

**COUNTY OF RACINE  
FINANCE & HUMAN RESOURCES COMMITTEE**

Supervisor Robert N. Miller, Chairman  
Supervisor Q.A. Shakoor, II, Vice Chairman  
Supervisor Rusty Clark, Secretary  
Supervisor Nick Demske  
Supervisor Tom Pringle

Supervisor Don Trottier  
Supervisor John A. Wisch  
William Klaus, Youth in Governance Representative  
Owen Thomsen, Youth in Governance Representative

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\*\*\* THIS LOCATION IS HANDICAP ACCESSIBLE. If you have other special needs, please contact the Racine County Board Office, 730 Wisconsin Avenue, Racine, Wisconsin 53403 (262) 636-3571, fax (262) 636-3491 or the TTD/RELAY 1-800-947-3529. \*\*\*

DO NOT ATTEND THIS MEETING if you are experiencing any of these symptoms or if you have been in contact with anyone with these symptoms: **shortness of breath or difficulty breathing, cough, chills, nasal congestion, sore throat, fatigue, loss of sense of taste or smell, fever greater than 100.4.**

**The public may also access this meeting by:**

**Browsing to this web address on a computer or smartphone:**

<https://racinecounty.webex.com/racinecounty/onstage/g.php?MTID=e9c4c5bf50228c76696f95d8fbbced015>

**Password: FHR121521**

**Or by calling: 1-408-418-9388 Access code: 2491 760 7662**

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**\*\*\*AMENDED\*\*\***

**NOTICE OF MEETING OF THE**

**FINANCE AND HUMAN RESOURCES COMMITTEE**

DATE: **WEDNESDAY December 15, 2021**

TIME: **5:00 P.M.**

PLACE: **IVES GROVE OFFICE COMPLEX  
AUDITORIUM  
14200 WASHINGTON AVENUE  
STURTEVANT, WISCONSIN 53177**

**AGENDA** –

1. Convene Meeting
2. Chairman Comments – Youth in Governance/Comments
3. Public Comments
4. Approval of Minutes from the December 1, 2021, committee meeting – Action of the Committee only
5. \*\*\*County Treasurer – Jeffrey Latus – Donation of two (2) In Rem properties to the Village of Caledonia. – 2022 – Resolution – Action Requested: **1<sup>st</sup> and 2<sup>nd</sup> Reading** at the **January 11, 2022**, County Board Meeting.\*\*\*
6. Human Services – Hope Otto – Request salary offer for CSP Supervisor candidate above mid-point for non-rep exempt BE45 – Action of Committee only

7. Human Services – Hope Otto – Authorizing the addition of 1 FTE Public Health Strategist, title change of Registered Sanitarian to Environmental Health Sanitarian, and adding additional grant revenue of \$978,000 to the Public Health Division 2022 Budget. – 2022 – Resolution – Action Requested: 1<sup>st</sup> reading at the January 11, 2022, County Board Meeting.
8. Human Services – Hope Otto – Authorizing the assignment of a lease agreement from the Central Racine County Health Department with Badger Housing Associates III, LLP, to Racine County as necessary for the transition of public health services to the Racine County Public Health Division. – 2022 – Resolution – Action Requested: 1<sup>st</sup> and 2<sup>nd</sup> Reading at the January 11, 2022, County Board Meeting.
9. Human Resources – Sarah Street – Request for approval of changes to the Racine County Policy Manual – Action of Committee only.
10. Communication & Report Referrals from County Board Meeting:

a. Bankruptcy items:

Type of Action:	Person/Persons
Order of Discharge	Shaun Hogan; Joseph Rodriguez; Joshua Gulland; David and Dawn Keller; Matthew Moore
Notice of Chapter 7 – No Proof of Claim Deadline	Treadell Darden
Notice of Chapter 13	Timothy Edelman; Jason Koker and Tracey Patnaude; Jerome and Pamela Seidl
Chapter 13 – Notice and Motion to Dismiss – Confirmed Plan	Mark Fiorita; Jimmy and Amanda Karshna; James McPhee; Steven Anderson; Evony Winston
Chapter 13 – Motion for Relief of Automatic Stay and Abandonment	Saul and Dana Aguero
Chapter 13 – Motion to Dismiss – Confirmed Plan	Michael Beaty
Chapter 13 – Notice of Request to Amend Unconfirmed Plan	Richard Jonas
Chapter 13 – Order Dismissing Case	Kenneth and Barbara Weil
Chapter 13 – Order Modifying Confirmed Plan	Justin Kumorkiewicz; Russel and Lisa Murphy; Theresa Schiffer;
Chapter 11 – Brief in Support of Motion to Extend Injunctive Relief	Mallinckrodt PLC, et al.
Chapter 11 – Notice of Hearing	Mallinckrodt PLC, et al.

b. Josie Nordling has filed a claim against Racine County for and amount to-be-decided for damaged property in accident.

11. Staff Report – No Action Items.

a. Finance & Human Resources Committee – Next Meeting will be January 5, 2022.

12. Adjournment

# FINANCE & HUMAN RESOURCES COMMITTEE ACTION ONLY

**Requestor/Originator** Finance & Human Resources Committee

**Committee/Individual Sponsoring:** Finance & Human Resources Committee

**Date of Committee Meeting:** 12/15/2021

**Signature of Committee Chairperson  
/Designee:** \_\_\_\_\_

**Description:** Minutes from the December 1, 2021 FHR Meeting  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Action:** **County Board Supervisors**  
 Approve  
 Deny

**Youth In Governance**  
 Approve  
 Deny

IVES GROVE OFFICE COMPLEX  
AUDITORIUM  
14200 WASHINGTON AVENUE  
STURTEVANT, WISCONSIN 53177

Meeting attended by: Supervisors Clark, Shakoor, Trottier, Demske, and Kramer; Youth Representatives William Klaus and Owen Thomsen; County Executive Jonathan Delagrave; Interim Finance Director Gwen Zimmer; Human Resources Director Sarah Street; Finance & Budget Manager Byron Dean; Assistant Corporation Counsel Sarah Kidd

Excused: Chairman Miller, Supervisors Pringle and Wisch

**Agenda Item #1 - Convene Meeting**

Meeting Called to Order at 5:05 p.m. by Vice Chair Shakoor.

**Agenda Item #2 – Chairman Comments – Youth in Governance/Comments**

Youth in Governance statement given by Youth in Governance Representative Thomsen.

**Agenda Item #3 - Approval of minutes from the November 17, 2021, meeting**

**Action:** Approve the minutes from the November 17, 2021, Finance & Human Resources committee meeting.

**Motion Passed:** Moved: Supervisor Trottier. Seconded: Supervisor Demske. Vote: All Ayes No Nays.

Advisory: All Ayes No Nays.

**Agenda Item #4 - Finance Department – Gwen Zimmer – 2020 Comprehensive Annual Financial Report for the year ending December 31, 2020, and the 2020 Single Audit – 2021 – Report.**

**Action:** Accept 2020 Comprehensive Annual Financial Report for the year ending December 31, 2020, and the 2020 Single Audit. **Motion Passed.** Moved Supervisor Trottier. Seconded: Supervisor Demske. Vote: All Ayes No Nays. Advisory Vote: All Ayes No Nays.

**Agenda Item #5– Transfers:**

**a – Emergency Management – Transfer of \$690 within the Emergency Management Grants 2021 Budget – to record the adjusted grant revenue and expense budget – 2021 – Report.**

**Action:** Approve transfer of \$690 within the Emergency Management Grants 2021 Budget – to record the adjusted grant revenue and expense budget – 2021 – Report. **Motion Passed.** Moved: Supervisor Demske. Seconded: Supervisor Trottier. Vote: All Ayes No Nays. Advisory Vote: All Ayes No Nays.

**Agenda Item # 6 - Human Services Department – Director Hope Otto – Authorizing the assignment of contracts from the Central Racine County Health Department to Racine County as necessary for the transition of public health services to the Racine County Public Health Division – 2021 – Resolution – Action Requested: 1st and 2nd Reading at the December 14, 2021, County Board Meeting.**

**Action:** Authorize the assignment of contracts from the Central Racine County Health Department to Racine County as necessary for the transition of public health services to the Racine County Public Health Division –

2021 – Resolution – Action Requested: 1st and 2nd Reading at the December 14, 2021, County Board Meeting. **Motion Passed.** Moved Supervisor Trottier. Seconded: Supervisor Demske. Vote: All Ayes No Nays. Advisory Vote: All Ayes No Nays.

**Agenda Item #7 – Consideration of nomination of Gwen Zimmer as the Finance Department Director.**

**Action:** Acceptance of nomination of Gwen Zimmer as the Finance Department Director. **Motion Passed.** Moved Supervisor Trottier. Seconded: Supervisor Demske. Vote: All Ayes No Nays. Advisory Vote: All Ayes No Nays.

**Agenda Item #8 – Communication & Report Referrals from County Board Meeting:**

**Action:** Receive and file items a – c. **Motion Passed.** Moved Supervisor Demske. Seconded: Supervisor Trottier. Vote: All Ayes No Nays. Advisory Vote: All Ayes No Nays.

**Agenda Item #9 – Staff Report – No Action Items.**

- a) Finance & Human Resources Committee - Next Meeting will be December 15, 2021.

**Agenda Item #10 - Adjournment.**

**Action:** Adjourn the meeting at 5:33 p.m. **Motion Passed.** Moved: Supervisor Trottier. Seconded: Supervisor Demske. Vote: All Ayes No Nays.

REQUEST FOR COUNTY BOARD ACTION

YEAR	2021	X	Resolution Request
			Ordinance Request
			Report Request

Requestor/Originator: Jeff Latus - Racine County Treasurer

Person knowledgeable about the request who will appear and present before the Committee and County Board (2nd Reading)  
If a person is not in attendance the item may be held over.

Jeff Latus  
John Serketich

Does the County Executive know of this request: No

If related to a position or position change, Does the Human Resources Director know of this request: \_\_\_\_\_

Does this request propose the expenditure, receipt or transfer of any funds? No  
If the answer is "YES". A fiscal note is required. If Fiscal Note is not created by Finance, send to Finance & Budget Manager before it goes to Committee.

Committee/Individual Sponsoring: Finance & Human Resources Committee

Date Considered by Committee: 12/15/2021      Date of County Board Meeting to be Introduced: 1/11/2022

1st Reading:       1st & 2nd Reading:  \*

\* If applicable, include a paragraph in the memo explaining why 1st and 2nd reading is required.

Signature of Committee Chairperson/Designee: \_\_\_\_\_

**SUGGESTED TITLE OF RESOLUTION/ORDINANCE/REPORT:**

Donation of two (2) In Rem properties to the Village of Caledonia.

The suggested title should contain what the Committee is being asked to take action on (ex: Authorize, Approve) . If the action includes a transfer this must be included in the title.

**SUBJECT MATTER:**

The attached memo describes in detail the nature of resolution /ordinance /report and any specific facts which you want included in resolution/ordinance/report must be attached.

If requesting a multi year contract a copy of the contract or draft contract must be attached

Any request which requires the expenditure or transfer of funds must be accompanied by a fiscal note that shows the specific amount being transferred and the account number from which these funds will be taken and to which they will be transferred.

**THIS FORM MUST BE FILLED OUT COMPLETELY PRIOR TO YOUR APPEARANCE BEFORE A COMMITTEE.**

**Donation of In-Rem Property**

Address	Parcel Number	Tax Deeds	Specials	Interest	Penalty	Other Costs	Total Due
Lakeshore Drive	104-04-23-08-011-000		595.47	239.01	119.50	275.00	1,228.98
Lakeshore Drive	104-04-23-08-290-010		595.47	239.01	119.50	275.00	1,228.98
<b>Total:</b>		<b>0.00</b>	<b>1,190.94</b>	<b>478.02</b>	<b>239.00</b>	<b>550.00</b>	<b>2,457.96</b>

**FINANCE COMMITTEE RECOMMENDATION**

After reviewing the Resolution/Ordinance and fiscal information supplied, your Finance Committee recommends FOR--AGAINST adoption.

REASONS

FOR	AGAINST

## MEMO

December 6<sup>th</sup>, 2021

TO: Robert N. Miller  
Chairman, Finance and Human Resources Committee

FROM: Jeff Latus, Racine County Treasurer

RE: Village of Caledonia  
Request for donation of two In-Rem Properties

Please put on the agenda for the meeting scheduled for December 15<sup>th</sup>, 2021, time to present a request to donate two in-rem properties located in Village of Caledonia. The Village has provided a written statement of their intention to adopt and submit a formal resolution to the County Board to take ownership of the properties upon the Finance and Human Resources recommendation.

The parcels are located at  
Lakeshore Dr / 104-04-23-08-011-000 / Undeveloped Lot  
Lakeshore Dr / 104-04-23-08-290-010 / Undeveloped Lot

Both parcels were obtained in an in-rem court action on June 18<sup>th</sup>, 2021.  
Neither parcel has been included in a sealed bid sale.

Thank you,

Jeff Latus  
Racine County Treasurer

Cc: John Serketich



## ACTIVE TAX DEED PROPERTIES OWNED BY RACINE COUNTY

DISTRICT: VILLAGE OF CALEDONIA

Updated: 12/6/2021

PARCEL # 104-04-23-08-290-010

IN REM ACTION #: 2021-1

ITEM #: 10

JUDGMENT DOC #:

JUDGEMENT DATE: 6/18/2021

COURT CASE #: 21-CV-773

LEGAL LAND LYING BETWEEN LOT 34, BLOCK 10, CRESTVIEW UNIT #3, AND THE SHORELINE OF LAKE MICHIGAN. SAID LAND BEING IN THE VILLAGE OF CALEDONIA, RACINE COUNTY, WISCONSIN.

<b>PROP. ADDRESS:</b>	LAKESHORE DR	
<b>ACRES:</b>	0.0505	
<b>ZONE:</b>	EXEMPT OTHER	
<b>ASSESSED VALUE:</b>	Land:	\$0.00
	IMP:	\$0.00
	<b>TOTAL:</b>	<b>\$0.00</b>

FORMER OWNER: DANIEL M O'LEARY

**FAIR MARKET VALUE:** \$0.00

**APPRAISED VALUE:**  
YEAR: \_\_\_\_\_

TAX YEAR	NET TAX	SPECIAL	INT	PEN	TOTAL
2014	-	72.32	\$55.69	\$27.84	\$155.85
2015	-	88.16	\$57.30	\$28.65	\$174.11
2016	-	86.70	\$45.95	\$22.97	\$155.62
2017	-	86.83	\$35.60	\$17.80	\$140.23
2018	-	86.84	\$25.18	\$12.59	\$124.61
2019	-	87.93	\$14.95	\$7.48	\$110.36
2020	-	86.69	\$4.34	\$2.17	\$93.20
	<b>\$0.00</b>	<b>\$595.47</b>	<b>\$239.01</b>	<b>\$119.50</b>	

**SPECIAL OVER 7500:** NA

**TAX TOTALS:** **\$953.98**

In-Rem Fee	\$275.00
Boarding Fee	\$0.00
Appraisal Fee	\$0.00
Newspaper Sale ad	\$0.00
Lawn & Snow Care	\$0.00

**FEE & COST TOTAL:** **\$275.00**

**GRAND TOTAL:** **\$1,228.98**

<b>DISPOSITION:</b>	
TO:	
ON	
<b>TOTAL COSTS:</b>	<b>\$1,228.98</b>
<b>SOLD / DONATED FOR:</b>	
<b>PROFIT OR (LOSS):</b>	
<b>NO:</b>	<b>GENERAL RECEIPT NUMBERS</b>
<b>NO:</b>	

# ACTIVE TAX DEED PROPERTIES OWNED BY RACINE COUNTY

DISTRICT: VILLAGE OF CALEDONIA

Updated: 12/6/2021

PARCEL # 104-04-23-08-011-000

IN REM ACTION #: 2021-1

ITEM #: 9

JUDGMENT DOC #: \_\_\_\_\_

JUDGEMENT DATE: 6/18/2021

COURT CASE #: 21-CV-773

LEGAL LAND LYING BETWEEN LOT 20, BLOCK 10, CRESTVIEW UNIT #3, AND THE SHORELINE OF LAKE MICHIGAN. DESCRIPTION: MICHIGAN BETWEEN THE SIDELINES OF LOT 20, EXTENDED TO THE SHORELINE OF LAKE MICHIGAN. (PRIVATE BEACH). SAID LAND BEING IN THE VILLAGE OF CALEDONIA, RACINE COUNTY, WISCONSIN.

<b>PROP. ADDRESS:</b>	LAKESHORE DR	
<b>ACRES:</b>	0.69	
<b>ZONE:</b>	UNDEVELOPED	
<b>ASSESSED VALUE:</b>	Land:	\$0.00
	IMP:	\$0.00
	<b>TOTAL:</b>	<b>\$0.00</b>

FORMER OWNER: ABNER G ROSENFELD

**FAIR MARKET VALUE:** \$0.00

**APPRAISED VALUE:** \_\_\_\_\_  
**YEAR:** \_\_\_\_\_

TAX YEAR	NET TAX	SPECIAL	INT	PEN	TOTAL
2014	-	72.32	\$55.69	\$27.84	\$155.85
2015	-	88.16	\$57.30	\$28.65	\$174.11
2016	-	86.70	\$45.95	\$22.97	\$155.62
2017	-	86.83	\$35.60	\$17.80	\$140.23
2018	-	86.84	\$25.18	\$12.59	\$124.61
2019	-	87.93	\$14.95	\$7.48	\$110.36
2020	-	86.69	\$4.34	\$2.17	\$93.20
	<b>\$0.00</b>	<b>\$595.47</b>	<b>\$239.01</b>	<b>\$119.50</b>	

**SPECIAL OVER 7500:** NA

**TAX TOTALS:** \$953.98

In-Rem Fee	\$275.00
Boarding Fee	\$0.00
Appraisal Fee	\$0.00
Newspaper Sale ad	\$0.00
Lawn & Snow Care	\$0.00

**FEE & COST TOTAL:** \$275.00

**GRAND TOTAL:** \$1,228.98

<b>DISPOSITION:</b>	_____	
<b>TO:</b>	_____	
<b>ON</b>	_____	
<b>TOTAL COSTS:</b>	<u>\$1,228.98</u>	GENERAL RECEIPT NUMBERS
<b>SOLD / DONATED FOR:</b>	_____	
<b>PROFIT OR (LOSS):</b>	_____	
	<b>NO:</b> _____	
	<b>NO:</b> _____	



Office of the Development Director  
Peter Wagner, AICP  
5043 Chester Lane  
Racine, WI 53402  
www.caledoniawi.com

office: 262-835-6446  
fax: 262-835-2388  
email: pwagner@  
Caledonia-wi.gov

November 12, 2021

Jonathan Delagrave  
Racine County Executive  
Racine County Courthouse  
730 Wisconsin Avenue  
Racine, WI 53403

Jeffrey Latus  
Racine County Treasurer  
Racine County Courthouse  
730 Wisconsin Avenue  
Racine, WI 53403

RE: Parcel Acquisition Along Lakeshore Drive  
Parcel ID Nos. 104-04-23-08-0114-000, 104-4-23-08-290-010

Dear Jonathan Delagrave and Jeffrey Latus:

The Racine County Treasurer's Office contacted our Village regarding the transfer of ownership of two parcels along Lakeshore Drive containing approximately 0.1149 acres. These parcels are located along the shores of Lake Michigan abutting Village owned property, Chapla Park. The Village asks that the County transfer the property to the Village of Caledonia without seeking reimbursement of any special charges, assessments, or taxes in this matter as the Village, upon transfer, will maintain the parcels.

It is with the understanding that upon receipt of this request, the Racine County Finance and Human Resources Committee will review the request for recommendation to the Racine County Board. If this receives a positive recommendation from the Committee, we will ask the Village Board to adopt a formal resolution prior to County Board action.

Please contact me if you have any questions regarding the matter or need addition documentation from the Village to complete the transfer of ownership for said parcels. You can reach me via email at [pwagner@caledonia-wi.gov](mailto:pwagner@caledonia-wi.gov) or 262-835-6446.

Sincerely,

A handwritten signature in black ink that reads "Peter Wagner". The signature is written in a cursive, flowing style.

Peter Wagner, AICP  
*Development Director*

Village of Caledonia  
5043 Chester Lane  
Racine, WI 53402

REQUEST FOR COUNTY BOARD ACTION

YEAR	<u>2021</u>		Resolution Request
			Ordinance Request
		X	Action of Committee Only

Requestor/Originator: Human Service Dept - Hope Otto

Person knowledgeable about the request who will appear and present before the Committee and County Board (2nd Reading) Hope Otto  
If a person is not in attendance the item may be held over.

Does the County Executive know of this request: Yes

If related to a position or position change, Does the Human Resources Director know of this request: Yes

Does this request propose the expenditure, receipt or transfer of any funds? No

If the answer is "YES". A fiscal note is required. If Fiscal Note is not created by Finance, send to Finance & Budget Manager before it goes to Committee.

Committee/Individual Sponsoring: Finance & Human Resources Committee

Date Considered by Committee: 12/15/2021 Date of County Board Meeting to be Introduced: \_\_\_\_\_

1st Reading:  1st & 2nd Reading:  \*

\* If applicable, include a paragraph in the memo explaining why 1st and 2nd reading is required.

Signature of Committee Chairperson/Designee: \_\_\_\_\_

**SUGGESTED TITLE OF RESOLUTION/ORDINANCE/REPORT:**

Action of the committee:  
Request salary offer for CSP Supervisor candidate above mid-point for non-rep exempt BE45

The suggested title should contain what the Committee is being asked to take action on (ex: Authorize, Approve) . If the action includes a transfer this must be included in the title.

**SUBJECT MATTER:**

The attached memo describes in detail the nature of resolution /ordinance /report and any specific facts which you want included in resolution/ordinance/report must be attached.

If requesting a multi year contract a copy of the contract or draft contract must be attached

Any request which requires the expenditure or transfer of funds must be accompanied by a fiscal note that shows the specific amount being transferred and the account number from which these funds will be taken and to which they will be transferred.

**THIS FORM MUST BE FILLED OUT COMPLETELY PRIOR TO YOUR APPEARANCE BEFORE A COMMITTEE.**



## Racine County Human Services

Hope Otto  
1717 Taylor Avenue  
Racine, WI 53403  
262-638-6646  
Hope.Otto@racinecounty.com

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To: Robert Miller, Chairman, Finance and Human Resources Committee

From: Hope Otto, Director, Racine County Human Services Department

Subject: Request permission to hire position above midpoint

Date: December 6, 2021

The CSP Supervisor position is a full-time Racine County Employee classified as a BE45 with a salary range of \$65,000 to \$90,001. Human Services has encountered difficulty in recruiting and retaining skilled licensed professional clinical staff. This candidate has strong clinical experience and has the skill set we need. We are requesting to offer the position at the rate of \$87,360 to be competitive.

Sincerely,

Hope Otto, Director  
Racine County Human Services Department

REQUEST FOR COUNTY BOARD ACTION

YEAR	<u>2022</u>	<input checked="" type="checkbox"/>	Resolution Request
		<input type="checkbox"/>	Ordinance Request
		<input type="checkbox"/>	Report Request

Requestor/Originator: Human Services Department - Hope Otto

Person knowledgeable about the request who will appear and present before the Committee and County Board (2nd Reading) Hope Otto/designee  
If a person is not in attendance the item may be held over.

Does the County Executive know of this request: Yes

If related to a position or position change, Does the Human Resources Director know of this request: Yes

Does this request propose the expenditure, receipt or transfer of any funds? Yes

If the answer is "YES". A fiscal note is required. If Fiscal Note is not created by Finance, send to Finance & Budget Manager before it goes to Committee.

Committee/Individual Sponsoring: Finance & Human Resources Committee

Date Considered by Committee: 12/15/2021 Date of County Board Meeting to be Introduced: 1/11/2022

1st Reading:  1st & 2nd Reading:  \*

\* If applicable, include a paragraph in the memo explaining why 1st and 2nd reading is required.

Signature of Committee Chairperson/Designee: \_\_\_\_\_

**SUGGESTED TITLE OF RESOLUTION/ORDINANCE/REPORT:**

Addition of 1 FTE Public Health Strategist, title change of Registered Sanitarian to Environmental Health Sanitarian, and adding additional grant revenue of \$978,000 to the Public Health Division 2022 Budget.

The suggested title should contain what the Committee is being asked to take action on (ex: Authorize, Approve) . If the action includes a transfer this must be included in the title.

**SUBJECT MATTER:**

The attached memo describes in detail the nature of resolution /ordinance /report and any specific facts which you want included in resolution/ordinance/report must be attached.

If requesting a multi year contract a copy of the contract or draft contract must be attached

Any request which requires the expenditure or transfer of funds must be accompanied by a fiscal note that shows the specific amount being transferred and the account number from which these funds will be taken and to which they will be transferred.

**THIS FORM MUST BE FILLED OUT COMPLETELY PRIOR TO YOUR APPEARANCE BEFORE A COMMITTEE.**

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	CURRENT BALANCE	TRANSFER	BUDGET AFTER TRANSFER	BALANCE AFTER TRANSFER
<b>HUMAN SERVICES - BUDGET PAGE 38-8-11</b>						
COVID GRANT REVENUE	4421725.304000	(1,792,587)	(1,792,587)	(978,000)	(2,770,587)	(2,770,587)
<b>TOTAL SOURCES</b>				<b>(978,000)</b>		
<b>HUMAN SERVICES - BUDGET PAGE 38-8-11</b>						
WAGES	4421725.401000	1,361,457	1,361,457	276,500	1,637,957	1,637,957
WORKER'S COMP	4421725.402210	13,619	13,619	2,765	16,384	16,384
SOCIAL SECURITY	4421725.402220	104,151	104,151	21,150	125,301	125,301
RETIREMENT	4421725.402230	88,196	88,196	17,940	106,136	106,136
DISABILITY INSURANCE	4421725.402240	13,573	13,573	2,760	16,333	16,333
GROUP INSURANCE	4421725.402260	276,144	276,144	52,625	328,769	328,769
LIFE INSURANCE	4421725.402270	559	559	115	674	674
PUBLIC LIABILITY	4421725.436000	20,418	20,418	4,145	24,563	24,563
CONTRACTED SERVICES	4421725.404500	69,150	69,150	600,000	669,150	669,150
<b>TOTAL USES</b>				<b>978,000</b>		
				<b>0</b>		

**These Public Health Strategist position costs are included in the individual account transfers above:**

WAGES	4421725.401000	64,896
WORKER'S COMP	4421725.402210	487
SOCIAL SECURITY	4421725.402220	4,965
RETIREMENT	4421725.402230	5,257
DISABILITY INSURANCE	4421725.402240	649
GROUP INSURANCE	4421725.402260	14,500
LIFE INSURANCE	4421725.402270	323
PUBLIC LIABILITY	4421725.436000	714
<b>TOTAL STAFF COST</b>		<b>91,791</b>

FINANCE COMMITTEE RECOMMENDATION

After reviewing the Resolution/Ordinance and fiscal information supplied, your Finance Committee recommends FOR--AGAINST adoption.

REASONS

FOR	AGAINST

FTE	POSITION	GRADE	WAGES	FRINGES	CONTRACT	TOTAL
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Position will be effective January 1, 2022

**HUMAN SERVICES - PUBLIC HEALTH**

-3.000	REGISTERED SANITARIAN	HN35				
3.000	ENVIRONMENTAL HEALTH SANITARIAN	HN35				
1.000	PUBLIC HEALTH STRATEGIST	HE40	64,896	26,895		91,791
<u>1.000</u>	<b>Total for HUMAN SERVICES</b>		<u>64,896</u>	<u>26,895</u>	<u>0</u>	<u>91,791</u>

This fiscal note approves the title change of Registered Sanitarian to Environmental Health Sanitarian and the addition of a Public Health Strategist grade HE40 effective January 1, 2022. The Public Health Strategist position will be sunset if the funding is removed or additional funding is not available. The additional Personnel Costs are budgeted for existing staff for our COVID-19 response.





## Racine County Human Services

Hope Otto  
1717 Taylor Avenue  
Racine, WI 53403  
262-638-6646  
Hope.Otto@racinecounty.com

To: Robert Miller, Chairman, Finance and Human Resources Committee

From: Hope Otto, Director, Racine County Human Services Department

Subject: Request permission to increase covid revenue, add 1FTE-Public Health Strategist, and change title of a position--Sanitarian

Date: December 6, 2021

### **Acceptance of Grant Funds to Racine County Public Health Division's Budget:**

In October 2021, Local Public Health Departments in Wisconsin, including Central Racine County Health Department (CRCHD), received additional grant funds to help support their COVID-19 response efforts as well as other work that has not been able to be at full capacity due to the pandemic. These are important grant funds in that they are for multiple years which provides for ongoing infrastructure support. The additional grants are comprised of three funding streams: COVID-19 ARPA for \$780,000, COVID-19 Immunization for \$120,000 and Public Health Emergency Preparedness Workforce for \$78,000. These funds were accepted by Central Racine County Health Department's Board of Health on October 21<sup>st</sup>, 2021. One such use of these funds was the creation of a third Public Health Strategist position (see below). The grants also cover salaries and benefits for COVID-19 response, and continuation of contact tracing work.

### **Addition of New Public Health Strategist:**

The new Public Health Strategist position was created to address the ongoing COVID-19 pandemic which has not abated. For example, CRCHD had over 500 COVID-19 cases reported on Monday, November 29, 2021. Grant funding for this position was allocated to CRCHD (and Racine County in 2022) from the federal government via the State of Wisconsin to address workforce shortages. These grant funds are described above. Current staffing per capital for CRCHD is 2 times less than the average Wisconsin Local Health Department and 3 times less than the national average. By way of illustration, CRCHD has 1.0 local health department levy staff per 10,000 people compared with 3.2 and 4.1 local health department levy staff at the state and national level respectively. The new Public Health Strategist position will be 100% grant funded and will sunset when new grant funds run out if new funds are not available.

### **Job Title Correction:**

The current budget and associated organizational chart incorrectly lists a position as "Registered Sanitarian". The position should be entitled Environmental Health Sanitarian.

Sincerely,

Hope Otto, Director  
Racine County Human Services Department

REQUEST FOR COUNTY BOARD ACTION

YEAR	2021	<input checked="" type="checkbox"/>	Resolution Request
		<input type="checkbox"/>	Ordinance Request
		<input type="checkbox"/>	Report Request

Requestor/Originator: Sarah Kidd - Assistant Corporation Counsel

Person knowledgeable about the request who will appear and present before the Committee and County Board (2nd Reading) Sarah Kidd

Does the County Executive know of this request: Yes

If related to a position or position change, Does the Human Resources Director know of this request: Yes

Does this request propose the expenditure, receipt or transfer of any funds? Yes

If the answer is "YES". A fiscal note is required. If Fiscal Note is not created by Finance, send to Finance & Budget Manager before it goes to Committee.

Committee/Individual Sponsoring: Finance & Human Resources

Date Considered by Committee: 12/15/2021 Date of County Board Meeting to be Introduced: 1/11/2022

1st Reading: [ ] 1st & 2nd Reading: [x] \*

\* If applicable, include a paragraph in the memo explaining why 1st and 2nd reading is required.

Signature of Committee Chairperson/Designee:

SUGGESTED TITLE OF RESOLUTION/ORDINANCE/REPORT:

RESOLUTION BY THE FINANCE AND HUMAN RESOURCES COMMITTEE AUTHORIZING THE ASSIGNMENT OF A LEASE AGREEMENT FROM THE CENTRAL RACINE COUNTY HEALTH DEPARTMENT WITH BADGER HOUSING ASSOCIATES III, LLP, TO RACINE COUNTY AS NECESSARY FOR THE TRANSITION OF PUBLIC HEALTH SERVICES TO THE RACINE COUNTY PUBLIC HEALTH DIVISION

The suggested title should contain what the Committee is being asked to take action on (ex: Authorize, Approve) . If the action includes a transfer this must be included in the title.

SUBJECT MATTER:

The attached memo describes in detail the nature of resolution /ordinance /report and any specific facts which you want included in resolution/ordinance/report must be attached.

If requesting a multi year contract a copy of the contract or draft contract must be attached

Any request which requires the expenditure or transfer of funds must be accompanied by a fiscal note that shows the specific amount being transferred and the account number from which these funds will be taken and to which they will be transferred.

THIS FORM MUST BE FILLED OUT COMPLETELY PRIOR TO YOUR APPEARANCE BEFORE A COMMITTEE.

RESOLUTION NO. 2021-

RESOLUTION BY THE FINANCE AND HUMAN RESOURCES COMMITTEE AUTHORIZING THE ASSIGNMENT OF A LEASE AGREEMENT FROM THE CENTRAL RACINE COUNTY HEALTH DEPARTMENT WITH BADGER HOUSING ASSOCIATES III, LLP, TO RACINE COUNTY AS NECESSARY FOR THE TRANSITION OF PUBLIC HEALTH SERVICES TO THE RACINE COUNTY PUBLIC HEALTH DIVISION

To the Honorable Members of the Racine County Board of Supervisors:

WHEREAS, the Central Racine County Health Department (CRCHD) is entering into a five-year lease with one option for a three year extension with Badger Housing Associates III, LLP, as set forth in Exhibit A, subject to such terms, conditions, and amendments deemed necessary and agreed upon by the parties, for the specified portion of the property located at 9531 Rayne Road, Sturtevant, WI 53177, which shall be the location of the newly created Racine County Public Health Division; and

WHEREAS, as part of the transition of public health services from the CRCHD to Racine County, the County must, as necessary and appropriate, transfer and assign CRCHD's contractual rights and duties to the County for operation of a local health department.

NOW THEREFORE BE IT RESOLVED by the Racine County Board of Supervisors that the execution of a notice of assignment transferring CRCHD's contractual obligations to Racine County and entry into a five-year lease with one option for a three year extension with Badger Housing Associates III, LLP, as set forth in Exhibit A, for the specified portion of the property located at 9531 Rayne Road, Sturtevant, WI 53177, which shall be the location of the newly created Racine County Public Health Division, is hereby authorized and approved; and

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that the fiscal note as set forth in Exhibit B, that is attached hereto, is authorized and approved; and

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that all agreements shall incorporate such terms, conditions and amendments as the Corporation Counsel, Finance Director, and Human Services Director deem necessary and appropriate; and

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that any two of the County Clerk, the County Executive and/or the County Board Chairman are authorized to execute any contracts, agreements, amendments or other documents necessary to carry out the intent of this resolution.

Res. 2021-XX  
Page Two

Respectfully submitted,

1  
2 1st Reading \_\_\_\_\_  
3  
4 2nd Reading \_\_\_\_\_  
5  
6 BOARD ACTION  
7 Adopted \_\_\_\_\_  
8 For \_\_\_\_\_  
9 Against \_\_\_\_\_  
10 Absent \_\_\_\_\_

**FINANCE AND HUMAN RESOURCES  
COMMITTEE**

\_\_\_\_\_  
Robert N. Miller, Chairman

\_\_\_\_\_  
Q.A. Shakoor, II, Vice-Chairman

\_\_\_\_\_  
Russell Clark, Secretary

11  
12 VOTE REQUIRED: 2/3 M.E.  
13  
14 Prepared by:  
15 Corporation Counsel

\_\_\_\_\_  
Nick Demske

\_\_\_\_\_  
John A. Wisch

\_\_\_\_\_  
Thomas Pringle

\_\_\_\_\_  
Donald J. Trottier

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26  
27 **The foregoing legislation adopted by the County Board of Supervisors of  
28 Racine County, Wisconsin, is hereby:**

29 **Approved:** \_\_\_\_\_

30 **Vetoed:** \_\_\_\_\_

31  
32 **Date:** \_\_\_\_\_,

33  
34  
35 \_\_\_\_\_  
36 **Jonathan Delagrave, County Executive**

37 **INFORMATION ONLY**

38  
39 **WHEREAS**, the governing bodies of the County, all Member Municipalities of the  
40 Central Racine County Health Department (CRCHD), and the Villages of Elmwood Park  
41 and Wind Point have authorized entry into an Intergovernmental Agreement to facilitate  
42 and assist in accomplishing the creation of the Racine County Public Health Division; and  
43

44 **WHEREAS**, the County has agreed to, consistent with the provisions set forth in  
45 the Intergovernmental Agreement and all applicable law, establish a Racine County  
46 Public Health Division that shall be adequately staffed, equipped, and supplied to provide

47 Res. 2021-XX  
48 Page Three

49  
50 public health services to the residents of all Member Municipalities and the Villages of  
51 Elmwood Park and Wind Point; and

1  
2           **WHEREAS**, the lease executed by the CRCHD for their current facility will expire  
3 in 2022, and, accordingly, CRCHD has identified an appropriate new facility and is  
4 working to authorize the lease agreement; and

5  
6           **WHEREAS**, to facilitate the transition and avoid interruption of essential services,  
7 Racine County should also authorize the terms of the lease, as CRCHD will transition to  
8 a County-run health department on January 1, 2022 and is expected to take occupancy  
9 of the new space in mid-2022.

**EXHIBIT A**

**COMMERCIAL LEASE**

THIS LEASE, made this \_\_\_\_ day of November, 2021, between Badger Housing Associates III, LLP (hereinafter referred to as "Landlord"), and Central Racine County Health Department, (hereinafter referred to as "Tenant").

**WITNESSETH:**

1. **DEMISE.** Landlord, subject to the terms and conditions hereof, leases to Tenant for the period specified in paragraph 2 hereof, the Demised Premises, hereinafter referred to as the "Demised Premises," known and described as follows:

Approximately 9,597 RSF of office space on the 1<sup>st</sup> floor of the building located at 9531 Rayne Road, Sturtevant, WI 53177 as set forth on the attached Exhibit A.

2. **TERM.** Tenant takes from Landlord the Demised Premises upon the terms and conditions herein set forth, to have and to hold same for a period of five (5) years commencing the 1<sup>st</sup> day of July, 2022 (the "Commencement Date"), and ending on the 30<sup>th</sup> day of June, 2027. Tenant. Tenant shall have access to the Demised Premises thirty (30) days prior to the Commencement Date at no cost to Tenant to install its tele/data cabling, furniture systems, etc.

3. **OPTION TO EXTEND.** Tenant may extend the term of the Lease for one (1) period of three (3) years for all or any portion of the Demised Premises upon not less than six (6) months written notice to Landlord. Such extension of the term of the Lease shall be upon the same terms as contained in the Lease, including the annual two percent (2%) increase in the rental amount.

4. **RENTAL.** Tenant agrees to pay the Landlord for the Demised Premises an annual rental of One Hundred Seventy-Seven Thousand Five Hundred Forty-Four and 50/100 Dollars (\$177,544.50), payable in equal monthly installments in advance on the 1st day of each calendar month in the sum of Fourteen Thousand Seven Hundred Ninety-Five and 38/100 Dollars (\$14,795.38), without any setoff or counterclaim whatsoever, with the first payment to be made on the commencement of occupancy by the Tenant. The rental amount includes all operating expenses such as but not limited to: utilities, in-suite janitorial services, site maintenance, snow and lawn services, trash removal and real estate taxes. Tenant covenants to make all rental payments to the Landlord at such place as the Landlord may designate from time to time. The rental amount shall increase two percent (2%) annually as set forth below:

<u>Year</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
2	\$181,095.39	\$15,091.28

3	\$184,717.30	\$15,393.11
4	\$188,411.65	\$15,700.97
5	\$192,179.88	\$16,014.99

5. TENANT IMPROVEMENT ALLOWANCE. Landlord is to provide a turn-key buildout of the Demised Premises for Tenant with the following specifications and as set forth on Exhibit B attached hereto:

1. New flooring (2x2 carpet tiles, luxury vinyl tile in reception and clinic spaces and luxury vinyl tile in the IT space and storage).
2. New building standard lighting and 2x2 ceiling grid;
3. New paint (1 primary color and up to 2 accent colors);
4. All office and conference room doors will be solid wood with glass side lights;
5. Underground portion of the extra bathroom.

The estimate for the above improvements as of November 29, 2021 is \$230,000.00 and is set forth on Exhibit C attached hereto. Landlord and Tenant shall each pay 50% of the cost of the improvements which shall be paid prior to the Commencement Date. Landlord will act as architect and coordinate the construction of the improvements with approval from Tenant.

6. BUILDING ACCESS & HOURS OF OPERATION. Tenant shall be granted access to the Demised Premises seven (7) days per week, twenty-four (24) hours per day and Tenant and Tenant's employees will be provide with the appropriate keys to access the Demised Premises during these days/times.

7. ADDITIONAL AND PAST-DUE RENT. Tenant shall pay, as additional rent, all charges required to be paid by Tenant under this Lease, whether or not they are specifically designated as additional rent. If Tenant fails to pay any rent or additional rent when the sum is due, the unpaid amount shall, at Landlord's option and without waiving any other right of Landlord, bear interest from the due date to the date of payment at the greater of eighteen percent (18%) per annum or the highest interest rate allowable by law.

8. DEFAULT BY TENANT. The following events constitute defaults by Tenant:

- a. The nonpayment by Tenant of any sum required hereunder to be paid by Tenant within ten (10) days of the stated due date.

b. The nonperformance by Tenant of any other covenant or condition of the Lease which is not cured within thirty (30) days after notice thereof from the Landlord.

c. Any affirmative act of insolvency by Tenant or the filing by Tenant of any petition under any bankruptcy, reorganization or insolvency or moratorium law or any law for any relief of or relating to debtors.

d. The filing of any involuntary petition under any bankruptcy statute against Tenant or the appointment of any receiver or trustee to take possession of the property of Tenant, unless such petition or appointment is satisfied or withdrawn or ceases to be in effect within thirty (30) days of the date of the filing or appointment.

9. REMEDIES UPON DEFAULT.

a. RIGHT TO TERMINATE LEASE AGREEMENT. Upon default, Landlord may, at its option, terminate this Lease and term demised upon giving ten (10) days written notice to Tenant. Any of the above-described events of default shall be sufficient for Landlord to exercise this option to terminate.

b. LANDLORD'S OPTION TO CURE TENANT'S BREACH. In the event of any breach hereunder by Tenant, either in payment of insurance premiums, taxes or utilities or in making of repairs or maintenance, the Landlord may immediately or at any time thereafter without notice cure such breach at the expense of the Tenant. If the Landlord is compelled to make such payments or elects to pay any monies or do any act which is required to cure said breach by the Tenant, the Landlord shall, in addition to the expenses incurred, receive from the Tenant as additional rent the sum so paid by the Landlord with interest at the rate of eighteen (18%) percent per annum from the date of disbursement until paid by the Tenant.

c. RE-ENTRY BY LANDLORD. Upon the termination of this Lease for any of the reasons stated above, the Landlord may re-enter the Demised Premises, with or without process of law, and remove all persons and chattels therefrom, and Landlord shall not be liable for damages or otherwise by agreement. Notwithstanding such termination the liability of the Tenant for the rent and any additional rent provided for herein shall not be extinguished for the balance of the term or any extended term as the case may be, which would have remained but for such early termination. The Tenant shall be entitled to credit for such net amount of rent realized by the Landlord on leasing the Demised Premises to others during the balance of said term after first deducting all expenses in connection with such releasing, including necessary building alterations, commissions, attorneys' fees, taxes and charges agreed to by the Tenant to be paid by the Tenant herein.



10. OBLIGATIONS OF LANDLORD. Landlord agrees that it will furnish the services set forth on Schedule 1 and provide/pay the following:

a. Furnish heating and air-conditioning, at Landlord's expense, to a temperature and humidity condition required in Landlord's judgment for comfortable occupancy of the Demised Premises under normal business operations daily, Sundays and holidays excepted unless Tenant specifically requests Sundays and holidays be included.

b. Pay all operating expenses of the Demised Premises (i.e. utilities and in suite janitorial services, etc.)

c. Make all normal repairs to the exterior of the building and the Demised Premises and to repair the roof, exterior walls and foundation as such becomes necessary. Landlord reserves the right to enter the Demised Premises and inspect the same to determine what repairs may be necessary. Landlord does not warrant that any of the services referred to above or any other services which Landlord may supply will be free from interruption, Tenant acknowledging that any one or more of such services may be suspended by reason of accident or repairs, alterations or improvements necessary to be made or by reason of causes beyond the reasonable control of Landlord. Any such interruption of service shall not be deemed an eviction or disturbance of Tenant's use and possession of the Demised Premises or any part thereof, or render Landlord liable to Tenant for damages by abatement of rent or otherwise or relieve Tenant from performance of Tenant's obligations under this Lease, however, if such interruption persists for a period of forty-five (45) days, Tenant may terminate this Lease upon written notice to Landlord.

d. Pay real estate taxes on the Demised Premises.

11. OBLIGATIONS OF TENANT. Tenant agrees that it will:

a. Observe such rules and regulations as from time to time may be put in effect by Landlord for the general safety, comfort and convenience of Landlord, occupants and tenants of the building. Any failure by Landlord to enforce any rules and regulations against Tenant or against any other Tenant in the building shall not constitute a waiver thereof.

b. Provide for its own internet and phone services and data cabling.

c. Commit no waste on the Demised Premises.

d. Give Landlord, its agents and employees, mortgagees and other person or persons authorized by Landlord access to the Demised Premises at all reasonable times, without charge or diminution of rent to enable Landlord and/or hereinbefore mentioned to

examine the same and to make such repairs, additions and alterations as Landlord may deem advisable. Except as expressly provided otherwise in this Lease, there shall be no allowance to Tenant for diminution of rent and no liability on the part of Landlord by reason of inconvenience, annoyance, or injury to the business arising from the making of any repairs, alterations, additions or improvements in or to any portion of the building or the Demised Premises, or in and to the fixtures, appurtenances and equipment thereof.

e. Upon the termination of this Lease in any manner whatsoever, remove Tenant's goods and effects and those of any other persons claiming under Tenant, and quit and deliver up the Demised Premises to Landlord peaceably and quietly in as good order and condition as the same are now or hereafter may be improved by Landlord or Tenant, reasonable use and wear thereof and repairs which are Landlord's obligations excepted.

f. Not make any alteration of or addition to the Demised Premises without the written approval of Landlord.

g. At Tenant's own expense, cause to be discharged, within ten (10) days of the filing thereof, any construction lien filed against the Demised Premises or the building for work claimed to have been done for, or materials claimed to have been furnished to Tenant; provided, however, that in the event of a good faith dispute by Tenant as to the validity of such lien, Tenant shall have the right, in lieu of discharging said lien, to furnish Landlord within such ten (10) day period, with a bond satisfactory to Landlord, indemnifying Landlord against loss by reason of any such lien.

h. Comply with all laws, orders, ordinances, and regulations of federal, state, county and municipal authorities and with any direction made pursuant to law of any public officer or officers which shall, with respect to the use of the Demised Premises or to any abatement of nuisance, impose any duty upon Landlord or Tenant arising from Tenant's use of the Demised Premises or from conditions which have been created by or at the instance of Tenant or by reason of a breach of any of Tenant's covenants or agreements hereunder. Tenant shall not be responsible for any capital improvements required.

i. Place no signs, lights or lettering on the exterior walls, in the window or on the roof of the building, or anywhere on the Demised Premises without the Landlord's written approval. Landlord agrees not to withhold approval unreasonably.

## 12. INSURANCE COVERAGE - TENANT AND LANDLORD OBLIGATIONS.

a. Tenant shall maintain at its own cost and expense:

i. Property coverage, including coverage for damage to plate glass located at the Demised Premises, on a Special Cause of Loss form with an insurance carrier admitted to do business in the State of Wisconsin, covering all of tenant's business personal property, their stock, any property of others in their care, custody or control, improvements and alterations made to subject premise. Form shall be on a Replacement Cost basis with an Agreed Amount endorsement; and

ii. Commercial General Liability insurance in the amount of \$1,000,000 per occurrence, \$2,000,000 annual aggregate, covering bodily injury and property damage the tenant should become legally liable to pay. Tenant's insurance carrier shall name landlord as an Additional Insured on a Primary and Non-contributory basis, and shall provide 30 days' notice of cancellation of any insurance policy stipulated in these requirements; and

iii. Tenant shall provide Worker's Compensation coverage in accordance with Wisconsin State Statute. Said Worker's Compensation shall contain a Waiver of Subrogation endorsement in favor of landlord; and

iv. Tenant shall provide automobile insurance for any corporate owned vehicle in an amount of not less than \$1,000,000 Combined Single Limit for bodily injury and property damage; and

v. To the maximum extent provided by insurance policies which may be owned by Tenant and Landlord, Tenant and Landlord, for the benefit of each other, hereby waive any and all rights of subrogation which might otherwise exist for their respective insurance carriers.

vi. Tenant shall be responsible for any and all damage caused by Tenant to the plate glass in the Demised Premises.

vii. Fire coverage covering all personal property, fixtures, merchandise, supplies, goods and leasehold improvements owned by Tenant and located at the Demised Premises.

b. Landlord shall maintain at its own cost and expense:

i. During the term of this Lease, Landlord shall keep in force a standard form of fire insurance policy with extended coverage endorsement added, as from time to time issued, covering the building of which the Demised Premises are a part.

ii. Landlord shall obtain and keep in force during the Lease Term a policy or policies with loss payable to Landlord and to the holders of any mortgages, deeds of trust or ground leases on the Premises, Land or Building ("Lender(s)"), insuring loss or damage to the Building and the Common Area. The amount of such insurance shall be equal to the full replacement cost thereof, as the same shall exist from time to time, but in no event more than the commercially reasonable and available insurable value thereof if, by reason of the unique nature or age of the improvements involved, such latter amount is less than full replacement cost. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake), including coverage for the cost of debris removal and reasonable amounts of coverage for the cost of complying with any ordinance or law regulating the reconstruction or replacement of any undamaged sections of the Building or other improvements required to be demolished or removed by reason of the enforcement of any building, zoning, safety or land use laws as the result of a covered cause of loss. Said policy or policies shall also contain (i) an agreed valuation provision in lieu of any coinsurance clause and (ii) a mutual waiver of subrogation clause.

13. SUBROGATION WAIVER. Landlord shall not be liable to the Tenant and the Tenant shall not be liable to Landlord for damage to or destruction of the Demised Premises or the whole of which they are a part, or the contents thereof, from any cause covered by fire and extended coverage insurance actually carried by either Landlord or Tenant, notwithstanding the fact that said damage or destruction was caused by the negligence of either Landlord or Tenant. The parties hereto agree that they will cause written notice to be given to their respective insurance carriers of this waiver of rights, and that each of them shall cause their respective insurance carriers to place upon applicable insurance policies an endorsement reading substantially as follows:

*"It is hereby stipulated that this insurance shall not be invalidated should the insured waive in writing prior to any loss, any or all right of recovery against any party for loss occurring to the property described herein."*

It is further specifically agreed that the provisions hereof shall be deemed to constitute the waiver in writing required by the terms of said clause.

14. ALTERATIONS AND IMPROVEMENTS. Tenant may make alterations or improvements to the Demised Premises at its own expense upon first obtaining Landlord's permission in writing. The Landlord may not withhold its permission unreasonably. Tenant may remove at its own expense and without material damage to the Demised Premises or grounds all equipment, fixtures, machinery, personal property and other similar items owned and installed by the Tenant in the Demised Premises unless, if the Tenant prefers and the Landlord consents in

writing, the Tenant may leave said items on the Demised Premises in which event they become the property of the Landlord. Tenant at its own expense shall repair any damage it caused by removal of its equipment, etc. Tenant may also remove all alterations it made in the Demised Premises and at its own expense, shall repair such damage as is caused by such removal, unless upon request by the Tenant and at the Landlord's option, such alterations may remain, in which event they become the property of the Landlord.

15. TENANT HOLDING OVER. In the event the Tenant shall hold over after the expiration of the term demised for a sufficient period of time to create a renewal of the Lease Agreement by operation of law, such tenancy shall be construed to be a periodic month to month tenancy ruled by the terms of this Agreement. Any month to month tenancy created pursuant to this paragraph that exceeds three (3) consecutive one-month periods following the Lease expiration shall incur a penalty to be determined by Landlord that shall not be more than 125% of the rental amount in place at the expiration of the Lease.

16. DAMAGE OR DESTRUCTION BY FIRE OR OTHER CASUALTY. In the event that the Demised Premises shall be destroyed or so damaged by fire, explosion, windstorm or other casualty, as to be untenable, the Landlord shall restore the Demised Premises within a reasonable time after such destruction or damage and the rent shall abate on a per diem thirty (30) day month basis during the period that restoration is incomplete. In the event the damage does not render the Demised Premises untenable, the Landlord shall restore the Demised Premises with reasonable dispatch and while such damage is being repaired the Tenant shall be entitled to an equitable abatement of rent. However, Landlord shall not be responsible for the restoration, repair and replacement of such Tenant improvements, fixtures and equipment as were placed in the Demised Premises by the Tenant before the damage occurred. Following restoration by the Landlord as set forth herein, Tenant shall promptly perform restoration of its improvements, fixtures and equipment so as to restore it to its original condition immediately preceding the damage as soon as practicable following completion of Landlord's restoration work.

Landlord and Tenant shall not be liable for or responsible for any delays in rebuilding or repairing due to strikes, riots, Acts of God, national or public emergencies, government laws or regulations, inability to procure materials or labor, or any other causes beyond Landlord's or Tenant's control.

17. EMINENT DOMAIN. In the event any portion of the Demised Premises is taken from Landlord or Tenant under Eminent Domain Proceedings, both Landlord and Tenant shall have and retain any rights either may have to any award arising as a result of the Eminent Domain Proceedings as may be provided by law from time to time.

18. RIGHT TO DIRECT PAYMENTS. If, at the time of Tenant's default, Tenant has subleased the Demised Premises, after fifteen (15) days' written notice as to any default,

Landlord shall have the right, without terminating this Lease, to succeed to all interests of Tenant under the sublease and to demand that the subtenant make all payments directly to Landlord. Tenant hereby authorizes and directs the subtenant, upon Landlord's demand, to make the payments directly to Landlord, and the direct payments shall not constitute a default on the subtenant's part.

19. ASSIGNMENT AND SUBLETTING. Tenant will not, without the written consent of Landlord first obtained in each case, which consent will not be unreasonably withheld or delayed, sublet, assign, or transfer this Lease or all or any portion of the Demised Premises to any other parties. Each assignee or transferee shall assume and be deemed to have assumed this Lease and shall be and remain liable jointly and severally with Tenant for the payment of the rent, additional rent and adjustments of rent, and for the due performance of all terms, covenants, conditions and agreements herein contained on Tenant's part to be performed for the term of this Lease. This Lease shall be assignable by the Landlord without notice to the Tenant.

20. NOTICE TO MORTGAGEE. In the event of any act or omission by Landlord which would give Tenant the right to terminate this Lease or to claim a partial or total eviction, Tenant will not exercise any such right until: (1) it has given written notice of such act or omission to the holder of any first mortgage affecting the building or the building and the land upon which it is erected, whose name and address shall have been furnished to Tenant in writing, by delivering such notice of such act or omission addressed to such holder at the last address so furnished; and (2) a reasonable period of remedying such act or omission shall have elapsed following such giving of notice provided by any such holder, with reasonable diligence, shall, following the giving of such notice, have commenced and continued to remedy such act or omission or to cause the same to be remedied.

21. SUBORDINATION OF LEASE TO MORTGAGES. This Lease is and shall at all times be subject and subordinate to the lien of any first mortgage(s), regardless of amount, now or hereafter placed on or against the land, the building and/or Landlord's interest in either, without the necessity of Tenant executing or delivering any further instruments to effectuate such subordination; provided, however, Tenant agrees to execute and deliver upon demand such further instruments evidencing such subordination of this Lease to the lien of any such first mortgages as may be required by Landlord. Tenant agrees that, regardless of the foregoing provisions of this section, the holder of any first mortgage may, at any time, elect to have this Lease constitute a prior and superior lien to its mortgage, in which event this Lease shall be deemed prior and superior to the lien of such first mortgage upon delivery of written notice to the affect from the holder of the mortgage, regardless of whether this Lease is dated prior to or after the date of such mortgage.

22. RIGHT OF FIRST REFUSAL. Landlord grants to Tenant a right of first refusal to lease any adjacent space on the same floor as the Demised Premises subject to the same terms and conditions of this Lease, inclusive of a tenant improvement allowance, base rental rate, rent

abatement, commencement date, etc., as those proposed to and accepted by any interested third party, unless otherwise negotiated between Tenant and Landlord. Landlord shall provide notice of any potential third-party lease of any space adjacent to the Demised Premises to Tenant within fifteen (15) days of receipt of same by Landlord. Tenant shall provide notice to Landlord that it wishes to exercise its right of first refusal within fifteen (15) days of receipt of the above notice from Landlord.

23. ATTORNNMENT. If proceedings are brought for foreclosure of the Demised Premises, or if any exercise of the power of sale under any mortgage covering the Demised Premises is made, or if Landlord assigns this Lease, Tenant shall attorn to the purchaser upon any foreclosure or sale, or to the assignee, and recognize the purchaser or assignee as Landlord under this Lease.

24. ESTOPPEL STATEMENTS. Tenant agrees, at any time, and from time to time, upon not less than fifteen (15) days' notice by Landlord, to execute, acknowledge and deliver to Landlord, a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), and the dates to which the rent, additional rent and other charges have been paid, and stating whether or not to the best knowledge of the signer of such certificate, Landlord is in default in performance of any covenant, agreement, term, provision or condition contained in this Lease and, if so, specifying each such default of which the signer may have knowledge, it being intended that any such statement delivered pursuant hereto may be relied upon by any prospective purchaser or Tenant of the buildings or of the building and land upon which it is erected, any mortgagee or prospective mortgagee thereof, or any prospective assignee of any mortgage thereof. Tenant also agrees to execute and deliver such estoppel certificates as an institutional lender may require with respect to this Lease.

25. NOTICE PROVISION. All bills, statements and notices of communications which Landlord may desire or be required to give Tenant shall be deemed sufficiently given or rendered if in writing and either delivered to Tenant personally or sent by registered or certified mail addressed to Tenant at the Demised Premises, and the time of rendition thereof or the giving of such notice or communication shall be deemed to be the time when the same is delivered to Tenant or deposited in the mail as herein provided.

26. INDEMNIFICATION--TENANT SUBROGATED TO LANDLORD'S RIGHTS. Tenant shall indemnify Landlord against all liabilities, expenses, and losses incurred by Landlord as a result of injury to any person or damage to any property occurring in or about the Demised Premises. Tenant is hereby subrogated to all rights of Landlord against any other parties in connection with any such injury or damage. Landlord shall promptly notify Tenant of any claim asserted against Landlord on account of any such injury or damage, and Tenant shall have the right to defend any suit to assert or enforce such a claim with attorneys of his own selection.

27. SUCCESSORS TO LEASE. The covenants, conditions and terms of this Lease shall be binding upon the parties mutually and their respective heirs, personal representatives, successors and assigns.

28. CONDITION. The Tenant accepts the Demised Premises "as is". No representations, statement or warranty, express or implied, has been made by or on behalf of the Landlord as to the condition or suitability of the Demised Premises for the intended use.

29. MAINTENANCE. Landlord shall make all necessary repairs and improvements to the interior surfaces of the ceilings, doors, walls, interior and exterior steps and staircases, to all glass, electrical and plumbing, heating and cooling distribution systems and all other further needed repairs for the Demised Premises. The Landlord shall also at its cost, maintain and keep the following in good order, condition and repair, reasonable wear and tear excepted:

a. The foundation, load bearing walls and partitions, the super structure of the building, all main supply systems for utilities coming into the building and major repairs to the super structure which are a result of blatant defects therein.

b. All repairs and replacements shall be in quality and class at least equal to the original work found in the Demised Premises upon the commencement of the Lease.

30. PARTIAL INVALIDITY. If any provision of this Lease or any specific application shall be invalid or unenforceable, the remainder of this Lease shall not be affected and each provision of this Lease shall be valid and enforceable to the full extent permitted by law.

31. BROKERAGE FEE. Landlord shall be responsible for the brokerage fee due to Colliers International which fee is calculated at 3% of the gross aggregate lease value for the initial lease term and which shall be paid through NAI Pfefferle pursuant to the terms of the listing agreement between NAI Pfefferle and Landlord. The brokerage fee shall be paid in full at occupancy. Tenant shall have the right to offset rent in the event the brokerage fee is not received by Colliers International within thirty (30) days of the invoice date. Any brokerage fees incurred after the date of occupancy shall be paid by Tenant.

32. ENTIRE AGREEMENT. This Lease contains the entire agreement between the parties, and any agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of it in whole or in part unless such agreement is in writing and signed by both parties.

IN WITNESS WHEREOF, the respective parties hereto have caused this Lease to be executed and sealed by their duly authorized officers the day, month and year first above-written.

*--signatures on the following page--*



LANDLORD:

BADGER HOUSING ASSOCIATES III, LLP

By \_\_\_\_\_  
Robert P. Merkel, Partner

TENANT:

CENTRAL RACINE COUNTY HEALTH  
DEPARTMENT

By \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

DRAFT

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	CURRENT BALANCE
--------------	----------------	----------------	-----------------

**THERE ARE SUFFICIENT FUNDS AVAILABLE TO COVER THE ANNUAL LEASE COST. SUFFICIENT BUDGET INCLUDED IN THE 2022 BUDGET IN ANTICIPATION OF A LEASE CHANGE DURING THE YEAR. ADDITIONAL COVID AND ADMINISTRATIVE FUNDS WILL BE USED TO COVER BUILD OUT OR INCIDENTAL COSTS RELATED TO THE LEASE.**

**\*Signing lease in Jan 2022, but will not take occupancy until July of 2022.**

Lease Costs Consist of:	Monthly:	2022 Cost
Base Rent	\$ 14,795	\$ 88,772
Utilities	Included	Included
Waste Removal	Included	Included
<b>TOTAL</b>	<b>\$ 14,795</b>	<b>\$ 88,772</b>

Lease amounts:	Annual	Monthly
2022 - Year 1	177,545	14,795
2023 - Year 2	181,095	15,091
2024 - Year 3	184,717	15,393
2025 - Year 4	188,412	15,701
2026 - Year 5	192,180	16,015

After reviewing the Resolution/Ordinance and fiscal information supplied, your Finance Committee recommends FOR--AGAINST adoption.

REASONS

FOR	AGAINST



**TO: Robert Miller, Finance and Human Resources Committee Chairman  
Members – Finance and Human Resources Committee**

**FROM: Michael Lanzdorf, Corporation Counsel  
Sarah Kidd, Assistant Corporation Counsel**

**DATE: November 15, 2021**

**SUBJECT: Racine County Public Health Division – Lease Agreement**

---

Before the Committee for consideration is a resolution which would authorize the assignment of a lease agreement from the current Central Racine County Health Department (CRCHD) with Badger Housing Associates III, LLP to Racine County.

CRCHD has been at their current location for over 15 years and the current lease expires on June 30, 2022 with no fiscally viable option to renew. As set forth in the proposed lease, the new proposed site at 9757 Rayne Road is being pursued as the primary option for the next lease due to: cost (lowest option), space (most functional with ability to expand if needed), parking (most spots for RCPH vehicles and public), location (outside City of Racine and relatively centrally located), and 9757 square feet (an increase of 3000 square feet from the the current location). Because of the construction lead time necessary to ensure availability of the space by the expiration of the current lease, a lease needs to be signed before the end of 2021.

CRCHD has been taking necessary actions in anticipation of the transition to a new space. As these public health services will be transitioning from the CRCHD to Racine County on January 1, 2022, the proposed lease is being presented to the Racine County Board for review and consideration to facilitate the transition and avoid any interruption of essential services.

REQUEST FOR COUNTY BOARD ACTION

YEAR	<u>2021</u>		Resolution Request
			Ordinance Request
		X	Action of Committee Only

Requestor/Originator: Sarah Street - Human Resources Director

Person knowledgeable about the request who will appear and present before the Committee and County Board (2nd Reading)  
If a person is not in attendance the item may be held over. Sarah Street

Does the County Executive know of this request: No

If related to a position or position change, Does the Human Resources Director know of this request: \_\_\_\_\_

Does this request propose the expenditure, receipt or transfer of any funds? No

If the answer is "YES". A fiscal note is required. If Fiscal Note is not created by Finance, send to Finance & Budget Manager before it goes to Committee.

Committee/Individual Sponsoring: Finance & Human Resources Committee

Date Considered by Committee: 12/15/2021 Date of County Board Meeting to be Introduced: NA

1st Reading:  1st & 2nd Reading:  \*

\* If applicable, include a paragraph in the memo explaining why 1st and 2nd reading is required.

Signature of Committee Chairperson/Designee: \_\_\_\_\_

**SUGGESTED TITLE OF RESOLUTION/ORDINANCE/REPORT:**

Request for approval of changes to the Racine County Policy Manual.

The suggested title should contain what the Committee is being asked to take action on (ex: Authorize, Approve) . If the action includes a transfer this must be included in the title.

**SUBJECT MATTER:**

The attached memo describes in detail the nature of resolution /ordinance /report and any specific facts which you want included in resolution/ordinance/report must be attached.

If requesting a multi year contract a copy of the contract or draft contract must be attached

Any request which requires the expenditure or transfer of funds must be accompanied by a fiscal note that shows the specific amount being transferred and the account number from which these funds will be taken and to which they will be transferred.

**THIS FORM MUST BE FILLED OUT COMPLETELY PRIOR TO YOUR APPEARANCE BEFORE A COMMITTEE.**

December 6, 2021

**TO:** Robert N. Miller  
Chairman, Finance and Human Resources Committee

**FROM:** Sarah Street  
Human Resources Director

**RE:** Racine County Policy Manual Revision for 2022

Racine County utilizes the Racine County Policy Manual to help guide active employees and retirees as it pertains to policies and principles, helps set employee expectations, and explains organizational standards for performance.

With this document, the County is able to provide structure and establish consistency with employee expectations and behaviors.

Because the policy manual has not been maintained or updated in several years and also because of the many changes that will be in place in the new year, we are requesting to submit changes to the Policy manual to reflect these changes in order to maintain clear directives to our employees. These changes will be in effect on Jan 1, 2022.



Style Definition: TOC 2: Tab stops: 0.5", Left + 6.49", Right, Leader: ...

**HUMAN RESOURCES  
POLICY MANUAL**

Jonathan Delagrave, County Executive

~~Sarah Street~~ ~~Karen Galbraith~~, Human Resources Director

~~January 1, 2021~~ ~~April 1, 2019~~

**TABLE OF CONTENTS**

- 1. General Provisions, Applicability, and Objectives ..... 1**
  - A. Authority ..... 1
  - B. Applicability ..... 1
  - C. Purpose and Effect ..... 1
  - D. Fundamentals of Racine County Human Resources Policy ..... 2
    - 1. Affirmative Action Statement ..... 2
    - 2. At-Will Employment ..... 2
    - 3. Introductory Period ..... 2
    - 4. Employee Orientation ..... 2
- 2. Hours of Work and Overtime ..... 3**
  - A. Hours of Work ..... 3
  - B. Payroll ..... 3
  - C. Work Schedules ..... 3
  - D. Overtime Calculation and Compensation ..... 4
    - 1. Employee Status ..... 4
    - 2. Overtime Compensation-General Rules ..... 4
    - 3. Overtime Compensation-Special Rules ..... 4
    - 4. Compensatory Time Bank and Payout ..... 4
- 3. Employee Insurance Benefits ..... 6**
  - A. Eligibility and Enrollment Process-General Rules ..... 6
    - 1. Enrollment ..... 6
  - B. Part-time and Limited-Term Employees ..... 7
    - 1. Regular Part-time Employees ..... 7
    - 2. Limited Term Employees ..... 7
  - C. Dental Insurance ..... 7
    - 1. Available Coverage ..... 7
    - 2. COBRA Eligibility ..... 8
  - D. Health Insurance ..... 9
    - 1. Available Coverage ..... 9
    - 2. COBRA Eligibility ..... 10
    - 3. Coverage upon Death of an Active Employee ..... 10
    - 4. Coverage in the Event of Disability Retirement ..... 11
  - E. Life Insurance ..... 11
    - 1. Available Coverage ..... 11
    - 2. Optional Coverage ..... 11
    - 3. Enrollment ..... 11
  - F. Long-Term Disability Insurance ..... 12
    - 1. Long-term Disability Eligibility ..... 12
    - 2. Benefits Payable ..... 12
    - 3. Requirements ..... 12
  - G. Short-Term Disability ..... 13
    - 1. Short-term Disability Eligibility ..... 13
    - 2. Procedure ..... 13
    - 3. Recurrent Disability ..... 14
  - H. Unemployment Insurance ..... 15
  - I. Worker’s Compensation ..... 15
    - 1. Worker’s Compensation Requirements ..... 15

2.	Coordination of Worker’s Compensation with Disability and FMLA .....	16
3.	Subrogation .....	17
<b>4.</b>	<b>Employee Non- Insurance Benefits .....</b>	<b>17</b>
A.	Wisconsin Retirement System (WRS) .....	17
B.	Deferred Compensation Plan .....	17
C.	Employee Assistance Program .....	17
D.	Flexible Spending Accounts .....	18
1.	Policy .....	18
2.	Health Care Flexible Spending Account .....	18
3.	Dependent Care Flexible Spending Account .....	19
E.	Racine Employee Health & Wellness Center .....	19
F.	Training, Tuition Reimbursement, and Professional Certification .....	20
1.	County-funded Training, Generally .....	20
2.	Tuition Reimbursement .....	20
3.	Professional Certifications, Professional Memberships and Licenses .....	21
<b>5.</b>	<b>Employee Time Off Benefits – Holidays, Leave, and Vacation A. Holidays .....</b>	<b>21</b>
1.	Holidays Observed by Racine County .....	21
2.	Covered Employees .....	21
3.	Eligibility for Holiday Pay .....	22
4.	Definition of Terms for Holiday Pay .....	22
5.	Floating Holidays .....	22
6.	Amount of Holiday Pay .....	22
7.	Holidays during Weekends .....	22
8.	Holidays during Paid Vacation or Disability .....	23
9.	Holidays during Unpaid Leave .....	23
10.	Holidays on Scheduled Days Off .....	23
11.	Employees Who Work on a Holiday .....	23
12.	Employees Who Are Not in Benefit Status .....	23
13.	Holidays after Separation .....	23
B.	Casual Time/Sick Time .....	24
1.	Non-exempt Employees .....	24
2.	Exempt Employees .....	24
C.	Civil Leave .....	24
D.	Family and Medical Leave .....	24
1.	Policy .....	24
2.	Notice of Need for Family and Medical Leave .....	25
3.	Forms .....	25
4.	Determinations .....	25
5.	Substitution of Paid Leave .....	25
6.	Incomplete or Falsified Information .....	25
7.	Other Information .....	26
E.	Funeral Leave .....	26
1.	Policy .....	26
2.	Definition of “Immediate Family Member” .....	26
F.	Jury Service .....	26
1.	Policy .....	26
2.	Excuse from Jury Service .....	27
G.	Military Leave .....	27
1.	Policy .....	27



2.	Requirements .....	27
H.	Unpaid Leave of Absence .....	27
1.	Policy .....	28
2.	Benefits Earned .....	28
I.	<u>Extended Sick Leave</u> .....	
J.	Vacation .....	29
1.	Vacation Accumulation Schedule .....	29
2.	Earning and Use of Vacation Benefit .....	29
3.	Qualifying Period .....	29
4.	Loss of Vacation Benefits .....	30
5.	Holidays during Vacation .....	30
6.	Funeral Leave during Vacation .....	30
7.	Scheduling Vacations .....	30
8.	Vacation Increments .....	30
9.	Effect of Change in Employee Status or Vacation Schedule .....	30
10.	Payout at Separation .....	30
<b>6.</b>	<b>Retiree Benefits .....</b>	<b>31</b>
A.	Retirement .....	31
B.	Wisconsin Retirement System .....	31
1.	Generally .....	31
2.	Retirement Process .....	31
C.	Retiree Health Insurance Benefits .....	32
1.	Policy .....	32
2.	Minimum Years of County Service and Premium Share .....	33
3.	Post-Medicare Coverage .....	33
4.	Post-Medicare Coverage Premium Share .....	34
5.	Death of a Retiree-Effect on Coverage .....	35
D.	Retiree Dental Insurance .....	35
E.	Life Insurance .....	35
F.	Unused Time Payout .....	35
<b>7.</b>	<b>Position Classification and Employment Status .....</b>	<b>36</b>
A.	Policy .....	36
B.	Over-classified Positions .....	36
C.	Employment Status .....	36
<b>8.</b>	<b>Recruitment and Selection .....</b>	<b>37</b>
A.	Policy .....	37
<b>9.</b>	<b>Performance Evaluation Program .....</b>	<b>37</b>
A.	Policy .....	37
B.	Salary Increases .....	38
1.	Salary Range Adjustments .....	38
2.	Merit Increases .....	38
3.	Bonus .....	38
<b>10.</b>	<b>Personnel Records and Transactions .....</b>	<b>39</b>
A.	Policy .....	39
B.	Location of Files .....	39
C.	Contents of Files .....	39
D.	Personnel File Access .....	39
<b>11.</b>	<b>Corrective Action and Discipline Program .....</b>	<b>39</b>
A.	Policy .....	39

B.	Principles of Corrective Action and Discipline Program .....	40
C.	Possible Forms of Corrective Action or Discipline .....	40
<b>12.</b>	<b>Employment Separation .....</b>	<b>40</b>
A.	A. Policy .....	41
B.	Definitions.....	41
C.	Requirements Concerning Resignation or Retirement .....	41
1.	Notification .....	41
2.	Separation Procedures.....	41
3.	Sick Day Payouts .....	42
4.	Separation Process-Employee Not Eligible to Retire .....	42
<b>13.</b>	<b>Reduction in Force .....</b>	<b>42</b>
A.	Policy .....	42
B.	Employee Benefits during Reduction in Force.....	42
C.	Recall .....	43
<b>14.</b>	<b>Emergencies.....</b>	<b>43</b>
A.	Policy .....	43
B.	Notification of a Declared Emergency .....	43
C.	Essential Employees .....	43
D.	Attendance and Compensation of Non-Essential Employees.....	43
<b>15.</b>	<b>Safety and Wellness .....</b>	<b>44</b>
A.	Bloodborne Pathogens Exposure Control Plan.....	44
B.	Drug-Free Workplace .....	44
1.	Policy .....	44
2.	Employee Assistance Program .....	45
3.	Report of Conviction.....	45
4.	Confidential Information .....	45
5.	Post-Job Offer Drug Test.....	46
6.	Post -Accident Testing.....	46
7.	Random Testing .....	46
8.	Reasonable Suspicion .....	46
C.	Safe Workplace.....	46
1.	Policy .....	46
2.	Prohibition.....	46
3.	Definition of Workplace Violence.....	47
4.	Public Access .....	47
5.	Exceptions to Weapons Prohibition.....	47
6.	Exceptions to Violence Prohibition .....	47
7.	Emergency Response Plan.....	47
8.	Reporting Procedures.....	47
9.	Restraining Orders .....	48
10.	Alternative to Reporting Workplace Violence to Supervisor.....	48
11.	Reporting Responsibilities of Supervisors.....	48
12.	Criminal Investigation .....	49
13.	Investigation and Resolution.....	49
14.	False Reports.....	49
15.	Privacy .....	49
16.	Retaliation.....	50
D.	Safety and Wellness Program .....	50
1.	Policy .....	50

2.	Reporting Injuries .....	50
3.	Worker’s Compensation Insurance.....	50
4.	County-Provided Equipment .....	50
<b>16.</b>	<b>Work Rules.....</b>	<b>50</b>
A.	Attendance .....	50
1.	Policy .....	50
2.	Definitions.....	51
3.	No-fault Attendance Policy.....	51
4.	Time-off-work that is part of the attendance record .....	52
5.	Reporting Absence before Shift.....	52
6.	Resignation – Three (3) day Unreported Absence.....	52
7.	Tardiness .....	52
8.	Discipline .....	52
B.	Confidentiality of Information.....	53
C.	Conflict of Interest .....	53
D.	Demeanor and Appearance .....	53
1.	Policy .....	53
2.	Unacceptable Attire .....	53
3.	Body Piercing and Tattoos.....	54
4.	Casual Dress Days .....	54
E.	Gifts and Gratuities .....	54
F.	Harassment-Free Workplace.....	54
1.	Policy .....	54
G.	HIPAA Compliance/Protection of Health Information .....	55
1.	Policy .....	55
2.	Definitions.....	55
3.	No Retaliation .....	55
4.	Discipline .....	56
H.	Information Technology Use .....	56
1.	Policy .....	56
2.	Interference with Network Security Systems .....	56
3.	Monitoring and Privacy of Internet Communications and Usage .....	56
4.	Telephone and Voicemail Systems .....	56
5.	E-mail.....	57
6.	Data Security.....	57
7.	Downloading.....	57
I.	Nepotism.....	57
J.	No-Smoking Policy.....	58
K.	Outside Employment .....	58
L.	Political Activity .....	58
M.	Rules of Conduct.....	58
N.	Solicitation Policy.....	60
<b>17.</b>	<b>Employee Grievance Procedure .....</b>	<b>60</b>
A.	Policy .....	60
B.	Scheduling.....	61
C.	Employees Covered .....	61
D.	Definitions.....	61
1.	Discipline .....	61
2.	Grievance .....	61

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3.	Termination.....	61
4.	Workplace safety .....	62
E.	Employee Representation .....	62
F.	Time Limits.....	62
G.	Steps and Procedures .....	62
H.	Impartial Hearing Officer .....	64
I.	Administration of the Grievance Procedure .....	64
J.	Limitations on Use and Effect of the Grievance Procedure .....	64
<b>18.</b>	<b>Salary Administration .....</b>	<b>65</b>
A.	Applicability .....	65
B.	Policy .....	65
C.	Salary Plan .....	65
D.	Entrance Pay upon Initial Employment The entrance pay rate shall be the minimum rate of the pay range for the position. ....	65
E.	Above Entrance Pay Rate .....	65
F.	Maximum Rate.....	65
G.	Promotions, Demotions, and Transfers.....	66
1.	Definitions.....	66
2.	Promotions .....	66
3.	Demotions .....	66
4.	Transfers .....	67
H.	Compensation During Temporary Assignment .....	67
1.	Promotion.....	67
2.	Demotion.....	68
I.	Longevity Pay .....	68
J.	Special Types of Compensation.....	68
1.	Call-in Pay .....	68
2.	On-call Pager Pay for Buildings & Facilities Management Staff.....	68
3.	Shift Premiums.....	68

**Appendix A-Summary of Active Employee Benefits Appendix B-**

**Post-Medicare Retiree Health Eligibility Appendix C- Retiree**

**Benefits Eligibility**

## 1. **General Provisions, Applicability, and Objectives**

### A. **Authority**

This Human Resources Policy Manual is promulgated by the Racine County Human Resources Director, at the direction of the County Executive, under the authority of Chapter 15 of the Racine County Code of Ordinances. It has been presented to the Racine County Board Finance & Human Resources Committee. The current Policy Manual, in addition to downloadable forms mentioned in this manual, can be found on the employee page of the County website ([www.racinecounty.com](http://www.racinecounty.com)).

### B. **Applicability**

This manual shall govern personnel administration for all employees and departments of the County of Racine except:

- Members of the Racine County Board of Supervisors.
- The County Executive and other elected county officials, except as to their supervision of county employees covered by this manual.
- Employees under Civil Service to the extent that the policies are inconsistent with the Racine County Code of Ordinances, Chapter 17.
- Court-appointed employees to the extent that any term or condition of their judicial appointment is inconsistent with these provisions.

This manual applies to all employees not covered by collective bargaining agreements and to employees so covered when their specific collective bargaining agreements do not apply to the contrary, or when conflicting provisions of those agreements are no longer enforceable under Wisconsin law.

### C. **Purpose and Effect**

This manual is designed to promote consistent, uniform personnel administration throughout Racine County and to help employees familiarize themselves with matters important to them, their jobs and their careers. This manual is not, nor is it intended to be, a contract of employment, [express or implied](#), or a promise of employment.

The human resources policies, procedures, and practices of Racine County are reviewed and revised periodically. The County reserves the right to modify, revoke, suspend, terminate or change any or all of such policies, procedures, and practices, in whole or in part, at any time, consistent with applicable law. [Furthermore, Racine County has the exclusive authority to, in its discretion, to interpret the policies, procedures and benefits contained in this manual and determine whether to apply such policies, procedures and benefits in any given situation.](#) All provisions of this manual are to be applied in a manner consistent with applicable federal and state laws.

Some departments may have special characteristics that require special application of these provisions and may develop work rules within the parameters of this manual. However, no person has authority to make any agreement for employment for any specified period of time or to make

any agreement on behalf of Racine County that is contrary to the provisions of this manual ~~.-except for [Insert Title].~~

The provisions of this manual supersede all previous Racine County Human Resources Policy Manuals. When there is a conflict regarding the present manual and any other past policies, procedures, or practices related to personnel matters, unless stated herein to the contrary, or unless rights of individuals have already vested, the present manual will prevail.

#### **D. Fundamentals of Racine County Human Resources Policy**

##### *1. Affirmative Action Statement*

Racine County is an equal employment opportunity employer. It is the policy of Racine County to comply with the Racine County Affirmative Action Program and the requirements of ~~the all applicable federal, state and local employment laws, including the~~ Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, the Rehabilitation Act, the Age Discrimination in Employment Act, the Fair Labor Standards Act, the Equal Pay Act, ~~The American's with Disabilities Act,~~ and the Wisconsin Fair Employment Act now or as hereinafter amended.

It is the policy and commitment of the Racine County Board of Supervisors that all employment policies and practices shall be non-discriminatory with regard to race, color, religion, national origin, marital status, arrest and conviction record, sex, age, disability, or sexual orientation, gender identity, (except where age, sex, or physical requirements constitute a bona fide occupational qualification) or other protected category under state, federal and/or local law.

Detailed information on this policy is contained in the Racine County Affirmative Action Plan. Copies are available on the Racine County website, or by contacting the Racine County Affirmative Action Officer or the County Clerk.

##### *2. At-Will Employment*

~~Although we hope that your employment with Racine County will be long-term,~~ Racine County employees, with the exception of employees covered under the Deputy Sheriffs' Association and Command Staff Association collective bargaining agreements, are considered at-will employees, ~~unless otherwise modified through a written agreement signed by [Insert Title].~~ At-will employees may resign at any time; they may also be discharged at any time for any reason or no reason at all, provided that discharge does not violate the law.

Commented [LA1]: ALREADY CHANGED IN CURRENT PM

##### *3. Introductory Period*

A new employee hired into a regular position shall be subject to a six (6) month introductory period. Completion of the introductory period does not guarantee continued employment for any specified period, nor does it modify or change the employee's at-will status or require an employee be discharged only for cause. During ~~this time~~ the introductory period, employees may not utilize the grievance procedure.

##### *4. Employee Orientation*

On the first day of employment, ~~the~~ new employees will meet with the Human Resources Department for these purposes:

- Completion of payroll, tax withholding, and other necessary documents
- Verification of employee eligibility
- Explanation of benefits to which an employee is entitled
- Explanation of basic policies, i.e. EEO, Harassment-Free Workplace, etc.
- Presentation of the policy manual

Employees also meet with payroll staff on their first day of employment to review the payroll calendar, employee and supervisor training for Kronos and Telestaff, as well as a brief overview of the employee self-service website.

Commented [LA2]: Mary's addition

The employee's supervisor is responsible for familiarizing the new employee with the assigned workspace and equipment and for serving as the new employee's source of information about his/her job responsibilities and work environment.

## 2. Hours of Work and Overtime

### A. Hours of Work

The regular work week for most full-time employees runs Monday through Friday and consists of 40 hours, excluding meal breaks. Some operations that need to be staffed continuously can, and do, schedule work weeks that do not run Monday through Friday. At the discretion of the individual department, managers may offer flextime options to meet operational needs, while being sensitive to family or other personal needs. Under flextime arrangements, full-time employees are still required to work 40 hours per ~~week, but~~ week, but start and end times can vary.<sup>1</sup>

### B. Payroll

Paydays for all ~~C~~county employees are on alternate Fridays, covering the two-week payroll period ending the preceding Friday. County employees are required to arrange for direct deposit of their pay into accounts in financial institutions.

### C. Work Schedules

Work schedules for employees may vary throughout ~~county~~County government. Scheduled hours of work are set by the individual departments. Selection priority, if any, will be at the department head's discretion, including the privilege of being allowed to work from home. –Supervisors will advise employees of their individual work schedules. Staffing needs and operational demands may necessitate variations in starting and ending times, in days of the week worked, and in the total hours that may be scheduled each day and week.

<sup>1</sup> Supervisors must notify Payroll of flextime schedules, to ensure compliance with the Federal Fair Labor Standards Act (FSLA).

## D. Overtime Calculation and Compensation

### 1. Employee Status

Exempt employee: An employee who is ~~exempt from the requirements of designated by the Fair Labor Standards Act (FLSA). An employee classified as being exempt from is not entitled to its~~ minimum wage and overtime ~~requirements~~. Exempt employees are required to receive more than minimum wage. If they are paid less than \$23,600 per year, (\$455 per week) they must be considered non-exempt.

Commented [LA3]: Mary's addition

Non-exempt employee: An employee who is subject to the wage and hour laws established by the FLSA. Employees designated as ~~such non-exempt~~ are ~~subject to~~ entitled to the Federal minimum wage rate and must receive overtime pay at the rate of one and one-half times their regular rate of pay for each hour worked above 40 hours ~~worked~~ per week.

### 2. Overtime Compensation-General Rules

Non-exempt employees shall receive time and one half their regular rate of pay for all hours worked in excess of forty hours ~~worked~~ per week.<sup>2</sup> Compensatory time, at the rate of one and one-half hours per overtime hour worked, may be taken in lieu of pay, but the granting of such time shall be subject to the efficient operation of the department. All overtime must be pre-approved by one's supervisor or the employee will be subject to discipline.

### 3. Overtime Compensation-Special Rules

#### Non-Exempt Public Works & Development Services Employees

Non-exempt Public Works & Development Services employees who are working snow removal operations will receive time-and-a-half overtime pay (or compensatory time) for hours worked in excess of eight hours per day, or in excess of 40 hours per week, or time otherwise worked outside of the regular assigned hours.

### 4. Compensatory Time Bank and Payout

#### a. Compensatory time bank

Employees may bank compensatory time to a maximum of eighty (80) hours. ~~Accumulation above eighty hours due to operational needs is at the discretion of the department head.~~ Compensatory time above the authorized accumulation will be paid out. Employees that have a comp time balance of greater than 80 hours will not be able to earn additional comp time. They will receive their overtime in pay and should be encouraged to use their comp time as they are able. Employees will

<sup>2</sup> In the case of corrections officers, detention workers, and dispatch technicians who work 5-2/5-3 or similar schedules, department heads may deem such persons to have worked 40 hours in a week in which their regular schedules call for them to work only four days. The 5<sup>th</sup> day on the weeks they are scheduled 4 days of work is paid as a Sheriff Day for Sheriff's and Emergency Dispatch Staff and a Detention Day for Detention Workers.

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not be able to carryover comp time into the new year. All employees need to have used or requested to be paid out for any comp time they have banked.

b. Compensatory time payout

Regardless of the reason for compensatory time payout, payout will be made as part of a regular pay deposit, not as a separate deposit or check. Payout requests will be processed on the second check in May and the second check in November. Any comp time hours earned from the November payout date through December 31<sup>st</sup> will be processed as pay and should not be banked as comp time. ~~paid out as overtime in the period it is earned.~~

Compensatory time will be charged to the ~~department- division~~ under which it was earned. When an employee has earned compensatory time, and separates or transfers out of that ~~department division~~, the compensatory time must be resolved prior to the employee leaving the ~~department division~~. It is not the new ~~department's-division's~~ responsibility to accept the financial implications of another ~~department's-division's~~ compensatory time earned while in the previous position. If an employee is promoted within his/her own department, comp time will be paid out on the final day of his/her old position.

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### 3 Employee Insurance Benefits

**Commented [16]:** The benefit plans should be reviewed for consistency with the following summaries. This section has not been reviewed for compliance with laws governing employee benefits.

#### A. Eligibility and Enrollment Process-General Rules

The County offers a combination of supplemental benefits to all eligible employees. -This manual contains a summary of some of the County’s benefit plans. -The details of those benefit plans are spelled out in the official plan documents, which are available for review upon request from the Human Resources Department, and they are also available on the employee portal of the Racine County website. Additionally, the provisions of the plans, including eligibility and benefits provisions, are summarized in the summary plan descriptions (“SPDs”) for the plans (which may be revised from time to time by the Company in its sole discretion). In the determination of benefits and all other matters under each plan, the terms of the official plan documents (and applicable insurance contracts) shall govern over the language of any descriptions of the plans, including the SPDs and this manual.

##### *1. Enrollment*

County employees may generally enroll in benefits for which they are eligible during employee orientation at the time of hire or, if they move into a benefit-eligible position, at the time of assuming the new position. Covered employees include regular full-time employees and those part-time employees who are licensed health care professionals scheduled to work thirty-two (32) hours or more per week. Newly hired employees will receive the enrollment materials during the employee’s benefit orientation. If the employee fails to submit an enrollment form during the initial group enrollment period or if an employee fails to enroll a newly eligible dependent, the application is considered a late enrollment. Late enrollments are not accepted, and the employee will be required to wait until the annual Open Enrollment period. Applications for change of coverage must be made within thirty (30) calendar days of the qualifying event to the Human Resources Department and the effective date of the change will be the qualifying event date. If the application is not made within the time limit, the employee must wait for Open Enrollment in November to enroll.

~~In addition,~~ Racine County holds an annual Open Enrollment period for two (2) weeks every November. Benefit-eligible employees may make changes to current benefit plan elections or may enroll in plans not chosen during benefit orientation. Enrollment or changes may be made to the following benefit ~~plans:~~plans, Health, Dental, and Life. Changes may be made to Deferred Compensation at any time. Annual elections must be made to the Health and Dependent Care Flexible Spending Accounts. Any elections or changes made during the Open Enrollment period will become effective on January 1 of the following year.

Insurance deductions will be taken from the employee’s paychecks. If the employee is out on leave, insurance deductions will continue to be taken. If the employee’s paychecks are not enough to cover these deductions while out on leave, the employee will have the deductions taken once the employee returns to work. If the missed deduction amount accrues to \$500, the employee will be invoiced and will need to pay the Payroll Dept directly or be in danger of losing those insurance benefits.

**B. Part-time and Limited-Term Employees**

*1. Regular Part-time Employees*

The classification “regular part-time employee” shall include all countyCounty employees who are scheduled to work less than 40 hours per week on a regular basis. (See Racine County Code of Ordinances, Section 15-81.)

Regular part-time employees who are scheduled to work twenty (20) hours or more per week, but less than forty (40) hours per week on a regular basis, are ineligible to participate in countyCounty group health or dental coverage. Other benefits such as vacation and holiday pay shall be pro-rated.

Employees who are scheduled to work less than twenty (20) hours per week shall receive no fringe benefits, except those employees who are eligible to participate in the Wisconsin Retirement System (WRS) will be enrolled therein.

*2. Limited Term Employees*

Employees appointed to limited term positions for an anticipated duration of less than six (6) months will receive no fringe benefits, except those employees who are eligible to participate in the Wisconsin Retirement System (WRS) will be enrolled therein.

Full-time and part-time employees appointed to limited term positions for an anticipated duration of six (6) months or more will be eligible for fringe benefits as listed under the Employee Benefits section dependent upon how benefits are specified in the resolution creating the position, but will in no case be eligible for long-term disability coverage.

**C. Dental Insurance**

*1. Available Coverage*

~~Covered employees are eligible for enrollment in the Basic or the Premium Dental Insurance Plans. Covered employees include regular full time employees and those part time employees who are licensed health care professionals scheduled to work thirty two (32) hours or more per week. Newly hired employees will receive the enrollment materials during the employee’s benefit orientation. If the employee fails to submit an enrollment form during the initial group enrollment period or if an employee fails to enroll a newly eligible dependent, the application is considered a late enrollment. Late enrollments are not accepted and the employee will be required to wait until the annual Open Enrollment period. Applications for change of coverage must be made within thirty (30) calendar days of the qualifying event to the Human Resources Department and the effective date of the change will be the qualifying event date. If the application is not made within the time limit, the employee must wait for Open Enrollment in November to enroll.~~

Racine County offers eligible employees a Basic Dental Plan and a Premium Dental Plan. Employees who work 30 or more hours per week are eligible for Dental Benefits. The benefits and coverage available under the Basic Dental Insurance Plan and the Premium Plan are listed in plan documents and are available on the County website. Coverage becomes effective on the first of

**Commented [I7]:** See comment below regarding definition of “covered employees”

**Commented [LA8]:** This section was moved to the enrollment section.

the month following thirty (30) calendar days of employment or 30 days after acceptance of an insurance benefit eligible position. There is no cost to the employee for the Basic Plan. If enrolled in the Premium Plan, the employee pays the difference in cost between the Basic Dental Plan and the Premium Plan for single or family coverage. Deductions will be taken from the first and second paychecks of the month.

If an employee is on unpaid leave for over 30 days, the employee's Dental Insurance may be terminated.

## 2. *COBRA Eligibility*

Employees and/or their spouses and dependents may be eligible for continuation of group dental insurance coverage for a limited period of time (up to 18 months) under the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA). In such situations, the eligible persons must pay 100% of the cost of coverage. Continuation under COBRA is available for:

- An employee who is no longer eligible for ~~county~~County payment of group dental insurance coverage due to separation from employment (but not discharge for gross misconduct), reduction in work hours, layoff, disability, entry into active military service, or retirement;
- An employee's spouse and/or dependents in the event of a legal separation or divorce or loss of dependent status by the employee's child or children.

Refer to the Dental Plan document for specific information on the rights of an employee/spouse/dependent under COBRA, including eligibility, length of coverage, notification, election periods, payment of premiums, and termination of group dental coverage. That document can be obtained from the Human Resources Department or on the County website.

**D. Health Insurance**

*1. Available Coverage*

~~Benefit eligible~~Eligible employees may participate in the ~~county~~County’s group health insurance program, which includes vision and prescription drug coverage. ~~Employees who work 30 or more hours per week are eligible for health insurance coverage.~~ Coverage becomes effective on the first of the month following thirty (30) calendar days of employment or 30 days after acceptance of an ~~insurance benefit eligible position~~. Specific benefit and coverage provisions, as well as employee rights and obligations are listed in the plan documents which are available on the County website. The following summarizes principal features of the health plan available to active ~~county~~County employees.

	<u>PLAN 8</u>	
<b>In Network</b>		
Annual Individual Deductible	<del>\$400</del> 1000	Formatted Table
Annual Family Deductible	<del>\$800</del> 2000	Formatted: Strikethrough
Annual Individual Out of Pocket Maximum	<del>\$2500</del> 2500	
Annual Family Out of Pocket Maximum	<del>\$4000</del> 5000	Formatted: Strikethrough
Network Coverage	80%	
<b>Out of Network</b>		
Annual Individual Deductible	<del>\$800</del> 2000	Formatted: Strikethrough
Annual Family Deductible	<del>\$1600</del> 4000	Formatted: Strikethrough
Annual Individual Out of Pocket Maximum	<del>\$3000</del> 4000	Formatted: Strikethrough
Annual Family Out of Pocket Maximum	<del>\$6000</del> 8000	Formatted: Strikethrough
Out of Network Coverage	60%	
 <b><u>Prescription Drug Coverage at Retail</u><sup>3</sup></b>		
	<u>PLAN 8</u>	
Generic	20% of cost, Min \$5, Max \$25	
Preferred Brand	20% of cost, Min \$30, Max \$75	
Non-Preferred Brand	20% of cost, Min \$55, Max \$100	

For ~~covered employees~~, the ~~county~~County will pay eighty five percent (85%) of the cost of the single or family plan and the employees will pay fifteen percent (15%) of the cost of the single or family plan. Deductions for the monthly premium will be taken from the first and second

Commented [19]: See comment below regarding definition of covered employees.

<sup>3</sup> Retail prescriptions are limited to a ~~one month~~one-month supply. Prescription drug coverage is available by mail. A three (3) month supply through the mail is available for the cost of two (2) monthly co-pays at retail, subject to two (2) times the monthly minimums and maximums.

paychecks of the month. Requests for changes in coverage must be submitted on the designated form and received in the Human Resources Department within thirty (30) calendar days of the date of the qualifying event. Applications received more than 30 calendar days after the date of the event will become effective on the first of the month following receipt in the Human Resources Department.

If an employee is on unpaid leave for over 30 days, the employee's Health Insurance may be terminated.

## 2. *COBRA Eligibility*

Employees and/or their spouses and dependents may be eligible for continuation of group health insurance coverage for a limited period of time (up to 18 months) under the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA). In such situations, the eligible persons must pay 100% of the cost of coverage. Continuation under COBRA is available for:

- An employee who is no longer eligible for ~~county~~County payment of group health insurance coverage due to separation from employment (but not discharge for gross misconduct), reduction in work hours, layoff, disability, entry into active military service, or ~~retirement~~retirement.
- An employee's spouse and/or dependents in the event of a legal separation or divorce or loss of dependent status by the employee's child or children.

Refer to the Health Plan document for specific information on the rights of an employee/spouse/dependent under COBRA, including eligibility, length of coverage, notification, election periods, payment of premiums, and termination of group health coverage. That document can be obtained from the Human Resources Department or on the County website. Any changes made to the plan's terms that apply to similarly situated active employees and their families will also apply to plans under COBRA.

## 3. *Coverage upon Death of an Active Employee*

In the event of the death, on and after January 1, 2012, of an active employee enrolled in the ~~county~~County's health insurance program at the time of death, health insurance coverage will terminate upon the end of the month of the employee's death. The surviving spouse and/or qualifying dependents of said employee, as defined in the health insurance plan document, may elect, within sixty (60) days of said death, to continue to receive family or single health insurance coverage. If the spouse and/or dependents elect to continue to receive health insurance coverage, the plan available to the eligible survivor(s) and the premium share charged to the eligible survivor(s) shall be the same as that available to active employees and shall be subject to the same plan and premium share changes over time as apply to active employees. until Medicare eligibility or remarriage.-

Qualifying dependent eligibility shall be in accordance with the conditions set forth in the health insurance plan. For surviving spouse and dependent coverage, see Appendix C. This provision does not change the existing rights or benefits of the surviving spouses or other dependents of active employees who died on or before December 31, 2011.

#### 4. *Coverage in the Event of Disability Retirement*

Employees hired prior to November 1, 2003 who are required to retire due to a disability are eligible to continue health insurance coverage by paying the active premium share. When the employee reaches the minimum retirement age of 50 or 55 as defined by WRS, the premium share shall be based upon years of service (see Section 6,C,2). Employees hired on or after November 1, 2003 who are required to retire due to a disability may elect to continue coverage under the ~~county~~County's group health plan under the Consolidated Omnibus Budget Reconciliation Act (COBRA) by paying the full monthly premium. If WRS disability approval has not been received prior to retirement, the employee will pay the COBRA premium until WRS disability is approved.

### **E. Life Insurance**

#### 1. *Available Coverage*

Regular full-time employees are insured for an amount equal to their annual salary, rounded to the nearest \$1,000, with minimums and maximums according to the employee's class. The amount of insurance reflects the employee's annual salary ~~in-effect as of January 1 of each year that is in effect at the time of death.~~ A beneficiary must be named for this coverage. This life insurance benefit is in effect after 30 days of continuous active employment.

These employees are also eligible for enrollment in the optional and dependent life insurance plans, so long as they are enrolled in the basic life plan. Employees pay the full premium by payroll deduction for optional and dependent life.

#### 2. *Optional Coverage*

Optional life coverage is available in various increments. Employees must complete evidence of insurability during open enrollment when applying for or changing this benefit.

For the purpose of dependent life insurance, a dependent is defined as a spouse, and/or unmarried children including ~~step-children~~stepchildren, legally adopted children and children for whom the employee has legal guardianship. A child is covered through the end of the calendar month he/she turns age twenty-six (26). This plan provides \$10,000 life insurance coverage for the employee's spouse and \$2,000 coverage for each eligible dependent.

#### 3. *Enrollment*

A newly eligible employee must enroll no later than thirty (30) calendar days from the date of his/her hire or employment status change resulting in eligibility. Coverage becomes effective the first of the month following thirty (30) calendar days of employment or acceptance of a benefit-eligible position, provided that the required paperwork is submitted by the enrollment deadline. An employee without spouse and/or eligible dependent(s) may enroll in the plan upon marriage, birth, adoption, or legal guardianship of dependents. Under these circumstances, the employee must submit the application to the Human Resources Department within thirty (30) calendar days

of the marriage, birth, adoption, or legal guardianship of dependents. Coverage becomes effective as of the date of marriage, birth, adoption, or legal guardianship.

Employees may increase their coverage during Open Enrollment. Employees can reduce their optional coverage at any time during the year by notifying the Human Resources Department in writing, using the Benefit Change form. Reduction of coverage (and change in premium deduction) becomes effective on the first of the next month following notification if written notice is received prior to the deadline date for the second payroll period of the month.

## F. Long-Term Disability Insurance

### 1. Long-term Disability Eligibility

Covered employees (regular full-time employees) who are scheduled to work at least 302 hours per week are eligible for long-term disability insurance. Coverage becomes effective after six (6) months of continuous employment in a benefit-eligible position and upon completion of the elimination period. For current employees promoted into a benefit-eligible classification, coverage becomes effective after six (6) months of continuous employment in the benefit-eligible position and upon completion of the elimination period from the benefit eligibility date. The elimination period is 180 days of continuous employment subject to the conditions of short-term disability (180 days). Racine County pays the full premium amount for covered employees.

**Commented [I10]:** See comment below regarding definition of covered employees. The two definitions of "covered employees" should be consistent.

### 2. Benefits Payable

In the event of a total disability due to injury or illness, the long-term disability plan pays 60% of covered salary to a maximum monthly payment of \$6000.00. The amount of the monthly payment is based on the employee's regular monthly salary in effect on the date the disability begins. Benefits payable to employees may be reduced by Worker's Compensation, Wisconsin Retirement Annuity or Disability payments, Social Security, or other specified income. While an employee is on long-term disability, vacation, casual days and floating holiday do not accrue. Employees are not eligible for holiday pay while on long-term disability. Also, contributions are not made to Wisconsin Retirement System (WRS) for payments made by ~~Lincoln Financial, the Carrier~~. The employee is required to supplement long-term disability with any other pay unless on [leave pursuant to the Wisconsin Family and Medical Leave Act \(WFMLA\)](#).

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### 3. Requirements

~~Employment will be terminated if long term disability ceases or is denied, but the employee is unable to return to work, with or without reasonable accommodation. When an employee is approved for long term disability benefits, his/her employment may be terminated and the position will be filled based upon the operational needs of the department in compliance with State and Federal law.~~

**Commented [LA11]:** Taken out as this could be seen as discriminatory of individuals who have been injured and not ADA compliant. New wording has been added with the Extended Sick Leave Policy below and this section now refers to that new addition.

Upon the expiration of the employee's short-term disability benefits, the employee will be converted to long-term disability at the discretion of the carrier. If the carrier approves the claim, payments will begin after satisfying the appropriate elimination period. [For information on Racine County policies regarding extended leave for employees, refer to the Extended Sick Leave section.](#)



Long-term disability will run concurrently with Federal Family & Medical Leave Act (FMLA) and ~~Wisconsin Family & Medical Leave Act (WFMLA)~~, when applicable.

## G. Short-Term Disability

### 1. Short-term Disability Eligibility

Short-term disability is a partial income continuation program for an eligible employee's own medical condition. ~~Employees become eligible for short-term disability benefits after completion of six (6) months of service in a benefit-eligible position and upon successful completion of the introductory period.~~

Commented [I12]: Struck because it is duplicative and less detailed than the following definition of eligible employees.

An eligible employee is defined as a regular employee who:

- has a position that is entitled to paid leave time benefits, and
- has successfully completed the introductory period for a benefit-eligible position, including active and continuous work throughout the six (6) month introductory period, for the requisite number of hours (for a full-time employee, 1,040 hours; for a part-time employee, 50% of the annual hours for his/her position).

After a 12-day elimination period, eligible employees may receive short-term disability coverage for a period of up to 13 weeks. (Paid holidays shall not be counted for purposes of establishing the elimination period.) All short-term disability coverage will be at 60% of regular pay.

### 2. Procedure

The procedural requirements for receiving short-term disability are:

- 1) The employee must notify his/her immediate supervisor at least one (1) hour prior to the start of the shift of his/her inability to report to work and must continue to follow the call-in procedure until short-term disability or FMLA is approved.
- 2) Employee ~~(with the exception of Deputies)~~ must file a claim for STD for all absences of 12 or more consecutive days by ~~call~~ contacting FMLA Source if filing an FMLA claim as well, or by contacting the STD carrier directly, for all absences of 12 or more consecutive days to apply for short-term disability with Epic. Failure to file a claim ~~with Lincoln Financial~~ can result in denial or delay of short-term disability pay ~~and discipline up to and including discharge. FMLA forms must be obtained from FMLA Source (FMLASource.com).~~
- 3) During the 12-day elimination period, exempt employees may use sick time in lieu of unpaid time off. Non-exempt employees may use casual, banked sick, floating holiday, vacation or compensatory time.

- 4) Employees are responsible for timely requests of short-term disability to the carrier. Employees will be required to use their own paid benefit time until the short-term disability is approved by Epic.
- 5) If the employee complies with reporting and application requirements, including paragraphs 2 and 4, above, and the claim is approved, short-term disability will begin on day 13 at 60% pay, whether for an illness, an injury or an accident.
- 6) Short-term disability will run concurrently with FMLA and WI FMLA where applicable.
- 7) Unless his/her disability is covered by WI FMLA, the employee is required to supplement the 60% pay with his/her own available paid time in this order: casual, banked sick, floating holiday, vacation and compensatory time.
- 8) An employee receiving short-term disability must be in compliance with the carrier's Epic policies and procedures, case management and must follow treating physician orders. Non-compliance may will result in discontinuation of short-term disability benefits by the carrier and may result in discipline up to and including termination.
- ~~9) Short term disability will not be paid if the employee is working another job or is attending school during the disability period, unless such work or school attendance is reviewed by Epic and is determined to be appropriate.~~
- ~~10) A thirty (30) calendar day notice is required for all elective or non-urgent procedures/surgeries. Notice of less than thirty (30) calendar days may will result in nonpayment of short-term disability until the notice period is reached.~~
- ~~11) If an employee is allowed to return to a reduced schedule, short term disability will be paid for the hours not worked, for up to 13 weeks from the beginning of the short term disability period.~~
- ~~12) 10) Follow-up appointments (including but not limited to therapy) are not to be should be scheduled during outside of work hours if possible. Assistance will be provided by Epic to facilitate this scheduling if necessary.~~
- ~~13) 11) Contributions are not made to the Wisconsin Retirement System (WRS) while employee is receiving shortlong-term disability.~~
- ~~14) Payments for insurance will be taken upon the employee's return to work.~~
- ~~15) Insurance payments will continue through payroll deduction unless there is not enough pay to cover in which case an invoice will be sent to the employee.~~
- ~~3. Recurrent Disability~~

**Commented [LA13]:** These sections have been struck based on our broker's recommendations. It is too much detail and we are not in a position to make determinations, the carrier is. By having this in the policy manual we may be putting ourselves in a bad position.

**Commented [LA14]:** Numbers 14 and 15 were struck as this information about missed insurance deductions while out on leave is addressed above under section A1.

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~~Recurrent Disability means a disability caused by an injury or sickness which is the same as, or related to, the cause of a prior disability for which weekly benefits were payable.~~

~~1. — A recurrent disability will be treated as a new period of disability, if an employee:~~

~~a. — Has returned to his/her own occupation; and~~

~~b. — Has worked on a full-time basis for two consecutive weeks or more~~

~~A new day benefits start date and new maximum benefit period will apply.~~

~~2. — A recurrent disability will be treated as part of the prior disability, if an employee:~~

~~— a. — Has returned to his/her own occupation; and~~

~~— b. — Has worked on a full-time basis, for less than two consecutive weeks~~

~~The same day benefits begin and same maximum benefit period will apply to the recurrent disability as to the prior disability.~~

~~To qualify for a weekly benefit for a recurrent disability, an employee must earn less than the percentage of pre-disability income specified in the partial disability benefit section. Benefit payments will be subject to all other terms of the policy that applied to the prior disability.~~

~~This recurrent disability provision will cease to apply when an employee becomes eligible for coverage under any other group short-term disability policy.~~

## **H. Unemployment Insurance**

~~The Under the Wisconsin Unemployment Insurance law, covers employment by Racine County. Under that law, employees who are totally or partially unemployed may apply for limited financial allowance for a specified time-period during which they are seeking reemployment.~~

## **I. Worker's Compensation**

### *1. Worker's Compensation Requirements*

The provisions of the Worker's Compensation Act ("WCA"), Chapter 102 of the Wisconsin Statutes, cover all employees of Racine County. Subject to the terms and conditions of the WCA, any employee who is disabled as a result of a job-related injury or illness is eligible to receive certain benefits.

An employee who is injured on the job must report the injury immediately to his/her supervisor. If the first line supervisor is not immediately available, the injury is reported to the next person in charge. The injured employee will complete an "Employee Injury Report" and return it to the department head or supervisor. The department head or a designated employee investigates the injury, completes "Supervisor's Report of Work Injury or Illness" and forwards this form and the "Employee Injury Report" to the Human Resources Department within twenty-four (24) hours of

the event. If for any reason, an employee is unable to report an injury to his/her supervisor, the department head or designated supervisor must complete both forms as soon as he/she is aware of the injury. The incident report forms are available from the Human Resources Department or on the County website.

The injured employee must cooperate with any federal or state officer conducting an inspection if the officer inquires about conditions at the injured employee's job site. State law requires that the Department of Workforce Development be notified within eight (8) hours when an incident results in the death of an employee. ~~In these cases, the "Supervisor's Report of Work Injury or Illness" form must be completed immediately and delivered in person to the Human Resources Department.~~ During times the Human Resources Department is closed, the supervisor needs to ~~fax~~ ~~or~~ email this form immediately to the ~~Employee Benefits Manager, Human Resources Department.~~

2. *Coordination of Worker's Compensation with Disability ~~and~~ FMLA, and Insurance.*

Employees will be required to use their own paid benefit time unless and until the worker's compensation claim is approved by the Worker's Compensation plan administrator or insurance carrier. If the injury is determined to be compensable under the Worker's Compensation program, payroll adjustments will be made. A covered employees Workers' Compensation payment or lost time will be automatically supplemented up to 100% by Racine County. An employee receiving Worker's Compensation must comply with case management and follow treating physician orders. Non-compliance will result in discontinuation of benefits. Family Medical Leave will run concurrently with Worker's Compensation leave as allowed under the law. The County reserves the right to terminate employment based on reasonable considerations involving the employee's ability to perform the essential duties of his/her job and medical prognosis.

### 3. Subrogation

If a third party or its insurer may be liable for any losses on which wages and/or benefits have been paid, Racine County is subrogated to all rights of its employee to recover for those payments from any responsible person or entity and shall be entitled to be repaid first and shall have a lien on any recovery by the employee from the third party or its insurer.

## 4. Employee Non- Insurance Benefits

### A. Wisconsin Retirement System (WRS)

The contributions to the WRS are based on a percentage of an employee's eligible earnings. Short-term and Long-term disability payments are not considered eligible earnings. The contributions are made up of two parts: an employee's share and an employer's share. The ~~county~~County pays the employer's share. By law, the ~~county~~County may not pay the employee's share, except as required under a collective bargaining agreement with certain public safety employees. For all others, the employee pays the employee's share, which is done through a pretax payroll deduction. The employee is not able to increase or decrease their WRS contribution through payroll deductions, but they can increase their contribution independently of their payroll deductions. For information on this process visit [etf.wi.gov](http://etf.wi.gov).

### B. Deferred Compensation Plan

Racine County offers ~~two a~~ deferred compensation plans to regular full-time employees. This is a voluntary program under which employees may defer the receipt of a portion of their current income through a payroll deduction. This action defers the payment of income taxes on the amount deferred until withdrawal of the funds during retirement, termination of employment or an unforeseen financial emergency. Social Security and Medicare taxes are not deferred. There are plan limits on the amount of compensation that may be deferred.

Employees may enroll in the Deferred Compensation Plan(s) at any time. A representative of the Plan Administrator will be available by appointment at various locations and times during the year to answer employee questions. Deferrals can start or increase no earlier than the month following the enrollment or change. Participants may change the amount of compensation deferred, not to exceed one change per month.

### C. Employee Assistance Program

Racine County recognizes that some personal problems can be difficult to resolve without outside assistance. To help employees and their family members cope with a range of personal matters, Racine County has instituted an Employee Assistance Program (EAP). ~~EAP services are provided through ComPsych.~~

~~Participation in the EAP by an employee or family member does not jeopardize the employee's job security or career opportunities. However, employees who participate in the EAP are not exempt from meeting their performance requirements.~~ All information relating to an employee's or family member's EAP participation is strictly confidential. Only the EAP provider maintains

EAP records. The EAP provider does not release specific information about an employee's or family member's use of EAP services without written consent.

All active employees and their family members are eligible for EAP services. EAP counselors provide assistance with problems such as ~~depression, drug and alcohol abuse, job-related stress, and marital/family problems.~~ If the EAP counselor recommends additional services or treatment, the employee or family member is referred to an appropriate professional. Employees are responsible for paying the cost of additional counseling or health care services that may not be covered by their health insurance. Appointments with EAP counselors or referral to another health care provider are handled as any other absence. Employees who have Extended absences for the employee's own medical condition may apply for FMLA, be considered short-term or long term disability benefits, subject to those provisions.

Commented [LA15]: New EAP provider to come 1/1/22. New revisions will be made to the PM at that time.

For additional information, employees may contact ~~CompPsych the carrier~~ directly ~~or~~ the Human Resources Department, or the Racine County website.

#### **D. Flexible Spending Accounts**

##### *1. Policy*

Racine County ~~permits-offers~~ eligible regular full-time employees to contribute to two flexible spending accounts: Health Care Flexible Spending Account and Dependent Care Flexible Spending Account. Each is an optional employee benefit plan authorized under the Internal Revenue Code to help employees pay qualified expenses.

Racine County makes no contribution to either plan on behalf of the employee; all funds in the plans are contributed by the employee, on a pre-tax basis through payroll deduction. IRS regulations limit the amounts that may be contributed to the accounts. See your tax accountant for specific information.

##### *2. Health Care Flexible Spending Account*

This is an optional employee benefit plan authorized under Section 125 of the Internal Revenue Code to help employees pay qualified health care expenses. The plan year begins on January 1 and continues through December 31 of each calendar year. ~~Any money left in the account will be forfeited unless a reimbursement is requested by March 31 of the subsequent calendar year.~~ Employee's may roll over up to \$550 for one year for healthcare FSA funds. The ~~county~~County's third-party administrator (currently United Health Care) will administer payment of all claims. To obtain reimbursements, the employee may use the FSA Mastercard provided upon enrollment or the employee must submit a completed "Health Care Flexible Spending Account Claim" form, which is available in the Human Resources Department or on the County website. The claim form, together with proof of payment from the provider, is mailed to United Health Care. Employees should retain copies.

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Racine County employees eligible for health insurance coverage are qualified to participate in the plan. Newly hired employees may enroll by submitting an enrollment form to the Human Resources Department within thirty (30) calendar days from their date of hire. Participation becomes effective the first of the month following thirty (30) days of employment.

### 3. *Dependent Care Flexible Spending Account*

The Dependent Care Flexible Spending Account is an employee benefit plan authorized under Sections 125 and 129 of the Internal Revenue Code. The plan allows employees to pay qualified child and elder care expenses, on a pre-tax basis through payroll deduction. IRS regulations limit the amount that may be contributed to the account, based on the employee's marital and tax filing status. See your tax accountant for specific information.

The plan year begins on January 1 and continues through December 31 of each year. Eligible expenses will be reimbursed after an employee has accumulated sufficient funds in his/her account. Any money left in the account at plan year-end will be forfeited unless a reimbursement is requested by March 31 of the subsequent calendar year.

The ~~county~~County's third-party administrator (currently United Health Care) administers payment of all claims. To obtain reimbursements, the employee ~~must~~ may submit a completed "Dependent Care Flexible Spending Account Claim" form, which is available in the Human Resources Department or on the County website, or use the Mastercard provided upon enrollment. The claim form, together with proof of payment from the provider, is mailed to United Health Care. Employees should retain copies.

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Regular full-time employees are ~~qualified-eligible~~ to participate in the plan. Newly hired employees may enroll by submitting an enrollment form to the Human Resources department within thirty (30) calendar days from their date of hire. Participation becomes effective the first of the month following thirty (30) days of employment. Previously ineligible employees who become eligible through birth, adoption, obtaining custody of a child or the need to provide elder care may enroll by submitting an enrollment form to the Human Resources Department within thirty (30) calendar days from the change in family status date.

#### **E. Racine Employee Health & Wellness Center**

Racine County is committed to helping its employees lead healthier lives, which not only benefits the employees personally, but also improves their ability to perform their duties. For this reason, Racine County has partnered with Racine Unified, the City of Racine and with ~~Healthstat~~ Ascension to create a health center for:

- Racine County full-time employees, who are covered under the ~~county~~County health plan;
- Dependents of Racine County employees who are covered under the ~~county~~County health plan; and
- Racine County retirees and their dependents that are covered under the ~~county~~County health plan.

The health center, located at 2333 Northwestern Avenue, Suite 114, is open Monday through Saturday. Visits are by appointment only. Available services include primary care, chronic disease management, wellness consultations, immunizations, physicals (including school and sports physicals), diagnosis and treatment of urgent care needs (e.g., ear or sinus infections, strep throat), and lab work. There is no fee or co-pay for visits to the center, but there may be costs for services

referred outside of the health center (radiology, some lab services, etc.). County health coverage may be applied to any of those costs. Some medications are dispensed for free at the Wellness Center.

## F. Training, Tuition Reimbursement, and Professional Certification

### 1. County-funded Training, Generally

Racine County encourages professional development of employees. However, training must be consistent with ~~county~~County scheduling and budgetary needs. Prior approval of one’s supervisor must be obtained before any employee attends meetings, conferences, training sessions, workshops, seminars, or special classes on workdays, or, although not on workdays, if the employee seeks reimbursement for attendance at, or travel to, the event. Approval by supervisors is subject to departmental budgets.

Commented [I16]: Are employees compensated for time spent participating in County-funded training?

### 2. Tuition Reimbursement

The Racine County Tuition Reimbursement Program is designed to provide financial assistance to full-time employees who voluntarily attend job-related, educational courses that can be expected to benefit the ~~county~~County as an employer. Actively employed, regular full-time employees who are in good standing with the County and have completed their introductory period with the ~~county~~County are eligible for reimbursement for tuition and certain other costs, provided that the school/coursework **is accredited and is part of an associate, bachelor or graduate degree program related to any position within Racine County** ~~by one of the following agencies:~~

- ~~North Central Association of Colleges and Secondary Schools;~~
- ~~National Home Study Council or American Council on Education;~~
- ~~Wisconsin State Board of Vocational, Technical and Adult Education.~~

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Expenses that may be reimbursed under this program include tuition, books, materials and lab fees.

To be eligible for reimbursement, the employee must submit a “Pre-approval for Tuition Reimbursement” form prior to taking the course. ~~All courses must be pre-approved by the Human Resources Department in order to be eligible for reimbursement, and a “Tuition Reimbursement” form upon completion of the course. Both forms, The pre-approval form, Information about tuition reimbursement, including specific instructions, are available on the County website. Once the course is complete, the employee must send proof of that the course was completed, the grade received for the course, and cost of the course to the Human Resources Department.~~

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Racine County will pay a portion of tuition and materials depending upon the grade as follows:

- Up to 70% reimbursement for a grade of B or better;
- Up to 50% reimbursement for a passing grade of C;
- Up to 50% reimbursement for passing a pass/fail course.

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The maximum tuition reimbursement to an employee in any one calendar year is ~~\$800~~ **\$1000**. Actual reimbursement amounts will be subject to availability of funds.



By Accepting tuition reimbursement, the employee is agreeing to continue employment with Racine County for at least 12 months after the completion of the course. Employees who do not complete 12 months of service with Racine County following reimbursement, will be required to pay the full reimbursement amount. Employees who do not pay back the reimbursement will lose the corresponding amount from accrued vacation unless the department head grants a waiver.

3. *Professional Certifications, Professional Memberships and Licenses*

The employee is personally responsible for obtaining and maintaining professional certifications and licenses which are required as minimum qualifications for his/her position. The employee must supply his/her supervisor with the necessary paperwork proving certification/licensure in a timely manner, and the supervisor is responsible for maintaining a file documenting the employee's certification/licensure. The ~~county~~County may pay the cost of obtaining or maintaining the training/licensure at the discretion of the department head if there are funds available. The ~~county~~County may also pay professional membership dues for employees at the discretion of the department head if there are funds available. In the event that an employee resigns or retires during a period where professional membership dues were paid by the County, the employee shall return the prorated portion to the County. For example, if the County opts to pay \$500 in annual professional dues for an employee who later resigns on June 30<sup>th</sup> of the membership year, the employee must return \$250 to the County to remain in good standing. Employees who do not return a prorated portion of professional membership dues paid by the County shall lose that corresponding amount from accrued vacation pay unless the department head grants a waiver.

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5. **Employee Time Off Benefits – Holidays, Leave, and Vacation A. Holidays**

1. *Holidays Observed by Racine County*

The following holidays are observed by Racine County and shall be granted with pay to ~~covered~~ employees who work more than 20 hours on a regular basis:

New Year's Day  
Friday before Easter  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Friday following Thanksgiving Day  
Day before Christmas Day  
Christmas Day  
Day before New Year's Day

In addition, subject to rules set forth below, covered employees are entitled to one "floating holiday" per year.

~~2. Covered Employees~~

~~Covered employees are regular full-time employees and part-time employees who are scheduled to work at least twenty (20) hours per week on a regular basis.~~

### 3.2. Eligibility for Holiday Pay

To receive holiday pay, a covered employee must work or be in pay status ([as defined below](#)) on the scheduled workday immediately preceding the holiday, the holiday itself when scheduled as a workday, and the scheduled workday immediately following the holiday. An employee must have at least four (4) hours in pay status in both the scheduled workday before and the scheduled workday after a holiday to receive holiday pay.

### 4.3. Definition of Terms for Holiday Pay

#### Pay status

An employee received pay for a scheduled workday such as: worked, vacation, casual day, short-term disability/sick day, Worker's Compensation or funeral leave.

#### Approved Family/Medical Leave

Approved Family/Medical Leave is treated the same as other unpaid leaves for purposes of being eligible for holiday pay. If the unpaid time occurs on either side of a holiday, the employee would not be eligible for the holiday pay.

### 5.4. Floating Holidays

#### Eligibility

A newly hired employee is not eligible for a floating holiday until after successful completion of his/her introductory period. This means that if the calendar year ends before an employee has completed the introductory period, he/she is not eligible for a floating holiday for that year.

#### Use of floating holidays

The floating holiday must be used before the end of the calendar year or the employee will lose the holiday. Floating holidays must be scheduled by requesting the time off and obtaining approval in advance from the department head/supervisor.

### 6.5. Amount of Holiday Pay

A ~~covered~~ full-time employee is eligible for eight (8) hours of holiday pay per holiday. A ~~covered~~ part-time employee is eligible for pro-rated holiday hours based on his/her position hours. Employees who work an ~~alternate~~ alternate schedule may supplement their holiday pay or adjust their schedule with supervisory approval.

### 7.6. Holidays during Weekends

When a holiday falls on a Saturday, it shall be observed on the preceding Friday. When a holiday falls on a Sunday, it shall be observed on the following Monday. When the Day before Christmas Day or the Day before New Year's Day falls on a Friday, it shall be observed on the preceding

**Commented [17]:** The term "covered employees" appears to be defined in two places. Also, according to the definitions above (also copied below), "regular part-time employees" are not entitled to group health or dental coverage, but the term "covered employees" shows up in the health and dental sections.

"Regular part-time employees who are scheduled to work twenty (20) hours or more per week, but less than forty (40) hours per week on a regular basis, are ineligible to participate in County group health or dental coverage. Other benefits such as vacation and holiday pay shall be pro-rated."

Thursday. When Christmas Day or New Year's Day falls on a Monday, it shall be observed on the following Tuesday.

~~8-7.~~ Holidays during Paid Vacation or Disability

If a holiday occurs during a ~~covered~~ employee's vacation or disability, the employee receives holiday pay rather than vacation pay or disability pay for the holiday.

~~9-8.~~ Holidays during Unpaid Leave

When a holiday falls within a period of leave without pay, the employee shall receive no pay for the holiday.

~~10.~~ Holidays on Scheduled Days Off

~~Except for corrections officers and dispatch technicians who work 5-2/5-3 or similar schedules,<sup>4</sup> whenever a designated holiday falls on the scheduled day off of a covered non-exempt employee, the employee will be given banked holiday time to be used in the future, provided the employee is in pay status the scheduled workdays before and after the holiday. A full time employee will receive eight (8) banked holiday hours, and a part time employee will receive banked holiday hours prorated to his/her position hours. These banked hours shall be used at the mutual convenience of the department and the employee, and are subject to approval by the employee's supervisor.~~

~~11.~~ 9. Employees Who Work on a Holiday

~~Racine County has identified ten observed holidays. Except for corrections officers and dispatch technicians who work 5-2/5-3 or similar schedules,<sup>4</sup> covered non-exempt employees who are required to work on a holiday are paid straight time and a half (holiday pay) for the holiday hours worked and is given banked holiday time to be used in the future. A full time employee will receive eight (8) banked holiday hours, and a part time employee will receive banked holiday hours prorated to his/her position hours. Banked holiday hours shall be used with the approval of the department head. Holiday pay will be given when an employee is required to work on one of the 10 holidays as long as they are working on the actual holiday itself. (Not on a designated observed holiday day)~~

~~12-10.~~ Employees Who work less than 20 hours per week Who Are Not in Benefit Status

If an employee who is ~~not covered~~ working less than 20 hours per week under this section is required to work on a holiday, the employee will receive only his/her regular rate of pay for the hours worked that day. If the employee does not work on a holiday, he/she will not be paid for that day.

~~13-11.~~ Holidays after Separation

<sup>4</sup> The 5-2/5-3 schedule is designed so that persons working this schedule may work through one or more holidays, but will have the same number of days off per year as persons who work a normal 40-hour week schedule, but are entitled to holidays.

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Commented [LA18]: If an employee works on a holiday, get time and half (holiday pay) and get rid of banked hours.

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Holidays are not earned after an employee separates from countyCounty employment. The last day on the payroll is considered the separation date.

**B. Casual Time/Sick Time**

*1. Non-exempt Employees*

Non-exempt employees accrue five casual days per calendar year. Casual time for eligible part-time employees will be prorated. There will be no carryover of these days from year to year, and ~~Unused~~ casual days will **not** be paid out at the end of each year, with the exception of those working in a 24 hour operation, with the exception of those working in a 24-hour operation. Casual days are not accrued during the introductory period of employment. Upon completion of the introductory period, newly hired employees will accrue and receive pro-rated casual time at the rate of one half day for every full month remaining in the calendar year, not to exceed five (5) full days. An employee who terminates employment or moves to an exempt position prior to June 30 of any calendar year shall be reimbursed for one half of any unused casual days. An employee who terminates employment or moves to an exempt position after July 1<sup>st</sup> shall be reimbursed for any unused casual time.

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*2. Exempt Employees*

Exempt employees accrue no casual days, but may take sick time for their own medical-related absences upon completion of the introductory period. However, such absences may constitute occurrences for purposes of the attendance policy.

**C. Civil Leave**

An employee will be given time off without loss of pay when subpoenaed to appear before a court, public body or commission connected with countyCounty business. Any witness fee received by the employee for work-related matters shall be turned over to Racine County.

If an employee needs to appear under subpoena or in his/her own behalf in litigation involving personal or private matters, he/she may request time off work using the employee's available paid time or requesting unpaid time if no paid time is available.

**D. Family and Medical Leave**

*1. Policy*

Racine County ~~will in good faith implement~~complies with the policies, provisions and terms of the Federal Family and Medical Leave Act (FMLA) and the Wisconsin Family and Medical Leave Act (WFMLA), giving the more generous rights to the employee when the provisions of the acts differ. Nothing in Racine County's policy or procedure is intended to confer additional benefits or otherwise supplement, change or alter the conditions and directives of the FMLA or WFMLA. The taking of approved Family and Medical Leave will not be used in any employment decision including the determination of promotions, raises or disciplinary actions.

Racine County will count all absences that qualify as WFMLA and FMLA against an employee's annual allotment of leave under both acts. Racine County uses the calendar year for such calculations.

2. *Notice of Need for Family and Medical Leave*

The employee must notify his/her supervisor (or designee) as soon as the employee knows he/she needs the leave; thirty (30) days-notice is required for a foreseeable leave period. The leave is provisionally granted upon a qualifying request. Reasons for leave include the serious health condition of the employee or the employee's child, spouse, or parent, or for birth, adoption or foster care placement, service member's serious health condition, or qualifying exigency for military members.

3. *~~Forms~~ FMLA/WFMLA Application Process*

~~Medical certification, on a form designated by the FMLA administrator (currently FMLA Source), is to be received by administrator within fifteen (15) days from the date the employee was notified of the need for certification. Forms are available by contacting FMLA Source; contact information is available on the County website. Employees who want to apply for FMLA will first contact the FMLA Administrator to request the leave by phone or via website. Employees will then receive medical certification papers from the administrator. It is the employee's responsibility to have their medical provider complete verifications and return it back to the administrator to determine eligibility.~~

4. *Determinations*

Only the FMLA Administrator can make the determination to grant or deny leave. The FMLA Administrator will inform the employee in writing of its decision to grant or deny leave. Employees wishing to discuss the final determination made by the FMLA Administrator may appeal to the FMLA Administrator.

5. *Substitution of Paid Leave*

~~Under approved Wisconsin FMLA, an eligible employee may substitute paid leave, including banked sick time. While covered under for the unpaid Wisconsin FMLA under certain circumstances an employee or may choose to remain in unpaid status or use their available paid time off. For While covered under Federal FMLA only (after Wisconsin FMLA has been used or if employee is ineligible for Wisconsin FMLA), Racine County will require the employee to to use their available paid time off substitute paid leave, if available, for unpaid FMLA leave. Paid leave will be substituted in this order: casual, banked sick, floating holiday, vacation and compensatory time.~~

6. *Incomplete or Falsified Information*

Racine County reserves the right to require medical re-certification, in conformity with the laws. Lack of required information or falsified, incorrect or incomplete information provided either verbally or on the request or certification form, is cause for the delay or denial of a leave request, and may ~~be subject to result in~~ discipline. under the attendance policy.

## 7. Other Information

Contact the Racine County Human Resources Department and/or refer to the [FAQ Checklist for FMLA/STD/LTD e Information Sheet for Family/Medical Leave](#) available on the County website for additional information on eligibility requirements and how to apply for FMLA and/or WFMLA leave.

### E. Funeral Leave

#### 1. Policy

Regular full-time employees and regular part-time employees scheduled to work at least 20 hours per week on a regular basis are allowed funeral leave. ~~These Covered~~ employees are entitled to funeral leave ~~during their introductory period upon hire date~~. Funeral leave is time off with pay for the purpose of arranging and/or attending a funeral of an immediate family member. Eligible full-time employees are allowed up to three (3) ~~consecutive~~ days of funeral leave for a maximum of 24 hours and eligible part-time employees are allowed a pro-rated period of days of consecutive funeral leave. Funeral leave is not available to seasonal employees or employees not in a benefit status.

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Funeral leave is intended only for preparation for, and attendance at, a funeral or memorial service ~~that occurs promptly after the death~~ of the immediate family member and must be used within a year of the death. ~~An employee desiring time off for delayed services or for other responsibilities after the funeral (e.g., activities of closing out the estate), may request vacation, floating holiday, compensatory time or an unpaid leave of absence (when no paid time is available), subject to department head approval.~~

#### 2. Definition of “Immediate Family Member”

For purposes of funeral leave eligibility, “immediate family member” is defined as the employee’s spouse, parent or parent-in-law, stepfather or stepmother, child or stepchild, brother or sister, son-in-law or daughter-in-law, brother-in-law or sister-in-law, grandparent or grandchild. ~~Employees~~ requesting funeral leave may be required to furnish proof of the funeral and the relationship of the employee to the decedent.

Commented [LA19]: Talk to payroll regarding payment process. Turn in check and get paid straight or get paid difference.

### F. Jury Service

#### 1. Policy

An employee will be excused from work on a workday when assigned to jury service, including during the introductory period, provided prior notice is given to the supervisor. An employee will be expected to work part-time whenever doing so will not conflict with jury service, if the nature of the employee’s work will permit this practice. An employee required to be absent due to jury service will be paid the difference between jury pay and his/her regular wages.<sup>5</sup> ~~Employees should cash their check received from Jury service and provide a copy to their supervisor. Employees or~~

<sup>5</sup> For this section, “regular wages” means the straight time hours the employee would have normally worked on the day times the employee’s base wage rate.

supervisors should code the time off in Kronos with the Jury Duty paycode. The employee will be paid their regular pay for the day(s) they served less the amount they received from Jury Duty.

Employees are entitled to keep mileage reimbursements they receive for jury service. If an employee is called for jury service, responds to the call and loses time from work, but is not accepted for jury service, he/she will receive an amount equal to regular wages for such time lost on his/her regular shift provided he/she returns to the job promptly.

#### 2. *Excuse from Jury Service*

If the employee's absence is expected to seriously affect operations, the ~~county~~County may request that the employee be excused from jury service. The decision to excuse the employee, however, rests with the court.

### G. **Military Leave**

#### 1. *Policy*

In accordance with applicable state and federal law, a military leave of absence will be granted to employees (including those in their introductory period):

- Who enlist or are inducted into the Armed Forces of the United States or the state defense force; or
- Who, because of membership in the United States Military Reserve or the National Guard of any State, is ordered by the appropriate authorities to attend training, encampment or other form of active military duty under the supervision of the United States Armed Forces.

It is intended that the employee's service in such capacity not result in unnecessary financial penalty to the employee. Therefore, Racine County will pay such employee, for a period not to exceed ten (10) workdays in any calendar year, an amount equaling the difference between his/her daily military pay and his/her normal ~~county~~County daily wage. Such pay must be processed within the same calendar year as the Military Leave.

#### 2. *Requirements*

To receive such leave and pay, the employee must file a copy of his/her orders with the department head at least two weeks prior to the date such military leave is to begin and provide the payroll department with proof of military pay when it is received.

Employees on paid military leave are required to pay the employee contribution to WRS. Employees on unpaid military leave are able to pay their employee contribution to WRS if they choose to make up the contribution, but are not required to. For benefit information see Chapters 3 and 4 of this manual.

### H. **Unpaid Leave of Absence**

## 1. Policy

Regular full-time employees and part-time employees who are scheduled to work at least 20 hours per week on a regular basis may be granted time off without pay subject to all the applicable following conditions:

- ~~All available paid time off must be used before an employee may be in unpaid status, except that, under approved WFMLA, the employee may choose to be in paid or unpaid status.~~
- Department heads may grant unpaid leaves of absence to regular employees for periods ~~of up to thirty (30) of less than five (5) workdays.~~ In rare circumstances the department head and County Executive may approve additional time. ~~Requests for leaves of absence must be preapproved by department heads and the Human Resources Director. If approved by the Human Resources Director, department heads may grant such leaves of absence for periods of five (5) or more workdays and up to thirty (30) calendar days.~~
- Prior approval is required for unpaid leaves of absences. Employees requesting unpaid leaves of absence shall use ~~the designated forms Kronos to enter requests and submit such requests~~ in a timely fashion. For normal unpaid leaves of absence, except in emergencies, requests shall be submitted at least ten (10) workdays prior to the commencement date.
- No unpaid leave of absence shall be granted to permit the employee to seek other employment, except that this restriction shall not be applied to prevent an employee from taking unpaid leave while seeking elective public office.
- If the employee does not return to his/her position after the approved leave period, he/she shall be considered to have resigned from ~~county~~ County employment.

## 2. Benefits Earned

Credit toward vacation shall ~~not~~ be earned while an employee is on unpaid leave. Insurance benefits will remain in effect.

### I. Extended Sick Leave

Employees who are absent from work due to illness or injury (not job related), and who have exhausted any sick leave accumulation, vacation, holiday and/or casual time, and are not entitled to Family Medical Leave, may be eligible for an extended sick leave of absence during which the employee would no longer be paid by the County, but would continue to remain an active employee. An employee must pay his share of the health insurance premium(s) through payroll deduction or by direct payment. The extent of, and circumstances surrounding, an extended sick leave of absence must be reviewed and approved by the Human Resources Department. Each case of an extended sick leave of absence shall be decided and judged on its individual merits and no case shall be deemed as setting a precedent for any other case. Extended sick leaves of absence will be periodically reviewed and evaluated based on any medical certifications received by the treating medical physician to determine if the employment will continue, but in all



instances will continue no longer than one year. In order to return to work, an employee must have a valid Statement by the employee's treating physician fully releasing the employee back to his/her position. If this statement is not received the employee's return to work will be delayed until it is received. An employee who does not return to work from leave at the designated time will be considered to have voluntarily terminated his/her employment.

**I.J. Vacation**

*1. Vacation Accumulation Schedule*

Effective March 1, 2017, regular full-time employees and part-time employees working at least twenty (20) hours per week on a regular basis are eligible for paid vacation according to the vacation plan listed below. The County Executive may approve additional vacation ~~for exempt employees in the first year of hire.~~ Vacation benefits are based on a work year of two thousand eighty (2,080) paid hours. The "Anniversary Date of Employment" is computed from the employee's latest date of hire.

<u>Anniversary date of employment</u>	<u>Exempt</u>	<u>Non-exempt (represented or non-represented)</u>
6-month anniversary	1 week	0
1 <sup>st</sup> through 4 <sup>th</sup>	3 weeks	2 weeks
5 <sup>th</sup> through 7 <sup>th</sup>	4 weeks	2 weeks, 3 days
8 <sup>th</sup> through 12 <sup>th</sup>	4 weeks, 3 days	3 weeks, 3 days
13 <sup>th</sup> through 17 <sup>th</sup>	5 weeks	4 weeks
18 <sup>th</sup> through 22 <sup>nd</sup>	5 weeks	4 weeks, 3 days
23 <sup>rd</sup> and beyond	5 weeks	5 weeks

Vacation entitlement for eligible part-time employees is pro-rated according to position hours.

*2. Earning and Use of Vacation Benefit*

Vacation is earned, or accrued, during the year prior to the anniversary of the employee's date of hire and is intended to be used during the twelve (12) month period following that anniversary date. Vacation pay is determined based on each employee's straight time rate of pay received at the time he/she takes vacation, times the number of hours of vacation to which the employee is entitled. Vacation time earned will be based on paid hours including paid leaves such as vacation, holidays and short-term disability.

*3. Qualifying Period*

An employee must complete his/her introductory period to be eligible for vacation benefits unless previously approved by the County Executive. ~~Except for exempt employees, no employee is eligible to use vacation time prior to the first anniversary of his/her date of hire.~~

4. *Loss of Vacation Benefits*

Vacation days may be carried over from one anniversary year to another up to ~~80~~ 80 hours without written approval. On an employee's anniversary date, the time keeping system will automatically adjust their balance down to 80 hours if they are exceeding an ~~80~~ 80-hour balance. ~~Carryover beyond 80 hours will require written approval from the County Executive and Human Resources Director. Maximum carryover is 80 hours.~~

5. *Holidays during Vacation*

When a holiday occurs during a scheduled vacation period, the day is charged to the holiday benefits and not to the earned vacation benefits.

6. *Funeral Leave during Vacation*

Charges normally made to funeral leave are not allowed during scheduled vacation periods without appropriate verification and approval.

7. *Scheduling Vacations*

Employees must schedule their vacation with their department head or designee in advance and vacation time must be approved by the department head subject to the staffing needs of the department. Vacation picks will be determined by the department.

8. *Vacation Increments*

Department heads may require that their employees take at least one (1) week of vacation in an uninterrupted increment that includes five (5) vacation days.

9. *Effect of Change in Employee Status or Vacation Schedule*

An employee who moves from one position to another in the ~~county~~ County service by transfer, promotion, demotion or re-assignment shall retain accumulated vacation leave in the new position.

An employee whose status is changed from a non-benefit eligible position to a benefit eligible position without a break in service will start to accrue vacation time in accordance with ~~the~~ Vacation Accumulation Schedule, item 2 of the vacation policy.

An employee who during the anniversary year changes from regular part-time (eligible for benefits) to regular-full time or vice versa will receive vacation credits based on a pro-rating of the time worked in each status.

An employee who during the anniversary year changes from one vacation schedule to another will receive vacation credits based on a pro-rating of the time worked in each vacation schedule.

10. *Payout at Separation*

Upon separation from employment, an employee shall be paid for the unused portion of his/her vacation and accrued vacation ~~as long as he/she provides proper notice defined in section 12.C.1.~~

~~except as specified under Section 4.F.3 and Section 12.C.~~ This payout is made at the rate paid on the employee's last day of work. An employee who separates prior to one calendar year of employment or has been involuntarily terminated is not entitled to pro-rated vacation. In rare instances when an employee starts employment with vacation time, vacation payouts will not occur if he/she terminates or is terminated from employment less than 6 months from their start date for Exempt Employees and 1 year from their start date for Non-Exempt Employees. Vacation benefits are not earned after an employee separates. The last day on the payroll is considered to be the separation date.

## 6. Retiree Benefits

### A. Retirement

A retirement is defined as a voluntary separation from regular ~~county~~County employment by an employee who is enrolled in Wisconsin Retirement System (WRS), and (1) has attained the minimum age for retirement and receives retirement benefits under WRS, or (2) has applied for and receives a disability retirement under WRS. Racine County participates in both the Wisconsin Retirement System (WRS) and Federal Social Security pension systems. This section is for general information. Specific questions should be directed to the Wisconsin Department of Employee Trust Funds (ETF) or the U.S. Social Security Administration (SSA), as appropriate.

### B. Wisconsin Retirement System

#### 1. *Generally*

Employees who are eligible under state law will be enrolled in the Wisconsin Retirement System at time of hire or at the time an employee becomes eligible under state law at any time during his/her employment. Racine County participates in three of the system's employment categories:

- Persons in the General and Elected Employee categories may retire under the WRS at any time after reaching the minimum age of 55, provided they meet any minimum contribution or longevity requirements established by statute or WRS regulations;
- Persons in the Protective Occupation Participant category may retire under the WRS after reaching the minimum age of 50, provided they meet any minimum contribution or longevity requirements established by statute or WRS regulations

#### 2. *Retirement Process*

Actual eligibility for retirement under WRS, as well as eligibility for a retirement annuity, is determined by the WRS. Prior to retirement, an employee may obtain a statement of his/her estimated retirement payout, including any annuity amount under the various annuity options available, by obtaining a "~~Retirement Estimation of Benefits~~"~~Benefit Information Request~~" form from ~~the Human Resources Department or the Department of~~ Employee Trust Funds (ETF). ~~website.~~ An employee may choose the standard beneficiary sequence or specify a particular beneficiary/~~beneficiaries~~ by completing a "Beneficiary Designation Form" and submitting it directly to ETF. Forms are available ~~on etf.wi.gov. or on the Racine County website in the employee portal. in the Human Resources Department.~~ Disability Retirement Annuity and Duty

Disability Retirement Annuity eligibility is determined by state law. For more information go to [etf.wi.gov](http://etf.wi.gov).

### 3. Employment After Retirement

~~Forms are available by contacting the WRS/ETF. Disability Retirement Annuity and Duty Disability Retirement Annuity eligibility is determined by state law.~~ Upon employment with the same or another WRS-participating employer, an annuitant may, under certain conditions, elect to continue receiving the annuity and forego active WRS participation status. Alternatively, the individual may choose—or may be required—to stop the annuity and resume making WRS contributions. If additional information is needed, contact:-

Madison Office Mailing Address at either

801 W. Badger Road Madison, WI 53702	P.O. Box 7931 Madison, WI 53707-7931
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Madison WI 53707-7931  
Madison Office Telephone - (608) 266-3285  
Toll Free Customer Service number (877) 533-5020.  
Email/Internet site: <http://etf.wi.gov/>

## C. Retiree Health Insurance Benefits

### 1. Policy

Racine County employees who retire under the Wisconsin Retirement System (WRS) may be eligible for post-retirement health and dental insurance benefits, provided that they:

- Are enrolled in the countyCounty's health insurance at the time of retirement;
- Meet the age and other requirements for retirement under WRS;
- ~~Meet the minimum requirements for years of service with Racine County (at least 10 years of service for persons retiring between January 1, 2012 and December 31, 2012; at least 15 years of service for persons retiring on or after January 1, 2013); and~~ Must have worked a minimum of 15 years with Racine County.
- Make the necessary premium contributions as specified herein.

A retiree who exercises his/her right to continue health and/or dental insurance benefits must provide acceptable documentation proving the eligibility for monthly WRS annuity payments (or lump sum payment of the present value of the retirement annuity) and must pay his/her share of the cost of such insurance coverage to the Human Resources Department by the first of the month in which coverage is to be effective. At the time of retirement, retirees can choose to set up monthly auto withdrawal payments or pay the full year in one lump sum with a check. If a retiree sets up payment through auto withdrawal and has three consecutive months of non-sufficient funds, the retiree and dependents will be terminated from the health insurance retroactively to the date the last payment was received.

Formatted: Corporate Standard\_3

Commented [LA20]: Not needed as this policy manual is for current employees. Past dates are obsolete.

~~For persons retiring on or after January 1, 2013, R~~etiree health coverage will be the same as active employee coverage; ~~t~~Therefore, coverage for such persons will change over time as active employee coverage changes. In addition, ~~for persons retiring on or after January 1, 2013,~~ retiree premium shares will be tied to the shares of active employees; accordingly, premium shares may change over time; the relationships between retiree and active employee premium shares are stated in the next paragraph.

## 2. Minimum Years of County Service and Premium Share

For employees who are hired on or before December 31, 2011 and retire, premium shares will be based on the employee's continuous years of ~~county~~County service:

20 or more years of service ~~--~~ Same premium share as actives<sup>6</sup>  
15, 16, 17, 18, 19 years of service ~~--~~ Ten (10) percentage points more than actives<sup>7</sup>

For those employees who are eligible for county~~County~~ retiree health coverage after becoming Medicare eligible, premium share percentages may change once they reach Medicare eligibility. See paragraphs 3 and 4, below.

For employees hired on or after January 1, 2012, ~~provided the employee is enrolled in the County's health coverage at the time of retirement and meets the age, years of service and other minimum requirements for WRS,~~ retirees will be offered health coverage through COBRA by paying the full premium for 18 months. ~~After this period,~~ health coverage will continue to be available after COBRA period at the full premium amount and provided the employee is enrolled in the county~~County~~'s health coverage at the time of retirement and meets the age, years of service and other minimum requirements for WRS. Coverage will terminate at Medicare eligibility.

## 3. Post-Medicare Coverage

Certain retirees are eligible for ~~county~~County health coverage after they and/or their spouses are eligible for Medicare; in that event, ~~Employees will be offered the County's current Medicare advantage plan at the full premium amount. county~~County~~ health coverage becomes a Medicare supplement.~~ Such retirees are required to purchase the Medicare Parts A and B plans for themselves and/or their spouses when each reaches Medicare age (currently 65) or earlier, should either or both become eligible for Medicare eligible prior to that time.

Certain retirees are *not* eligible for post-Medicare ~~county~~County health coverage. These are employees who were first hired by Racine County roughly in the period from 1998 through 2001, depending on whether they were non-represented employees or, if represented, the bargaining units of which they were members. A list of the effective hiring dates for all categories of

<sup>6</sup> Active employees currently pay 15%. Employees retiring on or after January 1, 2013 with at least 20 years of ~~county~~County service would pay 15%, unless and until active employees' premium shares change.

<sup>7</sup> Active employees currently pay 15%. Employees retiring on or after January 1, 2013 with at least 15, but less than 20, years of ~~county~~County service would pay 15% + an additional 10%, for a total premium share of 25%. This amount would also change if and when active employees' premium shares change. ‡ If the retiree reaches Medicare eligibility before the spouse, the spouse may retain single ~~county~~County health coverage, until he/she also reaches Medicare eligibility.

employees—non-represented and represented— appears in Appendix B of this manual. For an employee hired after the specified date and for his/her spouse, eligibility for ~~county~~County retiree health coverage ends for each one at the time that he/she attains Medicare eligibility.‡

The following table is intended as a highly-simplified summary of retirees’ eligibility for post-retirement ~~county~~County health coverage. It does not apply to persons who have already retired, or to their survivors or to survivors of individuals who died while active employees. It is not intended to and does not in any way supersede fuller explanations of such eligibility in this manual or other controlling documentation:

RETIREMENT DATE	HIRE DATE (VARIES BY EMPLOYEE GROUP, AS LISTED IN APPENDIX B)	MINIMUM YEARS OF COUNTY SERVICE	POST-MEDICARE COVERAGE (SUPPLEMENT)	SURVIVING SPOUSE COVERAGE
1/1/12-12/31/12	Before dates in Appendix B	10	Yes	Until Medicare or remarriage
1/1/12-12/31/12	After dates in Appendix B	10	No	Until Medicare or remarriage
1/1/13 onward	Before dates in Appendix B	15	Yes	Until Medicare or remarriage
1/1/13 onward	After dates in Appendix B, but before 1/1/12	15	No	Until Medicare or remarriage
1/1/13 onward	After 1/1/12	15, but 100% premium share	No	Until Medicare or remarriage

4. *Post-Medicare Coverage Premium Share*

~~As noted above, for some active employees, retiree health coverage will not be available after the retiree or spouse is Medicare eligible. However, if a retiree is eligible to continue ~~county~~County health coverage after becoming Medicare eligible, once Medicare eligibility is reached, Medicare becomes the primary coverage, and ~~county~~County health coverage becomes a supplement. Because it is a supplement, the total premium is less.~~

**Commented [LA21]:** This section refers to previously plan 8 retirees were not offered the Humana Advantage plan but were kept on UHC as their secondary to Medicare. They are now offered the Humana plan.

For retirees who are eligible for post-Medicare coverage who retire on or after January 1, 2012, the post-Medicare premium **share** for ~~county~~County health coverage will be the **greater of** the share listed above (based on years of ~~county~~County service) **or** the share listed below (based on the year of retirement):

Retirement Year	Share	Retirement Year	Share	Retirement Year	Share
2012	10%	2016	30%	2020	50%
2013	15%	2017	35%	2021	50%
2014	20%	2018	40%	2022	
2015	25%	2019	45%	and after	100%

Retirees ~~participating must~~ may arrange to make payments of their premium shares with the Medicare Advantage plan directly, on a quarterly, semiannual or annual basis; and they may arrange for payments to be automatically withdrawn from a checking or savings account. Payments are due January 15, April 1st, July 1st and October 1st. If payment is not received by date due, a \$25 late fee will be assessed. Coverage is subject to permanent termination if a payment is 30 days past due.

#### 5. *Death of a Retiree-Effect on Coverage*

In the event of the death, on and after January 1, 2012, of a retiree enrolled in the ~~county~~County's health insurance program at the time of death, health insurance coverage will terminate upon the end of the month of the retiree's death. Eligibility for survivor benefits is based on date of hire, date of retirement, and the union contract at time of retirement. See Appendix C for a general summary. If eligible, The surviving spouse and/or qualifying dependents of said retiree, as defined in the health insurance plan document, may elect, within sixty (60) days of said death, to continue to receive family or single health insurance coverage. If the spouse and/or dependents elect to continue to receive health insurance coverage, the premium share charged to the eligible survivor shall be at the same percentage of the total cost of the insurance for which the retiree would have been eligible, unless otherwise noted by the contract in which they retired under. Qualifying dependent eligibility shall be in accordance with the conditions set forth in the health insurance plan and/or the contract in which they retired under. Such coverage will end upon the death or remarriage of the surviving spouse, or upon the surviving spouse becoming Medicare eligible, or otherwise subject to the conditions of the ~~Racine County health insurance plan for dependents union contracts.~~ This provision does not change the existing rights or benefits of the surviving spouses or other dependents of retirees who died on or before December 31, 2011.

#### D. **Retiree Dental Insurance**

A retiring employee and eligible dependents may opt for continued coverage in accordance with the Comprehensive Omnibus Budget Reconciliation Act (COBRA) by paying the full monthly premium. Individuals are responsible for the full cost of the single or family monthly premium due and payable to the Human Resources Department on the first day of each month of the quarter.

#### E. **Life Insurance**

All life insurance terminates on the last day of the month in which the employee ceases to be employed. A conversion policy is available, at employee expense, through the ~~county~~County's life insurance carrier.

#### F. **Unused Time Payout**

Vacation currently available to the employee ~~will~~may be paid out on the final check ~~or may be used to defer the actual date of retirement with the approval of the Department Head.~~ Accrued Vacation Pay will be paid on the last paycheck provided the employee gives a written separation notice to his/her immediate supervisor and the Human Resources Department at least ten/fifteen (10/15) working days prior to his/her last day of work. The 10/15-day notice must be completed as days worked. (See section C.1). This payout is not added toward WRS. It can be deferred to Deferred Comp provided that the employee gives the payroll department 30 days advance notice.

**Commented [LA22]:** Add info regarding payouts not able to go towards WRS and can go towards Deferred Comp (add specific rules)

An employee who does not give sufficient notice shall lose accrued vacation pay unless ~~the Department Head grants a waiver~~ the employee is out on medical leave. This payout is made at the rate paid on the employees last day of work. Banked Sick Days will be paid at a rate of \$10.00 per day. ~~-31-~~

## **7. Position Classification and Employment Status**

### **A. Policy**

The purpose of position classification is to provide a system of standardized titles and standardized job descriptions for the effective administration of personnel activities. Positions are organized into groups of grades on the basis of similar duties, responsibilities and qualifications. Each position shall have a job description. The job description will include a job title, a general statement of duties and responsibilities, typical examples of duties performed and minimum qualification requirements. Special requirements, such as licensure or certification, are also included where appropriate.

When a vacancy occurs and the review by the Human Resources Director indicates that the position should be placed in a lower classification, the Human Resources Director may implement the lower classification prior to the posting of the position. The decision of the Human Resources Director may be appealed by the department head to the County Executive. The department head, with the approval of the Human Resources Director, may also elect to fill the vacancy with a lower classified position when a vacancy occurs. When it is determined that a classification is no longer useful or appropriate, the Human Resources Director may eliminate that classification.

### **B. Over-classified Positions**

Occasionally, positions are identified by department heads or Human Resources Department staff as being over-classified. Reduction in classification can be accomplished by one of several methods based upon individual circumstances.

- The position remains over-classified until it is vacated, at which time the position is administratively downgraded. In the meantime, the incumbent continues to be treated as if the classification were correct.
- The classification is adjusted pursuant to County Board action, but the incumbent's salary is "red-circled." "Red-circled" means the incumbent will remain in place on the salary structure and will receive no salary increases or general annual increase, until the salary falls within the lower classification.
- The classification is adjusted pursuant to County Board action, and the incumbent is placed in the new salary plan in accordance with salary placement procedures.

In cases of classification pursuant to County Board action, treatment of the incumbent's salary will normally also be determined by County Board action.

### **C. Employment Status**

All ~~county~~ County employees fall into one of the following groupings:



- a. Regular full-time employee: A regular full-time employee is an employee who works a regular schedule and is expected to normally work forty (40) or more hours per workweek. A regular full time employee may be exempt or nonexempt.
- b. Regular part-time employee: A regular part-time employee is scheduled to work less than forty (40) hours per week on a regular basis. A regular part-time employee may be exempt or non-exempt.
- c. Temporary or seasonal employee: A temporary or seasonal employee is hired for a specified project or time frame and may work an irregular or regular schedule. A temporary or seasonal employee may be exempt or non-exempt.
- d. On-call/casual employee: An on-call/casual employee has no guaranteed hours of work and is used to fill in for absences of regular employees or to perform intermittent work when needed.

## **8. Recruitment and Selection**

### **A. A. Policy**

Recruitment and selection of applicants for employment with Racine County is done in accordance with equal employment opportunity laws and regulations and the Racine County Affirmative Action Plan. The Human Resources Department coordinates all formal recruitment efforts.

Racine County seeks to select for all its positions the most qualified candidates who meet the professional qualifications and other needs of the [countyCounty](#) and who fit the culture of the organization. When in the interest of Racine County, a department may attempt to fill a job vacancy by promotion from within the organization or by considering internal and external applicants at the same time.

The application process is an entirely electronic process conducted via NEOGOV. Current employment opportunities may be viewed by visiting [racinecounty.com](http://racinecounty.com) and clicking on “Jobs,” or at [www.governmentjobs.com/careers/racinecountywi](http://www.governmentjobs.com/careers/racinecountywi). All external and internal candidates must create an account and submit an online application on the jobs page. All communication will be conducted via email and the applicant account.

## **9. Performance Evaluation Program**

### **A. Policy**

The public expects Racine County employees to deliver high quality service in a manner that serves the interests of the [countyCounty](#), the public and the efficient and effective use of resources. Because the [countyCounty](#) expects all employees to perform their job duties at a high-quality level, it must only employ individuals who are committed to and capable of meeting those expectations. Therefore, apathy, an inability to work as a member of a team, attitudinal issues, and marginal or

unacceptable work performance are inconsistent with the interests and expectations of the ~~county~~County and the public.

Periodic evaluations are an important part of ensuring that the ~~county~~County is employing the right people to work for its citizens. Periodic evaluations are an opportunity to let each employee know how he or she is performing and how performance may be improved. They are also an opportunity to receive input from the employee concerning training, supervision or any job difficulties that may be occurring. Evaluations of employee performance should include reviews of accuracy, quality and quantity of work, dependability, adaptability, job knowledge, organization, judgment, initiative, cooperation, ability to get along with others, public service mindset, attitude and attendance. The practices for departments or positions for the evaluation process may vary.

## **B. Salary Increases**

### *1. Salary Range Adjustments*

Annually, on July 1, salary ranges may be adjusted up to the amount approved in the ~~county~~County's annual budget. Employees will not receive an annual general increase.

### *2. Merit Increases*

Employees are eligible to receive a percentage salary increase on the anniversary of their hire date or most recent promotion, whichever is more recent, provided they receive an overall evaluation of "Satisfactory" or higher. The salary increase is subject to the discretion of the reporting supervisor, up to the maximums in the Merit Increase Chart (see next page). ~~Increase of 4% requires Department Head approval.~~ No supervisory employee will receive the merit increase if outstanding performance evaluations of his/her subordinates are due.

**Merit Increase Chart**  
Salary in Relation to Salary Range

<u>Neogov Score</u> <del>Performance</del>	<u>Increase Rate</u>
<del>0-59.9% Unsatisfactory</del>	0%
<del>Progressing or Needs Improvement</del>	<del>0%</del>
<del>60-69.9% Satisfactory</del>	1%
<del>70-84.9% Exceeds Requirements</del>	2%
<del>85-100% Outstanding</del>	3-4%

### *3. Bonus*

A Lump Sum bonus of up to 3%, that is not added to an employee's base, may be awarded, by the County Executive, to an employee who has exhibited exemplary performance or contributions.

## **10. Personnel Records and Transactions**

### **A. Policy**

All personnel transactions shall be made using processes designated by the Human Resources Department in compliance with federal and state law. Employees must notify Human Resources of any changes in personal information, including but not limited to change in name, address, telephone number, military status and emergency contact name and phone number.

### **B. Location of Files**

Employee personnel files are established and maintained at the Human Resources Department except the following which are kept at the sites mentioned:

- Sheriff's Office – All Sheriff's Command Staff and Deputy staff.

### **C. Contents of Files**

Records or reports in the employee personnel files contain public information as well as confidential materials. The employee or the employee's representative may view certain confidential material. Other confidential information is only available to the employee's supervisor; director; authorized agents for the [countyCounty](#); or persons with legal authorization such as summonses, subpoenas or judicial orders.

### **D. Personnel File Access**

Information retained in the personnel file includes address changes, specific work-related information such as application for employment, resume, performance evaluations, salary adjustments, job changes, and other designated records. An employee may request an opportunity to review the records in his/her personnel file that the employee has a lawful right to review by submitting a written request to the Human Resources Department. Requests for inspection will be scheduled at a mutually convenient time and within the timeframes required by law. Personnel files may not be taken outside of the custody of the Human Resources Department. Employees or their representatives may obtain copies of materials for a fee that is set by the [countyCounty](#).

Racine County uses employee medical information only in a manner that is lawful, job-related, and consistent with business necessity. Employee medical information is maintained in separate medical files and is treated confidentially to the extent required by law.

## **11. Corrective Action and Discipline Program**

### **A. Policy**

Racine County's corrective action and discipline program is designed to encourage individuals to be high quality employees and, if required, to remove employees from service who cannot or will not meet that high standard of performance. The appropriate level of discipline is determined by management on a case-by-case basis and may include discharge of the employee. The

County's use of any lesser form of discipline does not change any employee's status as an at-will employee or create any additional contractual rights.

### **B. Principles of Corrective Action and Discipline Program**

When contemplating corrective action/discipline, the following factors may be considered:

- The seriousness of the employee's behavior or conduct;
- The length of service of the employee;
- The employee's prior work record.

The employee may be given an opportunity to explain the behavior or conduct for which corrective action is contemplated. If the employee does not acknowledge the behavior or conduct, the supervisor should ascertain the facts of the situation to his/her satisfaction before deciding whether to take corrective action. If circumstances warrant, a department head may place an employee on administrative leave pending an internal investigation, disposition of a criminal complaint, or resolution of any other matter that makes the employee's continued presence at work inconsistent, improper or inadvisable. The department head may determine whether the administrative leave shall be with or without pay.

Corrective action should be imposed in private<sup>8</sup> and appropriately documented. At every imposition of corrective action, the supervisor should inform the employee that there is a problem and the change that is expected.

### **C. Possible Forms of Corrective Action or Discipline**

The following are possible forms of corrective action or discipline. They are in no particular order, and no form should be considered a prerequisite to any other.

- Discharge - The employee is given a memo summarizing all relevant events and notifying the employee that he/she is discharged from employment with Racine County.
- Suspension without pay – The employee is given a written summary of all relevant events and is informed that he/she is suspended without pay for a specified time-period.
- Verbal warning – The employee is orally notified that the particular behavior or conduct is unacceptable and must be corrected without delay.
- Written warning – The employee is notified in writing that the particular behavior or conduct is unacceptable and must be corrected without delay.

Discharge and suspension without pay must be approved by the Human Resources Director or designee prior to imposition. Refer to Chapter 17 of this manual for the grievance procedure.

## **12. Employment Separation**

<sup>8</sup> This does not preclude the presence of a Human Resources Department representative, if requested by the supervisor.

**A. A. Policy**

Separation is the severance of the employer-employee relationship that exists between the countyCounty and an employee. The severance of this relationship occurs through resignation, discharge, retirement, or death. The countyCounty reserves the right to discharge any employee immediately should it be deemed appropriate.

**B. Definitions**

*Death:* Death is considered a separation when it occurs while a person is still an employee of the countyCounty.

*Discharge:* An involuntary separation of an employee from countyCounty employment.

*Resignation:* A voluntary separation by an employee from countyCounty employment.<sup>9</sup>

*Retirement:* A voluntary separation from regular countyCounty employment by an employee who is enrolled in the Wisconsin Retirement System (WRS) and has

1. Attained the minimum age for retirement, and is eligible for retirement benefits, under WRS; or
2. Applies for and receives a disability retirement under WRS.

**C. Requirements Concerning Resignation or Retirement**

*1. Notification*

To separate in good standing, a ~~An employee – other than exempt employees with salary schedules 060, 070, 080, 090, 100, and 100~~ above EX 080 – who intends to resign or retire must complete a separation notice to his/her immediate supervisor and the Human Resources Department at least ten (10) working days prior to his/her last day of work. The 10-day notice period must be completed as days worked. To separate in good standing, all exempt employees with salary schedules 060, 070, 080, 090, 100, and 110 above EX 080 who intend to resign or retire must complete a separation notice to his/her immediate supervisor and the Human Resources Department at least three (3) weeks 15 working days prior to his/her last day of work and work through that period. Employees who do not give sufficient notice shall lose accrued vacation pay ~~unless the department head grants a waiver. Employees who are involuntary terminated shall lose accrued vacation pay.~~

**Commented [a23]:** This is inconsistent with the vacation policy above. If the policy allows for payout of vacation pay above, it needs to be consistent here.

*2. Separation Procedures*

Employees leaving countyCounty employment must return all countyCounty property such as countyCounty uniforms, credit cards, identification cards, keys, passwords, computer files, paper files, tools and equipment on or before their last day of work. It shall be the responsibility of the

<sup>9</sup> An employee who is absent for three (3) or more consecutive days without notifying his/her supervisor is considered to have resigned from countyCounty employment.

department head to ensure that this is accomplished. Employees may complete an exit interview [survey form](#), or meet with ~~the Affirmative Action Officer~~ [a Human Resources Manager](#) to conduct an exit interview.

3. *Sick Day Payouts*

Employees shall be paid at the rate of \$10 per day for sick day payouts.

4. *Separation Process-Employee Not Eligible to Retire*

If an employee who is enrolled in WRS separates from employment, but is not then eligible for retirement, the employee is responsible for contacting WRS to discuss his/her options: (a) obtain a Separation Application from the ETF, which will authorize a lump sum, cash payment of the employee's contributions minus benefit adjustment contributions, if any; or (b) leave his/her deposits with the WRS which allows the individual to withdraw funds at a later date or to draw a retirement annuity after age 55 (age 50 for employees in protective service occupations) if otherwise eligible for an annuity. This option may depend upon the individual's age. In the event of the death of an employee, the employee's beneficiary may receive a survivor benefit.- 41 -

**13. Reduction in Force**

**A. Policy**

The County Executive may authorize the layoff of an employee whenever it is necessary to reduce the work force. Layoffs shall be based on departmental needs. The Director of Human Resources shall notify each laid off person of all his/her rights. Regular employees may receive 10 days-notice prior to layoff when practicable. The County Board Finance and Human Resources Committee shall be informed.

**B. Employee Benefits during Reduction in Force**

Benefits will be continued in accordance with applicable state and federal law and, in the case of insurance plans, subject to the conditions of the applicable plan. Employees may continue to participate in the group health and dental insurance plans as provided by the Consolidated Omnibus Budget Reconciliation Act (COBRA). Employees may purchase a conversion life insurance policy.

Employee pension contributions are not made during layoff. However, previous pension contributions remain in the Wisconsin Retirement System (WRS) plan during layoff. The employee may apply for a separation benefit or annuity according to the WRS procedure.

Accumulated accrued paid benefit time is paid out upon layoff. A lump sum payout of vacation or other payout will not be considered as time worked.

Employees who are in layoff status while receiving Worker's Compensation benefits continue to receive their benefits as required by statute. Disability pay ceases upon date of layoff. Funeral leave, witness pay, and jury service are not earned or available during layoff.

**C. Recall**

Recall shall be at the discretion of management. In the event the employee is recalled, the Human Resources Director will send a recall notice by certified mail to the employee's last address on file with the Human Resources Department. The employee will be given a maximum of five (5) working days in which to respond. Employees failing to respond within the time limits or declining recall will be presumed to have resigned from ~~county~~County employment.

Employees recalled within six (6) months of the reduction in force date will retain their original date of hire. Employees recalled after six (6) months will be treated as newly hired employees for purposes of benefit eligibility.

**14. Emergencies**

**A. Policy**

During emergency conditions, the County Executive may declare an emergency and may close County facilities or portions of facilities for specified shifts or for longer periods of time. The County Executive may also allow employees to be dismissed early and may excuse tardiness during a declared emergency. Only the County Executive, Human Resources Director or designee may declare that an emergency condition exists.

**B. Notification of a Declared Emergency**

If an emergency is declared during working hours, employees will be notified by their department heads or designee. In addition, information concerning emergency conditions will be announced over designated radio stations.

**C. Essential Employees**

Each department shall maintain a list of positions that must continue to provide services during emergency conditions. These employees are required to work during declared emergencies and will not be excused from work. All employees in the following organizations designated as essential services are expected to report to work unless individual departmental policy indicates otherwise:

- Sheriff's Office
- Juvenile Detention Center
- Highway Division
- Buildings and Facilities Division
- Communications Center

Employees working on days in which a snow emergency is declared will not be eligible for compensation other than their normal pay.

**D. Attendance and Compensation of Non-Essential Employees**

The County Executive may close ~~county~~County facilities or portions of facilities and completely excuse non-essential employees from work due to the declared emergency. These individuals will be compensated at their regular rates of pay if they are regular, full-time employees. However, persons engaged in emergency, weather-related or other essential operations will not be excused from work. ~~Regular, full-time Employees excused from work will be compensated at their regular rates of pay.~~

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Employees have the responsibility of reporting to work on time whenever ~~county~~County facilities are open. However, under certain circumstances which require the declaration of ~~emergency~~emergency, but which are not severe enough to close ~~county~~County facilities, the County Executive may allow non-essential employees additional time to report to work.

The County Executive may dismiss employees early during a declared emergency. The County Executive will notify department heads of the extent of the declared emergency and the department head will utilize his/her discretion as to which employees may be dismissed and which employees must remain so that required services are maintained.

Employees dismissed early will be paid their normal rate of pay until the end of their work shift.

When an employee has previously scheduled a period of absence from work and an emergency is declared during that absence, the employee will be charged with the use of vacation, casual, compensatory, sick or other form of leave that had previously been scheduled.

#### **E. Extended Declared Emergencies**

Under extended declared emergency conditions (beyond one [1] twenty-four [24] hour time-period), departments may be required to place employees on unpaid leave of absence.

### **15. Safety and Wellness**

#### **A. Bloodborne Pathogens Exposure Control Plan**

The Racine County Bloodborne Pathogens Exposure Control Plan, in accordance with the OSHA Bloodborne Pathogens Standard, 29 CFR §1910.1030, as adopted by Wisconsin Administrative Code Chapter Comm 32, applies to all employees who may incur occupational exposure to blood or other potentially infectious materials. The Exposure Control Plan identifies those job classifications that may have occupational exposure and how to reduce the exposure. Each department's Exposure Control Plan identifies Coordinators. The purpose of the Exposure Control Plan is to protect employees from the risk of health hazards related to bloodborne pathogens and to reduce or eliminate the risk of occupational exposure to bloodborne diseases. A copy of the Bloodborne Pathogens Exposure Control Plan is located in the Human Resources Department.

#### **B. Drug-Free Workplace**

##### *1. Policy*

Racine County prohibits an employee from engaging in the following conduct:



- On countyCounty premises, or elsewhere while engaged in countyCounty business, using, possessing, dispensing, manufacturing, distributing, or receiving
  - open alcohol intoxicants,
  - illegal drugs, or
  - other controlled substances (if not pursuant to and consistent with, lawful prescription);<sup>10</sup>
- Reporting to work under the influence of alcohol and/or with a measurable amount of illegal drugs in his/her system or with a measurable amount of other controlled substances in his/her system (if not pursuant to and consistent with, lawful prescription) \*;
- Refusing to undergo or cooperate in any alcohol and/or drug testing required by this policy;
- Knowingly disregarding the requirements of this policy, or deliberately departing from the policy in regard to subordinates;
- Providing false information in connection with a drug/alcohol test or falsifying test results through tampering, contamination, adulteration, or substitution.

Commented [a24]: Illegal Drugs should be defined. We suggest using the definition under the Federal Controlled Substances Act.

Violations of this policy will result in disciplinary action, up to and including discharge, ~~and may have legal consequences.~~

Commented [a25]: Is this County specific? Is it policy to report illegal drug use to authorities? Otherwise, I would not include the highlighted portion.

#### 2. *Employee Assistance Program*

Racine County recognizes alcohol abuse and/or drug dependency as an illness and a major health problem. The countyCounty also recognizes alcohol and/or drug abuse as a potential safety and security problem. Racine County encourages employees needing help in dealing with such problems to use its Employee Assistance Program (EAP) and health insurance plan as appropriate.

Conscientious efforts to seek such help will not be noted in any personnel record. Voluntary participation in the EAP will not affect an employee's employment status. However, it will not protect an employee from disciplinary action for a violation that may have already occurred or for failure to meet conditions of continued employment, nor will it relieve an employee of the responsibility to perform assigned duties safely and efficiently. Self-referral to the EAP after the employee is notified to undergo testing will not protect the employee from discipline resulting from the test.

#### 3. *Report of Conviction*

An employee must, as a condition of employment, abide by the terms of this policy and report in writing to his/her supervisor any criminal drug statute conviction for a violation occurring on or off countyCounty premises while conducting countyCounty business no later than five (5) days after the conviction. This requirement is mandated by the Drug-Free Workplace Act of 1988.

#### 4. *Confidential Information*

<sup>10</sup> The presence of a drug in one's system, even if prescribed, is prohibited if it poses a threat to the safe and efficient performance of the employee's or co-workers' duties.

All drug test-related information, including the test results, will be treated as confidential information. Racine County will designate a medical center to collect the sample(s) for testing, utilizing appropriate chain of custody procedures. Test results are reviewed and released to the countyCounty by an authorized Medical Review Officer (MRO).

5. *Post-Job Offer Drug Test*

After a candidate accepts a job offer for a safety sensitive position, but before he/she starts work, the candidate will be required to submit to a drug test. A positive test result for illegal drugs or for prescription drugs, for which the candidate has no prescription, will result in that candidate being disqualified from further consideration for employment.

6. *Post -Accident Testing*

A drug and/or alcohol test may be administered to staff involved in a work-related incident resulting in personal injury requiring treatment beyond simple first aid or resulting in property damage or where it appears an employee's use of drugs or alcohol likely caused or contributed to the accident.

7. *Random Testing*

The countyCounty has designated certain positions as being subject to random drug and/or alcohol testing.

8. *Reasonable Suspicion*

The countyCounty may require appropriate drug and/or alcohol testing procedures for any employee whom the countyCounty reasonably suspects to be in violation of this policy. Involvement in an on-the -job accident may constitute a basis for reasonable suspicion testing under this policy.

Reasonable suspicion is based on specific, articulated observations, receipt of information about an employee's impaired behavior from a reliable source that has been substantiated, and on any reasonable inferences drawn from those observations about the conduct of an individual that would lead the reasonable person to suspect that the individual is in violation of Racine County's drug and alcohol policy while on County time. An employee who refuses to submit to a required drug and/or alcohol test will be considered to have a positive test result.

**C. Safe Workplace**

1. *Policy*

Racine County is committed to providing a safe workplace. All violent behaviors— whether on the part of employees, contract staff or the public—are inappropriate in the workplace and will not be tolerated. All employees shall notify their supervisors of any workplace violence which they have witnessed, experienced, become aware of or have knowledge of in any way.

2. *Prohibition*

**Commented [a26]:** Do those in the designated positions know they are subject to random drug and/or alcohol testing? If not, we should have some form of notification whether in the handbook or at the time of hire.

The possession, use or threat of use of a weapon in the workplace, and any other act of workplace violence, by countyCounty employees and contract staff is prohibited. Violations of this policy shall lead to disciplinary action up to and including termination and may also result in criminal prosecution.

### 3. *Definition of Workplace Violence*

Any act of written, verbal or physical aggression that occurs in the workplace intended to physically harm an individual or that could cause a reasonable person to be in fear of imminent physical harm. It also includes the intentional unauthorized destruction or abuse of property. Examples of workplace violence may include, but are not limited to: harassment, obscene phone calls or e-mails, threats (direct or implied), stalking, unauthorized possession or inappropriate use of weapons, assault, battery, robbery, kidnapping, murder, bomb threats and arson. Workplace violence does not include the use of reasonable force in the defense of oneself or others.

### 4. *Public Access*

Racine County recognizes that workplace violence is a growing national concern that needs to be addressed by all employers. Employees of Racine County should be provided with a work environment that is as safe from harm as is reasonably possible. However, due to the need to allow public access to countyCounty facilities and services and the nature of certain employees' work, the countyCounty cannot guarantee the protection of employees or customers against acts of violence. The countyCounty may, however, regulate and direct the conduct of its employees and customers, when possible, in an effort to minimize the frequency and severity of violent incidents.

### 5. *Exceptions to Weapons Prohibition*

The weapons prohibition policy does not apply to employees who are armed in the line of duty, such as Sheriff's Deputies, except in designated restricted areas unless otherwise directed by the Sheriff. Also, employees required to utilize knives or jackknives on the job within the normal scope of their employment, as authorized by their department head, are not considered to be in violation of this policy.

### 6. *Exceptions to Violence Prohibition*

When acting within the scope of their employment, Sheriff's Office sworn personnel, jail corrections staff and Detention Center staff are exempt from these prohibitions on the use of force and possession of weapons and/or instruments of force in the workplace.

### 7. *Emergency Response Plan*

Each building where Racine County departments are located has an Emergency Response Plan designed specifically for that building. The emergency response plan outlines the proper response to incidents of workplace violence.

### 8. *Reporting Procedures*

**Commented [a27]:** In Wisconsin, employers may prohibit employees from carrying weapons in the workplace and in the course of employment off-site (Wis. Stat. Ann. § 175.60 (15m)(a)). However, employers cannot prohibit an employee from keeping a weapon in his or her vehicle, even when the vehicle is parked on property used by the employer (Wis. Stat. Ann. § 175.60 (15m)(b)). Wisconsin law does not specify storage requirements, so employers can impose storage restrictions. Employers may prohibit weapons in employer-owned vehicles. The law does not distinguish between private employers and public employers. Government as an employer can ban employees from bringing a gun to work, but the government cannot prohibit weapon storage in a vehicle by employees with a concealed carry license.

Under Wisconsin law, it is illegal to carry a gun in the following locations (Wis. Stat. Ann. § 175.60 (16)(a)):

- oAny building that is run by law enforcement (i.e. police station, sheriff's office)
- oAny building that is a correctional facility (i.e. jails, prisons) or mental health institutions
- oState, County, or federal and municipal courthouses or courtrooms
- oSchool grounds and premises
- oAny building or residence where owner gives notice that the possession of guns on their premises is prohibited.

a. Non-emergency: If an individual is acting in a suspicious, hostile or aggressive manner, even if that person is not overtly violent and an immediate threat of violence may not be present, employees should:

- Notify their supervisor,
- Keep distance between themselves and the individual,
- Become aware of escape routes,
- Call the Communications Center at 886-2300 to report non-emergency events involving suspicious activity that is not life threatening;
- Be ready to notify 9-911 if the situation escalates to an emergency situation.

Commented [a28]: Do you still need to dial 9 to get an outside line? This violates Kari's law which requires that no prefixes be required to dial 911

b. Emergency: If it is reasonable to believe that an individual is acting in a manner that poses an immediate threat to him/herself or others, employees should:

- Seek safety by leaving the area if possible;
- Notify their supervisor;
- Dial 9-911, and activate emergency alarms when available;
- When reporting an emergency event, employees should tell the dispatcher his/her name and location, report the specifics of the event in a clear and concise manner and be prepared to stay on the line and answer any questions the dispatcher may have;
- Make no attempt to control a violent individual.

Commented [a29]: See comment above

#### 9. *Restraining Orders*

Employees who are seeking or have obtained restraining orders or injunctions against abusive persons are encouraged to notify their supervisors so that appropriate measures can be taken to facilitate prudent safety measures within the workplace. When a protective or restraining order lists countyCounty workplaces as being protected areas, an employee must provide his/her supervisor with copy of the petition and declaration used to seek the order, a copy of any temporary protective or restraining order that has been granted, and a copy of any protective or restraining order that has been made permanent.

#### 10. *Alternative to Reporting Workplace Violence to Supervisor*

If an employee is not comfortable reporting incidents of workplace violence to his/her supervisor, the employee may instead report it to his/her department head, to a supervisory employee in any other countyCounty department including the Sheriff's Office, or to the Human Resources Department professional staff.

#### 11. *Reporting Responsibilities of Supervisors*

Supervisors receiving employee reports of workplace violence, or who have knowledge or information of an internal or non-emergency nature of situations that may affect the security of Racine County and its assets, must report such incidents to their department head. The department

head must complete a confidential memorandum and submit it to the Human Resources Director. The memorandum should include:

- A detailed description of what happened and where and when it happened;
- The identity of the person(s) committing the threat or violent behavior;
- The identity of the person(s) against whom the threat was made or violent behavior directed;
- The identity of the person(s) reporting or witnessing the threat or violent behavior;
- Observations that support the contention that the individual intends to follow through on a threat;
- How the matter was resolved or suggestions for minimizing the risk of a violent act based on the information available.

Should it appear that the incident requires immediate attention, a verbal report shall be made to the Human Resources Director or his/her designee followed by a confidential written memorandum. Although every effort will be made to keep reports and records made and kept pursuant to this policy confidential, they may be subject to public disclosure under Wisconsin's Public Records Law.

#### *12. Criminal Investigation*

In such cases where it appears that criminal activity may be involved, department heads and supervisors should not take any action that would jeopardize the outcome of an investigation. This includes not touching or changing anything at the scene of a violent incident until given permission by those in authority.

#### *13. Investigation and Resolution*

The Human Resources Director will respond to complaints of workplace violence with the assistance of the Sheriff's Office, if necessary.

#### *14. False Reports*

Allegations and/or reports of workplace threats or acts of violence will be taken seriously. Employees intentionally making false reports will be subject to discipline up to and including discharge.

#### *15. Privacy*

Privacy rights will be observed in the event of the need to investigate workplace violence incidents. Only those individuals with a clear need to know of a potential risk will be notified in cases where a person is perceived to be a threat to others. Anonymity of employees reporting violence or threats of violence will be maintained to the greatest extent possible by those investigating and resolving the complaint. However, there is no right to or guarantee of anonymity since it is often necessary to make the employee or customer against whom the allegation has been made aware of the complaint in order to ascertain facts pertinent to the investigation.

## 16. *Retaliation*

Anyone who engages in or assists in retaliatory actions against an employee who reports threats of workplace violence in good faith will be subject to disciplinary action up to and including termination of employment.

### **D. Safety and Wellness Program**

#### 1. *Policy*

Racine County has established a Safety and Wellness Program to provide for the safety of employees and citizens. The [countyCounty](#) will provide a clean, safe and healthy place to work. The Safety and Wellness Program shall comply with local and state requirements. Employees have an obligation to familiarize themselves with the standards of safety which apply to their work. Employees are also expected to work safely; wear required safety equipment; observe all posted safety rules and regulations; maintain neat, safe and sanitary conditions in their work area and report unsafe conditions at work.

#### 2. *Reporting Injuries*

All employees must immediately report any suspected unsafe conditions and any accident or injury, no matter how slight, to their supervisor either verbally or on the designated form obtained from their supervisor or located on the County website. The supervisor will arrange for immediate medical care if necessary. The supervisor will also investigate the situation, obtain all the necessary details and report the situation to the Human Resources Department within twenty-four (24) hours.

#### 3. *Worker's Compensation Insurance*

Work-related illness and accidents are covered by Worker's Compensation. The Employee Benefits Manager is responsible for administering the [countyCounty](#)'s program and for submitting all necessary reports unless a specific department has purchased a Worker's Compensation insurance plan.

Employees not immediately reporting injuries may jeopardize their Worker's Compensation coverage.

#### 4. *County-Provided Equipment*

The [countyCounty](#) will provide identifiable and necessary safety equipment except personal items such as safety shoes and glasses.

## 16. **Work Rules**

### **A. Attendance**

#### 1. *Policy*

Racine County has a no-fault attendance policy. Employees are expected to report for work each scheduled day at the scheduled start time and are expected to work until the end of the work period.

2. *Definitions*

Absence: An absence is any time off other than Protected Time-Off or Approved Paid Time-Off-Work.

Availability for Work: The concern is with the employee's attendance at work. Validity of either medical or other reasons for absence is not considered relevant for disciplinary purposes except for Protected Time-Off or Approved Paid Time-Off-Work

Occurrence: Any continuous period of time off work for the same reason. An exception is unreported absences for which each day is a separate occurrence. Pattern: Multiple absences occurring around other time off such as vacations, holidays, and/or weekends or always on the same day of the week.

Tardiness: The employee is not at his/her workstation at the designated start time.

Unpaid Leave of Absence: An employee requests and is approved for unpaid time.

Unreported Absence: The employee fails to report for work or call in his/her absence. Each unreported absence is a separate occurrence even if it is for consecutive days.

3. *No-fault Attendance Policy*

Any absence (also referred to herein as "time-off-work") is counted as an occurrence for disciplinary purposes with the following exceptions:

a. Protected time-off-work

Approved Family/Medical Leave, ADA accommodation and Workers Compensation are protected time-off-work and are not part of an employee's attendance record. The FMLA Administrator or designee is authorized to approve time-off for medical reasons in accordance with the Family and Medical Leave Acts.

b. Approved paid time-off-work

Approved Paid Time-Off-Work includes certain types of paid time taken with the prior approval of the supervisor:

- Vacation
- Floating or banked holiday
- Compensatory time
- Casual day

Holidays other than the floating holiday require no prior approval, unless the employee is scheduled to work on that day.

A request for approval of paid time-off-work must be submitted to the supervisor 24 hours in advance of the absence unless waived by the supervisor.

Absences of 5 or more days require a doctor's release to return to work.

a. Other reasons

The following types of time-off-work will not be considered as absence occurrences, provided the employee complies with relevant provisions of the Human Resources Policy Manual and/or an applicable collective bargaining agreement:

- Paid funeral leave
- Jury service
- Military leave
- [ADA accommodation](#)
- [Voting](#)
- [Bone marrow and organ donation leave](#)

4. *Time-off-work that is part of the attendance record*

The following forms of time-off-work will be part of the employee's attendance record and may form the basis for possible disciplinary action:

- All unapproved time whether or not the employee is in paid status.
- Any other time-off-work which is not "Protected Time-Off-Work" and which does not meet the definition of "Approved Paid Time-Off-Work" or "Other Reasons" listed above.

5. *Reporting Absence before Shift*

An employee who is absent from work is required to call his/her supervisor at least one (1) hour prior to the start of the shift giving the reason for the absence, except in the following situations:

- In an emergency situation, the employee needs to call the supervisor as soon as possible.
- For scheduled absences where the employee knows in advance of the need for the absence, the employee needs to notify his/her supervisor as soon as he/she knows of the need for the absence.

6. *Resignation – Three (3) day Unreported Absence*

An employee who is absent for three (3) consecutive working days without notifying his/her supervisor is considered to have resigned.

7. *Tardiness*

Employees will not be paid for time missed from work due to tardiness, nor will they be permitted to make the time up.

8. *Discipline*



Disciplinary action up to and including discharge may result if an employee is excessively tardy or absent, demonstrates a pattern of not punching in/out or fails to give advance notice of absence.

#### **B. Confidentiality of Information**

No employee shall use or disclose privileged or confidential information gained in the course of or by reason of his/her official position or activities. It is the [countyCounty](#)'s policy that any confidential information concerning any citizen or employee will not be released to any outside person or agency without the signed consent and authorization of the citizen or employee. It is also the policy of the [countyCounty](#) that employees are to discuss confidential information only in the performance of their duties. It is also the policy of the [countyCounty](#) that employees do not access confidential information not needed to complete specific work duties, including paper or electronic files. All employee medical information is confidential and maintained by the Employee Benefits Manager of the Human Resources Department as outlined in the Personnel Records and Transaction policy and HIPAA policy. Any infraction of these policies may be sufficient cause for immediate discharge.

#### **C. Conflict of Interest**

All [countyCounty](#) employees are subject to the provisions of the Code of Ethics, which is found in Article VI of Chapter 2 of the Racine County Code of Ordinances.

#### **D. Demeanor and Appearance**

##### *1. Policy*

Employees are expected to dress in a professional manner befitting their jobs with due consideration to the needs of the [countyCounty](#) and the perceptions of the public, vendors, and fellow employees and leaders. All employees must be well groomed. Unkempt appearance can offset many other fine qualities and can negatively affect the [countyCounty](#)'s image. Department supervisors may establish specific dress code requirements for each department that are designed to reflect the professionalism of the workplace. All protective clothing must be worn as required and removed when leaving the designated work area. Employees are expected to wear clean, neat and not wrinkled clothing including appropriate undergarments and to maintain clean and appropriate oral and body hygiene.

Employees who fail to dress in a professional manner will be expected to immediately change their appearance. This may include returning home to change clothing or groom, without compensation for the time absent from work.

##### *2. Unacceptable Attire*

Examples of items of attire deemed unacceptable include, but are not limited to:

- Dresses or skirts that are excessively short.
- Halter, tank tops, midriff or spaghetti-strap tops or dresses.
- Tight fitting, sheer clothing or clothing that is revealing, distracting or provocative.

- Jeans or shorts.
- Clothing with offensive pictures or language.
- Soiled, torn or ripped clothing.
- Beach attire and beach-type sandals or shoes.
- Sweat suits or workout attire.
- Flip-flops.

3. *Body Piercing and Tattoos*

Body piercings should be modest and conservative and should not pose any safety threat to the employee or the customer. Employees may be asked to remove body piercing apparatus during work hours if it does not reflect a professional atmosphere of service to the public or if it limits clear communications with the public. Employees may be required to cover tattoos.

4. *Casual Dress Days*

Casual dress days may be authorized by the County Executive and may have certain requirements. Employees who are required to wear uniforms or employees required to appear in court may not be able to dress in casual attire. All items deemed inappropriate above are also inappropriate for casual day except jeans.

**E. Gifts and Gratuities**

No County employee or public official may solicit or accept from any person, directly or indirectly, anything of substantial value if the item or acceptance of the item could reasonably be expected to influence his/her official action or inaction. This provision does not prohibit a public official from accepting complimentary tickets or invitations to dinners and similar functions when invited in his/her official capacity.

**Commented [a30]:** Should define this term in monetary amount.

**F. Harassment-Free Workplace**

1. *Policy*

Racine County is committed in all areas to providing a work environment that is free from harassment. Harassment based on individual sex, race, ethnicity, national origin, age, religion, sexual orientation, disability or any other legally protected characteristic will not be tolerated. All employees, including supervisors and other management personnel, are expected to abide by this policy. No person will be adversely affected in employment with Racine County as a result of complaints of unlawful harassment.

Sexual harassment is behavior of a sexual nature that is unwelcome and offensive to the person or persons victimized by it. Examples of harassing behavior may include, but are not limited to, unwanted sexual contact, foul language or an offensive sexual nature, sexual propositions, sexual jokes or remarks, obscene gestures, and displays of pornographic or sexually explicit pictures, drawings, or caricatures.

If an employee feels that he/she is being harassed, he/she should immediately report the matter to his/her supervisor. If the supervisor is not available, or is the subject of the harassment complaint, the employee should immediately contact the Human Resources Department. Once the matter has been reported, it will be promptly investigated and any necessary corrective action will be taken where appropriate. All complaints of unlawful harassment will be handled in as discreet and confidential a manner as possible under the circumstances.

Any employee engaging in improper harassing behavior will be subject to disciplinary action, including the possible termination of employment. Retaliation against any employee who reports improper harassing behavior will not be tolerated.

## **G. HIPAA Compliance/Protection of Health Information**

### *1. Policy*

It is the policy of Racine County that when employees or agents of the ~~county~~County use or disclose protected health information or when requesting protected health information from another entity, the employees and agents must make reasonable efforts to limit the use or disclosure or request for protected health information to the minimum necessary to accomplish the intended purpose of the use, disclosure or request. It is the further policy of Racine County that employees who are not specifically authorized to access protected health information shall not in any way read, access or disclose protected health information. If an employee becomes aware of protected health information that is not being treated with confidentiality, the employee shall immediately notify his or her supervisor. Every employee shall obey any departmental rules that are enacted to comply with HIPAA and protect private health information.

### *2. Definitions*

- Health information is any information whether oral or recorded in any form or medium that relates to the past, present or future physical or mental health condition of an individual, provision of health care to an individual or payment for the provision of health care to an individual.
- HIPAA stands for the Health Insurance Portability and Accountability Act of 1996,
  - which was enacted as part of a broad congressional attempt at incremental health
  - care reform. The primary purpose of HIPAA is to provide better access to health
  - insurance, limit fraud and abuse and reduce administrative cost.
- Protected health information includes all individually identifiable health information that is transmitted or maintained by the ~~county~~County regardless of form.

### *3. No Retaliation*

Racine County will not retaliate against any employee or other person exercising rights provided by HIPAA, for assisting in an investigation by the Department of Health and Human Services or another appropriate agency, or for opposing an act or practice that the employee believes in good

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faith violates the HIPAA rules. Racine County will not require any employee to waive any rights under HIPAA.

4. *Discipline*

Racine County will discipline any employee who fails to comply with the requirements of this section and with any rules and regulations developed by a particular department to comply with HIPAA and its regulations. Discipline may include termination of employment.

**H. Information Technology Use**

1. *Policy*

Pursuant to the Electronic Communications Privacy Act of 1986 (18 USC 2510 et seq.), notice is hereby given that there are **no** facilities provided by this system for sending or receiving private or confidential electronic communications. System administrators have access to all mail and employee access requests, and will monitor messages as necessary to assure efficient performance and appropriate use. Messages relating to or in support of illegal activities will be reported to the appropriate authorities.

2. *Interference with Network Security Systems*

Racine County has installed a variety of systems to assure the safety and security of its networks. Any employee who attempts to disable, defeat or circumvent any [countyCounty](#) information security system will be subject to disciplinary action.

3. *Monitoring and Privacy of Internet Communications and Usage*

The [countyCounty](#) also has software and systems in place that can monitor and record every aspect of internet usage, and the [countyCounty](#) reserves the right to do so at any time. No employee has any expectation of privacy as to his/her internet usage.

The [countyCounty](#) reserves the right to log network use and monitor file server space utilization by employees and assumes no responsibility or liability for files deleted due to violation of file server space allotments. The [countyCounty](#) further reserves the right to remove an employee account from the network.

4. *Telephone and Voicemail Systems*

The telephone system is to be used primarily for Racine County business purposes, but the [countyCounty](#) realizes that some personal calls may be necessary. While at the workplace, employees are permitted to make or receive brief personal telephone calls that are urgent or extremely difficult to schedule outside work hours. Whenever possible, employees should make and receive personal telephone calls during meal or break times. In addition, wherever possible such calls should be made or received on employees' personal cell phones (or on [countyCounty](#)-issued cell phones, provided that employees reimburse the [countyCounty](#) for such use).

Employees who make fraudulent, unlawful or abusive calls on [countyCounty](#) telephones are subject to discipline, up to and including discharge, and possible criminal prosecution. Employees should report any threatening, intimidating or harassing telephone calls received at work to their supervisor or to the Human Resources Department. Whenever possible, employees should avoid using fee-based telephone services such as directory assistance. Use of fee-based telephone services for personal purposes is subject to reimbursement to the [countyCounty](#).

Voicemail, like other components of the Racine County telephone system, is intended for business use only. Employees should respond promptly to their voicemail messages and delete old messages. Although employees need a password to access the voice-mail system, they should not expect that voicemail messages are private.

#### 5. *E-mail*

Employees should be aware that once an e-mail message has been sent to or accessed by others, it is possible to readily forward that e-mail to any number of individuals, without the consent or knowledge of the originator. E-mail messages are similar to printed communications and should be written with the same care. Employees should be aware that their communications may be perceived by recipients as expression of official County policy and should conduct themselves accordingly.

#### 6. *Data Security*

Employees must safeguard their login ID and password from disclosure to any person. Employees must use their own login ID and password, are responsible for all activity on their login ID, and must immediately report any known or suspected compromise of their ID to the Information Systems Department.

#### 7. *Downloading*

Downloading of non-executable files for business use is permitted. These would include such items as reports, adobe pdf files, and information flyers that may be useful to the [countyCounty](#), from other institutions or government agencies.

Executable software, such as downloadable screen savers, demo software or software upgrades (excluding anti-virus updates that are approved and provided by Information Systems), should not be downloaded without first consulting with Information Systems staff. This type of software may contain viruses, which could harm the [countyCounty](#)'s network. If such a file is required, contact the Information Systems Department to see if a needed file can be safely brought into the [countyCounty](#) network. In addition, announcements or other written or printed material not related to the conducting of County business may not be posted or displayed on County premises without written approval from the County Executive or Human Resources Director.

### **I. Nepotism**

Members of immediate families shall not be hired, transferred into or employed in a County department or operation where another member of that same family has direct supervisory or administrative authority. "Immediate family" for this policy shall include parents, stepparents,

spouse, children, stepchildren, siblings, step-siblings, in-law relatives, grandparents, aunts, uncles, nieces and nephews.

**J. No-Smoking Policy**

No smoking is allowed in buildings owned by the countyCounty and operated by its employees or in any countyCounty-owned motor vehicle. Individual countyCounty departments may also have a separate policy for no smoking rules. Refer to the Smoking section in the Racine County Code of Ordinances for additional information.

**K. Outside Employment**

County employees may engage in outside employment unless such employment conflicts with or affects the performance of their duties.

No person shall hold more than one full-time or part-time countyCounty position at the same time.

All fees, gratuities, honoraria or any other form of compensation for outside services performed during normal countyCounty work hours or while being paid by the countyCounty shall be turned over to the countyCounty. This subsection shall not be construed to apply to activities performed after regular work hours, while an employee is on a bona fide vacation, taking floating or other holidays or to part-time employees except during those times when they are actually providing services to the countyCounty. It shall not apply to the reimbursement of actual and necessary expenses incurred under such circumstances. Failure to comply with these conditions shall be considered grounds for immediate termination.

Sworn law enforcement officers employed in any capacity by the countyCounty will fall under the Sheriff's Office part-time work policy in addition to all other provisions of this section.

**L. Political Activity**

No employee is precluded from engaging in political activity provided that such activity does not interfere with normal work performance, is not conducted during normal working hours and does not involve the use of countyCounty equipment or property.

**M. Rules of Conduct**

Disciplinary action up to and including discharge, depending on the severity of the behavior, may result if an employee is determined to have engaged in any of the following prohibited actions:

- 1) Dishonesty in any form or degree, including misleading or deceptive conduct.
- 2) Falsification or unauthorized alteration of records, employment applications, time sheets, time cards, records or other documents.
- 3) Failure to assist a citizen or employee in an emergency situation where such assistance is within the normal scope of the employee's duties.
- 4) Excessive tardiness, absenteeism or a pattern of failing to punch in/out.

- 5) Failure to report absence at least one hour prior to the start of the scheduled shift, except in the case of emergencies.
- 6) Violation of the Racine County Drug Free Work Place policy.
- 7) Behavior detrimental to the operation of the department or disruption to the workplace, including but not limited to: actions or verbal exchanges considered to be rude, behavior that is disrespectful, dismissive, demeaning, or inappropriate (such as bullying or gossiping).
- 8) Fighting, gambling or horseplay which creates a disturbance or hazard; using profane, obscene or abusive language while at work; threatening, intimidating or coercing others on County premises or carrying unauthorized weapons.
- 9) Insubordinate conduct towards a supervisor or undermining the authority of a supervisor.
- 10) Refusal to carry out the reasonable instructions of a supervisor.
- 11) Causing or working unauthorized overtime.
- 12) Failing to cooperate with others or discourteous treatment of others.
- 13) Engaging in immoral, illegal, profane or disrespectful conduct.
- 14) Leaving the job without permission during regularly assigned working hours.
- 15) Working another job while absent.
- 16) Conducting personal business, using County equipment for personal use, or using personal electronic devices during regularly assigned working hours, including but not limited to, cell phones, electronic readers, iPads, and laptops.
- 17) Sleeping while on duty.
- 18) Creating unsafe or unsanitary conditions.
- 19) Stealing or unauthorized use of County equipment or possessions.
- 20) Misuse or unauthorized use of County property.
- 21) Loss, damage, destruction or unauthorized removal or use of property belonging to the ~~county~~County, employees or citizens.
- 22) Negligence in observing fire prevention or safety regulations or failure to report on-the-job injuries or unsafe conditions.
- 23) Inefficient performance of duties, incompetence, neglect of duty or loafing.

- 24) Substandard quality or quantity of work, including deliberate reduction of output.
- 25) Failure to complete assignments promptly and accurately.
- 26) Racine County unequivocally condemns harassing, intimidating, threatening or assaulting fellow employees at and away from the workplace. If the [countyCounty](#), at its discretion, deems an employee to be dangerous to him or herself or others, immediate discharge may result. Refer to the Harassment-Free Workplace Policy and/or Safe Work Place Policy.
- 27) Violation of any other commonly accepted reasonable rule of conduct.

This list is not intended to cover all possible rule violations, but is intended to provide examples. Racine County reserves the right to modify this list at any time or determine whether any other conduct is contrary to the interests of the [countyCounty](#) and warranting of disciplinary action up to and including discharge.

Racine County treats all violations of policy, rules of conduct, and general expectations of professional conduct very seriously. Violation of these policies, rules of conduct, and general expectations of conduct can subject an employee to discipline, up to and including discharge.

#### **N. Solicitation Policy**

Employees are prohibited from engaging in any of the following non-[countyCounty](#) business activities during working hours, and employees and non-employees are prohibited from engaging in such activities at any time on [countyCounty](#) property:

- Solicitation of any kind,
- Collection of funds,
- Transaction of business not related to the [countyCounty](#).

With the exception of the United Way Fund Campaign and/or other activities benefiting recognized not for profit organizations (authorized by the County Executive), collections or contributions are not allowed, nor are salespersons, solicitors or solicitations allowed in [countyCounty](#) buildings, except as related to [countyCounty](#) business.

### **17. Employee Grievance Procedure**

#### **A. Policy**

Effective employee-employer relationships are necessary to carry out Racine County's responsibilities to its citizens in an efficient and economical manner. For the purpose of maintaining harmonious employee-employer relationships, it is advisable to promptly consider and equitably address employee grievances informally. Therefore, both supervisors and employees are expected to make every effort to resolve problems as they arise. However, it is recognized that some grievances will be resolved only by a more formal procedure.



Racine County reserves all rights and the grievance procedure does not create a contract of employment. Employees of Racine County are employed at-will and may resign with or without reason. Consistent with applicable law, Racine County may sever the employment relationship at any time with or without reason.

## B. Scheduling

Grievance meetings and hearings ~~will~~ will usually be held during normal work hours ~~the grievant's off-duty hours~~. Time spent in grievance meetings and hearings will ~~not~~ be considered as compensable work time.

**Commented [a31]:** Requiring the grievance hearing to be held during off-duty hours and non-compensable may be seen as an effort to dissuade employees from making grievance and potentially retaliatory. I suggest revisiting this policy.

## C. Employees Covered

This grievance procedure applies to regular employees who are not covered by a collective bargaining agreement. It also applies to regular employees, other than those in Protective Occupation Participant status, who are covered by a collective bargaining agreement.

## D. Definitions

### 1. Discipline

For purposes of this chapter, the term “Discipline” shall only mean these forms of corrective action or discipline set forth in Chapter 11 of this manual:

- Suspension without pay
- Discharge

### 2. Grievance

For purposes of this chapter, the term “Grievance” shall mean a formal complaint by a regular ~~county~~ County employee, on behalf of him/herself alone, alleging a specific violation of the personnel rules and regulations of the ~~county~~ County as set forth in the Human Resources Policy Manual, or a complaint alleging a violation of workplace safety. Grievances should be addressed promptly; therefore, any grievance must be presented within ten (10) working days after the time the affected employee knows, or should know, the facts causing the grievance.

### 3. Termination

For purposes of this chapter, the term “Termination” shall only mean “discharge” as defined in Chapter 12 of this manual, except that it shall *not* include:

- Discharge of an employee during an introductory period, or an extension of an introductory period, as established in Chapter 1 of this manual;
- Failure of an individual to pass a post-employment offer drug screen and/or, if applicable, a post-employment offer physical examination;
- Discharge of an employee other than a “regular” employee as defined in Chapter 11 of this manual.

Layoff, which is a separation from *active* employment, but not a severance of the employer-employee relationship, does not constitute a “termination” for purposes of this chapter. Layoff is governed by Chapter 13 of this manual.

#### 4. *Workplace safety*

For purposes of this chapter, the term “Workplace safety” shall only mean conformance, as required, with applicable State or Federal statutory or regulatory prescriptions concerning employee safety personal to the employee filing the grievance in a place of employment or public building.

### **E. Employee Representation**

An employee shall be afforded an opportunity to be represented at each of the steps in the grievance procedure by one representative of his/her choice at the employee’s expense.

### **F. Time Limits**

The limits contained in the grievance procedure outlined herein may be extended by mutual consent.

### **G. Steps and Procedures**

#### *Step 1: Discussion of the Problem with the Supervisor*

Employees having a problem regarding their employment shall first discuss the problem with their immediate supervisor to try to obtain a resolution.

#### *Step 2: Discussion of the Problem with the Department Head*

In the event the immediate supervisor’s decision does not resolve the problem, the employee may, within five (5) working days, present his/her grievance in writing to the department head. This grievance shall fully state the details of the problem and suggest a remedy. The department head shall, within ten (10) working days of receipt of the grievance, meet and discuss the grievance with the employee and then reply in writing within ten (10) working days.

#### *Step 3: Discussion of the Problem with the Director of Human Resources*

In the event that the department head’s decision does not satisfy the employee’s grievance, the employee may, within five (5) working days, present the grievance in writing to the Director of Human Resources who shall hear the grievance within ten (10) working days after receipt. If the grievance is not presented within five (5) working days of the department head’s response at step 2, it shall terminate the grievance procedure for that grievance. The Director of Human Resources shall meet with the employee and his/her representative, if any, within ten (10) working days of the grievance. The Director of Human Resources shall investigate to ascertain the facts surrounding the dispute and shall reply in writing to the employee within ten (10) working days after the completion of the investigation. Except in cases involving discipline, discharge, or workplace safety, the decision of the Director of Human Resources shall be final.

*Step 4: Procedure in Cases Involving Discipline, Discharge, or Workplace Safety*

This step applies only in cases involving discipline or discharge of the employee affected, or a concern about workplace safety affecting the employee.

*4a. Presentation of the Problem before an Impartial Hearing Officer*

In the event the decision of the Director of Human Resources does not satisfy the employee, the employee may reduce the grievance to writing for presentation before an Impartial Hearing Officer. The employee must file his/her notice of intent to present the matter before an Impartial Hearing Officer with the Director of Human Resources no later than ten (10) working days following the receipt of the decision of the Director of Human Resources. Failure of the grievant to follow the timelines and other requirements of the Grievance Procedure shall result in the Impartial Hearing Officer not having jurisdiction over the matter and shall terminate the Grievance Procedure.

The Impartial Hearing Officer shall meet with the employee and his/her representative, if any, and with a representative of Racine County, within thirty (30) working days of the date that the notice of intent was filed with the Director of Human Resources. The Impartial Hearing Officer shall investigate to ascertain the facts surrounding the dispute, and he/she may arrange for an electronic and/or written record of the proceedings.

The Impartial Hearing Officer shall render a decision whether based on the preponderance of evidence presented, has the grievant proven the decision of the Administration to be arbitrary and capricious in writing, and shall provide such decision to the employee, with a copy to the Director of Human Resources, within twenty (20) working days after the completion of the investigation of the facts surrounding the dispute. It shall state the findings of fact and conclusions underlying the Impartial Hearing Officer's decision with sufficient detail to permit, if necessary, a review by the Racine County Board of Supervisors on the basis of that decision.

The Impartial Hearing Officer shall have no power to issue any remedy, but the Impartial Hearing Officer may recommend a remedy. Remedial authority shall be subject to the determination and approval of the County Executive or the Finance and Human Resources Committee.

*4b. Appeal to the Racine County Board of Supervisors*

In the event the decision of the Impartial Hearing Officer does not satisfy the employee, the employee may appeal the matter to the Racine County Board of Supervisors. Likewise, in the event the decision of the Impartial Hearing Officer does not satisfy the ~~county~~County, the ~~county~~County may also appeal the matter to the Racine County Board of Supervisors. The employee must file his/her notice of intent to appeal the matter to the Racine County Board of Supervisors with the Director of Human Resources, and, if the ~~county~~County intends to appeal, it must notify the employee of its intent to do so. In each case, the notice of intent to appeal shall contain a concise statement of the reasons for disagreeing with the decision of the Impartial Hearing Officer. The notice of intent to appeal must be provided to the other party no later than ten (10) working days following the receipt of the decision of the Impartial Hearing Officer.

The appeal shall be considered by the Finance and Human Resources Committee within thirty-five (35) working days of the date of the notice of intent to appeal the decision of the Impartial Hearing Officer. The Finance and Human Resources Committee shall review the matter on the basis of the notice of intent to appeal and the record provided by the Impartial Hearing Officer. The proceedings shall be conducted in conformance with the Wisconsin Open Meetings Law. The Finance and Human Resources Committee shall not uphold the decision of the Impartial Hearing Officer if it finds such decision to be arbitrary and capricious.

The Finance and Human Resources Committee shall agree on a recommended disposition thirty-five (35) days from the date of the hearing of the appeal and shall introduce a resolution embodying its recommended disposition to the full County Board. Disposition shall be final upon adoption of a resolution by the County Board.

#### **H. Impartial Hearing Officer**

An Impartial Hearing Officer must possess the knowledge and ability to conduct hearings, and to render and write decisions, in accordance with appropriate, standard practice. An Impartial Hearing Officer must not have a personal or professional interest that conflicts with his/her objectivity in the hearing. A Racine County employee whose professional duties include service as a hearing officer and who is otherwise qualified to serve as an Impartial Hearing Officer is not precluded from so serving merely because of his/her employment relationship with Racine County.

Racine County may enter into agreements with other local governmental units, under which Racine County employees may serve as Impartial Hearing Officers for those local governmental units and their employees may serve as Impartial Hearing Officers for Racine County.

#### **I. Administration of the Grievance Procedure**

The Director of Human Resources shall be responsible for administering this grievance procedure. Department heads may invite a member of the Human Resources Department to be present at Step 2 of the grievance procedure for the purpose of advice and counsel on resolving the issue.

#### **J. Limitations on Use and Effect of the Grievance Procedure**

- This grievance procedure shall not be construed to grant job tenure to employees.
- This grievance procedure shall not apply to department heads appointed by the County Executive, all of whom who serve at the pleasure of the County Executive.
- The processing of a grievance under this procedure shall not be construed as limiting an employee's rights of appeal to applicable federal and state agencies, nor abrogate any legal means of redress to the courts.
- The time limits contained in the grievance procedure shall not be controlling concerning appeals of alleged claims of discrimination under the Civil Rights Act or other federal and state statutes covering equal employment opportunity.
- ~~Regular~~ Regular employees dismissed during their introductory period shall not have recourse to this grievance procedure.

## 18. Salary Administration

### A. **Applicability**

This section is applicable to salaries and wages for all non-represented [countyCounty](#) employees. Matters pertaining to wages and salaries in the [countyCounty](#)'s bargaining agreements with represented bargaining units will continue to be governed by the terms of those agreements, insofar as those matters are appropriate subjects of bargaining under Wisconsin law and insofar as they are inconsistent with the provisions of this manual.

### B. **Policy**

The purpose of the Salary Administration Plan is to maintain salary grades and salary ranges within those grades consisting of minimum and maximum rates of pay.

### C. **Salary Plan**

The Human Resources Director is responsible for the overall development, maintenance and administration of the Salary Plan, in cooperation with the County Executive, department heads, key staff employees and other appropriate resources. The objectives of the Salary Plan are to provide an appropriate salary structure to recruit and retain competent individuals.

In determining salary ranges within the Salary Plan, consideration is given to such factors as:

- The amount and kind of training and experience required to perform the work;
- The fiscal policies of the [countyCounty](#);
- Providing appropriate pay incentives for satisfactory or outstanding job performance; and
- Other pertinent economic considerations.

### D. **Entrance Pay upon Initial Employment The entrance pay rate shall be the minimum rate of the pay range for the position.**

### E. **Above Entrance Pay Rate**

A department head may recommend that a particular appointment be made above the entrance pay rate. Such requests must be made in writing to the Human Resources Director. The request must include factual justification such as present compensation, exceptional qualifications, competitive market situations or similar reasons. Salaries and years of service of current incumbents in the same job category throughout the [countyCounty](#) will also be considered.

The County Executive may authorize a starting salary of up to the mid-point of the appropriate salary range. If the request is to start the employee at a salary above the mid-point, the approval of the County Board Finance and Human Resources Committee is also required.

### F. **Maximum Rate**

The salary paid to the incumbent of any position in a given classification shall not exceed the maximum rate in the salary range for that classification.

**G. Promotions, Demotions, and Transfers**

1. Employees cannot promote or transfer to a new department if employee worked in the current department for less than one year without approval from their current department head.

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2. Definitions

Change in Work Assignment: Movement of an employee from one assignment to another in the same classification within the same department.

Demotion: Movement of an employee to a position with a different salary range in which both the minimum and the maximum are lower than those of the employee's current salary range.

Promotion: Movement of an employee to a position with a different salary range in which both the minimum and the maximum are higher than those of the employee's current salary range.

Transfer: Movement, other than a change in work assignment, of an employee to a position that does not (a) place the employee in a salary range for which both the minimum and the maximum are higher than those of the employee's current salary range, or (b) place the employee in a salary range for which both the minimum and the maximum are lower than those of the employee's current salary range.

3. Promotions

a. Salary placement upon promotion

The employee shall receive an immediate increase on the effective date of the promotion. This increase is separate and distinct from any general or annual salary adjustment.

Results in a 0-5% increase in salary not to exceed the new position maximum salary.

The County Executive may approve an increase of greater than 5%, up to the midpoint when pay increase is counterintuitive with internal promotions. If increase is above midpoint, the approval of the County Board Finance and Human Resources Committee is also required.

b. Salary review date for promotions

The salary review date will be one year from the effective date of the promotion.

4. Demotions

a. Salary placement upon demotion

• Due to transfer request or position elimination

1. Non-Represented to non-Represented: The employee is placed at the salary closest to the employee's current rate without an increase in pay.

2. Non-represented to represented: The employee is placed at the salary closest to the employee's current rate without an increase in pay unless there is a different provision in the bargaining agreement.

In no case will the pay exceed the maximum of the pay range of the job to which the employee is demoted.

- Due to disciplinary action

1. Represented Employee: The employee will be placed at a salary level in the lower range consistent with the employee's total years of continuous service, but not resulting in an increase in pay or will follow procedure in the bargaining agreement of the lower position if it specifies another procedure.
2. Non-represented Employee: The employee will be placed at the step in the salary range that results in a minimum of 1% decrease in pay.

- b. Salary review date for demotions

The employee shall retain his/her current salary review date.

#### 4.5. Transfers

- a. Salary placement upon transfer

- Non-represented to non-represented or represented to represented in the same bargaining unit: Results in no salary change.
- Represented to non-represented or represented between bargaining units: The employee will be placed at the rate closest to the employee's current rate of pay whether it results in an increase or decrease in pay, or will follow the bargaining agreement of the new position if it specifies another procedure.

- b. Salary review date for transfers

The employee shall retain his/her current salary review date.

## **H. Compensation During Temporary Assignment**

1. Promotion

Temporary assignment pay is available upon approval of the County Executive. The employee will be given the promotional title designated as "Acting". After serving in the promotional position for thirty (30) working days, the employee will be given a salary increase for the remaining period of the temporary vacancy. Under extenuating circumstances and upon recommendation of the Human Resources Director, the County Executive may authorize the salary increase to begin as soon as the employee begins the temporary assignment. The salary increase will be at least five percent (5%) of the employee's current base salary or the minimum of the

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salary range assigned to the promotional position, whichever is higher, but not to exceed the position's maximum salary.

2. *Demotion*

An employee who is temporarily assigned to a position with a lower pay range for any period shall not receive a reduction in pay.

**I. Longevity Pay**

Except as may be required by collective bargaining agreements with the Deputy Sheriffs Association and/or the Command Staff Association, Racine County no longer pays longevity pay to any represented or non-represented employees, regardless of their date of hire or length of continuous service. ~~67~~

**J. Special Types of Compensation**

1. *Call-in Pay*

Employees called in will be paid only for time actually worked (straight time or overtime, as applicable).

2. *On-call ~~Pager~~ Pay for ~~Buildings &~~ Facilities Management Staff*

On-call ~~pager~~ pay will be uniform for all ~~Buildings &~~ Facilities Management staff, regardless of the building to which they are assigned.

3. *Shift Premiums*

Shift premiums will normally not be paid. Shift premiums may be authorized where necessary to ensure adequate, quality staffing.-



**Appendix A-Summary of Active Employee Benefits**

Employee Category	Insurance-Type Benefits							Non-Insurance Benefits				
	Dental	Health	Life Insurance	Long Term Disab.	Short Term Disab.	Unemp.	Worker's Comp	Def. Comp.	EAP	Flex. Spend	Health Clinic	Training & Tuition
<b>Full-time</b>												
Exempt	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Non-exempt	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Deputies <sup>1</sup>	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes <sup>2</sup>	Yes	Yes
Command Staff <sup>1</sup>	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes <sup>2</sup>	Yes	Yes
<b>Part-time</b>												
> 20 but <40 hrs	No	No	Yes <sup>4</sup>	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	No
<20 hrs	No	No	No	No	No	Yes	Yes	No	No	No	Yes	No

<sup>1</sup> Benefits are subject to collective bargaining; this reflects benefits as of 12/31/11.

<sup>2</sup> County contribution; all others entirely employee contribution.

<sup>3</sup> Pro-rated

<sup>4</sup> At 50% premium share

<sup>5</sup> Previously earned sick time may be paid out at \$10/day.

**Appendix A-Summary of Active Employee Benefits**

Employee Category	Paid Time Off									
	Holidays	Casual Time	Sick Time	Civil Leave	FMLA	Funeral Leave	Jury Service	Military Leave	Unpaid Leave	Vacation
<b>Full-time</b>										
Exempt	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Non-exempt	Yes	Yes	No <sup>5</sup>	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Deputies	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Command Staff	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes
<b>Part-time</b>	Yes <sup>3</sup>	Yes <sup>3</sup>	No	Yes <sup>3</sup>	Yes <sup>3</sup>	Yes <sup>3</sup>	Yes <sup>3</sup>	Yes <sup>3</sup>	Yes <sup>3</sup>	Yes <sup>3</sup>
> 20 but <40 hrs										
<20 hrs	No	No	No	No	No	No	No	No	No	No

<sup>1</sup> Benefits are subject to collective bargaining; this reflects benefits as of 12/31/11.

<sup>2</sup> County contribution; all others entirely employee contribution.

<sup>3</sup> Pro-rated

<sup>4</sup> At 50% premium share

<sup>5</sup> Previously earned sick time may be paid out at \$10/day.

**Appendix B- Post-Medicare Retiree Health Eligibility Based on**

**Date of Hire, by Employee Group**

Employee Group	Eligible for Post-Medicare Retiree Health Coverage If Hired <i><b>BEFORE</b></i>
Non-represented	September 1, 1998
AFSCME 310 (Ridgewood)	January 1, 2000
Ridgewood RN's	January 1, 2000
IAMAW-HSD	March 1, 2000
IAMAW-Courthouse	January 1, 2001
Attorneys Association	January 1, 1999
Teamsters	September 1, 2000
Deputy Sheriffs	June 1, 1998
Command Staff	June 1, 1998

**Appendix C- Retiree Benefits Eligibility**  
**Based on Dates of Hire and Retirement, by Employee Group**

<b>Employee Category</b>	<b>Hire Date</b>	<b>Retirement Date</b>	<b>County Service Years</b>	<b>Retiree Health</b>	<b>Post-Medicare Retiree Health (Supplement)</b>	<b>Survivor Health Coverage</b>	<b>Post-Medicare Survivor Coverage (Supplement)</b>	<b>Retiree Dental</b>	<b>Retiree Life Insurance</b>
Non-represented	Pre-9/1/98	1 /1 /12-12/31 /12	> 10	Yes	Yes	Yes	No	COBRA	None
	Pre-9/1/98	1 /1 /13-	< 15	No	No	No	No	COBRA	None
	Pre-9/1/98	1 /1 /13-	> 15	Yes	Yes	Yes	No	COBRA	None
	9/1 /98-12/31 /1 1	1 /1 /12-12/31 /12	> 10	Yes	No	Yes	No	COBRA	None
	9/1 /98-12/31 /1 1	1 /1 /13-	< 15	No	No	No	No	COBRA	None
	9/1 /98-12/31 /1 1	1 /1 /13-	> 15	Yes	No	Yes	No	COBRA	None
	1/1/12-	1 /1 /13-	< 15	No	No	No	No	COBRA	None
	1/1/12-	1 /1 /13-	> 15	100% prem.	No	100% prem.	No	COBRA	None
AFSCME	Pre-1 /1 /00	1 /1 /12-12/31 /12	> 10	Yes	Yes	Yes	No	COBRA	None
	Pre-1 /1 /00	1 /1 /13-	< 15	No	No	No	No	COBRA	None
	Pre-1 /1 /00	1 /1 /13-	> 15	Yes	Yes	Yes	No	COBRA	None
	1 /1 /00-12/31 /1 1	1 /1 /12-12/31 /12	> 10	Yes	No	Yes	No	COBRA	None
	1 /1 /00-12/31 /1 1	1 /1 /13-	< 15	No	No	No	No	COBRA	None
	1 /1 /00-12/31 /1 1	1 /1 /13-	> 15	Yes	No	Yes	No	COBRA	None
	1/1/12-	1 /1 /13-	< 15	No	No	No	No	COBRA	None
	1/1/12-	1 /1 /13-	> 15	100% prem.	No	100% prem.	No	COBRA	None
Ridgewood RN	Pre-1 /1 /00	1 /1 /12-12/31 /12	> 10	Yes	Yes	Yes	No	COBRA	None
	Pre-1 /1 /00	1 /1 /13-	< 15	No	No	No	No	COBRA	None
	Pre-1 /1 /00	1 /1 /13-	> 15	Yes	Yes	Yes	No	COBRA	None
	1 /1 /00-12/31 /1 1	1 /1 /12-12/31 /12	> 10	Yes	No	Yes	No	COBRA	None
	1 /1 /00-12/31 /1 1	1 /1 /13-	< 15	No	No	No	No	COBRA	None
	1 /1 /00-12/31 /1 1	1 /1 /13-	> 15	Yes	No	Yes	No	COBRA	None
	1/1/12-	1 /1 /13-	< 15	No	No	No	No	COBRA	None
	1/1/12-	1 /1 /13-	> 15	100% prem.	No	100% prem.	No	COBRA	None

**Appendix C- Retiree Benefits Eligibility**  
**Based on Dates of Hire and Retirement, by Employee Group**

Employee Category	Hire Date	Retirement Date	County Service Years	Retiree Health	Post-Medicare Retiree Health (Supplement)	Survivor Health Coverage	Post-Medicare Survivor Coverage (Supplement)	Retiree Dental	Retiree Life Insurance
HSD	Pre-3/1 /00	1/1/12-12/31/12	> 10	Yes	Yes	Yes	No	COBRA	None
	Pre-3/1 /00	1/1/13-	< 15	No	No	No	No	COBRA	None
	Pre-3/1 /00	1/1/13-	> 15	Yes	Yes	Yes	No	COBRA	None
	3/1 /00-12/31 /1	1/1/12-12/31/12	> 10	Yes	No	Yes	No	COBRA	None
	3/1 /00-12/31 /1	1/1/13-	< 15	No	No	No	No	COBRA	None
	3/1 /00-12/31 /1	1/1/13-	> 15	Yes	No	Yes	No	COBRA	None
	1/1/12-	1/1/13-	< 15	No	No	No	No	COBRA	None
Courthouse	1/1/12-	1/1/13-	> 15	100% prem.	No	100% prem.	No	COBRA	None
	Pre-1/1/01	1/1/12-12/31/12	> 10	Yes	Yes	Yes	No	COBRA	None
	Pre-1/1/01	1/1/13-	< 15	No	No	No	No	COBRA	None
	Pre-1/1/01	1/1/13-	> 15	Yes	Yes	Yes	No	COBRA	None
	1/1/01-12/31/1	1/1/12-12/31/12	> 10	Yes	No	Yes	No	COBRA	None
	1/1/01-12/31/1	1/1/13-	< 15	No	No	No	No	COBRA	None
	1/1/01-12/31/1	1/1/13-	> 15	Yes	No	Yes	No	COBRA	None
Attorneys	1/1/12-	1/1/13-	< 15	No	No	No	No	COBRA	None
	1/1/12-	1/1/13-	> 15	100% prem.	No	100% prem.	No	COBRA	None
	Pre-1 /1 /99	1/1/12-12/31/12	> 10	Yes	Yes	Yes	No	COBRA	None
	Pre-1 /1 /99	1/1/13-	< 15	No	No	No	No	COBRA	None
	Pre-1 /1 /99	1/1/13-	> 15	Yes	Yes	Yes	No	COBRA	None
	1 /1 /99-12/31 /1	1/1/12-12/31/12	> 10	Yes	No	Yes	No	COBRA	None
	1 /1 /99-12/31 /1	1/1/13-	< 15	No	No	No	No	COBRA	None
1 /1 /99-12/31 /1	1/1/13-	> 15	Yes	No	Yes	No	COBRA	None	
1/1/12-	1/1/13-	< 15	No	No	No	No	COBRA	None	
1/1/12-	1/1/13-	> 15	100% prem.	No	100% prem.	No	COBRA	None	

**Appendix C- Retiree Benefits Eligibility**  
**Based on Dates of Hire and Retirement, by Employee Group**

Employee Category	Hire Date	Retirement Date	County Service Years	Retiree Health	Post-Medicare Retiree Health (Supplement)	Survivor Health Coverage	Post-Medicare Survivor Coverage (Supplement)	Retiree Dental	Retiree Life Insurance
Teamsters	Pre-9/1/00	1 /1 /12-12/31 /12	> 10	Yes	Yes	Yes	No	COBRA	None
	Pre-9/1/00	1 /1 /13-	< 15	No	No	No	No	COBRA	None
	Pre-9/1/00	1 /1 /13-	> 15	Yes	Yes	Yes	No	COBRA	None
	9/1 /00-12/31 /11	1 /1 /12-12/31 /12	> 10	Yes	No	Yes	No	COBRA	None
	9/1 /00-12/31 /11	1 /1 /13-	< 15	No	No	No	No	COBRA	None
	9/1 /00-12/31 /11	1 /1 /13-	> 15	Yes	No	Yes	No	COBRA	None
	1 /1 /12-	1 /1 /13-	< 15	No	No	No	No	COBRA	None
Deputies <sup>1</sup>	1 /1 /12-	1 /1 /13-	> 15	100% prem.	No	100% prem.	No	COBRA	None
	Pre-6/1/98	1 /1 /12-12/31 /12	> 10	Yes	Yes	Yes	<del>Yes</del> No	COBRA	\$5,000
	Pre-6/1/98	1 /1 /13-	< 15	No	No	<del>Yes</del> No	<del>Yes</del> No	COBRA	\$5,000
	Pre-6/1/98	1 /1 /13-	> 15	Yes	Yes	Yes	<del>Yes</del> No	COBRA	\$5,000
	9/1 /98-12/31 /11	1 /1 /12-12/31 /12	> 10	Yes	No	Yes	<del>Yes</del> No	COBRA	\$5,000
	9/1 /98-12/31 /11	1 /1 /13-	< 15	No	No	<del>Yes</del> No	<del>Yes</del> No	COBRA	\$5,000
	9/1 /98-12/31 /11	1 /1 /13-	> 15	Yes	No	Yes	<del>Yes</del> No	COBRA	\$5,000
Command Staff <sup>1</sup>	Pre-6/1/98	1 /1 /12-12/31 /12	> 10	Yes	Yes	Yes	No	COBRA	\$5,000
	Pre-6/1/98	1 /1 /13-	< 15	No	No	No	No	COBRA	\$5,000
	Pre-6/1/98	1 /1 /13-	> 15	Yes	Yes	Yes	No	COBRA	\$5,000
	9/1 /98-12/31 /11	1 /1 /12-12/31 /12	> 10	Yes	No	Yes	No	COBRA	\$5,000
	9/1 /98-12/31 /11	1 /1 /13-	< 15	No	No	No	No	COBRA	\$5,000
	9/1 /98-12/31 /11	1 /1 /13-	> 15	Yes	No	Yes	No	COBRA	\$5,000

**Commented [LA32]:** Per the deputy contract, survival benefits did not end. This needed to be updated.

<sup>1</sup> Benefits are subject to collective bargaining; this reflects benefits as of 12/31/11.