult education and community development. In the past I

have administered and adult literacy center. I grew up working on farms in the

rural area of Waukesha County and have a deep appreciation for agriculture.

Special skills, experience or qualifications I possess related to this appointment are:

Background in adult education and communication. Award-winning public relations

and journalism work. I travel throughout Walworth County speaking with residents
in my current position, and so have a feeling for the pulse of the county.

Check one of the following:

I am a resident of Walworth County and reside in the appropriate jurisdiction to serve on the board or commission for which I am applying.

I am not a resident of Walworth County.

I certify that the information I have provided is truthful to the best of my knowledge.

Michael G. Krejci

Signature of Applicant

9/14/2011

Date

SEP 16 2011

Feel free to attach any additional documentation to this form.

RECEIVED
WALWORTH COUNTY ADMINISTRATION

MICHAEL G. KREJCI
PO Box 510135
New Berlin, WI 53151-0135
Home: 262-742-2676 Mobile: 262-337-0236

E-mail: mkrejci@elknet.net

September 14, 2011

Mr. David Bretl
County Administrator
100 Walworth Street
Elkhorn, WI 53121

Dear Mr. Bretl,

I am applying for a citizen appointment to the Agriculture and Extension Education County Board Committee. I am a resident of the Town of Sugar Creek and would like to use my skills and background in adult education, communications, and development to assist the Committee in its work and support the mission of the UW-Extension in Walworth County.

Summary of Experience:

- From 1985 to 1994 I oversaw an adult literacy center in the central city of Milwaukee.
- In 1990 I initiated and maintained \$60,000+ college scholarship program, providing full gap funding for up to 15 students annually.
- increased grant funding from \$10,000 to in excess of \$250,000 in five years for the adult literacy program. I
- In my work in the central city, I successfully advocated with city government and the state legislature to promote policies that would benefit members of the local service area, including funding for educational improvement, housing initiatives, increased support of law enforcement personnel and drug rehabilitation programs. I
- I make presentations at workshops and conferences and have regularly taught adult enrichment classes.
- I received an Award of Excellence, Paragon 2000 Communications Awards, Wisconsin Chapter of the Public Relations Society of America, for a multi-faceted public relations effort covering all of Waukesha County.
- I research and advise senior management on demographic trends affecting business.
- As a published author in national and regional magazines my work has appeared in *American Philatelist*, *Parenting*, *inSPIRIT Journal*, *Bright Ideas*, *Connect!* and others.
- My writing and editorial work has received awards in three different categories in 2009, 2010, and 2011 from the Catholic Press Association of the United States and Canada.

I grew up in the agricultural area of Waukesha County and worked on farms during my youth. I have a great respect for the struggles faced by family farms as they maintain their position in the economic life of Wisconsin.

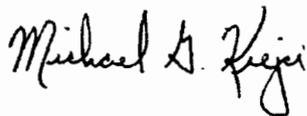
I believe that the UW-Extension is one of the most valuable assets of the University of Wisconsin system. Its work in the local community is often unheralded, and, unfortunately, sometimes even unknown.

In the past few years as part of my job I have done regular research on Hispanic demographic trends that affect the business community. I would like the opportunity to use this knowledge to the benefit of the local community in Walworth County. I currently travel throughout Walworth County and speak with residents daily as part of my work.

I am a member of the Plan Commission in the Town of Sugar Creek and regularly attend town board meetings. I am conscious of the challenges that local government face in these difficult economic times. If selected as a member of the Agriculture and Extension Education Committee, I would look to encourage the promotion of public-private partnerships for the benefit of educational programs in the county.

I am happy to answer any questions that you may have regarding my application. I look forward to hearing from you.

Sincerely,

A handwritten signature in black ink that reads "Michael G. Krejci". The signature is written in a cursive style with a large, stylized initial 'M'.

Michael G. Krejci
Town of Sugar Creek

Reedy, Margaret

From: MARY KAYE MERWIN [mkmerwin@sbcglobal.net]
Sent: Saturday, September 17, 2011 9:39 AM
To: Reedy, Margaret
Subject: Re: AEE membership

Peg:

I've received this e-mail while in Alaska and will be here until September 23rd. I have tried to download both of the attachments so that I can reply, but neither will download for me on the hotel computer I am using. I don't know what the questions are, so I can't answer them. Neither do I know if I will be at a hotel with computer access on Monday. I will certainly try.

I can guess that you want to know where I live - City of Delavan, but also am part-owner of family farm corporation in Linn Township.

Leadership positions: Chair, Board of Trustees, UCC Church, Delavan; Treasurer - Walworth County Arts Council;
Secretary - Wisconsin Association of Family and Consumer Sciences; past board member of Wisconsin 4-H Foundation; and numerous memberships in other local, state, and national organizations.

Education: BS - Home Economics Education, UW-Stout; MS Continuing and Adult Vocational Education, UW; additional course work in Administration, Management and Leadership. National Kellogg Foundation Fellowship.

If you need more, e-mail me again.

Sorry about this, but thanks for the notification.

Mary Kaye

From: "Reedy, Margaret" <peg.reedy@ces.uwex.edu>
To: Bob Handel <robert.handel@AXA-advisors.com>; Kathy Baumeister <kathybaumeister@gmail.com>; Kathy Papcke <dessertcompany@elknet.net>; Mary Kaye Merwin <mkmerwin@sbcglobal.net>; Michael Krejci <Mkrejci@elknet.net>
Sent: Wed, September 14, 2011 10:59:13 AM
Subject: AEE membership

Hello,

You have expressed interest in becoming a member of the Agriculture and Extension Education County Board Committee. Please return the attached form as soon as possible for Mr. David Bretl to be able to nominate you for the committee. Thanks,

Peg Reedy

UW-Extension, Walworth County
100 W. Walworth Street, P.O. Box 1001
Elkhorn, WI 53121
262-741-4961

711 for Wisconsin Relay (TDD)
262-741-4955 FAX
<http://walworth.uwex.edu>

UW-Extension provides equal opportunities in employment and programming including Title IX and ADA requirements.

RECEIVED

WALWORTH COUNTY
NOTICE OF INTEREST TO SERVE AS A CITIZEN REPRESENTATIVE SEP 27 2011

Name: Kathleen Papcke

Date: 09 WALWORTH COUNTY ADMINISTRATION

Mailing Address: N 6360 Tamarack Ridge Rd Phone: 262 742 3338
Elkhorn, WI
53121

I reside in: the Town of Lafayette
 the Village of _____
 the City of _____

Please consider me for appointment to: Walworth County

Agriculture and Extension Education Committee

I am interested in serving as a citizen representative because: as a resident

of this community I have taken programs
through UW-extension and found them very
valuable for me personally and feel they should
continue

Special skills, experience or qualifications I possess related to this appointment are:

Have served on many boards and committees
through out my life. Am currently serving on the
walworth Farm Bureau Board as well as a State
Check one of the following: Farm Bureau Committee.

I am a resident of Walworth County and reside in the appropriate jurisdiction to serve on the board or commission for which I am applying.

I am not a resident of Walworth County.

I certify that the information I have provided is truthful to the best of my knowledge.

Kathleen S. Papcke
Signature of Applicant

09-27-2011
Date

Feel free to attach any additional documentation to this form.

WALWORTH COUNTY
NOTICE OF INTEREST TO SERVE AS A CITIZEN REPRESENTATIVE

Name: Robert Hande l

Date: 9-14-11

Mailing Address: 5 Ridgway Ct.
Elkhorn, WI 53121

Phone: 0 262-723-6278
Cell 262-903-6278

I reside in: the Town of _____
 the Village of _____
 the City of Elkhorn

Please consider me for appointment to: Agriculture and Extension
Education Committee (CPAG)

I am interested in serving as a citizen representative because: _____

My interest lies with my willingness to serve.
If someone feels more passionate about it
than I do, I will concede the position to someone
else. I am willing, if you have a reason to desire
Special skills, experience or qualifications I possess related to this appointment are: my service over
15 years agricultural lending experience. 25 years running my own financial service business
the other options
Vice President Walworth County Fair. Member of Rotary Club
of Elkhorn; 2x Past President. Member of Church Finance Com-
mittee

I am a resident of Walworth County and reside in the appropriate jurisdiction to
serve on the board or commission for which I am applying.
 I am not a resident of Walworth County.

I certify that the information I have provided is truthful to the best of my knowledge.

Robert J. Hande l
Signature of Applicant

9-14-11
Date

RECEIVED

Feel free to attach any additional documentation to this form.

SEP 16 2011

WALWORTH COUNTY ADMINISTRATION

WALWORTH COUNTY
NOTICE OF INTEREST TO SERVE AS A CITIZEN REPRESENTATIVE

Name: KATHY BAUMEISTER Date: 9-20-11
Mailing Address: 5065 Warner Rd Phone: 262 763-3441
BURLINGTON, WI 53105

I reside in: the Town of LYONS
 the Village of _____
 the City of _____

Please consider me for appointment to: _____
Ag + Ex Extension Committee - Alternate

I am interested in serving as a citizen representative because: _____
Have been involved in agriculture all my life +
feel strongly about the good that is done by
Extension, not only in ag. but also the other areas.

Special skills, experience or qualifications I possess related to this appointment are:
2010 Graduate of Leadership Wisconsin
Charter member of Racine Co Dairy Promotion - current member
of Walworth Co. Dairy Promotion

Check one of the following:

- I am a resident of Walworth County and reside in the appropriate jurisdiction to serve on the board or commission for which I am applying.
- I am not a resident of Walworth County.

I certify that the information I have provided is truthful to the best of my knowledge.

Kathy Baumeister 9-20-11
Signature of Applicant Date

Feel free to attach any additional documentation to this form.

KATHLEEN M BAUMEISTER**5065 Warren Rd****Burlington, WI 53105****262 763-3441****kathybaumeister@gmail.com**

Family: Husband Darrell, 6 Adult Children, 5 Grandchildren

Education:

St. Mary's High School	1966	Graduate
Uni. of Wis.-La Crosse	1970	BS Education
Gateway Tech. College	1989	Farm Training Certification
Gateway Tech. College	1993	Computer Training
H&R Block	2001	Income Tax Preparation
Uni. of Wis.-Whitewater	2003	Driver Ed. Certification
Uni. of Wis.-River Falls	2004	Biotechnology Class
Waukesha Tech. College	2005	Com. Truck Driving Certification
Uni. of Wis.-Whitewater	2006	Safety Education Classes

Clubs & Organizations:

St. Mary's School Board	1972-1990	
St. Mary's Parish Council	1983-1986	
Assc. Milk Producers Inc.	1986-1990	Delegate
Formost Farms Inc.	1990-1995	Delegate
Racine County Dairy Promotion	1985-2004	
Gateway Tech. College	1991	Student Advisory Board
4-H Club	1980-2004	Leader
St. Mary's Youth Group	2003	Chaperone Mission Trip
Wis. Farm Bureau	2003-2010	
Walworth Co. Dairy Promotion	1989-2010	
Uni. of Wis. Extension	2007-2010	Advisory Group
St. Mary's Parish Council	2010	Secretary
Burlington Senior Citizens	2010	Board Member
Leadership Wisconsin	2008-2010	Fellow Group XIII

Work Experience:

Teacher - Physical Education	1970-1973	
WE Energies	1996-1998	Meter Reader (Seasonal)
Farmer & Full-time Mom	1973-2010	Herdsman, Bookkeeper, Equipment Operator, Grain Marketer
Teacher- Driver Education	1996-2010	Part-time

STATE OF WISCONSIN

CIRCUIT COURT

WALWORTH COUNTY

EVERBANK,
8100 Nations Way
Jacksonville, Florida 32256;

Plaintiff,

vs.

DUANE A. GALLO and JANE DOE,
unknown spouse of Duane A. Gallo,
708 Pintail Place
Genoa City, Wisconsin 53128; and

JENNIFER L. VON BAMPUS f/k/a
JENNIFER L. GALLO and JOHN
DOE, unknown spouse of Jennifer L.
Von Bampus f/k/a Jennifer L. Gallo,
841 Duvall Drive
Woodstock, Illinois 60098; and

BAXTER CREDIT UNION,
c/o Its President,
340 North Milwaukee Avenue
Vernon Hills, Illinois 60061; and

WALWORTH COUNTY,
c/o County Clerk,
Walworth County Judicial Center
1800 County Highway NN
Elkhorn, Wisconsin 53121;

Defendants.

'11 CV 01364

Case No.
Code No. 30404
Foreclosure of Mortgage
Dollar Amount Greater Than \$5,000.00

FILED
CIRCUIT COURT

SEP 19 2011

Clerk of Courts-Walworth Co.
By: SUE A. OAKES

2011 SEP 29 AM 10:48

RECEIVED
WALWORTH COUNTY CLERK

SUMMONS

THE STATE OF WISCONSIN, To each person named above as a Defendant:

You are hereby notified that the plaintiff named above has filed a lawsuit or other legal action against you. The complaint, which is attached, states the nature and basis of the legal action.

Within (20) days of receiving this summons, you must respond with a written answer, as that term is used in chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. In the event State of Wisconsin is a defendant, it has (45) days within which to answer. In the event that the United States of America is a defendant, it has (60) days within which to file its responsive pleading to the complaint. The answer must be sent or delivered to the court, whose address is:

**Clerk of Circuit Court
Walworth County Judicial Center
1800 County Highway NN
P.O. Box 1001
Elkhorn, Wisconsin 53121**

and to O'Dess and Associates, S.C., Plaintiff's attorneys, whose address is:

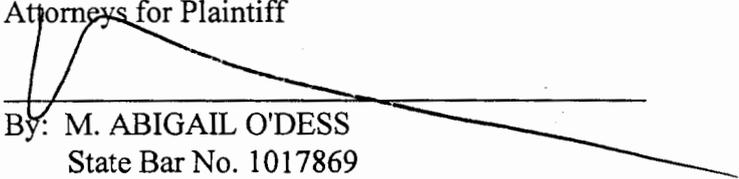
**O'Dess and Associates, S.C.
Suite 403
1414 Underwood Avenue
Wauwatosa, Wisconsin 53213**

You may have an attorney help or represent you.

If you do not provide a proper answer within (20) days, the court may grant judgment against you for the award of money or other legal action requested in the complaint, and you may lose your right to object to anything that is or may be incorrect in the complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated at Wauwatosa Wisconsin, this September 16, 2011.

O'DESS and ASSOCIATES, S.C.
Attorneys for Plaintiff

By: 
M. ABIGAIL O'DESS
State Bar No. 1017869
CHAD F. KOWALEWSKI
State Bar No. 1032968

POST OFFICE ADDRESS:
Suite 403
1414 Underwood Avenue
Wauwatosa, Wisconsin 53213
(414) 727-1591

EVERBANK,
8100 Nations Way
Jacksonville, Florida 32256;

Plaintiff,

vs.

DUANE A. GALLO and JANE DOE,
unknown spouse of Duane A. Gallo,
708 Pintail Place
Genoa City, Wisconsin 53128; and

JENNIFER L. VON BAMPUS f/k/a
JENNIFER L. GALLO and JOHN
DOE, unknown spouse of Jennifer L.
Von Bampus f/k/a Jennifer L. Gallo,
841 Duvall Drive
Woodstock, Illinois 60098; and

BAXTER CREDIT UNION,
c/o Its President,
340 North Milwaukee Avenue
Vernon Hills, Illinois 60061; and

WALWORTH COUNTY,
c/o County Clerk,
Walworth County Judicial Center
1800 County Highway NN
Elkhorn, Wisconsin 53121;

Defendants.

Case No. **11 CV 01364**
Code No. 30404
Foreclosure of Mortgage
Dollar Amount Greater Than \$5,000.00

**FILED
CIRCUIT COURT**

SEP 19 2011

Clerk of Courts-Walworth Co.
By: SUE A. OAKES

COMPLAINT

Now Comes the above named plaintiff, by its attorneys, O'Dess and Associates, S.C., and as and for a complaint against the defendants, alleges and shows to the Court as follows:

1. That plaintiff is described and identified in Schedule 1 which is attached hereto and

incorporated herein by reference as if set forth in full herein.

2. That the defendant(s), Duane A. Gallo and Jennifer L. Van Bampus f/k/a Jennifer L. Gallo, identified in Schedule 1 which is attached hereto and incorporated herein by reference as if set forth in full herein and who are referred to herein as mortgagor(s), duly executed and delivered a note and purchase money mortgage, for the consideration as expressed therein, copies of which are annexed hereto as Exhibit 1 and Exhibit 2, respectively, and by reference made a part hereof. That said mortgage was duly recorded in the office of the Register of Deeds for this County.

3. That a copy of the assignment of said mortgage is attached hereto as Exhibits 3, and is incorporated herein by reference as if set forth in full herein. That said assignment has been duly recorded in the office of the Register of Deeds for this County. That plaintiff is the lawful holder of the note and may enforce same and is the mortgagee of record. That Federal National Mortgage Association is the owner of said note and EverBank is the servicer per a contract with Federal National Mortgage Association.

4. That the other defendants, if any, identified in the attached Schedule 1 may have or claim to have an interest in the premises as set forth in said Schedule, but that all such interests are subordinate to plaintiff's mortgage and plaintiff's claim made herein.

5. That the mortgage premises are known and legally described as follows:

Lot 254 in Hunters Ridge Subdivision Addition No. 1, located in the NW 1/4 of Section 36, Town 1 North, Range 18 East, Village of Genoa City, Walworth County, Wisconsin. More commonly known as 708 Pintail Place. Tax Key No. THRI 00055.

6. That according to its terms, there is now due and owing to plaintiff on said mortgage note and mortgage as of October 1, 2011 the following:

Principal	\$111,443.54
Interest	\$5,746.32
Pro Rata Mortgage Insurance Premium / Private Mortgage Insurance	\$89.62
Total-Fees	\$35.00
Accumulated Late Charges	\$2,114.43
Other Fees Due	\$100.00

Recoverable Balance	\$525.00
Total	\$120,053.91

That payments pursuant to said mortgage note and mortgage are due from February 1, 2011.

7. That by reason of the aforesaid default on the part of the defendants, a notice of acceleration was given to defendants in compliance with the terms of the mortgage note and mortgage herein.

8. That the plaintiff has elected to proceed to foreclosure pursuant to §846.101, formerly §816.101, formerly §278.101, or §846.103(2) or §846.102 Wisconsin Statutes, that the premises covered by the mortgage are twenty acres or less in area, and are owner occupied, and that pursuant to said section plaintiff hereby elected to waive judgment for any deficiency which may remain due the plaintiff after sale of the mortgaged premises, against every party who is personally liable for the debt secured by the mortgage, and consents that the mortgagor(s), unless they abandon the property, may remain in possession of the mortgaged property and be entitled to all of the rents, issues and profits therefrom to the date of confirmation of sale by the Court. However, if the property is not owner occupied plaintiff will proceed under §846.103(2) for a three month redemption period. If the property is vacant and abandoned plaintiff will proceed to judgment under §846.102 Wis. Stats. and request a two month redemption period.

WHEREFORE, plaintiff demands judgment:

1. For the foreclosure and sale of the mortgaged premises in accordance with §846.101 or §846.103(2) or §846.102 Wisconsin Statutes depending upon occupancy status upon service of process;
2. That the amount due to the plaintiff in principal and interest, costs, disbursements and attorneys' fees be adjudged and determined;
3. That the defendants and all persons claiming under them be barred and foreclosed from all right, claim, lien, title, and equity of redemption in or to said premises, except the right to redeem the same before sale as provided by law;
4. That the mortgagor defendants or persons occupying the premises be enjoined and restrained from committing waste during the pendency of the action; and

5. That the plaintiff may take all necessary steps to secure and winterize the subject property in the event it is abandoned by the defendants and becomes unoccupied during the redemption period or until such time as this matter is concluded; and

6. That the plaintiff seeks permission, pursuant to §846.09, Wisconsin Statutes, to amend its pleadings to add any other parties it determines are necessary; and

7. That plaintiff have such other and further relief as may be just and equitable.

O'DESS and ASSOCIATES, S.C.

Attorneys for Plaintiff

By: M. ABIGAIL O'DESS

State Bar No. 1017869

CHAD F. KOWALEWSKI

State Bar No. 1032968

POST OFFICE ADDRESS:

Suite 403

1414 Underwood Avenue

Wauwatosa, Wisconsin 53213

(414) 727-1591

O'Dess and Associates, S.C., is attempting to collect a debt and any information obtained will be used for that purpose.

If you have previously received a Chapter 7 Discharge in Bankruptcy, this correspondence should not be construed as an attempt to collect a debt.

SCHEDULE 1

Plaintiff

1. That the plaintiff, EverBank, as successor to EverHome Mortgage Company, is a foreign corporation, duly organized and existing under the laws of the State of Florida, with its offices located at 8100 Nations Way, Jacksonville, Florida. That EverBank is the servicer for Federal National Mortgage Association. That Federal National Mortgage Association is a federally chartered corporation, duly organized and existing under the laws of the United States of America, with its offices located at 3900 Wisconsin Avenue, Washington, DC.

Defendants

2. That the defendant, Duane A. Gallo, is an adult resident of the City of Genoa City, County of Walworth, State of Wisconsin, residing at 708 Pintail Place; that defendant's occupation is unknown.

3. That the defendant, Jane Doe, unknown wife of Duane A. Gallo, is, upon information and belief, an adult resident of the City of Genoa City, County of Walworth, State of Wisconsin, residing at 708 Pintail Place; that her actual name and occupation are unknown. That said defendant has, or may have, or may claim to have, an interest or lien in the subject premises by virtue of her marriage to Duane A. Gallo.

4. That the defendant, Jennifer L. Van Bampus f/k/a Jennifer L. Gallo, is an adult resident of the City of Woodstock, County of McHenry, State of Wisconsin, residing at 841 Duvall Drive; that defendant's occupation is unknown.

5. That the defendant, John Doe, unknown husband of Jennifer L. Van Bampus f/k/a Jennifer L. Gallo, is, upon information and belief, an adult resident of the City of Woodstock, County of McHenry, State of Wisconsin, residing at 841 Duvall Drive; that his actual name and occupation are unknown. That said defendant has, or may have, or may claim to have, an interest or lien in the subject premises by virtue of his marriage to Jennifer L. Van Bampus f/k/a Jennifer

L. Gallo.

6. That the defendant, Baxter Credit Union, is a foreign community credit union, duly organized and existing under the laws of the State of Illinois, with its offices located in care of its president at 340 North Milwaukee Avenue, Vernon Hills, Illinois; that said defendant has, or may have, or may claim to have, an interest or lien in the subject premises by virtue of the following:

Mortgage, and the Terms and Conditions thereof, from Duane A. Gallo and Jennifer L. Gallo, husband and wife, to Baxter Credit Union for \$21,000.00 dated June 17, 2004 and recorded on June 29, 2004 in the Office of the Register of Deeds for Walworth County, Wisconsin, as Document No. 608801.

7. That the defendant, County of Walworth, is a body politic and a body corporate, duly organized and existing under the laws of the State of Wisconsin, with its offices located in care of the County Clerk, 100 West Walworth Street, Elkhorn, Wisconsin; that said defendant has, or may have, or may claim to have, an interest or lien in the subject premises by virtue of the following:

Judgment docketed in the Office of the Clerk of Courts for Walworth County on March 31, 2011, No. 11FA000035 in favor of Walworth County Clerk of Circuit Court, 1800 County Road NN, PO Box 1001, Elkhorn, WI 53121 plaintiff, vs. Duane A. Gallo, 708 Pintail Place, Genoa City, WI 53128 defendant, in the sum of \$52.00.

**NOTICE REQUIRED BY THE FAIR DEBT
COLLECTION PRACTICES ACT, (the Act),
15 U.S.C. Section 1692 As Amended**

1. O'Dess and Associates, S.C. is the creditor's law firm and is attempting to collect a debt for the creditor. Any information the debtor provides to O'Dess and Associates, S.C. will be used for that purpose.

2. The amount of the debt as of October 1, 2011, is set forth in paragraph 6 of the complaint attached hereto. Since interest, late charges, and other charges may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information, write the undersigned or call (414) 727-1591 and ask for attorney M. Abigail O'Dess.

3. The plaintiff as named in the attached summons and complaint is the creditor to whom the debt is owed.

4. The debt described in the complaint attached hereto and evidenced by the copy of the mortgage note attached hereto will be assumed to be valid by O'Dess and Associates, S.C., unless the debtor, within thirty days after the receipt of this notice, disputes the validity of the debt or some portion thereof.

5. **The law does not require O'Dess and Associates, S.C. to wait until the end of the thirty-day period before suing you to collect this debt. If, however, you request proof of the debt or the name and address of the original creditor within the thirty-day period that begins with your receipt of this notice, the law requires our law firm to suspend efforts (through litigation or otherwise) to collect the debt until we mail the requested information to you.**

6. If the debtor notifies O'Dess and Associates, S.C. in writing within thirty days of the receipt of this notice that the debt or any portion thereof is disputed, O'Dess and Associates, S.C. will obtain a verification of the debt and a copy of the verification will be mailed to the debtor by O'Dess and Associates, S.C.

7. If the creditor named as plaintiff in the attached summons and complaint is not the original creditor, and if the debtor makes a written request to O'Dess and Associates, S.C. within the thirty days from the receipt of this notice, the name and address of the original creditor will be mailed to the debtor by O'Dess and Associates, S.C.

8. Written requests should be addressed to Attorney M. Abigail O'Dess, O'Dess and Associates, S.C., Suite 403, 1414 Underwood Avenue, Wauwatosa, Wisconsin 53213.

If you have previously received a Chapter 7 Discharge in Bankruptcy, this correspondence should not be construed as an attempt to collect a debt.

66

NOTE

[Redacted]
FHA Case No. [Redacted]

Wisconsin

LOAN NO. [Redacted]

JULY 25, 2002
(Date)

708 RINTAIL COURT PLACE JLG
GENOA CITY, WI 53128 DJR
(Property Address)

1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means RBC MORTGAGE COMPANY, AN ILLINOIS CORPORATION and its successors and assigns.

2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of ONE HUNDRED TWENTY-SIX THOUSAND TWELVE AND 00/100 Dollars (U.S. \$ 126,012.00), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of SIX AND SEVEN EIGHTHS percent (6.875 %) per year until the full amount of principal has been paid.

Solely for the purpose of computing interest, a monthly payment received by the Note Holder within 30 days prior to or after the date it is due will be deemed to be paid on such due date.

3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

4. MANNER OF PAYMENT

(A) Time

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on SEPTEMBER 1, 2002. Any principal and interest remaining on the first day of AUGUST 1, 2032 will be due on that date, which is called the "Maturity Date."

(B) Place

Payment shall be made at P.O. BOX 948, ROCKY MOUNT, NC 27802 or at such place as Lender may designate in writing by notice to Borrower.

(C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. \$ 827.81. This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

(D) Allonge to this Note for payment adjustments

If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. [Check applicable box]

- Graduated Payment Allonge
- Growing Equity Allonge
- Other [specify]

5. BORROWER'S RIGHT TO PREPAY

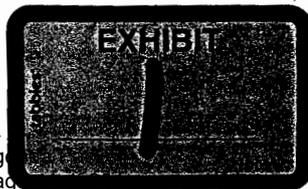
Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

6. BORROWER'S FAILURE TO PAY

(A) Late Charge for Overdue Payments

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of FOUR percent (4.000 %) of the overdue amount of each payment.

Initials: JLG
DJR



(B) Default

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

(C) Payment of Costs and Expenses

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

7. WAIVERS

Borrower and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

8. GIVING OF NOTICES

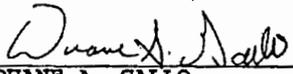
Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

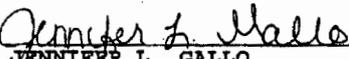
Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.


DUANE A. GALLO (Seal) - Borrower


JENNIFER L. GALLO (Seal) - Borrower

(Seal) - Borrower

(Seal) - Borrower

PAY TO THE ORDER OF

WITHOUT RECOURSE

RBC MORTGAGE COMPANY


LUIA F. MORALES
SR. WAREHOUSE COORDINATOR

0517846

WHEN RECORDED RETURN TO:
RBC MORTGAGE COMPANY, ATTN: FINAL DOCS
440 NORTH ORLEANS
CHICAGO, IL 60610
PARCEL ID NO.

RECORDED ON

2002 JUL 26 PM 4 02

CONNIE J. WOOLEVER
REGISTER OF DEEDS
WALWORTH COUNTY, WI

LOAN NO. [REDACTED]

MORTGAGE

State of Wisconsin

FHA Case No. [REDACTED] SECURITY TITLE, L.G. 27.00

MIN: [REDACTED]

THIS MORTGAGE ("Security Instrument") is given on JULY 25, 2002 . The mortgagor is
DUANE A. GALLO AND JENNIFER L. GALLO, HUSBAND AND WIFE

("Borrower").

This Security Instrument is given to Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, hereinafter defined, and Lender's successors and assigns), as beneficiary. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

RBC MORTGAGE COMPANY,
AN ILLINOIS CORPORATION
("Lender") is organized and existing under the laws of ILLINOIS , and has an address of

440 NORTH ORLEANS
CHICAGO, IL 60610

Borrower owes Lender the principal sum of
ONE HUNDRED TWENTY-SIX THOUSAND TWELVE AND 00/100

Dollars (U.S. \$ 126,012.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on AUGUST 1, 2032 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, with power of sale, the following described property located in WALWORTH County, Wisconsin:

LOT 254 IN HUNTERS RIDGE SUBDIVISION ADDITION NO. 1, LOCATED
IN THE NW 1/4 OF SECTION 36, TOWN 1 NORTH, RANGE 18 EAST,
VILLAGE OF GENOA CITY, WALWORTH COUNTY, WISCONSIN.



which has the address of **PLACE 16 DAA**
708 PINTAIL COURT, GENOA CITY
[Street] ("Property Address");

[City]

Wisconsin **53128**
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument; but, if necessary to comply with law or custom, MERS, (as nominee for Lender and Lender's successors and assigns), has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing or canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly Payment of Taxes, Insurance, and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under Paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. § 2601 et seq. and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If the Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b) and (c).

3. Application of Payments. All payments under Paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in Paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in Paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in Paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in Paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by Paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement at the Note rate, and at the option of Lender shall be immediately due and payable.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) Default. Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law (including section 341(d) of the Garn-St Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property, but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) Mortgage Not Insured. Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within **60 DAYS** from the date hereof, Lender may, at its option require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to **60 DAYS** from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorney's fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signors. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the term of this Security Instrument or the Note without that Borrower's consent.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

16. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this Paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in the paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

18. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give notice of sale in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by applicable law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the clerk of the circuit court of the county in which the sale is held.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

19. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

20. **Accelerated Redemption Periods.** If (a) the Property is 20 acres or less in size, (b) Lender in an action to foreclose this Security Instrument waives all right to a judgment for deficiency and (c) Lender consents to Borrower's remaining in possession of the Property, then the sale of the Property may be 6 months from the date the judgment is entered if the Property is owner-occupied at the time of commencement of the foreclosure action. If conditions (b) and (c) above are met and the Property is not owner-occupied at the time of the commencement of the foreclosure action, then the sale of the Property may be 3 months from the date the judgment is entered. In any event, if the Property has been abandoned, then the sale of the Property may be 2 months from the date the judgment is entered.

21. **Attorneys' Fees.** If this Security Instrument is subject to Chapter 428 of the Wisconsin Statutes, "reasonable attorneys' fees" shall mean only those attorneys' fees allowed by that Chapter.

Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

[Check applicable box(es)]

- | | |
|--|--|
| <input type="checkbox"/> Condominium Rider | <input checked="" type="checkbox"/> Planned Unit Development Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Growing Equity Rider |
| <input type="checkbox"/> Non-Owner Occupancy Rider | <input type="checkbox"/> Adjustable Rate Rider |
| <input type="checkbox"/> Other [Specify] | |

RBC MORTGAGE COMPANY, ATTN: FINAL
440 NORTH ORLEANS
CHICAGO, IL 60610

(Space Above This Line For Recording Date)

LOAN NO. [REDACTED]

FHA Case No. [REDACTED]

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 25TH day of JULY, 2002, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to RBC MORTGAGE COMPANY

("Lender") of the same date and covering the property described in the Security Instrument and located at:

708 PINTAIL COURT PLACE
GENOA CITY, WI 53128

[Property Address]

The Property Address is a part of a planned unit development ("PUD") known as:

HUNTERS RIDGE

[Name of Planned Unit Development]

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. So long as the Owners Association (or equivalent entity holding title to common areas and facilities), acting as trustee for the homeowners, maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the property located in the PUD, including all improvements now existing or hereafter erected on the mortgaged premises, and such policy is satisfactory to Lender and provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and other hazards included within the term "extended coverage", and loss by flood, to the extent required by the Secretary, then: (i) Lender waives the provision in paragraph 2 of this Security Instrument for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property, and (ii) Borrower's obligation under paragraph 4 of this Security Instrument to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy. Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage and of any loss occurring from a hazard. In the event of a distribution of hazard insurance

MULTISTATE - FHA Planned Unit Development Rider
Form 27823 1/96
Contour Software, Inc. (800) 777-1718
#CON27823 (FHA27823) 3/96

Page 1 of 2

Initials: DAJ/VG

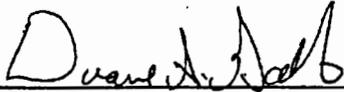
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proceeds in lieu of restoration or repair following a loss to the Property or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by this Security Instrument, with any excess paid to the entity legally entitled thereto.

B. Borrower promises to pay all dues and assessments imposed pursuant to the legal instruments creating and governing the PUD.

C. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph C shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.


DUANE A. GALLO (Seal) -Borrower


JENNIFER L. GALLO (Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

STATE BAR OF WISCONSIN FORM 14 1982
ASSIGNMENT OF MORTGAGE

DOCUMENT#: 821943
Recorded: 09-15-2011 at 9:55 AM
CONNIE J WOOLEVER REG OF DEEDS
WALWORTH COUNTY, WISCONSIN
Pages: 1 Fee Amount: \$30.00

DOCUMENT NO.

Mortgage Electronic Registration Systems, Inc., solely as nominee for RBC Mortgage Company and its successors and assigns Assignor, for valuable consideration assigns to EverBank, the Mortgage executed by Duane A. Gallo and Jennifer L. Gallo, Husband and Wife to RBC Mortgage Company, An Illinois Corporation, on the 25th day of July, 2002 and recorded in the office of the Register of Deeds of Walworth County, Wisconsin, on July 26, 2002 as Document Number 0517846.

The above recording information verifies this document has been electronically recorded and returned to the submitter

LOT 254 IN HUNTERS RIDGE SUBDIVISION ADDITION NO. 1, LOCATED IN THE NW 1/4 OF SECTION 36, TOWN 1 NORTH, RANGE 18 EAST, VILLAGE OF GENOA CITY, WALWORTH COUNTY, WISCONSIN.

Property Address: 708 Pintail Place, Genoa City, Wisconsin 53128

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS

O'DESS and ASSOCIATES, S.C.
1414 Underwood Avenue
Suite 403
Wauwatosa, WI 53213

MIN: [REDACTED] MERS Phone: [REDACTED]

THRI 00055
PARCEL IDENTIFICATION NUMBER

This assignment is made without recourse.

(OR) Assignor covenants that there is now owing and unpaid on the note and Mortgage, as principal, a sum of not less than _____ Dollars, and also interest _____

and that the Assignor is the owner of the note and mortgage and has good right to assign it.

Dated this 12 day of September, 2011

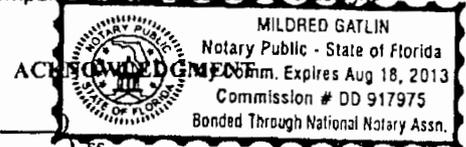
(SEAL)

BY: Janet Koenig (SEAL)
Janet Koenig Assistant Secretary
Mortgage Electronic Registration Systems, Inc., solely as nominee for RBC Mortgage Company and its successors and assigns

AUTHENTICATION

Signature(s) _____

Authenticated this _____ day of _____, 20____



State of Florida
Duval
County.

TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by § 706.06, Wis. Stats.

Personally came before me this 12 day of September
2011 the above named Janet Koenig

to me known to be the person Janet Koenig who executed the foregoing instrument and acknowledge the same.

Mildred Gatlin
Mildred Gatlin
Notary Public, Duval County, FL

THIS INSTRUMENT WAS DRAFTED BY
M. Abigail O'Dess, Attorney at Law. Bar Code: 1017869

(Signatures may be authenticated or acknowledged. Both are not necessary.)

My Commission is permanent. (If not, state expiration date:
08-18-2013)





Wireless Broadband for Wisconsin
 Lily Homstad
 to:
 kbushey
 09/08/2011 03:29 PM
 Show Details

Follow Up:
 Normal Priority.

3 Attachments



image001.gif image002.jpg WISC Fact Sheet.docx

Good Afternoon Ms. Bushey,

My name is Lily Homstad with the *Wireless Broadband for All* campaign, and I'm reaching out to you because we need your help to make sure rural Wisconsin has access to the same cutting edge wireless broadband network as the rest of America.

Here's the issue: The Federal Communications Commission is considering a proposal that over the next 10 years would dump \$42 billion in federal taxpayer funds into outdated wired broadband networks and invest just \$3 billion in cutting edge wireless broadband networks.

Walworth County has seen the benefits of Universal Service in the past. From 2008 - 2010, the federal funds were used by U.S. Cellular to build four cell sites that have since been outfitted with 3G mobile broadband – one in Genoa City, two in Lake Geneva and one in Sharon. If this proposal is accepted, a future federally funded high-speed wireless broadband site near Big Foot Beach State Park (among others across the state) could be in jeopardy.

New cell towers improve wireless reception in the area, provide wireless internet, and strengthen the emergency response system as well as business capabilities.

Considering how much more people depend on their cell phones, we believe this is a shortsighted and dangerous proposal for counties all over Wisconsin. We'd like your help to make sure the FCC scraps this proposal in favor of one that includes a fair share of federal support for mobile wireless broadband in rural America.

Here's how you can help your county and the rest of Wisconsin:

1. **Send a letter to Congress.** Visit <http://www.wirelessbroadbandforall.com> > www.wirelessbroadbandforall.com and submit a letter to Congress urging the FCC to prioritize wireless broadband in any reform of the Universal Service Fund. We can also fax you a letter to sign, which we will hand deliver for you. Submitting a letter online takes less than a minute.
2. **Sign-on to a letter to the editor:** I'll draft a letter for you describing the current situation and how community members can take action. I'll send it to you to revise as you see fit, and once you approve, I'll get it over to nearby newspapers.
3. **Spread the word.** Encourage your colleagues, neighbors and friends to visit <http://www.wirelessbroadbandforall.com> > www.wirelessbroadbandforall.com and take action.

America already has a digital divide when it comes to mobile services. We greatly appreciate anything you can do to prevent it from growing.

I am always available if you have any questions about the proposal or if you would like to sign-on to a letter to the editor. Feel free to call or email me at any time; you can reach me at <mailto:lhomstad@grisko.com> > lhomstad@grisko.com or 312-335-0100.

Sincerely,

Lily Homstad
Wireless Broadband for All Campaign

P.S. Attached is a fact sheet that details the proposal being considered by the FCC and how it could adversely impact small communities across Wisconsin.

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<http://www.grisko.com/>
title="<http://www.grisko.com/>
">www.grisko.com

Lily Homstad

<mailto:lhomstad@grisko.com>">lhomstad@grisko.com

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Chicago, Illinois 60654
312.335.0100 (office)
847.845.8992 (mobile)
312.335.0103 (fax)

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Wireless Broadband *for All*

Wisconsin Fact Sheet

USF

- The Federal Communications Commission (FCC) is considering a proposal, sponsored by the landline industry, which would severely limit high-speed mobile wireless broadband expansion in rural communities, in favor of outdated landline technology.
- If the FCC adopts this proposal, over the next 10 years \$42 billion will be invested in outdated landline technology, leaving just \$3 billion to be invested in cutting edge mobile wireless broadband. That's almost \$14 spent on yesterday's wired networks for every dollar invested in tomorrow's wireless broadband networks. The critical need for mobile wireless communication in rural areas will be ignored.
- The proposal represents a potential loss to rural Wisconsin of up to \$208 million that could have been used for new mobile wireless broadband sites and infrastructure over the next 10 years.
- A recent Deloitte report projects that every \$1 million invested in mobile wireless broadband creates 15 new jobs. Under this proposal Wisconsin could lose out on up to 3,100 new jobs for its rural communities.
- Rural communities like Saxeville (pop. 974), Gratiot (pop. 252) and Neosho (pop. 593) could be deprived of new wireless sites with high-speed wireless broadband, further widening the digital divide between rural towns and the rest of America.
- Thanks to support from the Universal Service Fund, companies like U.S. Cellular have been able to expand wireless networks in rural Wisconsin, improving public safety and economic development in smaller communities.
- Since 2008, U.S. Cellular has utilized USF funding to build 77 wireless voice and Internet cell sites in rural towns across Wisconsin, the majority of which have populations of less than 5,000.
- Without USF for wireless, it would have been impossible to support infrastructure investment in these sparsely populated and rural areas.

Economic Development & Public Safety

- At a time when job creation and innovation is a top priority, focusing funds on the construction of new cell towers and expanded access to next generation mobile wireless services will spur new jobs and increase productivity.
- Today's competitive business world waits for no one. People need the ability to work from anywhere, not just from behind a desk.
- Police, firefighters and other first responders depend on wireless networks to locate and rescue victims during emergencies. In these situations, a reliable mobile wireless network can literally mean the difference between life and death.
- Soon, mobile devices will be capable of making high quality video calls, submitting payments, sending real-time data to a doctor or lifesaving pictures to a 9-1-1 operator. If this proposal is adopted, leaving small towns with spotty or even non-existent coverage, our rural citizens are at risk of being deprived of the modern technology people living in urban areas will soon experience.

Take action today! Visit www.wirelessbroadbandforall.com and make your voice heard.

TO SUPPORT H.R. 1489 OF THE UNITED STATES CONGRESS: THE RETURN TO PRUDENT BANKING ACT

Motion by: Zeitz
 Second by: Bailey

Dist.	Supervisor	Y	N	Abs
13	Alber	X		
18	Bailey	X		
12	Berndt	X		
3	Bloomer	X		
1	Caylor	X		
19	Fox			
10	Giese			
8	Krueger	X		
15	Lee	X		
16	Loka	X		
14	Lussow	X		
20	Meyer		X	
11	Mittelstadt	X		
17	Nelson	X		
4	Pampuch	X		
22	Rankin	X		
7	Rusch	X		
5	Saal	X		
21	Simon	X		
2	Weaver		X	
6	Woller	X		
9	Zeitz	X		
Totals		16	2	

Carried
 Defeated
 Amended
 Voice vote
 Roll call

WHEREAS, in 1933 The U.S. Congress passed into law a regulation of banks that separated commercial banking from investment banking called the Glass-Steagall Law ; and

WHEREAS, the separation of those conflicting financial interests prevented "main street" Americans from having their life savings risked in "Wall Street" speculations; and

WHEREAS, Congress repealed the Glass-Steagall Act and President Clinton signed it in 1999 resulting in a decade of speculation and greed by "financial experts" and the implosion of the U.S. economy and the loss of trillions of dollars needed by average Americans for their livelihood and retirement; and

WHEREAS, the economic implosion of 2008 continues, which has harmed citizens of Lincoln County resulting in high local unemployment rates, increased social services demands and potential national and global economic collapse.

NOW, THEREFORE BE IT RESOLVED, that the Lincoln County Board of Supervisors supports the passage of H.R. 1489 to reinstate the Glass-Steagall Act a law in the United States.

NOW, THEREFORE BE IT FURTHER RESOLVED that copies of this resolution be sent to the President of the United States, the Wisconsin U.S. Senators and Representatives, the Governor of Wisconsin, Lincoln County State Senate and Assembly Representatives, all Wisconsin Counties and the Wisconsin Counties Association.

Dated this 20th day of September, 2011.

Committee Action:

Fiscal Impact: None

Drafted by: Bill Zeitz, District 9

STATE OF WISCONSIN)
) SS:
 COUNTY OF LINCOLN)

I hereby certify that this resolution/ordinance is a true and correct copy of a resolution/ordinance adopted by Lincoln County Board of Supervisors on:

Sept. 20, 2011
Sheila Pudelko
 Sheila Pudelko, County Clerk



Memorandum

Administration

David A. Bretl
County Administrator

Suzanne Harrington
Administrative Assistant

Tammy L. Werblow
Administrative Assistant

To: Walworth County Board of Supervisors
From: Walworth County Human Resources Committee
Date: October 3, 2011
Re: Chapter 15 Revisions

At the September 21st Human Resources Committee meeting, the Committee began reviewing the revisions to Chapter 15 of the Code. As you may recall, these revisions incorporate all of the new policies that will replace the union contracts, which are set to expire this year. At the Committee's request, Chapter 15 (with the recommended changes) is being forwarded to the full Board for review and discussion at the October 11th County Board meeting. The item will then be referred back to the Human Resources Committee for final changes and recommendations. It is anticipated that the final version of the amendment will be sent to the Board for consideration and adoption at the November 8th Board meeting.

Thank you.

DAB/tlw
Enclosure

Ordinance	Change/Addition/Deletion
General	1.Removed/changed reference to cba's where needed 2. Cleaned up/removed "regular" or "normal" schedule references 3. Removed all references to "personnel code." 4. Kept Article I & II changes that we had previously discussed at committee (if still applicable) 5. Removed all references to "probation." 6. Removed all references to "seniority." Changed any section references that changed with this re-write of the ordinances.
At-will Employment (15-6)	Cleaned up this section to eliminate at-will for only a select group of employees, as all employees will become at-will immediately upon adoption of the ordinances or when their collective bargaining agreement expires.
For-cause Employees (15-7)	Removed, as employees will all be at-will.
Harassment in the Workplace (15-43, Retaliation)	Went into more detail on the prohibition on retaliating.
Recruitment & Selection (15-51 to 15-62)	Changed to show that we can recruit in any fashion (internal, external, both). Eliminated the provision that we have to post to the union. The number of applicants referred was limited to five, we are opening that up to no specific number. Added current draft of nepotism policy. Expanded the background section. Removed everything related to probationary periods.
Layoff (15-90 to 15-96)	Changed layoff decisions to be based on the type of work being eliminated and the performance of employees (removed any reference to seniority). Added a provision that should the county choose to, they could ask for volunteers to take layoff. Added in provision that someone is on layoff status beginning the 5th month after their FMLA runs out. "Recall" will not be used anywhere in the ordinances now, only "reinstatement." The change means that an employee on layoff may apply for an open position and may be brought back, but has no guarantee or promise of getting a position. Makes the layoff period one year for everyone.
Notice of Termination (15-103)	Added a few more instances of when an employee would be considered terminated. Added provision that prior to discharging an employee on an employment contract the department head must confer with the county administrator. Changed so that we do not have to give someone two weeks notice of discharge in cases of misconduct.
Employee Notice of Resignation (15-104)	Changed to say that an employee should give as much notice as possible, but no less than 2 weeks (everyone but contract ee's) or one month (contract employees).

Ordinance	Change/Addition/Deletion
Request to Rescind Resignation (15-105)	Removed an employee's ability to request to rescind their resignation. Resignations shall be considered final and irrevocable.
Hours of Work (15-120 to 15-124)	The departments currently with an 8-5 exception are looking for revisions. The school is only open until 4:00 p.m., and Public Works is open at 7:00 a.m. LURM would like to change to the county standard (they are currently 7:00 a.m. - 5:00 p.m.). This codifies rest periods for the whole county. The work schedule language allows for each department to set schedules and hours for their employees.
Medical Standards (15-150 to 15-159)	Mostly cleanup. Added psychological where appropriate. Removed the ability for someone with permanent restrictions to be on layoff, instead will be terminated.
Civil Service (15-170 to 15-195)	Cleaned up this section to match our current practices.
Elected Officer Compensation (15-300)	Changes the retirement contribution language to meet state law.
Employee Request for Reallocation/Reclassification (15-317)	Changed to clarify that as often as possible employees will be assigned within their job classification, however there is a mechanism for someone working outside of their classification on a regular basis to receive a rate differential, which does not include a permanent reclassification of their position.
Overtime Pay (15-321)	Changed that non-productive hours (vacation, sick, etc.) do NOT count as hours worked when calculating overtime. Adds the nursing home FLSA overtime provision for long-term care.
Compensatory Time (15-322)	Changed the bank limit for all to 60 hours. I added provisions for the groups who are over 60 (1925 is at 120 and 1925A is at 96) to have it paid out the beginning of January. Also added the provision that all compensatory banks will be paid out on the employee's last pay date of each year. The ability to carry from year-to-year will end beginning in 2012.
Flexible Work Scheduling (15-323)	Need to revise a sentence that read that salaried employees could not do their time hour for hour on their timecard. The intent of that sentence when first written was that a salaried-exempt employee shouldn't expect an hour-for-hour "payback" of hours worked beyond 80 in a pay period. This restates the original intent.
Pay Plan Administration (15-333)	All employees will now be required to have a completed performance evaluation on file of "above average" performance or higher before being able to receive a step increase. Eliminates step advancement for casual, limited term or student workers. Removed the provision that any unpaid time would prolong the next step date. Addresses when a next step would be when moving to a new position.

Ordinance	Change/Addition/Deletion
Reinstatement of Pay or Benefits (15-337)	Addresses how an employee who is reinstated will be treated with respect to pay and benefits.
Severance (15-338)	This removes a sentence incorrectly stating a benefit that does not exist and is addressed earlier and in the same section.
Special Pay Premiums (15-359)	Changes a call-in to straight time (versus time and one-half). Clarifies who the shift premium defined in this section applies to. Clarifies that any premiums apply only to productive hours.
Exceptions for Corrections Division Supervisory Staff (15-363)	Adding new language that matches the uniform benefit that the union corrections division staff receives for corrections division supervisory personnel.
Employee Performance Evaluation (15-370 & 15-371)	Adds that the evaluation will be on forms prescribed by the director. Removes their ability to appeal the eval, but allows for an employee to append any comments they would like to the evaluation.
Employee Benefits (in general) (15-502 & 15-503)	This changes the title of who is responsible for plan documents and plan administration to Finance from HR (should have changed when benefits moved to Finance).
Vacation Schedule (15-513)	All of the hourly groups had similar schedules, with the exception of non-rep hourly (which was a "longer" schedule). Adopted the shorter schedule and will be grandfathering all current employees on that schedule. Salaried-exempt will keep same schedule (current employees and new hires). New hire hourly will max out at 4 weeks (versus 5), and will have a longer schedule to get to the max.
Sick Schedule (15-514)	Grandfathered all current employees at current level. New hires will accrue 40 hours per year, with a bank maximum of 80 hours (but will be eligible to purchase a short-term disability policy). New hire school management staff will also receive 40 hours (they are the group that gets a lump-sum amount put into their bank at the beginning of the school year). The change for new teachers to the 40 hours is contained in 15-1050.
Accrued Benefits in General (15-516)	Current employees have to wait one year to vacation and six months to use sick time, new hires will have to wait one year for vacation but will be eligible to use sick leave right away. No changes for salaried employees (current or new hires) as both are available to them immediately.

Ordinance	Change/Addition/Deletion
Sick Leave Substantiation (15-518)	Tightens up that we can ask for a doctors note if sick more than three consecutive days, but we can also request substantiation if we detect a pattern in their absences.
Use of Sick Leave for Family Member (15-518)	AFSCME was unlimited sick time for family, non-reps were 32 hours. This will make it 40 hours for everyone, current employee or new hire.
Holiday Pay (15-519)	First, an employee who is schedule off on the holiday will only be paid to work on the holiday if the department requests them to (can no longer be up to the employee). This lowers the cap on the holiday bank to 40 hours and includes a provision for those who have more than that to use it by June 30, 2012 or it will be paid out in July. This also clarifies that a sworn management staff employee must be present and working to receive the additional 1 1/2 time benefit versus using non-productive time (vacation, flex time, etc.) to earn the additional benefit.
Donor Program (15-525)	Allows for everyone to participate in the program (no waiting period anymore), but adds that you cannot receive donated hours if you are receiving short-term disability benefits offered through the county. Also adds the procedure for requesting to receive the program.
Health Insurance - Premium Contribution for part-time (15-533 (c))	Remove the opportunity for part-time employees to work more hours and reduce their premium contribution from those extra hours. (i.e. a .50 employee picking up hours to get to .90 FTE contribution level)
Health Insurance Enrollment (15-535)	A few changes in the number of days when enrollment or changes are needed based upon the plan document. Also removes the annual choice period language, as we currently have one health plan.
Labor-Management Insurance Committee (15-540)	Adds a provision that the county will meet with representatives of the unions and management on a quarterly basis to discuss insurance benefits.
Life Insurance/LTD/STD (15-543 to 15:549)	Breaks apart LTD and Life insurance benefits and goes into more detail on the benefit levels. Adds short-term disability option for new hires.
Retirement Benefits - WRS (15-551 and 15-552)	Changes the language to meet the state law. Also makes changes to address the WRS rules on reporting wages for military and workers compensation recipients.

Ordinance	Change/Addition/Deletion
Retirement Benefits - Health Insurance (15-556)	Spells out the exact dates that employees are or are not eligible to receive retiree health benefits.
Personal Property of Employees (15-610)	Adds provision that if an employee's glasses, dentures or hearing aids are damaged while performing their duties that they will receive repair or replacement up to \$150.
Firearms or Weapons (15-611)	Once the new ordinance is written we will refer to that ordinance in this section.
Bulletin Boards (15-636)	Adds a provision that while the county will maintain bulletin boards for communication, an employee must secure authorization before posting anything on a bulletin board.
Absence Due to Severe Weather or Other Emergencies (15-707)	Adds a provision that in the event we stay open during severe weather or other emergency that a department head can allow employees to not report for work, but they must take benefit time (vacation, comp or holiday) for the hours not worked.
Leaves of Absence - Applicability (15-720 to 15-730)	Changed so that any absences of more than one week needs to be approved through HR, less than one week can be approved by the department head. Removes "Union Leave" as an option for an employee. Clarifies that an employee who has been on non-FMLA leave for four months will be placed on layoff the beginning of the fifth month.
Service in the Armed Forces (15-740 to 15-744)	Cleans up the language to match our current practices in regards to the two-week pay differential and retirement contributions.
Departmental Work Rules in General (15-801)	Codifies that work rules will be promulgated by department heads subject to the approval of the L/ERD and how they rules should be disseminated.
Union Business (15-805)	Limits what can/can't be done on county time in regards to union business.
Personal Appearance and Workplace Attire (15-806)	Strengthens our current ordinance and shows exactly who should be communicating department standards and when they should be discussed with employees.

Ordinance	Change/Addition/Deletion
Drug and Alcohol Free Workplace and Drug or Alcohol Testing (15-809 & 15-810)	Removes the specific items that will be taken into account when addressing violations of the policy and give more flexibility to the county in those decisions. Adds a line that says a copy of the full employee substance abuse policy will be given to new employees during orientation and available electronically for all employees. Tightens up that a refusal to submit to a test or failure of a test by an applicant will result in immediate withdrawal of the job offer. Further defines what constitutes an "on-the-job" accident requiring a drug and alcohol test. Also states that the county can test for reasonable cause and states where a manager would look to find the threshold for sending an employee for a reasonable cause test.
Discipline (15-822)	Removes the seven "just cause" standards.
Presence of Another Individual at Employee's Request (15-824)	Replace their right to a representative with a more general "presence of another individual" and puts limits on that if it's another employee they will no be paid for their time as a representative (similar to the provisions in the grievance procedure).
Employee Property Rights (15-826)	Remove this section as employees will no longer have any property rights.
Sick Leave - Teachers (15-1050)	This is the teacher ordinance section. This brings in the change in sick time for new hires, leaving as-is for current employees.
Early Retirement Opportunity (15-1061)	This is the teacher ordinance section. When we adopted the teacher ordinances we mistakenly added a sentence about the retiree paying the employee portion during their five years of paid insurance. That was not the intent and has never been our practice. This change cleans that up.
Distribution of Paychecks (30-410 & 30-413)	Changes that all employees will now be required to have their paystubs electronically distributed.
Other things that are different that are not reflected in the ordinance changes	
Post Employment Health Plan (PEHP)	When the county and unions agreed to no health insurance for new hires (around 2005), a provision was added in the collective bargaining agreements that in lieu of that benefit new hires would receive a one-time contribution of \$3,000 into a PEHP plan upon completion of their probationary period. We will not be continuing that benefit.

Ordinance	Change/Addition/Deletion
Holidays	1925A and 1925B collective bargaining agreements give Easter Sunday as a holiday to the classifications who are scheduled on weekends instead of the Friday immediately preceding Easter. All employees will now recognize the Friday immediately preceding Easter as the holiday (as already prescribed by 15-515).
Perfect Attendance (1925A)	Will not be continuing the perfect attendance bonus payment program as it has not shown to improve employee attendance.
Shift Preference, Overtime Distribution, Schedule of Work	These items that were specific in the collective bargaining agreements will now be under the authority of each department head to determine and administer. Departments will be making departmental policies on these issues.

Ordinance	Change/Addition/Deletion
1925 (Highway - AFSCME) Specific Provisions	
Licensure	CDL Haz Mat Endorsement Loss of CDL
Compensation	Call-in Pay Tool Allowance Temporary Assignment - Higher Pay Range Temporary Assignment- superintendent/assistant superintendent Longevity bonus
Accrued Benefits	Vacation accrual change Vacation Scheduling
1925A (LHCC - AFSCME) Specific Provisions	
Accrued Benefits	Vacation Scheduling - Nursing Department
Compensation	Hire Above Minimum - Certified Nursing Assistant Standby Pay Shift Differential Weekend Differential Longevity bonus
1925B (Courthouse - AFSCME) Specific Provisions	
Uniforms - Corrections Division	Uniforms - Corrections Division
Compensation	Call-in Pay Hire Above Minimum - Correctional and Classification Officers Community Service/Electronic Monitoring Standby Pay Shift Differential Longevity bonus
1925C (HHS Employees - AFSCME) Specific Provisions	
Compensation	Call-in Pay Shift Differential Emergencies and Vacations Intensive Outpatient Holiday Coverage Longevity bonus
HHS Professionals Specific Provisions	
Classification & Compensation	Human Service Specialist II Classification Standby Pay Shift Differential - Crisis Intervention Intensive Outpatient Holiday Coverage Emergencies and Vacations AODA Subspecialty Certification - LPC/LCSW

Chapter 15

HUMAN RESOURCES

Article I. In General

Division 1. Employment Relations

- Sec. 15-1. Purpose.
- Sec. 15-2. Applicability.
- Sec. 15-3. Manner of implementing policy; interpretation; enforcement.
- Sec. 15-4. Definitions.
- Sec. 15-5. Labor-management relations.
- Sec. 15-6. At-will employment.
- Sec. 15-7. ~~For-cause employees.~~ Reserved.
- Sec. 15-8. Independent contractors.
- Sec. 15-9. Volunteers.
- Sec. 15-10. Managerial rights retained; changes in policies and practices.
- Sec. 15-11. Reserved.

Division 2. Position Control

- Sec. 15-12. Policy.
- Sec. 15-13. Position changes subject to county board approval.
- Sec. 15-14. Additional rules concerning position changes.
- Sec. 15-15. Limited term or student intern positions.
- Sec. 15-16. Authorized classification levels.
- Sec. 15-17. Authorized positions by department.
- Sec. 15-18. Overfilling of authorized FTEs.
- Secs. 15-19--15-30. Reserved.

Article II. Employment

Division 1. Equal Employment Opportunity

- Sec. 15-31. Equal employment opportunity policy.
- Sec. 15-32. Equal opportunity, civil rights, and section 504 laws and regulations.
- Sec. 15-33. Affirmative action plan.
- Sec. 15-34. Affirmative action in employment.
- Sec. 15-35. Affirmative action in services delivery.
- Sec. 15-36. Appeals under this division.
- Secs. 15-37--15-40. Reserved.

Division 2. Harassment in the Workplace

- Sec. 15-41. Policy.
- Sec. 15-42. Prohibited activity.
- Sec. 15-43. Retaliation prohibited.
- Secs. 15-44--15-50. Reserved.

Division 3. Recruitment and Selection

- Sec. 15-51. Policy.
- Sec. 15-52. Recruitment.
- Sec. 15-53. Application process.
- Sec. 15-54. Selection process.
- Sec. 15-55. Referral of applicants to appointing authority.
- Sec. 15-56. Background references.
- Sec. 15-57. Hiring minors.
- Sec. 15-58. Offer of employment.
- ~~Sec. 15-59. Reinstatement.~~ Reserved.

Sec. 15-60. Nepotism or conflict of interest.
Sec. 15-61. Employment in two positions.
Sec. 15-62. Interview and relocation expenses.
~~Sec. 15-63. Probationary periods~~
Secs. 15-64--15-69. Reserved.

Division 4. Promotion, Lateral Transfer and Demotion

Sec. 15-70. Policy.
Sec. 15-71. Promotion.
Sec. 15-72. Lateral transfer.
Sec. 15-73. Demotion.
Sec. 15-74. Change in bargaining unit and/or department.
~~Sec. 15-75. Employee rejection of transfer.~~
Secs. 15-75--15-79. Reserved.

Division 5. Orientation and Training

Sec. 15-80. Policy.
Sec. 15-81. Reserved.
Sec. 15-82. Training required as a condition of employment.
Sec. 15-83. Training required due to change in job duties.
Secs. 15-84--15-89. Reserved.

Division 6. Layoff ~~and Recall~~

Sec. 15-90. Policy.
Sec. 15-91. ~~Notice of layoff.~~ Layoff Procedures
Sec. 15-92. ~~Order of layoff.~~ Reinstatement from layoff.
Sec. 15-93. ~~Maximum layoff period.~~ Maximum layoff period.
Sec. 15-94. ~~Transfer in lieu of layoff.~~ Transfer in lieu of layoff.
Sec. 15-95. ~~Recall from layoff.~~ Contact information.
Sec. 15-96. Effects on benefits during layoff.
Secs. 15-97--15-99. Reserved.

Division 7. Termination of Employment

Sec. 15-100. Policy.
Sec. 15-101. Incentives for early retirement.
Sec. 15-102. Permanent reduction in force.
Sec. 15-103. Notice of termination.
Sec. 15-104. Employee decision to terminate employment.
Sec. 15-105. Request to rescind a resignation.
Sec. 15-106. Termination date.
Sec. 15-107. Return of county property; security issues.
Secs. 15-108--15-119. Reserved.

Division 8. Hours of Work

Sec. 15-120. Policy.
Sec. 15-121. Normal workweek.
Sec. 15-122. Meal periods and rest periods.
Sec. 15-123. Employee work schedules.
Secs. 15-125--15-129. Reserved.

Division 9. Outside Employment

Sec. 15-130. Policy.
Sec. 15-131. Restrictions on outside employment.
Sec. 15-132. Employee absences.
Sec. 15-133. Restrictions on attorneys.
Secs. 15-134--15-139. Reserved.

Division 10. Temporary Staffing

Sec. 15-140. Policy.
Sec. 15-141. Limited-term employees.

Sec. 15-142. Temporary staffing agencies.
Secs. 15-143--15-149. Reserved.

Division 11. Medical Standards

Sec. 15-150. Policy.
Sec. 15-151. Administration.
Sec. 15-152. Required medical examinations.
Sec. 15-153. Medical and psychological records.
Sec. 15-154. Safety considerations.
Sec. 15-155. Infectious diseases.
Sec. 15-156. Reasonable accommodation.
Sec. 15-157. Return to work.
Sec. 15-158. Violation of ~~medical~~ restrictions.
Sec. 15-159. Permanent ~~medical~~ restrictions.
Secs. 15-160--15-169. Reserved.

Division 12. Civil Service

Subdivision 1. Generally

Sec. 15-170. Authority.
Sec. 15-171. Definitions.
Secs. 15-172--15-175. Reserved.

Subdivision 2. Civil Service Board

Sec. 15-176. In general.
Sec. 15-177. Duties.
Secs. 15-178--15-183. Reserved.

Subdivision 3. Employment

Sec. 15-184. Duties of the human resource committee.
Sec. 15-185. Duties of the director.
Sec. 15-186. Applicability.
Sec. 15-187. Minimum qualifications.
Sec. 15-188. Initial appointment.
Sec. 15-189. Veteran's preference.
Sec. 15-190. Promotions.
Sec. 15-191. Leave of absence to serve as sheriff or undersheriff.
Sec. 15-192. Tenure in office.
Sec. 15-193. Disciplinary actions and appeal.
Sec. 15-194. Grievance procedure for a deputy.
Sec. 15-195. Honorary deputies.
Secs. 15-196--15-299. Reserved.

Article III. Pay Practices

Division 1. Elected Officer Compensation

Sec. 15-300. Policy.
Sec. 15-301. Total annual compensation.
Sec. 15-302. Fringe benefits.
Sec. 15-303. Employee elected to county elective office.
Secs. 15-304--15-309. Reserved.

Division 2. Classification and Compensation

Sec. 15-310. Policy.
Sec. 15-311. Compensation objectives.
Sec. 15-312. Position classification.
Sec. 15-313. Factors applied to determine pay range.
Sec. 15-314. Classification titles.
Sec. 15-315. Classification plan authorization.

- Sec. 15-316. Changes in program or organization.
- Sec. 15-317. Employee request for reallocation or reclassification.
- Sec. 15-318. Authorized classifications.
- Sec. 15-319. Casual, limited term and student positions.
- Sec. 15-320. Pay plans.
- Sec. 15-321. Overtime pay.
- Sec. 15-322. Compensatory time.
- Sec. 15-323. Flexible work scheduling.
- Sec. 15-324. Performance based compensation for certain employees.
- Secs. 15-325--15-329. Reserved.

Division 3. Pay and Benefit Administration

- Sec. 15-330. Policy.
- Sec. 15-331. Pay and benefit groups.
- Sec. 15-332. New or changed employee pay or benefits.
- Sec. 15-333. Pay plan administration.
- Sec. 15-334. Retroactive pay.
- Sec. 15-335. Position classification actions.
- Sec. 15-336. Employment in two positions.
- Sec. 15-337. Reinstatement of pay or benefits.
- Sec. 15-338. Severance pay upon layoff or termination.
- Sec. 15-339. Conversion of sick leave ~~and other accrued time off~~ to health insurance credits.
- Sec. 15-340. Severance pay in lieu of notice.
- Sec. 15-341. Negotiated severance agreements.
- Sec. 15-342. Allocation of severance pay for unemployment compensation purposes.
- Secs. 15-343--15-349. Reserved.

Division 4. Management Pay Policies

- Sec. 15-350. Retention of management employees.
- Secs. 15-351--15-355. Reserved.
- Sec. 15-356. Department head appointment.
- Sec. 15-357. ~~Management school ("MT") pay plan.~~ CDEB management-staff ("Q") pay plan.
- Sec. 15-358. ~~Administrative support ("AS") pay plan.~~ Non-union hourly ("H") pay plan.
- Sec. 15-359. Special pay premiums.
- Sec. 15-360. Educational incentive pay.
- Sec. 15-361. Professional licenses.
- Sec. 15-362. Exceptions for law enforcement positions.
- Sec. 15-363. Exceptions for corrections division supervisory staff.
- Secs. 15-364--15-369. Reserved.

Division 5. Employee Performance Evaluation

- Sec. 15-370. Policy.
- ~~Sec. 15-371. Appeal process.~~
- Secs. 15-372--15-379. Reserved.

Division 6. Timekeeping Policy

- Sec. 15-380. Policy.
- Sec. 15-381. Recordkeeping.
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ARTICLE I.

IN GENERAL

DIVISION 1.

EMPLOYMENT RELATIONS

Sec. 15-1. Purpose.

The purpose of this chapter is to establish and maintain a written code of sound employment policies that provide the basic principles by which the county governs its employment relations. The policies shall be based on the following objectives:

- (1) Recruiting, selecting and advancing employees on the basis of their relative ability, knowledge, skills which may include open competition of qualified applicants for initial appointments;
- (2) Providing equitable and adequate compensation for all employees;

- (3) Recognizing good job performance, rewarding exceptional performance and correcting inadequate performance in a fair and timely manner;
- (4) Assuring fair treatment of all applicants and employees in all aspects of personnel administration without regard to use or non-use of lawful products off of the employer's premises during nonworking hours, political affiliation, race, creed, ancestry, color, national origin, sex/gender, sexual orientation, age (40 and over), handicap/disability, arrest/unrelated conviction record, marital status, military/service/veteran status, genetic information, religion or other protected status, and with proper regard for their rights as citizens;
- (5) Protecting employees against coercive political activities and prohibiting the use of official authority for the purpose of interfering with or affecting the result of an election or a nomination for office;
- (6) Providing training programs to enhance the knowledge, proficiency, ability and skills of employees.

Sec. 15-2. Applicability.

(a) Unless otherwise specified herein, this chapter shall apply to human resources administration for all positions, employees and departments of the county, except as otherwise provided by state statute, federal law or otherwise expressly provided herein. In the event of conflict with state statute or federal law, the state statute or federal law shall control. ~~In the event of conflict with the personnel code, this chapter shall apply.~~

(b) This chapter shall apply to union represented employees where the collective bargaining agreement does not address the particular issue.

~~(1) Any provision contained herein, which is more generous in application than a provision of a collective bargaining agreement, shall not apply to a union represented employee.~~

~~(2)~~ (1) When any provision of a collective bargaining agreement is in conflict with or is more generous than this chapter, the provisions of the collective bargaining agreement shall apply.

Sec. 15-3. Manner of implementing policy; interpretation; enforcement.

(a) The county administrator is authorized to promulgate such administrative procedures as may be necessary to carry out the provisions of this chapter.

(b) Any county board supervisor or department head aggrieved by an interpretation by the director of the provisions of this chapter, or administrative procedures promulgated hereunder, may appeal such decision to the county administrator. Interpretations of the county administrator shall be subject to review by the human resources committee.

(c) Nothing herein shall preclude a department head from establishing additional work rules within the scope of their authority, provided such additional rules are not in conflict with this chapter or a collective

bargaining agreement.

Sec. 15-4. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly gives a different meaning:

Accrued benefits means paid time-off benefits earned by an employee and available for use and includes vacation, sick leave, compensatory time or holiday time

Allocation means the initial assignment of a position to the appropriate job classification and pay range.

Appointing authority shall mean the county board, in the case of the county administrator. In the case of appointment of those department heads enumerated in subsection ~~15-6(a)(4)~~ 15-6(f), the appointing authority shall be the county administrator, subject to the affirmative vote of a majority vote of a quorum of the county board. Appointing authority shall mean the appropriate department head in the case of all other positions.

Casual employee means an employee ~~employed at will and~~ irregularly scheduled on an on-call basis. The casual employee does not perform a schedule of work that is uniform in nature; does not have work reserved for him or her; does not have an assurance of a relatively equal portion of available work; and is free to accept or reject available work.

Charge (in-charge or IC) premium means an amount paid in addition to an employee's base pay for hours actually worked when the employee is temporarily assigned out-of-class to perform supervisory duties.

Classification means the job title assigned to a position.

COBRA means the Consolidated Omnibus Budget Reconciliation Act.

Committee means the human resources committee.

Competitive means is the filling of a vacant and/or reallocated/reclassified position through a formal job posting that includes an application and selection process.

Demotion means the transfer of an employee from a position in a higher pay range to another position in a lower pay range.

Department head means the holder of the following public offices and positions: each elected officer, deputy county administrator--finance, health and human services director, information technology director, ~~human resources director~~, land use and resource management director, deputy county administrator--central services, UW-extension chairperson, veteran's service officer, and Walworth County children with disabilities education board administrator.

Director means the labor/employee relations director.

Elected officer means the holder of the elective office of clerk of circuit court, county clerk, district

attorney, register of deeds, sheriff, coroner or treasurer.

Employee means any person who performs services for the county for wages, but shall not include an independent contractor.

Exempt means, for purposes of wage administration, positions which are either classified as executive, administrative, or professional as defined under the provisions of the Fair Labor Standards Act ("FLSA").

FLSA means the Fair Labor Standards Act of 1938, as amended.

FMLA means the federal or state Family and Medical Leave Acts.

Full-time equivalent or *FTE* means the ratio of full-time hours at which a position is authorized. For example, a position budgeted at 1,040 hours would have an FTE of 0.5 (1,040/2,080).

HIPAA means the Health Insurance Portability and Accountability Act.

~~*In-kind wages* means any form of pay that is not in money, but is deemed wages by the IRS.~~

Independent contractor means an individual worker who is not an employee and who performs work or services for the county meeting the conditions for an independent contractor as specified under Wis. Stats. § 102.07(8)(b).

IRS means the Internal Revenue Service.

Job transfer means the transfer of an employee from a position to another position, due to promotion, demotion or lateral transfer.

Lateral transfer means the transfer of an employee from a position to another position, each assigned to the same or comparable pay range.

Limited term means a position ~~with a full-time or part-time work schedule~~ established only for a period of up to one year and that no longer exists after expiration of the limited period.

LTD means long-term disability insurance.

Managerial employee means an employee who has the authority to significantly affect the nature and direction of the county's operations through the formulation, determination and implementation of public program and policy. Such activities include, but are not limited to, budgeting, writing and submitting grant applications, preparing annual plans, recommending the kind and level of services to be provided, establishing service specifications on which competitive bids are received, evaluating bids, providing effective recommendations to the county, recommending the kind and number of employees to be utilized in providing services, the kind and number of capital improvements to be made or the systems by which services will be provided, including whether to use outside contractors.

Non-represented employee means an employee holding a position that the Wisconsin Employment

Relations Commission has not certified as being represented by a collective bargaining unit.

~~*Personnel code* means the document captioned "Personnel Code," which was adopted by the county board by resolution and which has been amended from time to time.~~

Promotion means the transfer of an employee from a position in a lower pay range to another position in a higher pay range.

Reallocation means the assignment of a position to a different pay range resulting from a logical change in the duties and responsibilities of the position.

Reclassification means a change in job title for an existing position.

Red-circled pay rate means a base pay rate received by an employee which is above the pay range maximum for the classification of the employee's position.

Regular employee means an employee scheduled to perform a full-time (40 or more hours per week) or part-time (less than 40 hours per week) schedule of work that is uniform in nature; normally has work reserved for him or her; has an assurance of a relatively equal portion of available work; and is not free to reject available work.

Regular status date means the effective date of an employee's appointment to a regular position, excluding a temporary, casual or limited term assignment.

Shift premium means an amount paid in addition to an employee's base pay for hours worked during specified hours or days of the week.

STD means short-term disability insurance.

Stand-by pay means an amount paid to an employee during assigned off-duty periods for being available and able to report to work.

Student intern means a position established in cooperation with a high school, vocational school, or university to provide work experience or apprenticeship to the student while enrolled in school.

Termination means the permanent separation of an employee from employment.

Volunteer means an individual who performs service for the county for civic, charitable or humanitarian reasons, without promise, expectation, or receipt of compensation for services rendered. Services rendered are offered freely and without pressure or coercion, direct or implied, from the county, and the individual is not otherwise employed by the county to perform the same type of services as those for which the individual proposes to volunteer.

Weekend premium means an amount paid in addition to an employee's base pay for hours actually worked during hours designated as weekend hours.

Workday means any fixed and regularly recurring period of 24 consecutive hours.

Workweek means any fixed and regularly recurring period of seven consecutive workdays.

WRS means the Wisconsin Retirement System."

Sec. 15-5. Labor-management relations.

(a) It is the policy of the county to respect the lawful rights of employees to self-organize, to bargain collectively, and to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection.

(b) The director, under the supervision of the county administrator and under the policy direction of the committee, is the duly designated bargaining representative for management interests in all matters pertaining to represented employees. The committee may, in coordination with the corporation counsel and consistent with budgetary requirements, employ outside counsel for the purpose of conducting collective bargaining.

Sec. 15-6. At-will employment.

~~(a) The following employees are employed at will:~~

- ~~(1) Casual employees;~~
- ~~(2) Limited term employees;~~
- ~~(3) Student/intern employees;~~
- ~~(4) Any department head hired or promoted after January 8, 2002, excluding an elected officer;~~
- ~~(5) Probationary employees, until satisfactory completion of the probationary period;~~
- ~~(6) Labor/employee relations director.~~
- ~~(7) Any person hired to the following positions, through competitive means pursuant to 15-316 (b) and 15-335 (a), after the date indicated:~~

Position	Department	Effective Date:
HR Specialist	Administration	December 11, 2007
Comptroller	Finance	December 11, 2007
Finance Manager	Finance	April 21, 2009
Payroll/Benefits Manager	Finance	December 11, 2007
Administrator LHCC	Health and Human Services	December 11, 2007
Deputy Director	Health and Human Services	December 11, 2007
Deputy Director	Health and Human Services	December 11, 2007
HS Manager Aging/Long Term Care	Health and Human Services	April 21, 2009
HS Manager Children's Services	Health and Human Services	April 21, 2009

HS Manager—Community Support Programs	Health and Human Services	April 21, 2009
HS Manager—Mental Health/AODA	Health and Human Services	January 1, 2011
HS Manager—Public Health	Health and Human Services	April 21, 2009
Applications Supervisor	Information Technology	December 11, 2007
Supervisor of Network Ops	Information Technology	December 11, 2007
Deputy Director	Land Use and Resource Management	December 11, 2007
Assistant DPW Superintendent—Facilities	Public Works	April 21, 2009
Assistant DPW Superintendent—Facilities Plant Operations	Public Works	April 21, 2009
Assistant DPW Superintendent—Roads	Public Works	April 21, 2009
Assistant DPW Superintendent—Roads	Public Works	April 21, 2009
Assistant DPW Superintendent—Roads	Public Works	April 21, 2009
Assistant DPW Superintendent—Shop	Public Works	April 21, 2009
Director of Operations—DPW	Public Works	November 9, 2010
Office/Purchasing Manager—DPW	Public Works	November 9, 2010

(a) All employees of Walworth County are at-will employees, with the following exceptions:

1. Sworn staff as their continued employment is subject to Sec. 59.26 (8)(b) of the Wisconsin Statutes.
2. Lakeland Education Association as their continued employment is subject to 15-1020.
3. Elected officials.

(b) The county may terminate the employment of an at-will employee at any time, for any lawful reason, with or without cause or notice. The designation of a “probationary period” or “limited-term” does not guarantee any period of employment. An at-will employee may terminate his/her employment at any time, with or without notice, for any reason.

(c) This section may not be modified by any verbal or written communications of county representatives to extend for-cause protection to any at-will employee.

(d) County policies and practices with respect to any matter are not to be construed as creating any contractual obligation of the county with an at-will employee, that termination will occur only for cause.

(e) Statements of specific grounds for discipline or termination set forth herein or in any other county documents are examples which apply to “for-cause” employees only and do not restrict the right of the county to terminate at-will employees at any time, with or without cause or notice.

(f) The county administrator shall ensure that employment contracts are prepared and executed for employees in the positions set forth any department head hired or promoted after January 8, 2002 (excluding an elected official), the Labor/employee relations director, and anyone hired through competitive means pursuant to 15-316 (b) and 15-335 (a) after the date indicated into the positions identified below. in (a)(4), (6) and (7). Additionally, an employee currently serving, without a contract, in a position set forth in 15-6(a)(7), may make a one-time, irrevocable election to serve “at will” under an employment contract. The contract shall carry forth

~~the terms of this chapter and shall be compliant with state and federal law. Terms of such contracts shall be subject to the following provisions:~~

Position	Department	Effective Date:
HR Specialist	Administration	December 11, 2007
Comptroller	Finance	December 11, 2007
Finance Manager	Finance	April 21, 2009
Payroll/Benefits Manager	Finance	December 11, 2007
Administrator - LHCC	Health and Human Services	December 11, 2007
Deputy Director	Health and Human Services	December 11, 2007
Deputy Director	Health and Human Services	December 11, 2007
HS Manager – Aging/Long Term Care	Health and Human Services	April 21, 2009
HS Manager – Children’s Services	Health and Human Services	April 21, 2009
HS Manager - Community Support Programs	Health and Human Services	April 21, 2009
HS Manager – Mental Health/AODA	Health and Human Services	January 1, 2011
HS Manager - Public Health	Health and Human Services	April 21, 2009
Applications Supervisor	Information Technology	December 11, 2007
Supervisor of Network Ops	Information Technology	December 11, 2007
Deputy Director	Land Use and Resource Management	December 11, 2007
Assistant DPW Superintendent - Facilities	Public Works	April 21, 2009
Assistant DPW Superintendent - Facilities Plant Operations	Public Works	April 21, 2009
Assistant DPW Superintendent - Roads	Public Works	April 21, 2009
Assistant DPW Superintendent - Roads	Public Works	April 21, 2009
Assistant DPW Superintendent - Roads	Public Works	April 21, 2009
Assistant DPW Superintendent - Shop	Public Works	April 21, 2009
Director of Operations – DPW	Public Works	November 9, 2010
Office/Purchasing Manager – DPW	Public Works	November 9, 2010

(1) The contract shall carry forth the terms of this chapter and shall be compliant with state and federal law. Terms of such contracts shall be subject to the following provisions:

- ~~(1)~~ a. Any period of paid severance, or notice, may not exceed 120 days in the event of termination by the county not based on cause.
- ~~(2)~~ b. An employee may waive county-paid health insurance in exchange for an annual stipend of \$6,200.00, subject to the following terms:
 - ~~a.~~ 1. The election to waive insurance may be made only once, at the time the contract is executed.
 - ~~b.~~ 2. In the event the employee has waived insurance, the employee may elect county health insurance upon the occurrence of any COBRA-qualifying event. The stipend shall be eliminated at such time as the employee elects county health coverage.
 - ~~c.~~ 3. The stipend shall not be paid as a lump sum but rather with the normal payroll during the course of the year.

- d. 4. For an employee hired mid-year, or for an employee making their one-time election mid-year, the annual stipend will be pro-rated for the balance of that year.
 - e. 5. The stipend will be eliminated at such time as the county stops offering health benefits, or universal (government-sponsored) health care coverage becomes available, whichever may come first.
 - f. 6. The stipend will not be added to base pay and shall not be used in the calculation of performance-based pay.
- (3) The appointing department head and the county administrator must approve all terminations pursuant to this paragraph.
 - (4) Other benefits and terms, including, but not limited to vacation, and sick leave, state retirement contributions, life and disability insurance shall be consistent with this chapter. shall be agreed upon between the employee and the county administrator prior to contract execution.

Sec. 15-7. For-cause employees.

- ~~— (a) — Upon completion of the probationary period, the employment of a regular employee may only be terminated "for cause," unless the employee is covered by a written employment contract with the county that creates an at-will employment relationship or unless otherwise provided in this chapter.~~
- ~~— (b) — Any statements of grounds for termination set forth in this chapter or other county documents are examples of "for cause," but are not all-inclusive and do not restrict the county's right to terminate for any other lawful reason.~~

Sec. 15-7. Reserved.

Sec. 15-8. Independent contractors.

- (a) It is the policy of the county to contract for services with independent contractors to meet the business needs of the county from time to time. Independent contractor agreements shall be in writing, comply with all applicable laws and not violate any provisions of any collective bargaining agreement.
- (b) County employment ordinances, procedures, practices or collective bargaining agreements or other employment laws that pertain to county employees do not cover any person having an agreement with the county as an independent contractor.
- (c) The county administrator shall develop procedures to limit risk and manage the use of independent contractors by department heads.

Sec. 15-9. Volunteers.

- (a) It is the policy of the county to support volunteer service programs that supplement county

resources to meet the business needs of the county.

(b) County employment ordinances, procedures, practices or collective bargaining agreements or other employment laws that pertain to county employees do not cover volunteers or persons working at the discretion of the county, who may be reimbursed for business related expenses.

(c) Volunteers are not covered under the county's workers compensation plan.

(d) In order to protect volunteers, employees and the general public, it is the policy of the county to complete criminal background checks on all prospective volunteers before placement in a volunteer position within any department of the county.

(e) The county administrator shall develop procedures to limit risk and manage the use of volunteers by department heads.

Sec. 15-10. Managerial rights retained; changes in policies and practices.

(a) Unless otherwise limited by the provisions of a collective bargaining agreement, the county, through its managerial employees, retains the sole discretion to exercise all managerial functions, including the rights to:

- (1) Lawfully dismiss, assign, supervise and discipline employees, subject to the terms of any collective bargaining agreement, and this chapter, ~~and the personnel code~~;
- (2) Determine and change starting times, quitting times and shifts;
- (3) Transfer employees within departments or to other departments and other classifications;
- (4) Determine the size and qualifications of the work force;
- (5) Determine and change the methods by which its operations are to be carried out;
- (6) Determine and change the nature, location, goods produced, services rendered, quantity, and continued operation of the business; and
- (7) Assign duties to employees in accordance with the county's needs and requirements and to carry out all ordinary administrative and management functions.

(b) Nothing herein shall be construed as altering any employment-at-will relationship or as creating an express or implied contract or promise concerning the policies or practices that the county has implemented or will implement in the future. The county retains the right to establish, change or abolish its ordinances, administrative procedures, policies, practices or rules at will, and as it sees fit, except as otherwise prohibited by law. This section shall be exercised within the county's duties under Wis. Stats. § 111.70.

Sec. 15-11. Reserved.

DIVISION 2.

POSITION CONTROL

Sec. 15-12. Policy.

It is the policy of the county to establish by resolution the number of employees in any department or office, including deputies to elective officers, except as otherwise provided in section 15-15 of the Code. Each authorized position shall be assigned a status of regular full-time, regular part-time, casual, limited-term, or student intern, which shall have the meaning set forth in section 15-4 of the Code.

Sec. 15-13. Position changes subject to county board approval.

(a) The committee shall recommend to the board such amendments to ensure that sec. 15-17 is consistent with the annual budget adopted by the county board in November.

(b) The number of FTEs approved in the annual budget shall be fixed for the entire year. Any increase in the number of FTEs occurring after adoption of the annual budget shall be permitted only upon a two-thirds vote of the membership of the county board to meet essential operational needs due to the following:

- (1) Staffing mandates for delivery of special education programs under the Walworth County Children with Disabilities Education Board.
- (2) Staffing mandates to meet resident acuity needs at Lakeland Health Care Center.
- (3) Limited-term positions fully funded through special grants accepted and approved by the county board.
- (4) Staffing changes necessary to meet legal mandates.
- (5) Unforeseen staffing needs caused by extraordinary events.

(c) Any new position shall be subject to job evaluation and job classification prior to approval by the county board.

Sec. 15-14. Additional rules concerning position changes.

(a) Any request to change the number or classification title of a position that is not covered by section 15-13 shall be subject to approval by a majority vote of the county board.

(b) Any change in a position that results in an annualized cost increase shall require a budget amendment.

(c) The director shall establish procedures to ensure that authorized positions are documented and reconciled to the adopted budget and verify that each position is properly classified, that job duties are documented and that a pay range is assigned in conformity with contract or ordinance.

(d) In the case of the Lakeland Health Care Center, it shall be permissible for the Lakeland nursing home administrator to fill authorized RN positions with LPNs, provided such action is consistent with state law.

(e) Based upon budgetary needs of the county, the county administrator may freeze the refilling of any position. Such action shall be subject to appeal pursuant to section 15-3.

Sec. 15-15. Limited term or student intern positions.

(a) Notwithstanding section 15-13, the director may approve a request for a limited-term or student intern position in the current budget period, subject to funding. If a budget amendment is required, chapter 30 shall apply.

(b) The director may authorize the hiring of a limited term employee who does not meet all minimum requirements, and may reduce the pay to a level commensurate with qualifications. When minimum requirements are waived for a limited term appointment, the waiver shall not extend to the job standards and essential job qualifications for appointment to a regular position.

Sec. 15-16. Authorized classification levels.

(a) Each department head shall assign work to employees in a manner consistent with the position inventory approved through the budget. Each position is authorized at a specific classification and duties shall be assigned to the employee fairly within the scope of responsibilities of their classification. The department head shall not implement job duty changes outside the scope of the authorized classification without prior approval of the county administrator.

(b) If a department head wishes to restructure job duty assignments outside the scope of the authorized classification level, a request shall be submitted to the director. The director shall complete job evaluation and report recommendations to the county administrator. The job duty change shall be subject to review and recommendation of the county administrator, and final approval shall be subject to section 15-13 or section 15-14.

Sec. 15-17. Authorized positions by department.

(a) County positions shall be classified and allocated to departments as listed in this section.

(b) *Administration.*

Classification Title	FTE
Administrative assistant	1.50
Assistant corp counsel II	3.00
County administrator	1.00
Human resource assistant	2.00
Human resource specialist	1.00
Labor/employee relations director	1.00
Legal secretary	2.00
Total administration FTEs	11.50

(c) *Children with disabilities education board.*

Classification Title	FTE
Accountant	0.50
Administrative support supervisor	1.00
Assistant director - special education	2.00
Clerk III	0.91
Director - special education	1.00
Educational programmer	1.00
Interpreter	5.00
Occupational therapist	5.00
Physical therapist assistant	1.00
Physical therapist	2.50
Receptionist/clerk	0.81
School nurse	1.00
School psychologist	1.00
Secretary - confidential	1.00
Special education aide	34.00
Speech correctionist	4.00
Teacher	56.50
Total children with disabilities education board FTEs	118.22

(d) *Clerk of courts.*

Classification Title	FTE
Account clerk III	1.00
Account clerk IV	1.00
Calendar clerk court	5.00
Clerk II	3.00
Clerk IV	4.00
Clerk of courts (elected)	1.00
Deputy clerk courts	8.00
Deputy register in probate	1.00
Family court commissioner	1.00
Jury bailiff	1.93
Office manager - courts	1.00
Register in probate	1.00
Student worker	0.68
Total clerk of courts FTEs	29.61

(e) *Coroner.*

Classification Title	FTE
Clerk II	0.27
Coroner (elected)	0.50
Total coroner FTEs	0.77

(f) *County board.*

Classification Title	FTE
Administrative assistant	0.50
Total county board FTEs	0.50

(g) *County clerk.*

Classification Title	FTE
Account clerk III	1.00
County clerk (elected)	1.00
Deputy county clerk	2.00
Total county clerk FTEs	4.00

(h) *District attorney*

Classification Title	FTE
Clerk II	1.00
Clerk III	0.50
Clerk IV	2.00
Law clerk	1.00
Legal secretary lead worker	1.00
Legal stenographer	3.00
Office manager DA	1.00
Victim/witness coordinator	1.00
Victim/witness service provider	1.00
Total district attorney FTEs	11.50

(i) *Finance.*

Classification Title	FTE
Account clerk IV	1.00
Accountant	1.50
Accounting assistant	1.00
Administrative assistant	1.00
Benefits specialist	1.00
Benefits assistant	1.00
Budget analyst	1.00
Comptroller	1.00
Deputy administrator - finance	1.00
Financial analyst	1.00
Finance manager	1.00
Payroll and benefits manager	1.00
Payroll assistant	1.00
Payroll specialist	1.00
Total finance FTEs	14.50

(j) *Health and human services*

Classification Title	FTE
Account clerk III	2.00
Associate nutrition specialist	0.84
Child support lead worker	1.00
Clerk I	1.00
Clerk II	4.60
Clerk III	1.00

Clerk IV	17.00
Crisis Intervention Lead Worker	1.00
Deputy director - health and human services	1.75
Director - health and human services	1.00
Economic support lead worker	1.00
Economic support specialist	13.00
Energy assistance coordinator	0.75
Environmental health specialist	1.00
HS manager - aging and long term care	1.00
HS manager - community support programs	1.00
HS manager - children's services	1.00
HS manager - Mental Health/AODA	1.00
HS manager - public health	1.00
HS specialist I	49.49
HS specialist II	1.00
HS specialist III	9.00
HS supervisor - administration	1.00
HS supervisor - Billing	1.00
HS supervisor - child support	1.00
HS supervisor - crisis intervention	1.00
HS supervisor - community support program	1.00
HS supervisor - economic support	2.00
HS supervisor - fiscal support	1.00
HS supervisor - juvenile court intake/child abuse and neglect	1.00
HS supervisor - ADRC	1.00
HS supervisor - support services	1.00
HS supervisor - nutrition	1.00
HS supervisor - ongoing case management	1.00
HS supervisor - public health	1.00
HS supervisor - transportation	1.00
HS supervisor - WIC	1.00
HS worker II	1.00
HS worker IV	1.00
HS Worker IV (SAC-IT)	1.00
HS Worker V (SAC)	2.00
HS Worker VI (CSAC)	1.00
LPN (Mental Health)	2.00

Nutrition site worker	1.87
Nutrition specialist	1.00
Paternity specialist	1.00
Public health nurse BSN	4.00
Receptionist/clerk	5.04
Registered occupational therapist	1.00
Representative payee coordinator	1.00
Secretary - confidential	1.00
Senior accountant	1.00
Support specialist	5.00
Teacher	1.00
Van driver	5.40
Total health and human services FTEs	163.74

(k) *Information technology/land information.*

Classification Title	FTE
Analyst - programmer	2.00
Application development/support specialist	1.00
Applications supervisor	1.00
Computer operator	1.00
Desktop lead/server specialist	1.00
Director - IT	1.00
GIS analyst/programmer	1.00
Help desk analyst	1.00
Network specialist	1.00
Senior IT support specialist	2.00
Supervisor of network/operations	1.00
Total information technology/land information FTEs	13.00

(l) *Lakeland Health Care Center.*

Classification Title	FTE
Account clerk I	0.56
Account clerk III	3.00
Administrator - Lakeland Nursing Home	1.00
Admissions coordinator/social worker	1.00
Assistant nurse manager	1.00
Business office supervisor	1.00
Certified medical assistant	3.00
Certified nursing asst	65.12
Certified nursing asst/clinic asst	1.00
Clerk IV	1.00
Clinical Dietician/Quality Operations Manager	1.00
Cook II	3.00

Director of nursing	1.00
Food service lead worker	1.00
Food service manager	1.00
Food service worker	13.17
Janitor I	2.50
Janitor II	2.00
Licensed beautician	0.60
Linen worker	2.74
LPN - unit supervisor	10.50
MDS coordinator	1.00
Nurse manager	2.00
Receptionist	0.82
Recreation therapy coordinator	1.00
Recreation therapy leader	2.00
Recreational therapist	1.00
RN - unit supervisor	8.82
Social worker	1.50
Staffing coordinator	1.00
Ward clerk	1.50
Total Lakeland Health Care Center FTEs	136.83

(m) *Land use and resource management.*

Classification Title	FTE
Administrative secretary II	3.00
Clerk IV	2.00
Code enforcement officer	4.00
Conservation tech	4.00
Director of LURM/deputy corporation counsel	1.00
Deputy director - LURM	1.00
Planner	1.00
Senior planner	1.00
Senior zoning officer	1.00
Urban conservation specialist	1.00
Total land use and resource management FTEs	19.00

(n) *Public works.*

Classification Title	FTE
Account clerk III	1.00
Account clerk IV	1.00
Administrative assistant - highway	1.00
Administrative assistant - facilities	1.00
Administrative secretary I	1.00
Assistant buyer	1.00
Assistant DPW - facilities	1.00
Assistant DPW - facilities plant operations	1.00
Assistant DPW - roads	3.00
Assistant DPW - shop	1.00

Building maintenance engineer I	5.00
Building maintenance engineer II	2.00
Building maintenance engineer III	6.00
Business office manager	1.00
Buyer	1.00
Deputy county admin. - central services	1.00
Janitor I	1.50
Janitor III	4.00
Machine operator	2.00
Marking/signing lead worker	1.00
Mechanic II	3.00
Patrolman/woman	26.00
Public works - superintendent	1.00
Purchasing manager	1.00
Road lead worker	1.00
Senior buyer	1.00
Shop lead worker	1.00
Total public works FTEs	69.50

(o) *Register of deeds.*

Classification Title	FTE
Account clerk III	1.00
Clerk IV	3.00
Deputy register of deeds	1.00
Property lister	1.00
Register of deeds (elected)	1.00
Total register of deeds FTEs	7.00

(p) *Sheriff.*

Classification Title	FTE
911 systems clerk	1.00
Account clerk IV	2.00
Administrative secretary	1.00
Administrative secretary II	1.00
Assistant jail administrator	1.00
Business office supervisor	1.00
Captain	4.00
Classification officer	2.00
Clerk I	1.00
Clerk II	4.00
Clerk III	1.00
Communications officer	18.00
Community service/electronic monitoring coordinator	1.00
Correctional officer	81.00
Corrections secretary	1.00
Corrections sergeant	13.00
Deputy sheriff	50.00

Deputy sheriff/court officer	1.00
Deputy sheriff/court security	4.00
Detectives	9.00
Jail administrator	1.00
Law enforcement records supervisor	1.00
Lieutenant	2.00
Process specialist	3.00
Sergeant	8.00
Sheriff (elected)	1.00
Student worker	0.90
Undersheriff	1.00
Total sheriff FTEs	243.90 214.90

(q) *Treasurer.*

Classification Title	FTE
Account clerk I	0.05
Account clerk II	2.00
Accountant	1.00
Clerk III	0.09
County treasurer (elected)	1.00
Property tax specialist	1.00
Receptionist/clerk	0.19
Total treasurer FTEs	5.33

(r) *UW-extension.*

Classification Title	FTE
Clerk III	2.00
Volunteer organizer	1.00
Total UW-extension FTEs	3.00

(s) *Veteran's services.*

Classification Title	FTE
Administrative secretary II	1.00
Veteran's service officer	1.00
Total veteran's services FTEs	2.00

(t)	Grand total - county FTEs	824.90
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Sec. 15-18. Overfilling of authorized FTEs.

At times it may be necessary or advantageous to allow more than one employee to hold a single position for a defined period of time for purposes of training and succession planning. The director shall present any requests to the county administrator, who shall make final recommendation on the overfilling of an authorized FTE, subject to final approval of the committee based on the following criteria:

- (1) A written notice of retirement/resignation has been received and accepted;

- (2) Funding has been identified or a budget amendment identifying the source of funds accompanies the request, if needed; and,
- (3) The request is for a specific period of time, not to exceed 90 days.

Secs. 15-19--15-30. Reserved.

ARTICLE II.

EMPLOYMENT

DIVISION 1.

EQUAL EMPLOYMENT OPPORTUNITY

Sec. 15-31. Equal employment opportunity policy.

The county board is committed to assuring equal employment opportunity (EEO) in the county organization. The county board supports and shall enforce the policy of nondiscrimination against any person on the basis of age (40 and over), race, creed, color, handicap/disability, marital status, sex/gender, national origin, ancestry, sexual orientation, arrest ~~record~~, unrelated conviction record, ~~membership in the national guard, state defense force or any other reserve component of the military forces of the United States or this state, or military service/veteran status, genetic information, religion, use or nonuse of lawful products off the employer's premises during nonworking hours-, or other protected status.~~ This policy shall be accomplished by:

- (1) Recruiting, hiring and promoting for all positions at every level of county government without regard to the particular protected class to which the individual may belong;
- (2) Basing all employment decisions so as to further the principle of equal employment opportunity;
- (3) Ensuring that promotion decisions are in accord with merit principles and the principles of equal employment opportunity by imposing only job-related requirements for promotional opportunities;
- (4) Ensuring that all other personnel actions and services such as compensation, employee benefits, transfers, layoff, return from layoff, leave of absence, county sponsored training, education and tuition assistance, will be administered without regard to the particular protected class to which the individual may belong.

Sec. 15-32. Equal opportunity, civil rights, and section 504 laws and regulations.

The director or designee shall maintain an affirmative action plan and serve as the equal employment opportunity coordinator, the civil rights coordinator, and the section 504 coordinator.

Sec. 15-33. Affirmative action plan.

The county affirmative action plan and any amendments thereto are subject to adoption by resolution of the county board. A copy of said plan shall be maintained as an open record in the human resources office and the administrator's office. The affirmative action plan and any amendments thereto shall have the same force and effect as other provisions of the ~~personnel~~ eCode.

Sec. 15-34. Affirmative action in employment.

The county shall establish, implement and maintain an effective affirmative action program. The program shall determine areas in county employment in which members of protected classes have been underutilized (in proportion to their representation in the population) or have been illegally discriminated against. Where such areas are identified, remedies to correct existing imbalances or discriminatory practices shall be identified in the affirmative action plan. The affirmative action program shall seek to identify those institutionalized employment practices that violate equal employment opportunity policy or that have an adverse impact on protected classes.

Sec. 15-35. Affirmative action in services delivery.

The county shall assess all county programs, services or activities, including, but not limited to: program eligibility, accessibility, and all other aspects of service delivery, to assure equal opportunity and access for all persons seeking county services and meeting eligibility requirements. The affirmative action program shall determine any areas of deficiencies and specific remedies shall be identified in the affirmative action plan.

Sec. 15-36. Appeals under this division.

An employee, applicant or recipient of services has the right to file an appeal on alleged discriminatory actions in employment or service delivery. A written appeal may be filed with the director as an alternative to external federal or state complaint procedures, which appeal shall proceed according to subsection 15-3(b).

Secs. 15-37--15-40. Reserved.

DIVISION 2.

HARASSMENT IN THE WORKPLACE

Sec. 15-41. Policy.

It is the policy of the county that all employees have the right to work in an environment free of all forms of harassment. The county does not condone, and will not tolerate, any harassment. Therefore, the county shall take direct and immediate action to prevent such behavior, and to remedy all reported instances of harassment, sexual or otherwise. The purpose of this policy is to maintain a healthy work environment and to provide procedures for the reporting, investigation and resolution of complaints of harassment, sexual or otherwise.

Sec. 15-42. Prohibited activity.

(a) Employees shall not make offensive or derogatory comments based on any factor set forth in section 15-31, either directly or indirectly to another person. Such harassment is a prohibited form of discrimination under state and federal employment law and is also considered misconduct subject to disciplinary action.

(b) No employee shall either explicitly or implicitly ridicule, mock, deride or belittle any person where such actions are offensive to another person.

Sec. 15-43. Retaliation prohibited.

(a) There shall be no retaliation against any employee for filing a harassment complaint, or assisting, testifying, or participating in the investigation of such a complaint.

(b) Any employee found to have retaliated against another employee for filing a harassment complaint, reporting harassment, or participating in an investigation of harassment will be subject to the same disciplinary action as provided for harassment offenders.

(c) Complaints for retaliation shall be reported and processed in the same manner as complaints for harassment.

Secs. 15-44--15-50. Reserved.

DIVISION 3.

RECRUITMENT AND SELECTION

Sec. 15-51. Policy.

(a) It is the policy of the county to recruit and select the most qualified persons for positions in county service. Recruitment and selection shall be conducted in an affirmative manner to ensure competition, provide equal employment opportunity, and prohibit illegal discrimination.

(b) The director, under the supervision of the county administrator, shall be responsible for administering a program for recruitment and selection of employees that meets the business needs of all departments, attains affirmative action goals, provides re-employment opportunities for displaced employees, and complies with contractual and legal requirements.

Sec. 15-52. Recruitment.

Recruitment shall be conducted by the director in accordance with procedures adopted by the county administrator. Procedures shall meet the objectives of subsection 15-1(~~d~~) (1).

(1) *Job posting.* All position vacancies shall be posted, except as provided under subsection (3).

(2) ~~*Promotional opportunities.*~~ *Internal/external recruitment.* The county may, if desired, restrict

initial recruitment to internal applicants and, if not filled from within, then shall conduct external open recruitment. The county may also recruit internally and externally at the same time.

- (3) *Request to waive recruitment.* A department head may request the director to waive job posting and recruitment and that a vacancy be filled with a specific person for the following reasons: filling a limited term, casual, or student (intern) position; ~~recalling~~ reinstating a laid-off employee qualified to perform the duties of the vacant position; filling a position from an established eligibility list as allowed in 15-54(b); or securing an alternative job assignment for an employee unable to perform the essential duties of their current job.

Sec. 15-53. Application process.

(a) *Standard application form.* Any applicant for employment or promotion must complete an employment application in a form presented by the director in order to be considered for hiring.

~~(1) The terms of the collective bargaining agreement(s) shall apply for internal union postings.~~

- ~~(2)~~(1) Each job posting shall identify how eligible and interested applicants shall apply. Postings not requiring the physical signing of the posting shall require the employee or applicant to apply electronically.

(b) *Screening of applications.* The director shall initially screen and rank applications based on job-related criteria determined in consultation with the appointing authority.

(c) *Rejection of applications.* In consultation with the appointing authority, an application may be rejected, without limitation because of enumeration, for the following reasons:

- (1) The applicant, based on information supplied in the application, does not meet the minimum qualifications for the position.
- (2) The applicant has not completed all requested information on the required county application.
- (3) A reference check on the applicant demonstrates an employment history or personal record that is unsuitable for the position for which applied.
- (4) The applicant is found to have made a false statement of any material fact, or practiced deception in the application or interview process.
- (5) Failure of the applicant to reply to an inquiry within five working days.
- (6) The applicant is found to be a member of an organization that advocates violent overthrow of the government of the United States.
- (7) The applicant failed any required testing.

Sec. 15-54. Selection process.

(a) *Testing.* The director may administer job-related tests to measure an applicant's or employee's qualifications and aptitudes for performing the job and to allow the county to make good hiring decisions. The results of tests which are administered shall be valid for a period of six months from the date of testing and shall serve as the applicant's or employee's score during said period.

(b) *Eligibility list.* The director may establish eligibility lists of qualified applicants for one or more job classifications, rather than begin a new recruitment process for each opening in said job classifications. Recruitment documents shall normally disclose that an eligibility list is being established and the duration of the list. Any eligibility list established for clerical job classifications shall extend for a period of six months. The director may extend a current eligibility list until the new list is completed.

(c) *Removal of applicant from eligibility list.* The director may remove an applicant from an eligibility list for legitimate reasons, including without limitation because of enumeration, the following reasons:

- (1) The applicant's acceptance of another county job offer.
- (2) Applicant's request to withdraw from consideration.
- (3) Applicant's refusal of a county job offer, without explanation of extenuating circumstances accepted by the county.
- (4) Applicant's failure to respond to a county inquiry about continuing availability for employment.
- (5) Applicant's failure to report for an interview, except when notice is provided in advance to the human resources department and the applicant is excused from reporting.
- (6) Applicant no longer meets qualifications for employment.
- (7) Applicant is found to have made false statements, falsified or omitted any material fact or practiced deception in the hiring process.

(d) *Continuous recruitment.* The director may continuously recruit entry-level positions having frequent turnover in accordance with procedures approved by the county administrator.

Sec. 15-55. Referral of applicants to appointing authority.

(a) *Ranking of applicants.* The director shall rank each applicant based on the results of any testing, job-related experience and the extent to which minimum entry requirements were met. Top applicants shall receive first consideration for employment.

(b) *Top five ~~a~~ Applicants referred.* The director, in consultation with the appointing authority, shall refer ~~choose~~ the top five applicants to the appointing authority for an to be interviewed. ~~If the number of qualified applicants is less than five, all applicants shall be referred for interview.~~ The final decision to hire an applicant shall be made by the appointing authority.

(c) *Rejection of ~~top~~ applicants.* If the appointing authority rejects all of the ~~top~~ applicants for justifiable reasons, the department head may start the recruitment over, consider additional qualified applicants ranked below the top five applicants, or recruitment shall start over. The director may request justification for the appointing authority's decision to reject all ~~top~~ applicants and shall review interview records to guard against any potential unlawful discrimination.

(d) *Applicants for county administrator or department head.* Subsections (a) to (c) shall not and sections 15-52 through 15-54 may not apply to the hiring of the county administrator or to any department head appointment by the county administrator. The director shall assist the county administrator in the hiring process for department head appointments.

Sec. 15-56. Background ~~references~~ investigation.

~~The applicant shall be required to sign a written statement that authorizes the director to conduct a background check of the applicant.~~

Employees or applicants seeking employment, transfer, promotion or demotion will be required to sign a document that constitutes the employee or applicant's full waiver, release and indemnification of any liability related to a background investigation. Employees or applicants who refuse to sign the waiver, release and indemnification form will not be considered for employment, transfer, promotion or demotion.

Sec. 15-57. Hiring minors.

Minors may be employed in accordance with procedures approved by the county administrator.

Sec. 15-58. Offer of employment.

(a) *Representations made to applicants.* During the process of recruitment, selection, testing, interviewing and final job offer, no statement should be made to an applicant promising permanent or guaranteed employment or other terms or conditions of employment.

(b) *Written offer of employment.* Following a decision to hire an applicant, the human resources department shall make a written offer of employment. Any request by the appointing authority for exceptions to the starting wage or other terms and conditions of employment are subject to approval of the director prior to communicating the offer to the final applicant. The human resources department will then determine whether the applicant has the legal right to work in the United States and conduct appropriate background checks. If the applicant accepts the offer and a medical and/or psychological examination is required to assess the applicant's ability to perform essential job functions, the human resources department will arrange the medical and/or psychological examination.

(c) *Acceptance of offer.* Failure of the applicant to accept appointment or to report for duty within the time prescribed in the offer will cause the offer of employment to become null and void. The time limit may be extended at the discretion of the appointing authority.

(d) *Misrepresentations by applicant.* If the background, medical, psychological or any other

subsequent investigation discloses any misrepresentation by the applicant during the hiring process, the applicant will be refused employment or, if already employed, may be terminated.

Sec. 15-59. Reinstatement. Reserved.

~~(a) — When an employee is terminated by the county due to a reduction in staff or due to the employee's medical inability to perform essential job functions, the employee is eligible for rehire to an opening for which qualified. Upon rehire the employee may be placed at a pay step above minimum and accrue vacation benefits at a higher rate, based on the level held at the time of termination, subject to approval of the director. An employee rehired into the same bargaining unit held at the time of termination may be given credit for prior seniority, subject to agreement by the union. An employee who voluntarily resigned their employment does not hold reinstatement rights.~~

~~(b) — Reinstatement rights shall continue for a period of one year following the date of termination. An employee holding reinstatement rights may be given preference in appointment to an open position for which qualified. A former employee who rejects a job offer of a position with pay and benefits comparable to the position formerly held shall forfeit any reinstatement rights.~~

[Note: The whole section above is being moved and incorporated/rewritten into 15-93 along with parts from the current 15-95.]

Sec. 15-60. Nepotism or conflict of interest.

[Note: This is the most recent draft going to the committee on 9-21-11.]

(a) A person may not be offered or hold a position if the employment would result in that person being a supervisor or subordinate to an immediate family member. For the purposes of this section, "immediate family" includes the employee's spouse, brother, sister, parents, children, stepchildren, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, and any other member of the employee's household.

(b) A person may not be offered a position if employment would create either an actual conflict of interest or the appearance of a conflict of interest.

(c) This section shall apply to hiring, job assignments, transfers and promotions. Persons employed and appointed to a non-conforming position prior to the effective date of this chapter are excepted from the requirements of this section.

(d) Any request for exceptions to this rule shall be brought before the human resources committee for individual consideration.

(e) If an exception is granted by the human resources committee, the employee with direct supervisory or oversight authority will not be permitted to take any employment action concerning an employee who is their immediate family.

(1) Employment action includes, but is not limited to promotion, demotion and termination decisions,

counselings, disciplines, performance evaluations and wages.

- (2) This policy shall not be construed by supervisory personnel to eliminate or reduce in any way their responsibility to enforce the rules of conduct equally and fairly for their subordinates.
- (3) When employment action is necessary but not taken due to a familial relationship, the supervisor in question is responsible for informing the department head to ensure the appropriate employment action is taken.

Sec. 15-61. Employment in two positions.

An employee may hold only one position with the county, unless the director approves employment in a second position in accordance with procedures approved by the county administrator.

Sec. 15-62. Interview and relocation expenses.

An applicant may be reimbursed for travel and relocation expenses, subject to the following:

- (1) The appointing authority shall submit a request for authorization for reimbursement of interview and relocation expenses to the director for review and approval in accordance with procedures approved by the county administrator.
- (2) A schedule of allowable expenses for reimbursement shall be approved by the human resources committee.
- (3) The payment of any expenses shall be subject to the availability of funds in the budget of the appointing authority.

Sec. 15-63. Probationary periods.

~~———— (a) ——— *In general.* All employees, except those employed at will, shall be subject to a probationary period upon initial hire or job transfer. Any probationary employee may be removed from the position at any time during the probationary period.~~

~~———— (b) ——— *Length of probationary period.*~~

~~———— (1) ——— For a non-represented employee paid on an hourly basis, with the exception of a registered nurse or licensed practical nurse at Lakeland Health Care Center, the probationary period upon initial hire or transfer shall be six months.~~

~~———— (2) ——— For a non-represented employee paid on a salaried basis, as well as for a registered nurse or licensed practical nurse at Lakeland Health Care Center, the probationary period upon initial hire or transfer shall be one year with the exception of the following:~~

~~———— a. ——— Sworn management staff paid on a salaried basis shall have no transfer probationary period as their continued employment is subject to § 59.26(8)(b) of the Wisconsin~~

Statutes:

- ~~———— (3) ——— The terms of the collective bargaining agreement shall apply to the probationary period of any employee holding a position represented by a union.~~
- ~~———— (c) ——— *Employee benefit eligibility.* Employee benefit policies shall determine an employee's eligibility for benefits and are independent of a probationary period.~~
- ~~———— (d) ——— *Extension of the probationary period.* A probationary period may be extended at the discretion of the appointing authority. Employment shall be terminated if the employee rejects an offer of an extended probationary period. Any terms and conditions that applied to the employee during the probationary period shall continue during the extended probationary period.~~
- ~~———— (e) ——— *Performance evaluation.* The employee's supervisor shall conduct a written performance evaluation of a probationary employee prior to completion of the probationary period.~~
- ~~———— (f) ——— *Failed probation of a transferred employee.* A regular employee who accepts a job transfer and then fails probation in the new position may be returned to their former position, if available, subject to approval of that department head. If placement is not available or not approved, the individual's employment shall be subject to layoff, pursuant to sections 15-91 and 15-93 through 15-95 of the Code of Ordinances.~~

Secs. 15-64--15-69. Reserved.

DIVISION 4.

PROMOTION, LATERAL TRANSFER AND DEMOTION

Sec. 15-70. Policy.

- (a) It is the policy of the county to provide open opportunity to county employees to apply for a transfer to another position. All employees are encouraged to participate in voluntary training and development offerings that may prepare them for a desired position.
- (b) Job-related merit standards and recruitment policies shall apply to the selection of an employee for transfer. Qualifications of applicants being equal, an employee-applicant may be given preference for transfer over an outside applicant.

Sec. 15-71. Promotion.

Section 15-52 of the Code shall apply to recruitment for promotional opportunities. An employee's suitability for promotion shall also take into consideration the employee's performance history, disciplinary records, attendance, and loyalty and commitment to the county. An employee with disciplinary actions or unsatisfactory areas of performance during the one-year period immediately prior to application for promotion may be disqualified from further consideration.

Sec. 15-72. Lateral transfer.

(a) An appointing authority may submit a request to the director to laterally transfer an employee on a temporary or permanent basis to another position to accommodate the operational needs of the county. The director shall ~~review the request for code and contract compliance and~~ approve or deny the request. If the request requires a choice among two or more employees, ~~length of service, past performance~~ and qualifications of employees shall be considered in selecting the employee to be transferred.

~~(b) An employee may submit a request to the director for a lateral transfer to another position. The director shall determine if the employee meets job qualifications and review the request for code and contract compliance. Upon recommendation of the director, the appointing authority shall make a final decision on acceptance of the transfer.~~

Sec. 15-73. Demotion.

(a) An employee may request to be demoted. Should an employee seek a demotion, section 15-52 of the Code shall apply to recruitment for all opportunities.

(b) The county may offer an employee a demotion in lieu of layoff or termination of employment, pursuant to section 15-94.

Sec. 15-74 . Change in bargaining unit and/or department.

(a) When an employee is promoted, laterally transferred, or demoted to a position in a different bargaining unit and/or department, ~~seniority shall start over, unless otherwise provided by the terms of the collective bargaining agreement.~~ (b) ~~Accrued county service for purposes of employee benefits and vacation leave accrual shall be retained upon transfer and~~ (c) ~~Accrued vacation, sick, holiday and compensatory time banks shall also be retained upon transfer.~~

~~**Sec. 15-75. Employee rejection of transfer.**~~

~~If an employee rejects a bona fide offer of transfer to another position resulting in loss of work, the director shall raise benefit eligibility issues for unemployment insurance or income continuation benefits and the individual's employment shall be subject to termination.~~

[Note: Part of this section was merged into 15-94, but the rest will be eliminated.]

Secs. 15-76--15-79. Reserved.

DIVISION 5.

ORIENTATION AND TRAINING

Sec. 15-80. Policy.

(a) It is the policy of the county to provide, to the extent practicable, a coordinated program for

orientation and training of employees. The coordinated program shall be conducted to ensure consistency in content and deliver a quality product within limited resources.

(b) The director under the supervision of the county administrator shall coordinate and administer orientation and training programs which apply to county employees in general; and shall prescribe standards for departments to record employee participation in orientation and training.

(c) Each appointing authority shall be responsible for orientation and training of employees in their department on job requirements, policies, procedures and work rules specific to the job or department.

Sec. 15-81. Reserved.

Sec. 15-82. Training required as a condition of employment.

(a) When an employee does not meet all job prerequisites, but is still offered a position with the condition that specific job requirements must be met or skill training completed within a specified time period as a condition of being retained in the position, it shall be the employee's personal responsibility to satisfy the conditions in order to be retained in the position.

(b) Certain positions require licensing or certification, and continuing education to maintain the license or certification. It shall be the employee's personal responsibility to meet all continuing education requirements. Any employee who fails to meet these requirements shall be subject to discipline, suspension or termination.

Sec. 15-83. Training required due to change in job duties.

The appointing authority shall be responsible for providing training to the job incumbent when new skills are required due to changes that management has made in the position the employee holds. This section shall not apply to a new position with job responsibilities that are outside of the classification of the position the employee holds.

Secs. 15-84--15-89. Reserved.

DIVISION 6.

~~LAYOFF AND RECALL~~

Sec. 15-90. Policy.

(a) It is the policy of the county that layoffs ~~or recall from layoff~~ shall be conducted in a manner consistent with county operational needs, ~~collective bargaining agreement provisions,~~ and the provisions of this division.

(b) Any layoff that is required to reduce the workforce shall be subject to review and approval of the county administrator. ~~Any layoff that is employee specific due to the continued inability of the employee to meet essential job requirements shall be subject to review and approval of the director.~~

~~_____ (c) _____ The county administrator shall adopt administrative procedures necessary to implement a layoff.~~

Sec. 15-91. Notice of layoff procedures.

(a) In the event of a layoff, employees will be laid off based upon the nature of the duties to be consolidated or eliminated, funding levels and the past performance of the individual employees identified. The county may choose to solicit volunteers for the reduction in workforce.

(b) In the event an employee is on a medical leave of absence for more than four months post-FMLA they will transfer to layoff status at the beginning of the fifth month after FMLA leave has been exhausted.

~~(a)~~ (b) The director shall give written notice of layoff to affected employees and any collective bargaining representatives as early as feasible. The affected employees shall be given written information on the status of, and eligibility for, employee benefits while on layoff status.

~~_____ (b) _____ An employee on layoff shall keep the director informed of his or her current mailing address, telephone number, or other personal data required for employee benefit administration.~~

Sec. 15-92. Order of layoff.

~~When a layoff to reduce the workforce is implemented, the layoff shall apply within classification and within department. Except when the remaining employees are not qualified, the order for layoff shall be:~~

~~_____ (1) _____ Casual, limited term, and student work experience employees are reduced first; then,~~

~~_____ (2) _____ Probationary employees holding regular status positions; and then,~~

~~_____ (3) _____ Nonprobationary regular employees shall be selected based on considerations of length of service, employee performance, requisite job skills, ability and availability, except as otherwise specifically required by the terms of an applicable collective bargaining agreement.~~

Sec. 15-93. 15-92 Maximum layoff period. Reinstatement from Layoff.

~~The maximum period of layoff shall be one year. At the expiration of one year, the employment of the person on layoff shall be subject to termination.~~

(a) When an employee is laid off by the county due to a reduction in workforce, an employee may be eligible for reinstatement to an opening for which they are qualified.

(b) In the case of an employee on layoff due to an extended non-FMLA medical leave, the employee shall not be considered for reinstatement until such time as they provide a full duty release from the physician who placed them on the original leave of absence.

(c) Laid off employees will be given consideration for any appropriate vacancy based upon their

demonstrated abilities and past performance.

(d) The director shall give written notice of reinstatement, sent by certified return-receipt mail, to an employee on layoff. Employees may be reinstated based on organizational need and education/experience required for such vacancies that shall occur in which they are qualified.

(e) The employment of an employee on layoff who, upon reinstatement, fails to report to duty within the time period specified in the reinstatement notice and without good cause, shall be subject to termination and the director shall raise benefit eligibility issued for unemployment insurance or income continuation benefits.

(f) Reinstatement rights shall continue for a period of one-year following the date of layoff. An employee holding reinstatement rights may be given preference in appointment to an open position for which they are qualified. An employee on layoff who rejects a job offer of a position shall forfeit any further reinstatement rights and will be terminated.

(g) An employee on layoff who voluntarily applies for a vacant position but is not awarded the position will continue on layoff status.

(h) An employee who voluntarily resigned their employment does not hold reinstatement rights.

Sec. 15-94. 15-93. Transfer in lieu of layoff. Maximum layoff period.

An employee subject to layoff may request, or management may offer, transfer to another vacant position for which the employee is qualified. The maximum period of layoff shall be one year. Laid off employees who have not been reinstated to a county position within one year from their date of layoff shall be considered to be terminated from county employment.

Sec. 15-95. 15-94. Recall from layoff. Transfer in lieu of layoff.

(a) The director shall give written notice of recall, sent by certified return-receipt mail, to an employee on layoff. Qualified employees shall normally be recalled in reverse order of layoff.

(b) The employment of an employee on layoff who, upon recall, fails to report to duty within the time period specified in the recall notice and without good cause, shall be subject to termination.

An employee subject to layoff may request, or management may offer, transfer to another vacant position for which the employee is qualified. If an employee rejects a bona fide offer of transfer to another position, the individual's employment will be subject to termination.

Sec. 15-95. Contact information.

It is the responsibility of a laid off employee to apprise their supervisors and the human resources department as to their current address and telephone number(s) so that reinstatement or other placement activities may be efficiently handled. An employee failing to do so may be considered to have forfeited their reinstatement or other placement rights.

Sec. 15-96. Effect on benefits during layoff.

(a) Employees laid off shall be eligible for continuation of their participation in the group health insurance program per COBRA regulations. Employee premium payments shall be made on a monthly basis in accordance with finance policy.

(b) Laid off employees shall not accrue additional sick leave or vacation hours, but shall retain their balances for possible use following reinstatement from layoff. Employees shall retain time in service for vacation accumulation purposes following reinstatement.

(c) Laid off employees may be able to continue their participation in other insurance programs at their expense in accordance with the terms established under the various insurance programs.

Secs. 15-97--15-99. Reserved.

DIVISION 7.

TERMINATION OF EMPLOYMENT

Sec. 15-100. Policy.

(a) It is the policy of the county to terminate employment because of an employee's resignation, discharge, or retirement; the expiration of an employment contract; the expiration of a layoff period; the rejection of a position in lieu of layoff; or a permanent reduction in the workforce. Discharge can be for any reason not prohibited by law or ordinance. In the absence of a specific written agreement, employees are free to resign at any time and for any reason, and the county reserves the right to terminate employment at any time and for any reason not prohibited by law or ordinance.

(b) The appointing authority shall confer with the director prior to discharging an employee. In the instance of a contract employee, as defined in 15-6(f), the appointing department head shall confer with the county administrator prior to discharge.

Sec. 15-101. Incentives for early retirement.

The county board may, from time-to-time, approve by resolution non-discriminatory incentives for early retirement. Upon approval, the director shall notify all eligible employees of the early retirement incentive program.

Sec. 15-102. Permanent reduction in force.

(a) A permanent reduction in work force occurs when a specific position is reduced with no expectation of restoration of the position within the next year. ~~A nonprobationary incumbent regular employee~~ in the reduced position shall be subject to layoff pursuant to sections ~~15-93~~ 15-90 through 15-96 of the Code.

(b) The county administrator shall issue any directive for a permanent reduction in work force.

Sec. 15-103. Notice of termination.

(a) ~~An nonprobationary~~ employee who is discharged for a reason other than a reduction in force or for misconduct shall be given a minimum two-week written notice of termination. The appointing authority may approve two weeks of severance pay in lieu of a minimum two-week notice period, except when discharge is for misconduct.

(b) The appointing authority shall meet with the employee whose employment is subject to termination. If the employee is unavailable to meet, the notice of termination shall be sent to the employee at the employee's last known address by certified and return-receipt mail ~~and, if union-represented, a copy shall be furnished to the union.~~

~~_____ (c) _____ A notice period shall not be required to terminate employment for cause, or to terminate a probationary, casual, limited term, or student intern employee.~~

~~(d)~~ (c) The director may terminate any casual employee who has not actively worked for six months. This subsection shall not bar an appointing authority from discharging a casual employee at any time.

Sec. 15-104. Employee decision to terminate employment.

(a) *Written notice required.* An employee's resignation shall be reduced to writing and submitted to the employee's supervisor, appointing authority or the director.

(b) *Minimum notice.* Except for contract employees identified in 15-6 (f), ~~a department head~~, an employee is required to provide as much notice as possible, with a minimum two-week advance-notice of resignation. A ~~department head~~ contract employee shall provide a ~~minimum 30-day advance~~ notice of resignation as outlined in their employment contract. The employee may be required to work during the entire notice period. Severance pay may be approved in lieu of the minimum notice period, except when discharge is for misconduct, subject to approval of the department head, or, in the case of department heads, by the county administrator.

(c) Except as provided herein, every department head is authorized to accept a resignation. In the case of a resignation by a teacher, where the teacher has requested waiver of any contractually provided forfeiture, acceptance of the resignation shall require approval of the CDEB.

~~_____ (d) _____ A resignation received and accepted by a management representative shall be considered final and irrevocable.~~

~~Sec. 15-105. Request to rescind a resignation.~~

~~_____ (a) _____ A resignation received and accepted by a management representative shall be considered final and irrevocable.~~

~~_____ (b) _____ An employee may in writing and prior to the effective date of the resignation make a request to rescind the resignation, but the employee has no right to demand that the request be approved. The appointing~~

~~authority shall confer with the director and render a decision regarding the employee's request to rescind a resignation. Each instance of a request to rescind shall be handled on a case-by-case basis and each decision shall be without precedent.~~

Sec. 15-106. Termination date.

(a) For purposes of determining when employment rights cease, the date of termination shall be the later of the following:

- (1) The last day actually worked.
- (2) The last day of a layoff period that ends in termination.
- (3) The date an employee rejects an offer for reinstatement or fails to report to duty within the time period specified in the reinstatement notice (pursuant to 15-92), whichever is earlier.
- ~~(3)~~ (4) The last day of an approved leave of absence.
- ~~(4)~~ (5) The date of the employee's death.
- ~~(5)~~ (6) The date on which an employee's coverage under specific employee benefit plans ceases shall be determined based on the administrative rules and regulations that apply under each plan document or personnel policy.

(b) An employee may not schedule accrued time-off benefits after the last day actually worked, except when an approved leave of absence was already in effect at the time the notice of termination was received.

Sec. 15-107. Return of county property; security issues.

The appointing authority shall:

- (1) Ensure that keys, county records and all other county property issued to the terminating employee is accounted for and returned prior to the employee's last day of work;
- (2) Contact the information technology department to make sure that employee access to information technology is terminated; ~~and~~
- (3) At the discretion of the appointing authority, contact the deputy county administrator – central services to make sure that any facility access and/or property is terminated and/or returned.
- ~~(3)~~ (4) When the terminating employee had access to cash transactions, shall confer with the ~~finance director~~ deputy county administrator – finance to decide if an audit of funds is required.

Secs. 15-108--15-119. Reserved.

DIVISION 8.

HOURS OF WORK

Sec. 15-120. Policy.

(a) It is the policy of the county that all county departments shall provide services to the public between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding those holidays observed by the county. Each county department head shall determine staffing for their departments sufficient to meet the public's need for services during these hours.

(b) Any changes in the hours that a county department is open to serve the public shall be made by the county board following:

- (1) Presentation of the request to alter business hours and the justification therefore by the county department proposing the change; and
- (2) Review of the request by the human resources committee.

In granting any such exception, the county board shall take into consideration customer service needs, the workflow between departments, and operating efficiencies. Exceptional business hours are authorized for the following departments:

- a. Lakeland School business hours shall be 7:30 a.m. to ~~5:00~~ 4:00 p.m.
- b. Public works business hours shall be ~~6:00~~ 7:00 a.m. to 3:30 p.m.
- e. ~~Land use and resource management business hours shall be 7:00 a.m. to 5:00 p.m.~~

(c) The county administrator may authorize a temporary change in business hours for a specific purpose and for a time-specific period when the change better meets operational needs.

(d) The director shall administer this division in conformance with collective bargaining agreements and the Fair Labor Standards Act.

Sec. 15-121. ~~Normal w~~Workweek.

(a) The ~~normal~~ workweek for a full-time employee shall be Sunday through Saturday, and consisting of 40 hours. ~~The normal workday shall consist of eight hours of work, excluding an unpaid meal period.~~

(b) Any exceptions to subsection (a) shall be subject to review and recommendation of the county administrator and final approval of the human resources committee.

Sec. 15-122. Meal periods and rest periods.

(a) *Meal periods.* Employees paid on an hourly basis shall receive a ~~minimum~~ thirty (30) or sixty (60)-minute unpaid and uninterrupted meal period, subject to scheduling approved by the employee's supervisor.

(b) *On-duty meal period.* When an employee is required to remain on duty and eat while on duty, the meal period shall be included in hours worked.

(c) *Rest periods.* Rest periods ("coffee breaks") ~~for non-represented employees~~ shall be 15 minutes for each four hours of scheduled work. ~~Rest periods for represented employees shall be as specified by the collective bargaining agreement.~~ Rest periods shall be included in regular hours worked. Rest periods shall not be accumulative and shall not be used to shorten the ~~normal~~ assigned workday.

Sec. 15-123. Employee work schedules.

(a) The department head shall oversee the scheduling of work hours, meal periods and rest periods for employees in compliance with county policy and ~~collective bargaining agreement requirements~~ the FLSA.

(b) Schedules shall be ~~fixed~~ made to meet the requirement of section 15-120.

(c) The department head may schedule and require overtime work, subject to funds being allocated in the budget for overtime purposes.

Secs. 15-125--15-129. Reserved.

DIVISION 9.

OUTSIDE EMPLOYMENT

Sec. 15-130. Policy.

It is the policy of the county to permit its employees to engage in outside employment or hold other jobs, provided the employee does not engage in practices or occupations that are detrimental or prejudicial to the interests of the county. Employees are required to disclose outside employment for the purpose of protecting the employee from personal legal risk as well as protecting county interests. "Outside employment" as used in sections 15-130 to 15-139 includes self-employment.

Sec. 15-131. Restrictions on outside employment.

(a) An employee's outside employment activities and related conduct away from the job shall not compete or conflict with or compromise the county's interests, or adversely affect the employee's job performance and his/her ability to fulfill all job responsibilities of the county position.

(b) Employees are prohibited from soliciting or conducting any outside business during paid working time.

(c) All employees are required to disclose any outside employment or other work activity.

(d) An employee's outside employment shall not be an acceptable excuse for an employee's poor job performance, including, but not limited to, absenteeism, tardiness, leaving early, refusal to travel, or refusal to work overtime or work different hours.

(e) County-owned tools and equipment may not be used in outside employment except in the case of employees of the sheriff's office who may, with the permission of the sheriff or his or her designee, use equipment, such as radios, which will promote public safety.

(f) No employee may disclose confidential county information in the course of outside employment.

Sec. 15-132. Employee absences.

(a) Employees who work in outside employment shall not be eligible for paid sick leave or other leave of absence from the county if the employee works in the other employment during the period of absence from the county or is disabled from work due to an accident or injury arising out of the other employment.

(b) Employees on an approved leave of absence from the county are not permitted to engage in outside employment unless the outside employment was approved in advance as a condition of the leave. Non-compliance shall result in disciplinary action.

Sec. 15-133. Restrictions on attorneys.

The private legal practice of an attorney employed by the county may in no way interfere or conflict with county interests. The attorney may not engage in private practice on county premises, may not make use of county resources, may not make or receive phone calls related to the private practice while at work for the county, and may not interfere with the scheduling needs of the county.

Secs. 15-134--15-139. Reserved.

DIVISION 10.

TEMPORARY STAFFING

Sec. 15-140. Policy.

It is the policy of the county to hire limited term employees or to contract with outside employment agencies when it becomes necessary to supplement the regular work force, subject to the availability of funds in the requesting department's budget.

Sec. 15-141. Limited-term employees.

(a) County recruitment and selection policies, sections 15-51 to 15-62, shall apply to the employment of all employees hired for a limited-term, not to exceed one year. The department shall submit a personnel requisition for a limited term employee to the director. The department head shall be responsible for following financial policies of the county to secure funding for the request.

(b) The director may authorize the hiring of a limited term employee who does not meet all minimum requirements, and may adjust the pay to a commensurate level in order to meet the department's temporary staffing need. Any waiver of an applicant's qualifications for a limited term appointment shall not reduce job standards and essential job qualifications for appointment to a regular position with the county.

Sec. 15-142. Temporary staffing agencies.

(a) A department head may supplement the work force by purchasing services through a temporary staffing agency. The worker selected through the staffing agency may not be an employee of the county.

(b) It is the responsibility of the department head to execute a written contract with the agency and to comply with county financial policies. The contract with the staffing agency, shall be subject to review by the corporation counsel and the contract shall require that the staffing agency assume all employer liability for the worker.

(c) The department shall maintain a resource listing of temporary staffing agencies and shall, upon request, assist department heads in securing temporary staffing services.

Secs. 15-143--15-149. Reserved.

DIVISION 11.

MEDICAL STANDARDS

Sec. 15-150. Policy.

It is the policy of the county to provide equal employment opportunity to all qualified persons including those with disabilities or other non-disabling medical conditions. This shall be accomplished by:

- (a) Accurately documenting the essential functions of each job, including the physical standards essential for performing the job in a safe and efficient way, without unreasonable risk to self or others;
- (b) Requiring applicants or employees to undergo medical examinations (which may include psychological examinations) for the purpose of evaluating the ability of the applicant or employee to perform all essential functions of the job in a safe and efficient way, without unreasonable risk to self or others;
- (c) Providing reasonable accommodations to allow qualified employees with disabilities to perform the job described in subsection (a);
- (d) Requiring an employee with medical and/or psychological restrictions to return to work as early as possible when work is available within those restrictions and without unreasonable risk to the employee or others;

- (e) Allowing employees with infectious, long-term, life-threatening, or other serious diseases (including, but are not limited to, cancer, heart disease, multiple sclerosis, hepatitis, tuberculosis, human immunodeficiency virus (HIV), and acquired immune deficiency syndrome (AIDS)), to work as long as they are qualified to perform the essential functions of their job without undue risk to self or others; and
- (f) Conforming with the requirements of any federal and state employment laws, to the extent that those laws may apply to a specific person.

Sec. 15-151. Administration.

The director shall administer this division in conformance with administrative procedures approved by the county administrator, including rules for medical documentation, incident reporting, and employee work rules.

Sec. 15-152. Required medical examinations.

- (a) *In general.* The director shall select an outside medical provider to conduct medical examinations required by the county. The county shall pay the cost of the medical examination. All medical certifications shall be completed on forms furnished by the county. An alternative form shall be accepted if the content is substantively the same as the county form.
- (b) *Applicant medical and/or psychological examinations.*
 - (1) Final candidates for employment shall be required as a condition of employment to pass:
 - a. A medical examination; and,
 - b. A psychological examination if such examination is required by the position description.
 - (2) A final candidate for demotion, lateral transfer or promotion from job posting shall be required to pass:
 - a. A medical examination if the new position provides a significant change in physical requirements as compared to the employee's previous position; and,
 - b. A psychological examination if such examination is required by the position description of the new position.
- (c) *Fitness-for-duty medical and/or psychological examinations.* An employee may be required to undergo a medical and/or psychological examination to determine the employee's ability to remain at work, to return to work, to evaluate the employee's request for accommodation, or to evaluate the employee's occupational exposure to toxic or unhealthful conditions.
- (d) *~~Medical~~ Second opinions.* An employee may be required to furnish ~~medical~~ certification from a provider of the employee's choice for the need for absence from work, modified work, or other accommodation.

The county may require a second ~~medical~~ opinion to evaluate the appropriateness of the medical and/or psychological information provided by the employee or the employee's medical and/or psychological provider. Additional ~~medical~~ opinions may be required by the county when a conflict in opinion exists between two or more medical and/or psychological providers. Medical and/or psychological certification may be required no more frequently than every 30 days.

Sec. 15-153. Medical and psychological records.

All applicant or employee medical and/or psychological records are confidential and shall be filed separate from the individual's personnel file. The medical and/or psychological records of the individual shall be made available to the individual upon written request. Protected medical and/or psychological information shall not be disclosed to other persons without a valid authorization, except as otherwise permitted by law. A record of any disclosure shall be maintained.

Sec. 15-154. Safety considerations.

The director or designee, in consultation with a department head, shall determine methods of operation to be in compliance with all applicable occupational safety regulations. Universal precautions, engineering and work practice controls, and personal protective equipment shall be used where appropriate to provide a safe workplace.

Sec. 15-155. Infectious diseases.

The ~~director~~ department head or designee shall establish workplace protocols to ensure the safety of employees who may be required to work with or provide services to persons with infectious diseases. Employees shall be trained in safe practices. After receiving safety training and discussing concerns with the supervisor, any employees who refuses to work with or perform services for a person known or suspected to have a serious disease shall be subject to discipline, up to and including termination.

Sec. 15-156. Reasonable accommodation.

The applicant or employee is required to submit his or her written request for accommodation to the director. The director shall meet with the applicant or employee and the department head to evaluate the reasonableness of the person's request, prior to issuing a written determination. The county may offer any reasonable accommodation to provide an opportunity for a qualified person to work, even through the accommodation may not be the one preferred by the employee.

Sec. 15-157. Return to work.

(a) *Return-to-duty ~~medical~~ certification.* Any employee returning from a medical or disability leave of absence shall provide a doctor's certification to the director, at the employee's expense, certifying the employee's ability to perform the essential duties of their regular position without risk to themselves or their fellow employees. The ~~medical~~ certification shall be provided in a form required by the county.

(b) *Return with ~~medical~~ restrictions.* The director or designee, in consultation with the department head, shall determine if an employee is permitted or required to return to work with ~~medical~~ restrictions. Each

situation shall be evaluated on a case-by-case basis. Restricted work may include modified hours or modified work duties for a limited time during a temporary healing period. Restricted work provisions shall not apply on a permanent basis.

(c) *Restricted work available.* If the employee refuses an offer of restricted work, the employee shall be ineligible for paid sick leave or disability benefits. Other available paid leave (vacation, holiday, compensatory time, personal days) may be scheduled subject to departmental policies and scheduling practices.

(d) *Restricted work not available.* If restricted work is not available, county absence and leave policies shall apply to all hours the employee is absent from his or her ~~normal~~ assigned work schedule.

(e) *Restricted work related to workers compensation.* The director, in consultation with the department head, may assign an employee on worker's compensation leave to restricted work ("light duty"), subject to the following:

- (1) The employee may be required to perform any work in any department for which the employee is qualified.
- (2) Temporary disability payments and sick leave pay shall be suspended for an employee on workers compensation leave who refuses modified work. The employee may request to use other accrued benefits (vacation, holiday, or compensatory time) available to the employee, subject to departmental policies and scheduling practices.

(f) *Restricted duties pending medical and/or psychological examination.* The director, in consultation with the department head, may place an employee on restricted duties, pending completion of a fitness-for-duty examination and receipt of the medical and/or psychological report. If the county has cause to believe that the employee's on-duty work status poses a risk to self or others, the employee may be placed on a non-voluntary medical leave by the county. The employee may use sick leave or other accrued benefits for the medical leave.

Sec. 15-158. Violation of ~~medical~~ restrictions.

The employee and the employee's supervisor shall be responsible for complying with all ~~medical~~ restrictions placed on an employee. Any employee found to have engaged in work activities in excess of the ~~medical~~ restrictions, and any supervisor found to have ordered an employee to perform work in excess of the ~~medical~~ restrictions, shall be subject to discipline.

Sec. 15-159. Permanent ~~medical~~ restrictions.

The director, in consultation with the department head, shall, prior to termination ~~or lay-off~~, consider reasonable accommodations or offer a vacant position, if available and appropriate, to an employee with permanent ~~medical~~ restrictions and who is no longer qualified to perform the essential functions of their job. If a position for which the employee is qualified is not available in county employment, the employee shall be subject to termination of employment. ~~with reinstatement rights.~~

Secs. 15-160--15-169. Reserved.

DIVISION 12.

CIVIL SERVICE

Subdivision 1.

Generally

Sec. 15-170. Authority.

This division is promulgated pursuant to Wis. Stats. § 59.52(8) ~~of 95-96~~ and shall apply only to the classifications specified herein, to the exclusion of all other county positions of employment.

Sec. 15-171. Definitions.

The following definitions shall apply:

Board means the Civil Service Board of Walworth County.

Committee means the Human Resources Committee of the Walworth County Board.

Department means the Sheriff's ~~Department~~ Office of Walworth County.

Deputy means any deputized position in the sheriff's ~~department~~ office except for the position of undersheriff and excluding any person deputed to perform a particular act as provided in Wis. Stats. § 59.26(5) ~~of 95-96~~.

Near relative means a spouse, child, stepchild, parent, grandparent, stepparent, brother, sister, first cousin, nephew, niece, aunt, or uncle. This relationship may be by consanguinity or direct affinity.

Vacant position means a position which the human resources committee has authorized to be filled.

Secs. 15-172--15-175. Reserved.

Subdivision 2.

Civil Service Board

Sec. 15-176. In general.

(a) There is and the same is hereby created a civil service board consisting of five members. The five members shall be representatives of the county. Appointments are subject to confirmation of the county board. All members shall be legal residents of the county and may not hold any elective or appointive public position or office of any sort in the county government. No member may be appointed to the board if any near

relative is employed as a deputized employee of the sheriff's ~~department~~ office.

(b) Members of the board shall serve staggered five-year terms with the term of office commencing on the first day of January. Persons first serving on the board shall be the members of the civil service commission in existence immediately prior to adoption of this division and shall serve the remainder of the term of appointment under the former civil service commission.

(c) Members of the board shall receive for service performed per diem payment and mileage as established by the county board.

(d) The board shall meet, organize, and elect a chairman and secretary. The committee shall provide necessary staff as is necessary for functioning of the board.

Sec. 15-177. Duties.

It shall be the duty of the board:

- (1) To ensure that all appointments to positions covered by this division are based upon merit and fitness as determined by validated examinations, and that no consideration be given to political preference or other factor which is not a job-related measure of fitness of a person to perform a specific position to which the person is seeking appointment.
- (2) To establish written rules to carry out their duties under this division based on recommendations of the director, and in compliance with employment law and personnel policies adopted by the county board. A copy of written rules shall be provided to the director.
- (3) To supervise the administration of all examinations used to evaluate candidates.
- (4) To certify eligible registers.
- (5) To disqualify any person who does not meet qualifications established under this division or who does not pass an examination.

All written rules of the board shall be printed and distributed in such manner as reasonably to inform the public of the county as to their purpose, and shall take effect ten days after public notice. The public notice shall not require publication of the full content of all rules, but shall advise the public of the subject matter and where a copy of the rules may be obtained.

Secs. 15-178--15-183. Reserved.

Subdivision 3.

Employment

Sec. 15-184. Duties of the human resource committee.

It shall be the duty of the committee:

- (1) To recommend to the county board the number of deputy positions, and the wages, hours, and classifications thereof, all in keeping within the budget and policy constraints set by the county board; and to authorize the refill of any vacant position.
- (2) To notify the board in writing of a request to certify to the sheriff a list of eligibles for a vacant position. Such notice shall include the classification, pay range, and job specifications and duties, and the date the position will be vacant.

Sec. 15-185. Duties of the director.

It shall be the duty of the director or designee:

- (1) To cause the minutes of the board proceedings to be fully recorded as required by state law.
- (2) To preserve all reports made to the board and keep records of all examinations conducted under the board's direction.
- (3) To conduct recruitment activities within legal standards and ensure that resources are utilized that meet affirmative action goals.
- (4) To maintain complete documentation of all recruitment, selection, and appointment activities and preserve confidentiality when applicable.
- (5) To provide professional advice and secretarial support to the board.
- (6) To attend all board meetings.
- (7) To perform such duties as the board may prescribe.

Sec. 15-186. Applicability.

(a) To the exclusion of all others in county employment, the following classifications from the sheriff's office shall be covered by this division:

- (1) Deputy sheriff;
- (2) Sergeant;
- (3) Detective;
- (4) Lieutenant;
- (5) Captain;

(b) Position specifications for each of the classifications set forth in (a) shall be established by the committee.

(c) This section shall not apply to any person whom the sheriff or undersheriff may depute to perform a particular act pursuant to Wis. Stats. § 59.26(5).

Sec. 15-187. Minimum qualifications.

The minimum qualifications for a person to be eligible to participate in a competitive examination for, or to be appointed to, a deputy position are:

- (1) The applicant shall have no felony convictions in any jurisdiction unless the judgment or conviction has been reversed or a complete pardon has been granted; and, shall have no conviction of a disqualifying misdemeanor crime involving domestic violence as provided in the Gun Control Act of 1968, as amended or superseded. The applicant must qualify to lawfully possess or receive firearms or ammunition for any purpose.
- (2) The applicant shall possess a state high school diploma or a diploma issued by an out-of-state high school accredited by an appropriate agency of the state or shall have passed the general education development diploma test or any other test recommended by the state department of public instruction as indicating high school diploma level.
- (3) The applicant shall possess either:
 - a. A two-year associate degree in police science from a state vocational, technical, and adult education district or its accredited equivalent from another state; or
 - b. A minimum of 60 fully accredited college-level credits.

An applicant who has not met the educational standard of this subsection shall be considered to have met the equivalency of this standard if they have been employed as a full-time law enforcement officer for at least two years at the time of application and are certified as a law enforcement officer in accordance with the state's law enforcement standards board.

- (4) The applicant shall possess a valid state motor vehicle operator's license or its equivalent from another state and demonstrate a driving record which is free of any serious traffic offenses or numerous minor traffic violations.
- (5) The applicant shall be legally eligible for employment in the United States.
- (6) The applicant shall be twenty-one years of age or older on the last day of filing applications for an examination. Exceptions may be made by rules of the board.
- (7) The applicant shall be a county resident upon appointment completion of their probationary period and must continue to maintain residence therein so long as employed.

- (8) The applicant must have fully completed the required county application form.
- (9) If the applicant claims veteran's preference points, the applicant shall submit evidence showing the dates of active service and a form DD214 at the time of application. If the applicant claims veteran's preference points for a service connected disability, a letter from the Veteran's Administration dated within the last six months is required at the time of application.

Sec. 15-188. Initial appointment.

(a) Applicants for a deputy position must complete a county application form together with all additional documentation required under section 15-187 and file the same with the director by the application deadline date.

(b) The director shall review the applications and recommend to the board the rejection of any applicant not meeting the minimum requirements established under section 15-187. The board shall make the final decision on the rejection of any applicant and shall notify the applicant of rejection. Remaining applicants shall be eligible to write a competitive examination selected by the director and approved by the board. The examination shall be in such form as will fairly test the abilities and aptitudes of applicants for the duties to be performed. The basis on which examinations will be rated shall be announced in advance and the board shall set a minimum passing score. Any applicant who does not attain the minimum passing score shall be disqualified from further consideration. Applicants who pass the written examination shall be invited for an oral interview before an interview panel. The interview panel shall consist of one law enforcement professional, one ~~personnel~~ human resources professional and one member of the board. The law enforcement professional and ~~personnel~~ human resources professional may not be county employees and shall be selected by the board. The interview panel shall use a structured interview approach and written documentation of interview ratings shall be maintained and filed with the director. All interview questions shall be job-related in compliance with validation standards.

(c) The board shall determine a composite score with the written examination being given a 40 percent weight and the oral interview given a 60 percent weight, and shall certify an eligible list for the specified classification in the rank order of the composite score obtained from the written and oral examinations. When an appointment is to be made to a vacancy, there shall be submitted to the sheriff the names of the three persons ranked highest on the eligible list. When more than one vacancy with the same classification is to be filled, the number of names submitted shall equal the number of vacancies plus three.

(d) Prior to appointment, the potential appointee must pass a background investigation conducted by the sheriff and a post-offer physical functional assessment by a medical professional and a post-offer psychological examination by a mental health professional designated by the director. The county shall pay the cost of the ~~physical~~ assessments.

(e) The board shall establish written rules for the administration of eligible lists, covering the duration, cancellation, replacement, and consolidation of such lists, and the removal or suspension of the names of eligibles therefrom.

Sec. 15-189. Veteran's preference.

Veterans of the armed services shall be rated so as to include the effects of the provisions of Wis. Stats. § 63.08(1)(f) ~~of 95-96~~. Veteran's preference points shall only apply for initial appointment to a deputy position.

Sec. 15-190. Promotions.

(a) Vacancies in deputy positions above the entrance level shall be filled through a competitive examination process which shall be open only to deputies in the department who meet the job specifications established by the committee, provided that if there are not at least three deputies who meet the specifications, the examination will then be open to applicants who are not members of the department. Any applicant for a promotional examination who does not pass the written examination shall be disqualified. The board shall determine the composite score and certify an eligible list based on the following criteria:

- (1) Written examination: 20 percent.
- (2) Interview panel rating: 30 percent.
- (3) Employment history: 20 percent.
- (4) Walworth County service: 10 percent.
- (5) Performance evaluations - previous three reviews averaged: 20 percent.

(b) The process used for appointment to a vacancy shall be the same as provided in section 15-188, except that all applicants who pass the written examination shall be invited for an oral interview before a single interview panel which shall be structured as in section 15-188, except the panel may also include additional members of the board. The potential appointee, if not a current county deputy, shall pass a post-offer physical functional assessment conducted by a medical professional and a post-offer psychological examination by a mental health professional designated by the director prior to appointment.

(c) Incumbent employees serving in a classification re-titled pursuant to Resolution 38-08/02 shall be entitled to hold the re-titled classification without the necessity of competitive examination.

Sec. 15-191. Leave of absence to serve as sheriff or undersheriff.

A deputy covered by this ordinance may be granted a leave of absence from his civil service position for the purpose of serving as sheriff or undersheriff of the county, providing that the deputy first secures the consent of the county board by resolution adopted by the county board. Upon completion of his duties as sheriff or undersheriff, he shall immediately be returned to his deputy position and continue therein without loss of any right under this division.

Sec. 15-192. Tenure in office.

All present sworn deputies of the department who by the terms of this division fall under its jurisdiction are deemed to have civil service status as of their original certification date.

Sec. 15-193. Disciplinary actions and appeal.

The sheriff, undersheriff, or a majority of the members of the board may file charges upon belief that a deputy has acted to show him to be incompetent to perform his or her duties or to have merited suspension, demotion or dismissal. Upon the filing of a charge with the grievance committee, as provided in section 15-194 of this division, the complaint and any appeal shall be processed as provided by Wis. Stats. § 59.26(8) ~~of 95-96~~.

Sec. 15-194. Grievance procedure for a deputy.

The human resource committee of the county board is hereby designated to serve as the grievance committee and shall perform those duties specified under Wis. Stats. § 59.26(8) ~~of 95-96~~.

Sec. 15-195. Honorary deputies.

There shall be no honorary deputies appointed by the sheriff. When any deputy is appointed who is to be paid by a party other than the county, the other party shall, prior to any work performed by the deputy, post a bond in the penal sum of \$50,000.00, protecting the county against suit by reason of their conduct as a deputy.

Secs. 15-196--15-299. Reserved.

ARTICLE III.

PAY PRACTICES*

* **Editors Note:** Ord. No. 252-02/04, pt. 1, adopted March 9, 2004, specifically added a new title to art. III, while pts. 2 through 8 of the ordinance added the subsequent sections.

DIVISION 1.

ELECTED OFFICER COMPENSATION

Sec. 15-300. Policy.

(a) It is the policy of the county to fix the compensation for elected officers on a salary basis.

(b) The office of each elected officer is declared to be a full-time position, except for the office of coroner which is declared to be part-time. In lieu of electing a surveyor, the county shall designate any registered land surveyor to perform the statutory duties of an otherwise elected county surveyor.

Sec. 15-301. Total annual compensation.

(a) Prior to May 1 of the year in which nomination papers are filed for elective office, the committee shall make recommendation to the county board on the total annual salary for each elective officer for the full term of the officer next elected.

(b) The salary established for each elective office shall be in lieu of all fees, including all per diem and other forms of compensation for services rendered. The salary shall be established for each office and shall give no consideration to the longevity or experience of any current or prior office holder.

(c) All fees collected by each elected officer shall be deposited with the county treasurer.

Sec. 15-302. Fringe benefits.

(a) Each elected officer shall be eligible to enroll in health insurance, dental insurance, group term life insurance, and long-term disability insurance, subject to all plan provisions that apply to department head positions of the county. Any changes in insurance benefits that apply to department heads during the period of the elected officers' term shall also apply to the elected officers.

(b) The county shall pay the elected officer's required retirement contribution ~~up to 5.5 percent of reportable earnings, except for the sheriff in which case the county shall pay up to 6.0 percent.~~ as prescribed by state law.

(c) The sheriff shall be provided a county vehicle for business use. Personal use of such vehicle is prohibited, except for commuting and incidental personal business as defined in applicable Internal Revenue Code provisions.

(d) An elected officer shall not be eligible for unemployment compensation.

(e) Upon retirement the elected officer shall be eligible to continue in the health insurance plan subject to the provisions of section 15-556. Any officer not in county service prior to January 1, 2006 shall not be eligible to continue in the county health insurance plan upon retirement.

Sec. 15-303. Employee elected to county elective office.

(a) Any employee of the county who is elected by vote of the public to a county elective office shall receive severance pay for accrued vacation, holiday, or compensatory time, subject to the terms of applicable county policy or contract. Severance pay shall be calculated at the rate in effect immediately prior to taking elective office.

(b) Any severance provision that may apply to accrued sick leave shall be calculated at the rate in effect immediately prior to taking elective office and subject to sections 15-338 or 15-339.

Secs. 15-304--15-309. Reserved.

DIVISION 2.

CLASSIFICATION AND COMPENSATION

Sec. 15-310. Policy.

It is the policy of the county to provide fair and competitive pay and benefits to its employees.

Compensation, inclusive of all pay and benefits, shall be established and adjusted periodically to ensure the county's ability to recruit, motivate and retain quality employees.

Sec. 15-311. Compensation objectives.

Compensation for employees shall meet the following objectives:

- (1) Each classification shall be described by a written classification description that specifies essential job duties and the knowledge, skills and abilities required to perform the job.
- (2) Compensation for county employees shall remain competitive with external comparable employers.
- (3) Classifications of similar complexity within a career group or bargaining unit shall receive similar compensation.
- (4) Objective performance evaluation shall be used to determine an employee's eligibility to advance in pay, except as otherwise provided by a collective bargaining agreement.
- (5) Compensation practices shall be consistent with applicable law, including, but not limited to, the following: Equal Pay Act, Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964, the Fair Labor Standards Act, and Wisconsin Fair Employment Law.

Sec. 15-312. Position classification.

(a) Subject to the policies of this division, the director shall ascertain and record the knowledge, skills, and abilities required to perform the duties, responsibilities and authorities of all positions in county service. Position records shall document the authorized classification and pay range. This division shall not apply to elected officers or the county administrator.

(b) Each classification shall include all positions which are comparable with respect to authority, responsibility and nature of work required; and shall be so constituted that the same pay range can be applied to all positions in the classification level under similar working conditions.

(c) After consultation with the appointing authority, the director shall recommend to the county administrator the allocation of each position to an appropriate classification and pay range. This subsection shall also apply to any request to reclassify or reallocate a position.

~~(d) This division shall not be construed to modify the rights of a union to collectively bargain the rates of pay to be applied to classifications included in the certified bargaining unit.~~

(e) An employee may appeal the recommendation of the director by submitting a written appeal to the director within 30 calendar days of the date the employee was notified in writing of a decision on the employee's assigned classification and pay level. The director shall submit the appeal along with substantiation for the recommendation to the county administrator for review and final decision. The final decision on appeal is excluded from the grievance procedure.

Sec. 15-313. Factors applied to determine pay range.

- (a) The factors used to determine pay range assignment shall be without regard to any prohibited bases of discrimination.
- (b) The factors used to determine the allocation of a classification to a pay range within a pay plan shall include the following:
 - (1) Job evaluation factors that rank positions for internal equity: job-related formal education and experience; skills and abilities; decision-making; thinking challenges and problem solving; interactions and communications; and work environment. Classifications of similar ranking shall be assigned to the same pay range within the applicable pay plan, except when (2) is applied.
 - (2) A classification may be assigned to a higher or lower pay range to meet competitive factors, based on an objective review of salary survey data from the relevant labor market.
 - (3) The pay relationship of a specific position to other directly-supervised positions.
 - (4) A position shall be allocated to an existing pay range in the applicable pay plan.
 - (5) The fiscal policies of the county and other pertinent economic considerations.

Sec. 15-314. Classification titles.

- (a) The official classification title is the generic title established under this division. The official classification title shall be used in all reports and payrolls and in all estimates requesting the appropriation of money to pay employees.
- (b) The appointing authority may use a working title to designate positions for internal administration as long as the working title is consistent with the position's relative placement in the organizational structure. Working titles shall have no effect on the personnel processes covered by the code or administrative procedures.

Sec. 15-315. Classification plan authorization.

- (a) The director shall prepare and submit the classification plan(s) to the county administrator, including a fiscal estimate for cost of implementation. The county administrator shall present final administrative recommendations to the committee for approval or denial.
- (b) The classification plan shall include specifications for each classification level and identify the pay range to which the classification is allocated.
- (c) The director shall complete, at least bi-annually, a market survey for benchmark classifications in the relevant labor market and present a written report to the county administrator which identifies the labor market, and includes findings, conclusions and recommendations.

Sec. 15-316. Changes in program or organization.

(a) In all cases an appointing authority shall give written notice to the county administrator when any changes in program or organization are anticipated which may significantly impact duties or responsibilities assigned to positions. Written authorization of the county administrator is required prior to implementing any changes in duties or responsibilities outside of a job's classification level.

(b) Upon the county administrator's approval of changes in duties or responsibilities, the director shall determine the appropriate classification and whether the incumbent shall be reclassified or whether the position shall be opened to other applicants.

(c) The director shall notify the appointing authority in writing of the approval or denial of requests for reallocation or reclassification of positions. The appointing authority shall immediately notify the incumbent in writing.

Sec. 15-317. Employee request for reallocation or reclassification.

It is management's responsibility to assign job duties within job classification level but an employee may be required to perform tasks outside of their job classification. ~~An employee may submit an appeal or grievance if they believe management has assigned job duties substantively outside the scope of their job classification.~~ Although the employee may be eligible for a rate differential for performing duties out-of-classification, the county shall have no duty to reclassify or reallocate the employee's position for an on-going period.

Sec. 15-318. Authorized classifications.

When a new position is created or an existing position changed, the director shall recommend the appropriate classification, pay plan, pay range and overtime code ("OVTM") to the county administrator and committee, subject to county board approval or denial. In this section "plan" means the classification and pay plan identified in section 15-320; "range" means the pay range level in the pay plan; and "OVTM" means the overtime eligibility code identified under section 15-321.

Sec. 15-319. Casual, limited term and student positions.

Casual, limited term or student employees are not included in section 15-336. Employment of casual, limited term or student employees shall be subject to funds being allocated in a department budget for said purpose.

Sec. 15-320. Pay plans.

(a) The director shall assign, in accordance with policies established in this chapter, the proper pay plan and range for each classification authorized under section 15-318.

(b) The pay plan code established for each classification in sec. 15-318 shall be interpreted as follows:

PAY PLAN CODE:

A	"LHCC - 1925A" means the pay plan for hourly employees represented by Local 1925A, AFSCME.
B	"Courthouse - AFSCME 1925B" means the pay plan for hourly employees represented by Local 1925B, AFSCME.
C	"HHS - AFSCME 1925C" means the pay plan for employees represented by Local 1925C, AFSCME.
D	"Highway - AFSCME 1925" means the pay plan for employees represented by Local 1925, AFSCME.
E	"Health and Human Service Professionals" means the pay plan for employees represented by the Health and Human Service Professional Association.
F	"Deputy Sheriff" means the pay plan for hourly employees represented by the Deputy Sheriffs' Association.
G	"Teachers" means the pay plan for school-year employees represented by the Lakeland Education Association, WEAC.
H	"Non-Union Hourly" means the pay plan for non-represented hourly employees.
I	"Salaried Exempt" means the pay plan for non-represented exempt employees.
K	"Appointed" means the pay plan for appointed employees.
L	"Elected Officials" means the pay plan established for elected officers.
M	Casual, LTE and Student Worker employees.
N	"County Board" means the pay plan for County Board Per Diem rates.
Q	"CDEB Management Staff" means the pay plan for non-represented salaried school-year employees.

Sec. 15-321. Overtime pay.

(a) The director shall classify, in accordance with the standards established under the Fair Labor Standards Act (FLSA) of 1938, as amended, those positions in county service which are exempt from the overtime pay provisions of the FLSA. A position determined to be FLSA-exempt shall be paid on a salary basis and shall not be eligible for overtime pay or compensatory time with the following exception:

(1) Sworn management staff (Undersheriff, Captain or Lieutenant) may receive overtime pay, but not compensatory time off, for any hours works during Alpine Valley concerts, in addition to their bi-weekly salary, provided the entire cost of the overtime is paid for by the concert venue operator.

(b) Any position that is not exempt from the overtime pay provisions of the FLSA shall be eligible for overtime pay or compensatory time. For any non-exempt position assigned to overtime code 2 and 3, authorized paid time off shall not count as hours worked for the purpose of determining overtime pay or compensatory time.

(c) The overtime code established for each classification shall be interpreted as follows:

OVERTIME CODE

1 These classes are primarily managerial in nature, but may also include some professional or administrative classes, paid on a salary basis, and ineligible for overtime pay, with the exception of Sworn management staff, as identified in (a)(1) above.

2 These classes are paid on an hourly basis and are covered by the overtime pay provisions of the FLSA (i.e., non-exempt) and, therefore, receive overtime pay or compensatory time at the one and one-half (1.5x) time their regular rate for time worked in excess of 40 hours per week.

3 These classes are nursing home positions paid on an hourly basis and are covered by the overtime pay provisions of the FLSA (i.e., non-exempt) and, therefore, receive overtime pay or compensatory time at the one and one-half (1.5x) time rate under the “8 and 80” system – overtime for any hours worked after more than 8 hours in a day and more than 80 hours in a 14-day work period.

(d) Any employee in a classification which has been assigned to overtime code 1 shall be paid on a salary basis and shall not be eligible for overtime pay or compensatory time, with the exception of Sworn management staff, as identifies in (a)(1) above.

(e) Prior supervisory approval is required prior to working overtime hours. Whenever possible department heads shall schedule employees so as to minimize the amount of overtime incurred by the county. Employees shall be paid based upon the time approved by the appropriate department head.

Sec. 15-322. Compensatory time.

(a) Any employee in a classification assigned to overtime code 2 shall be compensated for overtime hours worked by payment at the applicable overtime rate or by granting the employee compensatory time off at the rate of one and one-half hours for every overtime hour worked in excess of 40 hours per week. The limit on banked accrued compensatory time shall be 60 hours. Compensatory time in excess of the limit shall be paid at the applicable overtime rate.

~~_____ (b) _____ The limit on accrued compensatory time shall be 40 hours, except as otherwise provided by the collective bargaining agreement. Compensatory time in excess of the limit shall be paid at the applicable overtime rate. Only full time employees shall be eligible to accrue compensatory time.~~

(b) Any employee in a classification assigned to overtime code 3 shall be compensated for overtime hours worked by payment at the applicable overtime rate or by granting the employee compensatory time off at the rate of one and one-half hours for every overtime hour worked in excess of 8 hours a day and 80 hours in a 14-day work period. The limit on banked accrued compensatory time shall be 60 hours. Compensatory time in excess of the limit shall be paid at the applicable overtime rate.

(c) An employee shall schedule the use of compensatory time in accordance with the ~~normal~~ time-off scheduling practices of the department.

(d) Accrued compensatory time may be cashed-in for wages at the end of any pay period at the employee's option. Upon termination, all accrued compensatory time shall be paid in a lump sum.

(e) Beginning January 1, 2012, all unused compensatory time shall be paid out to the employee during the employee's last pay date of each year.

(f) Employees of AFSCME units 1925 and 1925A who have over 60 hours in their compensatory time bank as of January 1, 2012 will be paid out all hours above 60.

Sec. 15-323. Flexible work scheduling.

(a) All full-time employees paid on a salary basis shall be recorded as having worked 80 hours each bi-weekly pay period and, if the hours were not regular hours, the employee shall indicate whether they involve sick leave, vacation, etc.

(b) Salaried-exempt employees shall exercise discretion over the methods and manners in which they effectively use their work time. When the need warrants, they are expected to devote the extra effort necessary to complete their work in a professional manner, and in turn they may occasionally exercise some flexibility in their work schedules. ~~An hour for hour accounting of work time is not to be maintained for salaried exempt employees.~~ Employees shall not "bank" the extra hours or expect that an hour for hour match will be given as time off in the future. It is up to each supervisor to approve any flex time off to assure there is no abuse. Supervisors are encouraged to promote the exercise of flexibility in proximity to extraordinary time spent by a covered employee on the job. For example, if operational needs require a salaried, ~~non~~-exempt employee to work ten hours on a Sunday, the employee should be encouraged to exercise flexibility at a point in time proximate to that extraordinary event. As a further guideline, such time off shall be limited to a maximum of three consecutive days in connection with any one absence.

(c) Upon separation from county employment, there shall under no circumstances be any payout for the separated employee on account of this section.

Sec. 15-324. Performance based compensation for certain employees.

It is the policy of the county to compensate management employees based on their performance during the preceding year.

- (1) Except as provided in subsection (6), employees subject to the performance based compensation plan shall be those participating in the management pay plan and management/teaching pay plan described in section 15-320 and adopted by resolution by the county board. For purposes of administration of performance-based compensation, each range in the management pay plan shall be divided into four equal quartiles.
- (2) No later than March 31 of each year, the county board shall determine the performance based percentage increase available for employees whose performance is average in the second quartile of their pay range. The human resources committee shall determine the performance based pay increase percentages available for all other levels of performance at the first, second, third and fourth quartiles of each established range. These levels include:
 - a. Not meeting minimal expectations;
 - b. Needs improvement;
 - c. Average;
 - d. Solid contributor; and
 - e. High-level contributor.

There shall be no increase for employees whose performance does not meet minimum expectations. The percentage increase developed by the human resources committee shall recognize varying degrees of compensation for increased levels of performance.

Editors Note: Ord. No. 300-05/05, pt. II, adopted May 10, 2005, carried this note: ". . . notwithstanding the provisions of sec. 15-324(2), for the purposes of effecting a transition from the current management pay plan to the performance based plan, the county board shall adopt the management pay plan required by sec. 15-320 and establish the percentage increase for solid contributors in the second quartile of their pay range no later than June 30, 2005, and the human resources committee shall set the other percentages at the meeting immediately following county board action."

- (3) The county administrator's budget shall include funds for each department to implement this performance based compensation plan for the upcoming year.
- (4) After the county board has approved the annual budget, each department head or designee shall complete a performance evaluation for every employee subject to the performance based pay plan. Each department head shall recommend an increase in compensation that is based on:
 - a. The employee's performance, with consideration of goals and objectives contained in the

performance evaluation; and

- b. the employee's current wage and position in the salary range and quartile established for the employee's pay classification.

Editors Note: Ord. No. 300-05/05, pt. III, adopted May 10, 2005, carried this note: "Notwithstanding the provisions of 15-324(4), the January 1, 2006, percentage increase for any employee subject to the performance based pay plan shall be prorated based on the number of months elapsed between date of the last step increase awarded to that employee and January 1, 2006."

- (5) Prior to communication with employees, all recommendations for performance based compensation increases shall be submitted to the director for review to ensure that department heads have applied the rating criteria in an consistent manner and that the overall distribution of pay is lawful.
- (6) Notwithstanding (1), the following employees shall not be included in the performance-based compensation plan:
 - a. Family court commissioner. The salary of the family court commissioner shall be established annually by resolution of the county board.
 - b. The following classification titles of the ~~MT~~ Q pay plan:
 - 1. Educational programmer;
 - 2. Occupational therapist;
 - 3. Physical therapist;
 - 4. School nurse;
 - 5. School psychologist.

Secs. 15-325--15-329. Reserved.

DIVISION 3.

PAY AND BENEFIT ADMINISTRATION

Sec. 15-330. Policy.

It is the policy of the county to administer pay and benefits equitably and consistent with county policy, collective bargaining agreement, or applicable laws.

Sec. 15-331. Pay and benefit groups.

(a) Pay shall be administered consistent with the pay rules established within each pay plan, as identified in section 15-320. Eligibility for overtime or compensatory time shall be determined consistent with the overtime code assigned in section 15-321 and 15-322.

(b) An employee's eligibility for benefits shall be determined by the employee's FTE, the position the employee holds, and the benefit or bargaining group in which the position is included. Bargaining or benefit groups include the following: elected officer, department head, non-represented salaried (FLSA-exempt), non-represented hourly, each certified collective bargaining unit, or casual (including limited term and student).

(c) There shall be no change in eligibility for benefits when an employee is temporarily assigned to a position with a benefit or bargaining group that is different than the employee's regular benefit or bargaining group.

Sec. 15-332. New or changed employee pay or benefits.

(a) The committee shall review and recommend any new or changed employee benefits, subject to final approval of the county board.

(b) Any increase or decrease in pay plans shall be subject to review and recommendation of the committee, and final approval or denial by resolution of the county board.

(c) General increase or decrease. A general increase or decrease in a pay plan shall apply to each step in each pay range and the employee shall receive the new rate for the pay step he or she is placed at, except as otherwise provided by resolution or by the specific provisions of a pay plan.

Sec. 15-333. Pay plan administration.

(a) *Pay rules.* The director shall establish procedures to ensure the consistent application of pay rules.

(b) *Exceptions to this section.* Whenever any pay rules under a specific pay plan conflict with this section, the rules of the specific pay plan shall take precedence.

(c) *Pay steps.* Each pay plan except those provided in section 15-324 shall consist of one or more pay ranges, and each pay range shall consist of one or more steps.

(d) *Maximum rate.* An employee shall not be paid at a rate exceeding the maximum step in the range, unless the committee has approved a red-circled pay rate. This subsection shall not apply to an approved red-circled pay rate or a higher rate paid for a temporary assignment to a higher classification.

(e) *New employee.* A new employee shall be paid at the minimum rate, except a pay offer above minimum may be authorized by the county administrator based on (1) through ~~(6)~~ (5).

(1) Request of the hiring department head that pay above the minimum is necessary to attract the most qualified candidate among the available applicants based upon the candidate's refusal to work for the minimum salary; and

(2) The candidate offers documented advantages over the other candidates in terms of relevant experience, education and/or certifications; and

- (3) The advantage of the experience, education and certifications that the candidate offers is at least commensurate with the additional cost that will be incurred by the county as a result of hiring above the minimum, which factor has been considered by the department head prior to recruitment; and
- (4) The proposed salary will not cause inequities within the county when looking at the experience and education and performance of other employees in the same pay range; and
- (5) Sufficient funds exist to pay above the minimum level.

~~(6) In the case of represented employees, the county administrator shall consider collective bargaining provisions, past practice and bargaining history with the unit. Reinstatement rules, if applicable, shall control in the case of employees who were involuntarily separated from county service due to work restrictions or a reduction in the work force.~~

(f) *Trainee rate.* The director may authorize a department head's request to hire a person who does not meet the minimum requirements of the job. The director shall determine the appropriate reduced classification and pay range for the appointment. The employee shall be required to meet the minimum job requirements within a specified time period. Upon attaining all minimum job requirements, the position shall be restored to the appropriate classification and pay range.

(g) *Step advancement.* A regular employee shall be eligible to advance to a higher step, if any, in the pay range based on time in service performance in the position. ~~The time in service requirement shall be determined based on the period of time between steps as shown in the pay plan schedule. A completed performance evaluation showing an above average performance during the prior year must be on file with the director prior to the employee receiving a step increase. An employee receiving an evaluation with an average or lower rating will not be eligible for a step increase.~~ Time is measured from the date the employee last received a step change or change in base pay (MX pay plan) and is based on the assigned time between steps as prescribed by their salary schedule. ~~Some pay plans may also provide that step advancement shall be based on job performance.~~ A casual, limited term or student employee shall progress based on hours worked ~~not be eligible for step advancement.~~

~~(h) Effect of unpaid absence on step advancement. The minimum time in service requirement between pay steps shall be extended by the amount of time an employee is on unpaid leave, suspension or layoff exceeding a total of 80 hours.~~

(i) *Promotion.* A regular employee permanently reassigned to a different position in a higher pay range shall be advanced to the pay step in the higher pay range that provides the minimum increase in pay rate. The effective date of the promotion increase shall be the date the employee assumes the full duties and responsibilities of the new position. The appointing authority shall make the effective date of the promotion the beginning of the next pay period whenever possible. The promoted employee, except when placed at the maximum rate, shall be eligible for step ~~increases~~ advancement based on the effective date of the promotion and ~~time in service performance~~ in the new position pursuant to 15-333(g). In the case of employees subject to section 15-324, placement in the pay range shall be determined by the county administrator subject to the rules set forth in section 15-333(e)(1) through (5).

(j) *Demotion.* A regular employee permanently reassigned to a different position in a lower pay range shall be reduced to the pay step in the lower pay range that provides the smallest decrease in pay rate. The effective date of the reduction shall be the date the employee assumes the full duties and responsibilities of the new position. The appointing authority shall make the effective date of the reduction the beginning of the next pay period whenever possible. The employee when placed at less than the maximum rate shall be eligible for step ~~increases~~ advancement based on the effective date of the reduction and ~~time-in-service~~ performance in the new position pursuant to 15-333(g).

(k) *Lateral transfer.* A regular employee transferred to a different position with an equivalent pay range shall remain at the same pay rate. ~~Time-in-service attained between steps in the prior position shall continue in the new position.~~ Eligibility for step advancement will be based on the effective date of the transfer and performance in the new position, pursuant to 15-333(g).

(l) *Temporary assignments within pay plan.* The department head shall approve the temporary assignment of an employee to a different position within the same pay plan. The pay rate for the temporary assignment shall be as follows:

- (1) *Same pay plan and pay range:* No change in pay rate.
- (2) *Same pay plan and higher pay range:* A regular employee temporarily assigned to a position in a higher pay range for a period of at least five consecutive work days shall be paid at the pay step in the higher pay range which provides the minimum increase in pay rate. The higher rate shall only apply when the employee has assumed all or a significant portion of the higher-level duties and responsibilities of the higher classification. The temporary rate shall only apply to actual hours worked and specifically excludes any paid non-productive time.
- (3) *Same pay plan and higher pay range (MX (Pay For Performance) Pay Plan):* A regular employee temporarily assigned to a position in a higher pay range for a period of at least five consecutive work days shall be paid at a rate approved by the county administrator. Placement of the employee into a new rate shall be based on the following:
 - a. Relevant experience of the assigned employee;
 - b. Relevant education of the assigned employee;
 - c. Rate of employee permanently in position;

The higher rate shall only apply when the employee has assumed all or a significant portion of the higher-level duties and responsibilities of the higher classification. The temporary rate shall only apply to actual hours worked and specifically excludes any paid non-productive time.

- (4) *Same pay plan and lower pay range:* No change in pay rate.

(m) *Temporary assignment outside of bargaining or benefit group.* The department head shall consult with the director prior to temporarily reassigning an employee to a position in a different bargaining or

benefit group. Any change in pay rate or fringe benefit shall be subject to approval of the director, after taking into consideration personnel policies, collective bargaining agreements and other employment laws. Normally there shall be no change in the employee's bargaining unit status or benefit eligibility. Authorization for any changes shall be reduced to writing.

(n) *Acting department head.* The county administrator may appoint an acting department head when a vacancy exists or when the incumbent is on an extended absence for six weeks or more (excluding vacation periods). The temporary assignment shall not be subject to confirmation of the county board. The county administrator shall consult with the director for the purpose of reviewing any change in pay rate, fringe benefits or other terms and conditions of employment that apply during the temporary appointment. The temporary appointment and any changes in pay or benefits shall be reduced to writing.

(o) *Red circled pay rates.* Employment transactions may result in a red-circled pay rate, when authorized under subsection (d). Employees whose pay has been red circled shall continued to receive their present rate of pay until the pay range maximum for the classification exceeds their present red circled pay rate.

(p) *Return to former position.* When an employee transfers to a different position and within one (1) year returns to their former position, said employee shall return to the pay step in the former position in effect immediately prior to transfer. The former pay step shall be subject to ~~adjustment for time in service and~~ any general wage increase."

Sec. 15-334. Retroactive pay.

All pay rate increases or decreases shall become effective the beginning of the first pay period following approval, except when otherwise approved by the board. A general wage increase approved on a retroactive basis shall not apply to terminated employees, or to any casual, limited term, or student employee who has not worked in the three-month period immediately preceding the date the general wage increase was approved. This section shall not apply to the correction of errors.

In the case of pay upgrades due to reorganization, retroactive pay shall begin no earlier than the date the reorganization plan is presented to the human resources committee and, in no event, shall be for a period in excess of ninety days.

Sec. 15-335. Position classification actions.

(a) Reclassification of incumbents shall be done on a non-discriminatory basis. The director, in consultation with the department head, shall determine if a reclassified position shall be filled by competitive or non-competitive means.

(b) The reallocation or reclassification of a position shall be withheld if the appointing authority has determined that the incumbent's job performance is not satisfactory, or the incumbent has not satisfactorily attained specified training, education or experience normally required for the position.

(c) Except for employees subject to sec. 15-324, the pay adjustment for an incumbent in a position that is reallocated or reclassified shall be determined consistently with subsection (i), (j) or (k) of section 15-333.

(d) In the case of employees subject to section 15-324, placement of the employee into a new pay range based on reclassification or reorganization shall be based on the following:

- (1) Relevant experience of the promoted employee relative to the new job description;
- (2) Relevant education of the promoted employee relative to the new job description;
- (3) Relevant certifications of the promoted;
- (4) Job performance of the promoted employee in their previous county positions;
- (5) Non-job related experience in the county service;
- (6) Sufficient budget;
- (7) Recommendation of the county administrator;
- (8) Approval of the human resources committee;
- (9) Items 1 through 5 would be weighted in descending order.
- (10) In no event shall any raise be to a quartile greater than the quartile in which the employee is currently being paid.

Sec. 15-336. Employment in two positions.

When the director approves the employment of an employee in two positions, subject to section 15-61, pay and benefits shall be administered as follows:

- (1) Hours worked in the different capacity (second position) shall normally be paid at straight-time and shall not be combined with hours in the employee's regular employment for the purpose of determining overtime liability. (Ref. CFR 553.30.)
- (2) The employee's pay rate and benefits will be calculated independently for each position and costs will be charged separately for each position. Fringe benefit eligibility shall be based on the FTE status and bargaining unit of the primary position.

Sec. 15-337. Reinstatement of pay or benefits.

Pay and benefits for an employee reinstated pursuant to section ~~15-59~~ 15-92, shall be as follows:

- (1) The employee may be ~~hired~~ placed above the minimum rate with consideration given to the pay level the employee previously attained as a county employee. The next step review date shall be based on the reinstatement date.

(2) If ~~rehired~~ reinstated into a regular position, the employee will be credited with county service equal to that attained at the time of separation as well as the time spent on layoff, resulting in more favorable vacation accrual. ~~Bargaining unit seniority may be reinstated, subject to mutual agreement of the county and the union.~~

~~(3) The reinstated employee shall be subject to a probationary period, if applicable.~~

~~(4)~~ (3) For other benefit purposes the reinstated employee shall be considered a new hire.

Sec. 15-338. Severance pay upon layoff or termination.

(a) Within 30 days of layoff an employee may request that available vacation, holiday or compensatory time be paid. The accrued benefits shall be paid in a lump-sum calculated at the base pay rate in effect on the last day the employee actually worked. If pay-off is not requested, the accrued benefits shall remain on record until the employee is ~~re-called~~ reinstated or employment is terminated,

(b) An employee shall receive severance pay in a lump sum and calculated at the base pay rate in effect on the last day actually ~~worked~~ paid when employment is terminated. Severance pay shall include:

(1) Vacation hours, provided the ~~employee completed the probationary period or the~~ hours were otherwise available for use by the employee;

(2) Holiday bank hours;

(3) Compensatory time bank hours; or

~~(4) Balance of donated hours.~~

(c) Upon termination of employment severance pay for accrued sick leave shall be paid in a lump sum computed at the pay rate in effect on the employee's last day actually worked for certain grand-fathered employees, subject to the following:

(1) An employee covered by resolution #14-04/87 who did not elect to be covered by section 15-339, shall receive severance pay for up to 90 days (720 accrued sick hours) paid at the level specified in the resolution. Hours in excess of 720 shall have no severance value.

(2) Except as provided under paragraph (1), a non-represented employee hired prior to April 21, 1987 who did not elect to be covered by 15-339, shall receive severance pay for up to 90 days paid at 50 percent (maximum of 360 hours). Hours in excess of 720 shall have no severance value.

(3) An employee hired into a bargaining unit position prior to April 21, 1987 and then transferred to a non-represented position after April 21, 1987 who did not elect to be covered by section 15-339, shall be subject to paragraph (5).

(4) An employee hired into a bargaining unit position after April 21, 1987 and then transferred to a

non-represented position who did not elect to be covered by section 15-339, shall:

- a. For severance purposes, sick leave balances shall be frozen at the balance in effect on the date of transfer and paid at the formula under paragraph (5);
- b. Sick leave hours earned and accrued after the transfer date are eligible for conversion to health insurance credits as outlined in section 15-339 if employee is eligible for retiree health insurance as outlined in section 15-556;
- c. Effective May 1, 2011, all employees promoted from a represented position to a non-represented position will retain the severance/sick credit election made in calendar year 2000 for Lakeland Education Association members and in calendar year 1998 for all other county employees.

(5) A represented employee hired prior to June 9, 1998 who has not elected to be covered by section 15-339 shall receive severance pay for up to 90 days paid at 50 percent (maximum of 360 hours). Hours in excess of 720 shall have no severance value.

~~(6) Sick severance is not available to non-represented employees hired after December 1, 2005 or for represented employees on the dates specified in collective bargaining agreements.~~

Sec. 15-339. Conversion of sick leave ~~and other accrued time off~~ to health insurance credits.

(a) This section shall apply to employees who are otherwise entitled to retiree health insurance coverage pursuant to section 15-556 as set forth herein.

(b) This section shall become effective upon the death, disability or retirement of an employee insured under the county group health insurance plan. Disability or retirement requires that the employees receive an immediate annuity from WRS.

(c) Except as provided in this paragraph in the case of health insurance credits or in paragraph (f), accrued sick leave shall have no severance value for any reason. Upon death, disability or retirement of an employee otherwise entitled to retiree health insurance, the employee's accumulated sick leave balance shall be converted to credits for payment of health insurance premiums for continuing coverage under the county group health insurance plan. The sick leave balance shall be converted at 60 percent of the employee's basic pay rate in effect immediately prior to retirement or death. The monthly premium for any eligible employee who is insured at the time of retirement, or for the surviving insured dependents of a deceased employee, shall be deducted from the credits until the credits are exhausted. Health insurance credits shall be held in an interest-bearing trust account and interest shall be credited to individual accounts monthly. Upon the death of the retiree, and if there are no surviving insured dependents, the credits shall revert back to the county.

(d) The employee or the employee's surviving insured dependents may elect to delay initiation of deductions from these credits for up to ten years after the date of sick leave conversion provided the employee or surviving insured dependents are covered by a comparable health insurance plan. The comparable health insurance plan must have been in effect on the date of conversion and must remain in effect until the date on which the employee or surviving insured dependent(s) later elects to initiate deductions from those credits. A

health insurance plan or policy is considered comparable if it provides hospital and medical benefits that are substantially equivalent to the county group health insurance plan.

(e) The option to elect a delay in using the insurance credits shall be a one-time choice. Coverage under the county group health plan may be later activated by the former employee or surviving insured dependents upon completing enrollment forms prior to the end of the ten-year maximum delay period. Coverage shall be effective on the first day of the month following 30 days from the date that the department receives the signed enrollment forms. Late enrollment provisions that require a health statement application and restrictions for pre-existing conditions shall be waived for the employee and for eligible dependents who were named as insured under the employee's health insurance plan at the time of retirement or death.

(f) Accrued sick leave shall be paid as a severance benefit for non-represented employees hired prior to April 20, 1987, and represented employees hired before June 8, 1998, unless those employees filed election on or before September 30, 1998, to convert accrued sick leave to health insurance credits. Conversion shall be pursuant to resolution 14-04/87 in the case of non-represented employees and at the rate set forth in the applicable bargaining agreements in effect on June 8, 1998, in the case of represented employees.

Sec. 15-340. Severance pay in lieu of notice.

A minimum period for notice of termination ~~may be~~ is required under sections 15-103 and 15-104. When a notice period is ~~required~~ given, the appointing authority may provide severance pay equal to the employee's ~~normal~~ assigned scheduled hours in the final notice period in lieu of requiring the employee to remain at work.

Sec. 15-341. Negotiated severance agreements.

(a) Negotiated severance agreements shall be done on a nondiscriminatory basis.

(b) The county administrator may authorize representatives of the county to negotiate a severance agreement with a specific employee wherein the employee relinquishes his/her employment rights and rights to potential future claims against the county. The proposed agreement shall be subject to review by the director and the corporation counsel as to form and conformance with benefit plan provisions. Said agreement shall be subject to final recommendation of the committee and approval by the county board, and conditional upon funding. Any severance agreement with a ~~represented employee~~ member of the Deputy Sheriff Association shall also require approval of the designated collective bargaining representative.

Sec. 15-342. Allocation of severance pay for unemployment compensation purposes.

The director shall, for the purposes of Wis. Stats. § 108.05(5), allocate severance pay at the employee's approximate full weekly wage rate to future work weeks for the purposes of unemployment compensation benefits. The employee shall be given due and timely written notice of said allocation.

Secs. 15-343--15-349. Reserved.

DIVISION 4.

MANAGEMENT PAY POLICIES

Sec. 15-350. Retention of management employees.

In limited circumstances, it may be desirable to raise the salary of an employee subject to sec. 15-324 for the purposes of retention. Such action shall be subject to the following:

- (1) A bona fide outside job offer exists for more money.
- (2) A stated intention of the employee to leave county employment.
- (3) Performance of the employee in the performance-based pay plan of solid contributor of better in all annual reviews.
- (4) The advantage of the experience and education that the incumbent offers is at least commensurate with the additional cost that will be incurred by the county as a result of providing the raise.
- (5) Sufficient budgeted funds are available to provide a salary increase.
- (6) Recommendation of the department head.
- (7) Approval of the county administrator.

Secs. 15-351--15-355. Reserved.

Sec. 15-356. Department head appointment.

If any terms of an employment contract for a department head appointed by the county administrator conflict with this chapter, the terms of the employment contract shall apply.

Sec. 15-357. CDEB management-school staff ("MT") ("Q") pay plan.

- (a) The management-school staff ("MT") ("Q") pay plan shall apply to salaried non-represented employees scheduled on a school-year basis.
- (b) The annual contract for an assistant director of special education classification shall be 217 days. The contract for all other staff under this section shall be 200 days. The contract days shall be scheduled to compliment the school calendar and shall be fulfilled no later than June 30th of each year.
- (c) The assistant director of special education and school psychologist may receive an annual stipend of 110 percent of their current hourly rate for each additional hour of work assigned and performed beyond their respective contract days under section 15-359(b)(10) and (11) at the discretion of the director of special education and director.
- (d) The management-school pay plan shall be administered consistent with section 15-333.

Sec. 15-358. ~~Administrative support ("AS")~~ Non-union hourly "(H)" pay plan.

The ~~administrative support~~ non-union hourly pay plan shall be administered consistent with section 15-333.

Sec. 15-359. Special pay premiums.

(a) The director shall maintain schedules of the positions authorized to receive special pay premiums under this section. Schedules first established under this section, and any subsequent changes therein, shall be subject to review and approval of the committee.

(b) Special pay premiums for non-represented employees under this section shall be as follows (special pay premiums for bargaining units are detailed in their respective ordinances):

(1) Call-in pay, hourly employee: Two-hour minimum ~~at one and one half times.~~, may be required to work the full two hours.

(2) Charge premium: \$1.40 per hour.

~~(3) Reporting pay, hourly employee: Two-hour minimum.~~

(4) Shift premium, ~~non-professional employee~~ LPN unit supervisor and corrections sergeant, second (2nd) or third (3rd) shift: \$0.75 per hour.

(5) Shift premium, ~~professional employee~~ RN unit supervisor, second (2nd) or third (3rd) shift: \$1.00 per hour.

~~(6) Standby premium, not on a holiday: \$1.50 per hour.~~

~~(7) Standby premium, on a holiday: \$2.00 per hour.~~

(8) Weekend premium, RN unit supervisor: \$5.00 per hour.

(9) Weekend premium, LPN unit supervisor: \$4.00 per hour.

(10) Assistant director of special education: up to \$5,000.00 annually.

(11) School psychologist: up to \$2,500.00 annually.

(12) Special education aide, summer school: \$13.67 per hour.

(c) The weekend premium specified in (b) shall only apply to hours worked in excess of normally scheduled weekend hours.

(d) Any premium listed above is paid on productive hours only.

Sec. 15-360. Educational incentive pay.

(a) *Special education staff.* In addition to base salary, an employee covered by the management-school ("~~MT~~") ("Q") pay plan shall be eligible to receive a salary supplement for continuing education pay, subject to the following:

- (1) Each salaried professional employee of the special education department shall be required to keep their licensing current, which may require completion of continuing education credits. "Credits" means credits earned at an accredited college or university. Credit may also be given for an approved workshop, seminar or conferences on the basis of 30 clock hours being equivalent to one semester credit.
- (2) Continuing education pay shall be provided as a component of compensation, subject to (3) through (5). Part-time employees are eligible for continuing education pay, and it shall not be pro-rated.
- (3) Continuing education pay shall only apply to credits started and completed while in the employment of the special education department in an eligible position. Continuing education pay does not apply to credits required to meet the minimum requirements for the job (i.e., credits for pre-requisite courses are not covered) or to credits earned prior to appointment to a salaried non-represented professional position.
- (4) Continuing education pay for post-bachelor credits shall be equal to \$175.00 per year per credit, subject to a maximum increase of \$1,050.00 per year, or an accumulative maximum of \$6,300.00.
- (5) Continuing education pay for post-master credits shall be equal to \$200.00 per year per credit, subject to a maximum increase of \$1,200.00 per year, or an accumulative maximum of \$7,200.00.

(b) *Sworn law enforcement.* In addition to base salary, a sworn law enforcement employee classified as lieutenant, captain, or undersheriff shall receive a salary supplement for educational incentive pay. Education pay shall be equal to \$0.50 per credit per month for credits earned at an accredited college or university, and subject to a maximum of \$1,000.00 annually.

Sec. 15-361. Professional licenses.

The county may pay for professional licenses, subject to section ~~15-432.~~ 15-400.

Sec. 15-362. Exceptions for law enforcement positions.

(a) An employee classified as undersheriff, captain, or lieutenant, and employed as a deputy sheriff shall be covered by this section.

- (1) The employee shall receive a uniform allowance of \$600.00 per year, payable on a pay period

basis, for the purchase or maintenance of law enforcement uniforms or gear not adaptable as street-wear.

- (2) The county shall reimburse the employee, up to a maximum of \$500.00, for the purchase of a protective vest which meets department specifications once every five years.
- (3) In accordance with section 15-360(b), employees shall be eligible to receive educational incentive pay.

(b) An employee classified as sheriff, undersheriff, captain, or lieutenant, and employed as a deputy sheriff shall be covered by this section.

- (1) In accordance with section 15-545(b)(3), employees shall be eligible to receive a line of duty death benefit.
- (2) In accordance with section 15-556(a), for employees who began Walworth County sheriff's office service prior to December 1, 2005, have served the sheriff's office uninterrupted and are covered under WRS as a protective occupation employee, the county shall pay 50 percent of the health insurance premium until the retired employee is eligible for coverage under Medicare, subject to the employee meeting the following eligibility criteria:
 - a. The employee shall receive a WRS annuity immediately upon termination; and
 - b. The employee shall be age 54 or older, age 53 with a minimum of 25 years of WRS service, age 50 or older with a minimum of 20 years of continuous county service, or any age with 20 years of continuous county service and receiving a duty disability annuity.

Sec. 15-363. Exceptions for corrections division supervisory staff.

(a) New hires shall receive a semi-annual allowance of one hundred twenty-five dollars (\$125.00) payable six months after their start date and again on their one-year anniversary. After their one-year anniversary the employee will continue to receive additional uniform allowance per the schedule defined in (b) below.

(b) Current employees and employees in their second year of employment and beyond shall receive a semi-annual allowance in the amount of sixty-two dollars and fifty cents (\$62.50).

(1) The January through June period will be paid on the last paycheck in June, and the July through December period will be paid on the last paycheck in December.

(2) An employee reaching their one-year anniversary from January through June will receive the June and December payments. An employee reaching their one-year anniversary from July through December will receive only the December payment.

(c) No payment will be made to an employee who terminates during a semi-annual period.

Secs. 15-364--15-369. Reserved.

DIVISION 5.

EMPLOYEE PERFORMANCE EVALUATION

Sec. 15-370. Policy.

It is the policy of the county that each employee's job performance shall be reviewed and evaluated at least annually using forms prescribed by the director. An employee's performance shall be considered when employment decisions are made affecting pay, promotion, transfer, training or continued employment. An employee may append his/her written comments to the performance evaluation report.

Sec. 15-371. ~~Appeal process.~~

~~———— (a) ——— An employee may append his/her written comments to the performance evaluation report.~~

~~———— (b) ——— An employee may submit a written appeal of the performance evaluation report, subject to sections 15-910 to 15-920. The appeal shall be limited to allegations of procedural failings, lack of objective documentation, or that the evaluator was arbitrary or capricious in completing the employee's performance evaluation report.~~

Secs. 15-372--15-379. Reserved.

DIVISION 6.

TIMEKEEPING POLICY*

* **Editors Note:** Ord. No. 293-03/05, pt. I, adopted March 8, 2005, amended the Code by repealing former div. 6, §§ 15-380--15-388, in their entirety. Part. III of said ordinance amended the Code by adding a new div. 6. Former div. 6 pertained to similar subject matter, and derived from Ord. No. 252-02/04, adopted March 9, 2004. Similar provisions can be found in ch. 30, art. IX, § 30-410 et seq.

Sec. 15-380. Policy.

It is the policy of the county to pay employees by check or direct deposit on a regular basis and in a manner consistent with applicable laws or regulations, accounting standards, and collective bargaining agreements.

Sec. 15-381. Recordkeeping.

Timekeeping records shall be maintained in accordance with the requirements of the FLSA and Wisconsin Administrative Code DWD 272.11.

Secs. 15-382--15-399. Reserved.

ARTICLE IV.

CONFERENCES, CONVENTIONS, SEMINARS AND MEMBERSHIPS*

* **Editors Note:** Ord. No. 631-08/10, pt. I, adopted August 10, 2010, amended the Code by repealing former art. IV, §§ 15-400, 15-420, 15-421, and 15-430--15-433, and adding a new art. IV. Former art. IV pertained to reimbursement of employee expenses, and derived from Ord. No. 253-02/04, adopted March 9, 2004; Ord. No. 293-03/05, adopted March 8, 2005; and Ord. No. 505-08/08, adopted August 5, 2008.

DIVISION 1.

IN GENERAL

Sec. 15-400. Policy.

- (a) Subject to available funds within departmental budgets and, in accordance with collective bargaining agreements, county ordinances and administrative procedures, it is the policy of the county that:
- (1) Employees may participate in and be reimbursed for expenses related to conferences, conventions, or seminars, provided such participation:
 - a. Provides a benefit to the county commensurate with the expense of such participation; and,
 - b. Does not conflict with business needs or interests of the county.
 - (2) Employees may hold and be reimbursed by the county for expenses related to professional memberships, where such professional memberships:
 - a. Are required as a condition of licensure to hold a particular county position; or
 - b. Provide a benefit to the county commensurate with the expense of such memberships.
 - c. Do not conflict with business needs or interests of the county.
 - (3) Recognizing the important public purpose of informing community leaders about current issues facing county government and exposing managers to feedback from those leaders concerning county programs, the county may reimburse those costs as provided herein, incurred by elected officials, department heads and those management positions set forth in subsections 15-6(a)(6) and (7) of the Code.
 - (b) In evaluating whether those activities or organizations set forth in (a) (1) and (2) provide a benefit to the county, it is the policy of the county that the following purposes, be considered and weighted, in order of priority, as follows:
 - (1) Obtaining/maintaining a required certification;

- (2) Obtaining/maintaining a desired certification that will improve an employee's job performance;
- (3) Meetings or training in connection with major information technology investments or other large purchases;
- (4) Visiting vendors or other municipalities prior to making a major purchase;
- (5) Learning about a specific change in the law or a new mandate;
- (6) Improving job-related skills;
- (7) Learning about a new program;
- (8) Listening to information regarding a number of new programs;
- (9) Influencing State legislation;
- (10) Influencing Federal legislation;
- (11) Networking.

(c) In evaluating whether those activities or organizations set forth in (a) (1) and (2) provide a benefit to the county, it is the policy of the county that, under normal circumstances, factors (b) (10) and (11) do not, alone, provide justification for county reimbursement.

(d) In evaluating whether those activities set forth in (a) (1) provide a benefit to the county, the approving authority shall consider:

- (1) Whether the participating employee has announced an intention to resign or retire from county employment.
- (2) Whether a more cost-effective alternative exists to accomplish the purpose to be achieved at the conference, convention or seminar.
- (3) The total cost of participating in the activity, including the wages and benefits paid to the employee.

(e) The county may change its sponsorship or non-sponsorship of memberships whenever it deems appropriate. Nothing herein shall create a vested right to county-paid civic or professional membership.

(f) Employees may present their professional views or contribute articles to professional and civic organizations. However, an employee shall not represent his or her views as those of the county nor use his or her title with the county without prior written approval of the department head or, in the case of department heads, the county administrator

(g) When the county authorizes business travel expenses for an employee to attend a professional membership event, time in attendance shall be considered work time and the employee shall be subject to all employee work rules.

(h) Annually, the human resources committee shall review the activities of at least one large and one small department to determine compliance with this article.

Sec. 15-401. Definitions.

For purposes of this article, the following terms shall have the meanings set forth herein:

Civic membership means being a member of a civic organization or volunteer emergency responder group.

Civic organization means an established group that supports or promotes community programs through volunteer service. Examples of civic organizations include, but are not limited to, Rotary and Kiwanis. Civic organizations for the purpose of this section are:

- (1) Non-denominational.
- (2) Do not discriminate on account of any factor set for in Wis. Stats. § 111.321.
- (3) Located in the county.
- (4) Do not advance a political party.

Professional membership means being a member of a group that supports a specific profession and may provide continuing education programs. Examples include, but are not limited to: attorneys, social workers, professional nurses, or professional engineers.

Volunteer emergency responder group means volunteer fire departments and emergency medical service groups.

Secs. 15-402--15-419. Reserved.

DIVISION 2.

CONFERENCES, CONVENTIONS, AND SEMINARS

Sec. 15-420. Standards.

(a) The department head shall approve or deny an employee's request to participate in a conference, convention or seminar. The department head may require an employee's participation as a condition of employment.

(b) Payment or reimbursement for business related expenses shall be provided in accordance with

chapter 30.

(c) As a condition of reimbursement, a participating employee shall fully participate in the conference, convention or seminar.

(d) An employee engaged in business-related travel shall be subject to all work rules that would apply in the normal workplace.

Secs. 15-421--15-429. Reserved.

DIVISION 3.

PROFESSIONAL MEMBERSHIPS

Sec. 15-430. Standards.

(a) The department head shall approve or deny an employee's request to hold, at county expense, a professional membership. The department head may require an employee to hold a professional membership as a condition of employment.

(b) Payment or reimbursement for business related expenses shall be in accordance with chapter 30.

(c) As a condition of reimbursement, a participating employee's membership shall be in good standing.

DIVISION 4.

CIVIC MEMBERSHIPS

Sec. 15-431. Procedural standards.

(a) An employee's absence from work to participate in a civic organization during working hours shall be subject to prior approval by the department head or in the case of a department head, by the county administrator. Time spent participating in civic organizations shall not be considered work time, except when the employee is a speaker representing the county. Except as provided in (d), the county shall not reimburse any costs for the employee's participation in a civic organization. Reimbursement of those expenses authorized by (e) shall not exceed \$500.00 per year, per eligible employee, or less, depending upon the amount of money appropriated by the county board for that purpose.

(b) An employee who is a member of a volunteer fire department, volunteer rescue squad or volunteer emergency responder group shall not sign-up to be on-call during the employee's ~~normal~~ assigned work schedule. On an exception basis and for extraordinary emergency situations, the department head may authorize the employee to leave work for emergency response duties. In that case, time spent in service to the emergency responder group shall not be considered work time.

(c) Only the following expenses, in connection with membership in a civic organization may be

reimbursed by the county:

- (1) Basic membership dues for a civic organization located in the county.
- (2) The ordinary cost of up to one meal per week if consumed at an ordinary meeting of the civic organization.
- (3) Mileage to and from the normal meeting of the civic organization, limited to one round trip per week.

(d) To be reimbursed for expenses, an eligible employee must be in good standing in the civic organization. Reimbursement shall not extend to those expenses occurring outside of the county or incurred in conjunction with service as a state or national officer of the civic organization."

Secs. 15-432--15-499. Reserved.

ARTICLE V.

EMPLOYEE BENEFITS

DIVISION 1.

IN GENERAL

Sec. 15-500. Policy.

It is the policy of the county to provide employee benefits that allow the county to remain competitive in the relevant labor market. Upon appropriate notice and in a lawful manner, the county may from time to time modify, amend, or terminate its employee benefit plans as they apply to all current, former, and retired employees.

Sec. 15-501. Eligibility.

The county shall set the eligibility requirements for benefits on a nondiscriminatory basis and consistent with federal and state regulations. Each benefit plan shall define eligibility requirements.

Sec. 15-502. Plan documents.

Each benefit provided by the county shall be described in a plan document kept on file by the ~~director~~ deputy county administrator - finance. These documents shall be available for examination by any plan participant or beneficiary. In addition, the department shall provide summary plan descriptions or promotional information about benefit plans to employees or plan beneficiaries. If there is any conflict or inconsistency between the plan document and chapter 15 or any other written information concerning a benefit plan, the terms of the plan document shall control.

Sec. 15-503. Plan administrator.

The ~~director~~ deputy county administrator - finance shall be the plan administrator for employee benefit plans. The plan administrator shall be responsible for complying with federal and state regulations and shall have the discretionary authority to determine eligibility for benefits and to interpret the plan's terms. The ~~director's~~ deputy county administrator – finance's decision may be appealed, subject to the appeal process under each benefit plan.

Sec. 15-504. Beneficiary designations.

Certain benefit plans require the employee to designate a beneficiary for the employee's death benefits. The designation must be made in writing and in a form provided by the department. The employee shall be responsible for keeping the beneficiary designation current.

Secs. 15-505--15-509. Reserved.

DIVISION 2.

ACCRUED TIME-OFF BENEFITS

Sec. 15-510. Policy.

It is the policy of the county to provide paid vacations, sick leave and holidays to eligible employees as further described in this division. Employees may transfer vacation or holiday hours to another employee under the donor program, subject to sections 15-524 to 15-~~526~~ 527.

Sec. 15-511. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly gives a different meaning.

Accrued benefits means hours accrued for vacation, sick leave, or holiday.

Service hours means all worked or non-worked paid hours in a pay period that, in total, are equivalent to an employee's ~~regular~~ assigned work schedule. Service hours excludes all overtime hours, unpaid hours, or banked hours.

Sec. 15-512. Eligibility and exclusions.

(a) Except as provided in subsection 15-513(d), regular ~~full-time and regular part-time~~ employees shall be eligible for paid vacation, sick leave, and holiday benefits, subject to plan provisions under this division or the terms of a collective bargaining agreement.

(b) The eligibility date for benefits under this division shall be the employee's regular status date. An employee shall not receive credit for hours worked as a casual, limited term, or student intern prior to commencing employment as a regular employee.

(c) A casual, limited term or student employee shall not be eligible for accrued time-off benefits, except as provided in subsection 15-519(e) (d)(5).

Sec. 15-513. Vacation schedules.

(a) The collective bargaining agreement shall determine the amount of vacation a ~~represented employee member of the deputy sheriffs' association~~ shall receive.

(b) ~~Non-represented~~ Hourly employees shall be covered by the following vacation schedule:

**VACATION SCHEDULE FOR HOURLY EMPLOYEES
AND FLSA EXEMPT EMPLOYEES SUBJECT TO OVERTIME
HIRED PRIOR TO JANUARY 1, 2012**

Anniversary Starting With	Accrual Per 80 Service hours*	Estimated Maximum Earned Yearly	Maximum Accrual Limit
Year 0	3.080 hours	80.080 hours	80 hours
Year 1	3.080 hours	80.080 hours	160 hours
Year 4	4.624 hours	120.224 hours	200 hours
Year 9	6.160 hours	160.160 hours	240 hours
Year 22 <u>19</u>	7.704 hours	200.304 hours	280 hours

**VACATION SCHEDULE FOR HOURLY EMPLOYEES
HIRED ON OR AFTER JANUARY 1, 2012**

<u>Anniversary Starting With</u>	<u>Accrual Per 80 Service hours*</u>	<u>Estimated Maximum Earned Yearly</u>	<u>Maximum Accrual Limit</u>
<u>Year 0</u>	<u>3.080 hours</u>	<u>80.080 hours</u>	<u>80 hours</u>
<u>Year 4</u>	<u>4.624 hours</u>	<u>120.224 hours</u>	<u>200 hours</u>
<u>Year 14</u>	<u>6.160 hours</u>	<u>160.160 hours</u>	<u>240 hours</u>

*Accrual rates per bi-weekly service hours for correction and communications hourly staff will vary based upon the 72/80/88 hours worked in their rotating pay periods.

(c) Except as provide in subsection (d), salaried-exempt non-represented employees subject to overtime code 1 shall be covered by the following vacation schedule:

VACATION SCHEDULE FOR SALARIED-EXEMPT EMPLOYEES

Anniversary Starting With:	Accrual Per 80 Service hours	Estimated Maximum Earned Yearly	Maximum Accrual Limit
Year 0	4.624 hours	120.224 hours	120 hours
Year 1	4.624 hours	120.224 hours	200 hours
Year 4	6.160 hours	160.160 hours	240 hours
Year 14	7.704 hours	200.304 hours	280 hours

(d) Management-school employees subject to section 15-357, shall not receive paid vacation.

Sec. 15-514. Sick leave schedules.

~~(a) The collective bargaining agreement shall determine the amount of sick leave a represented employee shall receive.~~

For employees hired prior to January 1, 2012:

~~(b)(a) For all employees, except as provided in subsections (b) & (c), non-represented employees shall accrue sick leave at the rate of 3.704 sick hours per 80 service hours. Accrual rates per bi-weekly service hours for correction and communications hourly staff will vary based upon the 72/80/88 hours worked in their rotating pay periods. The estimated maximum accrual each year is 96.304 hours. There shall be no limit on the total amount of sick leave accrued.~~

~~(e)(b) Full-time management-school employees subject to section 15-357 shall receive 88 hours of sick leave each school year. Sick leave shall be pro-rated for part-time or for any other reduction in contract days. There shall be no limit on the total amount of sick leave accrued.~~

~~(c) The deputy sheriff association collective bargaining agreement shall determine the amount of sick leave their members shall receive.~~

For employees hired on or after January 1, 2012:

~~(a) For all employees, except as provided in subsections (b) & (c), employees shall accrue sick leave at the rate of 1.5385 sick hours per 80 service hours. Accrual rates per bi-weekly service hours for correction and communications hourly staff will vary based upon the 72/80/88 hours worked in their rotating pay periods. The estimated maximum accrual each year is 40 hours. The maximum accrual limit for a sick bank is 80 hours. When the maximum accrual limit is reached, additional benefits shall not accrue until the accrued balance falls below the maximum accrual limit.~~

~~(b) Full-time management-school employees subject to section 15-357 shall receive 40 hours of sick leave each school year. Sick leave shall be pro-rated for part-time or for any other reduction in contract days. The maximum limit for a sick bank is 80 hours.~~

~~(c) The deputy sheriff association collective bargaining agreement shall determine the amount of sick leave their members shall receive.~~

Sec. 15-515. Holiday schedules.

~~(a) The collective bargaining agreement shall determine the number of holidays a represented employee deputy sheriff association members shall receive.~~

~~(b) Except as provided in (c), the following ten days shall be observed as paid holidays: New Year's day, Friday immediately before Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday immediately after Thanksgiving Day, Christmas Eve Day, Christmas Day, and New Year's Eve.~~

~~(c) Full-time management-school employees subject to section 15-357 shall receive nine paid holidays (Independence Day excluded).~~

Sec. 15-516. Accrued benefits in general.

(a) Eligible employees shall accrue vacation and sick leave hours based on service hours paid each pay period, up to the maximum accrual limit. An employee shall not accrue more than the yearly accrual limit in the employee's anniversary year. When the maximum accrual limit is reached, additional benefits shall not accrue until the accrued balance falls below the maximum accrual limit.

(b) Accrued benefits shall be prorated for part-time service or when service hours are less than 80 hours for a biweekly period. When the anniversary date for a vacation improvement falls during a pay period, the higher biweekly accrual rate shall apply to the full pay period.

(c) For an employee hired prior to January 1, 2012, an hourly employee may not use accrued vacation or sick leave until the completion of 6 months one year and accrued sick leave until the completion of six months of actual work from the benefit eligibility date. A salaried-exempt employee may use vacation or sick leave without a waiting period. Holiday hours shall not be subject to any waiting period.

(d) For an employee hired on or after January 1, 2012, an hourly employee may not use accrued vacation until completion of one year of actual work from the benefit eligibility date, but may use sick leave without a waiting period. A salaried-exempt employee may use vacation or sick leave without a waiting period. Holidays hours shall not be subject to any waiting period.

~~(d)~~ (e) When an employee terminates employment, accrued benefits may not be used after the last day actually worked. Severance payment for any accrued benefits shall be subject to section 15-338.

Sec. 15-517. Scheduling of accrued benefits.

(a) *Advance request.* An employee's request to schedule the use of accrued benefits shall be submitted in advance to the employee's supervisor for approval or denial. The employee shall follow the time-off scheduling rules of the department.

(b) *Unscheduled absences.* Unscheduled absences shall be reported to the supervisor prior to the employee's scheduled start of work. When the supervisor approves an unscheduled absence, accrued benefits shall be applied, consistent with the reason for absence, to the absence.

(c) *Scheduling rules.* Time-off scheduling rules shall take into consideration employee choice, length of service, and departmental staffing needs, and any other criteria set by policy in each department. Approval of accrued benefits requested at least 30 days in advance shall not be unreasonably withheld.

(d) *Negative balance.* An employee's request for use of accrued benefits shall not be allowed if use would result in a negative balance.

(e) *Substitution.* When an employee is on a scheduled vacation, sick leave shall not be substituted during the vacation period. Any holiday that falls during a vacation period shall be charged to the holiday benefit and vacation shall not apply to the holiday. An employee on approved sick leave may request, in lieu of using sick leave, the use of vacation, holiday or compensatory time for all or part of the sick leave.

(f) *Amended request.* Prior to the start of an approved absence, an employee may request to amend a scheduled absence request, subject to approval of his or her supervisor.

Sec. 15-518. Sick leave provisions.

(a) *Acceptable use.* Sick leave may be used for the following reasons:

- (1) A health condition that makes the employee unable to perform the functions of his or her job; or
- (2) Time required for the employee to attend his or her appointment with a health care provider, when it is not possible to schedule such appointment outside his or her work schedule; or
- (3) Time approved under state-FMLA for the employee to care for a spouse, child or parent pursuant to (d)(1).

(b) *Substantiation.* ~~The department head or director may require substantiation of the reason for use of sick leave. If sick more than three workdays, the employee shall provide medical certification of the need for use of sick leave.~~ If sick more than three (3) consecutive workdays, the employee shall furnish his/her supervisor with a certificate of illness signed by a licensed physician, if requested. Any employees evidencing a pattern of abuse of sick leave may be asked for a certificate of illness signed by a licensed physician without regard to the number of workdays absent. The certificate of illness form shall be furnished by the county. Authorization for sick leave over three days shall be subject to sections 15-720 to 15-730.

(c) *Scheduling of sick leave.* Except in the case of an unavoidable unscheduled absence, an employee is required to schedule the use of sick leave to have the least impact on departmental operations and as far in advance as practical. Any sick absence for elective health care services shall be requested a minimum of 30 days in advance and, if minimum notice is not provided, authorization for the absence may be denied. When an employee is able to perform the functions of his or her job, the employee shall only be excused for the number of hours necessary to attend an appointment with a health care provider.

(d) *Use for family member.* The use of sick leave to care for a family member shall be limited to the following:

- (1) An employee on state-FMLA may use up to 80 hours of accrued sick leave (pro-rated for part-time). An employee on federal-FMLA shall not be permitted to use sick leave for a family member.
- (2) An non-represented employee, with the exception of deputy sheriff association members, may use up to ~~32~~ 40 hours of sick leave per calendar year to care for his or her spouse, dependent child under 18 years of age, or parent, when care and attendance by the employee is medically required. This paragraph is intended to cover medical situations which do not meet the "serious medical condition" standard under state or federal FMLA laws, but which require the absence of the employee. Sick leave under this paragraph is subject to approval of the department head. Substantiation may be required, subject to subsection (b) of section 15-518.

Sec. 15-519. Holiday pay provisions.

- (a) *Holiday pay for employees scheduled to work Monday through Friday.*
 - (1) For all employees ~~normally~~ scheduled to work Monday through Friday, the holiday shall be observed on the actual calendar day of the holiday, except that a holiday falling on a Saturday shall be observed on the preceding Friday, and a holiday falling on a Sunday shall be observed on the following Monday.
 - (2) An employee subject to this section shall not be required to work on the observed holiday. A full-time employee shall receive eight hours of holiday pay, and a part-time employee shall receive pro-rated holiday pay.
 - (3) ~~An employee subject to this section who voluntarily works~~ Only employees required to work on the holiday due to staffing and/or workload issues at the request of the department head shall be paid holiday pay as provided under subsection (2) and shall bank holiday hours equal to the number of hours worked, not to exceed eight hours.
 - (4) This subsection shall not apply to sworn law enforcement employees.
- (b) *Holiday pay for employees scheduled to work weekends.*
 - (1) For employees ~~normally~~ scheduled to provide mandatory shift and weekend coverage, the holiday shall be observed on the calendar day of the holiday. An employee subject to this subsection shall, when ~~normally~~ scheduled to work on the day observed as a holiday, report for work, or absence shall be subject to the ~~normal~~ time-off scheduling practices of the employee's department.
 - (2) The employee shall be paid time and one-half pay for work on the holiday and shall bank holiday hours or take the additional pay equal to the holiday pay benefit (eight hours for full-time or pro-rata for part-time). The decision to bank the hours or take the additional pay must be made prior to the end of the pay period.
 - (3) When the actual holiday falls on the employee's ~~normal~~ day-off, the employee shall bank holiday hours equal to the holiday pay benefit (eight hours for full-time or pro-rata for part-time).
 - (4) This subsection shall not apply to sworn law enforcement employees.
- (c) *Holiday pay for sworn law enforcement.*
 - (1) This subsection shall apply to sworn law enforcement employees classified as lieutenant, captain or undersheriff. Employees shall receive additional pay in lieu of paid holiday time-off.
 - (2) The holiday shall be observed on the calendar day of the holiday, ~~and an employee shall receive, in addition to base salary, eight hours of holiday pay in lieu of a paid day off. Holiday hours shall not be banked.~~ If the holiday falls on the employee's scheduled day to work, the employee shall

receive an additional one-half time pay for actual hours worked for up to eight hours worked, in addition to their base pay and eight hours of holiday pay (holiday hours shall not be banked). Actual hours worked do not include non-productive time such as flex time, sick time or vacation hours. If the employee is not present and working on the observed holiday, the employee shall receive eight hours of holiday off.

(d) *Holiday bank.* The holiday bank shall be limited to 40 hours.

(1) The holiday bank shall be used as scheduled time-off only, with the approval of their supervisor, based upon staffing levels. The approval of schedule time-off shall not create an overtime situation for any department.

(2) The holiday bank shall only be paid out upon layoff or termination.

(3) Non-represented eEmployees who have over 40 hours in their holiday bank as of June 14, 2011 will be allowed to bring the bank down to the 40-hour cap no later than January 1, 2012 by taking the hours as scheduled time-off. Any remaining time over the 40-hour cap will be paid out on the employees' last check in the month of January, 2012.

(4) Employees of AFSCME units 1925, 1925A and 1925B who have over 40 hours in their holiday bank as of January 1, 2012 will be allowed to bring the bank down to the 40-hour cap no later than June 30, 2012 by taking the hours as scheduled time-off. Any remaining time over the 40-hour cap will be paid out on an employees' check in the month of July, 2012.

~~(4)~~ (5) Any holidays worked while at or over the cap will be paid out as additional hours and will not be banked.

(e) *Eligibility for holiday pay.*

(1) An employee shall be scheduled and work immediately before and after the holiday to qualify for holiday pay. An approved paid absence shall count as being present and working. Unpaid discipline days do not count as being present and working.

(2) In the case of layoff or termination, any holiday that falls after the last day an employee is scheduled to work shall not be paid.

(3) An employee receiving temporary disability pay under workers' compensation shall be paid holiday pay and shall not have the option to bank holiday hours.

(4) A casual, limited term or student employee shall be paid time and one-half for hours worked on a holiday.

Secs. 15-520--15-523. Reserved.

Sec. 15-524. Donor program.

It is the policy of the county to provide a donor program that permits eligible employees to donate accrued vacation or holiday hours to another employee.

Sec. 15-525. Donor program eligibility.

(a) ~~Non-represented regular employees or e~~Employees represented by a participating collective bargaining unit who have completed one year of active service and employees represented by the health and human service professionals who have completed six months of active service in a regular position may participate in the donor program. "Participate" means to either donate or receive vacation or holiday hours. Donated hours shall be in increments of eight hours.

- (b) An employee shall be eligible to receive donated hours when all of the following criteria are met:
 - (1) The employee is on an approved FMLA due to a serious health condition of himself or herself, or the employee's spouse, child or parent;
 - (2) The employee has exhausted all of his or her available accrued benefits;
 - (3) The employee's absence exceeds 60 calendar days;
 - (4) The employee is not receiving short-term disability benefits offered through the county.

Sec. 15-526. Limitations on donated hours.

- (a) An employee's decision to donate hours may not be revoked.
- (b) The employee's extended pay status under the donor program shall end on the earlier of:
 - (1) The date the employee is eligible to apply for and receive long-term disability benefits.
 - (2) The date of the employee's retirement or disability annuity, or upon death.
 - (3) Ninety calendar days from the date the employee's leave began.
- (c) Donated hours shall be applied at the recipient's prevailing FTE rate continuous from the date that the employee's personal accrued benefits were exhausted. Donated hours shall be paid at the recipient's rate of pay.
- (d) The recipient shall not accrue new personal time-off benefits when receiving donated hours. Donated hours shall be counted as paid time for the purpose of determining the termination of county-paid insurance benefits.

Sec. 15-527. Procedure for requesting donation of hours.

- (a) Any employee may request that other employees donate vacation or holiday hours to that

employee.

(b) The request shall be in writing and shall be communicated to the benefits division of finance.

(c) Any employee making the request shall provide information from a health care provider sufficient to determine that the employee has a serious health condition.

(d) An employee requesting donation of vacation or holiday hours shall consent to the disclosure of the employee's name and eligibility for the program to other employees by the benefits division of finance. Such disclosure shall consist of the employee's name and a determination by the benefits division of finance that the person is eligible for the donor program.

(e) Any eligible employee may donate hours to the requesting employee. The benefits division of finance shall notify the payroll division of finance of the donation and may require the employee or the employee's supervisor to make any appropriate time sheet entries to reflect the donation.

Secs. 15-527--15-529. Reserved.

DIVISION 3.

GROUP HEALTH AND DENTAL INSURANCE BENEFITS; FLEXIBLE BENEFITS PLAN

Sec. 15-530. Policy.

It is the policy of the county to provide health and dental insurance benefits to regular employees and elected officers in accordance with this division. The county elects to be covered by, and shall provide these benefits in accordance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Newborns' and Mothers' Health Protection Act of 1996 ("NMHPA"), and the Mental Health Parity Act of 1996 ("MHPA").

Sec. 15-531. Eligibility and exclusions.

(a) Regular employees who are regularly scheduled to work a minimum of 0.5 FTE, elected officers, and county board supervisors, shall be eligible to enroll in the health or dental plan. Except as provided in (b), an individual may only receive insurance coverage under one insurance plan sponsored by the county.

(b) An individual who had duplicate coverage under two or more insurance plans as of May 31, 1992 may continue to be covered under more than one plan sponsored by the county. The individual may coordinate benefits between the plans, but any specified benefit maximums shall not be increased.

(c) Upon retirement from the county, an employee may be able to continue in the insurance plan, subject to section 15-556.

Sec. 15-532. Insurance plans.

(a) *Health insurance.* The group health insurance plan shall be subject to the provisions of the plan

document and shall apply to all enrolled individuals.

(b) *Dental insurance.* The group dental insurance plan shall be subject to the provisions of the plan document and shall apply to all enrolled individuals, excluding teaching and professional staff of the special education department.

(c) *Dental insurance for teaching staff.* A separate dental insurance plan shall be provided to teaching and professional staff of the special education department, excluding hourly employees. The county retains the right to change the plan and/or provider to be more cost-effective at any time..

(d) A retiree may only enroll in the plan(s) that would be available to the employee as an active employee in his or her last position with the county.

Sec. 15-533. Premium contributions.

(a) The collective bargaining agreement shall determine the amount of premium a ~~represented-employee- deputy sheriffs association employee~~ is required to pay.

(b) For all other eligible employees, ~~t~~The monthly premium will be split between the county and the employee. The employee contribution can be reduced in two ways:

Health risk assessment (HRA). The employee (and spouse, if a member of the county health plan) must complete a health risk assessment (to be offered by the county annually).

Education completion. The employee (and spouse, if a member of the county health plan) must complete the education/counseling component* as outlined in the HRA.

Year	Guaranteed County Contribution	Employee Contribution if no Reduction	Reduction for Completed HRA	Reduction for Completed Education/Counseling	Potential Employee Contribution after Reductions
2008	90%	10%	-2%	-3%	5%
2009	88%	12%	-2%	-3%	7%

New hires. New employees hired after the annual health risk assessments have been offered will automatically receive the reduced premium.

*In the event the HRA comes back with no recommendations for education/counseling, the employee will automatically receive the full five percent reduction.

(c) The county shall pay a percentage of the health premium for an eligible ~~non-represented~~ part-time employee prorated based on their positions' budgeted FTE level at 50--90 percent of the benefit to a full-time employee. ~~In addition to the base percent, the county contribution for health coverage for eligible non-represented part-time employees may be increased up to 90 percent by working additional hours above the base-FTE contribution level in a bi-weekly pay period.~~

(d) The county shall pay 100 percent (single or family) of the premium for a full-time and 50 percent (single or family) of the premium for a part-time ~~non-represented or Lakeland Education Association~~ employee

enrolled in ~~the~~ a dental plan.

(e) A retiree or county board supervisor shall pay the full premium, except as otherwise provided by chapter 15 or a collective bargaining agreement.

(f) An employee's premium contribution shall be paid by payroll deduction.

Sec. 15-534. Flexible benefits plan.

(a) The county shall provide a flexible benefits plan, subject to IRS provisions and the plan document. The plan shall provide pre-tax options for health care reimbursement, premium conversion for payment of health or dental premiums, and dependent care assistance.

(b) An employee or elected officer enrolled in the county health or dental plan shall be eligible to participate in the health care reimbursement account upon completion of six months of employment.

(c) An employee may enroll in the premium conversion plan or dependent care assistance plan within 30 calendar days of meeting eligibility criteria specified under the plan document.

Sec. 15-535. Enrollment periods and effective dates.

(a) *Initial enrollment.* An individual eligible to enroll in an insurance plan under this division shall complete and file an enrollment form with the department within ~~30~~ 31 calendar days of the first day worked in a qualifying position. Coverage shall become effective on the first day of the month following 30 calendar days from the date of eligibility to participate. An enrollment not received timely shall be subject to subsection (b).

(b) *Late enrollment.* A late enrollment shall be subject to any exclusion period for pre-existing conditions specified in the plan document. The late enrollee shall be responsible for providing the department with certificate(s) of creditable coverage under prior health plan(s). Coverage shall become effective on the first day of the month following 30 calendar days from the date the enrollment form was received in the department and shall be subject to any exclusion period.

(c) *Special enrollment period.* An employee shall submit an enrollment or change form to the department ~~within 30 days~~ as specified in the plan document of a HIPAA-qualifying event (loss of other coverage, birth, placement for adoption, or marriage). The employee may be required to provide substantiation of the reason for special enrollment. Coverage shall become effective on the date of the qualifying event provided the enrollment is timely. An enrollment not received timely shall be subject to subsection (b).

~~(d) *Annual choice period.* An individual enrolled in the health plan and eligible to choose among the health plan options shall have the opportunity once each year to transfer their current coverage and enrolled dependents to another plan option. A new exclusion period for pre-existing conditions shall not apply. The effective date of the change shall be the following January 1.~~

Sec. 15-536. Changes in employment status.

An employee shall be eligible to enroll in insurance benefits or to change coverage when his or her

employment status increases to a regular part-time position regularly scheduled to work a minimum of 0.5 FTE, or increases to a regular full-time position. An enrollment form must be received in the department within ~~30~~ 31 days of the date of the qualifying employment status change and shall be considered an initial enrollment, subject to section 15-535. This section shall not apply to a temporary assignment.

Sec. 15-537. Termination of coverage.

- (a) Coverage under the insurance shall terminate on the earlier of the following:
 - (1) the end of the month following the month containing the last date for which wages were paid, ~~except as otherwise provided by a collective bargaining agreement;~~
 - (2) The date the employee submits a written request to cancel coverage;
 - (3) The last day of the month for which the employee last paid any employee-required premium; or
 - (4) The end of the month following the month in which the employee transferred to a position not eligible for participation in the health care plan.

(b) Upon termination of coverage, the employee shall be offered COBRA continuation rights to the extent required by law.

Sec. 15-538. Benefits during leave.

(a) *FMLA*. The same health plan benefits provided to an employee prior to taking FMLA leave shall be maintained during the FMLA leave. Any changes that occur in the health care plan during the FMLA leave shall apply to the same extent as if the employee were not on leave. The maintenance of any other insurance benefits during FMLA shall be subject to county policy.

(b) *Workers' compensation leave*. The same group insurance plan benefits provided to an employee prior to receiving temporary disability payments for a workers compensation illness or injury shall be maintained during the temporary disability payment period. Any changes that occur in the plan(s) during the leave shall apply to the same extent as if the employee were not on leave.

(c) *County leave*. Except as provided in (d), the same group insurance plan benefits provided to an employee prior to taking a leave shall be maintained during a paid leave plus one month following the date an unpaid leave begins. Any changes that occur in the plan(s) during the leave shall apply to the same extent as if the employee were not on leave.

(d) *Teachers*. The same group insurance plan benefits provided to an employee prior to taking a leave shall be maintained during a paid leave. Any changes that occur in the plan(s) during the leave shall apply to the same extent as if the employee were not on leave.

(e) *Continuation coverage*. The employee may elect to continue coverage when county payment of premium ends by paying the full premium to the department, subject to plan document provisions and COBRA continuation rights.

Sec. 15-539. Special health and dental provisions for non-represented hourly employees of the children with disabilities education board who do not work year-round.

For employees who work in a non-represented hourly position with the children with disability education board that do not work year-round (12 consecutive months), coverage for health and dental insurance will continue on the same basis as an active employee through the summer provided the employee has paid their employee portion (if an employee portion is required) of the plan cost for this period. If an employee should not return for the next semester/term, coverage will terminate in the month that follows their last day of work."

Sec. 15-540. Labor-management health insurance committee.

The county will meet with representatives of the local unions and management on a quarterly basis to discuss health insurance.

Secs. 15-540 15-541--15-542. Reserved.

DIVISION 4.

OTHER GROUP INSURANCE BENEFITS

Sec. 15-543. Policy.

It is the policy of the county to offer life insurance and long-term disability insurance benefits to all regular employees and elected officers in accordance with the provisions of this division, and short-term disability insurance benefits to employees hired on or after January 1, 2012.

Sec. 15-544. Eligibility and exclusions.

Elected officers and regular employees regularly scheduled to work a minimum of 0.5 FTE shall be eligible to enroll in the benefits under this section, subject to any limitations by benefit or bargaining group. Casual, limited-term, and student intern employees are not eligible to participate in these benefits.

Sec. 15-545. ~~Benefits provided.~~ Life Insurance.

(a) Life insurance ~~and long-term disability~~ benefits for ~~represented~~ deputy sheriff association employees shall be subject to the terms of the collective bargaining agreement ~~for all AFSCME units, the Deputy Sheriff Association and the Health & Human Service Professionals.~~

(b) The county shall provide the following life benefits for all other enrolled ~~non-represented and Lakeland Education Association~~ employees and elected officers:

- (1) All hourly employees shall receive \$25,000.00 term life insurance. FLSA-exempt salaried employees and elected officers shall receive \$50,000.00 term life insurance. The county shall pay the full premium under this paragraph.

- (2) Non-represented employees shall have the option, at their own expense, to purchase additional insurance for self, spouse or dependents, subject to the provisions of the plan document.
- (3) Eligible survivors of an employee classified as sheriff, undersheriff, captain, or lieutenant whose death is a direct and proximate result of a traumatic injury sustained in the line of duty shall receive a life insurance benefit from the county in the amount of \$100,000.00.

In order to be eligible for this line of duty death benefit, the officer's beneficiary(s) must apply for and be determined to be eligible for the line of duty death benefit provided by the Bureau of Justice Assistance, Public Safety Officers' Benefits Program: Death Benefits for line of duty deaths. Upon receipt of verification from the BJA - PSOB Death Benefit Program that the officer's beneficiary(s) has been determined to be eligible for that line of duty death benefit, the officer's beneficiary(s) shall receive the life insurance benefit provided for in this section.

Sec. 15-546. Long-term disability.

(a) Long-term disability benefits for deputy sheriff association employees shall be subject to the terms of the collective bargaining agreement.

(b) The county shall provide the following long-term disability benefits for all other enrolled employees and elected officials:

- (1) A plan where employees are eligible to collect long-term disability benefits after a 90-day waiting period and where coverage will be equivalent to 70% of the employee's base wages.
- (2) The maximum covered salaries are:

<u>Bargaining unit/position</u>	<u>Maximum covered salary*</u>
<u>county administrator</u>	<u>\$170,000</u>
<u>non-represented</u>	<u>\$145,000</u>
<u>AFSCME</u>	<u>\$50,000</u>
<u>HHS professionals</u>	<u>\$65,000</u>
<u>lakeland education association</u>	<u>\$108,000</u>

*Maximum covered salaries will be reviewed annually

(3) The county and employee shall pay the following portions of the premiums:

<u>Bargaining unit/position</u>	<u>County</u>	<u>Employee</u>
<u>county administrator</u>	<u>up to 0.67 percent of base wages</u>	<u>Balance of premium</u>
<u>non-represented</u>	<u>up to 0.67 percent of base wages</u>	<u>Balance of premium</u>
<u>AFSCME</u>	<u>up to 0.25 percent of base wages</u>	<u>Balance of premium</u>
<u>HHS professionals</u>	<u>up to 0.25 percent of base wages</u>	<u>Balance of premium</u>
<u>lakeland education association</u>	<u>100%</u>	<u>0%</u>

Sec. 15-547. Short-term disability.

The county shall provide employees hired on or after January 1, 2012, with the exception of deputy sheriff association employees, the opportunity to purchase short-term disability benefits. The employee shall pay the full premium. Provisions of the short-term disability plan will be pursuant to plan documents.

Sec. 15-546 ~~548~~. Administrative provisions.

(a) *Payroll deduction.* An employee shall be required to pay any employee portion of the premium by payroll deduction.

(b) *Initial enrollment.* An eligible employee shall complete and file an enrollment form with the department within 30 calendar days of the first day worked in a qualifying position. An untimely enrollment form shall be subject to late enrollment conditions.

(c) *Late enrollment.* The plan document shall control as to whether a late enrollment form will be accepted by the insurer.

(d) *Effective date of coverage.* Insurance shall become effective on the first day of the month following 30 calendar days from the first day worked in a qualifying position, subject to plan document provisions.

(e) *Leave of absence.* Eligibility of an employee to continue coverage while on a paid or unpaid leave shall be subject to the provisions of the plan document. If continuation during an unpaid leave is permitted, the employee shall be responsible for paying the full premium to the department. An employee who chooses not to retain coverage during a leave shall be eligible to reenroll upon return to a qualifying position.

(f) *Termination of coverage.* Insurance coverage shall terminate in a manner consistent with section 15-537, or as otherwise required by the plan document.

Sec. 15-547 ~~549~~. Special other group insurance benefit provisions for non-represented hourly employees of the children with disabilities education board who do not work year-round.

For employees who work in a non-represented hourly position with the children with disability education board that do not work year-round (12 consecutive months), coverage for life insurance, ~~and~~ long-term disability, and short-term disability will continue on the same basis as an active employee through the summer provided the employee has paid their employee portion (if an employee portion is required) of the plan cost for this period. If an employee should not return for the next semester/term, coverage will terminate in the month that follows their last day of work.

~~Secs. 15-548--15-549. Reserved.~~

DIVISION 5.

RETIREMENT BENEFITS

Sec. 15-550. Policy.

It is the policy of the county to provide retirement benefits and services for employees and elected officers, subject to the provisions of this division.

Sec. 15-551. Benefits provided by law.

(a) The following benefits are provided, subject to law and administrative regulations:

- (1) Wisconsin Retirement System (WRS) (effective January 1, 1960; res. #11-17-59).
- (2) Social security and federal Medicare insurance (effective January 1, 1951).

(b) The director shall be the reporting agent for retirement benefit programs and shall determine the appropriate employment category for reporting each eligible employee, consistent with law and administrative regulations.

Sec. 15-552. Contributions.

(a) ~~For all represented employees, with the exception of Lakeland Education Association members, employees in the Deputy Sheriff Association hired prior to December 31, 2011, the county shall pay employer-required WRS contributions and shall pay, on behalf of the employee, employee-required contributions up to the amount required by the terms of a collective bargaining agreement. For employees in the Deputy Sheriff Association hired after on or after July 1, 2011, the county shall pay employer-required WRS contributions and shall pay, on behalf of the employee, employee-required contributions up to the amount prescribed by state law.~~

(b) For non-represented protective class employees, including the Sheriff, the county shall pay employer-required WRS contributions and shall pay, on behalf of the employee, employee-required contributions up to the amount prescribed by state law.

~~(b) (c)~~ For all other non-represented employees and for Lakeland Education Association members, the payment shall be split between the county and the employee, as prescribed by state law.

~~(c) (d)~~ A casual, limited term or student intern employee who meets WRS eligibility requirements shall be required to pay the employee-required WRS contribution.

~~(d) (e)~~ The county shall not pay any portion of the employee required contribution for social security and federal Medicare insurance.

~~(e) (f)~~ Upon submission of military orders confirming an employee's active military service, the county shall continue to pay applicable plan contributions as outlined in 15-552(a)--~~(de)~~ and report the creditable service for said period of military leave, pursuant to the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). Upon reinstatement, any employee required contributions made on behalf of the employee shall be recouped beginning with the date of reemployment, and ending on the earlier of : (1) three times the period of military service, or; (2) five years. If the employee is not reinstated as outlined in 15-744, the retirement plan contributions and creditable service will be adjusted accordingly.

(g) For an employee on workers compensation, the county will continue to pay applicable plan

contributions as outlined in 15-552(a)—(d) and report the creditable service during the temporary disability period. If an employee does not have enough earnings in a pay period to make the employee required contributions for their temporary disability period, the county will make the contribution on the employee’s behalf. Upon the employee’s return to work, any employee required contributions made on behalf of the employee shall be recouped from the employee’s future earnings in an amount not greater than 5% of each payment of earnings.

Sec. 15-553. Deferred compensation plan.

The county shall participate in the ~~National Association of Counties~~ Nationwide Deferred Compensation Plan, under section 457 of the Internal Revenue Code. The plan under this section shall be available to all employees and elected officials who meet the eligibility requirements specified in the plan document.

Sec. 15-554. Tax sheltered annuities.

The county may provide tax sheltered annuity options as defined under section 403b of the Internal Revenue Code. Options available under this section shall be offered to all CDEB employees who meet the eligibility requirements specified in the plan document. The deputy county administrator-finance or payroll/benefits manager may add, modify, or delete annuity vendors, subject to final approval of the county administrator. The county will adopt and maintain a plan document related to these options, as required by the Internal Revenue Code and the Internal Revenue Service. The deputy county administrator-finance may approve the plan document and subsequently make any amendments to the plan at any time, and will provide a report of any changes to the county administrator within a reasonable time before or after the amendments become effective.

Sec. 15-555. Early retirement incentives.

(a) The county may from time to time consider options to encourage employees to retire early. Early retirement incentives may be restricted to specific classes, departments, or other segments of the workforce, and the incentive may be constructed in any lawful manner. The county administrator shall make final recommendation on any retirement incentive offer, subject to final approval of the committee and available funds in the budget.

(b) The county board has elected to participate in the Actuarial Reduction Program, as provided by § 40.23(2m)(g), Wis. Stats. (Resolution 37-07/92).

Sec. 15-556. Retiree health insurance.

(a) *Eligibility.* ~~Except as may otherwise be provided by collective bargaining agreements, t~~The following employees who began county service prior to the dates below December 1, 2005, shall, for a continuous and indefinite period, be eligible to remain in the group health care plan at retirement:

<u>Bargaining Unit</u>	<u>Date</u>
<u>Non-represented</u>	<u>December 1, 2005</u>
<u>AFSCME 1925</u>	<u>December 20, 2005</u>

<u>AFSCME 1925A</u>	<u>December 22, 2005</u>
<u>AFSCME 1925B</u>	<u>December 22, 2005</u>
<u>AFSCME 1925C</u>	<u>December 2, 2005</u>
<u>HHS professionals</u>	<u>November 11, 2005</u>
<u>lakeland education association</u>	<u>October 10, 2006</u>
<u>deputy sheriff association</u>	<u>January 1, 2005</u>

- (1) An employee enrolled in the health care plan who retires on an immediate retirement annuity from the Wisconsin Retirement System. "Immediate" means the annuity application must be made within 60 days following the date of termination; or
- (2) An employee enrolled in the health care plan who terminated county employment at age 50 or older and has a minimum of 20 years of county service at the time of termination.
- (3) An employee enrolled in the health care plan who applies for and receives a disability annuity from the WRS upon termination.

(b) *Changes in coverage.* Any changes in coverage shall be subject to qualifying events as defined under the plan document, COBRA regulations, or HIPAA regulations.

(c) *Late enrollment not permitted.* An otherwise eligible employee who elects not to continue under the group health plan at retirement, except as provided in section 15-339, shall not be eligible to enroll at a later time.

(d) *Surviving spouse.* A surviving spouse of a deceased retiree may continue with group health care plan indefinitely.

(e) *Spouses both retirees.* When each spouse is eligible for retiree insurance pursuant to subsection (a), each retiree may elect single coverage in lieu of family coverage.

(f) *Transfer back to retiree insurance.* When a retiree's spouse is employed by the county and is eligible to enroll in the health care plan, coverage may be maintained by the working spouse, and upon termination of coverage under the working spouse's health care benefit, coverage may be transferred back to the eligible retiree.

(g) *Premium payments.* The retiree shall be responsible for full payment of the premium, except as otherwise provided under section 15-339 or 15-362, or the terms of a the deputy sheriffs association collective bargaining agreement.

(h) ~~Except as may otherwise be provided by collective bargaining agreement, e~~ Employees beginning county service on or after ~~December 1, 2005~~ the following dates, shall not be eligible to remain in the group health care plan at retirement.

<u>Bargaining Unit</u>	<u>Date</u>
<u>Non-represented</u>	<u>December 1, 2005</u>
<u>AFSCME 1925</u>	<u>December 20, 2005</u>

<u>AFSCME 1925A</u>	<u>December 22, 2005</u>
<u>AFSCME 1925B</u>	<u>December 22, 2005</u>
<u>AFSCME 1925C</u>	<u>December 2, 2005</u>
<u>HHS professionals</u>	<u>November 11, 2005</u>
<u>lakeland education association</u>	<u>October 10, 2006</u>
<u>deputy sheriff association</u>	<u>January 1, 2005</u>

Sec. 15-557. Other insurance benefits.

- (a) *Dental.* The continuation of dental care benefits shall be limited to the time periods specified under COBRA regulations.
- (b) *Life.* Life insurance benefits shall terminate upon retirement. The plan document shall specify conversion options, if any, that may be available.
- (c) *LTD.* Long-term disability benefits shall terminate upon retirement.
- (d) *STD.* Short-term disability benefits shall terminate upon retirement.

Secs. 15-558--15-563. Reserved.

DIVISION 6.

UNEMPLOYMENT COMPENSATION

Sec. 15-564. Policy.

It is the policy of the county to provide reimbursement financing for unemployment insurance benefits pursuant to Wis. Stats. § 108.15(2).

Sec. 15-565. Eligibility and exclusions.

- (a) Benefits shall be paid to an eligible employee as determined by the appropriate state agency, except as the county has elected to exclude from coverage pursuant to subsection (b).
- (b) The county shall not extend coverage for unemployment insurance to persons providing services as:
 - (1) An official elected by vote of the public;
 - (2) An official appointed to fill part or all of the unexpired term of a vacant position normally otherwise filled by vote of the public;
 - (3) A member of a legislative or the judiciary of the county;

- (4) An employee serving solely on a temporary basis in case of fire, storm, snow, earthquake, flood or similar emergency;
- (5) An individual receiving work relief or work training as part of an unemployment work-relief or work-training program as specified under Wis. Stats. § 108.02(15)(g)(1);
- (6) An individual receiving rehabilitation or remunerative work as specified under Wis. Stats. § 108.02(15)(g)(2);
- (7) An inmate of a custodial or penal institution; or
- (8) A student employed by an educational institution who is enrolled and is regularly attending classes at such institution.

Sec. 15-566. Administrative provisions.

- (a) Actual unemployment expenses shall be charged to the employing department.
- (b) The department shall allocate an employee's final pay to a specific week(s) and give the employee written notice thereof. The pay shall be allocated at the employee's approximate full weekly wage rate.

Secs. 15-567--15-569. Reserved.

DIVISION 7.

WORKERS COMPENSATION

Sec. 15-570. Policy.

It is the policy of the county to provide workers compensation benefits to employees and elected officers in the service of the county, whether elected or appointed, in accordance with Wis. Stats. ch. 102.

Sec. 15-571. Eligibility and exclusions.

- (a) Except as provided in subsection (b) or (c), employees and elected officers of the county shall be subject to workers compensation coverage.
- (b) The county shall not extend coverage for workers compensation to persons providing services as a bona fide volunteer worker.
- (c) Workers compensation benefits for workers under specialized work programs shall be restricted to only those benefits required by law, including, but not limited to, the following:
 - (1) A student of a public school performing uncompensated services pursuant to Wis. Stats. § 102.07(12m).

- (2) A juvenile performing uncompensated community service work pursuant to Wis. Stats. § 102.07(13).
- (3) An adult performing uncompensated community service work pursuant to Wis. Stats. § 102.07(14).
- (4) An inmate participating in a work release program pursuant to Wis. Stats. § 102.07(16).
- (5) A prisoner of the county jail assigned to a work camp pursuant to Wis. Stats. § 102.07(17).
- (6) A participant in a job under the Wisconsin works program pursuant to Wis. Stats. § 102.07(17m) and (18).

(d) Casual, limited term, or student intern employees shall be excluded from county benefits provided under section 15-572.

Sec. 15-572. County provided benefits.

(a) *Supplemental pay.* A regular employee absent due to a workers compensation claim arising out of county employment and accepted as compensable under worker's compensation shall be paid his or her regular wages for the day of injury and the next three calendar days of disability immediately following the date of injury. Beginning with the fourth calendar day of disability, a salary supplement shall be paid to a regular employee equal to the difference between the employee's normal net ("after-tax") pay and the temporary disability payment under worker's compensation. Time covered by this section shall not be charged against sick leave.

(b) *Elected officer salary continuation.* An elected officer or county board supervisor who incurs a compensable injury while engaged in an activity related to and arising out of county employment shall continue to receive their regular salary during the period of temporary disability and only while the officer continues to hold the elected office. Temporary disability payments under worker's compensation are not payable to the elected officer during the period that the salary is continued.

Sec. 15-573. Administrative provisions.

Workers compensation costs shall be allocated to departments based on each department's experience.
Secs. 15-574--15-579. Reserved.

DIVISION 8.

EMPLOYEE SERVICES

Sec. 15-580. Policy.

The committee may approve the addition or lawful modification or termination of various voluntary or incidental employee benefit or service programs. Employee benefits or service programs shall be subject to

funds being included in the budget for said purpose and staff resources being available to carry-out administrative duties.

Sec. 15-581. Lunch facilities.

(a) The county may provide lunchroom facilities to county employees on a non-discriminatory basis with reasonable accommodations provided for qualified disabled employees. Any lunchroom facilities made available to the general public shall be subject to the public accommodation provisions of the ADA. Lunch facilities shall be subject to recommendation of the county administrator and final approval of the public works committee.

(b) The committee shall approve any request to furnish meals at the work site to employees without charge.

Sec. 15-582. Continuing education.

Employees may voluntarily participate in continuing education. The department head may authorize a modified work schedule to permit an employee to attend classes, provided the modified schedule does not disrupt the operations of the department. The request of an employee to reduce their work schedule to a lower FTE shall be subject to recommendation of the department head and final review and approval of the director.

Sec. 15-583. Onsite training.

The county may provide onsite training. The training announcement shall specify if attendance is voluntary or mandatory.

Sec. 15-584. Reimbursement of educational expenses.

(a) *Preauthorization.* Subject to funding, the department shall provide reimbursement for preauthorized educational expenses. When requests for preauthorization exceed funds available, greatest weight shall be given to education that enhances the knowledge, skills and abilities of the employee for improved performance in their job.

(b) *Eligibility and exclusions.* After completion of six months of employment, a regular employee scheduled to work at least 0.5 FTE or an elected officer shall be eligible for benefits under this section. When funds are limited, non-represented employees shall receive preference before represented employees. An employee eligible to receive educational incentive pay shall be excluded from this section.

(c) *Non-work time.* Time in attendance at classes, travel time, or class preparation shall be the responsibility of the employee and shall not be claimed as working time.

(d) *Reimbursement for credit-courses.*

(1) Any employee eligible for other forms of educational assistance, such as scholarships or grants, must first exhaust that financial aid before applying for benefits under this section.

- (2) Reimbursement may be denied for any course not preauthorized. An employee who terminates employment or transfers to a non-qualifying position before completion of the approved course(s) shall not receive reimbursement.
- (3) Upon successful completion of a credit-course, an employee shall be reimbursed for tuition, course fees, and books, up to 50 percent for a "C" grade, 75 percent for a "B" grade, or 80 percent for an "A" grade. Maximum reimbursement shall be \$500.00 per semester or \$1,000.00 per year. Reimbursement for a part-time employee shall be prorated based on FTE.
- (4) Reimbursement may be denied for a claim received by the director more than 60 days after the course completion date.

(e) *Other forms of training.* Reimbursement of expenses for continuing education units (CEU's), workshops, seminars, or conferences shall be subject to section 15-421 ~~420~~ 420.

Sec. 15-585. Employee assistance program (EAP).

(a) The county shall provide an employee assistance program (EAP) to all employees, elected officers and their families. The purpose of the program shall be to prevent an employee's non-work-related problems from affecting the employee's work performance in a way that work performance falls to a level that requires disciplinary action.

(b) The county shall pay the costs for the initial assessment services under the EAP as part of the administrative fees paid to the vendor. Subsequent expenses for treatment after initial assessment shall be the responsibility of the employee or family member. Expenses may be covered under the employee's health plan.

Sec. 15-586. Employee recognition program.

(a) The county administrator shall include in the budget of each county department, subject to annual approval of the county board, the greater of the following sums for the purpose of funding employee recognition activities:

- (1) \$10.00 per FTE, or
- (2) \$25.00 per department.

(b) The purpose of the appropriation specified in (a) shall be to permit department heads to implement programs to recognize employees for service to the county and specific accomplishments. Such recognition may include, but shall not be limited to, the following:

- (1) Awards ceremonies;
- (2) Recognition plaques;
- (3) Small items appropriate to carry out the purpose of this section.

(c) Funds appropriated pursuant to this section shall not be used as follows:

(1) As a cash payment to an employee;

(2) To pay for food or beverages consumed outside of county facilities;

(3) To purchase any alcoholic beverage or tobacco product.

(d) No county funds shall be expended for the employee recognition activities beyond the amounts set forth in (a).

(e) The county administrator shall promulgate administrative procedures to carry-out the intent of this ordinance. The administrative procedure may place restrictions on expenditures in addition to those set forth in (c).

Sec. 15-587. Employee wellness program.

(a) The county encourages employees to participate in exercise and wellness programs. The county may sponsor wellness programs, subject to approval of the committee and available funding.

(b) An employee may be excluded from any exercise program under (a) if participation would pose a direct threat to the safety of the employee or others. Participating employees shall be required to sign waiver of liability forms for any athletic or exercise programs.

(c) In addition to county programs offered under (a) and (b), the county administrator is authorized to formally recognize one or more employee wellness groups. A group so recognized may be granted permission, subject to this code and administrative procedures, to use county facilities on non-work time for the purpose of engaging in wellness activities. To be recognized a group must:

(1) Apply for recognition on a form prescribed by the county administrator;

(2) Consist of two or more county employees actively participating in wellness activities.

(d) Employees shall participate in wellness activities under (c) at their own risk and on their own time. Injuries sustained in activities under (c) shall not be compensable under worker's compensation.

Secs. 15-588--15-599. Reserved.

ARTICLE VI.

COUNTY PROPERTY AND WORK AREAS

DIVISION 1.

EMPLOYEE SAFETY

Sec. 15-600. Policy.

It is the policy of the county to comply with all applicable federal, state, and local health and safety regulations and to be proactive in identifying and eliminating safety and health risks. Employees shall be required to comply with all safety and health requirements.

Sec. 15-601. Responsibility for safety.

(a) The director shall develop and administer a county safety plan that identifies and eliminates safety and health risks and ensures compliance with applicable laws and regulations. Each management representative shall be responsible for carrying out supervisory duties under the county safety plan.

(b) Employee safety committees comprised of members of labor and management shall meet on a regular basis for the purpose of resolving safety concerns in the workplace and identifying and recommending solutions.

(c) Drug and alcohol testing shall be used to ensure safe practices, subject to section 15-810.

Sec. 15-602. Retaliation prohibited.

An employee shall not be discharged or discriminated against in any way because he or she has initiated a safety-related proceeding, has testified in such a proceeding, or has otherwise exercised any right provided by law. An employee may, on his or her own time, accompany safety compliance officers during walk-around inspections.

Secs. 15-603--15-609. Reserved.

DIVISION 2.

SECURITY IN THE WORKPLACE

Sec. 15-610. Personal property of employees.

It is the policy of the county to discourage employees from bringing unnecessary personal property to work. The county assumes no responsibility for the loss, damage, or theft of personal belongings. However, employees who experience damage or breakage to their eyeglasses, dentures or hearing aids while performing the duties of their position shall receive repair or replacement by the county. Said repair or replacement shall be limited in value to no more than \$150.00. If compensation for the repair or replacement is provided through other means (i.e. breakage warranty, etc.) an employee will not qualify for county reimbursement. All claims shall be subrogated to the rights of the employee. The request for reimbursement and receipt(s) shall be turned in to the supervisor within 30 days of the repair or replacement.

~~Sec. 15-611. Firearms or weapons.~~

[Note: New ordinance being created specifically about this. We may want to reference that ordinance

here.]

~~— (a) — Except as provided in subsection (b), employees are prohibited from possessing firearms or other weapons on county property or at events sponsored by the County. Employees are further prohibited from carrying firearms or weapons in county provided vehicles or in personal vehicles while on county business.~~

~~— (b) — This section shall not apply to a sworn law enforcement officer in possession of or using a firearm or weapon within law enforcement standards.~~

Sec. 15-612. Storage areas containing personal property.

(a) At all times any lockers, storage areas, file cabinets, desks and other facilities remain the property of the county. The county makes no assurance of an expectation of privacy to employees using county furnished facilities for storage of personal property.

(b) The county may inspect the contents of lockers, storage areas, file cabinets, desks, work stations and electronic storage devices at any time and may remove all county property and other items which are in violation of county rules and policies.

(c) To the extent permitted by law, an employee's personal property may be searched, and the employee questioned or subjected to surveillance based on reasonable suspicion that the particular employee is involved in work-related misconduct. The employee shall have the right to be present, with a witness if requested, prior to a search of any personal property stored in a locker, storage area, file cabinet, desk or other facility.

(d) The content of all electronically stored information remains the property of the county at all times. Security measures such as, but not limited to, passwords are implemented for the purpose of protecting the county's interests and are not intended to protect an individual employee's privacy rights.

Sec. 15-613. County parking areas.

Employees who use a county parking lot do so at their own risk. The county assumes no responsibility for any damage to, or theft of, any vehicle or personal property left in the vehicle while on the parking lot.

Secs. 15-614--15-629. Reserved.

DIVISION 3.

EMPLOYEE USE OF COUNTY PROPERTY

Sec. 15-630. In general.

County property or equipment shall only be used for official county purposes. Personal use is prohibited, except as otherwise provided herein.

Sec. 15-631. No solicitation; no distribution.

(a) Except as provided in subsections (b), solicitation, peddling, canvassing, or otherwise distributing items or information to employees for any purpose not associated with or related to county business during work time or in employee work areas is prohibited.

(b) This section shall not prohibit voluntary acts between employees to contribute to a gift for a coworker for recognition of a special event for charitable purposes.

Sec. 15-632. Issue and return of county property.

(a) Employees may be issued county property to permit access to property or equipment, or to aid in the performance their job duties. The director or department head shall keep a written record of all county property issued to an employee, including the employee's signed receipt.

(b) Upon request of the department head, an employee shall return county property issued to them. A written record signed by the employee and department head shall be made indicating the items which have been returned and in what condition.

Sec. 15-633. Use of telephones.

(a) Telephones are provided to employees for the conduct of county-related business. Improper use of telephones, including harassing, intimidating, demeaning, insulting, offensive or defaming telephone calls or messages, will result in discipline, up to and including termination. Employees may use county telephones (including cell phones) when it is necessary to place or receive personal calls at work. The employee must reimburse the county for any charges incurred. Personal use of telephones shall be kept at a minimum and restricted to rest periods or meal periods, whenever possible.

(b) At all times voice mail messages stored on county telephone systems remain the property of the county and may be accessed by authorized persons without obtaining the consent of employees.

Sec. 15-634. Use of county and personal vehicles.

(a) Except as provided under subsection (b), employees are prohibited from using a county vehicle to commute from home to work or work to home or for any other personal reasons.

(b) Employees and elected officials holding the following positions shall be assigned a county vehicle and are required to commute in the vehicle for bona fide non-compensatory business reasons: sheriff, under-sheriff, captain, lieutenant, deputy sheriffs assigned to K-9 units, public works director of operations, and assistant public works superintendent - roads and assistant public works superintendent - shop. At any time the department head may access the vehicle or assign alternative use of a county vehicle. The county may require that the vehicle be stored on county premises. Employees shall be required to maintain a log showing the personal use of the vehicle and submit the log for payroll processing.

(c) If a county vehicle is provided for bona fide business use, the employee shall not use the vehicle for personal purposes other than for commuting or *de minimis* personal use. In addition, the employee's spouse or dependents shall not be allowed in the commuter vehicle for any reason.

(d) No employee shall drive a county-owned vehicle or their own personal vehicle on county business without first possessing a valid driver's license and liability insurance as required by section 30-455(c) of the Code of Ordinances. Employees shall promptly report the loss of their driver's license or liability insurance coverage to their supervisor.

(e) Absolute sobriety shall be required of any employee or elected official while operating a county-owned vehicle.

(f) In addition to those employees set forth in (b), the assistant public works superintendent - facilities and the assistant public works superintendent - facilities plant operations may be required to commute in a county-owned vehicle for bona fide non-compensatory business reasons. In the event such action is required, the deputy county administrator - central services will make such designation in writing to the deputy county administrator - finance. Use of county-owned vehicles by the personnel listed herein shall be in accordance with the terms of all applicable ordinances.

(g) For the employees set forth in subsections (b) and (f), the county will follow the commuting rule as established by the IRS and described in IRS Publication 15-B to properly tax the fringe benefit of the personal use. As part of the commuting rule, the employee is required to maintain documentation showing the personal use of the vehicle and submit said documentation for payroll processing of the taxation.

(h) On an annual basis, employees assigned a county vehicle shall provide a report to the human resources committee detailing the number of call-outs they responded to throughout the year.

Sec. 15-635. Use of computer-related resources.

(a) Computer and internet access is provided to employees for the conduct of county business. Improper use of computers or internet access, including harassing, intimidating, demeaning, insulting, offensive or defaming messages or materials, will result in discipline, up to and including termination. Employees may use computers to access the internet for personal use. Use shall be kept at a minimum and restricted to rest periods or meal periods. Employees shall not otherwise use county computers, e-mail, or the intranet for personal or solicitation purposes.

(b) Employees shall not use county computer-related resources to disrupt management functions. Hardware or software shall not be destroyed, modified, copied, shared, transferred, decompiled, disassembled, disabled or otherwise wrongfully used in any manner. Employees shall not seek information on other users on the county's network, including but not limited to their passwords, files, data, electronic mail or other data that may be stored and accessible through said computers and networks.

(c) All information stored on county computer-related resources is the property of the county. Authorized personnel may inspect any and all data stored in public or private areas of networked and individual storage systems of any kind, without notice or warning, and at any time or for any purpose.

Sec. 15-636. Bulletin boards.

Bulletin boards are provided to inform employees of important developments that will affect the

employee or their job. Bulletin boards are used by the county to communicate information to employees and post notices required by law. Employees must secure prior authorization from their department head or designee before posting any notices on bulletin boards. Because work-related notices of interest and importance regarding county business will be posted on the bulletin boards, the county requests all employees to check the bulletin board at regular intervals.

Secs. 15-636--15-699. Reserved.

ARTICLE VII.

ABSENCE FROM WORK

DIVISION 1.

ATTENDANCE AND TARDINESS

Sec. 15-700. Policy.

It is the policy of the county to require employees to report for work as scheduled. Employees shall, in accordance with department work rules, give advance notice of the need for absence. All absences shall be subject to approval or disapproval by management, subject to the provisions of the Code. Excessive absences or tardiness disrupt the effective operation of county services and may be cause for discipline, up to and including termination.

Sec. 15-701. Applicability.

This division shall apply to short-term absences less than ~~four days~~ one week in duration, late reporting to work, or early departure from work. This division shall not apply to scheduled vacation periods or other leaves approved in advance.

Sec. 15-702. Short-term absence.

(a) An employee shall notify his or her supervisor of an anticipated absence with as much advance notice as is practicable under the circumstances. An employee may be required to accurately substantiate the need for the absence. An unscheduled absence shall be considered unexcused until approved by the employee's supervisor. An employee shall, consistent with accrued benefit policies, apply accrued time-off benefits to an excused absence to the extent the benefits are available for use.

(b) Any absence not approved by the supervisor shall be considered as unexcused. An unexcused absence shall be without pay.

Sec. 15-703. Absence without proper notice.

An employee absent from work for three consecutive scheduled workdays without proper notice to the county shall be deemed to have voluntarily quit employment.

Sec. 15-704. Late arrival; early departure.

(a) Records of incidents of late arrival or early departure shall be kept for all employees subject to overtime code 2 or 3 under subsection 15-321(c). Employees may not leave early without prior approval by the employee's supervisor.

(b) If a department head determines an employee had good cause for being tardy or leaving early, the employee may be allowed to make up the time, provided overtime liability is not incurred.

(c) When a replacement employee has been assigned to work due to the tardiness of an employee, the tardy employee may be sent home without pay upon reporting to work.

Sec. 15-705. Fitness to work.

Employees are required to report for work appropriately dressed and fit and ready to perform the essential functions of their assigned job.

Sec. 15-706. Absence for voting.

Any employee entitled to vote in a public primary and general election is entitled to be absent from work while the polls are open for the purpose of voting. Before election day the employee shall schedule the absence to vote with their supervisor at a time that least disrupts operations. The period of absence to vote shall not exceed three successive hours. The supervisor may designate the time of day for the absence. The absence shall be without pay unless the employee requests to use ~~accrued time off benefits~~ vacation, compensatory or holiday time.

Sec. 15-707. Absence due to severe weather or other emergencies.

(a) Except as provided in subsection (b), it is the policy of the county to continue county services during severe weather or other emergencies. All employees are expected to report to work as scheduled, unless an emergency closing is announced, pursuant to subsection (b).

(b) The county administrator may authorize and publicly announce that certain county operations are temporarily closed due to severe weather or other emergency conditions.

(c) In the event that county services remain open during severe weather or other emergencies, department heads have the ability to allow staff to not report for work, based on their specific staffing needs. Any employee choosing not to report under these circumstances must use vacation, compensatory or holiday time, if available, for said shift(s).

Sec. 15-708. Absence for bereavement.

(a) All regular ~~full time or regular part time~~ employees ~~regardless of probation status~~ shall receive paid bereavement leave for absence from scheduled workdays in accordance with this section, or as otherwise provided by an applicable collective bargaining agreement.

(b) Bereavement leave may be used within ten days from the date of death for bereavement over the death of a covered family member or to make other necessary personal or family arrangements. The paid leave may be delayed beyond ten days based on verified need and subject to approval of the department head. The employee may be required to furnish verification of the date of death and the employee's relationship to the deceased. Bereavement leave shall be applied in day increments, except on the date of death when the employee must leave work early, and need not be applied consecutively.

(c) Bereavement leave up to three days shall be paid for the death of the employee's spouse, child, step-child, parent, step-parent, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, or other member of the immediate household (excluding renters). Bereavement leave up to one day shall be paid for the death of the employee's brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt, uncle, niece, or nephew.

(1) Any relationships identified in 15-708 (c) that are not "in-law" relationships are defined as a member of the employee's family. For example, leave for a grandparent is only for the employee's grandparent, not for the grandparent of a spouse.

(d) The relationship of husband and wife is broken by death or divorce. Bereavement leave shall apply to family members of a deceased spouse only if the employee has not remarried. Bereavement leave shall not apply to an ex-spouse (resulting from divorce or annulment) nor to family members of an ex-spouse.

~~(e) An employee may request that bereavement leave be substituted for otherwise scheduled days of paid absence for vacation, sick leave, holiday or compensatory time during the ten days immediately following death of a covered family member.~~ Bereavement leave pay shall not apply during any unpaid leave of absence, layoff or suspension.

Sec. 15-709. Absence to participate in a military funeral or to serve as a pallbearer.

An employee called upon to be a participant in a military funeral or serving as a pallbearer in a civilian funeral shall be excused from work with pay for the number of hours necessary to perform such service, up to a maximum of one day. Participation with pay in military funerals or service as a pallbearer shall not exceed two occurrences per calendar year. The provisions of this section shall not apply if leave is provided under section 15-708.

Sec. 15-710. Absence for jury duty.

(a) All regular ~~full-time or regular part-time~~ employees ~~regardless of probation status~~ shall be paid their regular wages during the period of their jury service, less any compensation paid to them by the court, excluding mileage. The employee shall immediately upon receipt of the jury payment submit a photocopy of the jury duty check to the payroll division of finance.

(b) The employee shall not be eligible for jury duty supplemental pay for any day when the employee was not otherwise scheduled to be at work.

(c) An employee called for jury duty is required to report to work prior to and following jury duty to

complete the regular work shift, except when excused by the employee's supervisor because the time at work would be de minimis. Upon advance notification that a second or third shift employee has been summoned to report for jury duty, the county will adjust the employee's work schedule so that the employee is not required to work on the day(s) that the employee reports for jury duty. For a third shift employee, the adjustment shall include the shift immediately before the employee reports for jury duty. Upon conclusion of employee's service as a juror, the employee shall report to work for the balance of their shift.

Sec. 15-711. Absence for witness service.

(a) Except as provided in (b), all regular ~~full-time or regular part-time~~ employees ~~regardless of probation status~~ shall be made whole for their regular wages when subpoenaed to testify in an action or proceeding resulting from a crime against the county or as a result of the employee's involvement in a matter arising out of his or her performance of official job duties. The employee shall be paid their regular wages during the period of their witness service, less any compensation paid to them by the court, excluding mileage. The employee shall immediately upon receipt of the witness payment submit a photocopy of the check to the payroll division of finance.

(b) Differential pay for witness service shall not apply when an employee is subpoenaed as a witness for a matter not related to and not arising from the performance of official county job duties.

(c) The employee shall not be eligible for witness service supplemental pay for any day when the employee was not otherwise scheduled to be at work.

(d) An employee called for witness service is required to report to work prior to and following witness service to complete the regular work shift, except when excused by the employee's supervisor because the time at work would be de minimis.

(e) An employee may not be discharged because the employee is subpoenaed to testify in an action or proceeding pertaining to a crime or pursuant to the Children's Code or Criminal Code of the Wisconsin Statutes.

Secs. 15-712--15-719. Reserved.

DIVISION 2.

LEAVES OF ABSENCE

Sec. 15-720. Policy.

It is the policy of the county that employee written requests for leaves of absence with a reasonable expectation of return to work may be granted, subject to the provisions of this division. County benefits shall be harmonized and run concurrent with the deputy sheriff association collective bargaining agreement, code provisions and any benefits provided by federal or state family and medical leave laws.

Sec. 15-721. Applicability.

(a) Except as provided in subsection (b), this division shall apply to all absences from work of ~~more than three consecutive workdays~~ one week or more, and any subsequent periods of absence related to the same reason for initial absence and that involves:

- (1) Any absence covered by the FMLA;
- (2) Periods of absence for non-medical reasons; or
- (3) Requests to reduce hours of work on a temporary basis for a period of more than one month.

(b) This division shall not apply to the use of vacation, compensatory time, or holiday time scheduled in advance in accordance with ~~normal~~ departmental scheduling practices and not covered by the FMLA.

Sec. 15-722. Eligibility and exclusions.

This division shall apply to all regular employees, subject to any further restrictions contained herein. This division shall not apply to elected officers, casual, limited term, or student intern employees.

Sec. 15-723. Conditions for a leave of absence.

(a) All requests for a leave of absence, inclusive of any required documentation, shall be submitted in writing to the director or designee as soon as possible, but no less than 15 days prior to the requested start of the leave. An employee's request to amend a leave shall be submitted in the same manner.

(b) An employee shall not be entitled to a leave, except as otherwise required by a law or the deputy sheriff association collective bargaining agreement ~~or law~~. Decisions to grant or deny an employee request for a leave of absence shall be made without discrimination and shall take into consideration the employees' interests and county operational needs.

(c) A leave of absence request related to medical conditions shall require a written medical certification on a form prescribed by the director. A second medical opinion to substantiate the need for and length of the leave may be required. If the opinions are not consistent, a third opinion may be required.

(d) It is the employee's responsibility to keep the department informed of any substantive changes in circumstances upon which the leave was approved. Authorization of a leave of absence may be withdrawn for cause if the employee uses the leave of absence for purposes inconsistent with the reasons stated for the need for a leave, or when it becomes known with a reasonable degree of certainty that the employee will not return to their job.

(e) An employee may not engage in other employment during a leave of absence, except when the other employment has been disclosed and approved as a special condition of the leave.

~~(f) The probationary period for an employee shall be extended by a period of time equal to the length of any leave of absence granted during the employee's probationary period.~~

Sec. 15-724. Involuntary leave.

Leave may be involuntary and imposed by management for cause.

Sec. 15-725. Intermittent or reduced leave.

(a) With consideration given to the department head's recommendation or as required by the FMLA, the director may grant an employee a leave on an intermittent or reduced hours basis. The employee shall provide a schedule which includes the likely duration and frequency of periods of absence and the date specific that the employee is expected to return to their ~~regular~~ assigned work schedule.

(b) During an intermittent leave or reduced schedule, the employee may be assigned to an alternative position that better accommodates the intermittent or reduced leave schedule.

(c) The employee shall be required to apply available accrued benefits to time not worked. When accrued benefits are exhausted during an intermittent or reduced leave, employee benefits shall be based on the number of hours for which the employee is paid, or as otherwise provided by the FMLA.

Sec. 15-726. Absence without leave.

An employee absent without leave shall not be permitted to apply accrued benefits to unexcused absences. The director may, upon receipt of substantiation giving good reason for the unexcused absence, grant an approved leave of absence retroactively.

Sec. 15-727. Types and duration of leave.

(a) All leaves shall specify a beginning date and an expected return to work date. A leave for an indefinite and unknown duration may be denied.

(b) A leave of absence may be granted for the following purposes:

(1) *Medical leave.* A medical leave shall be granted consistent with the FMLA and may be granted for an extended period. All medical leaves run concurrently with FMLA leaves.

(2) *Birth or adoption.* A leave for birth or adoption shall be granted for up to the maximum period required by FMLA provisions. All leaves for birth or adoption run concurrently with FMLA leaves.

(3) *Personal leave.* A personal leave may be granted at the sole discretion of the county. Personal leave shall not normally be granted for other employment, long-term travel, or serving a jail or prison sentence. A personal leave exceeding 30 calendar days shall be subject to approval of the committee.

(4) *Educational leave.* An educational leave may be granted for up to one year. An educational leave must be taken as a total leave, not as a reduced schedule or intermittent leave.

(5) *Political leave.* An employee becoming a candidate for any publicly elected office shall be entitled to an unpaid political leave for up to four months and ending on the date the board of canvassers certifies the election results. Except as provided in section 15-191, an employee shall not be given a leave of absence to accept an office subject to election by the public. Upon being sworn-in in the elective office, the employee shall be deemed to have resigned his or her employee position with the county.

~~(6) *Union leave.* A leave of absence for the conduct of union business shall only be provided to the extent required by collective bargaining agreement provisions.~~

(7) *Military leave.* A leave for military active or reserve duty shall be subject to sections 15-740 to 15-744.

Sec. 15-728. Return from leave.

(a) An employee's return to work prior to the expected return to work date shall be subject to approval of the director.

(b) An employee shall be required to submit a fitness for duty certification prior to return to work from a personal medical leave of absence.

(c) Any employee who fails to report for duty on the scheduled return date shall be considered absent without leave and subject to section 15-726.

Sec. 15-729. Restoration provisions.

(a) An employee returning from FMLA leave is entitled to be returned to the same position the employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment.

(b) An employee returning from non-FMLA leave not exceeding four months in duration shall have the same restoration provisions as in subsection (a).

(c) An employee wishing to return from a non-FMLA leave exceeding four months has no guarantee of restoration. Upon the expiration of the fourth month of non-FMLA period the employee will become an employee on layoff status pursuant to sections 15-90 through 15-96.

Sec. 15-730. Pay and benefit status during leave.

(a) *Accrued benefits.* Except as provided in subsection (b), an employee is required to use available accrued benefits for an approved leave of absence, except as otherwise provided under a state FMLA. When accrued benefits are exhausted, the remainder of the leave shall be without pay. If an employee commences an unpaid leave prior to reaching the date that accrued benefits are available for use, the accrued benefits are not available until the employee returns to work.

(b) *LTD coverage.* When an employee begins to receive benefits under the LTD plan, the employee may elect to take the remaining leave of absence without pay. The balances of accrued benefits shall not be available until the employee returns to work, or shall be paid upon termination, subject to severance pay provisions under sections 15-338 or 15-339.

(c) *Health insurance during FMLA leave.* The county shall maintain an employee's health coverage during a paid or unpaid FMLA leave on the same conditions as coverage would have been provided if the employee had been continuously employed during the entire leave period.

(d) *Other insurance benefits.* For a non-FMLA leave the county shall continue to pay its share of health, dental, life, ~~or~~ LTD, or STD insurance during a paid leave of absence. County-paid premiums shall terminate based on the last day paid, and subject to the plan document provisions for each benefit plan.

(e) *Continuation of insurance coverage.* The employee may continue insurance coverage after county contributions end, subject to the plan document provisions for each benefit plan.

(f) *Insurance cancellation.* An employee who lets insurance coverage lapse during an unpaid leave shall be eligible to re-enroll within 30 days of return to active employment at the same coverage level that existed at the time coverage ended. The plan document provisions shall determine the effective date of coverage, any waiting periods or pre-existing conditions.

Secs. 15-731--15-739. Reserved.

DIVISION 3.

SERVICE IN THE ARMED FORCES

Sec. 15-740. Policy.

It is the policy of the county to provide leave rights and job protections to employees who serve in the U.S. armed forces.

Sec. 15-741. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly gives a different meaning:

Military means the Army, the Navy, the Marines, the Coast Guard, the Merchant Marine, the Army National Guard and the Air National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty, the commissioned corps of the Public Health Service, and any other category of persons designated by the President in time of war or national emergency.

USERRA means the Uniformed Services Employment and Reemployment Rights Act of 1994 (38 U.S.C.S 4301 et seq).

Sec. 15-742. Two-week differential pay.

A county employee who is required to report for military training shall be paid his or her county pay upon submission of employee's leave and earnings statement (LES), less any military pay and allowances that he or she receives, for up to two (2) weeks each year, unless the military pay and allowances equal or exceed his or her county pay. The employee shall continue to receive his or her benefits as though no interruption in service has occurred. The employee's anniversary date for accrued benefit calculations shall not be impacted by this training leave. The employee will not earn additional time-off accruals while on military leave unless the employee is utilizing previously banked time off balances.

Sec. 15-743. Rights and benefits during military leave.

(a) The employee shall provide reasonable advance notice of his or her order for military service. An employee giving notice of military service shall be granted a military leave of absence. If the leave is for a period greater than two weeks, the leave shall be without pay. Pay for the first two weeks will be paid pursuant to section 15-742. An employee on military leave shall be eligible to participate in benefit plans available to employees on other types of leave and shall be allowed to use any accrued vacation, compensatory time or holiday time, upon request. The employee shall not earn additional time-off accruals, with the exception of subsection (b), while on military leave, except when the employee chooses to utilize previously banked time off balances. Health insurance continuation under COBRA shall apply for up to 24 months.

(b) ~~Non-represented~~ Employees (and ~~represented employees whose collective bargaining agreement addresses this specific issue~~) on military leave, who are deployed pursuant to federal orders, shall be entitled to continue to accrue vacation benefits during their period of deployment subject to sections 15-510 through 15-517.

(c) The maximum cumulative leave for military service shall be five years, except as otherwise provided by law.

(d) While the employee is on military leave, the county will continue to ~~report~~ make retirement plan contributions (both employer and employee portions) as though the employee has remained actively employed and report creditable service for the period of military leave. Upon reinstatement from leave the employee contributions will be collected as outlined in section 15-552(f). If the employee is not reinstated during the time period as outlined in section 15-744, the retirement plan contributions and creditable service will be adjusted to reflect actual authorized leave.

(e) The employee shall receive any credit for ~~longevity~~ time earned while on military leave as well as any pay range steps that may have occurred while away on military leave.

Sec. 15-744. Reinstatement rights.

(a) For an absence of one to 30 days the employee must report for work no later than the beginning of the first full regularly scheduled work period on the first full calendar day following the completion of the period of service and the expiration of eight hours after a period allowing for the safe transportation of the person from the place of that service to the person's residence; or as soon as possible after the expiration of the eight-hour period, if reporting within the period referred to is impossible or unreasonable through no fault of the employee.

(b) For service periods of 31 days or more the employee shall submit an application for reemployment within the following designated time periods:

Service Period	Apply Within
31 to 180 days	14 days
Over 180 days	90 days
Disability	2 years

(c) Upon request, the employee shall furnish documentation that the application for reemployment is timely; the military service has not exceeded the five-year limit; and the military service did not end under other than honorable circumstances.

(d) Upon reinstatement, the employee's insurance benefits shall be immediately reinstated and any other seniority-based employee benefits that he or she had when the military leave began and all benefits that would have accrued if the employee had remained continuously employed shall be restored.

Secs. 15-745--15-799. Reserved.

ARTICLE VIII.

PERSONAL CONDUCT; PROGRESSIVE DISCIPLINE

DIVISION 1.

PERSONAL CONDUCT

Sec. 15-800. Policy.

It is the policy of the county that all employees are expected to respect and follow the work rules of the workplace. Employees and elected officers are expected to refrain from any personal conduct that interferes with operations, that diminishes the level of public trust and confidence in county government, or that is offensive to others. Employees shall treat customers and other employees in a courteous and respectful manner at all times. When used in this division, the word "employees" shall include elected officers. The county administrator is authorized to promulgate such administrative procedures as may be necessary to carry out the provisions of this chapter.

Sec. 15-801. Departmental work rules in general.

Departmental ~~W~~ork rules shall be promulgated by each department head as administrative procedures, subject to approval of the ~~county administrator~~ director. Departmental ~~W~~ork rules shall be in writing, include an effective date, and be disseminated to all employees to whom the rules apply in advance of the effective date. Departmental ~~W~~ork rules shall be consistent with all provisions of chapter 15, collective bargaining agreement provisions, and applicable laws.

Sec. 15-802. Ethical standards for employees.

(a) Employees shall avoid conflicts between their personal interests and their responsibilities as

public employees. Employees shall not engage in any on the job conduct that is disloyal, disruptive, competitive, or damaging to the county. Employees shall not engage in any off duty conduct that significantly diminishes the public level of trust and confidence in the employee's position with the county.

(b) Employees may not accept employment or serve as an advisor or consultant with any organization which does business with the county or which is in conflict with county official interests.

(c) Employees shall disclose any financial interest they or their immediate family have in any firm which does business with the county or which competes with the county.

(d) Employees and their immediate family are not to accept gifts, except those of nominal value, or any special discounts or loans from any person or firm doing, or seeking to do, business with the county.

(e) Employees shall not give, offer, or promise, directly or indirectly, anything of value to any representative of a customer, of a potential customer, or of a financial institution in connection with any transaction or business that the county may have with such customer, potential customer, or financial institution.

(f) Employees shall not disclose confidential information to anyone, either inside or outside the organization, who does not have a lawful and legitimate business need to know it.

Sec. 15-803. Private interest in a public contract.

Employees are prohibited from having a private interest in a public contract(s) aggregating more than the limit permitted by law, subject to the following:

- (1) In his or her private capacity, an employee may not negotiate or bid or enter into a contract in which he or she has a private pecuniary (monetary) interest, direct or indirect, if at the same time he or she is authorized or required by law to participate in his or her public capacity in the making of that contract or he or she is required to perform in regard to that contract some official function requiring the exercise of discretion; or
- (2) In his or her public capacity, an employee may not participate in the making of a contract in which he or she has a private pecuniary interest, direct or indirect, or performs in regard to the contract some function requiring the exercise of discretion.

Sec. 15-804. Political activity.

(a) Employees other than elected officers shall not engage in political activity during working time or in any county workplace. Elected officers shall not engage in political activity in any county workplace. Political-related materials shall not be distributed during working time. Except as expressly provided in this chapter, county equipment, property, or services may not be used for the conduct or support of political-related activities.

(b) Employees are specifically prohibited from directly or indirectly coercing any person to hold or contribute monetary or other types of assistance to any political candidate, party or purpose.

(c) Employees who are principally employed in an activity which is financed in whole or in part by federal loans or grants are prohibited from becoming political candidates in partisan elections or politically involved. [Hatch Act 5 U.S.C. 1501-1508.]

Sec. 15-805. Union business.

(a) Except as provided in subsection (b), employees shall not engage in union business during working time or during the working time of others; union-related materials shall not be distributed during working time; and county equipment, property, or services may not be used for the conduct or support of union-related activities.

(b) Employees may confer on union business during break periods, unpaid lunch periods, or before or after their work shift. ~~A union officer or steward may engage in limited union business during working hours, subject to advance authorization by the department head or designee. Authorization for union business shall be limited to meetings with management for purposes of disciplinary meetings, appeal hearings, or collective bargaining.~~

Sec. 15-806. ~~Grooming standards.~~ Personal appearance and workplace attire.

Employees are expected to at all times present a professional, businesslike image to clients, visitors, customers and the public. Acceptable personal appearance, including proper maintenance of work areas, is an ongoing requirement of continued employment. Workplace attire and grooming must be neat, clean and appropriate for the work being performed and the setting in which the work is performed. Departments shall determine appropriate workplace attire and grooming for their employees. Supervisors should communicate their department's workplace attire and grooming guidelines to staff during orientation and evaluation periods. Any questions about the department's guidelines for attire should be discussed with the immediate supervisor. At the time of hiring each employee shall be notified about any hairstyle, facial hair or clothing requirements.

Sec. 15-807. Customers with disabilities.

The county shall provide reasonable accommodations to ensure that any customer with a disability is able to access county services. Employees shall assist disabled persons in entry or exit from a county building (i.e., opening or holding doors, responding to bells for assistance, meeting in alternative sites, etc.), but are not required to assist in personal care needs.

Sec. 15-808. Personal liability; scope of employment.

(a) Employees acting within the scope of their employment shall be protected by the county and be free of any personal liability in carrying out the duties of their position.

(b) Subject to the rules of the county board, the county administrator may authorize the payment of all reasonable expenses which an officer or employee necessarily expends to defend himself or herself as to a personal liability growing out of the performance of official duties. This authorization does not extend to criminal charges filed against the employee.

Sec. 15-809. Drug- and alcohol-free workplace.

(a) *Policy.* The county shall maintain a drug- and alcohol-free workplace in conformance with the Drug-Free Workplace Act (41 U.S.C. 701 et seq.) and this section.

(b) The following are some examples of violations of the county's drug- and alcohol-free workplace policy:

- (1) Use of alcohol on county property, or working while under the influence of alcohol.
- (2) The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance on county property or being under the influence of any controlled substance while working. Nothing in the preceding sentence shall be considered to prohibit an employee from working while taking medications as prescribed by a health care provider licensed to prescribe such medications. ~~In determining the actions that will be taken against employees for violation of this policy, the department head shall take into account the following factors:~~

~~_____ a. The nature of the position held by the employee and the public's expectation of trust and integrity in the position;~~

~~_____ b. How the violation was discovered;~~

~~_____ c. The employee's length of service with the county;~~

~~_____ d. Any prior discipline for the same or a related offense;~~

~~_____ e. The employee's prior disciplinary history; and~~

~~_____ f. Such other factors as are relevant to the circumstances of the offense, the employee and the degree of discipline.~~

- (3) ~~In most instances, the first violation will result in immediate suspension from the job and a referral to the employee assistance plan, with successful completion of measures recommended to avoid a repeat violation (such as drug or alcohol rehabilitation) as a requirement to return to work. However, in positions of significant public trust, such as, but not limited to, teachers, deputy sheriffs, and Lakeland Health Care Center employees, a first offense may result in more-serious discipline, up to and including discharge.~~

~~_____ (c) The county reserves the right to address violations of the employee substance abuse policy on a case-by-case basis, up to and including termination.~~

~~(e) (d)~~ Employees shall be notified, as a condition of employment, that they must report any conviction under a criminal drug statute for violations occurring on or off county premises while conducting county business. A report of a conviction must be made to the director within five calendar days after the conviction.

~~_____ (e) A copy of the full employee substance abuse policy will be given to new employees during their orientation and will be available electronically for all employees to reference.~~

Sec. 15-810. Drug or alcohol testing.

(a) The county shall specify the positions in county service that require the incumbent to hold a valid commercial driver's license (CDL) to perform job duties. All employees required to hold a ~~CDL~~ CDL shall be subject to random drug testing for the presence of illegal drugs, inappropriate legal drugs, or alcohol in their systems.

(b) Persons applying for employment, ~~and current employees demoting, promoting or transferring~~ shall be subject to a drug and alcohol test. Refusal to submit to the test or a positive test result will result in immediate withdrawal of the employment offer.

(c) An employee may be required to complete drug and alcohol testing immediately following an on-the-job accident ~~or when there is reasonable suspicion to believe that the employee is using or is under the influence of drugs or alcohol.~~ or when the employee reports a work-related injury that results in any one of the following:

(1) Property damage in an amount in excess of \$500;

(2) A fatality or personal injury requiring treatment by a medical practitioner or provider where the injury may result or actually results in lost time other than the day of injury;

(3) Two or more accidents in a twelve month period regardless of the amount of property damage or extent of injury; or

(4) An accident which is preventable or otherwise attributed to the conduct of an employee without regard to the amount of damage or extent of injury.

(d) An employee will be required to undergo a drug/alcohol test whenever the county has reason to believe that the employee is using drugs or is under the influence or impaired by alcohol. The substance abuse policy outlines the criteria/indicators that meet the threshold for a reasonable cause test.

~~(d)~~ (e) The county will randomly test the following non-represented employee classifications for compliance with its drug-free workplace policy.

Department	Classification
Administration	County administrator
	Labor/employee relations director
Finance	Comptroller
	Deputy administrator - finance
	Finance manager
	Payroll and benefits manager
	Payroll assistant
	Payroll specialist

Information technology	Analyst - programmer
	Applications supervisor
	Desktop lead/server specialist
	Director - IT
	GIS analyst/programmer
	Help desk analyst
	Network specialist
	Supervisor of network/operations
Public works	Deputy county admin. - central services
Sheriff's office	Assistant jail administrator
	Captain
	Jail administrator
	Lieutenant
	Sheriff (elected)
	Undersheriff
	Corrections sergeant
Treasurer's office	Accountant
	County treasurer (elected)

- (1) The county treasurer and sheriff are encouraged to participate in the program but shall not be required.
- (2) For purposes of this section, random testing means a method of selection of employees for testing, performed by an outside third party. The selection will result in an equal probability that any employee from a group of employees will be tested. Furthermore, the county has no discretion to waive the selection of an employee selected by this random selection method. Employees who refuse to submit to a test are subject to immediate termination.

Sec. 15-811. Smoke-free workplace.

(a) *Policy.* It is the policy of the county to comply with all applicable federal and state regulations regarding smoking in the workplace. The county will regulate smoking in the workplace to provide a smoke-free work environment, while recognizing the rights of employees to use tobacco products in a legal manner. This section shall apply to county employees and all other persons using county buildings, facilities or vehicles.

(b) *Smoking restrictions.* Except as provided below, smoking shall be prohibited in all county-owned buildings and vehicles.

- (1) Smoking is permitted in the enclosed, outdoor jurors' smoking lounge located in the judicial facility by jurors in accordance with the state law and restrictions established by the sheriff.

(c) *Violations.* Any person who willfully violates this policy after being advised by an agent of the county that smoking in the area is prohibited is subject to a civil forfeiture as set forth in Wis. Stats. § 101.123(8)(a). In addition, any employee who violates smoking restrictions may be subject to disciplinary action.

Secs. 15-812--15-819. Reserved.

DIVISION 2.

DISCIPLINE

Sec. 15-820. Policy.

It is the policy of the county that all employees are required to comply with county policies, procedures and work rules which define standards of behavior and performance and that any noncompliance must be remedied. The county generally endorses a policy of progressive discipline in which it attempts to notify employees of performance or conduct deficiencies and provide an opportunity to improve. However, the county retains the right to administer discipline in any manner it sees fit, including the right to discharge for a first offense.

Sec. 15-821. Applicability.

This division shall apply to all employees of the county, excluding elected officers. Nothing in this division shall operate to modify the right of the county to terminate the employment of an at-will or probationary employee.

Sec. 15-822. Fairness and consistency standards.

Employee discipline shall be administered in a fair and consistent manner, taking into consideration any mitigating factors and the entire work record of the employee. ~~For most performance deficiencies, the following standards shall be used:~~

- ~~———— (1) *Notice.* The employee is notified of the standard for behavior and performance.~~
- ~~———— (2) *Work related standard.* The direct order or the standard for behavior or performance is work-related, except that off-duty misconduct that diminishes the public trust and confidence in the position may be considered.~~
- ~~———— (3) *Investigation.* An investigation to determine any noncompliance is completed before a decision to discipline is made.~~
- ~~———— (4) *Fair investigation.* An objective investigation is conducted, including the collection of facts, statements from witnesses, and a weighing of all factual evidence before a decision is made.~~
- ~~———— (5) *Proof.* The level of discipline is normally based on proof and the degree of noncompliance with~~

~~behavior or performance standards.~~

~~(6) *Equal treatment.* Progressive discipline generally provides similar treatment for similar offenses with similar circumstances.~~

~~(7) *Appropriate penalty.* The employee's entire work record and the relationship of the employee's noncompliance to the interests of the county shall be taken into consideration in deciding the appropriate disciplinary penalty. Where the nature of the offense or conduct is serious, not likely to be corrected by progressive discipline or in substantial disregard of the employing agency's purpose, dismissal may be the appropriate penalty.~~

Sec. 15-823. Progressive discipline procedures.

Management staff shall be responsible for progressive discipline decisions in conformance with administrative procedures promulgated by the county administrator. The director shall provide consultation to department management staff on disciplinary issues.

Sec. 15-824. ~~Right to representative.~~ Presence of another individual at employee's request.

~~An employee who is represented by a union shall have the right to request representation at any meeting in which the employee has a reasonable belief that he or she may be subject to discipline or other adverse consequences resulting from what he or she says. The meeting need not be unreasonably delayed because of the unavailability of the employee's preferred representative. An employee who is interviewed as a witness only shall not be entitled to representation.~~

(a) In the event an employee is called to a meeting with representatives of the county for the purpose of issuing discipline or discharge, or for the purpose of investigating circumstances which may lead to discipline or discharge, the employee may have another person present at the meeting.

(b) In the event the employee chooses to have another person present, the meeting may be delayed, at the discretion of the Employer, until another individual may be present but will not be unnecessarily delayed so that a particular individual may be present.

(c) The person chosen to be present may be a county employee, however the chosen employee will not be compensated for time spent in these meetings. A county employee may only attend meetings on their personal time such as a regularly scheduled day off, vacation or compensatory time off or after scheduled work hours.

Sec. 15-825. Compelled statement.

After consultation with and approval by the director or corporation counsel, an employee may, as part of a workplace investigation, be compelled to answer a question fully and completely as a condition of continued employment.

Sec. 15-826. Employee property rights.

~~_____ (a) _____ This section shall not apply to a probationary or at-will employee.~~

~~_____ (b) _____ Except as provided in subsection (a), an employee subject to suspension, involuntary demotion, termination, or other loss of property rights shall be given a hearing prior to the deprivation of property interests. The employee shall be given notice of the charges and time for hearing, evidence shall be received in the presence of the employee, and the employee shall be given the opportunity to present his or her defense.~~

~~_____ (c) _____ Upon appeal an employee having property rights shall be given a full evidentiary hearing with the right to contest the accuracy of the charges and the actions taken that resulted in the deprivation of property rights.~~

Sec. 15-826. Reserved.

Sec. 15-827. Administrative leave.

(a) Subject to approval by the county administrator, an employee may be placed on a paid leave of absence pending the completion of a workplace investigation involving the employee that may result in discipline of the employee or others.

(b) The employee's regular pay and benefits shall continue during the administrative leave on the same basis as if the employee had remained at work. During a paid administrative leave and during times when the employee would otherwise be at work, the employee may be required to remain at home and be available to answer phones calls and report to work if called.

(c) Administrative leave approved by the county administrator shall be for a period not to exceed the below-listed time limits:

(1) 30 days unless (2) applies.

(2) 90 days in the event a criminal investigation is pending with respect to the employee who is subject to the administrative leave.

(d) Approval of the human resources committee shall be required to extend the administrative leave for a period beyond the above-listed time limits.

Secs. 15-828--15-899. Reserved.

ARTICLE IX.

MISCELLANEOUS EMPLOYMENT PROVISIONS

DIVISION 1.

EMPLOYMENT RECORDS

Sec. 15-900. Privacy policy.

The county adopts the following privacy principles for the protection of employee personal data. "Personal data" means any information relating to an identified or identifiable individual.

- (1) Employees shall be provided information about county policies regarding the collection, use, and disclosure of personal data.
- (2) The collection and use of personal data shall be limited to that which is needed for valid employment purposes, to administer employee benefits, or to comply with law, and any such data will be obtained only by lawful and fair means.
- (3) Employees shall have the opportunity to review and correct their personal data.
- (4) The county shall not release personal data to third parties, unless:
 - a. The employee requests it;
 - b. The data is provided to help complete an employee-initiated transaction;
 - c. The disclosure is required by law; or
 - d. The employee has been informed about the possibility of such disclosure and the employee has decided to proceed with the transaction.
- (5) Personal data shall be protected from unauthorized access and disclosure, including limiting access to such data only to those employees with a business need to know.
- (6) These principles shall apply to all stored information, regardless of the specific technologies employed for data collection and use.
- (7) The county shall ensure that the destruction of any records containing personal data be done in a manner that protects personal data.

Sec. 15-901. How records are kept.

The director is designated as the records custodian for all employee records and shall have the authority to prescribe how employee records shall be prepared and maintained. The director shall establish administrative procedures, subject to approval of the county administrator, for dealing with requests from the public or from employees for access to employment-related records.

Sec. 15-902. Public records.

(a) The county is required under the state open records law to permit public inspection of certain records in an employee's personnel file. Except as redacted pursuant to subsection (b), records deemed "open"

include the following: appointment letter, awards and commendations received, continuing education record, current rate of pay and pay increases, leaves of absence (medical information redacted), moving expense record, transfer record, job description, reallocation notice, reclassification record, resignation letter, termination letter, layoff notice,

(b) The following information shall be redacted from employee records prior to permitting public inspection: home address, home electronic mail address, home telephone number, social security number, date of birth, sex, ethnic origin, disability, bank accounts, medical information and other HIPAA-protected health information.

(c) In addition to the records identified in subsection (b), the following records are closed: materials used to evaluate or screen an applicant; reference materials; disability-related records; EAP participation or enrollment; notice of involuntary dismissal; notice of reprimand or disciplinary action; performance evaluations or other comments or ratings of employees; probationary evaluation; I-9 form; or lists of participants, annuitants or beneficiaries under the retirement plan.

(d) The following records may be open and shall be handled on a case-by-case basis by the director: arbitration decisions, grievances, appeals, investigation materials of completed disciplinary matters, payroll-related documents, settlement agreements, or other employment records not specified in this section.

Sec. 15-903. Records open to employee.

Consistent with Wis. Stat. § 103.13 and within seven working days of a written request, an employee shall be permitted to inspect or copy his or her personnel records.

Sec. 15-904. Medical records.

Medical information, including FMLA medical certification forms, documentation of a disability, doctor's notes, drug or alcohol test, post-offer medical examinations, and worker's compensation records shall be stored in filing areas separate from the employee's personnel file. Access to medical records shall be restricted to authorized individuals in a need-to-know capacity.

Secs. 15-905--15-909. Reserved.

DIVISION 2.

EMPLOYEE GRIEVANCE PROCEDURE

Sec. 15-910. Purpose.

The purpose of this ordinance is to comply with the requirements of Sec. 66.0509 (1m) of the Wisconsin Statutes and to provide a procedure for employees to bring their work-related grievances to the attention of county officials and to resolve those grievances in an orderly manner.

Sec. 15-911. Definitions

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly gives a different meaning.

Arbitrary and capricious means unsupported by logic or necessary facts; irrational.

Discipline means an employment action that results in a written reprimand, suspension (with or without pay) and/or termination of employment. As used in this ordinance, it shall not include the following:

- (1) Oral or written warnings;
- (2) Actions taken to address work performance, including use of a plan of correction or performance improvement plan;
- (3) Performance evaluations or reviews;
- (4) Documentation of employee acts and/or omissions in an employment file;
- (5) Paid administrative leave pending an investigation;
- (6) Wage, benefit or salary adjustments not related to discipline;
- (7) Counseling sessions, investigations or other pre-disciplinary action.

Employee means all employees of the county unless such employee works under a collective bargaining agreement that contains a grievance procedure.

Grievance means a work-related complaint, including subjects such as discipline, termination, workplace safety and alleged violations of county ordinances or administrative procedures.

Law enforcement officer means a person employed by the county for the purpose of detecting and preventing crime and enforcing laws or ordinances, who is authorized to make arrests for violations of the laws or ordinances which he or she is employed to enforce.

Termination means the involuntary separation of employment.

Workplace safety means a condition of employment related to the physical health and safety of an employee. It includes, but is not limited to, the safety of the physical work environment, provision of protective equipment, safety training, the safe operation of workplace equipment and tools, and accident risk and workplace violence prevention. It does not include general working conditions that are unrelated to physical health or safety, including, but not limited to, compensation, performance reviews, work schedules, hours of work, breaks, overtime, sick leave, family or medical leave or vacation scheduling.

Sec. 15-912. Limitations.

(a) A grievance that may be brought by or on behalf of a law enforcement officer using the procedure specified in Sec. 59.26(8) may not be brought under this section.

(b) A complaint alleging harassment shall be made utilizing procedures set forth in county administrative procedures.

(c) The termination of a Department Head appointed by the County Administrator pursuant to Sec. 59.18 of the Wisconsin Statutes may not be grieved pursuant to this Division.

Sec. 15-913. Administration.

The County Administrator shall implement this ordinance and shall be authorized to adopt administrative procedures consistent with this ordinance.

Sec. 15-914. Procedure.

An employee with a grievance related to his or her employment shall first attempt to resolve the issue, informally, with his or her supervisor. In the event the matter is not resolved, the employee may proceed following the procedures set forth herein.

Sec. 15-915. Step 1 – Written grievance filed with department head.

(a) Grievances must be in writing and filed with the department head not later than fifteen (15) days after the employee knew, or should have known, of the events giving rise to the grievance.

(b) The department head will investigate the grievance and inform the employee of his or her decision within fifteen (15) days of receipt of the grievance.

Sec. 15-916. Step 2 – Review by labor/employee relations director.

(a) The employee may file a written appeal of the department head's decision with the director within fifteen (15) days following receipt of the department head's decision pursuant to Sec. 15-915(b).

(b) The director will investigate the grievance and provide a written response to the grievant within thirty (30) days.

(c) If the grievance pertains to a subject other than discipline, termination or workplace safety, and the grievance is not resolved pursuant to (b), the matter shall be referred to the County Administrator. The County Administrator will investigate the grievance and provide a written response to the grievant. The decision of the County Administrator shall be final. If the grievance pertains to discipline, termination or workplace safety, and the matter is not resolved pursuant to (b), the grievant may proceed to step 3.

Sec. 15-917. Step 3 – Impartial hearing officer.

(a) The grievant may file an appeal of the director's response to an Impartial Hearing Officer by giving written notice to the director within fifteen (15) days of the issuance of the director's response.

(b) The director shall select the Impartial Hearing Officer. The Impartial Hearing Officer must not be an employee of the county. The Impartial Hearing Officer may be an employee of another county or

municipality, a retired human resources professional, a lawyer, a professional mediator/arbitrator or other qualified individual. The cost of the Impartial Hearing Officer will be the responsibility of the county.

(c) The Impartial Hearing Officer may decide the case upon the existing record or may conduct a hearing. In the event a hearing is conducted, an audio or audio and video recording shall be made and filed with the director for safe-keeping.

(d) The Impartial Hearing Officer will determine whether the county's action was arbitrary and capricious. If the action was not arbitrary and capricious, then the Impartial Hearing Officer shall find on behalf of the county. If the action was arbitrary and capricious, then the decision shall be for the grievant. The grievant shall have the burden of proof.

(e) The Impartial Hearing Officer shall provide a written decision within thirty (30) days following the close of the record. The written decision should include the following:

- (1) The parties and appearances;
- (2) Findings of facts;
- (3) The final decision and remedy (if any);
- (4) Rationale in support of the decision; and,
- (5) Any other information the Impartial Hearing Officer deems appropriate.

Sec. 15-918. Step 4 – Review by county board.

(a) The non-prevailing party may file a written request for review of the Impartial Hearing Officer's decision by the county board within fifteen (15) days of issuance of the decision by filing a written notice of appeal with the County Clerk. The written notice of appeal must contain a statement explaining the reason for the appeal.

(b) The appeal will be placed on the agenda for the first county board meeting that is held at least fifteen (15) days after the county clerk receives a written notice of appeal. If the appeal involves discipline or dismissal, the appeal will be noticed for consideration in closed session pursuant to Sec. 19.85(1)(b) of the Wisconsin Statutes, unless the grievant, at the time of filing the request for review, indicates to the County Clerk that he or she wishes to have the matter conducted in open session.

(c) The county board shall review the record and will not take additional testimony or evidence. The county board shall decide whether or not the record supports the decision of the Impartial Hearing Officer. In the event the county board does not sustain the Impartial Hearing Officer's decision, then the Board must render a new decision and remedy (if finding for the grievant) limited to:

- (1) Modification of the written reprimand;
- (2) Reversal/reduction of suspension days;

- (3) Reversal or modification of termination stating if the reinstatement will include back pay; and
- (4) The appropriate remedy for a safety violation.

(d) The county board shall decide the matter by majority vote of the members present and the decision is final and may not be appealed.

(e) The county board chair shall cause to be prepared, a written determination reflecting the county board's decision whether the grievance is sustained, denied or modified. A copy of the determination will be provided to the employee within fifteen (15) days following the county board's decision.

Sec. 15-919. General requirements.

(a) Grievance meetings and hearings that are held during the employee's off-duty hours will not be compensated. The county is under no obligation to schedule meetings or hearings during an employee's work time.

(b) All grievances shall be personal to the employee filing the grievance. "Class action" filings are not permitted.

(c) For purposes of the Division, time shall be computed pursuant to Sec. 990.001(4) of the Wisconsin Statutes.

Sec. 15-920. Representation.

The grievant shall have the right to a representative during the grievance procedure at the grievant's expense. The representative shall not be a material witness to the dispute. If the representative is a county employee, he or she will not be compensated for time spent in grievance matters as a representative. A county employee acting as a representative may only attend meetings on their personal time such as a regularly scheduled day off, vacation or compensatory time off or after scheduled work hours.

Secs. 15-921--15-999. Reserved.

Article X. Lakeland Education Association

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ARTICLE X.

DIVISION 1.

IN GENERAL

Sec. 15-1000. Purpose.

The purpose of this article is to address specific employment policies for members of the Lakeland Education Association. If an employment policy is not addressed in this article, the previous articles of Chapter 15 shall apply.

Sec. 15-1001. Probationary period.

(a) *Length of probationary period.* New teachers shall serve a three-year probationary period. Probationary teachers may be non-renewed without just cause and probationary teachers will not have recourse to the grievance process for non-renewal.

(b) *Extension of the probationary period.* A probationary period may be extended at the discretion of the Walworth County Children with Disabilities Education Board (WCCDEB). Employment shall be terminated if the employee rejects an offer of an extended probationary period. Any terms and conditions that applied to the employee during the probationary period shall continue during the extended probationary period.

Sec. 15-1002. Teacher evaluation

(a) The evaluation process is as follows:

(1) All monitoring or observation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher. The use of eavesdropping, public address or audio systems and similar surveillance devices will be strictly prohibited.

- a. Staff members will be given a performance development plan (PDP) form with a professional growth summary to complete prior to the formal evaluation at the start of each school year.
- b. Formal observation to include, but not limited to, any aspect of a teacher's day.
- c. Informal meeting after observation for information sharing.

d. Formal meeting after the evaluation to discuss the PDP.

(2) Teachers on probation will have two evaluations a year during each year of their probationary period.

(3) No evaluations will be placed in the teacher's file unless the teacher has had the opportunity to read the evaluation. The teacher will acknowledge that he/she has read the evaluation by affixing his/her signature on the copy to be filed. The administrator or designee may write up any class visits and if a copy of the evaluation is to be placed in the teacher's file, the teacher will receive a copy of the evaluation and sign the evaluation. If such evaluations indicate deficiencies, the teacher will be given supervisory help.

(b) Teachers are encouraged to discuss any class visit with the Administrator or designee, and may have the opportunity to respond in writing to the evaluation report.

Sec. 15-1003. Seniority.

(a) Seniority shall be considered, but will not be the determining factor, in promotions, demotions, layoffs, recall from layoff, vacations and transfers where the employee is able to perform the work.

(b) If two or more employees are hired on the same date, seniority shall be determined by a drawing of names.

(c) No later than February 1st of the current school year a seniority list will be developed by certification and length of teaching service.

Secs. 15-1004—15-1009. Reserved.

DIVISION 2.

VACANCIES AND TRANSFER

Sec. 15-1010. Initial placement.

The Administrator will assign all newly appointed personnel to their specific positions which will be within that subject area and/or grade level for which the teacher is certified and has been appointed by the WCCDEB.

Sec. 15-1011. Voluntary transfer and reassignment.

(a) At the end of the first pay period after April 15 the Administrator will inform all personnel of any known vacancies for the next school year. At the same time they will be notified of vacancies for summer school and the WCCDEB policy for hiring for summer school.

(b) Personnel shall be informed of new teaching positions by posting the vacancy on the county web site and the DPI web site.

(c) The notice of vacancies and new positions shall contain the type of program, location, starting date and closing date for applications.

(d) Such requests for transfers and reassignments shall be within the teacher's area of certification. Personnel who desire a change in program, grade and/or subject assignment, shall file a written statement of such desire with the Administrator and will receive written notification within ten (10) school days upon receipt of the transfer and reassignment request.

(e) In the determination of requests for voluntary reassignments and/or transfers, the wishes of the individual teacher will be honored and first consideration will be given to those already in the system who are qualified to the extent that they do not conflict with the requirements and best interests of the school system.

Sec. 15-1012. Involuntary transfer and reassignment.

Notice of an involuntary transfer or reassignment will be given to the teacher as soon as possible. Such transfers or reassignments shall be within the teacher's area of certification.

Sec. 15-1013. Vacancies.

All vacancies will be adequately publicized by the administrator in accordance with the following procedure:

- (1) When school is in session, a notice will be posted as far in advance as practicable. Employees who desire to apply for such vacancies will submit their electronic application within the time limit specified in the notice.
- (2) All qualified employees will be given adequate opportunity to make application for such positions, and the WCCDEB agrees to give due weight to the professional background and attainments of all applicants and other relevant factors. In filling such vacancies, full consideration will be given to qualified employees already employed by the WCCDEB, however, management retains the right to hire the most qualified candidate. Applicants will receive written notification of the WCCDEB's decision.

Secs. 15-1014—15-1019. Reserved.

DIVISION 3.

TERMINATION/LAYOFF AND RECALL

Sec. 15-1020. Dismissal or non-renewal of contract.

(a) No teacher will be discharged, non-renewed, disciplined, reprimanded, or reduced in rank or compensation, without just cause.

(b) A teacher who has been notified of a recommendation for dismissal or non-renewal of contract may process this as per §118.22 (2) and (3), Wisconsin Statutes.

Sec. 15-1021. Notice of retirement/resignation.

An employee deciding to retire/resign from employment shall submit their notice of retirement/resignation to the WCCDEB in writing by March 15th. The March 15th date may be waived by agreement of management.

Sec. 15-1022. Layoffs.

(a) If necessary to decrease the number of full or part time positions within programs (industrial arts, learning disabilities, etc.) or levels (primary, etc.) of instruction of the WCCDEB, the WCCDEB may fully or partially layoff the necessary number of employees. (Part-time employees will not be covered under this section unless their present contract is reduced by more than 50%).

(b) Employees will be identified for layoff, within programs and levels of instruction, based upon organizational need and experiences required. In the event the WCCDEB anticipates that layoffs will be necessary, the employee(s) so affected will be notified by registered mail on or before June 15 which is for the first semester, or December 15 which is for the second semester.

Sec. 15-1023. Recall from layoff.

(a) The WCCDEB shall notify employees in writing by means of registered mail of their selection through recall within five workdays after it has occurred. No employee may be prevented from securing other employment during the period he/she is laid off under this subsection. Such employees shall be recalled in inverse order of their being laid off, in order of organizational need and experiences required, for such vacancies that shall occur in which they are certified for a period of one year following the layoff. Within ten (10) workdays after an employee is notified by registered letter of recall, the employee must advise the WCCDEB in writing that he/she accepts the position offered by the WCCDEB. It shall be the responsibility of each employee on layoff to keep the WCCDEB advised of his/her current address.

(b) Any and all recall rights granted to an employee on layoff shall be terminated upon such employee's failure to accept within ten (10) workdays any certifiable position substantially equivalent in hours to that from which the employee was laid off, offered to him/her by the WCCDEB.

(c) A full-time employee on layoff status may refuse recall offers of part time, substitute or other temporary employment without loss of rights to the next available full time position for which the employee is certified.

(d) Full-time employees on layoff status shall not lose rights to a full time position by virtue of accepting part time or substitute appointments with the WCCDEB.

Sec. 15-1024. Recommendations.

In the event that the WCCDEB reduces or discontinues services, the Administrator will provide recommendations and personal contacts with prospective employers at the request of the employee.

Secs. 15-1025—15-1029. Reserved.

DIVISION 4.

WORKING CONDITIONS

Sec. 15-1030. School calendar.

The yearly school calendar will be developed between the WCCDEB and the Association. The school term shall commence on or after September 1, or as otherwise permitted by law, and shall include the minimum number of school days meeting state standards. When school is closed by order of the school district administrator or the Director of Special Education because of inclement weather and teachers are not required to report, teachers shall be required to make up days necessary to meet the current 190-day teacher contract requirement.

Sec. 15-1031. Work day.

(a) Full time teachers assigned at Lakeland School shall follow a 40 hour work week. Exceptions to this will be the current practice of Fridays, days before holidays, the day before scheduled conventions, and staff meetings. Staff meetings and other meetings called by the Administration will be attended by faculty members so designated. Every effort will be made to call meetings 48 hours in advance.

(b) Hours for the Lakeland School teachers will be from 7:30 a.m. to 3:30 p.m. The parties may mutually agree to a flexible work schedule arrangement to allow for groups or individuals to use their time most efficiently and/or effectively.

(c) Teachers assigned to one of the school districts served by WCCDEB shall follow the calendar, work schedules and preparation time practices of the assigned districts.

Sec. 15-1032. Preparation time.

All teachers are entitled to preparation time each day. Preparation time is defined as non-student contact time during the work day. A teacher may choose to use his/her preparation time to test students or to work with a student(s).

Secs. 15-1033—15-1039. Reserved.

DIVISION 5.

COMPENSATION

Sec. 15-1040. Placement on salary schedule.

Teachers will be paid according to the salary schedule in terms of experience and credit. Administration retains the latitude to place an employee on the schedule based on education and/or experience, in coordination and with the approval of the director.

Sec. 15-1041. Change in salary.

(a) Adjustment in placement on the salary schedule due to increased credits will be made yearly. Verification through receipt of a university transcript must be received prior to September 1st of each teacher year.

(b) All present teachers, as of the 1997-98 school year, may advance to the B36 lane without obtaining a Master's degree. Employees hired after the 1997-1998 school year must obtain a Master's degree in order to advance to the B36 lane.

Sec. 15-1042. Outside experience.

Credit on the salary schedule for experience outside of the school system shall be granted as follows:

- (1) Experience in special education including speech therapy outside the employment of the WCCDEB will be evaluated by the Administrator as an agent of the WCCDEB and full credit not to exceed five (5) years will be granted to teachers having had experience in a special education program certified by the Department of Public Instruction.
- (2) All experience in special education, as noted in item (1) above, beyond five (5) years will be evaluated as indicated in item (1) and credit granted at the rate of 1/2 year for each year taught, the total of which is not to exceed ten (10) years.
- (3) Teaching experience outside of special education, i.e. conventional classroom, will be granted at the rate of 1/2 year for each year taught, not to exceed six (6) years.

Sec. 15-1043. Credit for salary schedule advancement.

(a) The term "credit" as used herein shall be defined as a semester hour. Conversion from quarter hours to semester hours shall be made via quarter hours x 2/3 = semester hours.

(b) All approved credits prescribed by the university for a degree program and those credits pertinent to the teacher's field, graduate or undergraduate, shall apply to advancement on the salary schedule with the approval of the Administrator.

(c) *PI-34 Schedule Advancement.* Teachers who are under PI-34 licensure and who obtain renewal of their license through a Professional Development Plan (PDP) will be compensated with the equivalent of six (6) credits on the salary schedule for each PI-34 PDP cycle completed. If during their five (5) year PDP renewal they have taken 6 credits, and advanced at least one lane, they will not be given any additional credits towards advancement when the PDP is completed. A Master's Degree must be obtained in order to advance to the M6 lane or beyond. These credits will be recorded as PI-34 Credits. Under no circumstances will reimbursement under 15-1044 be given for these PI-34 credit advancements.

Sec. 15-1044. Course approval.

(a) Courses taken for remuneration, advancement on the established salary schedule and/or for degree programs must be approved by the Administrator prior to beginning of each course.

(b) The WCCDEB will reimburse teachers for a maximum of six (6) approved credits at the actual cost of tuition, not to exceed \$450 per credit every five (5) years, beginning with the date of their most recent license renewal. Reimbursement for credits is based on the school year, including summer school of the year just completed.

(c) Approval for credits will only be granted for courses taken at an accredited college, university, 2-year college or technical college. The teacher may be required to show proof that courses offered at a 2-year college or technical college are equivalent to those offered at a university.

Sec. 15-1045. Miscellaneous compensation.

(a) In addition to base salary, the WCCDEB shall pay compensation for additional job assignments if made and approved by the Administrator as prescribed herein. WCCDEB policies regarding these items will remain in effect.

- (1) Lunchroom duties - \$3.84 per student day;
- (2) Special Olympics - \$584.39 per contract year for two people;
- (3) Supervision of student activities on a non-contract day - \$38.12 per day;
- (4) Summer school and/or homebound instruction - \$19.07 per hour;
- (5) PI-34 mentor - \$300 per contract year.

Sec. 15-1046. Payroll period/payment of contract.

(a) The payroll schedule for Lakeland Education Association members will normally be based on a 26 payment schedule with each payment equal to 1/26th of the annual salary. In years where the calendar contains 27 payments, each payment will be equal to 1/27th of the annual salary. The county retains the right to alter the payment schedule as needed, by communicating to employees any changes.

(b) An employee who terminates their employment at the end of a school year (regardless of the reason for termination) shall receive a payout of the balance of their contract, in addition to any severance pay they are entitled to pursuant to 15-338, on their check covering the period of their last day worked.

Sec. 15-1047. Retroactivity.

Retroactivity will be paid for all active and retired teachers who retired during the term of the collective bargaining agreement. Retroactivity will not be paid for teachers who quit. Retired teacher is defined as one who upon leaving the employ of the County immediately began to receive a retirement or disability annuity from the Wisconsin Retirement System (WRS). Teachers who resign to take a position with one of the 15 school districts in the County who participated in the Intergovernmental Agreement, or a teacher whose position is absorbed into a district and the employee is not absorbed with the position, will not be considered a quit for purposes of this section.

Sec. 15-1048. Long term substituting.

Certified substitutes who have substituted in the same classroom for more than 30 continuous school days will be paid at the same rate as a teacher with a B.A. at Lane A, Step 1 on the salary schedule for the days worked over 30.

Sec. 15-1049. Reserved.

DIVISION 6.

ACCRUED BENEFITS

Sec. 15-1050. Sick leave.

(a) All full-time employees hired before January 1, 2012 shall be entitled to sick leave at the rate of eleven (11) days per teacher contract year. Any unused sick time will remain in the bank and the sick bank shall have no limit.

(b) All full-time employees hired on or after January 1, 2012 shall be entitled to sick leave at the rate of five (5) days per teacher contract year, up to a total bank limit of 80 hours.

(b) Two sick days per year may be used as personal days. Personal days shall be taken in a minimum of four hour increments for full time teachers. The employee shall make a request in writing to the Special Education Director or designee as far in advance as possible for each day. When advance notice is not

possible, the employee shall make a phone call with a follow up letter. Administration may limit the number of teachers on personal leave on any given day. Part time teachers' sick leave and personal leave will be pro-rated.

(c) Each employee who has earned sick leave shall be eligible for sick leave for any period of absence from duty which is due to his/her illness, bodily injury or exposure to contagious disease.

(d) The administrator may require a medical certificate to justify the granting of sick leave that is over three days duration.

(e) Sick leave severance pay shall only apply to those employees who were hired prior to April 26, 2000 and who elected to retain the cash severance pay in lieu of health insurance credits for unused sick leave. Employees retaining the cash severance pay benefit shall be paid one-half (1/2) of all unused accumulated days of sick leave at their daily rate of pay upon termination of employment or death up to a maximum of forty-five (45) days (three hundred sixty (360) hours).

Secs. 15-1051—15-1059. Reserved.

DIVISION 7.

RETIREE HEALTH INSURANCE

Sec. 15-1060. Retiree health insurance.

(a) *Retiree health insurance for employees hired prior to October 10, 2006.* An employee who is at least age 57 and who has completed 20 years of service with WCCDEB shall receive employer-paid single health insurance coverage under the group for five (5) years. The retiree may elect to continue family coverage and shall be responsible for paying the difference between a single plan and a family plan. Any member insured under the plan is required to enroll in Medicare when first eligible to enroll. A member enrolled in Medicare shall remain insured under the plan with the same level of covered benefits as non-Medicare members. Upon death of a retiree within the first 5 years of retirement, the remainder of the 5-years of employer-paid premiums shall continue for the surviving spouse provided family coverage was maintained by the retiree.

(b) *Health insurance credits for unused sick leave.* This section shall apply to all new employees hired between April 26, 2000 and October 10, 2006, and to those employees hired prior to April 26, 2000 who have elected to waive their rights to cash sick leave severance pay pursuant to 15-1050(e).

- (1) Accumulated unused sick leave of any eligible employee shall, at the time of death, or upon qualifying for an immediate retirement or disability annuity under Wisconsin Retirement, be converted, at 60% (sixty percent) of the employee's basic pay rate in effect immediately prior to termination, to credits for payment of health insurance premiums on behalf of the employee or the employee's surviving insured dependents for continuation of coverage in the County group health insurance plan. The monthly premium for any eligible employee who is insured at the time of termination, or for the

surviving insured dependents of an eligible employee who is deceased, shall be deducted from the credits until the credits are exhausted.

- (2) Upon conversion of an employee's unused sick leave credits under this section, the employee or the employee's surviving insured dependents may elect to delay initiation of deductions from these credits for up to 10 years after the date of the conversion if the employee or surviving insured dependents are covered by a comparable health insurance plan or policy in effect on the date of conversion and remaining in effect until the date on which the employee or surviving insured dependents later elect to initiate deductions from those credits. A health insurance plan or policy is considered comparable if it provides hospital and medical benefits that are substantially equivalent to the County group health insurance plan.
- (3) An employee or an employee's surviving insured dependents may elect to delay and later initiate deductions from the employee's sick leave credits only once. If deductions are delayed and later initiated, the health insurance coverage of the employee or surviving insured dependents is effective on the first day of the month following 30 days from the date that the County Human Resources Department receives written notice of the employee's or surviving insured dependents' later election to initiate the deductions. Late enrollment provisions requiring a health statement application and restrictions for pre-existing conditions will be waived for the employee and for those dependents who were named as insured under the employee's health insurance plan at the time of termination or death.
- (4) Health insurance credits shall be held in an interest-bearing trust account and interest shall be credited to individual accounts monthly. Upon the death of the employee (retiree), and if there are no surviving insured dependents, the credits shall revert back to the County.

Sec. 15-1061. Early retirement opportunity.

Due to the phasing out of off campus services by the end of the 2015-2016 school year, the county will offer the following early retirement opportunity each school year, ending with the 2015-2016 school year. To be eligible, a teacher:

- (1) must be an employee during the entire school year;
- (2) be age 55 or older, with 15 continuous years of service with WCCDEB no later than June 30th of the school year in which they are retiring;
- (3) must give notice in writing no later than February 1st (date may be waived by agreement of administration) of the school year in which they are retiring of their irrevocable decision to voluntarily retire at the end of the current school year (all necessary paperwork to be completed by that date); and
- (4) eligible employees, who give timely notice of voluntary retirement as described above, will be immediately eligible for the normal early retirement benefit of five (5) years single health insurance coverage paid for by the County, as set forth in Sec. 15-1060 (a).

~~The employee will be required to pay the normal monthly employee portion of the premium then in effect.~~

DIVISION 8.

OFF CAMPUS SERVICES

Sec. 15-1070. Purpose.

The purpose of this division is to address the phasing out of off-campus services by the end of the 2015-2016 school year and what will happen to an employee who is laid off directly as a result of the phasing out.

Sec. 15-1071. Involuntary layoff.

In the event an employee is involuntarily laid off directly as a result of the Counties' decision to phase out WCCDEB off-campus services, the employee will be eligible for the following severance benefits:

- (1) *Severance Pay.* Eligible employees laid off as described above shall be paid severance pay based upon the following formula:

For each year of service, an eligible employee will be given \$1.00 for each year of service multiplied times the number of banked sick days. This amount will be capped at \$2,000 per person (e.g., 15 years of service with 100 sick days shall be paid $\$15.00 \times 100 = \$1,500.00$.)

- (2) *Layoff Assistance.* An employee who has received written notice of layoff shall be granted the following until the effective date of the layoff:
 - a. Up to forty (40) hours' time without loss of pay for:
 - (1) Job interviews and examinations; and/or
 - (2) Attendance at job training
 - b. Use of office equipment and supplies where available;
 - c. Letters of recommendation, provided in a timely manner.

In the case of job search activities which require the employee to be absent from the worksite, the employee shall give the Employer at least five (5) workdays notice, where possible.

- (3) *Health Insurance Coverage.* Single health insurance shall be paid for one full calendar year following the layoff of an employee. This coverage will continue from September 1 of the year of layoff until the following year August 31. The employee will be required to pay the normal monthly employee portion of the premium then in effect. Such coverage shall terminate if an employee is covered by, or eligible for, group health insurance coverage by another employer.

The employee's eligibility for COBRA coverage will run concurrent with this extended health insurance coverage.

- (4) *Early Retirement.* Employees laid off as described above who are eligible for, and take, the early retirement health insurance benefits under sec. 15-1061 will not be eligible for the health insurance severance benefits under 15-1071(3).

Secs. 15-1072—15-1099. Reserved.

Article XI. AFSCME Local 1925 – Highway Employees

Division 1. In General

Sec. 15-1100 Purpose.
Secs. 15-1101—15-1109. Reserved.

Division 2. Licensure

Sec. 15-1110 Commercial driver's license.
Sec. 15-1111 Hazardous materials endorsement.
Sec. 15-1112 Loss of commercial driver's license.
Secs. 15-1113—15-1119. Reserved.

Division 3. Compensation

Sec. 15-1120 Call-in pay.
Sec. 15-1121 Tool allowance.
Sec. 15-1122 Temporary assignment – higher pay range.
Sec. 15-1123 Temporary assignment – superintendent/assistant superintendent.
Sec. 15-1124 Longevity bonus.
Secs. 15-1125—15-1129. Reserved.

Division 4. Accrued Benefits

Sec. 15-1130 Vacation accrual change.
Sec. 15-1131 Vacation scheduling.
Secs. 15-1132—15-1139. Reserved.

Secs. 15-1140 – 15-1199. Reserved

ARTICLE XI.

DIVISION 1.

IN GENERAL

Sec. 15-1100. Purpose.

The purpose of this article is to address specific employment policies for members of AFSCME local 1925, the Walworth county highway employees. If an employment policy is not addressed in this article, articles I-IX of Chapter 15 shall apply.

Secs. 15-1101—15-1109. Reserved.

DIVISION 2.

LICENSURE

Sec. 15-1110. Commercial driver's license.

All employees are required to maintain a valid commercial driver's license, including a tanker endorsement.

Sec. 15-1111. Hazardous materials endorsement.

The deputy county administrator – central services shall determine, based on legal requirements, the number of positions that are required to hold a hazardous material endorsement. Employees shall be selected for the hazardous material endorsement with due consideration to their normal job assignments. The cost of maintaining the hazardous material endorsement shall be an employee cost.

Sec. 15-1112. Loss of commercial driver's license.

An employee whose commercial driver's license is suspended or revoked will be terminated.

Secs. 15-1113—15-1119. Reserved.

DIVISION 3.

COMPENSATION

Sec. 15-1120. Call-in pay.

An employee called upon to work outside of his regular work schedule shall receive a minimum of two (2) hours work or pay. The employee may be required to work the full two (2) hours.

Sec. 15-1121. Tool allowance.

(a) The county will pay a yearly tool allowance of up to \$400.00 to all mechanics and the shop lead

worker, if working more than 50% of the time as a mechanic, provided the employee furnishes a receipt for purchases made in the calendar year.

(b) The county will purchase, on behalf of each mechanic and the shop lead worker, a policy insuring the employee’s personal tools, up to a maximum of \$75,000.

Sec. 15-1122. Temporary assignment – higher pay range.

An employee temporarily assigned to a position in a higher pay range shall be paid at their same step in the higher pay range from the beginning of the assignment.

Sec. 15-1123. Temporary assignment – superintendent/assistant superintendent.

An employee temporarily assigned for one (1) week or more to replace a superintendent or assistant superintendent shall be paid an “in-charge” premium of \$1.40 per hour. The standard workday will not be less than eight (8) hours and the premium will only be paid on productive work hours.

Sec. 15-1124. Longevity bonus.

(a) Employees hired prior to January 1, 2012 shall receive a longevity bonus payment. The bonus payment will be based upon the hourly longevity benefit an employee received and the FTE of the position they held as of December 31, 2011:

Benefit as of 1-1-12	1.00 FTE Yearly Benefit*	1.00 FTE Bi-weekly Benefit	.75-.99 FTE Yearly Benefit*	.75-.99 FTE Bi-weekly Benefit	.50 - .74 FTE Yearly Benefit*	.50 - .74 FTE Bi-Weekly Benefit	.16 - .49 FTE Yearly Benefit*	.16 - .49 FTE Bi-Weekly Benefit
\$0.00 - \$0.04	\$50.00	\$1.93	\$37.50	\$1.45	\$25.00	\$0.97	\$12.50	\$0.49
\$0.05 - \$0.09	\$150.00	\$5.77	\$112.50	\$4.33	\$75.00	\$2.89	\$37.50	\$1.45
\$0.10 - \$0.14	\$250.00	\$9.62	\$187.50	\$7.22	\$125.00	\$4.81	\$62.50	\$2.41
\$0.15 - \$0.19	\$350.00	\$13.47	\$262.50	\$10.10	\$175.00	\$6.74	\$87.50	\$3.37
\$0.20 - \$0.24	\$450.00	\$17.31	\$337.50	\$12.99	\$225.00	\$8.66	\$112.50	\$4.33
\$0.25 - \$0.29	\$550.00	\$21.16	\$412.50	\$15.87	\$275.00	\$10.58	\$137.50	\$5.29
\$0.30 - \$0.34	\$650.00	\$25.00	\$487.50	\$18.75	\$325.00	\$12.50	\$162.50	\$6.25
\$0.35 - \$0.39	\$750.00	\$28.85	\$562.50	\$21.64	\$375.00	\$14.43	\$187.50	\$7.22
\$0.40 - \$0.41	\$850.00	\$32.70	\$637.50	\$24.52	\$425.00	\$16.35	\$212.50	\$8.18

*Approximate benefit. Total annual benefit will vary slightly based on rounding and number of pay periods in the year.

(b) To receive the bi-weekly payment an employee must have worked during the pay period. An employee on unpaid leave will not receive the benefit for a pay period where no compensation is earned.

(c) This benefit ceases at the time an employee terminates their county employment. If an employee terminates during the year, the employee will not be made whole for the annual benefit.

(d) Employees hired on or after January 1, 2012 are not eligible for this benefit.

Secs. 15-1125—15-1129. Reserved.

DIVISION 4.

ACCRUED BENEFITS

Sec. 15-1130. Vacation accrual change.

(a) Effective January 1, 2012, highway employees will see a change in their vacation accrual method. In place of the bi-weekly accruals going into the “not available” bank and the entire bank being moved into the “available” bank on their anniversary date, the bi-weekly accruals will go into the “available” bank.

(b) To transition to the new system, all hours in the “not available” bank will be moved into the “available” bank as of January 1, 2012. Employees will be allowed to exceed the maximum accruals limit as set forth in 15-513(b) and will continue to add future accruals for a limited time. Employees will be allowed to continue to accrue above the maximum limit as well as bring their vacation bank down below the limit no later than June 30, 2012 by taking the hours as scheduled time-off. Any remaining time over the maximum accrual limit as of June 30, 2012 will be paid out on the July 6, 2012 paycheck.

(c) After June 30, 2012, if an employee is at their maximum accrual limit no additional benefits will accrue until the balance falls below the maximum accrual limit.

Sec. 15-1131. Vacation scheduling.

Vacations shall be scheduled for a minimum of a “half-shift” (defined as pre-lunch period or post-lunch period). Emergency absences of less than a “half-shift” may be charged against vacation at the sole discretion of and approval by management.

Secs. 15-1132—15-1139. Reserved.

Article XII. AFSCME Local 1925A – Lakeland Health Care Center Employees

Division 1. In General

Sec. 15-1200 Purpose.
Secs. 15-1201—15-1209. Reserved.

Division 2. Accrued Benefits

Sec. 15-1210 Vacation scheduling – nursing department.
Secs. 15-1211—15-1219. Reserved.

Division 3. Compensation

Sec. 15-1220 Hire above minimum – certified nursing assistants.
Sec. 15-1221 Standby pay.
Sec. 15-1222 Shift differential.

Sec. 15-1223 Weekend differential.
Sec. 15-1224 Longevity bonus.
Secs. 15-1225—15-1229. Reserved.

Secs. 15-1230 – 15-1299. Reserved

ARTICLE XII.

DIVISION 1.

IN GENERAL

Sec. 15-1200. Purpose.

The purpose of this article is to address specific employment policies for members of AFSCME local 1925A, the lakeland health care center employees. If an employment policy is not addressed in this article, articles I-IX of Chapter 15 shall apply.

Secs. 15-1201—15-1209. Reserved.

DIVISION 2.

ACCRUED BENEFITS

Sec. 15-1210. Vacation scheduling – nursing department.

Vacations in the nursing department shall be scheduled in increments of four (4) or eight (8) hours at a time, following the rules of the vacation request procedure at lakeland health care center. Emergency absences of less than four (4) or eight (8) hours may be charged against vacation at the sole discretion of and approval by management.

Secs. 15-1211—15-1219. Reserved.

DIVISION 3.

COMPENSATION

Sec. 15-1220. Hire above minimum – certified nursing assistants.

Certified nursing assistants who have the following verifiable experience may be eligible to be hired above the minimum pay rate with the approval of the lakeland health care center administrator and labor/employee relations director:

<u>Verifiable experience:</u>	<u>Starting rate:</u>
Two (2) years of long term care facility experience working at least 20 hours per week.	Two (2) year wage rate
Ten (10) years of long term care facility experience working at least 20 hours per week.	Five (5) year wage rate
Fifteen (15) years of long term care facility experience working at least 20 hours per week.	Seven (7) year wage rate
Twenty+ (20+) years of long term care facility experience working at least 20 hours per week.	Ten (10) year wage rate

Sec. 15-1221. Standby pay.

An employee required to be available to report for work at any time during a designated standby period shall be paid the following during said standby period:

- (1) \$1.50 per hour, not on a holiday
- (2) \$2.00 per hour, on a holiday as set forth in 15-515(b)

Sec. 15-1222. Shift differential.

(a) Employees working the second (2nd) or third (3rd) shift shall receive twenty-five cents (\$0.25) per hour in addition to their regular rate for hours actually worked (this differential does not apply to paid-time off or severance pay).

(b) Employees assigned to a second (2nd) shift certified nursing assistant or certified medication assistant as of January 1, 2012 will receive an additional fifty cents (\$0.50) per hour for hours actually worked on the second shift (this differential does not apply to paid-time off or severance pay). An employee moving into a second (2nd) shift position after January 1, 2012 will not be eligible for this premium.

Sec. 15-1223. Weekend differential.

An employee who works additional straight-time hours on weekends in excess of their normally scheduled weekend hours shall receive a differential of two dollars (\$2.00) per hour for each hour worked. For purposes of this section, a weekend is defined as a period beginning with the third (3rd) shift on Friday through the second (2nd) shift on Sunday.

Sec. 15-1224. Longevity bonus.

(a) Employees hired prior to January 1, 2012 shall receive a longevity bonus payment. The bonus payment will be based upon the hourly longevity benefit an employee received and the FTE of the position they held as of December 31, 2011:

Benefit as of 1-1-12	1.00 FTE Yearly Benefit*	1.00 FTE Bi-weekly Benefit	.75-.99 FTE Yearly Benefit*	.75-.99 FTE Bi-weekly Benefit	.50 - .74 FTE Yearly Benefit*	.50 - .74 FTE Bi-weekly Benefit	.16 - .49 FTE Yearly Benefit*	.16 - .49 FTE Bi-weekly Benefit
\$0.00 - \$0.04	\$50.00	\$1.93	\$37.50	\$1.45	\$25.00	\$0.97	\$12.50	\$0.49
\$0.05 - \$0.09	\$150.00	\$5.77	\$112.50	\$4.33	\$75.00	\$2.89	\$37.50	\$1.45
\$0.10 - \$0.14	\$250.00	\$9.62	\$187.50	\$7.22	\$125.00	\$4.81	\$62.50	\$2.41
\$0.15 - \$0.19	\$350.00	\$13.47	\$262.50	\$10.10	\$175.00	\$6.74	\$87.50	\$3.37
\$0.20 - \$0.24	\$450.00	\$17.31	\$337.50	\$12.99	\$225.00	\$8.66	\$112.50	\$4.33
\$0.25 - \$0.29	\$550.00	\$21.16	\$412.50	\$15.87	\$275.00	\$10.58	\$137.50	\$5.29
\$0.30 - \$0.34	\$650.00	\$25.00	\$487.50	\$18.75	\$325.00	\$12.50	\$162.50	\$6.25
\$0.35 - \$0.39	\$750.00	\$28.85	\$562.50	\$21.64	\$375.00	\$14.43	\$187.50	\$7.22
\$0.40 - \$0.41	\$850.00	\$32.70	\$637.50	\$24.52	\$425.00	\$16.35	\$212.50	\$8.18

*Approximate benefit. Total annual benefit will vary slightly based on rounding and number of pay periods in the year.

(b) To receive the bi-weekly payment an employee must have worked during the pay period. An employee on unpaid leave will not receive the benefit for a pay period where no compensation is earned.

(c) This benefit ceases at the time an employee terminates their county employment. If an employee terminates during the year, the employee will not be made whole for the annual benefit.

(d) Employees hired on or after January 1, 2012 are not eligible for this benefit.

Secs. 15-1225—15-1229. Reserved.

Secs. 15-1230—15-1299. Reserved.

Article XIII. AFSCME Local 1925B – Courthouse Employees

Division 1. In General

Sec. 15-1300 Purpose.

Secs. 15-1301—15-1309. Reserved.

Division 2. Uniforms – Correction and Classification Officers

Sec. 15-1310 Uniforms – correction and classification officers.

Secs. 15-1311—15-1319. Reserved.

Division 3. Compensation

Sec. 15-1320 Call-in pay.

Sec. 15-1321 Hire above minimum – correctional and classification officers.

Sec. 15-1322 Community service/electronic monitoring standby pay.

Sec. 15-1323 Shift differential.

Sec. 15-1324 Longevity bonus.

Secs. 15-1325—15-1329. Reserved.

Secs. 15-1330 – 15-1399. Reserved.

ARTICLE XIII.

DIVISION 1.

IN GENERAL

Sec. 15-1300. Purpose.

The purpose of this article is to address specific employment policies for members of AFSCME local 1925B, the courthouse employees. If an employment policy is not addressed in this article, articles I-IX of Chapter 15 shall apply.

Secs. 15-1301—15-1309. Reserved.

DIVISION 2.

UNIFORMS – CORRECTIONS DIVISION

Sec. 15-1310. Uniforms – corrections division.

The county shall pay a semi-annual uniform allowance to all correctional and classification officers.

(a) New hires shall receive a semi-annual allowance of one hundred twenty-five dollars (\$125.00) payable six months after their start date and again on their one-year anniversary. After their one-year anniversary the employee will continue to receive additional uniform allowance per the schedule defined in (b) below.

(b) Current employees and employees in their second year of employment and beyond shall receive a semi-annual allowance in the amount of sixty-two dollars and fifty cents (\$62.50).

(1) The January through June period will be paid on the last paycheck in June, and the July through December period will be paid on the last paycheck in December.

(2) An employee reaching their one-year anniversary from January through June will receive the June and December payments. An employee reaching their one-year anniversary from July through December will receive only the December payment.

(c) No payment will be made to an employee who terminates during a semi-annual period.

Secs. 15-1311—15-1319. Reserved.

DIVISION 3.
COMPENSATION

Sec. 15-1320. Call-in pay.

An employee called upon to work outside of his regular work schedule shall receive a minimum of two (2) hours work or pay. The employee may be required to work the full two (2) hours.

Sec. 15-1321. Hire above minimum – correctional officers.

Correctional officers who have the following verifiable experience may be eligible to be hired above the minimum pay rate with the approval of the appointing authority and director:

<u>Verifiable experience:</u>	<u>Starting rate:</u>
One (1) years corrections experience	One (1) year wage rate
Two (2) years corrections experience	Two (2) year wage rate

Sec. 15-1322. Community service/electronic monitoring standby pay.

The community service/electronic monitoring coordinator is required to continuously carry a cell phone to answer any calls regarding electronic monitoring. This position shall be paid two (2) hours of overtime per pay period to compensate for this additional responsibility.

Sec. 15-1323. Shift differential.

(a) Employees working the second (2nd) or third (3rd) shift shall receive twenty-five cents (\$0.25) per hour in addition to their regular rate for hours actually worked (this differential does not apply to paid-time off or severance pay). A second (2nd) shift is a shift beginning between 1:00 p.m. and 5:00 p.m., and a third (3rd) shift is any shift beginning between 9:00 p.m. and 1:00 a.m.

(b) Employees classified as a correctional, classification or communications officer assigned to a second (2nd) shift shall receive an additional fifty cents (\$0.50) per hour for hours actually worked on the second shift (this differential does not apply to paid-time off or severance pay). A second (2nd) shift is a shift beginning between 1:00 p.m. and 5:00 p.m.

Sec. 15-1324. Longevity bonus.

(a) Employees hired prior to January 1, 2012 shall receive a longevity bonus payment. The bonus payment will be based upon the hourly longevity benefit an employee received and the FTE of the position they held as of December 31, 2011:

Benefit as of 1-1-12	1.00 FTE Yearly Benefit*	1.00 FTE Bi-weekly Benefit	.75-.99 FTE Yearly Benefit*	.75-.99 FTE Bi-weekly Benefit	.50 - .74 FTE Yearly Benefit*	.50 - .74 FTE Bi-weekly Benefit	.16 - .49 FTE Yearly Benefit*	.16 - .49 FTE Bi-weekly Benefit
\$0.00 - \$0.04	\$50.00	\$1.93	\$37.50	\$1.45	\$25.00	\$0.97	\$12.50	\$0.49
\$0.05 - \$0.09	\$150.00	\$5.77	\$112.50	\$4.33	\$75.00	\$2.89	\$37.50	\$1.45

\$0.10 - \$0.14	\$250.00	\$9.62	\$187.50	\$7.22	\$125.00	\$4.81	\$62.50	\$2.41
\$0.15 - \$0.19	\$350.00	\$13.47	\$262.50	\$10.10	\$175.00	\$6.74	\$87.50	\$3.37
\$0.20 - \$0.24	\$450.00	\$17.31	\$337.50	\$12.99	\$225.00	\$8.66	\$112.50	\$4.33
\$0.25 - \$0.29	\$550.00	\$21.16	\$412.50	\$15.87	\$275.00	\$10.58	\$137.50	\$5.29
\$0.30 - \$0.34	\$650.00	\$25.00	\$487.50	\$18.75	\$325.00	\$12.50	\$162.50	\$6.25
\$0.35 - \$0.39	\$750.00	\$28.85	\$562.50	\$21.64	\$375.00	\$14.43	\$187.50	\$7.22
\$0.40 - \$0.41	\$850.00	\$32.70	\$637.50	\$24.52	\$425.00	\$16.35	\$212.50	\$8.18

*Approximate benefit. Total annual benefit will vary slightly based on rounding and number of pay periods in the year.

(b) To receive the bi-weekly payment an employee must have worked during the pay period. An employee on unpaid leave will not receive the benefit for a pay period where no compensation is earned.

(c) This benefit ceases at the time an employee terminates their county employment. If an employee terminates during the year, the employee will not be made whole for the annual benefit.

(d) Employees hired on or after January 1, 2012 are not eligible for this benefit.

Secs. 15-1325—15-1329. Reserved.

Secs. 15-1330—15-1399. Reserved.

Article XIV. AFSCME Local 1925C – Health & Human Service Employees

Division 1. In General

Sec. 15-1400 Purpose.

Secs. 15-1401—15-1409. Reserved.

Division 2. Compensation

Sec. 15-1410 Call-in pay.

Sec. 15-1411 Shift differential.

Sec. 15-1412 Emergencies and vacations.

Sec. 15-1413 Intensive outpatient holiday coverage.

Sec. 15-1414 Longevity bonus.

Secs. 15-1415—15-1419. Reserved.

Secs. 15-1420—15-1499. Reserved.

ARTICLE XIV.

DIVISION 1.

IN GENERAL

Sec. 15-1400. Purpose.

The purpose of this article is to address specific employment policies for members of AFSCME local 1925C, the health & human service employees. If an employment policy is not addressed in this article, articles I-IX of Chapter 15 shall apply.

Secs. 15-1401—15-1409. Reserved.

DIVISION 2.

COMPENSATION

Sec. 15-1410. Call-in pay.

An employee called upon to work outside of his regular work schedule shall receive a minimum of one (1) hour work or pay. The employee may be required to work the full one (1) hour.

Sec. 15-1411. Shift differential.

Employees working the second (2nd) shift shall receive twenty cents (\$0.20) per hour in addition to their regular rate for hours actually worked (this differential does not apply to paid-time off or severance pay). Second shift applies to a shift beginning in the reception unit on or after 12:00 p.m.

Sec. 15-1412. Emergencies and vacations.

(a) An employee called by a supervisor to handle an emergency call outside of normal working hours shall receive the applicable pay for the actual time spent on the call, rounded to the nearest quarter hour.

(b) An employee called in to work on an emergency when the employee is on vacation shall receive the applicable pay for the actual time spent at work, rounded to nearest quarter hour.

Sec. 15-1413. Intensive outpatient holiday coverage.

(a) As part of the intensive outpatient (IOP) certification, the maximum time between counseling sessions cannot exceed 72 hours in any consecutive 7-day period. To fully comply with the regulations of the certification, during certain holidays that employees are granted off, group counseling sessions need to be held.

(b) An employee required to hold intensive outpatient (IOP) counseling sessions during a 3+-day contiguous non-work period due to a county recognized holiday will receive the following in addition to their regular holiday benefits:

(1) straight-time for the actual hours spent at work, to the nearest quarter hour, at the applicable

hourly rate.

(2) holiday hours equal to the actual time worked will be added to their holiday bank, regardless of which day during the 3+-day contiguous non-work period they provide the counseling sessions.

(c) The only work that may be performed on these days will be IOP counseling and associated documentation.

(d) The scheduling of these holiday sessions will be pursuant to health & human service policies.

Sec. 15-1414. Longevity bonus.

(a) Employees hired prior to January 1, 2012 shall receive a longevity bonus payment. The bonus payment will be based upon the hourly longevity benefit an employee received and the FTE of the position they held as of December 31, 2011:

Benefit as of 1-1-12	1.00 FTE Yearly Benefit*	1.00 FTE Bi-weekly Benefit	.75-.99 FTE Yearly Benefit*	.75-.99 FTE Bi-weekly Benefit	.50 - .74 FTE Yearly Benefit*	.50 - .74 FTE Bi-Weekly Benefit	.16 - .49 FTE Yearly Benefit*	.16 - .49 FTE Bi-Weekly Benefit
\$0.00 - \$0.04	\$50.00	\$1.93	\$37.50	\$1.45	\$25.00	\$0.97	\$12.50	\$0.49
\$0.05 - \$0.09	\$150.00	\$5.77	\$112.50	\$4.33	\$75.00	\$2.89	\$37.50	\$1.45
\$0.10 - \$0.14	\$250.00	\$9.62	\$187.50	\$7.22	\$125.00	\$4.81	\$62.50	\$2.41
\$0.15 - \$0.19	\$350.00	\$13.47	\$262.50	\$10.10	\$175.00	\$6.74	\$87.50	\$3.37
\$0.20 - \$0.24	\$450.00	\$17.31	\$337.50	\$12.99	\$225.00	\$8.66	\$112.50	\$4.33
\$0.25 - \$0.29	\$550.00	\$21.16	\$412.50	\$15.87	\$275.00	\$10.58	\$137.50	\$5.29
\$0.30 - \$0.34	\$650.00	\$25.00	\$487.50	\$18.75	\$325.00	\$12.50	\$162.50	\$6.25
\$0.35 - \$0.39	\$750.00	\$28.85	\$562.50	\$21.64	\$375.00	\$14.43	\$187.50	\$7.22
\$0.40 - \$0.41	\$850.00	\$32.70	\$637.50	\$24.52	\$425.00	\$16.35	\$212.50	\$8.18

*Approximate benefit. Total annual benefit will vary slightly based on rounding and number of pay periods in the year.

(b) To receive the bi-weekly payment an employee must have worked during the pay period. An employee on unpaid leave will not receive the benefit for a pay period where no compensation is earned.

(c) This benefit ceases at the time an employee terminates their county employment. If an employee terminates during the year, the employee will not be made whole for the annual benefit.

(d) Employees hired on or after January 1, 2012 are not eligible for this benefit.

Secs. 15-1415—15-1419. Reserved.

Secs. 15-1420—15-1499. Reserved.

Article XV. Health & Human Service Professionals

Division 1. In General

Sec. 15-1500 Purpose.

Secs. 15-1501—15-1509. Reserved.

Division 2. Classification and Compensation

- Sec. 15-1510 Human service specialist II classification.
- Sec. 15-1511 Standby pay.
- Sec. 15-1512 Shift differential – crisis intervention.
- Sec. 15-1513 Intensive outpatient holiday coverage.
- Sec. 15-1514 Emergencies and vacations.
- Sec. 15-1515 AODA subspecialty certification – LPC/LCSW.
- Secs. 15-1516—15-1519. Reserved.

Secs. 15-1520—15-1599. Reserved.

ARTICLE XV.

DIVISION 1.

IN GENERAL

Sec. 15-1500. Purpose.

The purpose of this article is to address specific employment policies for members of the health & human service professionals. If an employment policy is not addressed in this article, articles I-IX of Chapter 15 shall apply.

Secs. 15-1501—15-1509. Reserved.

DIVISION 2.

CLASSIFICATION & COMPENSATION

Sec. 15-1510. Human service specialist II classification.

A human service specialist II is defined as a bachelor's level position that is required by management to possess an additional skill and/or certification (beyond the bachelor's level) for the performance of their duties, such as being bi-lingual. Assignment of this classification to a position is based on existing methods of job content evaluation.

Sec. 15-1511. Standby pay.

(a) An employee required to be available and able to report for work at any time during a designated standby period shall receive standby pay. When assigned to standby duty, the employee is not required to remain on county premises, but is required to carry a cell phone and promptly respond when called. The

employee is required to report to work within one hour if their presence is necessary. The amount of standby period shall be the following during said standby period:

- (1) \$3.00 per hour, not on a holiday
- (2) \$4.50 per hour, on a holiday as set forth in 15-515(b)

Sec. 15-1512. Shift differential – crisis intervention.

A shift differential in the amount of thirty-five cents (\$0.35) per hour shall be paid for any crisis intervention shift beginning between 12:00 p.m. and 6:00 a.m.

Sec. 15-1513. Intensive outpatient holiday coverage.

(a) As part of the intensive outpatient (IOP) certification, the maximum time between counseling sessions cannot exceed 72 hours in any consecutive 7-day period. To fully comply with the regulations of the certification, during certain holidays that employees are granted off, group counseling sessions need to be held.

(b) An employee required to hold intensive outpatient (IOP) counseling sessions during a 3+-day contiguous non-work period due to a county recognized holiday will receive the following in addition to their regular holiday benefits:

- (1) straight-time for the actual hours spent at work, to the nearest quarter hour, at the applicable hourly rate.
- (2) holiday hours equal to the actual time worked will be added to their holiday bank, regardless of which day during the 3+-day contiguous non-work period they provide the counseling sessions.
- (c) The only work that may be performed on these days will be IOP counseling and associated documentation.
- (d) The scheduling of these holiday sessions will be pursuant to health & human service policies.

Sec. 15-1514. Emergencies and vacations.

(a) An employee called by a supervisor to handle an emergency call outside of normal working hours shall receive the applicable pay for the actual time spent on the call, rounded to the nearest quarter hour.

(b) An employee called in to work on an emergency when the employee is on vacation shall receive the applicable pay for the actual time spent at work, rounded to nearest quarter hour.

Sec. 15-1515. AODA subspecialty certification – LPC/LCSW.

A master’s level licensed professional counselor (LPC) or a licensed clinical social worker (LCSW) in the mental health outpatient, community support program, comprehensive community services and crisis units holding the AODA subspecialty or substance abuse counselor (SAC/CSAC) certification is eligible to receive a

payment of \$100 per month for said subspecialty credentials by providing their certification to the department. Requalification will be contingent upon the employee to provide current credentials after initial expiration.

Secs. 15-1516—15-1519. Reserved.

Secs. 15-1520—15-1599. Reserved.

This one is Chapter 30:

Sec. 30-410. Policy.

It is the policy of the county to pay employees by check or direct deposit on a regular basis and in a manner consistent with applicable laws or regulations, accounting standards, and collective bargaining agreements.

- (1) The county requires that all employees ~~hired or elected after the effective date of March 8, 2005 be paid utilizing the direct deposit payment method. All non-represented employees, regardless of their date of hire,~~ shall be paid by the direct deposit payment method.
- (2) Each employee required or electing to use the direct deposit method must have a signed direct deposit authorization on file.
- (3) The deputy county administrator-finance shall have the authority to authorize the maximum number of direct deposit accounts to which employees may elect to have the county send payroll funds.
- (4) The following groups of employees or elected officials may be exempted from section 30-410(1):
 - ~~a. Represented employees, only if allowed by signed agreement.~~
 - b. Lakeland School student employees, if such employment is considered part of their educational training.
 - c. Lakeland School substitute teachers.
 - d. Employees utilizing the check method during the direct deposit set-up phase or when the employee is hired on a limited term basis.
 - e. County board supervisors holding office prior to March 8, 2005 and continuing to serve with no break in service.

Sec. 30-413. Distribution of paychecks.

(a) A paycheck will either be a live check or a paycheck advice, as received by those on direct deposit. The live check shall only be distributed on or after the date printed on the paycheck to the employee or the employee's authorized representative. The designation of an authorized representative shall be in writing and kept on file with the person authorized to distribute paychecks. The authorization shall be retained for one year after the employee leaves county employment.

The method of distribution of a paycheck advice shall be via a secure e-mail on or before the date printed on the advice to the e-mail account designated by the employee. The county requires that all employees ~~hired or elected after the effective date of November 1, 2009~~ receive their direct deposit notice via secure e-mail, with the exception of any official elected prior to November 1, 2009. All non-represented employees and Lakeland Education Association members, regardless of their date of hire, shall receive their direct deposit notice via secure e-mail. Under adverse circumstances, the deputy county administrator-finance may temporarily authorize delivery of payroll advices by another means as long as delivery to the employee is by the date printed on the payroll advice. The e-mail designation shall be identified on a form provided by finance-benefits and this form shall be kept in the employee's payroll/benefits file. It is the employee's responsibility to notify the finance-benefits department of changes to their e-mail address.

(b) The department head shall hold the paycheck for an absent employee in a secure manner until the employee picks up the paycheck or otherwise requests that the paycheck be mailed. Live checks not distributed to the employee within one week of payday shall be returned to the finance department.

(c) A paycheck may, at the employee's request, be distributed via the U.S. postal service one day prior to the date on the paycheck.

(d) As early release of any paycheck may result in serious tax penalties related to deposit requirements, early release of paychecks shall be strictly prohibited.



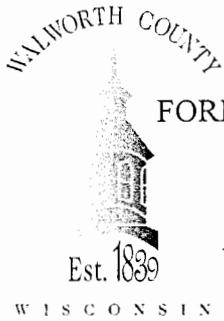
October 11, 2011 – Walworth County Board Meeting

County Clerk

Report of the County Clerk Regarding Communications Received by the Board and Recommended to be Placed on File

Kimberly S. Bushey
County Clerk

- Price County Resolution 38-11 – Price County concerns over the management of the Chequamegon-Nicolet National Forest – Previously referred and placed on file



FORM #2, #2A, 2B

REFERRAL AND NOTICE OF PETITION TO ·
 WALWORTH COUNTY ZONING AGENCY, COUNTY SUPERVISORS OF
 AFFECTED DISTRICTS AND COUNTY BOARD

Land Use and Resource
 Management Department

WHEREAS the following petitions have been filed with the County Clerk
 requesting that the County Zoning Ordinance and Shoreland Zoning Ordinance be
 amended as specified:

REPORT OF PETITIONS REFERRED TO
 WALWORTH COUNTY ZONING AGENCY

The undersigned County Clerk hereby reports that the following petitions for
 rezone of lands in Walworth County as specified were referred to the County Zoning
 Agency for public hearing:

NAME	TOWN	CHANGE REQUESTED	DATE REFERRED
Nancy & Gregory Walbrant	LaFayette, K LF-22-7 & K LG-22-1B	Approx. 1.14 acres of A-1 Prime Agricultural & A-5 Agricultural-Rural Residential District to A-5 & A-1	October 11 th , 2001
Berg Construction Inc., Cheryl A. Berg – Owner	East Troy, P ET-1-3F	Approx. 10.5 acres of M-3 Mineral Extractive to A-4 Agricultural Related Manufacturing, Warehousing and Marketing District	October 11 th , 2001

Said petition/s is hereby referred to the County Zoning Agency as the Zoning Agency of this County, which is hereby directed to hold one or more public hearings on the changes proposed in said petition/s, pursuant to Section 59.69(5) (e) Wisconsin Statutes. That copies of said petitions are available for review on the Walworth County Website at (www.co.walworth.wi.us).

100 West Walworth Street
 P.O. Box 1001
 Room 222
 Elkhorn, WI 53121

Planning/Zoning/Sanitation/
 Conservation Divisions
 262.741.4972 tel
 262.741.4974 fax
 262.741.4973 fax

Dated this _____ day of _____, 2011.

County Clerk

c.c County Supervisor Joe Schaefer
 County Supervisor Rick Stacey

September 16, 2011 - expanded

Please include the following County Zoning Agency items on the October 11, 2011, County Board agenda:

- 1) Communications from Wassel, Harvey & Schuk, LLP with Town of Bloomfield Ordinance No. 1064

Approved 7 – 0 at the September 15, 2011, County Zoning Agency meeting

- 2) Communications from Wassel, Harvey & Schuk, LLP with Town of Bloomfield, Ordinance No. 1065

Approved 7 – 0 at the September 15, 2011, County Zoning Agency meeting

Rezoning:

- 1) Mario DeLuca, Town of Lafayette, Rezone approximately 2.51 acres of A-1 Prime Agricultural to A-4 Agricultural Related Manufacturing, Warehousing and Marketing District for an agricultural products storage and distribution business.

Approved: 7 – 0 at the September 15, 2011, County Zoning Agency public hearing.

CONFORMANCE WITH COUNTY LAND USE PLAN:

A-4 zoning is allowed in the A-1 farm preservation area with conditional use approval for a farm related use.

- 2) Palmer & Palmer Ltd. Partnership, Walworth Township, Rezone 10.23 acres of A-1 Prime Agricultural District to C-2 Upland Resource Conservation District for creation of two lots to be included in a three lot C.S.M. with an additional R-1 lot. Portions of the parcels are in the Shoreland Zoning jurisdiction of Lake Petite.

Approved: 6 – 1 at the September 15, 2011 County Zoning Agency public hearing.

CONFORMANCE WITH COUNTY LAND USE PLAN:

The Land Use Plan would allow zoning in this area at a density of between five and nineteen acres.

ORDINANCE NO. 692 – 10/11

AMENDING CHAPTER 16 OF THE WALWORTH COUNTY CODE OF ORDINANCES
RELATING TO PROHIBITION OF FIREARMS

THE WALWORTH COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS
FOLLOWS:

1 PART I: That Chapter 16 of the Walworth County Code of Ordinances is hereby
2 reorganized and renumbered as follows:
3

4 Article I. In General

5 Sec. 16-1. Authority; purpose; policy establishment; interpretation and enforcement.

6 Sec. 16-2. Definitions.

7 Sec. 16-3--16-10. Reserved.
8

9 Article II. Public Property

10 ~~Sec. 16-3~~ 16-11. Use of county-owned property for private functions and events.

11 ~~Sec. 16-4~~ 16-12. Use prohibited.

12 Sec. 16-13. Firearms prohibited

13 Se. 16-14--16-20. Reserved.
14

15 Article III. Highway Operations

16 ~~Sec. 16-5~~ 16-21. Intergovernmental cooperation projects.

17 ~~Sec. 16-6~~ 16-22. Disposition of harvested wood from county rights-of-way.

18 ~~Sec. 16-7~~ 16-23. Salt.

19 ~~Secs. 16-8--16-20~~ 16-24--16-30. Reserved.
20

21 Article IV. Reserved

22 ~~Secs. 16-24~~ 16-31--16-49. Reserved.
23

24 Article V. County Fleet Management

25 Sec. 16-50. County fleet management.
26

27 PART II: That Section 16-13 of the Walworth County Code of Ordinances is hereby
28 created to read as follows:
29

30 “Sec. 16-13. Firearms prohibited.

- 31
- 32 (a) No person, except a Law Enforcement Officer may carry, possess, or control a
33 firearm within, or directed at, the confines of any county-owned structure
34 including, but not limited to, the Government Center, Health and Human
35 Services, Judicial Center, Lakeland Health Care Center, Lakeland School, Public
36 Works Department and Sheriff's Office.

- 37 (b) Sub (a) shall not apply to any structure located on the County-owned shooting
38 range.

Resolution No. 55-10/11
Denying the Claim of James Kyle

1 Moved/Sponsored by: Executive
2

3 **WHEREAS**, on August 11, 2011 a Notice of Claim was filed by James Kyle, N1886 Highway
4 120, Lake Geneva, Wisconsin, alleging damage to his vehicle resulting from a highway
5 resurfacing operation on County Highway H where he was driving on July 8, 2011; and,
6

7 **WHEREAS**, based upon a review of the information and investigation of the facts of this claim,
8 the county's Executive Committee recommends the claim be denied and notice of disallowance
9 be served upon the claimant.
10

11 **NOW, THEREFORE, BE IT RESOLVED** by the Walworth County Board of Supervisors that
12 the claim of James Kyle be and the same is hereby denied, and that the County Clerk be directed
13 to serve a Notice of Disallowance upon the claimant.
14
15
16
17

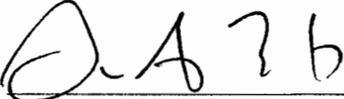
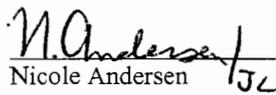
18 _____
19 Nancy Russell
20 County Board Chair

Kimberly S. Bushey
County Clerk

21
22 County Board Meeting Date: October 11, 2011
23

24 Action Required: Majority Vote X Two-thirds Vote _____ Other _____

Policy and Fiscal Note is attached.
Reviewed and approved pursuant to Section 2-91 of the Walworth County Code of Ordinances:

 _____ David A. Bretl County Administrator/Corporation Counsel	9/30/11 Date	 _____ Nicole Andersen Deputy County Administrator - Finance	10/3/11 Date
--	-----------------	---	-----------------

If unsigned, exceptions shall be so noted by the County Administrator.

Policy and Fiscal Note
Resolution No. 56-10/11

- I. **Title:** Denying the Claim of Sean Rebholz

- II. **Purpose and Policy Impact Statement:** The purpose of this resolution is to deny the claim of Sean Rebholz.

- III. **Budget and Fiscal Impact:** Passage of this resolution will not have any fiscal impact on the Walworth County budget.

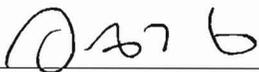
- IV. **Referred to the following standing committees for consideration and date of referral:**

Committee: Executive Meeting Date: September 19, 2011

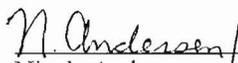
Vote: 5 – 0

County Board Meeting Date: October 11, 2011

Policy and fiscal note has been reviewed and approved as an accurate statement of the probable policy and fiscal impacts associated with passage of the attached resolution.

 10/3/11

Date
David A. Bretl
County Administrator/Corporation Counsel

 10/3/11

Date
Nicole Andersen
Deputy County Administrator - Finance

Resolution No. 57-10/11
Denying the Claim of Ryan Hayes

1 Moved/Sponsored by: Executive
2

3 **WHEREAS**, on August 15, 2011 a Notice of Claim was filed by Ryan Hayes, 158 S. Walworth
4 Street, Darien, Wisconsin, alleging damage to his vehicle resulting from a highway resurfacing
5 operation on County Highway B where he was driving on June 19, 2011; and,
6

7 **WHEREAS**, based upon a review of the information and investigation of the facts of this claim,
8 the county's Executive Committee recommends the claim be denied and notice of disallowance
9 be served upon the claimant.
10

11 **NOW, THEREFORE, BE IT RESOLVED** by the Walworth County Board of Supervisors that
12 the claim of Ryan Hayes be and the same is hereby denied, and that the County Clerk be directed
13 to serve a Notice of Disallowance upon the claimant.
14
15
16

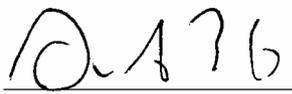
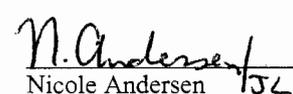
17 _____
18 Nancy Russell
19 County Board Chair

Kimberly S. Bushey
County Clerk

20
21
22 County Board Meeting Date: October 11, 2011
23

24 Action Required: Majority Vote X Two-thirds Vote _____ Other _____

Policy and Fiscal Note is attached.
Reviewed and approved pursuant to Section 2-91 of the Walworth County Code of Ordinances:

 _____ David A. Bretl County Administrator/Corporation Counsel	 _____ Nicole Andersen Deputy County Administrator - Finance
Date <u>9/29/11</u>	Date <u>10/3/11</u>

If unsigned, exceptions shall be so noted by the County Administrator.

Policy and Fiscal Note
Resolution No. 57-10/11

- I. **Title:** Denying the Claim of Ryan Hayes

- II. **Purpose and Policy Impact Statement:** The purpose of this resolution is to deny the claim of Ryan Hayes.

- III. **Budget and Fiscal Impact:** Passage of this resolution will not have any fiscal impact on the Walworth County budget.

- IV. **Referred to the following standing committees for consideration and date of referral:**

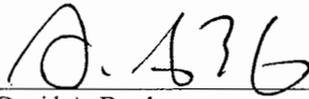
Committee: Executive

Meeting Date: September 19, 2011

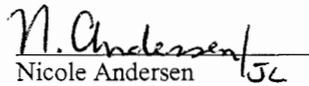
Vote: 5 – 0

County Board Meeting Date: October 11, 2011

Policy and fiscal note has been reviewed and approved as an accurate statement of the probable policy and fiscal impacts associated with passage of the attached resolution.

 9/29/11

Date
David A. Bretl
County Administrator/Corporation Counsel

 10/3/11

Date
Nicole Andersen
Deputy County Administrator - Finance

Resolution No. 58-10/11
Denying the Claim of Amberlyn Vavrusa

1 Moved/Sponsored by: Executive
2

3 **WHEREAS**, on August 18, 2011 a Notice of Claim was filed by Amberlyn Vavrusa, N195
4 Lange Road, Genoa City, Wisconsin, alleging damage to her vehicle resulting from a highway
5 resurfacing operation on County Highway B where she was driving on June 28, 2011; and,
6

7 **WHEREAS**, based upon a review of the information and investigation of the facts of this claim,
8 the county's Executive Committee recommends the claim be denied and notice of disallowance
9 be served upon the claimant.

10
11 **NOW, THEREFORE, BE IT RESOLVED** by the Walworth County Board of Supervisors that
12 the claim of Amberlyn Vavrusa be and the same is hereby denied, and that the County Clerk be
13 directed to serve a Notice of Disallowance upon the claimant.
14
15
16

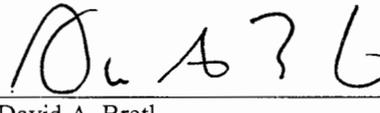
17 _____
18 Nancy Russell
19 County Board Chair

Kimberly S. Bushey
County Clerk

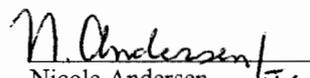
20
21
22 County Board Meeting Date: October 11, 2011
23

24 Action Required: Majority Vote X Two-thirds Vote _____ Other _____

Policy and Fiscal Note is attached.
Reviewed and approved pursuant to Section 2-91 of the Walworth County Code of Ordinances:

 9/29/11
Date

David A. Bretl
County Administrator/Corporation Counsel

 10/3/11
Date

Nicole Andersen
Deputy County Administrator - Finance

If unsigned, exceptions shall be so noted by the County Administrator.

Policy and Fiscal Note
Resolution No. 58-10/11

- I. **Title:** Denying the Claim of Amberlyn Vavrusa

- II. **Purpose and Policy Impact Statement:** The purpose of this resolution is to deny the claim of Amberlyn Vavrusa.

- III. **Budget and Fiscal Impact:** Passage of this resolution will not have any fiscal impact on the Walworth County budget.

- IV. **Referred to the following standing committees for consideration and date of referral:**

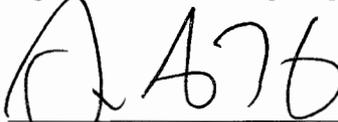
Committee: Executive

Meeting Date: September 19, 2011

Vote: 5 - 0

County Board Meeting Date: October 11, 2011

Policy and fiscal note has been reviewed and approved as an accurate statement of the probable policy and fiscal impacts associated with passage of the attached resolution.

 9/29/11
Date

David A. Bretl
County Administrator/Corporation Counsel

 10/3/11
Date

Nicole Andersen
Deputy County Administrator - Finance

ORDINANCE NO. 691 – 10/11

AMENDING SECTION 30-262(C) OF THE WALWORTH COUNTY CODE OF ORDINANCES RELATING TO SURPLUS PROPERTY

THE WALWORTH COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:

1 **PART I: That Section 30-262(c) of the Walworth County Code of Ordinances is hereby**
2 **amended to read as follows (additions shown by underline; deletions shown by strike-**
3 **through):**

4
5 **“Sec. 30-262. Surplus property.**

6
7 (c) Property shall be declared surplus as follows:

8
9 (1) In the case of all real property and personal property, the estimated value of which
10 is \$20,000.00 or greater, by resolution of the county board, except as specified in
11 paragraph (5).

12 (2) In the case of personal property, the estimated value of which is less than
13 \$20,000.00 but more than \$2,000.00, by the finance committee, except as
14 specified in paragraph (5).

15 (3) In the case of personal property, the estimated value of which is \$2,000.00 or less,
16 by appropriate county staff in accordance with procedures developed pursuant to
17 paragraph (i).

18 (4) The county administrator shall ensure that all departments are made aware of
19 property intended to be declared surplus in the event such department has use for
20 the property.

21 (5) In the case of personal property, ~~with an estimated value of \$50,000 or less,~~
22 insured by the county's property insurance carrier and declared as a total loss, by
23 the deputy county administrator-finance pursuant to (d)(5) and paragraph (i)
24 ~~provided a report is made to the public works committee upon receipt of the~~
25 ~~settlement.~~

26
27 (d) Unless otherwise specified by resolution of the county board or finance committee,
28 surplus property shall be disposed of in the manner most advantageous to the county in
29 one of the following manners, consistent with procedures developed pursuant to
30 paragraph (i).

31
32 (1) Competitive bid;

33 (2) Public auction;

34 (3) Trade-in, in consideration for the acquisition of similar property where bid
35 documents specified such treatment;

36 (4) Public sale; or

37 (5) Property insurance settlement.

- 1 (e) Notwithstanding (d), if it is determined by the county administrator that the estimated
 2 cost of disposing of surplus property exceeds the value which could be reasonably
 3 obtained pursuant to (d)(1), (2), (3), (4) or (5), said property may be disposed of as refuse
 4 in the manner most advantageous to the county.
 5
- 6 (f) Surplus property may be donated to another government agency or nonprofit organization
 7 upon a finding by the appropriate authority specified in paragraph (c) that such donation
 8 will serve a public purpose. Notwithstanding subparagraph (c)(3), donations of personal
 9 property, the estimated value of which is \$500.00 or less, shall require action of the
 10 finance committee.
 11
- 12 (g) No surplus property may be acquired by any county employee or official.
 13
- 14 (h) Proceeds received from the disposal of surplus property shall be deposited with the
 15 county treasurer and recorded in the appropriate account as determined by the finance
 16 director.
 17
- 18 (i) The county administrator is authorized to develop procedures to carry out the intent of
 19 this section.
 20
- 21 (j) The disposition of surplus property will be reported to the county clerk who will execute
 22 any documents which may be required, provided such action has been conducted in
 23 accordance with this section.”
 24

25 **BE IT ORDAINED** by the Walworth County Board of Supervisors that all previous
 26 ordinances and resolutions pertaining to Section 30-262(c) are hereby superseded.
 27

28 **BE IT FURTHER ORDAINED** by the Walworth County Board of Supervisors that this
 29 Ordinance shall become effective upon passage and publication.
 30

31 **PASSED and ADOPTED** by the Walworth County Board of Supervisors this 11th day of
 32 October, 2011.
 33

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 37 _____
 38 Nancy Russell
 39 County Board Chair

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 43 _____
 Kimberly S. Bushey
 Attest: County Clerk

44 County Board Meeting Date: October 11, 2011

45 Action Required: Majority Vote X Two-thirds Vote _____ Other _____

Policy and Fiscal Note is attached.

Reviewed and approved pursuant to Section 2-91 of the Walworth County Code of Ordinances:

David A. Bretl 9/26/11
Date
County Administrator/Corporation Counsel

Nicole Andersen 9/27/11
Date
Deputy County Administrator - Finance

If unsigned, exceptions shall be so noted by the County Administrator.

Resolution No. 53-10/11

RESOLUTION AUTHORIZING THE PARTIAL REDEMPTION OF
GENERAL OBLIGATION PROMISSORY NOTES, DATED NOVEMBER 1, 2003

Moved/Sponsored by: Finance Committee

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WHEREAS, Walworth County, Wisconsin (the "County") has outstanding its General Obligation Promissory Notes, dated November 1, 2003 (the "2003 Notes") which mature on April 1 in the years 2012 and 2013;

WHEREAS, this County Board of Supervisors has determined that it is necessary and desirable to call the 2003 Notes maturing in the year 2013 for redemption on November 14, 2011 with funds of the County;

NOW, THEREFORE, BE IT RESOLVED by the County Board of Supervisors of Walworth County, Wisconsin, that the 2003 Notes maturing in the year 2013 are called for prior payment on November 14, 2011 at the price of par plus accrued interest to the date of redemption.

The County hereby directs the County Clerk to work with Robert W. Baird & Co. Incorporated to cause timely notice of redemption, in substantially the form attached hereto as Exhibit A and incorporated herein by this reference (the "Notice"), to be provided at the times, to the parties and in the manner set forth on the Notice.

Nancy Russell
County Board Chair

Kimberly S. Bushey
County Clerk

County Board Meeting Date: October 11, 2011

Action Required: Majority Vote X Two-thirds Vote _____ Other _____

Policy and Fiscal Note is attached.
Reviewed and approved pursuant to Section 2-91 of the Walworth County Code of Ordinances:
David A. Bretl 9/26/11
David A. Bretl Date
County Administrator/Corporation Counsel
Nicole Andersen 2/27/11
Nicole Andersen Date
Deputy County Administrator-Finance
If unsigned, exceptions shall be so noted by the County Administrator.

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EXHIBIT A

NOTICE OF CALL*

to Holders of

WALWORTH COUNTY, WISCONSIN
GENERAL OBLIGATION PROMISSORY NOTES,
DATED NOVEMBER 1, 2003

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NOTICE IS HEREBY GIVEN that the Notes of the above-referenced issue which mature on the date and in the amount; bear interest at the rate; and have the CUSIP No. as set forth below have been called for prior payment on November 14, 2011 at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of prepayment:

<u>Maturity Date</u>	<u>Principal Amount to be Redeemed</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
04/01/2013	\$1,250,000	3.40%	933526JL0

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Upon presentation and surrender of said Notes to Associated Trust Company, National Association, Green Bay, Wisconsin, the registrar and fiscal agent for said Notes, the holders thereof will be paid the principal amount of the Notes plus accrued interest to the date of prepayment.

Said Notes will cease to bear interest on November 14, 2011.

By Order of the
County Board of Supervisors
Walworth County
County Clerk

Dated _____

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* To be provided to Associated Trust Company, National Association, Green Bay, Wisconsin. The registrar and fiscal agent shall be directed to give notice of such prepayment by facsimile transmission, electronic transmission, registered or certified mail, or overnight express delivery to The Depository Trust Company, Attn: Supervisor, Call Notification Department, 55 Water Street, 50th Floor, New York, NY 10041-0099, not less than thirty (30) days nor more than sixty (60) days prior to November 14, 2011 and to the MSRB.

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** If the Notes are subject to the continuing disclosure requirements of SEC Rule 15c2-12 effective July 3, 1995, this Notice should be filed with the MSRB using Material Events Notice Cover Sheet available at http://www.msrb.org/msrb1/cdi/pdf/Generic_Cover_Sheet_and_Instructions.pdf

Policy and Fiscal Note
Resolution No. 53-10/11

- I. **Title:** Resolution Authorizing the Partial Redemption of General Obligation Promissory Notes, Dated November 1, 2003
- II. **Purpose and Policy Impact Statement:** The November, 2003 general obligation promissory notes became callable on April 1, 2011. The principal due on April 1, 2013, if paid early, would result in savings from reduced interest payments for the remaining year of outstanding debt.
- III. **Budget and Fiscal Impact:** This resolution, if approved, authorizes the 2013 portion of the November, 2003 bond to be called on November 14, 2011 in the amount of \$1,250,000. The average remaining interest is at a rate of 3.40%. The calling of this portion of the 2003 issue will reduce overall interest payments by \$58,673.61. Unassigned general funds will be used to call the debt. As a result of this call, only the April, 2012 principal and interest payment will remain on the 2003 issue.
- IV. **Referred to the following standing committees for consideration and date of referral:**

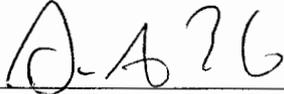
Committee: Finance

Meeting Date: September 22, 2011

Vote: 5-0

County Board Meeting Date: October 11, 2011

Policy and fiscal note has been reviewed and approved as an accurate statement of the probable policy and fiscal impacts associated with passage of the attached resolution.

 9/24/11

David A. Bretl Date
County Administrator/Corporation Counsel

 9/27/11

Nicole Andersen Date
Deputy County Administrator-Finance

Policy and Fiscal Note
Resolution No. 54-10/11

- I. **Title:** Authorizing 2011 International Sign Truck #93 to be Declared Surplus and Authorizing Staff to Dispose of the Asset in the Manner Most Advantageous to the County

- II. **Purpose and Policy Impact Statement:** The purpose of this resolution is to declare the sign truck unit #93 as surplus pursuant to Section 30-262(c)(5) of the Walworth County Code of Ordinances.

- III. **Budget and Fiscal Impact:** The county's property insurance policy with LGPIF covers actual cash value for claims of this nature, where actual cash value (ACV) is defined as "the cost (new) to replace with one of like kind and quality less physical depreciation and obsolescence." The county has been authorized by the LGPIF claims adjuster to replace the sign truck.

The new sign truck will cost \$92,075.72, which includes the ACV of \$71,000 for the cab/chassis and an additional \$16,700 to reinstall salvageable equipment from the damaged sign truck. \$87,700 will be reimbursed under the terms of the county's policy. The balance of \$4,375 will be covered from public works accounts.

IV. **Referred to the following standing committees for consideration and date of referral:**

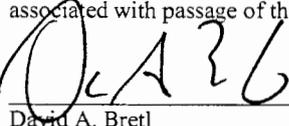
Committee: Finance

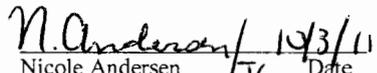
Meeting Date: September 22, 2011

Vote: 5 - 0

County Board Meeting Date: October 11, 2011

Policy and fiscal note has been reviewed and approved as an accurate statement of the probable policy and fiscal impacts associated with passage of the attached resolution.


David A. Bretl Date 9/29/11
County Administrator/Corporation Counsel


Nicole Andersen Date 10/3/11
Deputy County Administrator-Finance

ORDINANCE NO. 693 – 10/11

AMENDING SECTION 15-60 OF THE WALWORTH COUNTY CODE OF
ORDINANCES RELATING TO NEPOTISM

1 THE WALWORTH COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS
2 FOLLOWS:

3
4 PART I: That Section 15-60 of the Walworth County Code of Ordinances is hereby
5 amended as follows (additions shown by underline; deletions shown by strike-through):
6

7 “Sec. 15-60. Nepotism or conflict of interest.
8

9 (a) A person may not be offered or hold a position if the employment would result in
10 that person being a supervisor or subordinate to an immediate family member. For the purposes
11 of this section, "immediate family" includes the employee's spouse, brother, sister, parents,
12 children, stepchildren, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-
13 law, son-in-law, and any other member of the employee's household.
14

15 (b) A person may not be offered a position if employment would create either an
16 actual conflict of interest or the appearance of a conflict of interest.
17

18 (c) This section shall apply to hiring, job assignments, transfers and promotions.
19 Persons employed and appointed to a non-conforming position prior to the effective date of this
20 chapter are excepted from the requirements of this section.”
21

22 (d) Any request for exceptions to this rule shall be brought before the human
23 resources committee for individual consideration. In granting an exception, the committee shall
24 consider the ability of the applicable department to ensure compliance with (e) (1), (2) and (3).
25

26 (e) If an exception is granted by the human resources committee, the employee with
27 direct supervisory or oversight authority will not be permitted to take any employment action
28 concerning an employee who is their immediate family.
29

30 (1) Employment action includes, but is not limited to, promotion, demotion and
31 termination decisions, counselings, disciplines, performance evaluations and
32 wages.
33

34 (2) This policy shall not be construed by supervisory personnel to eliminate or reduce
35 in any way their responsibility to enforce the rules of conduct equally and fairly
36 for their subordinates.
37

38 (3) When employment action is necessary but not taken due to a familial relationship,
39 the supervisor in question is responsible for informing the department head to
40 ensure the appropriate employment action is taken.”

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PART II: This Ordinance shall become effective upon passage.

PASSED and ADOPTED by the Walworth County Board of Supervisors this 11th day of October, 2011.

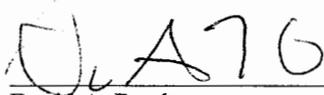
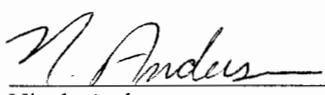
Nancy Russell
County Board Chair

Kimberly S. Bushey
Attest: County Clerk

County Board Meeting Date: October 11, 2011

Action Required: Majority Vote X Two-thirds Vote Other

Policy and Fiscal Note is attached.
 Reviewed and approved pursuant to Section 2-91 of the Walworth County Code of Ordinances:

	<u>9-28-11</u>		<u>9/28/11</u>
David A. Bretl	Date	Nicole Andersen	Date
County Administrator/Corporation Counsel		Deputy County Administrator-Finance	

If unsigned, exceptions shall be so noted by the County Administrator.

ORDINANCE NO. 694 – 10/11

AMENDING SECTION 15-17 OF THE WALWORTH COUNTY CODE OF ORDINANCES RELATING TO THE REDUCTION OF A CLERK POSITION IN REGISTER OF DEEDS

1 THE WALWORTH COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS
2 FOLLOWS:
3

4 PART I: That Section 15-17 in Division 2 of Article I of Chapter 15 of the Walworth
5 County Code of Ordinances is hereby amended to read as follows (additions shown by
6 underline; deletions shown by strike-through):
7

8 “Sec. 15-17. Authorized positions by department.
9

10 (o) *Register of Deeds*
11

12 CLASSIFICATION TITLE	FTE
13	
14 Account Clerk III	1.00
15 Clerk IV	3.00 <u>2.50</u>
16 Deputy Register of Deeds	1.00
17 Property Lister	1.00
18 Register of Deeds (elected)	1.00
19 Total Register of Deeds FTEs	7.00 <u>6.50</u>
20	

21 PART II: This Ordinance shall become effective upon passage.
22

23 PASSED and ADOPTED by the Walworth County Board of Supervisors this 11th day of
24 October 2011.
25
26
27
28
29

30 _____
31 Nancy Russell
32 County Board Chair

30 _____
31 Kimberly S. Bushey
32 Attest: County Clerk

33
34 County Board Meeting Date: October 11, 2011
35

36 Action Required: Majority Vote X Two-thirds Vote _____ Other _____

Policy and Fiscal Note is attached.

Reviewed and approved pursuant to Section 2-91 of the Walworth County Code of Ordinances:

D. A36 9/29/11
David A. Bretl Date
County Administrator/Corporation Counsel

N. Andersen 10/3/11
Nicole Andersen Date
Deputy County Administrator-Finance

If unsigned, exceptions shall be so noted by the County Administrator.

Ordinance No. 694-10/11
Fiscal Note and Policy Impact Statement

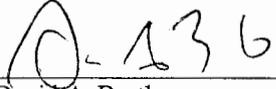
- I. Title:** Amending Section 15-17 of the Walworth County Code of Ordinances Relating to the Reduction of a Clerk Position in Register of Deeds
- II. Purpose and Policy Impact Statement:** The purpose of this ordinance amendment is to reduce a vacant 1.0 FTE Clerk IV position to a 0.50 FTE. A reduction in real estate activity in conjunction with efficiencies realized by the implementation of electronic recording allows for this reduction.
- III. Is this a budgeted item and what is its fiscal impact:** The Clerk IV position is a budgeted position in 2011. The reduction of the budgeted position from full-time to part-time will result in an annual savings of \$19,532. Due to the vacancy in the position and the recruitment time for the reduced position, 2011 will see a savings of \$12,472.
- IV. Referred to the following standing committee(s) for consideration and date of referral:**

Committee: Human Resources Committee Date: September 21, 2011

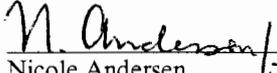
Vote: 5 – 0

County Board Meeting Date: October 11, 2011

Policy and fiscal note has been reviewed and approved as an accurate statement of the probable policy and fiscal impacts associated with passage of the attached ordinance.

 9/29/11

Date
David A. Bretl
County Administrator/Corporation Counsel

 10/3/11

Date
Nicole Andersen
Deputy County Administrator-Finance

Policy and Fiscal Note
Resolution No. 62-10/11

- I. **Title:** Naming a Segment of Walworth County Roadway
- II. **Purpose and Policy Impact Statement:** The purpose of this resolution is to name a segment of roadway transferred from the State of Wisconsin Department of Transportation to Walworth County.
- III. **Budget and Fiscal Impact:** Passage of this resolution will have a minimal fiscal impact, which can be accomplished within the adopted budget.
- IV. **Referred to the following standing committees for consideration and date of referral:**

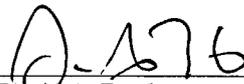
Committee: Public Works

Meeting Date: August 15, 2011

Vote: 4 – 0

County Board Meeting Date: October 11, 2011

Policy and fiscal note has been reviewed and approved as an accurate statement of the probable policy and fiscal impacts associated with passage of the attached resolution.

 9/30/11
David A. Bretl Date
County Administrator/Corporation Counsel

 10/3/11
Nicole Andersen Date
Deputy County Administrator - Finance