BOARD OF SUPERVISORS

Brown County

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EXECUTIVE COMMITTEE
Tom Lund, Chairman
Patrick Moynihan, Jr., Vice-Chairman
Steve Fewell, Patrick Wetzel, Patrick Evans
Bernie Erickson, Patrick Buckley

EXECUTIVE COMMITTEE
Monday, June 11, 2012
6:00 p.m.
Room 200, Northern Building
305 E. Walnut Street

I. Call meeting to order.
II. Approve/modify agenda.
III. Approve/modify minutes of May 7, 2012, Special May 9, 2012 and Joint Executive Committee and Education & Recreation Committee May 22, 2012.

Appointments

1. Appointment of Supervisor Sieber, Supervisor Buckley and County Board Chairman Moynihan to Facility Master Plan Subcommittee.

Communications

2. Communication from Supervisor Robinson re: Request that the County Board (1) hold a special visioning session or series of visioning sessions and (2) consider putting together a Master Plan to guide the work of County Government. *Referred from May County Board.*
3. Communication from Supervisor Hopp re: Engage in discussion, formulation, and negotiation with the City of Green Bay to provide County Employees a reduced rate annual parking permit, to be utilized in the downtown Green Bay parking ramps upper levels. *Ref from May Cty Bd.*
4. Communication from Supervisor Steffen re: Term-limits for Brown County Supervisors. *Referred from May County Board.*
5. Communication from Supervisor Steffen re: Nomination signature threshold for candidates seeking the office of County Supervisor to lower to 50 and 100 signatures. *Ref from May Cty Bd*
6. Communication from Supervisor Steffen re: Eliminating access to health and dental insurance by Brown County Supervisors. *Referred from May County Board.*
7. Communication from Supervisor Van Dyck re: Supervisor Health Insurance and Dental Insurance (see handout attached).
8. Communication from Supervisor Hoyer re: Resolution expressing the Brown County Board of Supervisor's support for locating the Medical College of Wisconsin in the Green Bay area.
9. Communications from Supervisor Haefs re:
   a) Request that the Brown County Board of Supervisors seek a Declaratory Judgment on the legality of supervisors buying health insurance, and
   b) Request that the Brown County Board of Supervisors seek a Declaratory Judgment on the legality of supervisors buying health insurance for the 2012/2013 term under the terms, rates and conditions of the policy passed by the County Board at the Nov. 7, 2011 meeting (50%/55% policy), and
   c) Request the Executive Committee send a motion to the County Board on whether or not board members can by health insurance directly, and
   d) Request that the Executive Committee send a motion to the County Board on whether or not board members can buy health insurance for 2012/2013 term under the terms, rates and conditions of the policy passed by the County Board at the Nov. 7, 2011 meeting (50%/55% policy).
10. Communication from Supervisor Erickson re: Supervisor Health and Dental Insurance for 2012 and 2013. *Referred from May County Board.*

Referred from Administration Committee

11. Discussion of the Chapter 4 modifications and the effects on departments that operate 24 hours per day, seven days per week. *Feb Motion: To refer back to staff to come up with a plan and recommendations of what is needed to be adopted, possible funding mechanisms and a priority list of what is needed to be repaired in a chronological order and bring back in 60 days; May Motion: Refer to June Meeting.* ***Item referred back to Executive Committee as per the County Board 3/21/2012.***

Referred from Public Safety Committee

12. Review and approve an Exchange of Services Agreement between the Oneida Tribe of Indians and Brown County, in regard to a Public Safety radio communications tower and site. *Motion at Public Safety: To approve the Exchange of Services Agreement between the Oneida Tribe of Indians and Brown County for parcel HB678 with the modification to add Federal Court to Number 21 D; Motion at May County Board: To adopt.*

Legal Bills

13. Review and Possible Action on Legal Bills to be paid.

Reports

14. **County Executive Report.**
    a) Brown County Veterans Memorial Complex Deferred Maintenance Planning Executive Summary. *Feb Motion: To refer back to staff to come up with a plan and recommendations of what is needed to be adopted, possible funding mechanisms and a priority list of what is needed to be repaired in a chronological order and bring back in 60 days; May Motion: Refer to June Meeting.*

15. **Labor Attorney Report.**
    a) Brown County Employee Handbook.

Vacant Budgeted Positions (Request to Fill)

16. Administration – Budget Coordinator - will vacate 6/15/12.
17. County Clerk – Elections Specialist – vacated 5/25/12.
18. Human Resources – Payroll Specialist – vacated 6/1/12.
19. Public Works – Highway – Business Coordinator – vacated 6/8/12.

Resolutions, Ordinances

20. Resolution re: the Reclassification of the Director of Port and Solid Waste Position. *Motion at PD&T: To hold for one month for additional comparable.*
21. Resolution re: Change in Table of Organization Public Works Department – Operations Division Operations Manager. *Motion at PD&T: To approve.*
22. Resolution to Approve the Amended and Restated Pledge and Security Agreement and the Addendum to the 1999 Cooperation Agreement.
23. Resolution re: Adopting a Policy regarding the Hiring of Brown County Employees.
24. Resolution re: Authority to Execute a 2012 Labor Agreement with the Brown County Austin Straubel International Airport Employees.
25. Resolution re: Authority to Execute a 2012 Labor Agreement with the Brown County Corrections Officers.
26. Resolution re: Authority to Execute a 2012 Labor Agreement with the Brown County Highway Department Employees.
27. Resolution re: Authority to Execute a 2012 Labor Agreement with the Brown County Neville Public Museum Employees.
28. An Ordinance to Amend Chapter 4 of the Brown County Code Entitled "Personnel Rules and Regulations".

Other

29. Such other matters as authorized by law.

Tom Lund, Chair

Notice is hereby given that action by the Committee may be taken on any of the items, which are described or listed in this agenda. The Committee at their discretion may suspend the rules to allow comments from the public during the meeting. Please take notice that it is possible additional members of the Board of Supervisors may attend this meeting, resulting in a majority or quorum of the Board of

Supervisors. This may constitute a meeting of the Board of Supervisors for purposes of discussion and information gathering relative to this agenda.

PROCEEDINGS OF THE BROWN COUNTY EXECUTIVE COMMITTEE

Pursuant to Section 18.94 Wis. Stats., a regular meeting of the **Brown County Executive Committee** was held on Monday, May 7 2012 in Room 200 of the Northern Building – 305 East Walnut Street, Green Bay, Wisconsin

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Present: Pat Buckley, Bernie Erickson, Pat Evans, Steve Fewell, Tom Lund, Pat Moynihan, Pat Wetzel

Also Present: Executive Troy Streckenbach, Supervisors Schuller & Zima, Deb Klarkowski, Bret Miller, Kristen Hooker, Fred Mohr, Other Interested Parties, Media

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I. **Call Meeting to Order:**
The meeting was called to order by Tom Lund at 5:30 p.m.

II. **Approve/Modify Agenda:**
Item 8d was moved forward and addressed in open session.
Item #9 was moved before #8a.

Motion by Supervisor Buckley, seconded by Supervisor Erickson to approve the agenda as amended. MOTION UNANIMOUSLY APPROVED

III. **Election of Chair:**
Consensus was to waive election and appoint Tom Lund as Chairman of the Executive Committee in his capacity as Vice-Chairman of the County Board.

IV. **Election of Vice-Chair**

Nomination by Erickson, seconded by Buckley to elect Pat Moynihan as Vice-Chair of the Executive Committee. Nominations Closed.
PAT MOYNIHAN ELECTED AS VICE-CHAIR OF THE EXECUTIVE COMMITTEE BY UNANIMOUS BALLOT.

V **Set Time and Date for Regular Meetings:**

Motion by Supervisor Moynihan, seconded by Supervisor Wetzel to set the time and date of Executive Committee meetings at 5:30 p.m. the Monday prior to the County Board meeting. MOTION UNANIMOUSLY APPROVED

At the suggestion of Supervisor Erickson, it was the consensus of the committee that if the appointed member cannot attend, the Vice-Chair of the standing committee will attend in his place.

VI. **Approve/Modify Minutes of March 12, 212:**

Motion by Supervisor Moynihan, seconded by Supervisor Erickson to approve the minutes. MOTION UNANIMOUSLY APPROVED

III

1. **Review of Minutes:**
   a. **Facility Master Plan Subcommittee (March 12, 2011):**

   Motion by Supervisor Fewell, seconded by Supervisor Moynihan to receive and place on file. MOTION UNANIMOUSLY APPROVED

8. **Labor Attorney Report:**
   d. **Closed Session Pursuant to Wis. Stats 19.85 (1)(g) to confer with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. (Health Insurance)**

Attorney Mohr addressed the committee in open session relative to supervisor health insurance, stating that Human Resources has received requests from several supervisors regarding the insurance benefit that was passed by the County Board at budget time. At that time the County Board passed the health insurance benefit at 50%, however, the County Executive vetoed the funding. Consequently in late February, HR sent notices out to those supervisors who were taking the insurance informing them they would be eligible for COBRA. This prompted several calls asking why the County is not funding this benefit which was passed by the County Board.

Mohr stated he contacted Corporation Counsel, John Luetscher, who stated the matter should be handled by Human Resources and turned it back to him.

The reason for the potential closed session, Mohr explained, is because preliminary research done by him resulted in the conclusion there may be issues appropriate to a closed session, one being potential legal exposure to the County, with another being HIPPA issues.

Mohr indicated that a recent opinion by the Attorney General has determined that health insurance is considered compensation in regard to County Board Supervisors. Since the County Board approved Supervisor compensation which was vetoed, the question now is how it will be funded. Mohr indicated there are ways to deal with under-funded liabilities to the County, one being intra-departmental transfers which would go through the Administration Committee, or 2) to take from contingency funds.

Mohr stated that compensation if not funded which was approved may lead to potential liability. He informed the committee he has had several calls from supervisors with one threatening to sue the County in court if the benefit is not funded as approved. Since the end of April, supervisor health insurance has not been a funded benefit, and the 50% has not been collected waiting for this committee to meet and make a decision.
Mohr explained that the County Board has the choice to get an opinion from other outside counsel, or from the Attorney General, or it can be taken to Circuit Court with a request for a declaratory ruling.
Supervisor Buckley clarified with Mohr that supervisors are considered employees and asked that that be provided in writing. In his opinion there may be a conflict of interest as Mohr represents both the County Board and Human Resources. He questioned where Mohr got the authority to continue the coverage. Mohr indicated that after his attempt to

III

turn the matter over to Corporation Counsel with the result that it came back to him, in order to avoid liability to the County, he determined that coverage should be continued until it came before this committee and a decision was made. He agrees that another opinion should be sought.

On behalf of Attorney Mohr, Supervisor Zima pointed out that Mohr has not been the Board Attorney since the end of February. He indicated a closed session may not be appropriate because of violation with HIPPA rules and urged that a decision be made as to how the Board wants to handle this conflict.

Supervisor Wetzel asked if a contract exists which states that supervisors are eligible for health coverage. Mohr replied that the resolution passed by the Board at budget time states that health insurance is available to supervisors at a 50% cost. Wetzel questioned whether it was appropriate for closed session discussion with supervisors who are involved and have threatened legal action.

If a special meeting is scheduled, Moynihan urged that it not be held before the County Board because of the length of the discussion and expressed concerns that none of the supervisors who have issues are present.

When Acting Corporation Counsel, Kristin Hooker, was asked if insurance is an employee benefit, she replied that case law states that compensation has multiple definitions. Mohr presented her with case law, however, she said it was related to a self-funded county, which Brown County is not. She indicated she has not found an opinion directly on point, therefore, recommended that an Attorney General opinion would be beneficial. The question is whether the resolution passed by the County Board but not appropriated is legal.

Executive Streckenbach explained the process leading to this discussion stating that those supervisors who selected the insurance plan were sent a letter informing them of their option to use COBRA. If the answer to the question as to whether or not the county is still obligated to provide insurance is found to be yes, the County would reimburse those supervisors who chose COBRA.

Streckenbach stated he not recall any conversation that coverage would continue at 50% and Mohr agreed, although indicating there have not been any notices of termination sent at this time.

Further debate resulted in the recommendation to schedule a special meeting on Wednesday, May 9th to make a decision as to whether the County wants to continue coverage, if there are supervisors receiving coverage and at what cost, and other details. See Other Matters for Special Meeting time and date.

Communications:

2. **Communication from Supervisor Miller re: Brown County shall give the Convention and Visitor Bureau (CVB) an additional $180,000 per year in room tax from the Stabilization Fund (excess from room tax and refinancing surplus). Brown County shall renegotiate the lease with VCB to charge an additional $25,000 per month from the Resch Center Tenant**

III

and Subtenant. It is hoped that the additional rent would be developed to maintenance of the Resch Center facility. *Motion at Feb Exec: Hold for 60 days.*

Motion by Supervisor Erickson, seconded by Supervisor Moynihan to receive and place on file. MOTION UNANIMOUSLY APPROVED

3. **Communication from Supervisor Miller re: That Brown County begin surcharging employees and dependents under the County's health insurance plan for the behavior of smoking. According to recent data, smoking employees and dependents incur on average $3500 in increased health cots per year. I propose to surcharge an employee who smokes $50/month. I propose to surcharge each insured dependent $25 per month. This would be put in place as soon as practicable.** *Motion on Feb Exec: To move forward, gather more information (the legalities with Corporation Counsel, the implementation process form Human Resources) to come up with proposals in the next 60 days.*

Deb Klarkowski reported that at this time no work has been done on costing, however, the County does have a cessation plan through the present insurance. She was directed to get this information out to employees.

Supervisor Erickson informed the committee of a phone number - 1-800 QUIT NOW which provides quit smoking materials at no cost.

Motion by Supervisor Erickson, seconded by Supervisor Evans to receive and place on file. Motion by substitution made by Supervisor Erickson, seconded by Evans to refer to Human Resources to promote cessation policy and a healthy life style. MOTION UNANIMOUSLY APPROVED

4. **Communication from Supervisor VanderLeest re: Request for a Summary of the top 25 employers in Brown County to determine employee health care contributions and other employee benefits provided.** ***Referred from Administration Committee:***

Klarkowski indicated there is presently a study underway to determine comparables related to employee health care contributions and other benefits provided, although not with the top 25 employers.

Motion by Supervisor Moynihan, seconded by Supervisor Erickson to receive and place on file. MOTION UNANIMOUSLY APPROVED

Legal Bills:

5. **Review and Possible Action on Legal Bills to be Paid**:

Motion made by Supervisor Erickson, seconded by Supervisor Wetzel to approve payment of legal bills. MOTION UNANIMOUSLY APPROVED

Reports:

6. **County Executive Report:**
   a. **Budget Status Financial Repots for January, February, and March 2012:**

III

Motion by Supervisor Fewell, seconded by Supervisor Wetzel to receive and place on file. MOTION UNANIMOUSLY APPROVED

b. **Brown County Veterans Memorial Complex Deferred Maintenance Planning Executive Summary.** *Motion at Feb Exec: To refer back to staff to come up with a plan and recommendations of what is needed to be adopted, possible funding mechanisms, and a priority list of what is needed to be repaired in a chronological order and bring back in 60 days.*

Executive Streckenbach indicated that the goal is to follow through with this recommendation after the contract with PMI has been approved.

Motion by Supervisor Fewell, seconded by Supervisor Wetzel to refer to June meeting. MOTION UNANIMOUSLY APPROVED

7. **Board of Supervisors:**
   a. **Budget Status Financial Report for March 2012:**

Motion by Supervisor Fewell, seconded by Supervisor Moynihan to receive and place on file. MOTION UNANIMOUSLY APPROVED

Resolutions/Ordinances:

9. **Resolution re: Change in Table of Organization Public Works Department – Engineering Division Civil Engineer:**

Paul Fontecchio that the Public Works Department currently has 2.0 FTE Engineer Tech I positions. Human Resources in conjunction with Public Works has evaluated the operational needs of the department and has determined to create a Civil Engineer position which will improve quality and efficiency. Therefore, the recommendation is to delete a 1.0 Engineer Tech I position, and add a 1.0 FTE Civil Engineer position to the Table of Organization. The Civil Engineer position will start at Grade 16 with funding available in the Highway budget.

Motion by Supervisor Erickson, seconded by Supervisor Moynihan to approve. MOTION UNANIMOUSLY APPROVED

Supervisor Buckley excused at 6:25 p.m.

8. **Labor Attorney Report:**
   a. **Union Certifications:**
   A handout addressing this issue was distributed by Attorney Mohr and is attached. Mohr updated the committee stating that Highway employees are subject to a Clarification Petition pending in front of WEAC to consolidate as a Department of Public Works unit.

Mohr also informed the committee that the Federal Court struck down a portion of the Walker Repair Bill (2011 Act 10) including the decertification portion. In April the parties appealed and a stay was issued on the decertification language. If the

District Court is upheld, all unions presently decertified will be returned to certified status. See attachment for a list of those involved.

Motion by Supervisor Erickson, seconded by Supervisor Wetzel to receive and place on file. MOTION UNANIMOUSLY APPROVED

b, **Discussion of Employee Handbook:**
The final draft of the Employee Handbook will be reviewed a last time and sent to members before the June meeting.

Motion by Supervisor Erickson, seconded by Supervisor Moynihan to refer to June meeting. MOTION UNANIMOUSLY APPROVED

c. **Closed Session Pursuant to Wis Stats 19.85(1)(c) to consider employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility. (Labor Negotiations)**

Motion by Moynihan, seconded by Wetzel to enter into Closed Session. Roll Call: Present: Bernie Erickson, Pat Evans,
Steve Fewell, Tom Lund, Pat Moynihan, Pat Wetzel
Excused: Pat Buckley
MOTION UNANIMOUSLY APPROVED

Recording Secretary excused 6:35p.m.

Motion by Evans, seconded by Erickson to return to regular order of business. Roll Call: Present: Bernie Erickson, Pat Evans,
Steve Fewell, Tom Lund, Pat Moynihan, Pat Wetzel
Excused: Pat Buckley
MOTION UNANIMOUSLY APPROVED

d. **Closed Session Pursuant to Wis. Stats 19.85 (1)(g) to confer with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. (Health Insurance)** See discussion beginning on page 2.

10. **Other:**
Special Meeting scheduled on Wednesday, May 9, 2012 at 5:30 p.m. to discuss Supervisor Health Insurance Coverage.

Motion made by Supervisor Moynihan, seconded by Supervisor Wetzel to adjourn at 6:37 p.m. MOTION UNANIMOUSLY APPROVED

Respectfully submitted,

Rae G. Knippel
Recording Secretary

III

UNION CERTIFICATIONS

Human Services Professional Employees (133)
Human Services Para-Professional Employees (39)
Museum Employees (Teamsters) (8)
Highway Employees (Teamsters)* (90)
Corrections Employees (Teamsters) (141)
Airport Employees (Teamsters) (20)
Electricians (IBEW No. 158) (5)
Sheriff's Non-Supervisory Employees (125)
Sheriff's Supervisory Employees (24)

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* The Highway employees are subject to a Clarification Petition pending in front of the WERC to consolidate as a Department of Public Works unit.

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NOTE: In WEAC v. Walker, 2011 CV 248, the Federal Court struck down a portion of the Walker Repair Bill (2011 Act 10) including the decertification portion. On April 27, 2012, the parties appealed and a stay was issued on the decertification language. If the District Court is upheld, all unions presently decertified will be returned to certified status. These include:

Courthouse Employees (Teamsters) (275)
Public Health Nurses (AFSCME) (13)
Mental Health 1901 (AFSCME) (206)
Mental Health Nurses (AFSCME) (38)
Library Professional Employees (AFSCME) (15)
Library Para-Professional Employees (AFSCME) (39)
Library Clerks (AFSCME) (61)
Shelter Care Employees (AFSCME) (28)
Sanitarians (6)
Medical Examiner Deputies (7)

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585 Employees now covered by certified unions

688 Employees were in unions now in decertified status

PROCEEDINGS OF THE BROWN COUNTY EXECUTIVE COMMITTEE

Pursuant to Section 18.94 Wis. Stats., a special meeting of the **Brown County Executive Committee** was held on Wednesday, May 9, 2012 in Room 200 of the Northern Building – 305 East Walnut Street, Green Bay, Wisconsin

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Present: **Chair Lund, Supervisor Evans, Supervisor Erickson, Supervisor Wetzel, Supervisor Moynihan, Supervisor Buckley, Supervisor Fewell**

Also Present: **Supervisor Hopp, Supervisor Robinson, Supervisor Carpenter, Supervisor Landwehr, Supervisor Sieber, Supervisor Van Dyck, Supervisor Vander Leest, Debbie Klarkowski, Fred Mohr, Troy Streckenbach, Kristen Hooker, Brent Miller**

I. **Call Meeting to Order:**
The meeting was called to order by Chair Tom Lund at 5:30 p.m.

II. **Approve/Modify Agenda:**

Motion by Supervisor Evans, seconded by Supervisor Wetzel to approve the agenda. Vote taken. MOTION CARRIED UNANIMOUSLY

1. **Discussion with Possible Action re: Discuss with Brown County Corporation Counsel possible legal implications relating to previous actions taken in regards to Brown County Supervisor health benefits/insurance and whether to refer the matter to the Attorney General for legal opinion or retain outside Counsel for further assistance.**
   b. **Possibility of Closed Session Pursuant to Wis. Stats.§ 19.85(1)(g) to confer with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved.**

Chair Lund stated that he did not feel a closed session would be necessary.

Motion made by Supervisor Erickson, seconded by Supervisor Evans to refer to the Attorney General, WCA and NACO for an outside opinion. ***Motion Withdrawn***

Chair Lund asked Interim Corporation Counsel Kristen Hooker what her position was with regard to this. Hooker stated her intention was to put together a submission of what she considered to be the issues, going all the way back to when the resolution was passed and up through the present time to get a full opinion from the Attorney General. She did note that it would likely take a significant amount of time to get an opinion from the Attorney General's office.

Lund asked about continuing the funding of benefits for those Supervisors who took the insurance and Hooker responded that if this was to be discussed in detail she would prefer to do it in closed session. Lund did not feel that closed session was necessary; he

III

simply wanted to know if it is the County's position that they would still have to offer benefits. Hooker stated that her position is that it could remain as an unfunded resolution.

Supervisor Fewell arrived at 5:37 pm.

Supervisor Wetzel stated there was a lot of confusion at the May 7 Executive Committee meeting as to whether Supervisors are even eligible for insurance. He stated that he had contacted Human Resources to see what happened as several different things were stated in the earlier meeting. His understanding following his conversation with Human Resources was that COBRA letters were sent out in February stating that benefits would be terminated as of April 30, 2012 and further setting forth rights under the law with COBRA for up to 60 days, and that the Supervisors would have to cover the expense.

Hooker could not speak as to why COBRA notices were sent nor if it was appropriate to do so. She stated this is another issue that remains up in the air as well as whether Supervisors are supposed to be treated in the manner they are being treated which is almost as employees. Her legal opinion is that Supervisors are not to be treated as employees. Wetzel asked if the issue of the COBRA letters should be included in the issues that need an opinion and Hooker responded that at this time she felt that everything that had occurred from the beginning to where things stand today should be reviewed by the Attorney General as she believed all these types of direct and indirect issues will come up if there is no definitive opinion.

Supervisor Buckley felt that a legal opinion was needed as it was his understanding that benefits were not extended to Supervisors and that Supervisors do not currently have insurance. Hooker answered that she is not sure whether they have insurance or not. Lund asked Human Resources Manager Debbie Klarkowski if there are people under the impression they still have insurance. Klarkowski stated that COBRA letters were sent out at the end of February, 2012 because Human Resources was of the understanding that the benefit was no longer to be offered to County Board Supervisors. Klarkowski continued that under COBRA laws a person has 60 days to select if you wish to have COBRA or not. She stated that someone could have an injury or illness in the middle of May and then pay the premium for COBRA and the bill would be covered. She also stated that COBRA premiums would not be a cost to the County, but the premium that a person would be paying has a 2% fee on top of the normal premium. She felt that the question that needs to be answered is if the Board wished to continue that way or offer the benefit as it has been offered until an opinion is received from the Attorney General.

Buckley asked Klarkowski at what point she was advised that someone disagreed with the COBRA coverage and felt they should be carried under regular insurance. Klarkowski replied that she is not personally aware of anyone coming into Human Resources until sometime in April. She also stated that some individuals contacted Attorney Mohr directly. When asked if she had asked Attorney Mohr to provide a legal opinion, Klarkowski stated that an opinion was not requested of Attorney Mohr, but they did request an opinion from Corporation Counsel. Lund stated that in the May 7

Executive Committee meeting it was indicated that Corporation Counsel then passed this back to Mohr.

Klarkowski continued that the 60 days she referred to earlier is the timeframe for someone to elect to take the COBRA coverage. Buckley asked if anyone had paid for their insurance and Klarkowski responded that she cannot answer that because Benefit Advantage administers the insurance for Brown County and she does not know if anyone contacted them.

Buckley recalled from the May 7 meeting that Mohr explained that this is part of a contract the Supervisors have and that if they did not pay their part of the contract they did not enact their part of the contract. In other words, you would have to participate in the contract if you are going to enforce the contract. At this point Mohr advised that somebody had paid COBRA and there have also been several Supervisors that have offered to pay 50% of the premiums, but there is no authority for this. Mohr continued that he alerted County Executive Troy Streckenbach of this situation sometime in early April and asked him what should be done. Mohr did not get a response from the County Executive and he then then sent a letter in late April to the new County Board Chair informing him of the facts and suggesting either a legal opinion or putting the issue on the Executive Committee agenda.

Buckley further recalled from the May 7 meeting that Mohr indicated he had given authority to continue coverage however, Mohr said that he had misspoken. Mohr did want to ensure that nobody was left hanging and further that the County did not have potential liability. Buckley asked Mohr what capacity he was acting in as far as providing legal advice to Supervisors who came directly to him and Mohr said that those who came directly to him had gone to Corporation Counsel first, but were told that he (Mohr) was handling the issue. Mohr said he was acting in his capacity as labor attorney and he also said that it was his understanding that one person has paid for COBRA.

Buckley asked County Executive Troy Streckenbach if the information from Attorney Mohr was accurate. Streckenbach stated that he was informed that there was a number of Supervisors that had inquiries regarding the insurance issue and Mohr had asked if he should respond. Streckenbach stated he felt this should be discussed with Corporation Counsel. Several days later he received a communication from Mohr setting forth his stance and opinion as well as the suggestion that this come before the Executive Committee. He was somewhat alarmed by the comments that the continuation of the benefit had been authorized and he then went to Human Resources and spoke with an employee to find out what took place. He was then informed that the benefit had been authorized to be continued. Klarkowski clarified that this meant under COBRA only.

Supervisor Erickson pointed out that there was a possibility that some Supervisors who received the COBRA letter in February are no longer on the Board. He also stated that this was passed in the budget and even though it is unfunded it is still in the budget and there may have been people elected that very possibly are planning on taking the

III

benefit. Klarkowski stated that those elected in April would have received a letter stating that benefit is not offered to County Board Supervisors. Erickson asked Klarkowski if she meant not offered or not funded as he felt that it is technically offered by what was passed in the budget. Hooker confirmed that it was passed as an unfunded benefit.

Lund told Hooker that her dissertation on the issue should be whether the veto really vetoed the benefit or just unfunded the benefit. Hooker said the legal stance she would have taken had she been asked is that unfunded resolutions exist all the time and the County Board did what it did and the County Executive acted appropriately under his constitution rights in vetoing the appropriation. She continued that case law indicates there is really nothing more that the County Board necessarily has to do in this respect and the benefit can just remain an unfunded resolution.

Evans stated that he had been contacted by a Supervisor who was under the understanding after speaking with Klarkowski and Mohr that his regular insurance was still in effect as long as he paid the 50% premium. Evans asked if the only way to now get the insurance is through COBRA and Klarkowski stated that that was correct. She continued that according to the COBRA regulations, the Supervisor would have 60 days to make the decision to elect COBRA. Klarkowski said that HR's interpretation of the veto is that this is not a benefit to be offered to part time elected officials and that is how the COBRA letter got sent out.

Evans asked Klarkowski if when it comes to health insurance, the Supervisors have a benefit or COBRA as both he and Hooker view these as two different things. He asked Klarkowski if she also viewed these as two different things and Klarkowski answered that she did not feel it was her place to get into the middle of this. Buckley stated that continuation of health insurance via COBRA is more of a federal requirement and Human Resources would have to follow their normal procedures in this regard just as they would when someone quit or was terminated. Lund felt that the question is whether the veto unfunded the benefit and whether the funding can be made up by the individual. Buckley clarified that the veto does not unfund the COBRA and everyone was in agreement. Evans felt that perhaps they should err on the side of continuing on with the County insurance and having Supervisors pay their 50% portion while waiting for a legal opinion. Buckley felt that upon the COBRA letters being sent out, coverage was terminated.

Supervisor Fewell felt that not only did the benefit for Supervisors end upon the unfunding of it, but also that the press presented it that way and that is how the public viewed it as well. He also stated that as far as the benefit being unfunded, there are unfunded positions that remain in the table of organization and the only way the position can be funded again is to go the Board and ask for a vote and find the money. Fewell felt that to be safe Supervisors could pay for the COBRA, put a communication in to ask the County Board if they wish to fund the benefit, if the Board votes to fund it then it's funded. With regard to the Attorney General's opinion, Fewell felt that this would take a long time and perhaps a more expeditious way to proceed would be to

III

seek a declaratory judgment in Circuit Court. He also wondered if a benefit that is started in a term can be terminated within the term. He felt that compensation set at budget time may have to remain that way for the entire two year term similar to salaries that cannot be adjusted during a term.

Hooker stated that compensation was set at the time of the budget and then vetoed by the County Executive, and at that point it would have gone back to the Board for reconsideration and a 2/3 vote could have arguably overturned the veto of the appropriation. Hooker was not sure if the issue of compensation could be taken up at any Board meeting or if it needed to wait until the annual meeting where these types of items are decided. This goes to what constitutes compensation and as pointed out earlier by Mohr, there are opinions on both side of the fence as far as what compensation is.

Hooker continued that she had not been asked to provide an opinion on this, but she can certainly do that before seeking an Attorney General opinion. Lund felt that Hooker should probably weigh this out, but also formulate what questions would be asked of the Attorney General because the Board will want to see what she would send to the Attorney General and what opinion they are looking for.

Vice Chair Moynihan clarified that Hooker's point is to hold off on the Attorney General's opinion and for her to garner information and form her own opinion and Hookier confirmed that that would be her suggestion. Fewell pointed out that even after the opinions are formulated, the Board would still have to come back and vote to fund the benefit. Lund reiterated that it is not clear if they could vote to fund it at this point or whether it would have to wait until November and this would involve another legal opinion.

Moynihan stated that he would not support the motion to refer to the Attorney General, WCA and NACO as he felt this would really muddy the water, and he is of the opinion that seeking a declaratory judgment to expedite the situation would be more appropriate.

Erickson withdrew his motion at this time.

Mohr stated that one other issue that should be included in an opinion that has not been discussed is what if a Supervisor says the benefit was passed but unfunded and now wants to pay 100% of the premium.

Mohr asked Streckenbach if it was his intention at the time of the veto that if a Supervisor would pay the entire premium they could continue on the plan. Streckenbach stated that his intention with the veto was to not allow the insurance to be available to the Supervisors and he went into it with the understanding that it is an unfunded resolution that at some point in time if the County wanted to fund it, they could do so. Streckenbach felt that his intentions were clear as he ran on it as an issue

and proposed it through the budget and followed through the veto process. He also felt that there were pros and cons to each scenario and option discussed.

Wetzel stated his understanding was that this was unfunded and if they wished to fund it they would have to bring it to the Board and vote on it like everything else. He was somewhat disturbed to hear that some Supervisors went to Mohr directly instead of going through Human Resources which would be the appropriate point of contact. Klarkowski stated Supervisors who went to Mohr went directly there and not at the direction of Human Resources. Wetzel felt that if Supervisors were under the understanding that they still had regular insurance as part of their benefit it didn't make sense to go to Mohr. He felt that perhaps these Supervisors realized that they no longer had their insurance when they received the COBRA letter or if they followed the regular procedure they would be denied. He also said that when the COBRA letters were received, one could not claim ignorance on a letter that says insurance will terminate on April 30. He felt that these questions and issues should have been raised sooner. Lund stated that due diligence was done by Human Resources when they sent out the COBRA letters.

Buckley felt that Supervisors should not have gone directly to Mohr but rather should have gone through the Human Resources process. Buckley felt this should revert back to Corporation Counsel for an opinion rather than the Attorney General and he would like to see an opinion by Corp. Counsel by the next Executive Committee meeting.

Motion made by Supervisor Buckley, seconded by Supervisor Moynihan to refer to Corporation Counsel to come back to June Executive Committee meeting with recommendation. Vote taken. MOTION CARRIED UNANIMOUSLY

Supervisor Carpenter stated that he spoken with representatives in Human Resources three weeks ago to have questions answered. Specifically the question was whether it was correct to sign up for the COBRA plan when his interpretation was that funding for the insurance was eliminated and not the benefit and he felt that he would be able to continue to pay 100% of the premium of the benefit. He was told by Human Resources staff that they would get back to him with an answer later that same afternoon or the following morning, but now, three weeks later, he has still not received an answer from Human Resources. Since he did not receive answers he does not know if he should pay COBRA or the County but his impression is that he should be making a check to the County for the premium because the benefit is still eligible. He felt that Human Resources and Corporation Counsel should have done more work to figure these things out. He also felt that sending this to Corporation Counsel makes more sense than sending it to the Attorney General at this point to expedite some answers.

Supervisor Hopp stated that he had been at a Counties Association workshop earlier in the day and this question was presented. He stated that there is a difference between compensation and benefits and the Counties Associations' interpretation is that health insurance is a benefit and not compensation, in part because Supervisors that do not partake in the insurance are not off set with increased pay. There were two actions

III

taken by the Board during budget time, one being to fund and one to have the benefit and the action to provide the benefit can be stopped at any time, even within the two year period since it is not part of overall compensation. Therefore, Hopp felt the benefit could be pulled and his position is that it should be pulled. He understood the position of Supervisors who had the insurance but he did not feel it would be appropriate to spend further funds on this matter for outside opinions or court orders.

Hooker stated that former Corporation Counsel John Luetscher had given an opinion similar to what was set forth by Hopp. She came to pretty much the same conclusion from what she has reviewed and agreed that getting an opinion from Corporation Counsel would be the most efficient way to handle this at this time. Hooker also stated that she had concerns about the Court even accepting this case at this time as it may not be ripe enough for a declaratory judgment.

Fewell felt that there were legal opinions being exercised on budget day when these decisions were being made. His recollection was that Supervisors would have the right to have the insurance but they would have to pay 100%.

Carpenter also pointed out that a decision needs to be made as soon as possible as to if the benefits are eligible or not eligible because there are situations that if a spouse has health insurance they need to disclose if they are eligible to receive other insurance.

2. Such other matters as authorized by law.

Motion made by Supervisor Fewell, seconded by Supervisor Wetzel to adjourn at 6:31 p.m. Vote taken. MOTION CARRIED UNANIMOUSLY

Respectfully submitted,

Therese Giannunzio
Recording Secretary

III

PROCEEDINGS OF THE BROWN COUNTY EXECUTIVE COMMITTEE

Pursuant to Section 18.94 Wis. Stats., a joint meeting of the **Brown County Executive Committee** and the **Brown County Education & Recreation Committee** was held on Tuesday, May 22, 2012 at the Resch Centre – 1901 South Oneida Street in Green Bay, Wisconsin

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Present:
Executive Committee Members – Tom Lund, Chair, Patrick Moynihan, Bernie Erickson, Patrick Buckley, Patrick Evans, Patrick Wetzel, and Steve Fewell
Education & Recreation Committee Members – Patrick Wetzel, Chair, John VanderLeest, Erik Hoyer, John VanDyck, and Patrick Williams

Also Present: Executive Troy Streckenbach, Carolyn Maricque, Supervisors LaViolette, Moynihan, Schuller
Rob Strong – City of Green Bay,
Ken Wachter - PMI
Other Interested Parties, Media

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1. **Call Meeting to Order:**
The meeting was called to order by Tom Lund at 5:30 p.m.

2 **Approve/Modify Agenda:**

Motion by Supervisor Fewell, seconded by Supervisor Evans to approve the agenda. MOTION UNANIMOUSLY APPROVED

3. **Closed Session: Deliberation and possible negotiations/action relating to the PMI/County Resch Lease Agreement. Pursuant to Wis. Stat. 19.85 (1)(e), any meeting of a governmental body may be convened in closed session for purposes of deliberating or negotiation the purchasing of public properties, the investing of public funds, or the conducting of other specified public business, whenever competitive or bargaining reasons require a closed session.**

Motion by Supervisor Fewell, seconded by Supervisor Wetzel to enter into Closed Session at 5:32 p.m. Roll Call: All Present. MOTION UNANIMOUSLY APPROVED

Motion by Supervisor Evans, seconded by Supervisor Buckley to return to regular order of business at 6:45 p.m. Roll Call: All Present. MOTION UNANIMOUSLY APPROVED

III

4. **Discussion and possible approval of PMI/County Resch Lease Agreement:**

5. **Discussions/Updates with Possible Action re: Progress between PMI and Brown County in re-negotiating their lease Agreement for the Veterans Memorial Complex and the implication if said negotiations are still ongoing subsequent to June 1, 2012:**

When asked by Supervisor Moynihan, PMI President Ken Wachter addressed the committees relative to the offer made by PMI and a timeline of events.

Wachter explained that in February 2012 he met with County Executive Streckenbach at which time a 10 year agreement was proposed with rent at $300,000 per year. The County requested the proposal be put in contract form for the March Board meeting. A week before the County Board meeting, Wachter heard from Streckenbach that the County was not ready and that the deal was unacceptable, that it was not enough money.

A counter proposal was received from the County in April with a request for $1 million from PMI. Wachter stated that was unacceptable that PMI would be bankrupt in two years. In May, a meeting was held with Tom Lund, Pat Evans, John VanderLeest at which time PMI was told that a larger rent payment was needed with an escalator. The rent was raised and a 3% escalator offered. Wachter stated that he did not hear from the County Executive until May 15th at which time a request was made to change the clause as to how rent was handled. Wachter agreed and clarified that the money which was offered and the escalator was agreeable. On Friday, May 18th he heard from the County that the rent was increased by $575,000. Wachter stated that this contract is unacceptable and above industry standards. Although he feels that the contract is 99% acceptable, he pointed out that PMI takes all risks and covers all expenses. The County has not bonded since 1987 when ShopKo Hall was built.

Supervisor Evans stated that he has read both contracts, pointing out that the County has had a positive relationship with PMI in the past.

Motion made by Supervisor Evans, seconded by Supervisor Moynihan to accept the PMI agreement as proposed and that PMI and Brown County continue to negotiate in good faith and bring back their intensions to the County Board on June 20, 2012.

Motion made by substitution by Supervisor VanDyke, seconded by Supervisor VanderLeest to approve the lease agreement as

proposed by Brown County's template incorporating the rent as proposed by PMI and incorporating the language changes that were mutually agreed upon today, and that any further language issues that remain be negotiated in good faith between Brown County and PMI by Friday, May 25, 2012.

Supervisor Fewell stated he was not in agreement with either motion suggesting that PMI and the County get together and come to a decision in time for a final vote at a special County Board meeting Wednesday. Fewell pointed out that 25 years ago there was the same argument, that the County Board wanted to see all the books and all the salaries and they were told that PMI would not supply this information.

Motion by Supervisor Fewell, seconded by Supervisor Erickson that PMI and the County get together and make a decision by Friday, May 25th with expected passage by the County Board the following Wednesday. MOTION UNANIMOUSLY APPROVED

County Board Chairman Moynihan requested that the parties meet face to face and have a decision by Friday.

Above motions by Supervisor Evans and Supervisor VanDycke withdrawn.

6. **Such Other Matters as Authorized by Law:**

Motion made by Supervisor Fewell, seconded by Supervisor Buckley to adjourn at 7:10 p.m. MOTION UNANIMOUSLY APPROVED

Respectfully submitted,

Rae G. Knippel
Recording Secretary

BOARD OF SUPERVISORS

Brown County

2444 BABCOCK ROAD
GREEN BAY, WISCONSIN 54313
PHONE (920) 544-8322

PATRICK W. MOYNIHAN, JR.
BROWN COUNTY BOARD OF SUPERVISORS CHAIRMAN

June 6, 2012

Members of the Executive Committee:

I respectfully submit for your confirmation to the following:

Facility Master Plan Subcommittee
The appointment of Supervisor Patrick Buckley, Supervisor Tom Sieber and myself, Brown County Board Chairman Patrick Moynihan, Jr. to the Facility Master Plan Subcommittee.

Thank you for considering these appointments. Please call me if you have any questions.

Sincerely,

Patrick W. Moynihan, Jr.
Chairman, Brown County Board of Supervisors

BOARD OF SUPERVISORS

Brown County

BROWN COUNTY
BOARD OF SUPERVISORS
GREEN BAY, WISCONSIN

Meeting Date: May 16, 2012

Agenda No.: 5.b. - Late Communications

Motion from the Floor

I make the following motion:

Request that the County Board (1) hold a special visioning session or series of visioning sessions, and (2) consider putting together a Master Plan to guide the work of County government.

Signed: Dave Robinson

District No. 19

(Please deliver to County Clerk after motion is made for recording into minutes.)

BOARD OF SUPERVISORS

Brown County

BROWN COUNTY
BOARD OF SUPERVISORS
GREEN BAY, WISCONSIN

Meeting Date: MAY 16, 2012

Agenda No.: LATE COMMUNICATION

Motion from the Floor
I make the following motion:

Executive Committee

Engage in discussion, formulation, and negotiation with the City of Green Bay to provide County Employees a reduced rate annual parking permit, to be utilized in the downtown Green Bay parking ramps upper levels.

Signed: Bradley A. Hopp

District No. 5

(Please deliver to County Clerk after motion is made for recording into minutes.)

Brown County Supervisor David Steffen
Davidsteffen04@yahoo.com
(920) 246-0102

May 16, 2012

RE: Term-limits for Brown County Supervisors

To Whom it May Concern:

In an effort to increase accountability and competition for the 26 Brown County Board of Supervisors positions, I respectfully request the County Board review, discuss, and take action on the option of imposing term limits on members of the Board of Supervisors.

Term limits will provide favorable and fundamental change to the politics of Brown County. Specifically, term limitation creates a climate in which a greater number and breadth of residents will assist in developing and directing Brown County government. A successful democracy requires a healthy dose of public participation. It is my hope that occasional, mandatory change-over of the County Board will foster better public policy, along with additional participation and satisfaction from the residents we serve.

Specifics of term-limit proposal from David Steffen:

1. Review with Corporate Counsel the County's ability to create/enforce a term limit ordinance in regards to Supervisors.
2. If the County may create/enforce such an ordinance, consider the following specifics:
   - No individual shall serve the same Supervisory District for more than five (5) consecutive terms
   - For currently elected Supervisors, the term limit ordinance would become applicable at the conclusion of their current term. (i.e. the "term limit clock" will not begin ticking for any existing Supervisor until his/her re-election date)
   - Any former Supervisor may seek election to the same Supervisory District after four (4) years or more of not serving on the Board of Supervisors
3. If Wisconsin state law prohibits the County from pursuing this action, I respectfully request a resolution be drafted in support of term limits. This resolution can then be voted upon and submitted to our state legislators and governor for further action.

Please let me know if any additional information or action is required from me to bring this matter before the Brown County Board of Supervisors.

Sincerely,

David Steffen

Brown County Supervisor David Steffen
Davidsteffen04@yahoo.com
(920) 246-0102

May 15, 2012

RE: Nomination signature threshold for candidates seeking the office of County Supervisor

To Whom it May Concern:

In an effort to increase accountability and competition for the 26 Brown County Board of Supervisors positions, I respectfully request the County Board review, discuss, and take action on reducing the nomination signature threshold from 100 to 50.

State law allows Brown County to set the threshold from 50 to 100 signatures. Reducing the nomination signature threshold will increase the competition and accountability of the Brown County Supervisors to their constituents.

Please let me know if any additional information or action is required from me to bring this matter before the Brown County Board of Supervisors.

Sincerely,

David Steffen

BALLOT ACCESS CHECKLIST

FOR 2012 COUNTY SUPERVISOR AND

COUNTY EXECUTIVE CANDIDATES

Each of the following forms must be completed and filed on time by a candidate for the office of county supervisor or county executive in order for the candidate's name to be placed on the ballot for the February 21, 2012 Spring Primary and the April 3, 2012 Spring Election.

The filing officer for county supervisor or county executive is the county clerk, except in Milwaukee County where the filing officer is the Milwaukee County Board of Election Commissioners. Candidates should contact their filing officer for further information or to obtain any of the necessary forms.

☐ Complete and submit a ***Campaign Registration Statement*** **(Form GAB-1)** to the filing officer no later than **5:00 p.m. on Tuesday, January 3, 2012.**

- *New candidates* should file a campaign registration statement as soon as intent to seek elective office is known and before funds are collected or spent. §§11.05(2g), 11.10(1), Wis. Stats.
- *Continuing candidates* should file an amended campaign registration statement indicating the office sought and the new primary and election dates.
- **All** candidates should file a campaign registration statement or amended statement **before** circulating nomination papers. A current form must be filed with the filing officer by January 3, 2012, or the candidate's name will not be placed on the ballot. §§8.10(5), 8.30(2), Wis. Stats.

☐ Circulate and submit ***Nomination Paper for Nonpartisan Office*** **(Form GAB-169)** to the filing officer no later than **5:00 p.m. on Tuesday, January 3, 2012.** Nomination papers may not be circulated before December 1, 2011. §8.10(2), Wis. Stats.

The number of signatures required are as follows:

County Executive:

In counties with populations over 500,000	2,000 - 4,000
In counties with populations between 100,000 and 500,000	500 - 1,000
In counties with populations under 100,000	200 - 400

County Supervisor:

In counties with populations over 500,000	200 - 400
In counties with populations between 100,000 and 500,000	*100 - 200
In counties with populations under 100,000	20 - 100

☐ Complete and submit a ***Declaration of Candidacy*** **(Form GAB-162)** to the filing officer no later than **5:00 p.m. on Tuesday, January 3, 2012.** This form must be filed by January 3, 2012, or the candidate's name will not be placed on the ballot. §§8.10(5), 8.21, 8.30(4), Wis. Stats.

*This number applies unless the county has passed an ordinance per §8.10(3m), Wis. Stats., to reduce the minimum number of signatures to 50.

For further information or to obtain any of the necessary forms, please contact:

Brown County Supervisor David Steffen
Davidsteffen04@yahoo.com
(920) 246-0102

May 15, 2012

RE: Eliminating access to health and dental insurance by Brown County Supervisors

To whom it may Concern:

Brown County has allowed Brown County Supervisors to receive health and dental insurance coverage through the Brown County health program for many years. This type of fringe benefit blurs an important and necessary distinction between what it means to be a Brown County employee versus a part-time, public servant.

I respectfully request the County Board review, discuss, and take action on eliminating the access to health and dental insurance benefit currently available to the Board of Supervisors.

Specifics relating to my request:

1. Current Brown County Supervisors may continue their existing health and dental insurance coverage through the conclusion of their current term.

2. Brown County Supervisors who elect to continue their existing health and dental insurance coverage will be required to pay 100% of the County's costs associated with providing the aforementioned coverage.

3. Brown County Supervisors elected in April 2012 and beyond will not have the County's health or dental insurance program as a part of their fringe benefit program.

Please let me know if any additional information or action is required from me to bring this matter before the Brown County Board of Supervisors.

Sincerely,

David Steffen

BOARD OF SUPERVISORS
Brown County

BROWN COUNTY
BOARD OF SUPERVISORS
GREEN BAY, WISCONSIN

Meeting Date: May 16, 2012

Agenda No.: 5 - Communications

Motion from the Floor

I make the following motion:

Communication from John Van Dyck re: Supervisor Health and Dental Insurance

During the 2012 budget process, funding for Brown County Supervisors health and dental insurance benefits was eliminated. The general intention of this action was the elimination of health and dental coverage for existing and future Brown County Supervisors. In keeping with this intention, the County HR Department correctly terminated any exiting coverage for Brown County Supervisors effective April 30, 2012. In an attempt to clear up any inconsistencies and/or misunderstandings that may exist, I propose that the Brown County Board confirm the position and actions taken by the HR Department in regards to this issue and remove the unfunded benefit from the 2012 budget.

Signed: John Van Dyck

District No. 17

(Please deliver to County Clerk after motion is made for recording into minutes.)

From: Erik Hoyer <ewhoyer@hotmail.com>
Sent: Tuesday, June 05, 2012 3:52 PM
To: Loehlein_AA; Giannunzio_TG; Streckenbach_TJ; Patrick Moynihan Jr.; Thomas Lund
Subject: Resolution for Executive Committee meeting on 6/11/12
Attachments: MCW Resolution.docx; MCW Resolution.pdf

County Executive Streckenbach, Supervisor Moynihan, Supervisor Lund, Alicia, and Terese:
Attached please find word and pdf copies of a resolution I would like to present to the executive committee at the next meeting on June 11, 2012. It is a resolution by the county board showing our support of the establishment of a satellite campus of the Medical College of Wisconsin here in the Green Bay area. One of my constituents, Greg Flisram, is the director of the Economic Development office of the City of Green Bay - he has been collecting similar resolutions of support from various municipalities and organizations and wanted ours to be included. I believe that the support from our board would further strengthen the case for what would be a academic and medical beacon for our county.

Troy - does the corporate council need to review this? I had talked over this with Chair Moynihan, but I wanted to ensure that everyone else was on board, as well as to request to Supervisor Lund that I be placed on the agenda for the June 11th Executive Committee. If there are no necessary adjustments, Alicia or Terese- I would appreciate its inclusion in the next weekly packet. Ultimately, my goal is to have this approved by the executive committee and brought to the full board for vote for approval on June 20th.

As I am quite new at all this, any or all of you should please feel free to offer any guidance in the process, advice for revisions, suggestions that I jump in a lake, etc.

Erik Hoyer
District 4 Supervisor

8

June 20, 2012

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentleman:

RESOLUTION EXPRESSING THE BROWN COUNTY BOARD OF SUPERVISOR'S SUPPORT FOR LOCATING THE MEDICAL COLLEGE OF WISCONSIN IN THE GREEN BAY AREA

WHEREAS, the Medical College of Wisconsin (hereinafter "MCW") is considering establishing satellite medical schools in various communities throughout the State, including the Green Bay area; and

WHEREAS, MCW is looking to pilot innovative "virtual" and decentralized medical campus that would be hubbed among several area educational institutions and would be linked into their main campus via telecommunication technology; and

WHEREAS, MCW is looking to develop partnerships with area educational institutions, municipalities, service-providers, and existing hospital systems in the selected communities; and

WHEREAS, MCW has recently completed a feasibility study, which indicates the initial viability of a 3-year curriculum hosted in large part by partnering organizations designed to eventually articulate up to 25 students per year; and

WHEREAS, MCW has entered into discussions with several Green Bay area institutions who have indicated their early support for the program.

NOW THEREFORE BE IT RESOLVED, that the Brown County Board of Supervisors expresses its enthusiastic support for locating a satellite campus of the Medical College of Wisconsin in the Green Bay area and will work diligently with area institutions and municipalities to make it a reality.

8

BE IT FURTHER RESOLVED that the County strongly believes that the presence of the Medical College of Wisconsin in the Green Bay area will help retain and grow the region's talent base, help build on the area's already high quality of life, position the area for medical –related economic development opportunities, such as research, and assist the region in improving health care delivery throughout northeastern Wisconsin.

RESPECTFULLY SUBMITTED,

EXECUTIVE COMMITTEE

Approved by:

_____

COUNTY EXECUTIVE

Date Signed:_____

Authored by Co. Bd. Supervisor Erik Hoyer

Final Draft approved by Corporation Counsel

Fiscal Note: This resolution does not have a fiscal impact; and therefore does not require an appropriation from the General Fund.

June 4, 2012

Request from Supervisor Dan Haefs, 6th District for items to be put on the June 11, 2012 Executive Committee meeting agenda.

c. #1:
A request that the Executive Committee send a motion to the County Board on whether or not board members can buy Health Insurance directly.

d. #2:
A request that the Executive Committee send a motion to the County Board on whether or not board members can buy Health Insurance for the 2012/2013 term under the terms, rates and conditions of the policy passed by the County Board at the Nov 7, 2011 meeting. (The 50%/55% policy)

a. #3:
A request that the Brown County Board of Supervisors seek a Declaratory Judgement on the legality of supervisors buying health insurance.

b. #4:
A request that Brown County Board of Supervisors seek a Declaratory Judgement on the legality of supervisors buying Health Insurance for the 2012/2013 term under the terms, rates and conditions of the policy passed by the County Board at the Nov 7, 2012 meeting. (The 50%/55% policy)

Thank You,

Supervisor Daniel W Haefs

BOARD OF SUPERVISORS

Brown County

305 E. WALNUT STREET
P. O. BOX 23600
GREEN BAY, WISCONSIN 54305-3600
PHONE (920) 448-4015 FAX (920) 448-6221
E-Mail BrownCountyCountyBoard@co.brown.wi.us

MEMORANDUM

TO: Brown County Board of Supervisors

FROM: Supervisor Bernie Erickson

DATE: May 11, 2012

SUBJECT: County Board Agenda Communication

Please add this communication to the May 16, 2012 Brown County Board of Supervisors Agenda:

Communication re: Supervisor Health and Dental Insurance. In November, 2011 it was passed by the Brown County Board that Brown County Supervisors enrolled contribute 50% in 2012 and 55% in 2013 to health and dental benefits contributions. I am proposing these rates continue and only Supervisors who have participated be grandfathered in and entitled to the benefit. This proposal will eliminate the benefit completely through attrition. Also, in this proposal the automatic payroll deduction with the enrollee being responsible for any additional costs would be reinstated.

March 21, 2012

TO THE MEMBERS OF THE BROWN
COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

The EXECUTIVE COMMITTEE met in regular session on March 12, 2012 and recommends the following motions:

1. Review of minutes:
   a) Facility Master Plan Subcommittee (December 15, 2011). Receive and place on file.

2. Communication from Supervisor Erickson re: Solutions for KI Funding: Allow VCB to use the 2% room tax and renegotiate PMI lease with Brown County. Brown County now has approximately $850,000 in extra funds: #1 Pledge $5,000,000 to City of Green Bay with 20 year payments of $250,000 annually total pledge of $5,000,000 or #2 Pledge $5,000,000 to City of Green Bay with 20 payments of $350,000 annually to cover $5,000,000 pledge and $200,000 in bond interest total pledge of $7,000,000. *See #24:* Receive and place on file.

3. Communication from Supervisor Evans re: Brown County will commit to making the payments to retire a twelve million dollar borrowing by the City of Green Bay to finance the KI expansion project. These payments will be from the excess room tax stabilization fund until the existing bonds are retired on or about 2029. Furthermore, when the existing bonds are paid off, the room tax reverts to the local municipalities which the City of Green Bay will use to pay off the KI expansion borrowing. Upon approval of the above by the Brown County Board, all affected municipalities will approve a 2% room tax increase to be designated for the VCB. *See #24:* Receive and place on file.

4. Communication from Supervisor Vander Leest re: Request to review the prescription drug program cost changes and to review the cost changes in 2012. Receive and place on file.

5. Communication from Supervisor Dantinne re: To look into changing Chapter 4 for Public Works Employees and start the work week at 7:00 a.m. Monday instead of Sunday at midnight for more equitable management of overtime.
   i. To refer to Planning, Development & Transportation Committee to discuss revisiting Chapter 4 related to start of work week.
   ii. To refer to Planning, Development & Transportation Committee to discuss flat rate billable hours for Highway equipment (trucks).

6. Communication from Supervisor Zima re: Letter from James Servais, Suamico resident, objecting to the religious prayers opening Brown County Board Meetings.
   Receive and place on file.

7. Legal Bills - Review and Possible Action on Legal Bills to be paid.
   To approve payment of legal bills.

8. ** Referred from Admin - Discussion of the Chapter 4 modifications and the effects on departments that operate 24 hours per day, seven days per week.
   To support the recommended changes to Chapter 4, with the caveat that Human Resources send to employees for their review before the next County Board meeting.

**Item #8 referred back to Executive Committee as per the County Board on 3/21/2012.

11

Loehlein_AA

From: Fleury_KB
Sent: Thursday, May 31, 2012 9:03 AM
To: Hooker_KM
Cc: Gottfried_SM; Loehlein_AA
Subject: RE: Executive Agenda

Hi Everyone,

Listed below is the language for the agenda item.

Review and approve an Exchange of Services Agreement between the Oneida Tribe of Indians and Brown County, in regards to a Public Safety radio communications tower and site.

If you have any questions, please feel free to contact me.

Thanks,

Karl

From: Hooker_KM
Sent: Wednesday, May 30, 2012 12:04 PM
To: Fleury_KB
Cc: Gottfried_SM; Loehlein_AA
Subject: Executive Agenda

Hi Karl: In follow-up to our conversation late yesterday, could you please forward the agenda language that we used for purposes of getting the Communication Tower contract before the Public Safety Committee to Alicia so that she can include it as an Executive Committee Agenda item? Alicia and Sue, I copied you on this email because, process-wise, I was not sure how this is usually handled. If there is a more efficient way in which you would like this to occur, believe me . . . I am all for it☺
Thanks,
Kristen

Kristen M. Hooker
Interim Corporation Counsel
Brown County Corporation Counsel
Phone (920) 448-4006
Fax (920) 448-4003
Hooker_km@co.brown.wi.us

12

PROCEEDINGS OF THE BROWN COUNTY
PUBLIC SAFETY COMMITTEE

Pursuant to Section 19.84 Wis. Stats., a special meeting of the **Brown County Public Safety Committee** was held on Wednesday, May 16, 2012 in Room 210, City Hall, 100 N. Jefferson Street, Green Bay, Wisconsin.

Present: Chair Buckley, Bill Clancy, Andy Nicholson, Tim Carpenter
Excused: Guy Zima
Also Present: Tom De Wane, Karl Fleury, Troy Streckenbach, Pat La Violette, other interested parties

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I. Call meeting to order.

The meeting was called to order by Chair Buckley at 6:30 p.m.

II. Approve/Modify Agenda.

Motion made by Supervisor Nicholson, seconded by Supervisor Clancy to approve. Vote taken. MOTION CARRIED UNANIMOUSLY

1. **Review and approve an Exchange of Services Agreement between the Oneida Tribe of Indians and Brown County, in regards to a Public Safety radio communications tower and site.**

Public Safety Communications Director Karl Fleury stated this Exchange of Services Agreement concerns a parcel of land owned by the Tribe that the County wants to place a tower on for the radio communications project. Fleury continued that with the assistance of Corporation Counsel the Agreement has been carefully formulated and outlines all of the items, concerns and issues that had been brought forward. He also stated that the Tribe has been very receptive in working with the County and Fleury felt this Agreement would be mutually beneficial to both the County and the Tribe.

Supervisor Nicholson asked Fleury to elaborate on the details and Fleury stated that the land is located in the 300 block of Trout Creek Road, Parcel Number HB678. Fleury continued that several alternate locations including the landfill and the golf course were considered for placement of the tower and the engineering study found this proposed site to be most suitable. Fleury also stated that this is the last site to secure to move forward with the radio project and until the Agreement is in place, the County cannot break ground to move forward with construction.

The arrangements of the Agreement would be that the Tribe will not charge the County a fee, however the County will be responsible for the taxes on the land which are slightly over $500 per year. Fleury continued that other components include a dispute resolution clause similar to other agreements that Brown County currently has. In the event of a dispute each side would choose one mediator and then the two mediators would choose a third mediator to resolve any disputes between the governing bodies. The mediators' decision could be appealed if necessary in the Circuit Court of Brown County.

Supervisor Carpenter felt that this draft of the Agreement was dramatically stronger than the first draft and he thanked Karl Fleury, Corporation Counsel and County Executive Troy Streckenbach for the extra hard work in getting this Agreement done. The only thing Carpenter felt should be changed is in Item 21D with regard to the Limited Waiver of Immunity that states the Tribe will specifically waive sovereign immunity and consent to suit in Brown County Circuit Court. Although Carpenter did not foresee any problems with this project, he noted that in the event of unforeseen issues, this would automatically be heard in Federal Court and not Circuit Court. He said that if the Agreement could be changed to say that

the Tribe would waive sovereign immunity in both Brown County Circuit Court AND Federal Court, he would approve of the Agreement.

Motion made by Supervisor Carpenter, seconded by Supervisor Nicholson to amend Paragraph 21D to say that the Tribe waives sovereign immunity in Brown County Circuit Court and Federal Court. *No vote taken.*

Corporation Counsel Kristen Hooker understood Carpenter's position; however, she explained that what is being agreed to in Paragraph 21D is that no party would go into Circuit Court on any issue other than a dispute of an arbitration decision. She also stated that Courts are very reluctant to interfere with binding arbitration and there would have to be a very legitimate complaint, such as fraud, before the Court would hear this matter. Buckley asked if it would be possible for any arbitration to end up in Federal Court and Hooker responded that typically the types of claims that allow binding arbitration to come before a judge include a claim of some type of fraud. She has never seen a challenge on an arbitration decision nor has she ever heard of an arbitration decision going past the Circuit Court level. Hooker was not able to say if it would be an issue to have the Tribe consent to waiving immunity in Federal Court, however, she was concerned with having to go back and get everything re-approved. Carpenter stated that he did not want to delay the Agreement any further, but he also does not want to jeopardize the County's position.

Carpenter also wished to make the Committee aware that the parcel which is the subject of this Agreement is currently in application for trust to the Federal Government. If this trust were to be granted, statements in Paragraphs 6, 7 and 8 of the Agreement would become null and void. He stated that this is application for trust is good for 30 years and there has not been any land put into federal trust since 2008, however, he felt that the Tribe should have mentioned this in negotiations.

Motion made by Supervisor Carpenter, seconded by Supervisor Nicholson to approve the Exchange of Services Agreement between the Oneida Tribe of Indians and Brown County for parcel HB678 with the modification to add Federal Court to Number 21 D. Vote taken. <u>MOTION CARRIED UNANIMOUSLY</u>

Supervisor Clancy asked Hooker if she felt the Agreement could be jeopardized by going back to the Tribe for the proposed modification and Hooker stated that she was not able to say if this would be a deal breaker, however, they had already pushed quite far and further when they started negotiations the Tribe advised her that they are not even necessarily approving limited waivers any more in their Exchange of Services Agreements but that this was such a benefit to both parties that they would make an exception. She stated that she does have a good rapport with her contact at the Tribe, but her contact may then have to go to her own Board for approval.

Clancy asked how much time it would take to go back to the Tribe for the modification and how the County could be affected. Fleury stated that it was his understanding that the Tribe had preliminarily worked through their approval process with the Agreement pending Brown County's approval. Fleury stated that the Tribe would have to go back through their approval process including the Land Use Committee and their full Board and then would come back to the County for finalization but he was unable to give a definitive answer as to how long this could take. Buckley felt that based on the negotiations that have been had to date and how far this Agreement has come from its original format, asking the Tribe to add the Federal Court provision would not be that big of a deal. Hooker stated that under normal circumstances she would agree with Buckley, however she has noticed that there are some people with the Tribe that do not wish to allow these limited waivers for whatever reason.

Carpenter wished to point out that even if the County agrees to the Agreement, the Village of Hobart still has to give the permitting for the tower. Supervisor De Wane stated that the County has a good working relationship with the Tribe and he felt this was a good situation for both sides. County Executive Troy Streckenbach stated that when the original Agreement was brought forward, some Supervisors had great reservations and they went to great lengths and spent many hours working on this. Streckenbach continued that the Tribe has made all the concessions with regard to the Agreement and he questioned if it was worth jeopardizing the trust and cooperation they have built with the Tribe to add the modification. He continued that the Agreement provides the County a good opportunity to save some dollars in not having to go to a private site for the tower. He felt that Fleury and Hooker have built a very good rapport with the Tribe and he wished it be noted that the Tribe has made a significant amount of concessions to help the Agreement move forward.

Supervisor La Violate agreed with Streckenbach and stated that it was highly unlikely that any arbitration would go to Federal Court. She also felt that the new County Board will make a great effort to support the hard work that the staff does and do everything possible to improve relations with the Board and the staff as well as the municipalities. She felt that the Agreement should be approved tonight. Clancy did not wish to jeopardize the entire Agreement for something that was unlikely to happen and stated that he would approve the Agreement the way it is.

Fleury stated that the Agreement could be approved now the way it stands with the caveat that the County try to add the Federal Court language and if that is not possible, then it stands the way it is. He pointed out that if the Agreement is not approved at this time and the County goes back to the Tribe for the modification, the Tribe could say that was a deal breaker. Fleury also noted that there has been a lot of time and effort put into the Agreement and he also felt that the statement by the County Executive is correct in that the Tribe has made many concessions and the working relationship with the Tribe is good. He stated that the benefit here is to Brown County and to the agencies that we serve.

Buckley felt it would be best to not raise trust issues with the Tribe and he felt that the proposed solution is simple and solves the concerns of the Committee as well as the permit process. He felt that the Agreement should be approved tonight and if we need to have another meeting after we find out what Hobart does, we can do that.

Carpenter stated that the release of sovereign immunity should not be taken lightly as it is very, very important to the Tribe, especially regarding land. Clancy asked if the biggest concern was with the Tribe or with Hobart. Carpenter felt that if the Federal Court language was not added, the County could end up spending a lot more time and money to find a different tower site as Hobart has agreed to the permitting for the tower. He stated that if the Agreement is done, the permitting from Hobart should be done the following week.

2. **Such other matters as authorized by law.**

Motion made by Supervisor Nicholson, seconded by Supervisor Carpenter to adjourn at 7:03 p.m. Vote taken. <u>MOTION CARRIED UNANIMOUSLY</u>

Respectfully submitted,

Therese Giannunzio
Recording Secretary

12

ATTORNEY BILLS SUBMITTED TO THE EXECUTIVE COMMITTEE
FOR JUNE 11, 2012 MEETING

LAW FIRM	INVOICE NUMBER	DATE	AMOUNT	FOR
Michael, Best & Friedrich LLP				
	1194149	5/15/2012	$ 1,982.00	Implementation of Brown Co. Landfill Siting Agreement
	1194150	5/15/2012	$ 109.50	FOX RIVER CLEANUP - INSURANCE
	1194151	5/15/2012	$ 656.00	API AND NCR V. GEO. A. WHITING, ET AL
Frederick J. Mohr LLC	2647M 5177	4/30/2012	$ 3,139.50	Correction Officers, Human Services, CTC, Sheriff's Dept., Teamsters, Public works
Godfrey & Kahn SC	559601	5/14/2012	$ 450.00	Library - Employment Issues
		Total ----	**$ 6,337.00**	

IN ACCOUNT WITH

One South Pinckney Street
P.O. Box 1806
Madison, Wisconsin 53701-1806
FAX 608.283.2275
Telephone 608.257.3501

Michaelbest.com

MICHAEL BEST
& FRIEDRICH LLP

John F. Luetscher
Brown County Corporation Counsel
Northern Building - Room 680
305 East Walnut Street
PO Box 23600
Green Bay, WI 54305-3600

Client: 018236

May 15, 2012
Invoice No. 1194149

EIN 39-0934985

Due Upon Presentation
Return Upper Portion with Payment

Invoice No. 1194149
For Professional services rendered through April 30, 2012, as follows:

Matter: 018236-0023 Implementation of Brown County Landfill Siting Agreement

4/2/12	L Bochert	Review Landfill Siting Agreement in response to inquiry from Mr. and Mrs. Hoffman through Mr. Doverspike concerning availability of Property Value Protection Program in light of current sale considerations; confer with AJWildeman with respect to definition of "active site life" and application to Landfill Siting Agreement language confirming Property Value Protection Program is not currently available.	1.90	$855.00
4/2/12	A Wildeman	Review email from client; review Landfill Siting Agreement; draft summary email to client regarding same.	0.80	$232.00
4/3/12	A Wildeman	Telephone conference with Mr. Doverspike regarding preparation of correspondence to residents concerning Property Value Protection.	0.20	$58.00
4/5/12	L Bochert	Review and prepare suggested edits to draft letter from AJWildeman to Mr. Hoffman responding to his request regarding availability of Property Value Protection Program at this point in time and explaining program is not available until landfill begins receiving waste.	0.70	$315.00
4/5/12	A Wildeman	Draft correspondence to resident regarding applicability of Property Value Protection provisions of Landfill Siting Agreement; conference with LHBochert regarding same.	1.70	$493.00
4/16/12	A Wildeman	Briefly review emails regarding Property Value Protection.	0.10	$29.00
		Total Hours	5.40	
		Total Services		$1,982.00

MICHAEL BEST

13

IN ACCOUNT WITH

One South Pinckney Street
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Madison, Wisconsin 53701-1806
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Telephone 608.257.3501

Michaelbest.com

MICHAEL BEST
& FRIEDRICH LLP

Client: 018236

May 15, 2012
Invoice No. 1194149

Matter: **018236-0023** **Implementation of Brown County Landfill Siting Agreement**

Total This Matter	**$1,982.00**
Balance from previous statement	$1,018.00
Payments received	0.00
Current Balance	$3,000.00

MICHAEL BEST
& FRIEDRICH LLP

IN ACCOUNT WITH

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MICHAEL BEST
& FRIEDRICH LLP

John F. Luetscher
Brown County Corporation Counsel
Northern Building - Room 680
305 East Walnut Street
PO Box 23600
Green Bay, WI 54305-3600

Client: 018236

May 15, 2012
Invoice No. 1194150

EIN 39-0934985

Due Upon Presentation
Return Upper Portion with Payment

Invoice No. 1194150
For Professional services rendered through April 30, 2012, as follows:

Matter: 018236-0042 Fox River Cleanup - Insurance

4/2/12	R Exum	Process CNA payment and update defense payment tracking chart; prepare correspondence to client enclosing CNA payment.	0.30	$54.00
4/19/12	R Exum	Process defense invoice to submit to insurers.	0.10	$18.00
4/20/12	R Exum	Update defense tracking chart and submit invoice to insurers for payment.	0.20	$36.00

Total Hours 0.60

Total Services $108.00

Disbursements:

Postage 1.50

Disbursements Total $1.50

Total This Matter $109.50

Balance from previous statement $256.50

Payments received 0.00

Current Balance $366.00

MICHAEL BEST
& FRIEDRICH LLP

13

IN ACCOUNT WITH

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Madison, Wisconsin 53701-1806
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MICHAEL BEST
& FRIEDRICH LLP

Client: 018236

May 15, 2012
Invoice No. 1194150

Matter: **018236-0042** **Fox River Cleanup - Insurance**

ATTORNEY BREAKDOWN

Attorney	Title	Hours Worked	Billed Per Hour	Bill Amount
R Exum	Paralegal	0.6	$180.00	$108.00
Totals		**0.60**		**$108.00**

MICHAEL BEST
& FRIEDRICH LLP

IN ACCOUNT WITH

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MICHAEL BEST
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John F. Luetscher
Brown County Corporation Counsel
Northern Building - Room 680
305 East Walnut Street
PO Box 23600
Green Bay, WI 54305-3600

Client: 018236

May 15, 2012
Invoice No. 1194151

EIN 39-0934985

Due Upon Presentation
Return Upper Portion with Payment

Invoice No. 1194151
For Professional services rendered through April 30, 2012, as follows:

Matter: 018236-0044 API and NCR v. George A. Whiting, et al.

4/10/12	I Pitz	Review recent case filings; consult with Attorney Warpinski regarding efforts to get court to rule on settlement motion; review and comment on draft correspondence to Government lawyers.	1.60	$656.00

Total Hours	1.60	
Total Services		$656.00
Total This Matter		**$656.00**
Balance from previous statement		$3,239.00
Payments received		0.00
Current Balance		$3,895.00

MICHAEL BEST
& FRIEDRICH LLP

IN ACCOUNT WITH

One South Pinckney Street
P.O. Box 1806
Madison, Wisconsin 53701-1806
FAX 608.283.2275
Telephone 608.257.3501

Michaelbest.com

MICHAEL BEST
& FRIEDRICH LLP

Client: 018236

May 15, 2012
Invoice No. 1194151

Matter: **018236-0044** **API and NCR v. George A. Whiting, et al.**

ATTORNEY BREAKDOWN

Attorney	Title	Hours Worked	Billed Per Hour	Bill Amount
I.Pitz	Partner	1.6	$410.00	$656.00
Totals		**1.60**		**$656.00**

In Account With
FREDERICK J. MOHR LLC
ATTORNEY AT LAW
414 East Walnut Street, Suite 101, P.O. Box 1015, Green Bay, WI 54305-1015
Tel: (920) 437-5441 Fax: (920) 437-5443

RECEIVED
MAY 03 2012
Human Resources

April 30, 2012
Account No: 2647M

BROWN COUNTY HUMAN RESOURCES
C/O KAY LENZEN
305 EAST WALNUT STREET
GREEN BAY WI 54301

Correction Officers	$30.00
Human Services	$273.00
CTC	$2,340.00
Sheriff's Dept.	$8,892.00
Teamsters	$117.00
Public Works	$565.50
	$12,217.50

Interest accrues at the rate of 1% per month on all balances over 30 days.

13

In Account With
FREDERICK J. MOHR LLC
ATTORNEY AT LAW
414 East Walnut Street, Suite 101, P.O. Box 1015, Green Bay, WI 54305-1015
Tel: (920) 437-5441 Fax: (920) 437-5443

BROWN COUNTY HUMAN RESOURCES
C/O KAY LENZEN
305 EAST WALNUT STREET
GREEN BAY WI 54301

April 30, 2012
Account No: 2647-0M
Statement No: 5177

Correction Officers

Previous Balance	$30.00
Balance Due	$30.00

Account No: 2647-1M
Statement No: 5177

Human Services

	Previous Balance	$312.00
04/06/12	Less Payment Received	-39.00
	Balance Due	$273.00

Account No: 2647-3M
Statement No: 5177

CTC

		Hours	
	Previous Balance		$1,930.50
	Letter to Johnson	0.20	39.00
	Attention to Letter from Johnson	0.20	39.00

In Account With
FREDERICK J. MOHR LLC
ATTORNEY AT LAW
414 East Walnut Street, Suite 101, P.O. Box 1015, Green Bay, WI 54305-1015
Tel: (920) 437-5441 Fax: (920) 437-5443

BROWN COUNTY HUMAN RESOURCES

April 30, 2012
Account No: 2647-3M
Statement No: 5177

CTC

		Hours	
	Attention to Letter from Johnson	0.20	39.00
	Attention to Letter from Lenzen	0.20	39.00
	Conference with Witnesses	1.50	292.50
	Letter to Debbie	0.20	39.00
	Preparation for Arbitration	1.00	195.00
	Attention to Letter from Debbie	0.20	39.00
	Attention to Letter from Lynn	0.20	39.00
	Preparation for Arbitration	1.00	195.00
	Attendance at Arbitration	1.50	292.50
	Attention to Letter from Attorney Ehlke	0.20	39.00
	Drafting of Settlement Agreement	0.60	117.00
	Letter to Attorney Ehlke	0.20	39.00
	Attention to Letter from Attorney Ehlke	0.20	39.00
	Letter to Attorney Ehlke	0.20	39.00
	Letter to Debbie	0.20	39.00
	Attention to Letter from Attorney Ehlke	0.20	39.00
	For Current Services Rendered	8.20	1,599.00
	Total Current Work		1,599.00
04/06/12	Less Payment Received		-1,189.50
	Balance Due		$2,340.00

In Account With
FREDERICK J. MOHR LLC
ATTORNEY AT LAW
414 East Walnut Street, Suite 101, P.O. Box 1015, Green Bay, WI 54305-1015
Tel: (920) 437-5441 Fax: (920) 437-5443

BROWN COUNTY HUMAN RESOURCES

April 30, 2012
Account No: 2647-4M
Statement No: 5177

Sheriff's Dept.

	Hours	
Previous Balance		$9,126.00
Attention to Letter from Attorney Cermele	0.20	39.00
Letter to Attorney Cermele	0.30	58.50
Attention to Letter from Attorney Cermele	0.20	39.00
Telephone Conference with Sheriff	0.20	39.00
Letter to Debbie	0.20	39.00
Letter to Delain	0.20	39.00
Letter to Debbie	0.20	39.00
Letter to Delain	0.20	39.00
Study and Analysis of Casual Day Counterproposal	0.20	39.00
Attention to Letter from Delain	0.20	39.00
Letter to Delain	0.20	39.00
Letter to Attorney Cermele	0.20	39.00
Preparation for Arbitration	1.00	195.00
Attention to Letter from Attorney Cermele	0.20	39.00
Letter to Attorney Cermele	0.20	39.00
Attention to Letter from Attorney Cermele	0.20	39.00
Attention to Letter from Attorney Cermele	0.20	39.00
Telephone Conference with Attorney Cermele	0.20	39.00
Letter to Delain	0.20	39.00
Attention to Letter from Delain	0.20	39.00
Telephone Conference with Delain	0.20	39.00
Telephone Conference with Attorney Cermele	0.20	39.00
Preparation for Sergeant Arbitration	0.60	117.00
Attendance at Arbitration	1.60	312.00

In Account With
FREDERICK J. MOHR LLC
ATTORNEY AT LAW
414 East Walnut Street, Suite 101, P.O. Box 1015, Green Bay, WI 54305-1015
Tel: (920) 437-5441 Fax: (920) 437-5443

BROWN COUNTY HUMAN RESOURCES

April 30, 2012
Account No: 2647-4M
Statement No: 5177

Sheriff's Dept.

		Hours	
	Letter to Attorney Cermele	0.20	39.00
	Attention to Letter from Attorney Cermele	0.20	39.00
	For Current Services Rendered	7.90	1,540.50
	Total Current Work		1,540.50
04/06/12	Less Payment Received		-1,774.50
	Balance Due		$8,892.00

Account No: 2647-5M
Statement No: 5177

Teamsters

Previous Balance	$117.00
Balance Due	$117.00

Account No: 2647-6M
Statement No: 5177

Public Works

Previous Balance	$838.50

GODFREY & KAHN S.C.

780 NORTH WATER STREET
MILWAUKEE, WISCONSIN 53202-3590
TEL • 414.273.3500 FAX • 414.273.5198
WWW • GKLAW.COM

Brown County Library Board
Attn: Lynn Stainbrook, Director
Brown County Library
515 Pine Street
Green Bay, WI 54301

May 14, 2012

Invoice No. 559601
Matter No. 010766-0001

Billing Attorney:
John Haase

Re: Employment Issues

For Legal Services Rendered Through April 30, 2012

Date	Timekeeper	Description	Hours
02-28-2012	John Haase	Review and analysis of lengthy email from Ms. Stainbrook regarding pending issues; evaluate options; preparation of email to Ms. Stainbrook with recommendations.	1.20
04-06-2012	John Haase	Review of email from client and respond to same.	0.30

Total Fees	$	450.00
Total Disbursements	$	0.00
Total For This Invoice	**$**	**450.00**

We adjust our hourly billing rates effective January 1 of each year. Accordingly, billing rate changes are reflected on this statement for work performed in 2012. Information regarding the hourly rates applicable to our attorneys and other personnel working on your matters is available on request from our billing department.

GODFREY KAHN S.C.

780 NORTH WATER STREET
MILWAUKEE, WISCONSIN 53202-3590
TEL • 414.273.3500 FAX • 414.273.5198
www • GKLAW.COM

Brown County Library Board
Attn: Lynn Stainbrook, Director
Brown County Library
515 Pine Street
Green Bay, WI 54301

May 14, 2012

Invoice No. 559601
Matter No. 010766-0001

Billing Attorney:
John Haase

Re: Employment Issues

Invoice Total	$	450.00
Prior Balance Due	$	0.00
Total Amount Now Due	**$**	**450.00**

PAYMENT IS DUE 30 DAYS FROM DATE OF INVOICE
PLEASE RETURN THIS COPY WITH YOUR REMITTANCE.

PLEASE SEND ALL PAYMENTS TO:
GODFREY & KAHN, BIN #318, MILWAUKEE, WI 53288-0318
FED ID: 39-1128206

WIRE INSTRUCTIONS: BANK NAME: BMO HARRIS BANK N.A. BANK ABA: #075000051 ACCOUNT NAME: GODFREY & KAHN S.C.
ACCOUNT NO: #291-714 SWIFT CODE: MARLUS 44 (IF INTERNATIONAL WIRE TRANSFER)

OFFICES IN MILWAUKEE, MADISON, WAUKESHA, GREEN BAY, APPLETON WI; AND WASHINGTON, DC

BROWN COUNTY EMPLOYEE HANDBOOK

SECTION 1 – INTRODUCTION

1.01 General Policy Statement. It is the policy of Brown County to provide equal opportunity in employment to all qualified employees and applicants for employment. Positive action is required from all employees to help ensure that Brown County complies with its obligations under state and federal law. **This Handbook is not a contract of employment**; the Handbook supersedes and replaces provisions previously found in collective bargaining agreements that have expired and/or found in personnel policies and procedures that require modification due to the Budget and Budget Repair Bill. The Handbook applies to non-represented employees as well as general municipal employees previously covered under a collective bargaining agreement. In addition to subjects covered by this Handbook, individual departments may adopt department-specific rules. For employees who remain covered under a collective bargaining agreement, the terms of the bargaining agreement supersede the terms of the Handbook.

1.02 Role of Management. Certain rights and responsibilities are imposed by state and federal laws and regulations. Many of these rights and responsibilities have implications for policies and procedures governing employment. For this reason, Brown County reserves any and all management rights regarding employees' employment status. The role of management includes, but is not limited to, the right to:

a) Manage and direct the employees;
b) Hire, promote, schedule, transfer and assign employees;
c) Lay off and recall employees;
d) Discharge employees or take disciplinary action;
e) Schedule overtime as required;
f) Develop job descriptions;
g) Assign work duties;
h) Introduce new or improved methods or facilities or change existing methods or facilities;
i) Contract out for goods and services;
j) Discontinue certain operations; and
k) Direct all operations of Brown County.

SECTION 2 – POSITION CLASSIFICATION

2.01 Employment Type. Each employee of Brown County is assigned to a certain employment type to satisfy required legal obligations and County requirements.

2.02 Employment Status:

a) *Regular Employee.* Regular employees are assigned to full-time and/or part-time positions that are expected to remain employed by Brown County on a regular, ongoing basis as long as work is required or necessary, the employee(s) perform satisfactorily, and the department supports the continuing existence of the position.

1) Regular full-time employees work equivalent to the department's normal, full-time work period on a regular basis.

2) Regular part-time employees work fewer hours than the department's regular full-time workweek on a regular basis.

b) *Limited Term Employment.* Limited Term Employees (LTE) are assigned by the County to positions that are not expected to remain employed by the County on a regular, ongoing basis. Employment beyond any stated period does not in any way imply a change in employment status, unless otherwise notified in writing by the Human Resources Department. Assignments in this category require individuals to engage in either full-time or part-time hours with the understanding that their employment may be terminated at the end of a project, funding source, or previously established date. LTEs are not Regular Employees and may be dismissed at the discretion of the County.

1) While LTEs receive all legally mandated benefits (e.g. worker compensation insurance, Social Security, etc.), they are ineligible for all of Brown County's other benefit programs, unless specifically notified in writing by the Human Resources Department.

2) Types of limited term employees include, but are not limited to the following:

i) Temporary Employees

ii) Summer/Seasonal

iii) Co-op Students/Interns

iv) Project Employees

v) On-Call

vi) Grant Funded

3) Limited term employees who meet WRS eligibility requirements may be eligible for benefits offered through the Wisconsin Retirement System.

2.03 FLSA Status. Each position is designated as either Non-exempt or Exempt from the Federal Fair Labor Standards Act (FLSA) and state wage and hour laws. The determination of whether a position will be classified as Exempt or Non-Exempt will be made in accordance with federal and state wage and hour laws.

150

a) *Exempt Employees.* Exempt employees are excluded from specific provisions of the FLSA (e.g., overtime) and include, but are not limited to, Department Heads, supervisors, managers, professionals. Exempt employees are typically paid on a "salary basis."

b) *Non-Exempt Employees.* Non-exempt employees are classified as hourly employees and are entitled to receive overtime compensation, or compensatory time off, for all hours worked beyond the established work period under the specific provisions of this handbook.

SECTION 3 – POSITION CONTROL

3.01 Position Description. Each position shall have a written position description which provides a non-exhaustive list of job duties and is compliant with legal obligations and County requirements. All position descriptions shall be approved by the Human Resources Department.

a) Assignment to a compensation plan or wage schedule shall be determined by an objective evaluation, internal comparisons, and salary survey results compiled by the Human Resources Department, with input from the Department Head.

b) Any change of a position's title or change in regular job duty assignment or responsibility in the position description in which the employee would be working outside of their current classification on a continual basis shall require a submission of a proposed job classification by the requesting Department Head to the Human Resources Department for approval by the County Executive.

c) Any changes to the position shall be submitted to the Human Resources Department for review, classification, and approval. The Human Resources Department will review said changes with the County Executive and submit changes resulting in reclassifications to the County Board in the form of a resolution for approval.

3.02 Creating New Positions. The Board shall allocate to each department the maximum number of full-time equivalent (FTE) employees.

a) Budgeted requests to be considered during the budget process for new positions shall be submitted to the Human Resources Department on or before the date designated by the County Executive at the beginning of the annual budget process.

b) Requests made outside of the budget process shall be justified in the same manner as the budget process, but will follow an alternate timeline.

c) The Human Resources Department will evaluate the request and provide a recommendation to the County Executive. The County Executive will determine whether or not the said position is to be included in the annual budget submitted to the Board.

d) If the County Executive determines said position is to be included in the annual budget, a resolution shall be drafted for consideration by the Board prior to the adoption of the Resolution Establishing the Brown County Budget.

e) Any position created during the budget process shall be effective January 1 of the following year, unless otherwise provided. A position created outside of the budget process shall be effective on the date of passage of the resolution creating and authorizing said position, unless otherwise provided.

3.03 Position Resolutions. Any request for a new position, or a permanent increase in budgeted hours for a position requires the approval of the County Board, subsequent to the approval of the Human Resources Manager and the County Executive.

3.04 Reorganization/Reclassification. The Department Head shall submit a proposed reorganization plan or job reclassification request to the Human Resource Department for review. The Human Resources Department shall submit its findings and recommendations to the County Executive. The County Executive shall review such findings and submit his/her approval, modification or disapproval to the Human Resources Department.

a) If the proposed reorganization or reclassification involves a change in salary or wages, or an increase in budgeted hours for a position, such proposal must be submitted to the County Board for final approval. Such request shall be submitted in the form of a resolution to the appropriate committee.

3.05 Employee Holding Two County Jobs. No employee shall be employed in more than one County position at any time without the prior written approval of the Human Resources Manager.

3.06 Filling Vacancies. There is no requirement to fill all positions authorized by the County Board. Department Heads are encouraged to continually evaluate their department needs prior to filling open positions.

3.07 Unfunded Positions. Positions in the table of organizations that are not funded cannot be filled.

3.08 Employee Holding Outside Job. Every employee who holds a job in addition to County employment shall inform their Department Head of the nature of such employment.

SECTION 4 – EMPLOYEE RECRUITMENT AND SELECTION PROCESS

4.01 Authorization to Hire. Department Heads wishing to fill vacancies in existing budgeted positions shall submit a requisition to the Human Resources Department prior to initiating recruitment. The Human Resources Manager shall review and verify the information, provide appropriate comments and recommendations, and forward the requests to the County Executive for final authorization.

4.02 Vacancies. In an effort to recruit the most qualified individuals, to ensure fair employment opportunity and to help in Affirmative Action communication efforts, the Human Resources Department will coordinate the posting of job opportunities, including external announcements of Brown County Job Opportunities. When the County determines that a vacancy or a new position will be filled, the County will normally post notice of such vacancy or position electronically by the Human Resources Department. Job openings will normally be posted for a minimum of five (5) working days. The County retains the right to determine whether and when to recruit outside applicants.

4.03 Selection Process. The Human Resource Department will coordinate the hiring and selection process.

4.04 Applications. Prospective employees and employees seeking promotion, transfer, or voluntary demotion shall utilize the County's online application system which is required for all positions. Prospective employees, and employees seeking promotion or transfer, may post a résumé in addition to an application, but a résumé shall not substitute for an application.

a) The County will provide reasonable accommodations, upon request, to any people with disabilities to apply for employment.

4.05 Selection Devices. The Human Resources Department shall be responsible for determining methods to be used to screen applicants for position vacancies. Such methods or devices may include, but need not be limited to the following:

a) Review of education, training and experience as shown on the application or other supplemental materials.

b) Practical written or oral tests, work sample or performance tests, if job related. The Human Resources Department will work with the Sheriff's Department to administer and score Law Enforcement Testing.

c) Physical tests of strength, stamina or dexterity and pre-employment health examination, when job related.

d) Background and reference inquiries.

4.06 Applicant Testing. To avoid the practice effect, or gains from having taken the same or similar exams previously, the Human Resources Manager may allow the reuse of an exam score within a twelve (12) month period.

4.07 Applicant Selection. In consultation with the Human Resources Department, the Department Head, Elected Officer or their designee shall determine which applicants meet the minimum qualifications for the position. Qualified applicants are referred to the applicable departments for consideration by the Department Head. The Human Resource Manager may grant departments the authority to schedule and coordinate interviews provided they are trained in the necessary processes.

4.08 Pre-Employment Policies. Prior to an offer of employment, the Human Resource Department will ensure completion of the appropriate Background Check, credit verification, drug and alcohol test, physical examination or similar post offer inquiry.

4.09 Interview Expense Reimbursement. Except as provided herein, all applicants invited to participate in the Brown County selection process will do so at their own expense. Applicants may be reimbursed for all or part of reasonable expenses incurred in conjunction with an interview including travel, meals and overnight accommodations as determined by the Human Resources Manager and approved by the County Executive. All reimbursement requests must conform to transportation, meal, and lodging maximums and receipt.

4.10 Confidentiality. Formal selection materials shall be known only to the Human Resources Department Staff and other persons they designate on a need to know basis. Every precaution shall be exercised by all persons participating in the development and maintenance of materials to insure the highest level of integrity and confidentiality.

4.11 Notification of Candidates. The Human Resources Manager shall determine the proper notice given to candidates. Each person competing in the selection process at or beyond the interview stage shall be given written notice of whether or not he/she was selected for the position.

4.12 Eligibility Lists. The Human Resources Manager shall have the authority to establish and maintain eligibility lists as may be necessary or feasible. The duration of eligibility lists shall not generally exceed one (1) year with extension possible at the discretion of the Human Resources Manager. Eligibility lists may be terminated if they no longer contain a sufficient number of qualified or interested applicants. A candidate may be removed from an eligibility list at the discretion of the County. Placement of a candidate on an eligibility list does not guarantee an offer of employment or promotion.

4.13 Contingent Offers of Employment. The Human Resources Department may extend an offer of employment—which may be withdrawn at any time—that is contingent upon the applicant successfully completing a physical examination, drug and alcohol test, credit verification, or similar post-offer inquiry.

4.14 Relocation Expense. When the County fills a FLSA exempt position with an individual who does not reside in Brown County, upon prior approval of the Human Resources Manager and County Executive, the County shall pay the reasonable cost of the relocation.

4.15 Employment of Minors. In limited circumstances, Brown County may utilize minors for staffing purposes, if not prohibited by law. The utilization of minors for staffing purposes may only be done with the authorization of the Human Resources Department. When authorized for employment, those applicants will be required to provide a work permit to the Human Resources Department prior to engaging in any work activity.

4.16 Nepotism.

a) No person shall be employed, promoted, or transferred to any department or agency within Brown County government or to a division or section thereof when, as a result, he or she would be directly supervising or receiving direct supervision from a member of his or her immediate family. Immediate family is defined as wife, husband, father, mother, guardian, sister, brother, children of employees,

step-children of employees, aunt, uncle, grandchildren, grandparents, father-in-law, mother-in-law, sister-in-law or brother-in-law.

b) No person shall be employed, promoted, or transferred to any department or agency within Brown County government employment when a member of the person's immediate family is already employed within that department or agency if the Human Resources Manager determines that such employment, promotion or transfer would be detrimental to the best interests of Brown County.

SECTION 5 – BACKGROUND VERIFCATION

5.01 Verification of Qualifications. Those employees who are required to have a valid Wisconsin driver's license, commercial driver's license, other license or certification, or a degree to perform their duties, shall provide a current copy of the driver's license, CDL, other license or certification or degree to be placed in their personnel file.

5.02 Caregiver Background Checks. The Wisconsin legislature and the Wisconsin Department of Health Services have enacted laws and regulations which mandate the completion of background checks on certain caregivers. The County is prohibited from employing any person, or accepting volunteer services from any person, who has been convicted of, or has a pending charge for a serious crime as provided by statute or Department rule. The Human Resources Manager is responsible for managing and coordinating all background checks. After a conditional offer of employment has been made, or volunteer services have been accepted, the Human Resources Department shall conduct a caregiver background check in compliance with Wisconsin Statutes.

a) The County shall fully comply with the laws and regulations governing background checks. In the event the regulations or laws are amended, this Policy and the applicable terms, conditions or requirements of the Policy shall be deemed to have been amended automatically.

b) The County shall, to the extent authorized by law, complete a background check on all new employees before a conditional offer of employment has been made. Said background check shall be in compliance with Wisconsin Statutes.

5.03 Criminal Background Checks for New Employees. The Human Resources Department, or its designee, shall conduct a criminal background check in compliance with Wisconsin Statutes. All employees are required to have a criminal background check. Brown County does not discriminate on the basis of pending arrest or conviction record, as provided by state law, unless the circumstances of the arrest or conviction substantially relate to the job.

5.04 Employment References. Unless delegated by the Human Resources Manager, no County employee shall reply to an official reference check from a potential employer. Requests for reference checks should be forwarded to the Human Resources Department and must be made in writing and include an authorization from the employee for the release of the requested information. The Human Resources Manager may direct the questions to the Department Head who may respond in writing with a copy of the Human Resources Manager. In certain instances it may be necessary to provide a verbal response, but this shall only be done with a written release and at the

direction of the Human Resources Manager. In the event a reference check is not accompanied by an employee release, the Human Resources Department shall provide the dates of employment, position held, annual salary, and job location only. This paragraph is not intended to prohibit employees from serving as personal references. For purposes of this policy, personal references are construed to mean references that do not speak to the candidate's work performance or specific service to the County, but rather the candidate's personal characteristics, educational background, and personal dealings with the referring employee. The referring employee assumes all liability for the content of the personal reference. Employment verification requests shall be referred to the Human Resources Department and must include the same authorization requirements as listed above. Payroll and salary verification requests may be sent directly to the Human Resources Payroll Department.

a) Liability. Individuals providing employment references that are in "good faith" are granted a civil liability exemption under Wis. Stats. § 895.487.

5.05 Background Checks for Existing Employees. The County is required to conduct caregiver background checks for existing employees as provided by Wisconsin Statute. All County employees subject to the caregiver background check regulations shall notify the Human Resources Department as soon as possible about any pending charge or conviction of any crime which has been or is being investigated by any governmental agency of any act or offence specified under Wisconsin Statutes as it relates to acts or offenses that may be reasons for barring a person from employment as a caregiver. This same policy shall apply to all contracted persons and volunteers.

SECTION 6 – DRUG AND ALCOHOL TESTING

6.01 Drug and Alcohol Testing for New Employees. Brown County may require all final candidates for employment to successfully complete a County drug and/or alcohol test. Applicants shall be disqualified from further consideration for employment for refusal to submit to a required drug and alcohol test or if a candidate receives a confirmed positive drug and/or alcohol test result. If an external applicant applies and is considered a candidate for another position, he/she may be required to submit to another drug and/or alcohol test.

6.02 Drug and Alcohol Testing for Existing Employees. Brown County may conduct drug and alcohol testing based on reasonable suspicion that an employee is under the influence of alcohol or illegal drugs. Brown County may also conduct testing for employees in testing-designated positions (such as CDL).

a) Employees in testing-designated positions may have established, by either state law or agreement, specific drug testing procedures. In those instances, such established procedures shall supersede the procedures outlined above.

6.03 Drug Testing Procedures. Brown County will utilize the policies and procedures set forth by the laboratory selected to perform the tests. Any laboratory selected will be NIDA certified.

156

a) The testing or processing phase shall consist of an initial screening test and a confirmation test. An initial positive test result will not be considered conclusive; rather, it will be classified as "confirmation pending." Notification of test results to the supervisor or other departmental designee shall be held until the confirmation tests results are obtained.

b) A specimen testing positive will undergo an additional confirmatory test. The confirmation procedure shall be technologically different and more sensitive than the initial screening test. Where a positive test result is confirmed, specimens shall be maintained in secure, refrigerated storage for one year.

c) Whenever there is reason to believe that the candidate may have altered or substituted the specimen to be provided, a second specimen shall be obtained immediately under direct observation of the testing personnel.

d) All records pertaining to department-required drug tests shall remain confidential; and will not be provided to other employers or agencies. Drug test results and records shall be sent direction to the Human Resources Department and will be maintained for one year.

e) Candidates having negative drug test results shall receive a memorandum stating that the test results were negative.

SECTION 7 – NEW EMPLOYEE OREINTATION

7.01 New Employee Orientation. New employee orientation is mandatory for all new regular employees. The Human Resources Department will regularly schedule countywide orientation.

7.02 Orientation to the County. The Human Resources Department is responsible for providing an orientation to familiarize new employees with their obligations and rights, and to inform them about the general functions of Brown County. A copy of this employee manual shall be provided to each new employee. Each new employee shall sign the Acknowledgment Form at the back of this policy, indicating that they have received a copy and the same will be placed in the employee's personnel file. When appropriate, a copy of the applicable union collective bargaining agreement or non-union wage schedule shall be given to all new employees by the Human Resources Department.

7.03 Orientation to the Work Site. The Department Head or designee shall also orient each new employee to his/her job and work site. Said orientation shall include introduction to co-workers, safety regulations, break periods, purchasing supplies, use of the telephone, and other items as deemed necessary. Departments are responsible for obtaining access to the necessary systems required for the employee duties (e-mail and software access, telephone access, etc.)

SECTION 8 - INITIAL EMPLOYMENT PERIOD

8.01 Initial Employment Period. An initial employment period allows a new employee time to demonstrate knowledge and skills with their new role with Brown County and allows that employee's supervisor time to provide training and evaluate the employee's performance.

a) All regular full and part-time positions shall have an initial employment period of six (6) months. Public Safety-related positions (Correction Officers, Patrol Officers, and Telecommunications Operators) shall have an initial employment period of one (1) year.

b) It is understood that during the initial employment period with Brown County the employment relationship may be terminated at any time, with or without cause, by the employee or Brown County.

8.02 Extension of Initial Employment Period. A new hire initial employment period may be extended beyond the six (6) month period if the Department Head and Human Resources determine that an additional amount of time is needed to effectively evaluate the employee's ability to assume the responsibilities of the position.

8.03 Orientation Period. An employee who is transferred into a different position may be required to serve an orientation period of up to ninety (90) days in the new position. The Department Head and Human Resources will make the determination of whether the employee will serve an orientation period, determine the length of the orientation period and will make the determination at any time during the orientation period whether the employee has shown the ability to assume the responsibilities of the position.

SECTION 9 – SALARY ADMINISTRATION AND STATUS CHANGES

9.01 Compensation Plan. The compensation plan for employees shall include the schedule of pay grades consisting of minimum and maximum rates of pay for all classes of regular full-time and part-time positions as reflected in the table of organization.

9.02 Salary Structure.

a) Regular Full-time and Part-time Employees. Rates of pay for regular employees are established by County Board Ordinance. Normal rules on initial employment apply.

b) Limited Term Employees. Rates of pay for LTE positions are established by County Board Ordinance. Normal rules on initial employment apply. LTEs returning after a successful season's work may be paid at the appropriate step in the wage plan.

c) Reclassifications. Wage adjustments because of reclassifications are handled under the same rules as Promotions, Demotions or Transfers. An employee, who has been granted a reclassification of the position held to a higher pay grade

than his/her current rate, shall be paid at the higher rate of pay from the date the reclassification is approved by County Board.

d) Pay Increases during Initial Employment Period. No pay raise shall be granted to new employees during the initial employment period. At the successful conclusion of the initial employment period, the employee shall be entitled to any general pay raise which occurred during the employee's initial employment period.

e) Annual Review of Compensation Plan for Non-Represented Employees. The Human Resources Department will use the following procedure in the review of salary requests. Non-represented employees may submit a request to their Department Head using a standardized form contained in the Human Resources Department. The Department Head then makes a recommendation and forwards the request to Human Resources. The Human Resources Department will conduct a salary analysis, addressing such factors as turnover, ability to recruit, relevant market wages, and internal equity.

1) The Human Resources Department will report its findings and recommendation to the County Executive. If the request is approved and is part of the budget process, it will be submitted to the County Board for approval. If the request is made outside the budget process and is approved, the Human Resources Department will prepare a resolution authorizing the equity adjustment and will forward the resolution according to standard procedure.

9.03 Status Changes.

a) LTE to Regular Employee. An employee working in a limited term position, who then becomes a regular County employee, in the same classification, may have time worked as a limited term employee credited toward the appropriate probationary period and years of service.

b) Part-time to Full-time Employee. An employee who transfers from part-time or full-time in the same classification will be placed at the same step. In certain circumstances the hours of existing part-time employees may be increased in lieu of other limited term employment options.

c) Regular to LTE Employee. A regular employee, who transfers to a limited term position in the same classification, will be placed at the same step.

d) Promotion. When promoted, an employee's pay shall be increased to a step of the pay grade for the class to which the employee is being promoted. If the employee's present pay is already above the minimum starting salary, he/she shall be placed in a step of the pay grade for the class to which the employee is being promoted which will provide a pay increase based on qualifications.

e) Demotion. When an employee is demoted for any reason, the Human Resources Manager shall consult with the supervisor(s) involved to decide the pay for the re-assignment. In no case will it exceed the maximum of the pay grade of the job to which the employee is demoted.

f) Retirement. The normal retirement age for County employees shall be determined by appropriate Wisconsin Statute. For employees who terminate employment, the last day of employment is the last day the employee is physically on the job.

9.04 Extra Pay.

a) Shift Differentials. Regular part-time and full-time employees may be eligible for additional pay for working non-standard hours. Positions that require 24 hour/7 day coverage will receive shift differential for hours worked on a second or third shift when the hours fall between 3:00 pm and 7:00 am. Shift differentials for other departments depend on the job classification of the employee and will be paid in accordance with County policy.

b) Stand-By Pay. Employees who are assigned stand-by duty may receive compensation for each week assigned to stand-by duty, upon approval of the Department Head. This will be the sole compensation for this stand-by duty, even when such duty would otherwise be out of the employee's usual schedule or classification.

c) Compensation During Temporary Assignment. A temporary assignment is an assignment for a minimum of ninety (90) days or more, which requires approval by the Human Resources Manager and notification to the County Executive. The Human Resources Manager will recommend the appropriate rate of pay for the temporary assignment. A temporary assignment may not continue beyond six (6) months without approval from the Human Resources Manager.

d) Increased Pay for Work of another Classification. In certain cases an employee is eligible to receive increased compensation while performing the work of another classification:

1) Foreman or leadworker duties: If employees assume these duties and work at least one (1) full day at that level.

2) Training Officer Pay: Perform on the job training and evaluations of new hired employees. (Telecommunicator and Correctional Officer)

9.05 Reinstatement/Rehire. When an employee is re-instated to his/her former job, he/she shall normally be paid at the same level of the pay grade he/she had before leaving. When he/she is re-instated to a job with a lower pay grade, he/she shall be paid according to his/her experience and qualifications within the pay grade in which he/she will be employed. If an employee terminates his/her employment and is rehired within six (6) months, the employee will not lose any years of service or benefit time, unless such time was previously paid out. If an employee is rehired more than six (6) months after his/her termination date, said employee will be considered a new hire.

9.06 Changes in Starting Salary. New employees are normally hired at the minimum starting salary of the pay grade established for their position. When qualified hire applicants possess exceptional qualifications directly related to the position, a salary higher than the starting salary may be authorized by the Human Resources Manager

152

and County Executive. If the desires salary is the top of the salary range approval must be obtained by the County Board prior to start of employment.

SECTION 10 – WORKING HOURS

10.01 Hours of Operation. The standard hours of operation for most Brown County offices shall be 8:00am to 4:30pm Monday through Friday. Due to the varying needs of departments and because certain essential County services are provided on a 24-hour basis, County employees may have different work schedules based on department and job function. Where possible, County offices shall remain open during the lunch hour and employees shall stagger their lunch period to accommodate this schedule.

10.02 Lunch Periods and Breaks.

a) Lunch periods shall be established on a departmental basis, and shall not be longer than one (1) hour.

b) Whenever operational conditions permit, employees may leave their workstations and return fifteen (15) minutes later for a break in the first four (4) hours of their shift and another fifteen (15) minutes in the second three and one-half (3-1/2) hours or more of their shift. Breaks not taken are lost.

c) Breaks cannot be accumulated or used to extend lunch periods or to shorten the work day.

10.03 Time Off. Employees are expected to responsibly utilize accrued paid time off for regularly scheduled hours that are not worked in order to consistently reflect their scheduled weekly hours. In some instances unpaid time off may be granted which can then be reflected to complete the regularly scheduled hours.

SECTION 11 – OVERTIME / COMPENSATORY TIME

11.01 Overtime. Employees in non-exempt positions shall be compensated or receive compensatory time at a rate of one and one-half times normal pay for hours worked in excess of forty (40) hours in any work week. Exceptions to this include but are not limited to hospitals/health care field, law enforcement, and emergency services personnel. All time worked is subject to rounding rules.

a) All overtime or compensation time must be authorized by the Department Head or supervisor and is subject to budgetary limitations. Any paid or unpaid leave will not count as hours worked for overtime or compensatory time calculations. All overtime and compensatory time accruals will be reviewed periodically by the Human Resources Manager. Overtime shall be kept to a minimum and shall be utilized to relieve specific occasional peak workloads or for work necessity, and is not intended as a convenience or benefit for the employee.

b) No employee may start work before the appointed time, work through breaks, or work past the appointed time without prior authorization. Employees are not allowed to accumulate work hours more than 15 minutes before their appointed starting time, during breaks, or 15 minutes past the appointed quitting time.

c) In the event an employee is called in to work outside of his/her normally scheduled hours, the employee shall be given a minimum of two (2) hours work or pay at his/her normal rates. This call-in pay does not apply when the hours are contiguous with the employee's regularly scheduled shift.

d) Employees are not eligible for overtime hours on days where the employee is being compensated for non-work hours (e.g., vacation, casual day, personal day, etc.). Management may waive this requirement due to an emergency.

e) Employees who are assigned to work a schedule other than a 24/7 schedule and are required to work on Sundays outside of their normally scheduled hours will receive one and one-half times their normal rate of pay for Sunday hours.

11.02 Compensatory Time. Upon mutual prior consent, employees may bank up to eighty (80) hours of overtime earned in a compensatory time bank. Employees may request the use of compensatory time off at the rate at which such time is earned. Use of compensatory time shall be by mutual consent. At the end of each calendar year, any unused compensatory time will be paid out. Accumulation of compensatory time shall not exceed eighty (80) hours during each calendar year, and shall not be accumulative from year to year. All compensatory time shall be taken at a time which is mutually agreeable between the employee and the Department Head or supervisor. Compensatory time shall not be taken for more than one week at a time.

SECTION 12 – EXEMPT EMPLOYEES

12.01 Expectation of Exempt Employees. Exempt employees (including Department Heads, supervisors, managers, professionals) under the Fair Labor Standards Act (FLSA) are expected to work a normal full-time work week and to be available for special and regular meetings and events outside of normal hours and may be subject to structured work schedules. In return for these services, these employees may take time off when the workload of their department permits.

12.02 Salaries. Exempt employees are paid on a "salary basis." Being paid on a "salary basis" means an employee regularly receives a predetermined amount of compensation each pay period. The salary paid by Brown County to salaried employees is specifically intended to compensate for their service to the County. Subject to limited exceptions, an exempt employee receives their full salary for any work week in which the employee performs any work, regardless of the number of days or hours worked. However, such salary includes requiring the employee to charge his/her absences to paid leave accruals.

12.03 Work Schedules. Exempt employees are expected to work without regard to overtime. Exempt employees are not eligible for payment of overtime or compensatory time. Department Heads, supervisors, managers, professionals and other exempt employees

may be subject to structured work schedules as set by their superiors and are required to receive prior approval to be absent from or leave the work area during work hours.

12.04 Time Off.

a) *Less Than One Day.* Exempt employees who are absent from the workplace for less than one day normally shall deduct the length of the absence from the appropriate paid leave account (i.e., sick or vacation leave). It is recognized, however, that in certain circumstances, the fulfillment of an employee's responsibilities requires longer or more irregular hours than in other situations. In such instances, the employee's superior may allow an employee the flexibility to attend to personal business away from work during normal work hours without requiring the use of accrued leave. Exercising this flexibility shall not amount to compensating the employee on an hour off for an hour worked basis. Such time away from the workplace that is not being deducted from leave accruals shall not be reported on the employee's time and attendance records.

b) *More than One Day.* Exempt employees who are absent from the work place for part of a week and do not have enough accrued leave to cover the absence, shall not have their salaries reduced for that portion of the absence that is not covered by paid leave. Exempt employees may be disciplined for abusive leave time (absences or tardiness). Therefore, Departments may, and are encouraged to, keep informal accounts of employees' use of leave that is not recorded on time and attendance forms should documentation be necessary due to misuse, or disciplinary issues.

SECTION 13 - PAYCHECKS

13.01 Schedule. Employees shall be paid on a bi-weekly schedule. If a payday is an observed holiday, including the Friday before Easter, employees will be paid on the preceding workday.

13.02 Direct Deposit. All employees shall participate in direct deposit for all of their pay.

13.03 Time Cards. Each employee must maintain an accurate record of his/her time with the approval of their immediate supervisor or manager. Accurate time reporting is required by the FLSA and by the Wisconsin Department of Workforce Development.

13.04 Deductions. It is Brown County's policy to comply with applicable wage and hour laws and regulations. Any questions or concerns about salaried status or deductions an employee may believe has been made from pay that is inconsistent with the employee's salaried status should immediately be addressed with the Payroll Department who can assist in understanding the information that is required in order to investigate the matter.

a) Brown County is committed to investigating and resolving all complaints as promptly, but also as accurately, as possible. Consistent with the U.S. Department of Labor's policy, any complaint will be resolved within a reasonable time given all the facts and circumstances. If an investigation reveals that you were subjected to an improper deduction from pay, you will be reimbursed and

Brown County will take whatever action it deems necessary to ensure compliance with the salary basis test in the future.

13.05 Employee Information Changes. Any change in an employee's information (i.e., address, dependent status, wage rate, position transfer, etc.) shall be submitted to the Human Resource Department for processing.

SECTION 14 – BENEFITS ELIGIBILITY

14.01 Eligibility. All regular full-time employees are eligible for the following benefits unless stated otherwise. Regular part-time employees working fifty percent (50%) or more shall be eligible to receive fringe benefits on a pro-rated basis, unless stated otherwise.

14.02 Proration of Fringe Benefits in Final Year Of Employment. Employees terminating their employment with Brown County shall have all fringe benefits prorated in their last year of employment.

SECTION 15 – INSURANCE

15.01 Policy. The County will offer a group health, dental, and life insurance programs for regular full-time and qualifying regular part-time employees. The employee and employer contributions toward the premiums of such plan shall be determined by the County on an annual basis. The County may change carriers from time to time, modify its insurance offerings, provide alternate insurance carriers, self-insure its insurance coverage or change benefit levels as it deems appropriate for any or all of its insurance coverage at its discretion. For complete plan coverage and information, see the summary plan description.

15.02 Eligibility. All regular employees are eligible for health and dental care coverage. New or rehired employees shall be covered on the first day of the month following the completion of thirty days of employment, provided the employee has completed an application.

a) Regular part-time employees, working fifty percent or more shall be eligible for health, dental, and life insurance plans maintained by the County on a prorated basis. The percentage of employment which has been established by the budget or Board, shall determine the benefit pro-ration.

15.03 Payroll Deduction. Regular full-time and part-time employees will have their portion of the monthly premium deducted equally between two monthly payroll checks.

15.04 Termination of Coverage. In the case of an employee who terminates employment, coverage will be terminated on the last day of the terminating month.

15.05 Retiree Continuation Coverage. Those employees who retire under the Wisconsin Retirement System, or those employees who become covered by Social Security by disability and have been employed by Brown County ten (10) years or longer, may

150

continue to be covered under the County's Health Plan at the group rate by making self premium payments to the County. Dental plan benefits will terminate for each retiree/spouse upon the first of the month in which the retiree/spouse attains age 65.

15.06 COBRA Rights. Employees who are terminated from employment for reasons other than gross employee misconduct as well as employees who resign from their employment may continue their group health coverage for the period of time prescribed by COBRA. Spouses of deceased employees may continue with group health coverage for a period of time prescribed by COBRA. Such employees are normally advised of their continuation options and contribution requirements at the time of hire and at termination.

15.07 Life Insurance. All regular employees who are participants under the Wisconsin Retirement System may elect to become covered by life insurance through the Wisconsin Group Life Insurance Program. Eligibility for coverage is defined by the Wisconsin Group Life Insurance Program.

15.08 Vision Insurance. Employees may participate in a vision plan with the employee paying the full premium.

15.09 Deferred Compensation Plan. The County offers a Section 457 deferred compensation plan to eligible employees on a voluntary basis. Regular full-time and regular part-time employees are eligible to participate in the plan. Newly hired employees are eligible to participate in the plan immediately.

SECTION 16 – WISCONSIN RETIREMENT SYSTEM

16.01 Eligibility. Brown County is a participant in the Wisconsin Retirement System. All benefit questions must be handled through the WRS office directly.

a) *Full-time employees.* Full-time employees shall be considered immediately eligible for participation in the Wisconsin Retirement System (WRS).

b) *Part-time employees.* Are eligible if they are expected to work at least two-thirds of what is considered full-time employment by ETF. If, after one year, a part-time employee has worked at least two-thirds of what is considered full-time by ETF or at least 1,200 hours in the immediately preceding 12-month period, the part-time employee shall become a participating employee.

16.02 Employee Contribution. Once eligible for coverage under WRS, coverage is mandatory and an employee may not "opt out" of WRS. The County will make employer required WRS contributions as required by law. Employee contributions are pre-tax.

SECTION 17 – HOLIDAYS

17.01 Holidays Defined. Eligible employees who have been employed for a period of thirty (30) days shall receive a full day's pay for the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. In addition to these holidays, the last half of the workday (4 hours) of Christmas Eve, New Year's Eve, and Good Friday shall also be observed as holidays with pay. For employees who work Monday through Friday schedules, if any of the above mentioned holidays fall on Saturday, the preceding Friday will be observed and if the holiday falls on Sunday, the following Monday will be observed or as determined by the County. For compensation for the half day holiday, employees must first work the first half of their work day before holiday pay commences. For the sole purpose of this provision, pre-approved paid time off will qualify the employee for holiday pay.

17.02 Scheduled to Work Holiday. Employees who are assigned to work a 24/7 schedule will receive their normal pay for the week during which a holiday falls. If an employee is scheduled to work on a holiday, the employee shall receive one and one-half (1-1/2) times their normal rate of pay for hours worked in addition to their holiday (normal) pay. For compensation for the half day holiday, employees must first work the first half of their work day before holiday pay commences or take accrued time before holiday pay commences.

17.03 Not Scheduled to Work Holiday. When a non-exempt hourly and exempt salaried employee is required to work on an observed holiday that falls on their regularly scheduled day off, these employees will be paid at one and one-half (1-1/2) times their regular rate of pay per hour for actual hours worked.

17.04 Commencement of Holiday. For purposes of compensation of holidays under this section, holidays will be deemed to commence and end at midnight for employees that do not work 24/7 schedules. For employees in 24/7 positions, the holidays will commence at the beginning of the first shift which occurs on the holiday and end at the completion of the last shift which commences on the day of the holiday. (For example, those employees who work 7a-3p, 3p-11p, and 11p-7a will receive holiday pay between 7am on the holiday to 7am on the day after the holiday).

17.05 Personal Days.

a) *Monday through Friday Schedules (8 hour Days).* Eligible employees who have been employed for a period of thirty (30) days who work Monday through Friday schedules (8 hour days), 24 hours personal time shall also be observed as a holiday, to be taken as mutually agreed upon between the employee and supervisor. In addition, the day after Thanksgiving will be observed as a personal day with pay.

b) *Monday through Friday Schedules (7.5 Hour Days).* Eligible employees who have been employed for a period of thirty (30) days who work Monday through Friday schedules (7.5 hour days), 22.5 hours personal time shall also be observed as a holiday, to be taken as mutually agreed upon between the employee and supervisor. In addition, the day after Thanksgiving will be observed as a personal day with pay.

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c) *Seven Day Schedule.* For employees who follow a seven (7) day schedule, thirty-two (32) hours of personal time shall be observed as holidays, subject to prior approval by supervisor or manager.

SECTION 18 – VACATION

18.01 Vacation. All employees who are not covered by a bargaining agreement which includes a vacation schedule shall earn vacation as follows:

	40-Hour Work Week	37.5 Hour Work Week
After six months of service	40 hours	37.5 hours
After the first year of service	88 hours	82.5 hours
After the third year of service	96 hours	90 hours
After the fourth year of service	104 hours	97.5 hours
After the fifth year of service	120 hours	112.5 hours
After the ninth year of service	144 hours	135 hours
After the tenth year of service	160 hours	150 hours
After the sixteenth year of service	200 hours	187.5 hours

18.02 Vacation Scheduling. Employees must submit their vacation requests in advance and with as much notice as possible, so that supervisors can review the requests and make appropriate decisions based on the operational needs. In establishing regular schedules, supervisors shall give due consideration to the desires of individual employees within limits of work requirements of the division. Appointing authorities may amend vacation schedules to meet work emergencies or to grant requests of individual employees. If two or more employees request to take vacation during the same period and the matter cannot be resolved by agreement of the parties concerned, the employee with the most seniority with the County shall be granted vacation time.

18.03 Separation of Employment. Any employee who terminates his/her employment or has his/her employment terminated for any reason, shall be compensated for all earned vacation time worked as of the date of termination. The employee shall reimburse the County for any vacation time taken but not earned at the time of his/her termination.

18.04 Pay in Lieu of Vacation. No employee shall be permitted to accept vacation pay in lieu of vacation.

18.05 Vacation Carryover. An employee hired prior to January 1, 1982, cannot carry more than two hundred forty (240) hours [two hundred twenty-five (225) hours for employees working a 37.5 hour work week schedule] of vacation at the end of the calendar year. Employees hired after January 1, 1982, cannot carry more than eighty (80) hours [seventy-five (75) hours for employees working a 37.5 hour work week schedule] of vacation at the end of the calendar year.

18.06 Donation of Vacation. Any employee who has passed his/her initial employment period; has a need for a qualified absence in excess of two weeks; and who has exhausted all accrued personal leave may receive donated vacation time upon approval

of the Human Resources Department. Donated vacation leave may not be used for purposes of avoiding corrective action nor may it be used for absences outside of the qualifying period.

a) Donated leave and the use of such leave shall be on an hour for hour basis without calculation of dollars between the accrual accounts of either the donating employee or recipient. The recipient shall be paid at their regular rate of pay.

b) Any donated vacation leave may not be rescinded on the part of the donating employee.

c) The donation of vacation shall not result in overtime, compensatory time, or the accrual, continuation or extension of insurance or other benefits.

d) At the end of the qualifying absence of the recipient, any remaining balance of donated hours shall be returned to the donating employee's vacation accrual account.

SECTION 19 – CASUAL DAYS

19.01 Policy. After six (6) months of employment to provide first day coverage for sickness, each employee shall receive forty (40) hours [thirty-seven and one-half (37.5) hours for employees on a thirty-seven and one-half (37.5) hour work week] casual time each January 1. Casual days may also be used for personal time off with actual days off being subject to mutual agreement between the employee and the employer. Casual days will not be withheld for arbitrary or capricious reasons except during the last two (2) weeks of employment when only a two (2) week notice is given. At the end of each calendar year employees shall be paid at their existing rate of pay for any casual days not used during the year, to a maximum of five (5) days (payment shall be made automatically prior to the following January 31).

19.02 Accrual. Casual day credit is earned on a monthly basis; however, for scheduling purposes, casual days earned during the calendar year are credited to the employee's casual account at the beginning of each calendar year. Any employee who terminates his/her employment or has his/her employment terminated for any reason, shall be compensated for all earned casual time worked as of the date of termination. The employee shall reimburse the County for any casual time taken but not earned at the time of his/her termination.

19.03 Scheduling. Casual days may be taken in not less than fifteen (15) minute increments.

19.04 Supplementation of Benefits. Casual days and banked sick leave may be used by an employee to supplement his/her disability benefits in an amount which will equal regular pay.

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SECTION 20 – BANKED SICK LEAVE

20.01 Policy. Employees participating in the banked sick leave program will have sick leave accumulation "banked" into a sick leave accumulation account, which may be used by the employee to supplement short-term disability benefits received for a disability. Banked sick leave may be used to make the employee whole for base pay earnings; however, no additional sick leave benefits will accrue into the banked account. Fifty percent (50%) of an employee's unused accumulated banked sick leave, up to a maximum of 90 days (maximum payout -45 days) may be used in the following manner:

(a) cash payment, or

(b) request the Employer to set up escrow account for said amount in (a) above, from which health insurance premiums shall be paid (at the Employer's group rate in full) until sum is depleted.

20.02 Death of Employee. In the event of death of an employee, the surviving beneficiary may continue to have health insurance premiums paid until the sum is depleted as in (b) above or the aforementioned 50% sum or the remainder of the escrow account will be paid in cash to the employee's estate, at the surviving beneficiary's option.

SECTION 21 – BEREAVEMENT LEAVE

21.01 Immediate Family. Whenever a death occurs to a member of the immediate family of an employee, the employee shall be entitled to a bereavement leave. The bereavement leave will commence on the date of death and continue for up to five (5) work days through the date of internment. If the date of internment occurs after five (5) work days from the date of death, the employee may use one of the bereavement leave days to attend the funeral or internment. In no event shall an employee be entitled to more than five (5) days of bereavement leave. Compensation shall be at the regular hourly rate of said employee for a normal work day.

a) *Immediate Family Defined.* Immediate family is defined as: wife, husband, father, mother, guardian, sister, brother, child of employee, grandchildren, grandparents, father-in-law, mother-in-law, step-children, or stepparents.

21.02 Non-Immediate Family. Employees will be entitled to compensation for one (1) day to attend the funeral of the spouse's grandparents, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt or uncle of the employee or spouse. In the event an employee is required to act as a pallbearer at the funeral of someone outside of his/her immediate family, he/she shall be granted one (1) day off to do so.

21.03 Part-Time Employees. Regular part-time employees are eligible for bereavement days off as stated above, beginning on the succeeding calendar days starting on the date of death. If during this leave the employee has scheduled work days, the employee will be paid for those scheduled work days and hours only. The employee will not be paid for any of these days which are non-scheduled work days. Should any death occur during an employee's vacation he/she shall receive additional time off with pay for any

scheduled work day affected at a time mutually agreed upon by the employee and department.

SECTION 22 – WORKER'S COMPENSATION

22.01 Coverage Provided. An employee who is absent due to injury or illness caused during the course of his/her duties shall receive first day coverage at 75% of regular pay during the first 180 calendar days. Any payments to hospital, doctors, and to employee for lost time shall be made in accordance with the Worker's Compensation Act of Wisconsin. All employees are expected to conduct themselves in such a manner that they do not cause injury to themselves or others.

22.02 Reporting Procedure. If an injury does occur during working hours, an employee shall:

a) Regardless of severity, report such injury to his/her supervisor or designated authority and complete an "Accident Report Form" which will be furnished by the Insurance Department.

b) If the injury is such that the employee is unable to complete an "Accident Report Form", said form shall be completed by the person in the employee's department designated to complete the form.

c) Accident reports supported by a certificate of a licensed physician setting forth the nature and extent of the injury and the probable period of disability, must accompany requests for leave.

SECTION 23 – LEAVES OF ABSENCE
Short-Term Disability Leave

23.01 Leave Available. Employees who have completed 180 calendar days of service shall be eligible for disability leave pay as follows:

a) *On the job accidents or injuries of the employee* - first day coverage at 75% of regular pay for the duration of short-term disability, up to a maximum of 180 days. The employee is responsible for applying for long-term disability coverage. (Doctor Certificate required). This benefit is reduced for worker's compensation benefits received.

b) *Sickness or an off the job accident or injury of the employee* - coverage after three (3) work days at 75% of regular pay.

c) *Medical needs of a member of the employee's immediate family* – coverage after three (3) work days at 75% of regular pay for a maximum of seven (7) continuous work days. Proper physician documentation is required. Regardless of the work

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schedule, the 3-day elimination period and 7-day leave must take place within a continuous 14-day maximum.

d) *Subsequent Leave.* During a calendar year, an employee may be eligible for an additional 180 days of coverage in the event the subsequent absence is for purposes unrelated to the initial absence. In order to be eligible for the subsequent leave, the employee must return to work for 30 calendar days before going out on leave again. Employees absent for disability reasons in excess of three (3) consecutive work days who return to work, but return to disability leave status for the same or related reasons within five (5) work days will immediately return to 75% of regular pay without an additional waiting period.

e) *Cosmetic Surgery Exclusion.* Any period of capacity caused either directly or indirectly by a surgery or other procedure which the County, in its sole discretion, considers to be cosmetic in nature and not medically necessary for treatment of an injury or illness will not be considered a condition that qualified the individual for short-term disability benefits. This provision applies to an absence for an employee's own incapacity or for attendance to an immediate family member.

23.02 Substitution of Benefits. The 75% disability benefit can be supplemented at the employee's option to make his/her paycheck whole, with accrued casual days, vacation, personal days or banked sick leave. However, in no event shall an employee receive an amount greater than 100% of his/her regular rate of pay. Employees must use accrued benefits or casual days for the first three (3) work days (elimination period), or its equivalent in hours, each time short-term disability is initiated, unless limited by applicable law. If no benefits are accrued, the first three (3) days will be unpaid. Short-term disability benefits will be run concurrently with any state or federal Family Medical Leave benefits or worker's compensation.

23.03 Application. So as to avoid any delay in payment of short-term disability benefits, an employee must submit an application for such benefits within the first pay period following the date of the injury or illness to which the entitlement relates. If, due to medical reasons, the employee is unable to complete the application within this timeframe, the employee should complete the application as soon as practical. The County reserves the right to withhold benefits where the County considers the employee's application to be unreasonably untimely. The employee agrees to sign the appropriate medical release to verify the need for STD benefits.

a) Any employee claim for short-term disability starting on day four must be accompanied by a physician's certificate, signed by the physician who is treating the employee for the condition which initiated the short-term disability. The County agrees to waive the foregoing requirements under extraordinary circumstances (e.g. hospitalization).

b) Each employee claiming disability benefits is subject to verification of the alleged sickness or disability by a County representative.

23.04 Reporting Requirements.

a) *Initial Reporting Requirements.* Employees must contact their supervisors daily one (1) hour prior to the start of the work day to inform them of the reason for

being off work. The employee should also inform their supervisor of their requested compensation for each day of absence. On the fourth consecutive day off of work, the employee must notify his/her supervisor and Human Resources and/or the Third Party Administrator. An employee's accrued benefits will be used for the otherwise unpaid period of absence from work if proper certification is not received in a timely manner. If proper certification is received, the employee will be credited benefits and short-term disability will be substituted on the following payroll.

b) *Reporting During Disability Period*: Employees must contact their supervisor and Human Resources and/or the Third Party Administrator within twenty-four (24) hours after receiving a medical check-up or after receiving an physician's certificate on ability to return to work. Any requests for supplemental pay must be communicated to his/her immediate supervisor.

23.05 Continuation of Benefits. An employee on approved STD leave shall continue to receive benefits such as health insurance under the same terms and conditions as are in effect for similarly situated active employees. However, once the STD leave expires, if the employee is unable to return to work, those benefits will be terminated and the employee will be offered continuation coverage under the Consolidated Omnibus Budget Reconciliation Act (COBRA). The Wisconsin Retirement System (WRS) has determined that short-term disability is an insurance payment. Dollars received under short-term disability are not WRS reportable. Therefore, Brown County will not make contributions to an employee's WRS fund while he/she is receiving STD payments.

23.06 Return to Work. An employee must receive a physician's certification regarding his/her medical clearance to return to work. Such certification should be provided to Human Resources and/or the Third Party Administrator and the employee's immediate supervisor prior to the date of return. The employee is not guaranteed to be reinstated to the position he/she held prior to the STD leave.

a) *Restricted Duty.* When a physician certifies that an employee on disability leave can return to work with work restrictions, the employee will immediately contact his/her supervisor. It is possible that an employee may be brought back to work on restricted duty provided work is available. Employees shall assist Human Resources in facilitating a return to work. During periods of modified employment, the employee shall be compensated at the wage or regular rate of pay they were earning at the time of the injury, regardless of the nature of the modified duty performed. A refusal to work, once an employee has exhausted all vacation, casual days, personal days, and FMLA, may be deemed insubordination and subject to disciplinary action up to and including termination. The employee will be refused worker's compensation, sick leave, short-term and long-term disability benefits and shall be required to contribute 100% of benefit premiums.

b) *Part-Time Restriction.* If an employee receives a physician's approval to return to work on a part-time schedule, short-term disability benefits could be paid for a limited period not to exceed the total amount of time available (i.e., 180 calendar days, in full or partial day increments). Employees seeking return on a part-time or limited basis must meet the requirements of the transitional work policy of the County.

23.07 Third Party Reimbursement. If a qualified absence from work is the fault of a third party, the County may not grant benefits under this Policy if lost wages for benefit cost reimbursement are available for recovery from the third party. However, the County, in its sole discretion, may extend benefits that would not otherwise be payable under this policy to assist the employee and the employee's family member during the period prior to collection from the third party. The extension of such benefits shall be conditioned on the execution of any and all documents required by the County to secure reimbursement of such amounts at the time they are payable by the third party or other available source by way of settlement or in satisfaction of any judgment for the injuries or condition. Such reimbursement must be made before any amount is paid to the employee and/or the employee's dependents. The County is entitled to "dollar one" reimbursement which is not contingent on the employee being made whole from any other party or other course. The employee is obligated to do nothing to prejudice the rights of the County to such reimbursement. The County also has the right to seek repayment of the benefits from the responsible third party that caused the illness or injury. The County will not pay any legal fees associated with the reimbursement recovery the employee may incur and disclaims the "common fund doctrine," unless authorized in writing by the County. The employee specifically agrees to notify the County whenever a third party causes an injury or illness that may result in the County paying benefits under this Policy. In addition to the right of reimbursement of such extension of benefits, the County shall be subrogated to all claims, demands, actions and rights of recovery against the third party and against such third party's insurers to the extent of any and all payments made by the County. The County shall have a first right of recovery without regard to the damages the employee may claim. The County also reserves its rights to recover extended benefits directly from the employee should it be determined that the employee failed to protect the County's rights or notify the County of any payments made or received from any source related to the absence for which benefits were extended.

23.08 Rights and Responsibilities.

a) Employees do not accrue a right to receive a benefit under this STD policy unless and until the terms and conditions of the policy, as may be amended from time to time, have been satisfied. The benefits under this policy are contingent upon a showing by the employee, which is acceptable to the County as determined in its sole discretion, that the preconditions for the payment of this benefit are satisfied. This benefit offering is not accrued.

b) Employees who sustain an injury or illness in the commission of a felony will not be paid STD benefits. Until final adjudication of any charge arising of the incidents giving rise to the injury or illness, no benefits shall be paid.

c) If short-term disability benefits are approved, any gainful employment outside of Brown County, including self-employment, will terminate short-term disability benefits immediately.

d) An employee's physical limitations / restrictions are in effect 24 hours per day. An employee not following his/her restrictions may cause a delay in the healing process and may further aggravate a condition. By not following the restrictions, an employee may be subject to disciplinary action up to and including termination.

e) Failure to comply with County requests under this policy are grounds for immediate termination of benefits and disciplinary action. In addition, any accident or injury that is not reported appropriately or immediately after the injury may result in delay or denied compensation and/or disciplinary action which could lead to termination.

g) The County shall have all other powers necessary to effectuate the provisions of this Policy. The County has the right, at its sole discretion, to interpret coverage under, administration of, and application of the terms and conditions of this policy. Any interpretation, determination, rule, regulation or similar action or decision issued by the County shall be conclusive and binding on all parties. No reviewing tribunal shall set aside such determination, rule, regulation or similar decision unless a court of competent jurisdiction determines that the County acted in an arbitrary and capricious manner.

23.09 Part-Time Employees. Eligible part-time employees shall receive disability leave benefits on a prorated hourly basis based on scheduled work hours.

SECTION 24 – LEAVES OF ABSENCE
Long-Term Disability Leave

24.01 Policy. Brown County's Long Term Disability (LTD) Plan provides for eligible employees, (excluding seasonal, limited term, temporary and summer), to receive two-thirds pay after 180 days of disability to age 65 with offsets for Social Security disability benefits, Wisconsin Retirement System disability benefits, and Worker's Compensation benefits. LTD begins after 180 days of disability; however, the offsetting benefits must be requested by the disabled employee within 30 days of beginning LTD.

24.02 Certification. The Wisconsin Retirement System requires that the Employer certify that all earnings, including service and pay for vacation and sick leave, have been paid and that the employee is on a leave-of-absence and not expected to return to work, or has been terminated because of a disability. Therefore, once it has been determined on the basis of a report from the employee's doctor that an employee is not reasonably expected to return to work, the employee will be terminated from the payroll and paid all appropriate accrued benefits. If the employee is expected to be able to return to work, the employee will be granted a leave of absence up to two years but not to exceed his/her length of service with the County.

24.03 Return to Work. When the employee is able to return to work after being on LTD, the employee will be reinstated to an available position for which s/he is qualified. Such determination will be made by the employer on a case-by-case basis. While on LTD, the employee will continue to accrue seniority for job posting purposes only. Seniority for other purposes will be frozen at the beginning of the LTD leave and shall begin accruing upon the employee's return to work.

24.04 Part-Time Employees. Part-time employees who work at least 50% of full time hours are eligible for long-term disability on a prorated hourly basis, based on scheduled work hours.

SECTION 25 - LEAVES OF ABSENCE
Family and Medical Leave

25.01 Policy. Brown County provides family and medical leave in accordance with the Federal Family and Medical Leave Act (FMLA) and the Wisconsin Family and Medical Leave Act. When applicable, the federal and state family and medical leave laws run concurrently. In addition, both federal and state family and medical leave law run concurrently with any other leave available through the County or as otherwise required by law. When an absence qualifies under both state and federal FMLA laws, the entitlement under each law will be exhausted for the same absence. Should one law provide a greater benefit than the other, the employee shall receive the greater benefit.

25.02 Eligibility. Any employee who has been employed by the County for more than 52 consecutive weeks and has been paid for a minimum of 1,000 hours during a 12-month period may be eligible under Wisconsin's Family and Medical Leave Act. Any employee who has worked for the County for more than 12 months and has been paid for a minimum of 1,250 hours during the 12-month period may be eligible under the Federal Family and Medical Leave Act. Entitlements are calculated on a calendar year basis (January 1 to December 31) for both state and federal purposes.

25.03 Leave Available.

a) *Wisconsin FMLA.*

1) Up to a maximum of six (6) workweeks of unpaid leave for the birth or adoption of a child. The leave must begin no earlier than 16 weeks before the estimated birth or placement and not later than 16 weeks after the birth date or placement of the child.

2) Up to a maximum of 2 workweeks of unpaid leave to provide care for a child, spouse, parent, parent-in-law, domestic partner, or domestic partner's parent who has a serious health condition.

3) A maximum of 2 workweeks due to the employee's serious health condition.

b) *Leave Available – Federal FMLA.*

1) Up to 12 workweeks for the birth and first year care of a child or a child placed with the employee for adoption or foster care. The entitlement to leave for birth or placement of a child ends 12 months after the birth or placement.

2) Up to 12 workweeks of unpaid leave to provide care for a child, spouse, or parent who is suffering from a serious health condition.

3) Up to 12 weeks due to a serious health condition of an employee.

4) Up to 12 weeks due to a qualifying exigency arising out of the fact that the employee's spouse, child, or parent is on covered active duty or call to covered active duty as a member of the Armed Forces, National Guard or Reserves.

5) Up to 26 weeks of unpaid leave in a single calendar year in the case of a covered service member caregiver leave because the employee is the spouse, child, parent or next of kin of a covered service member with a serious injury or illness. Note that the maximum 26 weeks in this instance includes, and is not in addition to, all other FMLA leave. In other words, employees may not take more than a total of 26 weeks of FMLA leave during a single calendar year for any qualifying reason under FMLA.

25.04 "Serious Health Condition" Defined.

a) For Wisconsin FMLA, "serious health condition" means a disabling physical or mental illness, injury, impairment, or condition which requires inpatient care in a hospital, nursing home, hospice, or outpatient care that requires condition treatment or supervision by a health care provider.

b) For Federal FMLA, "serious health condition" means an illness, injury, impairment or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least 2 visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy or a chronic condition. Other conditions may meet the definition of continuing treatment.

25.05 Designation of Leave. The Human Resources Department and/or the Third Party Administrator will notify the employee as soon as possible whether the leave applied for has been approved. Approval or denial of the leave will be made only through the Human Resources Department and/or the Third Party Administrator in writing. Should an employee be absent under circumstances that would qualify as FMLA leave but has not applied for leave under FMLA, the County reserves the right to designate such absence as FMLA leave and may also waive the requirement of medical certification at its discretion. Any period of absence not covered by this Policy will be administered under the County's attendance policy.

25.06 Intermittent Leave. In some circumstances, leave may be taken on an intermittent basis. If intermittent leave is requested, the County and the employee shall attempt to work out a leave schedule that meets the employee's needs without unduly disrupting the County's operations. If the employee is allowed to take leave in less than full-day or full week increments, the employee will receive reduced compensation consistent with the hours the employee actually works. During a period of intermittent leave, the County may transfer an employee to an alternate position which may better accommodate the intermittent leave schedule. In such position, the employee will be paid at the rate he/she was paid prior to the leave with the same benefits.

25.07 Procedure. You are required to notify the County of your need for family and/or medical leave. FMLA leave request forms are available from the Human Resources Department and/or the Third Party Administrator. Failure to timely notify the County of your need for leave may result in delaying or denial of your leave until proper notice is received.

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Compliance with the regular employment policies of the County is also required. FMLA forms are required for all leaves in excess of three (3) consecutive work days and may be required for less than three (3) days in certain circumstance.

a) *Foreseeable Leave.* In the event your need for leave is foreseeable, the County must be notified, in writing, at least 15 calendar days (or if not possible, as soon as practicable), before the date on which the leave is to begin. The County reserves the right to delay the start of any requested leave until 15 calendar days have passed from the date the employee notifies his/her supervisor of the intent to take family or medical leave if timely notice is not given.

b) *Unforeseeable Leave.* Where advance written notice of the need for leave is not possible (such as an emergency need for medical consultation or treatment), notice (in person or by telephone) is required. Where advance notice is not possible, then oral notice must be provided as soon as reasonably practicable with written documentation to follow. If you wish an unforeseeable absence to be covered by FMLA leave, you must give the County sufficient information to do so no later than 2 business days after the commencement of leave. You will not be allowed to have such a designation made later.

c) *Scheduling Leave.* Leave must be scheduled in such a fashion that it does not unduly disrupt the County's operations.

25.08 Substitution of Benefits. Under Federal FMLA, the County has the ability to require an employee to substitute all vacation, personal leave, sick leave, or casual days upon accrual of such leave during the leave period. If an employee receives disability pay, this will count as substitution for federal leave purposes. Under Wisconsin FMLA, an employee has the option of substituting accrued benefits for the State leave period, unless the paid leave is taken for a purpose also covered by the Federal FMLA. When paid leave is substituted for unpaid leave, that leave will not be available to an employee later, nor will an employee be entitled to additional family and/or medical leave as a result of the substitution of paid leave. If an employee chooses to substitute paid leave for unpaid leave, any accrued paid leave the employee may have at the time of leave may be substituted, including short-term disability benefits, vacation, personal days or casual days. Paid leave will only be available for substitution by an employee who would otherwise be eligible for such benefits. This paid time used will not be available later to the employee.

a) The eligibility requirements for Brown County's short-term disability, sick leave benefits, and worker's compensation (Wisconsin only) may meet the requirements for the federal and Wisconsin Family and Medical Leave Act. The County may need to count the amount of time used for these leaves of absence against your FMLA entitlement.

25.09 Medical Certifications and Examinations. If leave is the result of an employee's own serious health condition or the serious health condition of a family member under this Policy, the employee must provide the County, within fifteen (15) calendar days of the County's request, with a Health Care Provider Certification which is completed by the treating health care provider. Health Care Provider forms are available from the Human Resources Department and/or the Third Party Administrator. The County may request

the clarification of a Health Care Provider Certification, which is generally due within five (5) calendar days of the request for such clarification.

a) After receiving the Health Care Provider Certification, the County may, to the extent allowed by law, require that an employee see a health care provider of the County's choosing in order to verify the information provided. The County will pay the cost of this examination. If the results of the second examination differ from the original certification, the County may, to the extent allowed by law, require a third examination, again at the County's expense, by a health care provider which is mutually agreeable to the County and the employee. Both the County and the employee are obligated to cooperate in selecting a suitable health care provider. If applicable, the results of this third examination will be final and binding on the employee and the County as to the classification of the employee's leave.

b) The County may require an employee to submit additional certifications periodically during the leave. Recertification of the Health Care Provider Certification may be requested every thirty (30) calendar days (or if longer, the stated duration of the leave) unless the facts and circumstances do not appear to support the original Certification or the County has information which casts doubt on the employee's stated reason for leave. In such a case, a certification of the serious health condition may be requested at an earlier point in time. The County will provide notice to the employee of any recertification which may be required.

25.10 Benefits During Leave. During an approved family or medical leave, the County will continue to make available to the employee the same insurance benefits which are available to the employees who are not on leave. To maintain insurance coverage while on FMLA leave, employees must continue to pay their portion of the premium on a bi-weekly basis. If the employee is paid during the leave period, the premium will be deducted from the pay available. However, during any period of unpaid leave, the employee may elect to make payments during the period of leave or the premium payment will be deferred until the expiration of the leave or the employee's return to work, whichever is the first to occur, at which time the premium payment will be due. Upon termination from employment, any remaining premium amounts due will be deducted from the final paycheck of the employee. Coverage will cease if payment is not received within thirty (30) days of the premium due date. While on unpaid leave, employees will not accrue benefits (vacation or sick leave).

a) If an employee fails to return to work for reasons other than a continuation of a serious health condition, said employee will be required to reimburse the County for any insurance premiums paid by the County on the employee's behalf while on leave. Any leave used in excess of earned leave will subject the employee to a payback provision.

25.11 Return to Employment.

a) *Fitness for Duty Report.* If you have taken medical leave of more than three (3) consecutive days as a result of your own serious health condition, you must provide a Fitness for Duty certificate before returning to work. The Fitness for Duty report is available from the Human Resources Department and/or the Third

15a

Party Administrator. If an employee fails to provide a Fitness for Duty Report by the end of any medical leave, the employee may not be eligible for reinstatement.

b) *Early Return to Employment.* If an employee desires to return to work prior to his/her designated return date, he/she must notify the County in advance. The County should be given at least two (2) work weeks advance notice of a desire to return early, but not less than two (2) work days before the end of the return date.

c) *Employment Protection.* An employee who returns to employment after a qualified leave of absence under this Policy shall be returned to the position held immediately prior to the leave if the position is vacant. If the position is not vacant, the employee will be placed in an equivalent position with equivalent pay, benefits and terms/conditions of employment. The County cannot guarantee reinstatement if the leave extends beyond the twelve (12) workweeks in any twelve (12) month period, except to the extent necessary to comply with state and federal law. FMLA leave will not result in a more favorable employment situation than if leave had not been taken. The taking of leave under this Policy may not be used against an employee in any employment decision, including the determination of raises or discipline. However, no new benefits or employment rights will accrue during any unpaid leave period, except as required by a collective bargaining agreement, if applicable.

SECTION 26 – LEAVES OF ABSENCE
Unpaid Leave

26.01 Policy. The Human Resources Manager, after consultation with the Department Head, may grant a regular employee leave without pay for a period not to exceed six (6) months. A leave of absence (LOA) is defined as an unpaid approved absence from work for a specified period of time for medical, parental, military or personal reasons. If an employee finds that he she must be out of work for more than three (3) days, he or she should contact the Human Resources Department to determine if a LOA may be necessary.

26.02 Eligibility.

a) All regular employees employed by Brown County may be eligible to apply for an unpaid personal leave of absence. Job performance, absenteeism and departmental requirements will all be taken into consideration before a request is approved. Leave without pay shall be granted only when it is in the best interests of the County to do so. The interests of the employee shall be considered when he/she has shown by his/her record to be of more than average value to the County and when it is desirable to return the employee to service even at some sacrifice. Requests for leave of absence shall be approved prior to the taking of such leave. When such leave is requested as an extension of sick leave, an acceptable physician's certificate shall be included.

b) Requests for unpaid personal leave may be denied or granted by Brown County for any reason or no reason and are within the sole discretion of the County. Approvals of the immediate supervisor, department director and the Human Resources Department are required.

c) An employee must exhaust all other benefits (i.e., casual days, vacation, FMLA, etc.) before an unpaid leave of absence will be granted.

26.03 Unauthorized Absence. It is recognized that there may be extenuating circumstances for unauthorized absence, and due consideration shall be given each case. However, an employee who is absent from duty without approval may be considered as having abandoned his/her position, depending on the circumstances.

SECTION 27 – MISCELLANEOUS LEAVES

27.01 Jury Duty. Employees who receive a summons to serve on jury duty will be granted jury duty leave.

a) *General Guidelines.* Employees must give reasonable advance notice of their intended absence for jury duty. If an employee is dismissed from jury duty on any given day prior to the end of his/her regularly scheduled working hours, he/she shall report to work for the balance of the working day.

b) *Compensation.* Employees shall be compensated their regular rate of pay for time spent away from work on jury duty. Employees must remit to the County all compensation received for service on jury duty in order to qualify for their regular compensation. Employees, at their option, may use paid time off for a day of jury duty and thereby retain the jury pay as well as their regular compensation for the day.

27.02 Subpoena Leave. If subpoenaed for County business reasons, the non-exempt employee will receive pay for his/her regular hours of work and any other hours for which he/she may be required to testify outside his/her normal working hours. An exempt employee will receive his/her regular workday pay. All compensation fees received by the employee shall be given to the County Treasurer. An employee is expected to return to his/her regular job if released early. If subpoenaed for personal business, the conditions stated above do not apply. Arrangements must be made to attend to these matters on an employee's own time or use paid or unpaid time off.

27.03 Military Leave; Active Duty. Employees who are called to active military duty or to Reserve or National Guard training should submit copies of their military orders to the Human Resource Department as soon as received. Employees will be granted a military leave of absence without pay for the period of military service outlined in the orders, in accordance with applicable laws. Eligibility for reinstatement after military duty is completed is also determined in accordance with applicable laws.

27.04 Emergency Conditions.

a) *Inclement Weather.* Due to inclement weather, the County may determine that it will not open or it will close certain County facilities. In the event that a weather emergency is declared, employees who do not report to work or who are allowed to leave work early shall be given a choice between the use of unpaid leave or the use of accrued (paid) leave to cover their absence.

150

SECTION 28 – EMPLOYMENT DEVELOPMENT

28.01 Policy. The purpose of the employee development program is to promote the training and development of employees in order to improve the quality of service to the County, equip employees for career development within the County, and provide a reservoir of skills necessary to meet current and future employment needs. Brown County is proactive in addressing liability and safety concerns through awareness training, policy distribution, skill building and role clarification.

28.02 Eligibility. Educational and training assistance is available to any actively employed regular administrative or represented employee who has passed his/her probationary period as follows:

a) Eligibility for assistance for seminars, conferences, or workshops shall be available to all administrative and represented employees.

b) Pending Department Head approval of a seminar, conference, workshop or course for any employee, financial assistance is available for educational and training programs meeting one of the following criteria:

1) Programs which are directly related to the employee's current job and would improve the employee's skills on the job.

28.03 Responsibility. Countywide training efforts will be authorized and coordinated by the Human Resources Department. Employees shall request education and training in accordance with procedures established at the department level.

28.04 Mandated Training. Departments will maintain records of mandated training. Certificates or other evidence of training completed may be forwarded to the Human Resources Department, which would then be included in the employee's personnel record.

28.05 Training Reimbursement. Specific reimbursements may also be provided including mileage, travel, conference attendance, and tuition.

28.06 Tuition Assistance. Tuition assistance may be provided to assist employees in job-related courses and is dependent on budget funds available. Approved course work must be directly related to an employee's current position. All course work must be completed outside the regularly scheduled work day unless the employee has prior department approval and utilizes accrued benefits/unpaid leave for any work missed.

SECTION 29 - EMPLOYEE PERFORMANCE EVALUATIONS

29.01 Policy. Employees must receive a performance evaluation at least once each year. The evaluation will be based on the duties, responsibilities, and performance standards

established for the employee's position, and on specific goals and objectives that have been established for that employee. The evaluation will be submitted on the form approved by the Human Resources Department. Formal written performance evaluations are not required for temporary employees. However, it is recommended that a brief written evaluation be performed on an annual basis or at the end of the season or term for which they were employed.

29.02 Review With Employee. The evaluation completed by the Department Head, or designee, must be discussed with the employee. After the evaluation is completed, the employee and the Department Head shall sign the evaluation indicating the evaluation was reviewed with the employee.

29.03 Comments. Comments are to be professional and job specific, supported by examples of work behavior or accomplishments. The employee shall be given the opportunity to comment in writing on the evaluation and to have those comments attached to the evaluation before it is placed in the employee's file.

SECTION 30 - CORRECTIVE ACTION, LAYOFFS, TERMINATION

30.01 Corrective Discipline. The purpose of discipline is correcting job behavior and performance problems of employees. Employees shall be informed of standards of conduct and performance. Discipline shall be administered in compliance with County Ordinances and policies and rules and standards shall be consistently applied. Penalties shall be appropriate to the circumstances. Persons administering corrective discipline shall systematically document the case. Disciplinary actions shall be in writing and include a full description of the alleged infraction and a statement informing the employee of his/her rights under the County's grievance procedure. An employee may have a representative of his/her choice in attendance during any disciplinary action involving suspension or termination. Records of verbal reprimands shall be maintained in the department files. Copies of written reprimands, suspensions, and terminations shall be provided to the employee, the Human Resources Manager, to the employee's supervisor and kept in the department files. Suspensions and terminations shall be discussed with the Human Resources Manager before such actions are taken. The County Executive will be informed of suspensions and terminations.

30.02 Grounds For Discipline. The following shall be grounds for discipline ranging from a warning to immediate discharge depending upon circumstances and the seriousness of the offense in the judgment of management:

a) Dishonesty or falsification of records.
b) Unauthorized use or abuse of County equipment or property.
c) Theft or destruction of County equipment or property.
d) Work stoppages such as strikes or slow-downs.
e) Insubordination or refusal to comply with the proper order of an authorized supervisor.
f) Unlawful conduct defined as a violation of or refusal to comply with pertinent laws and regulations when such conduct impairs the efficiency of the County service.
g) Habitual tardiness, unauthorized or excessive absence.
h) Use of official position or authority for personal profit or advantage.
i) Disregard or repeated violations of safety rules and regulations.

j) Drunkenness, including drinking during working hours or being under the influence of alcohol or drugs during working hours, or bringing intoxicants or drugs into the workplace.
k) Failure to adequately perform assigned job duties.
l) Failure to follow duly established work rules, policies and procedures.
m) Professional unethical conduct or behavior.
n) Abuse of a Client or Patient.
o) The disclosure of confidential information in violation of federal or state law or county ordinance.

Other circumstances may warrant disciplinary action and will be treated on a case-by-case basis.

30.03 Demotions. Demotions may be made in lieu of layoff or can be voluntary. Demotions must be approved in advance by the Human Resources Manager.

30.04 Layoffs.

a) *Policy.* The Department Head may lay off an employee or employees as a result of a shortage or stoppage of work or funds, functional reorganization, or the abolishing of positions. Before implementing a proposed layoff, the Department Head shall confer with the Human Resources Manager in order to assure compliance with the provisions of Ordinances, Personnel Rules, applicable labor contracts, and labor laws.

b) *Layoff Considerations.* The department shall first give consideration to the layoff or termination of employees with limited-term, trainee, and probationary status in the department, division, and classification affected. If further reductions are necessary, employees holding regular full-time and regular part-time positions shall be laid off.

1) Layoffs shall be based upon departmental needs after considering the efficiency and economy of the workplace. When determining the employee to layoff, Department Heads should consider an employee's length of service, the ability of remaining employees to satisfactorily perform the available work, and the historical job performance of the affected employees.

c) *Notification of Rights.* The Human Resources Department shall notify each person laid off of all his/her rights including reinstatement eligibility. Regular employees shall receive at least fourteen (14) day notice prior to layoff. Layoff plans shall be approved by the Human Resources Manager before they are implemented. The rehiring of employees that have been laid off shall be determined by the Human Resources Department and the Department Head based on its need for the most qualified person to perform the available work.

30.05 Termination Notice.

a) *Resignations.* Employees wishing to leave County employment are requested to submit a resignation in writing to their Department Head at least two (2) weeks in advance of their planned departure. Department Heads and supervisory employees should submit their resignation in writing at least four (4) weeks in advance of their planned departure. It is expected that employees will give as

much notice as possible in order to facilitate recruitment and orientation of new staff members.

b) *Return Of County Equipment.* Employees leaving County employment must return County identification cards, keys, tools and equipment on or before their last day of work.

c) *Job Abandonment.* Unauthorized absence of an employee for three (3) consecutive workdays may be considered by the County as a resignation of such employee.

d) *Exit Interview.* An exit interview may be conducted, when possible, with an employee who is separating from County employment regardless of their length of service, position or circumstances of separation. The Human Resources Manager or authorized designee may conduct an exit interview prior to the time the employee separates from County employment. The exit interview is used to gain insight into the effectiveness of County personnel and managerial practices, to determine where personnel policies and procedures are in need of review or revision, and where supervisory or managerial practices need modification or improvement. Employees are requested to complete the exit interview forms and return them to the Human Resources Department.

SECTION 31 - GRIEVANCE PROCEDURE

31.01 Policy. It is the policy of the County to treat all employees fairly and equitably in matters affecting their employment. Any employee who feels he/she has not been treated fairly and equitably has a right to present a grievance to the appropriate management official pursuant to the procedures as set forth herein. The filing of a grievance by an employee shall not reflect unfavorably on the employee's standing, performance or loyalty and shall be without fear of reprisal.

31.02 Definition of a Grievance. A grievance is a formal complaint by an employee other than a Department Head regarding unsafe working conditions, unjust application of discipline, termination, the unfair application or violation of the personnel rules and regulations of this chapter. For purposes of this procedure, termination includes a discharge from employment for rule violations, poor performance, or other acts of misconduct. Termination does not include layoff, retirement, job abandonment or termination of employment due to medical condition, lack of qualification or license, or other inability to perform job duties. Unsafe working conditions hereunder shall be limited to violations of state and federal regulations on health and safety standards in the workplace.

31.03 Administration. The Human Resources Manager shall supervise and administer the grievance procedure. Supervisors and Department Heads shall immediately inform the Human Resources Manager of any formal grievance filed hereunder and shall cooperate with the Human Resources Manager in the scheduling and just disposition of any grievance. The Human Resources Manager may adopt additional rules and requirements in furtherance of the Grievance Procedure set out here.

15a

31.04 Grievance Procedure. A formal grievance of an employee shall be handled in accordance with the following procedure:

a) *Step 1.* The employee shall prepare a written statement setting forth the grievance. The grievance statement shall include a summary of the pertinent facts, the date the event occurred, what steps the employee has taken to informally resolve the grievance, and the remedy requested. Any grievance must be presented at this step within ten (10) working days from the date of the occurrence. Any grievance not timely filed hereunder shall be deemed waived by the employee. The statement should be given to the employee's Department Head. Upon receipt of the written statement, the Department Head shall immediately forward the grievance to the Human Resources Manager. Within five (5) working days thereafter, the Department Head shall meet with the employee and make a reasonable effort to resolve the grievance. If the Department Head is unable to resolve the grievance after the meeting with the employee, the Department Head shall within five (5) working days prepare a written response denying the grievance and setting forth the reasons for such denial. The Department Head shall forward the written response to the Human Resources Manager and provide the employee with a copy of such response.

b) *Step 2.* If the employee is not satisfied with the Department Head's resolution of the grievance, the employee may, within five (5) working days, present the grievance in writing to the Human Resources Manager. The Human Resources Manager or the Manager's designee shall arrange to meet with the employee and his/her representative, if any, to ascertain the facts surrounding the dispute and shall reply in writing to the employee within five (5) working days thereafter. The decision of the Human Resources Manager shall be final except grievances that address employee terminations, employee disciplines, or workplace safety.

c) *Step 3.* In the event the decision of the Human Resources Manager does not satisfy the employee, the employee may, within five (5) working days, present a written request to the Human Resources Manager, for a hearing before an impartial hearing officer. If the grievance involves an employee termination, employee discipline, or workplace safety, the Human Resources Manager shall select an impartial hearing officer by mutual consent with the grieving employee. If the Human Resources Manager and the grieving employee are unable to agree to an impartial hearing officer, the Human Resources Manager shall request a list of available staff arbitrators from the Wisconsin Employment Relations Commission. The Human Resources Manager shall then select an arbitrator from the panel provided by the WERC. The selected arbitrator or mutually agreeable impartial hearing officer shall thereafter hold a hearing on the grievance. The County and the employee may produce witnesses and other evidence at the time of hearing before the arbitrator or impartial hearing officer. After considering the evidence presented, the arbitrator or impartial hearing officer shall issue a written decision. An arbitrary and capricious standard of review shall be used by the arbitrator or impartial hearing officer.

d) *Step 4.* Within five (5) working days of receipt of the written decision of the arbitrator or impartial hearing officer, either the employee or the Human Resources Manager may appeal the decision of the arbitrator or impartial hearing officer to the Executive Committee of the County Board. The Executive

Committee shall thereafter review the written record of the case and allow the employee or his/her representative and the Human Resources Manager or his/her designee, to make oral arguments before the Executive Committee on the merits of the case. The Executive Committee shall thereafter deliberate and issue a recommendation in writing either affirming or reversing the decision of the arbitrator or impartial hearing officer. In the event that the Executive Committee recommends a reversal of the decision of the arbitrator or impartial hearing officer, the Executive Committee may include a recommendation as to an alternate solution to the grievance. The Executive Committee shall forward its recommendations to the full County Board. The full County Board shall consider the recommendations of the Executive Committee and allow the grievant and the Human Resources Manager or designee to make arguments to the full Board. After argument, the full County Board shall deliberate and consider the recommendations of the Executive Committee and arguments of the parties before making a final decision on the appeal.

31.05 Representation. An employee is entitled to be represented in each step of the grievance procedure by a representative of his/her choice. The Human Resources Manager may delegate, within his/her sole discretion, responsibilities as set forth in Step 2 to the Human Resources legal advisor, or Corporation Counsel. Upon mutual agreement the employee and the Human Resources Manager may extend or waive any time limits contained in this procedure. Nothing contained herein shall diminish any legal rights an employee may be entitled to under the law.

SECTION 32 – PERSONNEL RECORDS

32.01 Responsibility And Authority. The Human Resources Department shall maintain the official files of all County employees which shall be the exclusive personnel file maintained by the County. The files shall include all records required by law and other information as may be deemed appropriate by the Human Resources Department. All appointments, separations, and other personnel transactions shall be made on forms designated by the Human Resources Manager. All employees shall be responsible for notifying their supervisor of any changes which affect their personal data.

32.02 Inspection of Records.

1) *Public.* Information as to the name, employment address, class title and salary of employees and former employees is available for public inspection during regular office hours. All other information, including employee personnel files, shall be considered confidential to prevent the invasion of privacy and shall be only accessible to those employees who utilize official records in order to perform their assigned duties. Other people who are authorized access should obtain such records from those assigned responsibility for their maintenance.

2) *Employees or Their Designee.* Employees or a representative, designated in writing, upon written request to the Human Resources Manager, shall have the opportunity to inspect any personnel documents in accordance with procedures prescribed by the Human Resources Manager and in accordance with state law (sec. 103.13, Stats.).

3) *Costs.* The County may impose a reasonable charge for copies of records which it provides not to exceed the cost of making the copies including labor and materials.

32.03 Destruction of Records. Personnel records shall be retained consistent with Chapter 3 of the County Code.

32.04 Reports. The Human Resources Manager shall provide the County Executive, and the County Board with reports and information relating to personnel actions upon request or as may be appropriate.

SECTION 33 - WORKPLACE POLICIES

33.01 Political Activity. Political activity on the part of local government employees are codified at the Hatch Act at 5 U.S.C. §§ 1501-1508. County employees shall abide by the provisions of the Hatch Act in regard to their political activities which are summarized as follows:

a) *Prohibited Activities.* The following activities shall be prohibited for employees who are "covered" by the Act:

1) Using an employee's official authority or influence for the purpose of interfering with or affecting the result of an election or a nomination for office;

2) Directly or indirectly coercing, attempting to coerce, commanding or advising a state or local officer or employee to pay, lend, or contribute anything of value to a party, committee, organization, agency or person for political purposes; or

3) Be a candidate for public office in a partisan election.

33.02 Solicitation. In order to help maintain a work environment that protects employees from undue interference while performing their jobs, employees may not orally solicit or distribute written materials for any organization, fund, activity or cause to other employees in work areas while either employee is on working time.

a) *Employees On-duty.* Employees may solicit other employees or distribute written materials before or after the normal work day, during normal break or lunch times or any other time when they are not working. These solicitations and literature distribution efforts are not permitted in working areas.

b) *Employees Off-duty.* Off-duty employees may not solicit or distribute literature on County premises at any time.

c) *Non-employees.* Non-employees may not solicit or distribute written materials on behalf of any organization, fund, activity or cause. Solicitations for charitable organizations are exempt as long as the organization is sponsored by an

employee and prior permission has been secured from management. The same restrictions regarding working time and working areas apply to non-employees.

33.03 Gifts and Gratuities. No County employee shall solicit or accept for himself/herself or another person any gift, campaign contribution, gratuity, favor, service, promise of future employment, entertainment, loan or any other thing of monetary value from a person who has or is seeking contractual or other business activities from or which are regulated by the County. This prohibition does not include the acceptance of loans from banks or other financial institutions, such as home mortgage loans, the acceptance of unsolicited advertising or promotional material or the acceptance of any award for meritorious public or personal contributions or achievements.

33.04 Conflict Of Interest. Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. State law prohibits all public officials and employees from engaging in certain kinds of conduct. Wis. Stats. § § 946.10 through 946.80 describe prohibited acts of public officials and employees which constitute criminal offenses. Wis. Stats. § 19.59 sets forth further prohibitions relating to the use of a public position or office to obtain direct or indirect profit or gain. The following are examples of conduct which are prohibited under these statutory sections:

a) *Receipt of Gifts and Gratuities Prohibited.* An official or employee shall not accept anything of value whether in the form of a gift, service, loan or promise from any person which may impair his or her independence of judgment or action in the performance of his or her official duties.

b) *Business Interest.* An official or employee shall not engage in any business, transaction or act in regard to any financial interest, direct or indirect, which is incompatible with the proper discharge of his or her official duties, or may impair his or her independent judgment or action in the performance of those duties.

c) *Employment.* An official or employee shall not engage in or accept any private employment or render any service for a private interest when such employment or service is incompatible with the proper discharge of his or her official duties or which may impair his or her independent judgment or action in the performance of his or her duties unless otherwise permitted by law.

d) *Private Interest in Public Contracts.* A County officer or employee, acting in a private capacity, shall not negotiate, bid for or enter into a contract with the County if the said officer or employee has a private pecuniary interest, direct or indirect, if at the same time the officer or employee is authorized or required by law to participate in his or her capacity as a County officer or employee in the making of that contract or to perform in regard to that contract some official function requiring the exercise of discretion on the said officer's or employee's part. A County officer or employee, acting in an official capacity, shall not participate in the making of a contract in which the officer or employee has a private pecuniary interest, direct or indirect, or performs in regard to such a contract some function requiring the exercise of discretion on the officer's or employee's part. Certain conduct may be exempted from liability under the statutory provisions. It is the obligation of the individual officer or employee to establish the applicability of any exemption claimed.

e) *Penalty.* An officer or employee who is in violation of this policy or of any Wisconsin Statute relating to ethics or conflict of interest is subject to discipline up to and including discharge.

SECTION 34 - WORKPLACE ENVIRONMENT

34.01 Drug-Free Workplace and Alcohol and Other Drug Abuse Policy. No employee shall report to work or be under the influence of alcohol or illegal drugs while on duty, during working hours, or at the workplace. This policy includes paid or unpaid lunch breaks as well as training sessions and the working hours of conferences. The unlawful manufacture, distribution, sale, possession, transfer, purchase, or use of illegal drugs while in the course and scope of employment is also prohibited.

a) Each employee may be tested for drugs and/or alcohol if he/she has been observed using a prohibited substance on the job (including but not limited to illegal drugs or alcohol), or if Brown County supervisory staff has other reasonable suspicion that the employee is under the influence of alcohol or illegal drugs. Such testing will be done in accordance with established procedures.

b) This policy, however, does not prohibit an employee from ingesting a legally obtained prescription drug that was legally issued to said employee. Because prescription medication can also affect an individual's demeanor and job performance, it is the employee's responsibility to notify his or her immediate supervisor if he or she is taking legal prescriptions drugs that may affect performance or ability to perform the position duties. Such prescription drugs must be given under medical supervision and may not interfere with the performance of job duties.

c) Any employee convicted of violating any criminal drug statute must inform the Human Resource Department of such conviction within five (5) days. When the federal government requires a County to notify the federal contracting office of an employee's drug conviction in a workplace, the County will provide such notification to the federal contracting office within ten (10) days of receiving such notice of conviction from an employee or otherwise receiving notice of such conviction.

c) Any employee convicted of any criminal drug statute violation or any employee who violates the drug-free workplace and alcohol or other drug abuse policy may be subject to discipline up to and including dismissal or be required to participate in a drug rehabilitation program at the sole discretion of the County.

34.02 Workplace Violence.

a) *Policy.* Brown County is committed to providing a work environment that is free from violence. All employees, including supervisors and temporary employees, should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, "horseplay", or other conduct that may be dangerous to others. Any acts or threatened acts of violence will not be tolerated. Anyone engaging in violent behavior will be subject to discipline, up to and including termination, and may also be personally subject to other civil or criminal liabilities.

b) *Workplace Violence Defined.* Workplace violence is any act or threat (either verbal or implied) of physical violence, including intimidation, harassment, and/or coercion, which involve or affect, Brown County employees or which occur on Brown County property.

c) *Restraining Orders and Injunctions.* Employees who find it necessary to obtain a restraining order, injunction against harassment, order of protection or any other court order designed to prevent acts of violence or harassment from local judicial or law enforcement agencies, should immediately notify their supervisor and the Human Resource Manager. Every effort will be made to keep employees safe at work.

d) *Reporting and Investigation.* Any employee who believes that he/she has been the subject or has been a witness of workplace violence should immediately report the matter to his/her immediate supervisor or the Human Resource Manager. It is the policy of Brown County to investigate reports of workplace violence for all acts occurring on County property or against an employee acting in their capacity as an employee. Employees are expected to cooperate with the investigation of any workplace violence incidents. The identity of the individual making a report will be protected as much as is practical. To maintain workplace safety, the County may suspend employees pending the investigation. Employees who fail to cooperate with an investigation or who give false information will be subject to disciplinary action, up to and including termination of employment. Nothing in this policy alters any other reporting obligation established by Brown County policies, or in state, federal, or other applicable law.

34.03 Harassment and Discrimination in the Workplace.

a) *Policy.* Brown County strives to maintain a healthy work environment in which all individuals are treated with respect and dignity. All employees have the right to work in an environment free of all forms of unlawful harassment and discrimination. Brown County considers harassment, discrimination, and retaliation of others to constitute serious employee misconduct warranting prompt and effective remedial action to end the harassing or discriminatory behavior. It is the responsibility of all employees of the County to take reasonable and necessary action to prevent unlawful harassment, discrimination, and retaliation, and it is the responsibility of all employees to promptly report and cooperate with the County's efforts to eradicate conduct that could be in violation of this policy. Where impermissible harassment, discrimination, or retaliation has occurred, the County will take appropriate disciplinary action, including, without limitation, termination.

b) *Harassment.* Harassment means any form of conduct that is objectively unreasonable or offensive and that could result in a hostile or intimidating work environment. Harassment includes persistently bothering, disturbing, or tormenting another person. Unlawful harassment may be based on a variety of factors, such as race, color, religion, sex, national origin, disability, marital status, sexual orientation or other protected status. The County prohibits all forms of unlawful harassment including, but not limited to,

150

1) Verbal harassment, such as derogatory statements or suggestive comments to or about another person or group;

2) Visual harassment, such as displaying offensive posters, cartoons, or drawings; and

3) Physical harassment, such as threatening, assaulting, or physically interfering with another person or making other inappropriate or unwelcome physical contact.

c) *Discrimination.* Discrimination is a failure to treat all persons equally and without discrimination based on protected status under the law where no reasonable distinction can be found between those favored and those not favored.

d) *Sexual Harassment.* Sexual harassment is defined as unwelcome conduct of a sexual nature, including unwelcome sexual advances, requests for sexual favors, sexually motivated physical contact, and other verbal, visual, or physical conduct of a sexual nature.

1) Submission to such conduct is explicitly or implicitly made a term or condition of employment;

2) Submission or refusal to submit to such conduct is used as the basis for employment decisions; or

3) Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

No employee can be forced to submit to sexual harassment as a basis for any employment decision. The County will attempt to prevent and promptly eliminate any conduct that creates an intimidating, hostile or offensive work environment for our employees.

e) *Retaliation.* The County prohibits retaliation against any employee for filing a complaint under this policy or for assisting, testifying, or participating in the investigation of such a complaint. If any County employee believes that he or she has been retaliated against for bringing a complaint or providing information related to a complaint, the County requires employees to promptly comply with and use the reporting procedure described in this policy. Retaliation is a form of employee misconduct. Any evidence of retaliation will be considered a separate violation of this policy and will be handled by the same complaint procedures established for harassment and discrimination complaints.

f) *Responsibility.*

1) Each employee of the County is responsible for complying with this policy and assisting in the prevention of sexual harassment and other unlawful harassment and discrimination.

2) Supervisors are responsible for advising employees on the types of behavior prohibited and the County's procedures for reporting and

resolving complaints of harassment and discrimination; monitoring the work environment on a daily basis for signs that harassment and discrimination may be occurring; and stopping any observed acts that may be considered harassment and discrimination and taking appropriate steps to intervene.

3) Each Supervisor has the responsibility to assist any employee of the County who comes to that supervisor with a complaint of sexual harassment or other unlawful harassment, discrimination, or retaliation in documenting and filing a complaint with the Affirmative Action Officer or as otherwise provided by this policy.

g) *Reporting.* Employees with a complaint under this policy or questions about whether particular conduct is prohibited under this policy should immediately contact and discuss the concern with the employee's supervisor or the Affirmative Action Officer in Human Resources as soon as possible. Complaints received by supervisors or Department Heads must be reported to the Affirmative Action Officer immediately.

h) *Investigation.* It is the policy of Brown County to investigate all complaints of sexual and other harassment thoroughly and promptly. Brown County will, to the greatest extent possible, maintain the confidentiality of those involved in the investigation. Employees are expected to cooperate with the investigation of sexual harassment. Employees who fail to cooperate with an investigation or who give false information will be subject to disciplinary action, up to and including termination of employment. If the investigation confirms that harassment has occurred, Brown County will take appropriate disciplinary action, up to and including termination of employment.

34.04 Dress Code. Presenting yourself in a professional manner is expected at all times. A professional image should be maintained regardless of your duties. A business casual dress code is generally appropriate for Brown County employees Monday through Thursday. Friday is "casual day," and while we are allowed to "dress down," good taste should always apply. For employees working in the field or performing manual duties, jeans or similar attire may be appropriate Monday through Friday. This may not apply to those employees required to wear uniforms. Clothing should be clean and neat and not be revealing, tight fitting, or offensive (e.g. images/words/political messages).

a) *Hairstyles and Beards.* Hair must be clean and neatly trimmed. Extreme hairstyles and colors (e.g. fluorescent green) are not appropriate for business.

b) *Tattoos and Body Piercings.* Excessive or offensive tattoos should be covered while working. Extreme piercings are not appropriate for business and should be covered while working.

c) *Other.* Due to the close proximity of our various working environments, it is very important that all employees take the necessary steps to actively practice good personal hygiene. Employees shall limit the use of wearing heavily-scented perfumes, aftershaves or colognes, etc. to work due to allergies and sensitivities to smell.

15a

d) *Departmental Guidelines.* Certain departments may have different requirements based on the needs of the department. If employees have questions about whether something is appropriate, they should ask their supervisor prior to wearing it to work.

e) *Enforcement.* Absent guidelines or requirements of individual departments, all County employees are required to follow these guidelines. Brown County supervisors have the authority and expectation to send employees home without pay to change their appearance if employees are not dressed or groomed appropriately as per this policy. If these guidelines are not followed, employees are subject to discipline, up to and including discharge.

34.05 Uniform Allowance. Brown County provides uniforms to certain employee classifications. Department Heads shall establish a uniform / clothing policy identifying specific uniform requirements and identifying authorized reimbursable items. Clothing / uniform requirements shall include only items of clothing that are required and distinctive to the employee's position. The Department Head or his/her designee shall maintain a record of account balances for each employee's clothing allowance account.

a) *Reimbursement.* Reimbursement shall be made only for expenditures that are made to purchase items specified in the Department's uniform / clothing policy. The County shall not reimburse for sales tax paid on uniform / clothing purchases. Employees must submit the original detailed receipt indicating the item for which reimbursement is sought.

34.06 Tool Allowance. Brown County provides a tool allowance to the Public Works Department employees who are classified as mechanics or welders. Newly hired employees in these classifications will be eligible to receive a pro-rated amount of the maximum tool allowance upon completion of their orientation period. Any portion of the annual tool allowance not used by the end of the calendar year will not be carried forward into the succeeding calendar year and will not be paid out.

15c

HUMAN RESOURCES DEPARTMENT

Brown County

305 E. WALNUT STREET
P.O. BOX 23600
GREEN BAY, WI 54305-3600

DEBBIE KLARKOWSKI, PHR

PHONE (920) 448-4065 FAX (920) 448-6277 WEB: www.co.brown.wi.us

HUMAN RESOURCES MANAGER

June 5, 2012

Departments for position approval process at June Executive Committee:

Administration – Budget Coordinator – will vacate 6/15/12

County Clerk – Elections Specialist – vacated 5/25/12

Human Resources – Payroll Specialist – vacated 6/1/12

Public Works-Highway – Business Coordinator – vacated 6/8/12

DEPARTMENT OF ADMINISTRATION

Brown County

305 E. WALNUT STREET
P.O. BOX 23600
GREEN BAY, WI 54305-3600

BRENT MILLER

PHONE (920) 448-4037 FAX (920) 448-4036 WEB: www.co.brown.wi.us

DIRECTOR

May 29, 2012

TO: Troy Streckenbach, County Executive
Debbie Klarkowski, Human Resources Manager

FROM: Brent Miller, Director of Administration

SUBJECT: Request to Fill – Budget Coordinator

1. Is the position description current or does it require updates? (Updates to job descriptions should be submitted, reviewed and approved by the HR Department **prior to** submitting the A1 form.)

   Yes, it is current.

2. Are the duties of the position related to an essential (mandatory) service? If yes, please explain.

   Yes, this position leads the development of the annual budget which is a mandatory County government activity per State Statute.

3. Describe job performance measurement for this position (clients, caseload, work output, etc.)

   Mainly the annual budget prepared in accordance with the guidelines of State Statutes, GFOA standards and the intent of the County Executive and ultimately the County Board of Supervisors.

4. Explain how this vacancy presents opportunities to streamline processes or reorganize operations. Considerations should include consolidating, eliminating and/or outsource job responsibilities.

   Administration is hosting an experimental Kaizen event at the end of June to try and address workload balance and process efficiencies within the Accounting area. This position and its duties will be part of that event; however, it is very unlikely that the core qualifications for this position will change, and therefore, there is no value in waiting to fill the position.

5. Are budgeted funds sufficient to cover the cost of filling the position? Or does this position need to be held vacant for a period of time to offset projected budget shortfalls?

   Yes, budgeted funds are sufficient. If this position is held vacant for a period of time, it will have serious ramifications on the completion of the 2013 Annual Budget as a whole. In addition, various oversight and analysis of departmental 2012 budgets and other accounting processes may not be completed. Finally, a severe negative impact would be made on the rest of the Admin staff as they are already overworked and cannot take on additional duties at this time.

6. What is the impact of not filling the position in 3 months? 6 months? 12 months? Not at all?

   See # 5 above.

2012 Budget Impact Calculation
For the Period 07/01/2012-12/31/2012
Department of Administration
Budget Coordinator

2012 Budget Impact:	**Partial Budget Impact**	**07/01/12-12/31/12**
2012 Salary		$ 25,906.40
2012 Fringe Benefits		$ 10,977.21
		$ 36,883.61

2012 Budget Impact:	**Annualized**	**2012**
2012 Salary		$ 51,812.80
2012 Fringe Benefits		$ 21,954.41
		$ 73,767.21

Note: this position is in the 2012 budget

COUNTY CLERK

Brown County

305 E. WALNUT STREET, ROOM 120
P.O. BOX 23600
GREEN BAY, WI 54305-3600

DARLENE K. MARCELLE

PHONE (920) 448-4016 FAX (920) 448-4498

COUNTY CLERK

May 14, 2012

TO: Troy Streckenbach, County Executive
Debbie Klarkowski, Human Resources Manager
Director of Administration

FROM: Darlene Marcelle
Brown County Clerk

SUBJECT: ***Request to Fill – Elections Specialist***
(Bilingual Spanish preferred)

1. Is the position description current or does it require updates? (Updates to job descriptions should be submitted, reviewed and approved by the HR Department prior to submitting the A1 form.)

This position is current; however, we will change it from "Bilingual Spanish Required" to "Bilingual Spanish Preferred" because we will have a short recruitment period and a need to expedite hiring an Election Specialist.

2. Are the duties of the position related to an essential (mandatory) service? If yes, please explain.

Yes, by State Statute, the County Clerk is responsible for managing federal, state, and local elections. Elections are set by the Government Accountability Board (GAB). Elections responsibilities include managing the Statewide Voter Registration System, ballot creation and tabulations; election certifications, statistical reporting, and ensuring that Brown County is in compliance with state and federal laws.

3. **Describe job performance measurement for this position (clients, caseload, work output, etc.)**

The duties performed by the Election Specialist are technical and requires a great understanding of computer equipment and various software programs, problem solving, excellent organizational abilities, effective communication with various governmental bodies, ability to work independently of supervision, meet specific completion dates set forth by the state, and teach/train staff and municipal clerks about election laws, processes and procedures. The Election Specialist's performance is measured by "outcome passed" results for error free ballots, minimal processing delays, no violations of federal and state laws, and effective working relationships with internal staff and external government agencies and vendors.

Turning Brown County Green

4. **Explain how this vacancy presents opportunities to streamline processes or reorganize operations. Considerations should include consolidating, eliminating and/or outsource job responsibilities.**

The State of Wisconsin is in the midst of a critical election cycle and is on the national radar with our governor recall election. Likewise, we have a presidential election that is sure to be closely watched and scrutinized. We can't take any risks by implementing any unnecessary change at this time. It is essential we keep our table of organization intact and we will review it at a more practical time.

5. **Are budgeted funds sufficient to cover the cost of filling the position? Or does this position need to be held vacant for a period of time to offset projected budget shortfalls?**

Funds are in the 2012 Budget and are adequate.

6. **What is the impact of not filling the position in 3 months? 6 months? 12 months? Not at all?**

Election Dates are: June 5, 2012, August 14, 2012, and November 6, 2012

It will be impossible to complete the 2012 election cycle and meet state statutes without this key employee. The office would need to send some of its work to our vendor which would be a substantial cost to Brown County (estimated at $30,000 per election). More importantly, a hiring delay would most likely result in violation of Federal and State election laws and affect federal, state, and local governments.

2012 Budget Impact Calculation
For the Period 03/01/2012-12/31/2012
County Clerk
Elections Specialist

2012 Budget Impact:	**Partial Budget Impact**	**07/01/12-12/31/12**
2012 Salary		$ 21,496.80
2012 Fringe Benefits		$ 10,346.19
		$ 31,842.99

2012 Budget Impact:	**Annualized**	**2012**
2012 Salary		$ 42,993.60
2012 Fringe Benefits		$ 20,692.38
		$ 63,685.98

Note: this position is in the 2012 budget

HUMAN RESOURCES DEPARTMENT

Brown County

305 E. WALNUT STREET
P.O. BOX 23600
GREEN BAY, WI 54305-3600

DEBBIE KLARKOWSKI, PHR

PHONE (920) 448-4065 FAX (920) 448-6277 WEB: www.co.brown.wi.us

HUMAN RESOURCES MANAGER

To: Troy Streckenbach, County Executive
Brent Miller, Director of Administration

From: Debbie Klarkowski
Human Resources

Re: Request to Fill: Payroll Specialist

Date: May 9, 2012

1. Is the position description current or does it require updates?

   The position description is current.

2. Are the duties of the position related to an essential service?

   Yes, the Payroll Specialist is responsible for processing payroll on a weekly basis along with maintaining payroll records for all Brown County employees

   Please describe job performance measurement for this position.

   This position requires knowledge of payroll laws and regulations as well as the Fair Labor Standards Act (FLSA). The position will be measured on the ability to process payroll and payroll related documents in a timely and accurate manner. The position will also be measured on communicating effectively with employees and vendors in a timely manner and the ability to communicate complex payroll information correctly.

3. Explain how this vacancy presents opportunities to streamline processes or reorganize?

   Currently, the Human Resources Department is rolling out KRONOS across Brown County Departments. By the end of 2012 all Brown County Departments will be up and running on KRONOS. During this time, Payroll Specialists are involved in training employees on the KRONOS procedures and will continue to be a resource ongoing. On January 1, 2013 Human Resources will be going live with LOGOS for Human Resources and Payroll. The Payroll Specialists along with the Benefit Specialist will begin extensive training on LOGOS starting in August for implementation on January 1, 2013

4. Are budgeted funds sufficient to cover the cost of filling the position? YES

5. What is the impact of not filling the position in
   a. 3 months 6 months 12 months, Not at all

   The Department would not be able to process payroll for county employees on a timely basis, therefore employees would go without pay.

2012 Budget Impact Calculation
For the Period 03/01/2012-12/31/2012
Administration
Payroll Specialist

2012 Budget Impact:	**Partial Budget Impact**	**07/01/12-12/31/12**
2012 Salary		$ 20,685.60
2012 Fringe Benefits		$ 10,230.11
		$ 30,915.71

2012 Budget Impact:	**Annualized**	**2012**
2012 Salary		$ 41,371.20
2012 Fringe Benefits		$ 20,460.22
		$ 61,831.42

Note: this position is in the 2012 budget

PUBLIC WORKS DEPARTMENT

Brown County

2198 GLENDALE AVENUE
GREEN BAY, WI 54303
PHONE (920) 492-4925 FAX (920) 434-4576
EMAIL: bc_highway@co.brown.wi.us

PAUL H. VAN NOIE
DIRECTOR

May 16, 2012

TO: Troy Streckenbach, County Executive
Debbie Klarkowski, County Human Resources Manager
Brent Miller, County Director of Administration

FROM: Brian Lamers, Business Manager
Public Works Department

SUBJECT: Request to Fill – Business Coordinator Position, as stated in the Table of Organization

Please find the following justification to fill the vacant Business Coordinator position:

1. ***Is the position description current or does it require updates? (Updates to job descriptions should be submitted, reviewed and approved by the HR Department prior to submitting the A1 form).***

   The position description is currently being reviewed and updated by the Human Resources Department.

2. ***Are the duties of the position related to an essential (mandatory) service? If yes, please explain.***

   Yes, this position is vital to the Public Works Department operations. We have 90 employees in the Highway division and approximately 50 employees in the Facility Management division. This position is responsible for all payroll aspects and department recruiting, along with many other accounting activities – including cost accounting for projects and billing.

3. ***Describe job performance measures for this position (clients, caseload, work output, etc.)***

   As above with the amount of employees in the Public Works Department, this position is a key link between the Department and the Human Resources Department.

4. ***Explain how this vacancy presents opportunities to streamline processes or reorganize operations. Considerations should include consolidating, eliminating and/or outsource job responsibilities.***

   In December 2011, the current Clerk Typist 1 resigned, which was a 70% employee responsible for an important part of assisting this position with duties. At that time, we did not fill this vacancy (still vacant at this time), which now puts a greater workload on the Business Coordinator position.

5. ***Are budgeted funds sufficient to cover the cost of filling the position? Or does this position need to be held vacant for a period of time to offset projected budget shortfalls?***

   Yes, there are budgeted funds to cover the vacant Business Coordinator position.

6. ***What is the impact of not filling the position in: 3 months? 6 months? 12 months? Not at all?***

   The accounting functions, such as billing, receipting and payroll entry & reconciliations within the Department will not be completed in a timely manner putting a strain on the entire Department's operations.

2012 Budget Impact Calculation
For the Period 03/01/2012-12/31/2012
Public Works- Highway
Business Coordinator

2012 Budget Impact:	**Partial Budget Impact**	**07/01/12-12/31/12**
2012 Salary		$ 20,325.03
2012 Fringe Benefits		$ 10,178.51
		$ 30,503.54

2012 Budget Impact:	**Annualized**	**2012**
2012 Salary		$ 40,650.06
2012 Fringe Benefits		$ 20,357.02
		$ 61,007.09

Note: this position is in the 2012 budget

June 20, 2012

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

RESOLUTION REGARDING THE RECLASSIFICATION OF THE DIRECTOR OF PORT AND SOLID WASTE POSITION

WHEREAS, the Director of Port and Solid Waste position is vacant; and

WHEREAS, the current salary range is $71,183 - $84,669 in Pay Grade 25 of the Classification & Compensation Plan; and

WHEREAS, after a review of similar Director of Port and Solid Waste positions was completed for external and internal equity, to be competitive and attract qualified candidates, it is recommended the position of Director of Port and Solid Waste be reclassified to Pay Grade 28 with a salary range of $79,399 - $94,478, effective immediately.

WHEREAS, funds for the additional salary and fringes are available in the 2012 budget; and

NOW, THEREFORE, BE IT RESOLVED by the Brown County Board of Supervisors that the position of Director of Port and Solid Waste be reclassified from Pay Grade 25 to Pay Grade 28 of the Classification and Compensation Plan effective immediately.

2012 Partial Budget Impact (08/01/12 – 12/31/12):

Position Title	FTE	Addition/ Deletion	Salary	Fringe	Total
Director of Port and Solid Waste Grade 25, Step 4	(1.0)	Deletion	$(32,345)	$(10,687)	$(43,032)
Director of Port and Solid Waste Grade 28, Step 4	1.0	Addition	$ 36,085	$ 11,222	$ 47,307
2012 Partial Budget Impact			$ 3,740	$ 535	$ 4,275

2012 Annual Budget Impact:

Position Title	FTE	Addition/ Deletion	Salary	Fringe	Total
Director of Port and Solid Waste Grade 25, Step 4	(1.0)	Deletion	$(77,628)	$(25,648)	$(103,276)
Director of Port and Solid Waste Grade 28, Step 4	1.0	Addition	$ 86,604	$ 26,933	$ 113,537
2012 Annual Budget Impact			$ 8,976	$ 1,285	$ 10,261

Fiscal Impact: This resolution does not require an appropriated from the General Fund, since the position is budgeted and funded by Port and Solid Waste operations.

Respectfully submitted,

PLANNING, DEVELOPMENT &
TRANSPORTATION COMMITTEE

EXECUTIVE COMMITTEE

Approved By:

_____
COUNTY EXECUTIVE

Date Signed: _____

Final Draft by Human Resources and Approved by Corporation Counsel.

June 20, 2012

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies & Gentlemen:

RESOLUTION REGARGING CHANGE IN TABLE OF ORGANIZATION
PUBLIC WORKS DEPARTMENT – OPERATIONS DIVISION
OPERATIONS MANAGER

WHEREAS, the Public Works Department ("Department") was a newly formed department of Brown County in 2012; and

WHEREAS, the Public Works Director ("Director") was hired to combine the departments of Highway and Facilities to create synergies, establish accountability, and improve operational efficiencies; and

WHEREAS, on May 3, 2012, the Director presented a report of his initial assessment of the Department, indicating, in pertinent part, that there are certain operational changes that are being implemented or being planned to make the operations of the Department more efficient; and

WHEREAS, the Director further indicated that a functional void exists within the current structure that would hinder the above-referenced efforts; more specifically, the Director has identified a management void in the planning and subsequent performance evaluation of the Department activities; and

WHEREAS, Human Resources in conjunction with the Director and The Table of Organization Study Group evaluated the needs of the operation and the services required to best fulfill the obligations of the Department; and

WHEREAS, following said evaluation, it was determined that the position of Operations Manager be created and added to the table of organization so as to improve the planning, performance, quality and efficiencies of the work within the Department; and

WHEREAS, during the fiscal year of 2012 the Department has accumulated in excess of $180,000 in savings due to vacancies and retirements, a portion of which will be designated to fund this position; and

WHEREAS, the Director will continue to evaluate and realign positions with the Department requirements and will provide further recommendations to support this position in subsequent years without an additional allocation or this position will be terminated in 2013 if equivalent funding isn't provided through the Public Works Table of Organization; and

WHEREAS, pursuant to Brown County Code, § 4.19 and its related Administrative Procedures, the Human Resources Department in conjunction with the Director, as well as The Table of Organization Study Group, are recommending the addition of 1.0 FTE Operations Manager position to the Public Works Department Table of Organization; and

WHEREAS, it is further recommended that the position be maintained in Grade 25 of the Classification and Compensation Plan; and

NOW, THEREFORE, BE IT RESOLVED, by the Brown County Board of Supervisors, the addition of 1.0 FTE Operations Manager position to the Public Works Department Table of Organization; and

BE IT FURTHER RESOLVED, that the position be maintained in Grade 25 of the Classification and Compensation Plan.

HUMAN RESOURCES DEPARTMENT

Brown County

305 E. WALNUT STREET
P.O. BOX 23600
GREEN BAY, WI 54305-3600

DEBBIE KLARKOWSKI, PHR

PHONE (920) 448-4065 FAX (920) 448-6277 WEB: www.co.brown.wi.us

HUMAN RESOURCES MANAGER

TO: Planning, Development & Transportation Committee

FROM: Lynn A. Vanden Langenberg
Human Resources

DATE: May 11, 2012

SUBJECT: Operations Manager – Public Works Position

The Public Works Department Director has recommended a new position in the management level of the organizational structure. The proposed position is Operations Manager. This position will develop project plans; supervise productivity per the schedules, develop performance measurements, and evaluate assignments.

This position will supervise the Operations Supervisors (currently titled Assistant Superintendents) and the Facilities/Housekeeping Supervisor. The Highway and Housekeeping functions will be based on pre-planned scheduling and resource allocation to maximize the use of County resources and ensure timeliness in the work performed.

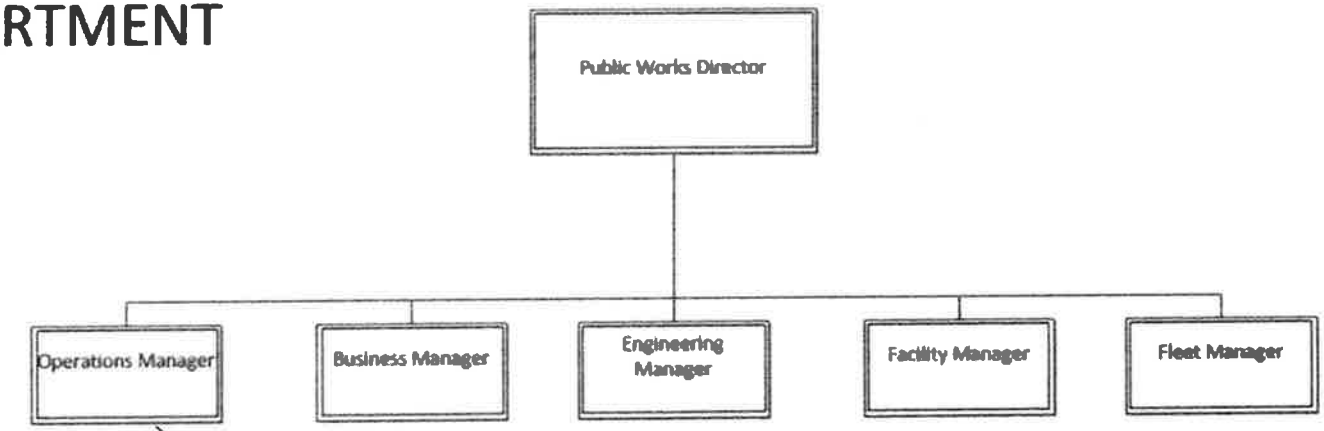
For 2012, the funding for this position will be from position vacancies. The Table of Organization Study Group and Public Works Director will be presenting additional organizational structure changes in the future, including in the 2013 budget process. No additional allocations will be requested for this position now or in the future.

Recommendation:

Per County Code 4.19 Creating New Positions, this position is being submitted as a new position for the Public Works Department.

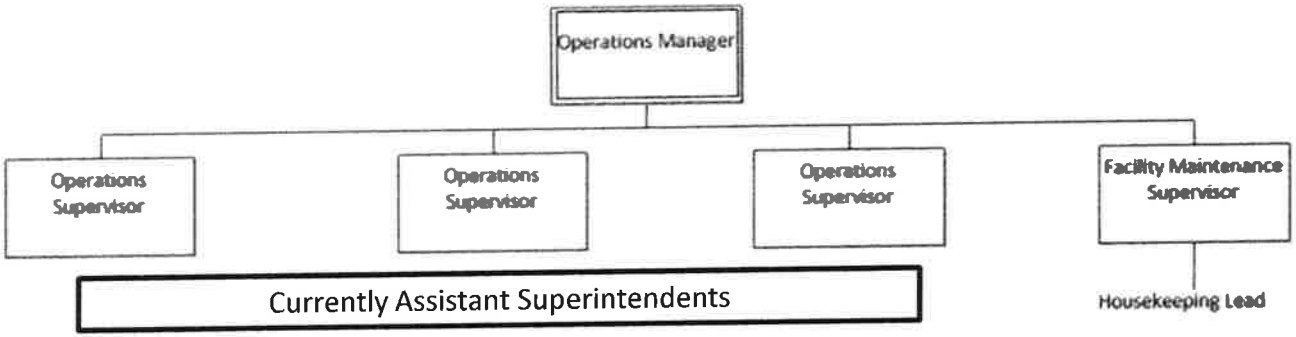
After a thorough evaluation of the needs of the department, it is recommended that the Operations Manager position be added to the Public Works Department table of organization. The duties of the position have been developed to provide the planning and project management skills required to successfully fulfill the mission of the Public Works Department. The position of Operations Manager will be placed in the Administrative Class and Compensation Plan in Grade 25.

PUBLIC WORKS DEPARTMENT



OPERATIONS

Public Works Department



HUMAN RESOURCES DEPARTMENT

Brown County

305 E. WALNUT STREET
P.O. BOX 23600
GREEN BAY, WI 54305-3600

DEBBIE KLARKOWSKI, PHR

PHONE (920) 448-4065 FAX (920) 448-6277 WEB: www.co.brown.wi.us

HUMAN RESOURCES MANAGER

To: Brown County Board of Supervisors

From: Table of Organization Study Group

Date: May 11, 2012

Subject: Operations Manager – Public Works Letter of Support

On May 3, 2012, the Public Works Director presented a report of his initial assessment of the Public Works Department. Although the focus has been on the Highway operations, the observations may also apply to the Facilities operations.

The report indicated that there are certain success factors – People, Planning, and Performance. The Public Works Director spent time in listening sessions with employees, subordinates, and management. There were also operational observations that were critiqued. Specific strengths were identified as well as weaknesses.

There are certain operational changes that are being implemented or being planned to make the operations more efficient. However, there is a functional void within the current structure. The Public Works Director is recommending the position of Operations Manager be added to the table of organization. The responsibilities of this position include:

- supervising productivity via schedules,
- develop project planning schedules,
- performance measurements/standards, and
- evaluating/rating assignments.

The Table of Organization Study Group **supports the addition of the Operations Manager position**, recognizing that the position will strengthen the accountability, efficiency, and fiscal control of resources. The Director was asked to identify budget savings to cover the costs of this position for the remainder of this fiscal year and additional savings for subsequent years (subsequent years will be addressed during the budget process).

Thank you.

Study Group Members:
Kris Schuller
Mark Tumpach
Troy Streckenbach
Debbie Klarkowski
Lynn Vanden Langenberg

June 20, 2012

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

RESOLUTION TO APPROVE THE AMENDED AND RESTATED PLEDGE AND SECURITY AGREEMENT AND THE ADDENDUM TO THE 1999 COOPERATION AGREEMENT

WHEREAS, the Room Tax Commission, various elected representatives of the Cities of Green Bay and De Pere and the Villages of Allouez, Ashwaubenon, Bellevue, Howard and Suamico (the "Municipalities"), and the Green Bay Lodging Association have discussed the feasibility of implementing a 2% room tax increase by the Municipalities to fund the tourism and convention activities of the Greater Green Bay Convention & Visitors Bureau, Inc. ("CVB"); and

WHEREAS, the Municipalities have or will all adopt amendments to their Room Tax Ordinance increasing the room tax in such municipality from 8% to 10%; and

WHEREAS, Brown County and the Municipalities except the Village of Bellevue and the Village of Suamico are parties to a Cooperation Agreement, dated as of May 18, 1999, which provided for the pledging and utilization of "Room Tax Revenues"; and

WHEREAS, subsequent to the execution of the Cooperation Agreement, the Village of Bellevue and the Village of Suamico became members of the Room Tax Commission; and

WHEREAS, an addendum is required to the 1999 Cooperation Agreement and the Pledge and Security Agreement must be amended and restated to provide that the room taxes collected with respect to the 2% increase will be directed to the CVB except upon the occurrence and continuation of a Room Tax Deficiency (as defined in the Cooperation Agreement);

NOW THEREFORE BE IT HEREBY RESOLVED THAT:

1. Brown County approves the Addendum to the 1999 Cooperation Agreement and the Amended and Restate Pledge and Security Agreement.

Respectfully submitted,

ADMINISTRATION COMMITTEE

EXECUTIVE COMMITTEE

Approved by:

_____

COUNTY EXECUTIVE

Date Signed:_____

Final Draft Approved by Corporation Counsel

Fiscal Note: This resolution does not require an appropriation from the General Fund. This is an authorizing resolution to approve the Addendum to the 1999 Cooperation Agreement and the Amended and Restated Pledge and Security Agreement.

June 20, 2012

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

RESOLUTION ADOPTING A POLICY REGARDING THE HIRING OF BROWN COUNTY EMPLOYEES

WHEREAS, the Brown County Board of Supervisors pursuant to Wis. Stats. § 59.22(2)(c)(1) is authorized to establish a Table of Organization for all employees of Brown County; and

WHEREAS, the Brown County Board of Supervisors exercises its authority by establishing a Table of Organization at the County's annual budget meeting; and

WHEREAS, from time to time throughout the calendar year the Brown County Board of Supervisors exercises its authority by adding or deleting positions in the County's Table of Organization; and

WHEREAS, from time to time throughout the calendar year vacancies occur in positions within the Table of Organization; and

WHEREAS, the Brown County Board of Supervisors desires to adopt a policy governing changes in the County's Table of Organization and the filling of vacancies occurring in the Table of Organization.

NOW, THEREFORE, BE IT RESOLVED, by the Brown County Board of Supervisors, that the following policy is hereby adopted to govern the hiring of any employees of Brown County:

1. All new positions which involve a change in the Table of Organization shall be submitted by the Human Resource Manager, upon the approval of the County Executive, to the Executive Committee of the Brown County Board for initial approval. Upon approval of the Executive Committee, all new positions in the Table of Organization will thereafter be submitted to the County Board for approval.

2. All deletions of positions in the Table of Organization shall be submitted by the Human Resource Manager, upon the approval of the County Executive, to the Executive Committee of the Brown County Board for initial approval. Upon approval of the Executive Committee, all deletions of positions in the Table of Organization will thereafter be submitted to the County Board for approval.

3. All amendments to positions in the Table of Organization shall be submitted by the Human Resource Manager, upon the approval of the County Executive, to the Executive Committee of the Brown County Board for initial approval. Upon approval of the Executive Committee, all amendments to positions in the Table of Organization will thereafter be submitted to the County Board for approval.

4. The Human Resource Manager shall develop policies and procedures to fill vacancies which occur in the existing Table of Organization. The Human Resource Manager is authorized to fill any vacancies occurring in existing positions within the Table of Organization upon the approval of the County Executive. The policies and procedures developed hereunder shall be reviewed periodically with the County Executive. The Human Resource Manager shall advise the Executive Committee of the Brown County Board of any changes in the department's policies and procedures developed hereunder.

5. This policy shall become effective upon passage and shall supersede any prior policies adopted by the Brown County Board regarding the filling of vacancies in the Table of Organization.

Respectfully submitted,

EXECUTIVE COMMITTEE

Approved by:

_____

COUNTY EXECUTIVE

Dated Signed: _____

Final Draft Approved by Corporation Counsel.

Fiscal Impact: None.

BOARD OF SUPERVISORS ROLL CALL #_____

_____

Motion made by Supervisor _____

Seconded by Supervisor _____

SUPERVISOR NAMES	DIST. #	AYES	NAYS	ABSTAIN
SIEBER	1			
DE WANE	2			
NICHOLSON	3			
HOYER	4			
HOPP	5			
HAEFS	6			
ERICKSON	7			
ZIMA	8			
EVANS	9			
VANDERLEEST	10			
BUCKLEY	11			
LANDWEHR	12			
DANTINNE, JR	13			

SUPERVISOR NAMES	DIST. #	AYES	NAYS	ABSTAIN
LA VIOLETTE	14			
WILLIAMS	15			
KASTER	16			
VAN DYCK	17			
SCHULLER	18			
ROBINSON	19			
CLANCY	20			
WETZEL	21			
MOYNIHAN	22			
STEFFEN	23			
CARPENTER	24			
LUND	25			
FEWELL	26			

Total Votes Cast _____

Motion: Adopted _____ Defeated _____ Tabled _____

June 20, 2012

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies & Gentlemen:

RESOLUTION REGARDING AUTHORITY TO EXECUTE A 2012 LABOR AGREEMENT WITH THE BROWN COUNTY AUSTIN STRAUBEL INTERNATIONAL AIRPORT EMPLOYEES

BE IT RESOLVED by the Brown County Board of Supervisors, that the County Executive and County Clerk be and are hereby authorized to execute a one (1) year labor agreement on behalf of Brown County with the Brown County Austin Straubel International Airport Employees for the year 2012 effective January 1, 2012.

All items, with the exception of wages, or except as specifically provided otherwise will be prospective effective the date of signing of the agreement.

BE IT FURTHER RESOLVED that the funds to cover the costs resulting from the adoption of this resolution shall be made available from funds budgeted for this purpose.

1. **Article 2 WAGE SCHEDULE**
   Revise to reflect:

   Effective the first day of the pay period that includes January 1, 2012:

   0% increase

2. **DURATION OF AGREEMENT**

   One year agreement (2012)

Respectfully submitted,

EXECUTIVE COMMITTEE

Approved By:

_____

COUNTY EXECUTIVE

Date Signed: _____

Fiscal Impact: This resolution does not require an appropriation from the General Fund. This was in the 2012 budget.

Final Draft by Human Resources and Approved by Corporation Counsel.

BOARD OF SUPERVISORS ROLL CALL #_____

_____

Motion made by Supervisor _____

Seconded by Supervisor _____

SUPERVISOR NAMES	DIST. #	AYES	NAYS	ABSTAIN
SIEBER	1			
DE WANE	2			
NICHOLSON	3			
HOYER	4			
HOPP	5			
HAEFS	6			
ERICKSON	7			
ZIMA	8			
EVANS	9			
VANDER LEEST	10			
BUCKLEY	11			
LANDWEHR	12			
DANTINNE, JR	13			

SUPERVISOR NAMES	DIST. #	AYES	NAYS	ABSTAIN
LA VIOLETTE	14			
WILLIAMS	15			
KASTER	16			
VAN DYCK	17			
SCHULLER	18			
ROBINSON	19			
CLANCY	20			
WETZEL	21			
MOYNIHAN, JR	22			
STEFFEN	23			
CARPENTER	24			
LUND	25			
FEWELL	26			

Total Votes Cast _____

Motion: Adopted _____ Defeated _____ Tabled _____

BROWN COUNTY AIRPORT EMPLOYEES
TOTAL PACKAGE COSTING
2012

20.00 FTE'S

WAGES	2011		2012
WAGES	833,733.00	0.00%	833,733.00
			-
LONGEVITY	2,932.00		-
TOTAL WAGES:	836,665.00		833,733.00

$ INCREASE	(2,932.00)
% INCREASE	-0.35%

HEALTH	ANNUAL	2011		2012
Health Insurance Employer Cost	271,300.00	271,300.00		271,300.00
1/1/12 Increase employee contribution 12% to 13%				($2,713.00)
Cost minus contribution				268,587.00
DENTAL	20,145.00	20,145.00		20,145.00
LIFE	1,418.00	1,418.00		1,418.00
FICA	7.35%	61,494.88	7.35%	61,279.38
WRS	11.60%	97,053.14	5.90%	49,190.25
TOTAL PACKAGE:		1,288,076.02		1,234,352.62

TOTAL COST: 2012

$ INCREASE	($53,723.40)
% INCREASE	-4.17%

24

6/6/2012

June 20, 2012

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies & Gentlemen:

RESOLUTION REGARDING AUTHORITY TO EXECUTE A 2012 LABOR AGREEMENT WITH THE BROWN COUNTY CORRECTIONS OFFICERS

BE IT RESOLVED by the Brown County Board of Supervisors, that the County Executive and County Clerk be and are hereby authorized to execute a one (1) year labor agreement on behalf of Brown County with the Brown County Corrections Officers for the year 2012 effective January 1, 2012.

All items, with the exception of wages, or except as specifically provided otherwise will be prospective effective the date of signing of the agreement.

BE IT FURTHER RESOLVED that the funds to cover the costs resulting from the adoption of this resolution shall be made available from funds budgeted for this purpose.

1. **Article 2 WAGE SCHEDULE**
   Revise to reflect:

   Effective the first day of the pay period that includes January 1, 2012:

   0% increase

2. **DURATION OF AGREEMENT**

   One year agreement (2012)

Respectfully submitted,

EXECUTIVE COMMITTEE

Approved By:

_____

COUNTY EXECUTIVE

Date Signed: _____

Fiscal Impact: This resolution does not require an appropriation from the General Fund. This was in the 2012 budget.

Final Draft by Human Resources and Approved by Corporation Counsel.

BOARD OF SUPERVISORS ROLL CALL #_____

_____

Motion made by Supervisor _____

Seconded by Supervisor _____

SUPERVISOR NAMES	DIST. #	AYES	NAYS	ABSTAIN
SIEBER	1			
DE WANE	2			
NICHOLSON	3			
HOYER	4			
HOPP	5			
HAEFS	6			
ERICKSON	7			
ZIMA	8			
EVANS	9			
VANDER LEEST	10			
BUCKLEY	11			
LANDWEHR	12			
DANTINNE, JR	13			

SUPERVISOR NAMES	DIST. #	AYES	NAYS	ABSTAIN
LA VIOLETTE	14			
WILLIAMS	15			
KASTER	16			
VAN DYCK	17			
SCHULLER	18			
ROBINSON	19			
CLANCY	20			
WETZEL	21			
MOYNIHAN, JR	22			
STEFFEN	23			
CARPENTER	24			
LUND	25			
FEWELL	26			

Total Votes Cast _____

Motion: Adopted _____ Defeated _____ Tabled _____

BROWN COUNTY CORRECTIONAL OFFICER EMPLOYEES
TOTAL PACKAGE COSTING
2012

147.00 FTE'S

WAGES		2011		2012
WAGES		6,201,437.00	0.00%	6,201,437.00
				-
LONGEVITY		14,678.04		-
TOTAL WAGES:		6,216,115.04		6,201,437.00
			$ INCREASE	(14,678.04)
			% INCREASE	-0.24%

HEALTH	ANNUAL	2011		2012
Health Insurance Employer Cost	1,533,978.16	1,533,978.16		1,533,978.16
1/1/12 Increase employee contribution 12% to 13%				($15,339.78)
Cost minus contribution				1,518,638.38
DENTAL	111,789.03	111,789.03		111,789.03
LIFE	1,093.00	1,093.00		1,093.00
FICA	7.35%	456,884.46	7.35%	455,805.62
WRS	18.30%	1,137,549.05	12.60%	781,381.06
TOTAL PACKAGE:		9,457,408.74		9,070,144.09

2012 Cost	
$ INCREASE	($387,264.65)
% INCREASE	-4.09%

6/6/2012

June 20, 2012

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies & Gentlemen:

RESOLUTION REGARDING AUTHORITY TO EXECUTE A 2012 LABOR AGREEMENT WITH THE BROWN COUNTY HIGHWAY DEPARTMENT EMPLOYEES

BE IT RESOLVED by the Brown County Board of Supervisors, that the County Executive and County Clerk be and are hereby authorized to execute a one (1) year labor agreement on behalf of Brown County with the Brown County Highway Department employees for the year 2012 effective January 1, 2012.

All items, with the exception of wages, or except as specifically provided otherwise will be prospective effective the date of signing of the agreement.

BE IT FURTHER RESOLVED that the funds to cover the costs resulting from the adoption of this resolution shall be made available from funds budgeted for this purpose.

1. **Article 2 WAGE SCHEDULE**
   Revise to reflect:

   Effective the first day of the pay period that includes January 1, 2012:

   0% increase

2. **DURATION OF AGREEMENT**

   One year agreement (2012)

Respectfully submitted,

EXECUTIVE COMMITTEE

Approved By:

_____

COUNTY EXECUTIVE

Date Signed: _____

Fiscal Impact: This resolution does not require an appropriation from the General Fund. This was in the 2012 budget.

Final Draft by Human Resources and Approved by Corporation Counsel.

BOARD OF SUPERVISORS ROLL CALL #_____

_____

Motion made by Supervisor _____

Seconded by Supervisor _____

SUPERVISOR NAMES	DIST. #	AYES	NAYS	ABSTAIN
SIEBER	1			
DE WANE	2			
NICHOLSON	3			
HOYER	4			
HOPP	5			
HAEFS	6			
ERICKSON	7			
ZIMA	8			
EVANS	9			
VANDER LEEST	10			
BUCKLEY	11			
LANDWEHR	12			
DANTINNE, JR	13			

SUPERVISOR NAMES	DIST. #	AYES	NAYS	ABSTAIN
LA VIOLETTE	14			
WILLIAMS	15			
KASTER	16			
VAN DYCK	17			
SCHULLER	18			
ROBINSON	19			
CLANCY	20			
WETZEL	21			
MOYNIHAN, JR	22			
STEFFEN	23			
CARPENTER	24			
LUND	25			
FEWELL	26			

Total Votes Cast _____

Motion: Adopted _____ Defeated _____ Tabled _____

BROWN COUNTY HIGHWAY EMPLOYEES
TOTAL PACKAGE COSTING
2012

82.00 FTE'S

WAGES	2011		2012
WAGES	3,399,988.00	0.00%	3,399,988.00
			-
LONGEVITY	17,404.92		-
TOTAL WAGES:	3,417,392.92		3,399,988.00

$ INCREASE	(17,404.92)
% INCREASE	-0.51%

HEALTH	ANNUAL	2011		2012
Health Insurance Employer Cost	1,089,425.00	1,089,425.00		1,089,425.00
1/1/12 Increase employee contribution 12% to 13%				($10,894.25)
Cost minus contribution				1,078,530.75
DENTAL	79,103.00	79,103.00		79,103.00
LIFE	6,756.00	6,756.00		6,756.00
FICA	7.35%	251,178.38	7.35%	249,899.12
WRS	11.60%	396,417.58	5.90%	200,599.29
TOTAL PACKAGE:		5,240,272.88		5,014,876.16

TOTAL COST: 2012

$ INCREASE	($225,396.72)
% INCREASE	-4.30%

June 20, 2012

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies & Gentlemen:

RESOLUTION REGARDING AUTHORITY TO EXECUTE A 2012 LABOR AGREEMENT WITH THE BROWN COUNTY NEVILLE PUBLIC MUSEUM EMPLOYEES

BE IT RESOLVED by the Brown County Board of Supervisors, that the County Executive and County Clerk be and are hereby authorized to execute a one (1) year labor agreement on behalf of Brown County with the Brown County Neville Public Museum employees for the year 2012 effective January 1, 2012.

All items, with the exception of wages, or except as specifically provided otherwise will be prospective effective the date of signing of the agreement.

BE IT FURTHER RESOLVED that the funds to cover the costs resulting from the adoption of this resolution shall be made available from funds budgeted for this purpose.

1. **Article 2 WAGE SCHEDULE**
   Revise to reflect:

   Effective the first day of the pay period that includes January 1, 2012:

   0% increase

2. **DURATION OF AGREEMENT**

   One year agreement (2012)

Respectfully submitted,

EXECUTIVE COMMITTEE

Approved By:

_____

COUNTY EXECUTIVE

Date Signed: _____

Fiscal Impact: This resolution does not require an appropriation from the General Fund. This was in the 2012 budget.

Final Draft by Human Resources and Approved by Corporation Counsel.

BOARD OF SUPERVISORS ROLL CALL #_____

_____

Motion made by Supervisor _____

Seconded by Supervisor _____

SUPERVISOR NAMES	DIST. #	AYES	NAYS	ABSTAIN
SIEBER	1			
DE WANE	2			
NICHOLSON	3			
HOYER	4			
HOPP	5			
HAEFS	6			
ERICKSON	7			
ZIMA	8			
EVANS	9			
VANDER LEEST	10			
BUCKLEY	11			
LANDWEHR	12			
DANTINNE, JR	13			

SUPERVISOR NAMES	DIST. #	AYES	NAYS	ABSTAIN
LA VIOLETTE	14			
WILLIAMS	15			
KASTER	16			
VAN DYCK	17			
SCHULLER	18			
ROBINSON	19			
CLANCY	20			
WETZEL	21			
MOYNIHAN, JR	22			
STEFFEN	23			
CARPENTER	24			
LUND	25			
FEWELL	26			

Total Votes Cast _____

Motion: Adopted _____ Defeated _____ Tabled _____

BROWN COUNTY MUSEUM EMPLOYEES
TOTAL PACKAGE COSTING
2012

9.00 FTE'S

WAGES	2011		2012
WAGES	321,930.00	0.00%	321,930.00
			-
LONGEVITY	1,519.00		-
TOTAL WAGES:	323,449.00		321,930.00

$ INCREASE	(1,519.00)
% INCREASE	-0.47%

HEALTH	ANNUAL	2011		2012
Health Insurance Employer Cost	91,021.00	91,021.00		91,021.00
1/1/12 Increase employee contribution 12% to 13%				($910.21)
Cost minus contribution				90,110.79
DENTAL	6,902.00	6,902.00		6,902.00
LIFE	383.00	383.00		383.00
FICA	7.35%	23,773.50	7.35%	23,661.86
WRS	11.60%	37,520.08	5.90%	18,993.87
TOTAL PACKAGE:		483,048.59		461,981.52

TOTAL COST: 2012

$ INCREASE	($21,067.07)
% INCREASE	-4.36%

6/6/2012

June 20, 2012

AN ORDINANCE TO AMEND CHAPTER 4 OF THE BROWN COUNTY CODE ENTITLED "PERSONNEL RULES AND REGULATIONS"

THE BROWN COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:

Section 1 - Sections 4.28, 4.49, 4.57, 4.65, 4.68, 4.85, and 4.93 of Chapter 4 of the Brown County Code are hereby repealed and recreated to read as follows:

4.28 JOB POSTING. Existing position vacancies will be posted internally and/or externally when deemed advisable by the Human Resources Department to allow qualified applicants to apply. There may be circumstances a department, upon approval from the Human Resources Department, shall post vacancies internal to the department prior to posting to all County employees or to the public.

4.49 EXTRA PAY.

(1) Shift Differentials. Regular part-time and full-time employees may be eligible for additional pay for working non-standard hours. Positions that require 24 hour/7 day coverage will receive shift differential for hours worked on a second or third shift when the hours fall between ~~5:00~~ 3:00 pm ~~to~~ and 7:00 am. Shift differentials for other departments depend on the job classification of the employee and will be paid in accordance with County policy.

(2) Stand-By Pay. Employees who are assigned stand-by duty may receive compensation for each week assigned to stand-by duty, upon approval of the Department Head. This will be the sole compensation for this stand-by duty, even when such duty would otherwise be out of the employee's usual schedule or classification.

(3) Compensation During Temporary Assignment. A temporary assignment is an assignment for a minimum of ninety (90) days or more, which requires approval by the Human Resources Manager and notification to the County Executive. The Human Resources Manager will recommend the appropriate rate of pay for the temporary assignment. A temporary assignment may not continue beyond six (6) months without approval from the Human Resources Manager.

(4) Increased Pay for Work of Another Classification. In certain cases an employee is eligible to receive increased compensation while performing the work of another classification:

(a) Foreman or leadworker duties: If employees assume these duties and work at least one (1) full day at that level.

(b) Training Officer Pay: Perform on the job training and evaluations of new hired employees. (Telecommunicator and Correctional Officer)

4.57 POLICY. (1) Each position is designated as either Non-exempt or Exempt from the Federal Fair Labor Standards Act and state wage and hour laws. Employees in non-exempt positions shall be compensated or receive compensatory time at a rate of one and one-half times normal pay for hours worked in excess of forty (40) hours in any work week. Exceptions to this include but are not limited to hospitals/health care field, law enforcement, and emergency services personnel. All time worked is subject to rounding rules.

(2) All overtime or compensation time must be authorized by the Department Head or supervisor and is subject to budgetary limitations. Any paid or unpaid leave will not count as hours worked for overtime or compensatory time calculations. All overtime and compensatory time accruals will be reviewed periodically by the Human Resources Manager. Overtime shall be kept to a minimum and shall be utilized to relieve specific occasional peak workloads or for work necessity, and is not intended as a convenience or benefit for the employee.

(3) No employee may start work before the appointed time, work through breaks, or work past the appointed time without prior authorization. Employees are not allowed to accumulate work hours more than 15 minutes before their appointed starting time, during breaks, or 15 minutes past the appointed quitting time.

(4) In the event an employee is called in to work outside of his/her normally scheduled hours, the employee shall be given a minimum of two (2) hours work or pay at his/her normal rates. This call-in pay does not apply when the hours are contiguous with the employee's regularly scheduled shift.

(5) Employees are not eligible for overtime hours on days where the employee is being compensated for non-work hours (e.g., vacation, casual day, personal day, etc.). Management may waive this requirement due to an emergency.

(6) Employees who are assigned to work a schedule other than a 24/7 schedule and are required to work on Sundays outside of their normally scheduled hours will receive one and one-half times their normal rate of pay for Sunday hours.

4.65 HOLIDAYS. (1) Eligible employees who have been employed for a period of thirty (30) days shall receive a full day's pay for the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. In addition to these holidays, the last half of the workday (4 hours) of Christmas Eve, New Year's Eve, and Good Friday shall also be observed as holidays with pay. For employees who work Monday through Friday schedules, if any of the above mentioned holidays fall on Saturday, the preceding Friday will be observed and if the holiday falls on Sunday, the following Monday will be observed or as determined by the County. For compensation for the half day holiday, employees must first work the first half of their work day before holiday pay commences. (For the sole purpose of this provision, pre-approved paid time off will qualify the employee for holiday pay.)

~~(2) Non-exempt hourly and exempt salaried employees scheduled to work and who actually work on the observed holiday will receive compensation at two times (double) their regular rate of pay for actual hours worked.~~

(2) Employees who are assigned to work a 24/7 schedule will receive their normal pay for the week during which a holiday falls. If an employee is scheduled to work on a holiday, the employee shall receive one and one-half (1-1/2) times their normal rate of pay for hours worked in addition to their normal pay.

(3) When a non-exempt hourly and exempt salaried employee is required to work on an observed holiday that falls on their regularly scheduled day off, these employees will be paid at ~~twice~~ one and one-half (1-1/2) times their regular rate of pay per hour for actual hours worked. ~~The number of hours paid for the holiday is equal to the number of hours the department would have normally scheduled an employee to work had it not been a holiday.~~

(4) For purposes of compensation of holidays under this section, holidays will be deemed to commence and end at midnight for employees that do not work 24/7 schedules. For employees in 24/7 positions, the holidays will commence at the beginning of the first shift which occurs on the holiday and end at the completion of the last shift which commences on the day of the holiday. (For example, those employees who work 7a-3p, 3p-11p, and 11p-7a will receive holiday pay between 7am on the holiday to 7am on the day after the holiday).

(5) Personal Days.

(a) Eligible employees who have been employed for a period of thirty (30) days who work Monday through Friday schedules, twenty-four (24) hours personal time [twenty-two and one-half (22.5) hours for employees regularly scheduled to work seven and one-half (7.5) hour days] shall also be observed as a holiday, to be taken as mutually agreed upon between the employee and supervisor. In addition, the day after Thanksgiving will be observed as a personal day with pay.

(b) For employees who follow a seven (7) day schedule, thirty-two (32) hours of personal time shall be observed as holidays, subject to prior approval by supervisor or manager.

4.68 BEREAVEMENT LEAVE. ~~(1) Whenever a death occurs to a member of the immediate family of an employee, the County shall compensate the employee for any time lost from work during the next five (5) work days. The five (5) work days must be taken within the period starting with the date of death and one of the days must be used to attend the funeral. Should such death occur during the employee's vacation or use of other paid time off, he/she shall receive the additional time off with pay at another time mutually agreed upon by the employee and department. Should the funeral or internment occur at a delayed date (example: winter death, spring internment) the employee may use one (1) of the five (5)~~

~~days to attend the funeral or internment. Compensation shall be at the regular hourly rate of said employee for a normal work day.~~

(1) Whenever a death occurs to a member of the immediate family of an employee, the employee shall be entitled to a bereavement leave. The bereavement leave will commence on the date of death and continue for up to five (5) work days through the date of internment. If the date of internment occurs after five (5) work days from the date of death, the employee may use one of the bereavement leave days to attend the funeral or internment. In no event shall an employee be entitled to more than five (5) days of bereavement leave. Compensation shall be at the regular hourly rate of said employee for a normal work day.

(2) Immediate family is defined as: wife, husband, father, mother, guardian, sister, and brother, child of employee, grandchildren, grandparents, father-in-law, mother-in-law, step-children, or stepparents.

(3) Employees will be entitled to compensation for one (1) day to attend the funeral of the spouse's grandparents or of a son-in-law or daughter-in-law, brother-in-law or sister-in-law, aunt or uncle of the employee or spouse. In the event an employee is required to act as a pallbearer at the funeral of someone outside of his/her immediate family, he/she shall be granted one (1) day off to do so.

(4) Regular part-time employees are eligible for bereavement days off as stated above, beginning on the succeeding calendar days starting on the date of death. If during this leave the employee has scheduled work days, the employee will be paid for those scheduled work days and hours only. The employee will not be paid for any of these days which are non-scheduled work days. Should any death occur during an employee's vacation he/she shall receive additional time off with pay for any scheduled work day affected at a time mutually agreed upon by the employee and department.

4.85 CORRECTIVE DISCIPLINE. The purpose of discipline is correcting job behavior and performance problems of employees. Employees shall be informed of standards of conduct and performance. Discipline shall be administered in compliance with this Chapter and rules and standards shall be consistently applied. Penalties shall be appropriate to the circumstances. Persons administering corrective discipline shall systematically document the case. Disciplinary actions shall be in writing and include a full description of the alleged infraction and a statement informing the employee of his/her rights under the grievance procedure contained in these Ordinances. An employee may have a representative of his/her choice in attendance during any disciplinary action if required by law. Records of verbal reprimands shall be maintained in the department files. Copies of written reprimands, suspensions, and terminations shall be provided to the employee, the Human Resources Manager, to the employee's supervisor and kept in the department files. Suspensions and terminations shall be discussed with the Human Resources Manager before such actions are taken. The County Executive will be informed of suspensions and terminations.

4.93 GRIEVANCE PROCEDURE. A formal grievance of an employee shall be handled in accordance with the following procedure:

Step 1. The employee shall prepare a written statement setting forth the grievance. The grievance statement shall include a summary of the pertinent facts, the date the event occurred, what steps the employee has taken to informally resolve the grievance, and the remedy requested. Any grievance must be presented at this step within ten (10) working days from the date of the occurrence. Any grievance not timely filed hereunder shall be deemed waived by the employee. The statement should be given to the employee's Department Head. Upon receipt of the written statement, the Department Head shall immediately forward the grievance to the Human Resources Manager. Within five (5) working days thereafter, the Department Head shall meet with the employee and make a reasonable effort to resolve the grievance. If the Department Head is unable to resolve the grievance after the meeting with the employee, the Department Head shall ~~immediately~~ within five (5) working days prepare a written response denying the grievance and setting forth the reasons for such denial. The Department Head shall forward the written response to the Human Resources Manager and provide the employee with a copy of such response.

Step 2. If the employee is not satisfied with the Department Head's resolution of the grievance, the employee may, within five (5) working days, present the grievance in writing to the Human Resources Manager. The Human Resources Manager or the Manager's designee shall arrange to meet with the employee and his/her representative, if any, to ascertain the facts surrounding the dispute and shall reply in writing to the employee within five (5) working days thereafter. The decision of the Human Resources Manager shall be final except grievances that address employee terminations, employee disciplines, or workplace safety.

Step 3. In the event the decision of the Human Resources Manager does not satisfy the employee, the employee may, within five (5) working days, present a written request to the Human Resources Manager, for a hearing before an impartial hearing officer. If the grievance involves an employee termination, employee discipline, or workplace safety, the Human Resources Manager shall select an impartial hearing officer by mutual consent with the grieving employee. If the Human Resources Manager and the grieving employee are unable to agree to an impartial hearing officer, the Human Resources Manager shall request a list of available staff arbitrators from the Wisconsin Employment Relations Commission. The Human Resources Manager shall then select an arbitrator from the panel provided by the WERC. The selected arbitrator or mutually agreeable impartial hearing officer shall thereafter hold a hearing on the grievance. The County and the employee may produce witnesses and other evidence at the time of hearing before the arbitrator or impartial hearing officer. After considering the evidence presented, the arbitrator or impartial hearing officer shall issue a written decision. An arbitrary and capricious standard of review shall be used by the arbitrator or impartial hearing officer.

Step 4. Within five (5) working days of receipt of the written decision of the arbitrator or impartial hearing officer, either the employee or the Human Resources Manager may appeal the decision of the arbitrator or impartial hearing officer to the Executive Committee of the County Board. The Executive Committee shall thereafter review the written record of the case and allow the employee or his/her representative and the Human Resources Manager or his/her designee, to make oral arguments before the Executive Committee on the merits of the case. The Executive Committee shall thereafter deliberate and issue a recommendation in writing either affirming or reversing the decision of the arbitrator or impartial hearing officer. In the event that the Executive Committee recommends a reversal of the decision of the arbitrator or impartial hearing officer, the Executive Committee may include a recommendation as to an alternate solution to the grievance. The Executive Committee shall forward its recommendations to the full County Board. The full County Board shall consider the recommendations of the Executive Committee and allow the grievant and the Human Resources Manager or designee to make arguments to the full Board. After argument, the full County Board shall deliberate and consider the recommendations of the Executive Committee and arguments of the parties before making a final decision on the appeal.

Section 2- This Ordinance shall become effective upon passage and publication.

Respectfully submitted,

EXECUTIVE COMMITTEE

Approved by:

_____

COUNTY EXECUTIVE (Date)

_____

COUNTY CLERK (Date)

_____

COUNTY BOARD CHAIR (Date)

Final Draft Approved by Corporation Counsel.

BOARD OF SUPERVISORS ROLL CALL #_____

_____

Motion made by Supervisor _____

Seconded by Supervisor _____

SUPERVISOR NAMES	DIST. #	AYES	NAYS	ABSTAIN
SIEBER	1			
DE WANE	2			
NICHOLSON	3			
HOYER	4			
HOPP	5			
HAEFS	6			
ERICKSON	7			
ZIMA	8			
EVANS	9			
VANDERLEEST	10			
BUCKLEY	11			
LANDWEHR	12			
DANTINNE, JR	13			

SUPERVISOR NAMES	DIST. #	AYES	NAYS	ABSTAIN
LA VIOLETTE	14			
WILLIAMS	15			
KASTER	16			
VAN DYCK	17			
SCHULLER	18			
ROBINSON	19			
CLANCY	20			
WETZEL	21			
MOYNIHAN	22			
STEFFEN	23			
CARPENTER	24			
LUND	25			
FEWELL	26			

Total Votes Cast _____

Motion: Adopted ____ Defeated ____ Tabled ____