

WASHBURN COUNTY BOARD OF SUPERVISORS AGENDA –DRAFT

January 19, 2016

6:00 p.m.

County Board Room - Elliott Building - Shell Lake, Wisconsin

1. Call Meeting to Order at 6:00 p.m. – **Vice Chair Mackie**
2. Moment of Silent Meditation and Pledge of Allegiance – **Supv. Quinn, as Veteran's Committee Chair**
3. Notice of Meeting - County Clerk Olson
4. Roll Call – County Clerk Olson
5. Approval of Agenda
6. Approval of December 15, 2015 County Board Proceedings
7. Introduction of New Finance Director – Jane Dvorak
8. Appointment of Highway Commissioner
9. Recognition of Acting Register of Deeds – Renee Bell
10. Concerned Citizens
11. Consent Agenda Resolutions:
 - A. Resolution to Appoint Board of Adjustment Member
 - B. Resolution to Approve an Update to the 4/1/2012 Washburn County Employee Handbook – January 2016
12. Other Resolutions and Ordinances:
 - A. Resolution to Transfer Funds from Contingency to 2015 Corporation Counsel Budget – Supv. Mackie
 - B. Resolution to Authorize the Sale of Certain Right of Way Lands Lying Along County Trunk B in the Town of Birchwood to the Indian Hills Condominium Association – Supv. Krantz
 - C. Ratification of the 2016 Sheriff Deputies Local 225 Labor Agreement – Waggoner
 - D. Resolution Authorizing the Elimination of Non-Exempt Aging Nutrition Program Coordinator Position and the Creation of a New Exempt Aging Nutrition and Prevention Program Supervisor Position - Haessig
13. Committee Reports
14. Chair Appointments
15. Citizen Comments
16. Chair Comments
17. Possible Future Agenda Items
18. Audit Per Diems
19. Adjourn

Submitted this 14th day of January 2016, **revised 01-18-16 @ 11:00 a.m.**
Lolita Olson, County Clerk

Copy via email: County Clerk; Department Heads; News Media. Elliott Building is handicapped accessible; enter through south entrance. Individuals with qualifying disabilities under the Americans with Disabilities Act, in need of accommodations, should contact the County Clerk's Office at 715-468-4600 at least 24 hours prior to the meeting.

RESOLUTION # _____

**BOARD OF ADJUSTMENT MEMBER
APPOINTMENT**

WHEREAS, The Washburn County Board of Adjustments is required to have five (5) members with 3 year term limits and,

WHEREAS, said terms are due to expire.

BE IT RESOLVED, that the terms of Ruth King, Joseph Weiss, David Dodge, and Bob Dawson be renewed for three years effective February 1, 2016 to February 1, 2019.

BE IT FURTHER RESOLVED, that Gene Bethel be appointed for a three year term effective February 1, 2016 to February 1, 2019.

Introduced and recommended for adoption, this 19th day of January 2016.

Dated

Steven Sather, Chairman
Washburn County Board of Supervisor

RESOLUTION # _____

**RESOLUTION TO APPROVE AN UPDATE TO THE 4/1/2012 WASHBURN
COUNTY EMPLOYEE HANDBOOK – JANUARY 2016**

WHEREAS, the County Board had approved the Post Act 10 Employee Handbook, with an effective date of 4/1/2012; and,

WHEREAS, periodic changes are necessary to keep the employee handbook current; and,

WHEREAS, said general changes and revised Grievance Procedure are noted in the drafts presented to the Personnel Committee and approved by that committee on January 12, 2016; and,

THEREFORE BE IT RESOLVED; that the Personnel Committee approves the updates to the Employee Handbook effective January 12, 2016.

FISCAL IMPACT: None

Recommended for adoption by the Washburn County Personnel Committee this 12th day of January, of 2016.

Steve Waggoner, Chairman

Dave Wilson, Vice-Chair

Michael Bobbin, Member

Romaine Quinn, Member

L.Skip Fiedler, Member

Fall-2014-Rev-4

Fall/Winter 2015



WASHBURN COUNTY EMPLOYEE HANDBOOK

- 3.01a Schedule:** The County reserves the right to schedule and/or change all hours and schedules of work as deemed necessary.
- 3.01b Time not counted:** Except for holiday, all other Paid Time Off time taken is not counted as time worked. Uninterrupted lunch periods of thirty (30) minutes or more are also unpaid and not counted as time worked.
- 3.01c Rest Periods:** All schedules should provide for a maximum of two paid fifteen (15) minute rest periods throughout the day. Rest periods shall be staggered to ensure continuous coverage and operation. It is the employee's responsibility to ensure they receive their rest periods; rest periods do not accumulate if not taken nor are they paid for if not taken. A rest period cannot be taken to extend an employee's lunch period or to allow an employee to report late or leave work early.
Highway Employees working 10-hour days will receive one-fifteen minute and two 10-minute paid breaks.
- 3.01d Call In Pay:** Employees called back in to work outside of their regular work shift shall be paid a minimum of two hours and may be assigned additional tasks to be completed during the two-hour time slot.
Jail staff will follow the reasonable call-in pay policy for court appearances after their regular scheduled hours.
- 3.01e On Call Pay: If approved,** employees (excluding Highway Department employees) required by the County to be on call shall receive \$1.25 per hour. On-call pay options available are at the discretion of the Department Heads.
- 3.01f Shift Differential: in general,** part-time/full-time employees (excluding Jail Employees) scheduled to normally work before 6:30 a.m. or after 6:30 p.m. will receive \$.35 per hour shift differential for those hours worked.
- In the Sheriff's Office, Jailer/Dispatchers normally will receive \$.45 per hour for hours worked from 6:30 p.m. Friday through 6:30 a.m. Monday morning.
 - The hours and availability of additional shift differential is at the discretion of Department Heads.
 - Highway employees should consult their Mgmt group for their departments' current shift differential policy.

Penalties:

Altering, falsifying the time record, tampering with time records, recording time on another employee's time record or any other infraction of this policy may result in disciplinary action, up to and including termination of employment.

3.02 OVERTIME

To provide a consistent system for distributing overtime in compliance with the overtime-pay provisions of the Fair Labor Standards Act.

Each position is designated as either "Non-exempt" or "Exempt" from the federal Fair Labor Standards Act and state wage and hour laws. Employees in "non-exempt" jobs are paid on an hourly basis and are entitled to overtime pay for hours worked in excess of 40 hours per week. Employees in "exempt" positions are generally paid on a salary basis and are excluded from specific provisions of federal and state wage and hour laws and are not eligible for overtime pay.

Overtime is defined as authorized hours worked by a non-exempt employee in excess of 40 hours in a workweek and should be recorded to the nearest tenth of an hour. Overtime must be approved in advance by the employee's supervisor; if advance approval is not obtained, an employee is not authorized to work the

overtime. While the County is required to pay the employee for all hours worked, the employee may receive disciplinary action, up to and including termination, for not following this policy. For non-exempt employees, advance approval of overtime is required for all work outside the normal workday, including work from home, via e-mail or cell phone, work before or after their regular shift, or working through the lunch period.

Due to the 24/7 hours scheduled nature of the Jail employees, available overtime hours are made available to all full-time, part-time and LTE employees and scheduled accordingly under the discretion of the Jail/Sheriff's Department Management staff. Any hours worked in addition to the regularly scheduled hours for this group is considered overtime.

Special overtime provisions also apply to our Highway Department for reporting in and duty pay during periods of inclement weather.

Any paid leave time, excluding regular holidays, shall not be counted as hours worked for overtime purposes and all overtime must be approved in advance by management.

Health/Human Service staff who attend an approved emergency call will have any paid leave hours that occur in that pay week, count as hours worked.

3.02a Sheriff Office – Jailer/Dispatcher Employees will be paid under the 7(K) exemption under the Fair Labor Standards Act (FLSA) and shall have the work period defined as nine (9) days and will be paid overtime after 55 hours worked in a 9-day work cycle. In addition, full-time Jailer/Dispatcher Employees shall receive overtime for any hours worked outside of their regularly scheduled hours.

3.03 COMPENSATORY TIME

The Fair Labor Standards Act allows public sector employers to provide employees with an option of whether to receive pay for approved overtime or compensatory ("comp") time earned at time and one-half.

Department Heads/Supervisors (Exempt). It is mutually understood that Department Heads/Supervisors are paid a salary for their overall responsibility and accountability. Department Heads/Supervisors shall have wide latitude in the use of their time while using discretion and prudent judgment.

Exempt employees are responsible for accomplishing the duties assigned to them and may be required to attend regular and special meetings and events outside their normal work hours. In return for these services, these employees may take time off when the workload of their office permits. It is not the intent of this provision that compensatory time off will be on an hour-for-hour basis. At the time of termination, no compensatory time shall be paid out to an exempt employee.

Procedure: All exempt employees are to record the **actual** hours they work on their timecard but then put down the hours to be paid for in the hours worked column.

Non-Exempt Staff. If approved by the Department Head, non-exempt employees may receive overtime in the form of compensatory time (earned at time and one half) or paid overtime at one and one-half times their rate of pay for hours worked in excess of 40 hours worked in a workweek. All overtime worked must be authorized in advance by the employee's immediate supervisor. The County reserves the right to determine if a non-exempt employee receives pay or compensatory time for hours worked over 40 in a workweek.

If comp time is allowed, an employee can earn a maximum of a normal one-week pay period of comp time per year. If allowed, Highway employees' comp time maximum accrual shall be 30 hours per year. The Department head has the authority to exceed one-week maximum of comp time earned, where appropriate.

Employees except for Jailer/Dispatch Employees may only carry over one weeks' equivalent of comp time

each year. **There is no carryover provision for the Civilian Jailer/Dispatch group.** The comp time allowed 'use up' requirement will be established by the Department Heads. Comp time which is not to be carried over shall be paid out in the last payroll period each year. All comp time will be paid out upon resignation, termination or retirement.

All approved comp time to be taken must be scheduled in advance and the date and time to take the comp time must be approved by the Department Head and/or Supervisor.

3.04 HOLIDAYS

To identify employee holidays and to establish a consistent procedure for scheduling and payment, Washburn County will observe the following holidays:

New Year's Day	President's Day	Friday before Easter	Memorial Day
Independence Day	Labor Day	Veterans Day	Thanksgiving Day
Day after Thanksgiving	Christmas Eve	Christmas Day	

Eligibility:

- a. Full-time employees will be paid for normally scheduled hours and part-time employees, working at least 50% of the normal scheduled hours a week, will be paid on a prorated basis – based on percentage of full-time.
- b. Temporary or limited-term employees are not eligible to receive compensation for holidays.
- c. If any of the holidays named above fall on a Saturday, the preceding Friday shall be the observed holiday and if any of the holidays fall on a Sunday, the following Monday will be the observed holiday.
- d. In order to receive holiday pay, employees must work the day before and the day after each holiday with the exception of normal days off or excused paid absences.
- e. **For employees on a flexible schedule and the holiday day falls on a day the employee is normally not scheduled to work, it is at the Department Head discretion if the holiday becomes a floater or is assigned to another day in that pay week.**
- f. No employee shall be compensated more than once for each holiday.
- g. Holiday pay rate shall be computed at the employee's regularly classified rate.
- h. If a department is not required to be open and it becomes necessary to work on any of the above listed holidays, employees shall be compensated at the rate of one and one-half (1½) times the regular rate of pay for all hours worked on the holiday. Employees shall also receive holiday pay for the day or, with Department Head approval, take another day off with pay.
- i. Departments required to be open or are considered 24/7 operations (Sheriff Office and Jail) shall receive holiday payouts two (2) times per year (the last pay period in June for the beginning of the year holidays and the last pay period in December for the end of the year holidays), and employees in such departments who are required to work on these days shall be paid straight time for their regular hours worked.
- j. Employees on a Monday-Thursday work schedule will forgo the Day after Thanksgiving holiday and the Friday before Easter Holidays.

3.05 VACATION

All part-time and full-time employees working at least 50% of the normal scheduled hours per week shall earn and receive annual paid vacations at their respective classified rate of pay in accordance with the schedule listed below. Part-time employees will have prorated vacation hours. Vacation for full-time employees shall be calculated at the following rate:

1. During the first calendar year, vacation with pay shall be prorated with a full calendar year equal to seven (7) calendar days of vacation;
2. From the start of two (2) years, twelve (12) working days of vacation with pay;

3. From the start of five (5) years, seventeen (17) working days of vacation with pay;
4. From the start of ten (10) years, twenty (20) working days of vacation with pay;
5. After the completion of twenty (20) years of service, employees shall receive an additional day of vacation with pay for each additional year of service thereafter, not to exceed twenty-five (25) days.

Employees on a temporary project with increased or decreased daily/weekly schedule of hours worked will not see a change in their vacation accrual schedule.

Upon termination of employment, the current vacation balance will be paid on the employee's final paycheck. Such payments shall be made in a lump sum based upon the last day of active work.

All employees are allowed to carry over 2 weeks of vacation. The time frame for which this carryover is to be used is at the discretion of the department heads. Any request to carry over more than two (2) weeks of vacation will be approved by and at the discretion of the Department Head. If not approved, any vacation balance over two (2) weeks not used by the end of the year will be forfeited. The Department Head shall establish any 'use up by' provision.

Department Managers will determine an adequate amount of notice, and shall resolve situations of desired use by multiple employees at one time. Department Heads will determine the priority order of Vacation pay and Comp time used.

Sheriff's Office and Jail will have a payout of their vacation carryover during the first quarter of the next year. **Civilian Jailer/Dispatchers receive their vacation accruals once each year on the anniversary date.**

Vacation balances accrue each bi-weekly pay period, and current balances are reflected on the employees' bi-weekly pay check stub. New employees may use vacation pay after 3 months of employment. **Civilian Jailer/Dispatchers may use vacation pay after one year.**

No vacation pay goes to PEHP.

Highway employees with hire dates after 10/10/2012 will follow the same vacation accrual program as the balance of the non-represented County employees. All hires previous to 10/10/2012 receive their vacation accrual on January 1st, of the year after it is accrued.

3.06 SICK LEAVE

All employees shall be granted sick leave for their own illness or injury or their own doctors' appointments, or for the illness or injury of their spouse, or for the illness or injury of a dependent child living in the same household or dependent upon the employee for care and financial support, as follows:

- A. Each employee shall earn sick leave at the rate of one (1) day for each month of employment beginning with the starting date of employment. An amount equal to 1/26th of the annual accrual will be posted on each bi-weekly pay check.
- B. Employees may accumulate up to 600 hours of sick time. No further sick pay hours will accrue until the employee has used additional sick pay hours.

Employees may also use sick leave while on state FMLA leave.

In the event that the Employer feels that any employee is abusing the sick leave privilege, a doctor's certificate as proof of illness may be requested; the employer may request a doctor's release to return to work from the

4.06 JOB VACANCIES AND POSTING

To provide an open, competitive system of filling positions, Washburn County will fill vacancies with the best-qualified persons based on job-related factors.

When Washburn County determines that a vacancy or new position shall be filled, it may post a notice of such vacancy or new position internally and/or externally. If posted, the posting will generally be posted internally for a minimum of ten (10) working days. The posting shall include the date the position is to be filled, title of position, requirements or qualifications, rate of pay and benefits. It will also state if there are any testing requirements, qualifying periods and/or certifications that will be necessary for the position.

Washburn County retains the right to determine whether and when to recruit outside applicants.

4.07 LAYOFF, FURLOUGH AND REHIRE

Washburn County retains the right to lay off employees, in whole or in part, and to retain those employees who are most qualified to perform the available work, regardless of their previous length of employment.

The needs of Washburn County shall be the prime consideration used in determining which employees will be laid off. The rehiring of employees that have been laid off shall be determined by Washburn County based on its need for the most qualified person to perform the available work.

Furloughs – Departments may offer a short-term furlough from work when the work load warrants. The Department Head will set the allowable period of time the employee may be scheduled away from work. The employee must work or be paid for enough non-work paid leave hours each pay period to cover the current deductions. The employee must be available by phone and must return to work when notified to return.

5 EMPLOYEE BENEFITS

5.01 HEALTH, DENTAL and VISION INSURANCE

Group health, dental and vision insurance is available to those employees who qualify for coverage. Employee qualification is governed by the contract of insurance currently in place between the County and the chosen health/dental care provider. Part-time employees must currently work 50% of the normal scheduled hours to qualify for coverages. The premiums are prorated based on the employees expected weekly hours schedule, and will be reviewed for adjustment at the end of each quarter. Employees are responsible for paying the outlined portion of the premium as determined by County policy and applicable state and federal regulations.

- Benefits associated with the health, dental and vision insurance can be found in the insurance policies, which are electronically provided on the Shared drive.

Health/dental/vision insurance becomes effective the first of the month following date of hire. To obtain initial and timely-coverage, employees must return the health/dental/vision insurance application within 30 days of employment to the Human Resources-Director. If the completed forms are received by Human Resources more than 30 days after the eligibility date (which is the first day of the month after the date of hire), the coverage will be effective the first day of the month following the date the completed enrollment forms are received.

Employees may change their health/dental/vision coverage once each year during open enrollment in December of each year.

Washburn County believes in continuing education to improve an employee's knowledge and skills. Therefore it has established the following guidelines for all employees for work-related education:

In the event employees would like to attend school to acquire or improve job skills or training within their position classification and such schooling is approved by the Employer, the Employer agrees to reimburse the employee for his or her out-of-pocket expenses for books and tuition provided that the employee successfully completes the course of instruction with a passing grade and the employee remains with the Employer for a least two (2) years following the completion of the course. The employee shall sign a promissory note for the sums received and shall be required to reimburse the County if the employee is terminated, retires, or resigns within two (2) years of completion of the course. The employer shall cancel the note when the employee has remained with the Employer for two (2) years, dies, or becomes permanently disabled. Such reimbursement shall not exceed Seven Hundred and Fifty Dollars (\$750.00) per calendar year.

In order to receive the above reimbursements for education, an employee may attend an undergraduate school, graduate school, technical school, or other institutions of higher or technical education for the purpose of acquiring or improving job related skills or training.

6.02 TRAVEL REIMBURSEMENT

All employees and elected officials shall be compensated for travel expenses under these guidelines. Travel reimbursement requests shall be made on the appropriate county form. Receipts must be shown for all expenses, excluding alcoholic beverages which are not subject to reimbursement. All requests for reimbursement, with supporting documentation, must be submitted within sixty (60) days after the expense is incurred.

Meal Expenses:

When employees and elected officials are authorized and required by the employer to travel outside of Washburn County, the County shall reimburse, providing appropriate receipts are furnished, up to the allowed maximums as provided by the Finance Department. Please see current maximums located on the "S" Drive.

Expenses may be paid in aggregate under the following guidelines:

- To be eligible for the breakfast meal, the County requires the employee to leave home prior to 6:30 a.m.
- To be eligible for the noon meal, the County requires the employee to leave their place of work prior to 10:30 a.m. and return home after 2:30 p.m.
- To be eligible for the dinner meal, the County requires the employee to return home after 7:00 p.m.

The Department Heads are allowed some flexibility from the Meal Expenses reimbursement on the appropriateness of the hours of day left and returned.

Lodging:

Lodging will be paid up to the state rate currently in effect or an amount preapproved. When making lodging reservations, consideration should be given to safety, security and proximity to the event. Employees will note on lodging invoices the purpose of the lodging. If the lodging is for training, indicate the title of the training.

Mileage:

All employees will be required to try to first use a County vehicle for traveling before using personally owned vehicles. If there is not a County vehicle available for use and an employee must use their personally owned vehicle, an employee will be reimbursed for mileage at rates established periodically by the Finance Committee with current proof of insurance at the level recommended by the County's insurance carrier. (Currently \$100K per person/\$300K per Accident/\$50K Property Damage or \$300K combined single limit.)

Other:

8.02 GRIEVANCE PROCEDURE

Purpose and Applicability: This procedure provides an employee with the individual opportunity to address concerns regarding discipline, termination, or workplace safety matters, to have those matters reviewed by an Impartial Hearing Officer, and to appeal to the Washburn County Board, where appropriate. The Washburn County Board expects employees and management to exercise reasonable efforts to resolve any questions, problems, or misunderstandings prior to utilizing the grievance procedure.

If an employee is subject to a contractual grievance procedure, the contractual grievance procedure must be followed as applicable. This procedure does not replace or supersede any statutory provision which may be applicable to an employee's employment with the County. Any grievance, or part of a grievance, that is subject to the jurisdiction of a different governmental body or Wisconsin statute, or subject to a different dispute resolution process, is excluded from this grievance procedure. This grievance procedure does not create a legally binding contract or a contract of employment and does not alter an employee's at-will status.

Definitions:

“Employee”:

1. For purposes of discipline and termination under this grievance procedure, an employee shall be defined to include regular full-time and part-time employees. All other individuals employed by the County, such as casual employees, temporary employees, and limited term employees, as well as independent contractors and those within their first six months of employment, are specifically excluded from the definition of employee and, therefore, this grievance procedure is not available to them.
2. For purposes of workplace safety under this grievance procedure, an employee shall be defined to include regular full-time, part-time, limited term, casual, and temporary employees. All other individuals employed by the County are specifically excluded from the definition of employee and, therefore, this grievance procedure is not available to them.

“Discipline”: For purposes of this procedure, “discipline” means an employment action which results in a disciplinary suspension or disciplinary demotion. “Discipline” for purposes of access to this grievance procedure does not include any written or verbal notices, warnings, reprimands, or reminders; verbal disciplines will be documented, but not subject to the grievance procedure. The purpose of written and verbal notices, warnings, reprimands, or reminders is to alert the employee that failure to correct the behavior may result in disciplinary suspension, without pay, disciplinary termination, or disciplinary demotion.

“Termination”: For purposes of this procedure, “termination” means a separation from employment by the employer for disciplinary or quality of performance reasons. “Termination” does not include layoff, reduction in workday, furlough, reduction in workforce, job transfer or

reassignment, or the end or completion of temporary employment, which are not subject to the grievance procedure.

“Workplace Safety”: For purposes of this procedure, “workplace safety” includes any conditions of employment related to the physical health and safety of employees, including the safety of the physical work environment, the safe operation of workplace equipment and tools, provision of personal protective equipment, and accident risks. “Workplace Safety” does not include conditions of employment unrelated to physical health and safety matters, including, but not limited to, hours, overtime, assignments and work schedules.

General Provisions:

Role and Appointment of “Impartial Hearing Officer”: For purposes of this procedure, the role of the “Impartial Hearing Officer” will be to define the issues, identifying areas of agreement between the parties and identifying the issues in dispute, and to hear the parties’ respective arguments. The Impartial Hearing Officer shall be appointed by Corporation Counsel based upon the nature of the matter in dispute.

Time Limits: Failure to submit or process a grievance by the employee within the time limits specified below, or agreed upon extensions, shall constitute waiver of the grievance and it will be considered resolved on the basis of the employer’s last answer. Failure of an employer representative to meet the time limits specified below shall cause the grievance to move automatically to the next step in the procedure within seven (7) days of such failure. A grievance or decision or appeal is considered timely if received by the employer during normal business hours or if postmarked by 12:00 midnight on the due date. The time limits contained in this procedure are to be strictly observed and can only be extended upon the express written consent of the parties.

Days: The term “days” as used in this provision means calendar days, excluding holidays as defined in the Handbook. If the last day on which a grievance is to be filed or a decision is to be appealed is a Saturday, Sunday, or holiday as defined in the Handbook, the time limit is the next day which is not a Saturday, Sunday, or holiday.

Scheduling: Grievance meetings and hearings will typically be held during the employee’s off-duty hours. Time spent in grievance meetings and hearings shall not be considered as compensable work time.

Representation: The employee and County may be represented by an attorney of their choice during the grievance procedure. Neither party shall be responsible for the attorneys’ fees, witness fees or costs of the other.

Cost of Impartial Hearing Officer: The County shall pay for the cost of the Impartial Hearing Officer.

Recording; Closed Hearing: The hearing before the Impartial Hearing Officer will be digitally recorded and a copy of the recording shall be provided at no cost to the employee, the County

and the Impartial Hearing Officer. The hearing shall be closed to the public unless both parties mutually agree that it will be open.

Procedure for Grievances Concerning Employee Terminations and Employee Discipline:

The employer and employee may mutually agree, in writing, to waive any step to facilitate or expedite resolution of the grievance.

Step 1: An earnest effort shall be made to settle the matter informally between the aggrieved employee and the employee's immediate supervisor. If the grievance is not resolved informally, then it shall be reduced to writing by the employee who shall submit it to the employee's immediate supervisor within fourteen (14) days after the facts upon which the grievance is based first became known, or should have become known, to the employee.

The written grievance shall give a detailed statement concerning the subject of the grievance, the facts upon which the grievance is based, and indicate the specific relief being sought.

The supervisor will reply in writing to the employee within fourteen (14) days after receipt of the written grievance.

Step 2: If the grievance is not settled in Step 1, and the employee wishes to appeal the decision of the supervisor, the employee shall submit the written grievance to the Administrative Coordinator/HR Director or designee within seven (7) days after receipt of the supervisor's written answer to request a hearing before an Impartial Hearing Officer. The Impartial Hearing Officer will be appointed by the Corporation Counsel or designee.

If timely requested, the hearing will normally be scheduled within thirty (30) days of receipt of the request for hearing. The Impartial Hearing Officer may require the parties to submit documents and witness lists in advance of the hearing in order to expedite the hearing. The Impartial Hearing Officer will have the authority to administer oaths, issue subpoenas at the request of either party, and decide if a transcript is necessary. The Impartial Hearing Officer may apply relaxed standards for the admission of evidence and may request oral or written arguments and replies.

Burden of Proof; Standard of Review. Unless specifically required by another statute or code, the employee bears the burden of proof to persuade the Impartial Hearing Officer by clear and convincing and satisfactory evidence that the County's decision to Discipline/Terminate the employee did not have a rational basis. If the employee does not meet their burden of proof, the Impartial Hearing Officer shall deny the grievance.

In determining whether an employee has proved by clear, convincing and satisfactory evidence that the County's decision to Discipline/Terminate did not have a rational basis, the Impartial Hearing Officer may only consider the evidence introduced at the hearing and the weight of that evidence. The Impartial Hearing Officer may not overturn the County's decision to Discipline/Terminate based upon their own personal judgment or opinion regarding the matter. Moreover, the Impartial Hearing Officer may not determine a decision to Discipline/Terminate did not have a rational basis based on the County's failure to implement or follow concepts of progressive discipline or just cause, in whole or in part, in making the decision to Discipline/Terminate the employee. Finally, the Impartial Hearing Officer must recognize all County policies, rules, procedures and regulations and may not modify or disregard the same in determining whether the County's decision to Discipline/Terminate has a rational basis.

Decision. The Impartial Hearing Officer shall issue a written decision within thirty (30) calendar days of the close of evidence. The decision of the Impartial Hearing Officer shall, at a minimum, contain a statement of issues, standard of review, findings and a remedy for the employee if appropriate. If the Impartial Hearing Officer sustains the grievance, in whole or in part, the Impartial Hearing Officer's decision must include a detailed explanation as to why the Impartial Hearing Officer found the County's decision to Discipline/Terminate has no rational basis as well as a detailed description of the Impartial Hearing Officer's reasons for reducing or modifying the Discipline/Termination imposed by the County.

Remedies. If the grievance is sustained, the Impartial Hearing Officer may only award the employee one or more of the following remedies: (a) reinstatement; (b) a lesser adverse employment action consisting of a suspension or reduction in the length of a suspension, or documentation of employee acts and/or omissions in an employment file; (c) back pay; and (d) in the event of reinstatement following termination, reimbursement of payments made by the employee for continuation of health insurance.

Step 3: The employer or employee may appeal the decision of the Impartial Hearing Officer to the Washburn County Board in writing within seven (7) days of receipt of the written decision of the Impartial Hearing Officer. The decision of the governing body shall be final and binding upon the parties.

Level of Review: The role of the Washburn County Board, in reviewing the decision of the Impartial Hearing Officer, is to solely address the following questions:

1. Did the Impartial Hearing Officer follow a fair and impartial process?

2. Did the Impartial Hearing Officer make an error of fact or law which makes his/her award invalid?
3. Did, in the opinion of the Board, the Impartial Hearing Officer err in making his/her award?

After answering the above questions, the Washburn County Board will decide to uphold, modify, or reverse the decision of the Impartial Hearing Officer. The Washburn County Board shall make its decision based on a review of the Impartial Hearing Officer's written decision, the written appeal filed, and any written response filed by the non-appealing party. The Washburn County Board will issue its written decision within sixty (60) days from receipt of the appeal.

Procedure for Grievances Concerning Employee Workplace Safety:

The employer and employee may mutually agree, in writing, to waive any step to facilitate or expedite resolution of the grievance.

Step 1: Any employee who personally identifies, or is given information about, a workplace safety issue or incident must notify his/her immediate supervisor of the issue or incident as soon as reasonably practicable. All workplace safety issues and incidents, no matter how insignificant the situation may appear to be, must be reported by an employee to their immediate supervisor within 24 hours after the incident or issue was raised in order to be addressed as part of the grievance procedure.

A written report of the incident or issue, outlining the events that transpired and proposed resolution, if any, shall be submitted to the Administrative Coordinator/HR Director for review and consideration within seven (7) days of the incident or issue.

Step 2: After receipt of the written report, the Administrative Coordinator/HR Director or designee will conduct additional investigation, as required, and normally issue a final report on findings and conclusions within thirty (30) days of receipt of the written report. Copies of the report will be given to the persons who signed the written report as well as to the immediate Supervisor or designee.

Step 3: The employee may appeal the findings and conclusions of the Administrative Coordinator/HR Director and request the appointment of an Impartial Hearing Officer within seven (7) days after receipt of the Administrative Coordinator/HR Director report. The Impartial Hearing Officer will be appointed by the Corporation Counsel or designee.

If timely requested, the hearing will normally be scheduled within thirty (30) days of receipt of the request for hearing. The Impartial Hearing Officer may require the parties to submit documents and witness lists in advance of the hearing in order to expedite the hearing. The Impartial Hearing Officer will have the authority to

administer oaths, issue subpoenas at the request of either party, and decide if a transcript is necessary. The Impartial Hearing Officer may apply relaxed standards for the admission of evidence and may request oral or written arguments and replies.

Burden of Proof; Standard of Review. The employee bears the burden of proving by a preponderance of the evidence that the condition identified by the employee constitutes a Workplace Safety violation and that corrective action is required. If the employee does not meet their burden of proof, the Impartial Hearing Officer shall deny the grievance.

Decision. The Impartial Hearing Officer shall issue a written decision within seven (7) calendar days of the close of evidence. The decision of the Impartial Hearing Officer shall, at a minimum, contain a statement of: (a) the standard of review; (b) findings; and, (c) if the grievance is sustained, an order of corrective action.

Remedies. If the grievance is sustained, the Impartial Hearing Officer may order the County take corrective action in accordance with law to address the Workplace Safety violation. The Impartial Hearing Officer shall have no authority to require the County to take any specific corrective action or provide any specific remedy in response to the Workplace Safety violation.

Step 4: The employer or employee may appeal the decision of the Impartial Hearing Officer to the Board in writing within seven (7) days of receipt of the written decision of the Impartial Hearing Officer. The decision of the governing body shall be final and binding upon the parties.

Level of Review: The role of the Washburn County Board, in reviewing the decision of the Impartial Hearing Officer, is to address the following questions:

1. Did the Impartial Hearing Officer follow a fair and impartial process?
2. Did the Impartial Hearing Officer make an error of fact or law which makes his/her award invalid?
3. Did, in the opinion of the Board, the Impartial Hearing Officer err in making his/her award?

After answering the above questions, the Washburn County Board will decide to uphold, modify, or reverse the decision of the Impartial Hearing Officer. The Washburn County Board shall make its decision based on a review of the Impartial Hearing Officer's written decision, the written appeal filed, and any written response filed by the non-appealing party. The Washburn County Board will issue its written decision within sixty (60) days from receipt of the appeal.

Resolution No. _____

**RESOLUTION TO TRANSFER FUNDS FROM CONTINGENCY TO 2015
CORPORATION COUNSEL BUDGET**

Before the Finance Committee

The Washburn County Board of Supervisors Resolves as Follows:

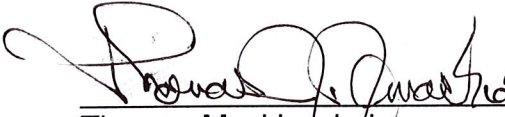
WHEREAS, the 2015 budget for the office of corporation counsel experienced a shortfall in the amount of \$3,156.30:

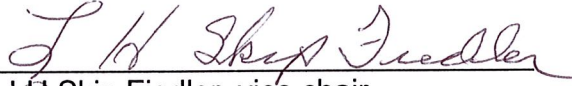
- \$2,120.00 from professional services line item,
- \$235.12 from travel line item, and
- \$150.00 from the newly created budget line item for printing


NOW, THEREFORE, BE IT RESOLVED, that amount shall be transferred from the contingency fund pursuant to §65.90(5)(b), Stats., to close out the 2015 corporation counsel budget.


FISCAL IMPACT: \$3,156.30

Moved for adoption by the finance committee on January 7, 2016:


Thomas Mackie, chair


LH Skip Fiedler, vice chair


Anthony Baier


Steven Waggoner


Michael Bobin

Resolved by the Board of Supervisors for Washburn County this 19th day of January, 2015, by a vote of ____ Yes to ____ No.

CORRECT ATTEST:

LOLITA OLSON
Washburn County Clerk

Resolution No. _____

**RESOLUTION TO AUTHORIZE THE SALE OF CERTAIN RIGHT OF WAY LANDS
LYING ALONG COUNTY TRUNK B IN THE TOWN OF BIRCHWOOD TO THE
INDIAN HILLS CONDOMINIUM ASSOCIATION**

Before the Washburn County Highway and Dam Committee

The Washburn County Board of Supervisors Resolves as Follows:

WHEREAS, Indian Hills Condominium Association has presented this committee with the need to purchase certain unused right-of-way in order to access CTH B for ingress and egress to residences due to a dispute regarding a private road formerly used for the purpose and whose metes and bounds description is:

A parcel of land being a part of Government Lot 5 of Section 17, Township 38 North, Range 10 West, Town of Birchwood, Washburn County, Wisconsin, and more particularly described as follows:

Commencing at the Northeast corner of Government Lot 5 of said Section 17; Thence S00-20-16E along the east line of said Government Lot 5, a distance of 851.78 feet to the northwest corner of Lot 1 of Certified Survey Map No. 3712, being a point on the southerly Right of Way of County Highway "B" and the point of beginning of this description; Thence continuing S00-20-16E along said east line, a distance of 281.55 feet to the northeasterly corner of "INDIAN HILLS CONDOMINIUM"; Thence S85-24-49W along the northerly line of said "INDIAN HILLS CONDOMINIUM", a distance of 177.06 feet to the northwest corner thereof; Thence N00-05-21W along the east line of Lot 2 of Certified Survey Map No. 3138, a distance of 215.65 feet to the northeasterly corner thereof; Thence N57-30-00W along the northerly line of said Lot 2, a distance of 50.15 feet to the southerly Right of Way of the aforementioned County Highway "B"; Thence northeasterly along said southerly Right of Way line, a distance of 223.91 feet, more or less to the point of beginning. Less therefrom those lands dedicated to the public for "Bobby Schmidts Road" and "Nevious Street". Said described parcel contains 0.75 acres of land, more or less.

AND WHEREAS, these lands are unused right-of-way titled in the name of the Washburn County Highway Department from which no benefit is derived;

NOW, THEREFORE, BE IT RESOLVED, that for the consideration of \$500.00, the Washburn County Clerk is authorized to execute a quit claim of the described land to the Indian Hills Condominium Association.

FISCAL IMPACT: \$500.00 payable to the Treasury

Moved for adoption by the Highway and Dam committee on January _____, 2016:


Gregory Krantz, chair


Romaine Quinn, vice chair

Anthony Baier

LH Skip Fiedler

Beth Esser

Resolved by the Board of Supervisors for Washburn County this 19th day of January, 2015, by a vote of ____ Yes to ____ No.

CORRECT ATTEST:

LOLITA OLSON
Washburn County Clerk

Drafted by:

JEFFREY R KOHLER
Attorney at Law
WBN 1017310

RESOLUTION # _____

Ratification of the 2016
Sheriff Deputies Local 225

WHEREAS, the Personnel/Negotiating Committee and the Sheriff Deputy Local #225 have reached a tentative labor agreement for 2016; and,

WHEREAS, Local #225 ratified this same tentative agreement;

THEREFORE BE IT RESOLVED, that the tentative agreement for 2016 be ratified and incorporated in the agreement.

FISCAL IMPACT: 2016 \$10,500

RECOMMENDED FOR ADOPTION THIS 12th DAY OF JANUARY 2016, BY
THE PERSONNEL/NEGOTIATING COMMITTEE.

PERSONNEL/NEGOTIATING COMMITTEE:

Steve Waggoner, Personnel Committee Chair

David Wilson, Personnel Committee Vice-Chair

L.Fiedler, Member

Romaine Quinn, Member

Michael Bobin, Member

**TENTATIVE SETTLEMENT BETWEEN
WASHBURN COUNTY AND THE
WISCONSIN PROFESSIONAL POLICE ASSOCIATION
LOCAL 225 – DEPUTIES**

From the January 12, 2016, Mediation Session

The terms and conditions set forth in the 2014 - 2015 collective bargaining agreement shall become the terms and conditions of the 2016 collective bargaining agreement with the following changes:

1. Tentative agreements from the November 4, 2015, bargaining session.
2. **ARTICLE 19 – WORK DAY, WORK WEEK, OVERTIME.**
Amend as follows, with a Side Letter of Agreement, for the remainder of 2016 only as a trial period:
 - H. Overtime shall be divided as equally as possible. The Sheriff or designee shall determine if a shift is to be made available for overtime. Overtime opportunity shall be offered by division according to the following criteria:
 1. An open shift shall be defined as any shift vacated for any reason by a regular, full-time Patrol deputy. If the Sheriff or designee determines the open shift shall be filled, the open shifts shall be offered as set forth below.
 2. The Sheriff may use limited term or other non-bargaining unit employees, part-time, and seasonal employees for 50% of the overtime shifts. Deputy Sheriff's providing work as investigators shall also be included in the same rotation as patrol division Deputy Sheriff's for patrol division open shifts. Open shifts shall be offered by department seniority within the bargaining unit by rotation: starting with the more senior employee and working to the least senior bargaining unit employee, then the cycle shall repeat itself.
 - a. ~~Scheduled Open Shifts: Regular, full-time bargaining unit members shall be offered the first selection of fifty percent (50%) of all the scheduled open shifts. The remaining fifty percent (50%) may be offered to limited term employees or other non-bargaining unit members. If there are scheduled open shifts remaining due to the unavailability of limited term employees or other non-bargaining unit members, the shift(s) shall be offered back to the regular, full-time bargaining unit members.~~
 - b. **Scheduled and Unscheduled Open Shifts:** The ~~unscheduled~~ open shifts shall be offered in an alternating manner between the regular, full-time bargaining unit members and the limited term

employees or other non-bargaining unit members. The first open shift of each month shall be offered to the regular, full-time bargaining unit members and alternate accordingly for any subsequent open shifts. If there are open shifts remaining due to the unavailability of limited term employees or other non-bargaining unit members, the open shift(s) shall be offered back to the regular, full-time bargaining unit members.

3. **ARTICLE 25 – SALARY SCHEDULE**

A. Amend paragraph C.(3) and D. as follows:

C. (3) The labor agreement shall designate for those employees who have 7(K) exemption under the Fair Labor Standards Act (FLSA) shall have the work period defined as 9 days. ~~The Association understands the first day of the work period in calendar year 2004 shall be January 1st.~~

D. ~~Beginning the first payroll period of 2014, the payroll period will change from a Sunday to Saturday pay schedule to a Monday to Sunday pay schedule. The payroll period shall run from Monday to Sunday pay schedule. Employees shall be compensated for hours actually worked, including overtime, and for any paid benefit time applicable during each payroll period.~~

* *Note: The County repudiates any and all past practices of paying a set amount of wages each pay period based on an employee's annual total anticipated hours, plus any overtime earned in the pay period and proposes the above language in paragraph D. to reflect applicable laws governing the manner wages must be paid.*

B. Add a new paragraph to read:

E. Deputies who serve as Field Training Officers shall receive an additional \$1.00 per hour while performing these duties.

4. **APPENDIX A -- WAGES**

January 1, 2016 1.5% increase

**TENTATIVE AGREEMENTS BETWEEN
WASHBURN COUNTY AND
WISCONSIN PROFESSIONAL POLICE ASSOCIATION
LOCAL 225 – DEPUTIES**

From November 4, 2015, Bargaining Session

The terms and conditions set forth in the 2014 - 2015 collective bargaining agreement shall become the terms and conditions of the 2016 - 2017 collective bargaining agreement with the following changes:

1. **ARTICLE 19 – WORK DAY, WORK WEEK, OVERTIME.** Amend as follows:

* * *

D. Overtime: Overtime shall be paid for all time worked outside of the work schedule ~~as set forth in Schedule A~~, at the rate of one and one-half (1 ½) times the hours rate for actual time worked in excess of the work day, work week, as provided in Section A above. All hours paid shall be considered hours worked for overtime calculations. All shift trades must be with the consent of the Sheriff and shall not result in overtime being paid to any employee. All shifts must be traded back within twelve (12) months.

2. **ARTICLE 24 – HEALTH INSURANCE**

Amend as follows:

G. Post Employment Health Plan: Washburn County agrees to participate in the Post Employment Health Plan for Collectively Bargained Public Employees ("Plan") in accordance with the terms and conditions of the Plan's Participation Agreement, ~~a copy of which is attached to this agreement. The parties hereto designate Public Employees Benefit Services Corporation ("PEBSCO") to act as Administrator and LaSalle National Bank to act as Trustee for the Plan, or its successors appointed in accordance with the Plan and Trust documents.~~ The Employer agrees to contribute to the Plan on behalf of the following category of eligible employees:

3. **ARTICLE 15 - REIMBURSEMENT FOR COSTS OF TRAINING AND EDUCATION**

Add a new sentence to paragraph C. to read:

If the County Board approved policy for meal reimbursement is more generous, the County Board policy shall be applied.

DEPUTY APPENDIX A - WAGES									
	POSITION	Range #	Job Code	START	6 Months	1 Year			
9/1/2011	Patrol Sergeant		200	23.55					
	Deputy		210	21.39	21.85	22.22			
	Deputy/Park Ranger		215	21.39	21.85	22.22			
	Investigator		240	23.26	23.68	24.02			
1/1/2012	Patrol Sergeant		200	24.49					
	Deputy		210	22.25	22.72	23.11			
	Deputy/Park Ranger		215	22.25	22.72	23.11			
	Investigator		240	24.19	24.63	24.98			
1/1/2013	Patrol Sergeant		200	24.98					
	Deputy		210	22.70	23.17	23.57			
	Deputy/Park Ranger		215	22.70	23.17	23.57			
	Investigator		240	24.67	25.12	25.48			
7/1/2013	Patrol Sergeant	69	200	25.48					
	Deputy	70	210	23.15	23.63	24.04			
	Deputy/Park Ranger	70	215	23.15	23.63	24.04			
	Investigator	71	240	25.16	25.62	25.99			
	Deputy - LTE	68	211	19.68	(85% of Deputy start)				
1/1/2014	Patrol Sergeant	69	200	25.99					
	2% Deputy	70	210	23.61	24.10	24.52	Carls/Dett wage Average Control Pt = 22.66		
	Deputy/Park Ranger	70	215	23.61	24.10	24.52			
	Investigator	71	240	25.66	26.13	26.51			
	Deputy - LTE	68	211	20.07	(85% of Deputy start)				
7/1/2015	Patrol Sergeant	69	200	26.51					
	2% Deputy	70	210	24.08	24.58	25.01			
	Deputy/Park Ranger	70	215	24.08	24.58	25.01			
	Investigator	71	240	26.17	26.65	27.04			
	Deputy - LTE	68	211	20.48	(85% of Deputy start)				
1/1/2016	Patrol Sergeant	69	200	26.91					
	Deputy	70	210	24.45	24.95	25.39			
	1.5% Deputy/Park Ranger	70	215	24.45	24.95	25.39			
	Investigator	71	240	26.56	27.05	27.45			

Resolution Authorizing the elimination of Non-Exempt Aging Nutrition Program Coordinator position and the Creation of a new Exempt Aging Nutrition and Prevention Program Supervisor position

WHEREAS, our Aging management structure includes one exempt Aging Director/ADRC Supervisor who supervises the entire Aging staff including the FT and PT and LTE Cooks; and,

WHEREAS, there are benefits to moving the supervision of the full-time and part-time and LTE Cooks to the Nutrition and Prevention Program Supervisor position who has the direct daily contact with that group and who schedules this staff and works closely with the cooks on menus, supplies, coordination, purchasing, etc; and,

WHEREAS, additional duties are being added to this position as outlined in the job description draft including health Promotions programs that are already a piece of the ADRC service to our 3 county consortium; and,

WHEREAS, we have an internal LTE candidate who has been providing these same services since July 2015 based out of the ADRC of Barron, Rusk, and Washburn Counties, who would be qualified, has the necessary credentials and is promotable and could satisfy our needs in this position at 32/hours/week, and would move from an LTE position for Washburn County to a 32-hour/week position at Washburn County, with the Regional ADRC continuing to pay the 8 hour balance of the normal 40/hour work week, and with Washburn County responsible for all of the full-time benefits; and

THEREFORE, BE IT RESOLVED that the Aging and Personnel Committees of Washburn County recommend the creation of this new position and selection of the current LTE Nutrition Program Coordinator to fill the current vacancy.

Fiscal Impact for 2015: \$_0_ (Possibly a net savings of \$6,000)

RECOMMENDED FOR ADOPTION BY THE PERSONNEL COMMITTEE THIS 12th DAY OF JANUARY, 2016

Steve Waggoner, Chairperson

Dave Wilson, Vice-Chair

L.Skip Fiedler, Member

Michael Bobin, Member

Romaine Quinn, Member

POSITION DESCRIPTION		Union: No	
Class Title: Nutrition Program Coordinator <u>Nutrition & Prevention Program Supervisor</u>		Job Code: 355	
Department: Unit on Aging	Location: Annex Building – Spooner, WI	Date: 02/2014 <u>12/2015</u>	

GENERAL STATEMENT OF DUTIES: Under the supervision of the Aging Director, ~~directs and carries directly supervises out~~ the activities of ~~a~~ the Nutrition Program for all County Senior Centers and performs related work as required. This position will also oversee the Health Promotion Programs for the ADRC of Barron, Rusk, and Washburn County. The Nutrition & Prevention ~~-Program Coordinator Supervisor~~ is responsible for organizing and monitoring the safe and sanitary service of meals and all other related nutrition program activities carried on at the Washburn County Senior Centers.

DISTINGUISHING FEATURES OF CLASS: This position requires understanding of the overall County Nutrition Program and Health Promotions Programs offered through the ADRC. It also requires understanding and sensitivity to the needs of older Americans and persons with disabilities. Independent judgment and discretion is required. Important skills and qualities of the Nutrition & Prevention Program ~~Coordinator Supervisor~~ include but are not limited to food handling experience, first aid certification, group leadership experience, problem-solving abilities, and a warm, non-judgmental personality.

EXAMPLES OF DUTIES PERFORMED: (Illustrative Only)

- Supervises, pPlans, coordinates, monitors, and carries out the nutritional program for the County Senior Center Sites in Minong, Spooner, Shell Lake, and Birchwood
- Supervises all of the cooks (FT, PT, LTE) at each of the senior centers.
- ~~Assists with inner office duties such as answering the phone, greeting customers, faxing, scanning, making copies, etc...~~
- Routinely Regularly provides nutrition education and outreach to community members and providers by publicly speaking at local venues.
- Oversees sites housekeeping and sanitation, insuring compliance with Federal, State and County regulations by making weekly scheduled visits to each of the dining sites
- Participates in monthly meetings for the Aging Unit & local Senior Centers to provide input and feedback on the nutrition program.
- Increase consistency and quality of the food served at each of the Senior Centers.
- Increase the number of congregate meal participants at each of the Senior Centers.
- Holds-Leads monthly staff meetings with the Aging Director and site cooks to review comment cards, plan the monthly menu, and to best support and maximize the nutrition program.

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- Must be Serve Safe Complaint and follow the guidelines outlined by the Greater Wisconsin Agency on Aging Resources (GWAAR) within 90 days of hire.
- ~~Be proficient in Excel and have the ability to C~~compile and analyze data and ~~make-develop~~ reports so the Aging Director and Board can review.
- Be proficient with various computer programs such as Microsoft Word, Outlook, Power Point, Publisher, etc...
- Prepares daily, monthly and annual program reports for the nutrition site.
- ~~Directs-Supervises~~ and assigns work to center staff and provides training to new hires
- ~~Oversees-Supervises~~ the Home Delivered Meals Program and completes intake forms on new referrals and annual assessments on existing clients.
- Responsible for coordinating the Home Delivered Meal routes and ensuring the volunteer drivers receive education and training on an annual basis.
- ~~Responsible for overseeing all of the food orders to ensure we are within our annual budget for food costs.~~
- ~~Responsible for coordinating health promotion programs from the regional ADRC.~~
- ~~Supervises and coordinates the volunteers for both the Washburn County Nutrition Program and Prevention programs through the ADRC.~~
- ~~Performs tasks of Center-Cooks and/or Aides as needed. -KEEP~~
- Demonstrates professional, courteous customer service to clients and other staff, consistent with County Core Values
- Has the ability to work ~~a-flexible~~flexible schedule/hours to best support the nutrition program.
- Performs other tasks as assigned by the Aging Director

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ESSENTIAL KNOWLEDGE, SKILLS AND ABILITIES: Knowledge of services available and programs provided in an active senior center; a basic knowledge of quantity food handling and sanitation; knowledge of problems, needs and concerns of the elderly and persons with disabilities; ability to communicate both orally and in writing; tact, courtesy and the ability to get along well with people, especially the elderly; ability to keep records and prepare reports; ability to plan, coordinate and monitor the work of others.

EXPERIENCE AND TRAINING REQUIRED: ~~Completion- This position requires a Bachelor of Science Degree in Health Care, Dietetics, Nutrition Science OR Bachelor's Degree in related field plus (3) years experience in job related field. of a standard high school course or equivalent, plus some E~~experience or training in quantity food handling; completion of a course in food service sanitation desirable; or an equivalent combination of training and experience which provides the required knowledge, skills and abilities. Experience supervising staff and volunteers preferred.

PHYSICAL DEMANDS: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to walk; turn at the waist; use hands to finger, handle, or feel objects, tools, or controls; and reach with hands and arms. The employee must regularly lift and/or move up to 25 pounds. The employee must occasionally lift and/or move up to 50 pounds

Specific vision abilities required by this job include close vision and the ability to adjust focus.

TOOLS AND EQUIPMENT USED: Calculator, Computer, Stove, Microwave, Refrigerator, Freezer, Mixers, Slicers, Dishwasher, Commercial Kitchen Tools and Utensils, Cleaning Instruments, Sanitation Supplies.

WORK ENVIRONMENT: The work environment characteristics described here are representative of those employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The employee **normally-routinely** works in a kitchen, dining facility environment. The noise level in the work environment is usually moderately loud.

SELECTION GUIDELINES: Formal application, rating of education and experience; oral interview and reference check; job related tests may be required.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Approval: _____/s/_____
Personnel/Benefits Director

Date

Employees Signature

Date