



**VILLAGE OF WESTON, MARATHON COUNTY, WISCONSIN**  
**SPECIAL MEETING OF THE BOARD OF TRUSTEES**  
**AUDIO ONLY ZOOM MEETING**  
**TO PARTICIPATE SEE INSTRUCTIONS BELOW**

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The following items were listed on the agenda in the village Clerk's office, in accordance with Chapter 2 of the village's Municipal Code and will be ready for your consideration, during the 23rd legislative session of the Board of Trustees, on **Thursday, April 2, 2020, at 5:30 p.m. – Audio Only Zoom Meeting.**

A quorum of members from other Village governmental bodies (boards, commissions, and committees) may attend the above-noticed meeting to gather information. If a quorum of other government bodies are present this would constitute a meeting pursuant to "State of Wisconsin ex rel. Badke v. Greendale Village Bd., 173 Wis.2d 553,494 N.W.2d 408 (1993)". Therefore, no official actions other than those of the BOARD OF TRUSTEES shall take place.

Wisconsin State Statutes require all agendas for Board, Commission, and Committee meetings be posted in final form, 24 hours prior to the meeting. Any posted agenda is subject to change up until 24 hours prior to the date and time of the meeting. Any item on this agenda may be discussed or acted upon.

**Join Zoom Meeting by Computer:**

<https://zoom.us/j/437998289>

Meeting ID: 437 998 289

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**AGENDA ITEMS**

1. Board of Trustee Meeting called to order by President Sparks
2. Pledge Allegiance to the Flag
3. Roll Call by Clerk
  - a. Sparks {p}, Zeyghami {vp}, Ermeling, Maloney, Xiong, Ziegler, Fiene

**NEW BUSINESS**

4. [Contagious Temporary Illness Policy](#)
5. [Intergovernmental Workforce Staffing Agreement](#)
6. Discussion of Continuing Operations Under Wisconsin Department of Health Services Order #12, "Safer at Home."

**REMARKS FROM TRUSTEES**

**REMARKS FROM THE PRESIDENT**

**ADJOURN**

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**SPECIAL BOARD OF TRUSTEES MEETING AGENDA 4/2/2020**

Prepared by: Sherry Weinkauff, Village Clerk

## **Contagious Temporary Illness Policy**

The Draft Policy has been updated. My intent is for us only to provide for the leave under FFCRA and allow the maximum of 80-hour deficit to be accrued in cases an employee does not have MLB or PTO between now and December 31.

Please review and we can discuss on Thursday

Key points –

- Emergency Responders are identified and exempt from provisions of the FFCRA except they will be eligible to apply for 80 hours of paid Emergency Sick Leave under 3 criteria in the FFCRA.
- Other employees are eligible to apply for both ESL and Emergency Family Medical Leave Extension Act benefits under the criteria in the FFCRA.
- Current provisions for PTO, MLB, and FMLA apply otherwise.
- Employees may accrue a 10 day (80 hour) PTO deficit to be repaid by accrual within 12 months during the pandemic period.

<https://www.dol.gov/agencies/whd/pandemic>

	<b>Title:</b> Contagious Temporary Illness		<b>Policy Number:</b> HR xxx
	<b>Author:</b> Keith Donner, Administrator		<b>Created:</b> 03/31/2020 <b>Revision:</b> New
	<b>Scope:</b> Village wide	<b>Print Date:</b> 4/1/20 4:25 p.m.	<b>Page</b> 1 of 8

## I. PURPOSE

The purpose of this policy is to prevent the spread of illnesses and diseases between Village employees, and the public with whom employees interact.

## II. POLICY

The Village's primary goals when addressing contagious illness are to:

- Safeguard the community (residents, business, and visitors);
- Deter the spread of the contagious temporary illness within capabilities;
- Provide essential services to the community; and
- Safeguard Village of Weston employees

In this regard, the interest of the entire workforce and the public may outweigh the interest of the individual. Illnesses under this policy include influenza, measles, leprosy, H1N1, Severe Acute Respiratory Syndrome (SARS), tuberculosis, COVID-19, and any other identified pandemic illness.

## III. CONTAGIOUS TEMPORARY ILLNESS

### A. General Policy

The Village's decisions regarding employees who have a contagious temporary illness will be based upon:

- Current and informed medical information concerning the illness,
- The risks of transmitting the illness to others,
- The symptoms and special circumstances of each employee who has a contagious temporary illness, and
- A careful weighing of the identified risk, and available alternatives for responding to an employee with a contagious temporary illness.

Cases of pandemics are subject to rapid change. The Village needs to maintain flexibility to respond to rapidly changing information and respond accordingly. Therefore, the matters addressed in this policy are subject to change during one pandemic, and for different pandemics.

### B. Absenting Employees Showing Symptoms from Work

1. During a pandemic, the Village encourages employees with symptoms of a contagious illness to stay away from work and remain at home. The Village reserves the right to temporarily prohibit any employee who displays the symptoms of a contagious illness or disease and, in the Village's determination, poses a direct threat to the workplace from working or from being at a Village of Weston workplace building, facility, job site, program, and/or function. Employees must immediately and fully comply with their supervisor's directions to leave such places when directed by their supervisor to do so. Upon the supervisor's decision to temporarily prohibit an employee from working because of their symptoms of a contagious illness, the supervisor shall notify their Department Director and the Human Resources Office. The supervisor's decision shall be final. Employees who have contagious illness symptoms shall not come into work until they are free of symptoms for at least 24 hours without the use of symptom-altering medications or such later time as the Centers for Disease Control (CDC) may promulgate, from time to time, for a particular contagious illness.

2. In the event an employee is confirmed to have the contagious illness, the employee must immediately inform their supervisor. The supervisor must then confidentially notify their Department Director, the Human Resources Office, and the Administrator. The Human Resources Office or Administrator should inform Village co-workers of their possible exposure to such contagious illness in the workplace but will make efforts to maintain confidentiality as required by the Americans with Disabilities Act (ADA) and other

	<b>Title:</b> Contagious Temporary Illness		<b>Policy Number:</b> HR xxx	
	<b>Author:</b> Keith Donner, Administrator		<b>Created:</b> 03/31/2020 <b>Revision:</b> New	
	<b>Scope:</b> Village wide		<b>Print Date:</b> 4/1/20 4:25 p.m.	

applicable laws. Village employees exposed to a co-worker who has a confirmed contagious illness should refer to CDC for guidance on [how to conduct a risk assessment](#) of their potential exposure.

3. For employees who themselves have not been diagnosed with contagious illness but who have a family or household member who has been so diagnosed, such employees must immediately notify their supervisor. The supervisor must then confidentially notify their Department Director and the Human Resources Office or Administrator. Such employee should refer to CDC for [guidance on how to conduct a risk assessment](#) of their potential exposure.
4. Supervisors are encouraged to remind employees that the Village provides paid time off (PTO) to cover absences because of contagious temporary illnesses. Additionally, employees are able to use medical leave bank (MLB) for qualifying medical events in accordance with Chapter 13 of the Village Employee Personnel Policies and Procedures Handbook. Employees are reminded that the Village sponsors annual seasonal influenza vaccinations during the fall. Employees are encouraged to contact the Human Resources Office or the Administrator regarding questions of the possible contagious nature of another employee's temporary illness.
5. An employee showing contagious illness symptoms who has exhausted their available PTO, and if applicable, MLB, and is unable to return to work, may use any other accrued and unused paid time off benefits. If no paid-time-off benefits are available, then the employee must continue to stay home until the illness passes, as set forth elsewhere in this policy. In such instances, employees may be advanced up to ten (10) days of MLB. The employee must pay back this advancement through accrual of PTO converted to MLB within the next 12 months. If the employee has a negative MLB balance at the time of separation from employment with the Village, the negative balance will be reconciled through payroll adjustment on the employee's final check.
6.
  - a. As of 1 April 2020, under the 2020 COVID-19 pandemic, the Village will not require a medical slip from a health care professional for any illness on the condition that the employee timely and fully follows the provisions and directives of the CDC and Village Policies.
  - b. Please refer to the Village's Family and Medical Leave Act policy for further information regarding whether a particular contagious illness of the employee or immediate family member may be covered by the state or federal FMLA.
7.
  - a. By CDC definition, "Isolation" separates sick people with a contagious disease from people who are not sick. "Quarantine" separates and restricts the movement of people who were exposed to a contagious disease to see if they become sick.
  - b. In either case, employees who isolate or quarantine must not be at work and will be eligible to use their available accrued, unused paid time off benefits in the following order: PTO, other available accrued and unused paid time off benefits, and MLB. if needed, employees may be advanced up to 10 days of discretionary PTO which must be paid back as described in Section III, B, 5, above. As an alternative, such employee may be able to work from home per Section C, below.

C. Alternative Work Arrangements During Pandemic

1. Depending upon the extent and severity of a pandemic, the Village may consider addressing employee attendance issues through alternative work arrangements, including flexible work schedules, working

	<b>Title:</b> Contagious Temporary Illness		<b>Policy Number:</b> HR xxx	
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	<b>Scope:</b> Village wide		<b>Print Date:</b> 4/1/20 4:25 p.m.	

from home, and social distancing at work so that employees may care for themselves, and their family members with a contagious disease, and still perform their jobs. Such arrangements will be based upon work function, existing circumstances, and will be documented. Please see the Village of Weston policy regarding telecommuting.

**D. Salaries and Benefits of Those Unable to Work During Pandemic**

As of April 1, 2020, up to 80 hours of Emergency Paid Leave (prorated by % FTE) can be made available to eligible employees unable to perform their assigned duties, pursuant to the following provisions and further provided for in Section IV, "ADDENDUM FOR 2020 CORONAVIRUS AND CONTAGIOUS TEMPORARY ILLNESS":

1. Employees who are unable to perform their assigned duties during the COVID-19 pandemic are eligible to use Emergency Paid Leave. This includes, but is not limited to, employees who are unable to perform their assigned duties due to the inability to work remotely (telecommute or telework).
2. In instances where employees are unable to perform their assigned duties due to the type of work they perform (meaning the work cannot be performed remotely) but are assigned other duties that CAN be performed remotely, they cannot refuse a reassignment of duties in order to take Emergency Paid Sick Leave.
3. Employees may use Emergency Paid Leave prior to using any other accrued and unpaid leave categories.
4. Emergency Paid Leave use, including a determination that an employee is unable to perform their assigned duties, is subject to approval by the employee's Department Director, after consultation with the Village Administrator.
5. Use of Emergency Paid Leave is only available to be claimed beginning on Wednesday, April 1, 2020, and shall remain in effect through December 31, 2020.
6. There is no entitlement to Emergency Paid Leave after the dates provided for in subsection III.D.5 above.
7. Emergency Paid Leave does not accrue and may not be rolled over or combined into other types of leave.

**E. School Closures**

The Centers for Disease Control and Prevention (CDC) may not advise school closures as a result of a pandemic illness outbreak; however, individual school districts may still make that decision to protect public health. Employees who cannot provide for daycare of their healthy children during a school closure and must stay home may use PTO or unpaid leave of absence for the day(s) away from work. As an alternative, such employee may be able to work from home, pursuant to Section C, above.

**F. Maintaining Employee Privacy**

The Village will comply with applicable statutes and regulations and make every effort procedurally to protect the privacy of persons who have contagious illness or disease. At the same time, the Village may have the duty to implement certain protective measures, e.g., warn other employees if they have been exposed to a co-worker diagnosed with a contagious illness, and notify local and state health officials of the same.

	<b>Title:</b> Contagious Temporary Illness		<b>Policy Number:</b> HR xxx	
	<b>Author:</b> Keith Donner, Administrator		<b>Created:</b> 03/31/2020 <b>Revision:</b> New	
	<b>Scope:</b> Village wide		<b>Print Date:</b> 4/1/20 4:25 p.m.	

G. Travel

1. Work-Related Travel

Travel during a pandemic is another area that is subject to rapid change. Work-related travel outside the country, state, county and city may be restricted. A decision regarding travel restrictions will be made based upon the location, extent and severity of the pandemic balanced with the purpose of the intended travel. Travel essential to the operational needs of the Village where no reasonable alternative is available will be given higher consideration.

Under the 2020 COVID-19 pandemic the following work-related travel restrictions will apply, as of 1 April 2020.

- a. Travel outside of the Village of Weston but within Marathon County is not restricted.
- b. Travel outside Marathon County but within the State of Wisconsin must be submitted for prior review for the Department Director and Administrator to determine whether the planned travel should proceed on behalf of the Village of Weston. Previously approved travel must be re-submitted for evaluation by the employee's Department Director to determine whether the planned work-related travel may proceed.
- c. Travel outside the State of Wisconsin, including outside of the United States, is prohibited

2. Personal Travel

Under the 2020 COVID-19 pandemic the following work-related travel restrictions will apply, as of 1 April 2020.

- a. Employees are directed to communicate in advance their personal travel plans to their Department Director and the Administrator. It is strongly recommended that employees postpone or cancel personal travel outside of Wisconsin. Documented cases are growing rapidly both domestically and internationally. Employees may face a higher risk of infection, significant delays returning to Wisconsin, and/or the requirement to self-isolate upon return, all of which could significantly impact professional and personal obligations at great individual expense.
- b. Employees travelling internationally will not be allowed to return to work to their Village of Weston workplace for not less than fourteen (14) calendar days after their return. This travel restriction will remain in place until further notice as the Village Administrator continues to monitor the efficacy of this measure.
- c. Employees travelling domestically out of the state of Wisconsin must follow CDC guidelines for travel within the United States and refer to the CDC for guidance on how to conduct a risk assessment of their potential exposure. Such employees should review CDC travel updates daily for information on communities with sustained community transmission.
- d. The sole exception to these provisions is commuting between neighboring counties to work for the Village by those Village employees who legally reside outside of Marathon County. Such employees should refer to the CDC for [guidance on how to conduct a risk assessment](#) of their potential exposure.

	<b>Title:</b> Contagious Temporary Illness		<b>Policy Number:</b> HR xxx
	<b>Author:</b> Keith Donner, Administrator		<b>Created:</b> 03/31/2020 <b>Revision:</b> New
	<b>Scope:</b> Village wide	<b>Print Date:</b> 4/1/20 4:25 p.m.	<b>Page</b> 5 of 8

3. In the event the Village President or Board of Trustees issues a state of emergency for the Village of Weston, then employees may expect that their personal vacations and scheduled time off may be cancelled. The Village has always reserved such management right to do so.

#### **IV. ADDENDUM FOR 2020 CORONAVIRUS AND CONTAGIOUS TEMPORARY ILLNESS**

##### **A. Introduction**

1. This Addendum is designed to make the Village of Weston compliant with the “Families First Coronavirus Response Act (FFCRA)” that was approved by the U.S. Congress and signed by the President on March 18, 2020.
2. The Act takes effect on April 1, 2020, and most provisions expire on December 31, 2020.
3. Eligible employees with a qualifying need related to a public health emergency, as described by the FFCRA, may be eligible for the leaves described in the Addendum. Eligible employees must provide the Village with notice of their need for leave under this Policy as soon as reasonably practicable. Notice should be provided either orally, telephonically, or in writing, including an e-mail to the Human Resources Director. Requests for leave should not be conveyed via voicemail unless circumstances prevent other forms of communication. The failure to provide notice of your need for leave may result in an unauthorized absence from work.

##### **B. Emergency Responders**

Employees who are classified as emergency responders are not eligible for leave or the benefits available under this policy, or the FFCRA pursuant to Section 3105 and Section 5102 of the FFCRA. The Village has classified the following positions as emergency responders for purposes of this policy:

- Village Administrator
- Village Clerk
- All Department Directors
- Building Inspectors
- All Public Works & Utilities field employees and supervisors (this includes Parks)
- Utility Clerk and Assistant Utility Clerk
- Staff providing election services

The nature of the work performed by these employees, the possible need for additional staffing, and the exigent and dire circumstances that may exist when these employees are needed most to respond to an emergency during a pandemic necessitates their availability as emergency responders. The Village Administrator may amend this list of emergency responders at any time.

##### **C. Emergency Paid Sick Leave**

1. Pursuant to the Families First Coronavirus Response Act (“FFCRA”), on March 18, 2020, President Trump signed into law the Emergency Paid Sick (“EPSLA”). Emergency Paid Sick Leave under the FFCRA is in addition to PTO and MLB provided by the Village of Weston by policy. The Act takes effect on April 1, 2020, with a sunset date of December 31, 2020.

	<b>Title:</b> Contagious Temporary Illness		<b>Policy Number:</b> HR xxx	
	<b>Author:</b> Keith Donner, Administrator		<b>Created:</b> 03/31/2020 <b>Revision:</b> New	
	<b>Scope:</b> Village wide		<b>Print Date:</b> 4/1/20 4:25 p.m.	

2. Eligible employees may request to take Emergency Paid Sick Leave if the employee is unable to work (or telework) because of a COVID 19 related reason AND the employee:
  - a. Is subject to federal, state, or local quarantine or isolation,
  - b. Is told by a health care provider to self-quarantine,
  - c. Is having symptoms and seeking a medical diagnosis,
  - d. Is having to care for an individual subject to a federal, state, or local quarantine or isolation,
  - e. Is having to care for a child if the child’s school, place of care, or child care provider is closed because of the public health emergency, or
  - f. Is experiencing a substantially similar condition as specified by the Department of Health and Human Services.
  
3. Eligible full-time employees may take up to 80 hours of Emergency Paid Sick Leave and part-time employees are eligible to take Emergency Paid Sick Leave based upon the average number of hours they work in a two-week period.
  - a. If the COVID-19 related leave taken by the employee is for their own care, then the employee will be paid at their regular rate of pay.
  - b. If the leave taken by the employee is for the care of a family member, then the employee will be paid at two-thirds of their regular rate of pay.
  - c. In this instance, the employee may use their accrued unused and available paid time off benefits to receive the remaining one-third of their regular rate of pay.
  - d. Certain daily and aggregate total wage caps in pay based upon the reason for the Emergency Paid Sick Leave are provided for in the law. The Village of Weston will comply with these maximum payment caps.
  - e. Emergency Paid Sick Leave may be taken by employees regardless of the length of their Village of Weston employment.
  - f. Emergency Paid Sick Leave may not be carried over from this year to the next. This pay and federal law terminate on December 31, 2020.

D. Emergency Family and Medical Leave Expansion

1. Pursuant to the Families First Coronavirus Response Act (“FFCRA”), on March 18, 2020, President Trump signed into law the Emergency Family and Medical Leave Expansion Act (“EFMLEA”). The EFMLEA provides job protected leave for employees who need to care for their son or daughter because their school or daycare is closed due to COVID-19. The Act will take effect on April 1, 2020, with a sunset date of December 31, 2020.
2. The EFMLEA allows employees up to 12-weeks of job protected leave if an employee is unable to work or telework because the employee is needed to care for the employee’s dependent son or daughter (who is under the age of 18) because the child’s school, or childcare facility has been closed, or the childcare provider is unavailable due to the COVID-19 pandemic.
3. The EMFLEA is available for regular full-time and part-time employees who have worked for the Village for at least 30 calendar days prior to taking the leave. Emergency responders as defined in Section IV.B. above are exempt from and, therefore, not eligible and not included with those Village employees provided EMFLEA.
4. If two spouses are employed by the Village and are eligible for leave under the EMFLEA, they are each entitled to separate 12-week periods of EMFLEA leave to care for their child whose school or childcare facility is closed as the result of COVID-19. In order to be eligible for leave under the EMFLEA, the employee must be needed

	<b>Title:</b> Contagious Temporary Illness		<b>Policy Number:</b> HR xxx	
	<b>Author:</b> Keith Donner, Administrator		<b>Created:</b> 03/31/2020 <b>Revision:</b> New	
	<b>Scope:</b> Village wide		<b>Print Date:</b> 4/1/20 4:25 p.m.	

to care for a child due to school or daycare closing. If and when necessary, the Administrator will decide who is “needed” for purposes of EMFLEA and will do so based upon the particular facts and circumstances of each situation on a case-by-case basis.

5. Pay During Leave: The EFMLEA provides for paid time away from work for up to 12 weeks.
  - a. The first two weeks (10 workdays) of EFMLEA leave is unpaid under the federal law; however, employees may, but are not required, to substitute accrued, unused, paid time off benefits during the initial 10-day portion of EMFLEA. This includes the 80 hours of emergency paid leave provided by the EPSLA (IV, C. above). Paid leave provided by the EPSLA can run concurrently with leave provided by the EMFLEA.
  - b. Thereafter, for weeks 3 – 12 of EMFLEA, job-protected leave is paid at 2/3 of the employee’s regular rate of pay. Payments are capped at \$200 per day (\$10,000 for the total leave period) for regular full-time employees and are pro-rated at the same amount for regular part-time employees. Employees may, but are not required, to substitute accrued paid time off during the last 10 weeks of EMFLEA.
  - c. For full time employees, the paid leave opportunity will be based on the regular rate of pay of the employee for the hours the employee would normally work for a forty-hour work week. Part-time employees pay eligibility will be based on their regular hours worked per week – or if variable – the average hours worked in the preceding six months.
6. EMFLEA time off runs concurrently with traditional regular federal and state FMLA. The total EMFLEA and FMLA that an employee may take in 2020 is still twelve (12) weeks.
7. All rules, regulations, policies, and requirements for traditional state and federal FMLA remain in full force and effect for 2020, except as otherwise specifically provided in the EMFLEA.
8. Intermittent Leave: Under some circumstances, employees may take EMFLEA on an intermittent basis, subject to staffing levels and Department Director and Administrator approval.
9. Traditional Family Medical Leave Act Benefits: An employee may be eligible for traditional federal and state FMLA leave if they have a COVID-19 diagnosis and they meet the requirements of the FMLA. An employee who is not ill but merely quarantined because of coming into contact with COVID-19 would not be eligible for EFMLEA or traditional FMLA. Please refer to the Village of Weston FMLA policy for information pertaining to the provisions of the FMLA. It is important to note that while an employee is entitled to 12 weeks of leave under the EFMLEA, the length of the EFMLEA leave is reduced by any FMLA Leave previously taken by the employee during the same year. EFMLEA is not a separate or additional 12-week leave entitlement. In other words, the Emergency Family Leave for childcare purposes is automatically reduced by the amount of EFMLEA and FMLA leave an employee has already taken for all purposes in the current calendar year, without regard to the reason for the previous leave.
10. Benefits During Leave: Benefits during leave will be applied as benefits under the FMLA.
11. Employee Status after Leave: The FMLA’s job protected leave requirements and anti-retaliation provisions also apply to EFMLEA scenarios.

	<b>Title:</b> Contagious Temporary Illness		<b>Policy Number:</b> HR xxx	
	<b>Author:</b> Keith Donner, Administrator		<b>Created:</b> 03/31/2020 <b>Revision:</b> New	
	<b>Scope:</b> Village wide		<b>Print Date:</b> 4/1/20 4:25 p.m.	

12. Procedure for Requesting Leave and Certification: Employees shall complete the FFCRA form that will be used specifically for the purposes under the FFCRA. Forms can be requested by contacting their Department Director, Human Resources Director, or the Administrator. Employees should be respectful of social distancing recommendations when obtaining their forms. Forms can also be found through the following link: : <https://www.dol.gov/agencies/whd/fmla/forms> along with fact sheets at the following links: <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/whdfs28.pdf>. ; <https://www.dol.gov/agencies/whd/pandemic/ffcra-employee-paid-leave> <https://www.dol.gov/agencies/whd/pandemic/ffcra-employer-paid-leave>

You may email your completed request form to the Human Resources Director and Administrator.

13. Understanding that schools and day cares are closed, and health care providers are overwhelmed at this time, the required doctor's certification is not necessary and will be waived through December 31, 2020, unless there is cause to believe the employee has falsified the request.
14. Enforcement: Nothing in this provision shall be construed to in any way to diminish the rights or benefits that an employee is entitled to under any law, collective bargaining agreement, or existing Village of Weston policy. An employee is encouraged to consult with the Human Resources Director and Administrator regarding any questions or concerns.
15. For employees who are classified as emergency responders and exempted from the EFMLEA and EPSLA provisions of the FFCRA and who are eligible for PTO and/or MLB under the Village's current personnel policies, the Village will provide up to 80 hours of emergency paid leave to be used during the first fourteen calendar days by those emergency responders who are unable to work (or telework) due to the following reasons:
- a. The employee tests positive for COVID-19
  - b. The employee has been directed by a Department of Health or a designee of a Department of Health to self-quarantine due to exposure to COVID-19
  - c. The employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis.

The Village may follow up with an employee requesting such leave to obtain additional information and to advise the employee of other benefits available including FMLA benefits to run concurrently where permitted. The employee may also use his or her own paid leave. Emergency responders may request this leave either orally or in writing, including email to the Administrator. This Emergency Responder Discretionary PTO expires on December 31, 2020.

**MEMORANDUM**

**TO:** Boardman & Clark Municipal Clients

**FROM:** Steven C. Zach

**DATE:** March 25, 2020

**RE:** FAMILY FIRST CORONAVIRUS RESPONSE ACT (FFCRA)  
These provisions take effect on April 1, 2020  
and expire on December 31, 2020

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**FMLA Provisions**

- Applies to private sector employers with 500 or fewer employees and public sector employers with at least one employee.
- Regulations will be enacted to exempt small businesses with fewer than 50 employees if they can show FFCRA will “jeopardize the viability of the business as a going concern.” Guidance on this hardship exemption is expected to be released soon by the Department of Labor.
- Applies to an employee who has been employed for at least 30 calendar days.
- The leave is available if the employee is unable to work (or telework) due to a need for leave to care for the son or daughter under 18 years of age of such employee if the school or place of care has been closed, or the child care provider of such son or daughter is unavailable, due to the COVID-19 emergency.
- The first 10 days for which an employee takes leave may consist of unpaid leave. An employee may elect to substitute any accrued vacation leave, personal leave, or medical or sick leave for unpaid leave, including the paid emergency leave set forth below.
- After the first 10 days, an employer shall provide for the remaining 10 weeks paid leave in an amount that is not less than two-thirds of an employee’s regular rate of pay and the number of hours the employee would otherwise be normally scheduled to work. This paid leave shall not exceed \$200 per day and \$10,000 in the aggregate for each employee.

- For employees whose schedule varies from week to week to such an extent that an employer is unable to determine with certainty the number of hours the employee would have worked if such employee had not taken leave, the employer shall use the following in place of such number:
  - a number equal to the average number of hours that the employee was scheduled per day over the 6-month period ending on the date on which the employee takes such leave, including hours for which the employee took leave of any type.
  - If the employee did not work over such period, the reasonable expectation of the employee at the time of hiring of the average number of hours per day that the employee would normally be scheduled to work.
- This leave counts toward an employee's total of 12 weeks of FMLA leave. If an employee has already used some FMLA leave for other reasons, the amount of FFCRA FMLA is reduced by the amount of FMLA the employee has already taken.
- In any case where the necessity for leave is foreseeable, an employee shall provide the employer with such notice of leave as is practicable.
- **Employers with fewer than 25 employees are exempt from job restoration requirements. All other employees must make reasonable efforts to restore the employee to a position equivalent to the position the employee held when the leave commenced, unless the position held by the employee does not exist upon the employee's return due to economic conditions caused by the public health emergency.**
- **If an employee is not restored to his/her former position, an employer must make reasonable efforts to contact the employee if an equivalent position becomes available within one year beginning on the earlier of (1) the date on which the employee's need for leave concluded, or 12 weeks after the date on which the employee's leave commenced. Additional guidance is needed as to whether such an employee is automatically entitled to this position or if the employee merely has the right to apply for such a position.**

#### **Paid Emergency Leave**

- An employer shall provide to each employee paid sick time to the extent that the employee is unable to work (or telework) due to a need for leave because:

- The employee is subject to a Federal, State, or local quarantine or isolation order related to COVID-19.
  - The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19.
  - The employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis.
  - The employee is caring for an individual who is subject to a quarantine or isolation order or has been advised by a health care provider to self-quarantine due to concerns related to COVID-19.
  - The employee is caring for a son or daughter of such employee if the school or place of care of the son or daughter has been closed or is unavailable due to COVID-19.
  - The employee is experiencing any other substantially similar condition as specified by the Secretary of Health and Human Services.
- 
- Public sector employers may elect to exclude an emergency responder from FFCRA paid emergency leave. Guidance will be forthcoming on the scope of this exemption.
  - Paid sick time provided to an employee ends beginning with the employee's next scheduled work shift immediately following the termination of the need for paid sick time.
  - An employer may not require, as a condition of providing paid sick time, that the employee involved search for or find a replacement employee to cover the hours during which the employee is using paid sick time.
  - The paid sick time shall be available for immediate use by the employee regardless of how long the employee has been employed by an employer.
  - The employee may not carry the sick leave over to the next calendar year.
  - Employers do not need to pay out any unused leave upon separation from employment.
  - An employee may first use the paid sick time under FFCRA. An employer may not require an employee to use other paid leave provided by the employer to the employee before the employee uses the paid sick time under FFCRA.
  - An employer is not prohibited from modifying its current sick leave policies to conform to the FFCRA so employees are not entitled to both.

- Each employer shall post and keep posted, in conspicuous places on the premises of the employer where notices to employees are customarily posted, a notice, to be prepared or approved by the Secretary of Labor within the next 7 days.
- The amount of pay is as follows:
  - Up to 80 hours based on the number of hours the employee would otherwise be normally scheduled to work or for part-time employees the number of hours equal to the number of hours that such employee works on average over a two-week period. The calculation for employees whose schedule varies is the same as the FFCRA FMLA provisions.
  - The amount of pay shall not to exceed \$511 per day and \$5,110 in the aggregate if:
    - The employee is subject to a Federal, State, or local quarantine or isolation order related to COVID-19.
    - The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19.
    - The employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis.
  - The amount of pay shall not exceed \$200 per day and \$2,000 in the aggregate for an employee who is:
    - caring for an individual who is subject to a quarantine or isolation order or has been advised by a health care provide to self-quarantine due to concerns related to COVID-19.
    - Caring for a son or daughter of such employee if the school or place of care of the son or daughter has been closed or is unavailable due to COVID-19.
    - The employee is experiencing any other substantially similar condition as specified by the Secretary of Health and Human Services.
  - The amount paid is based upon the employee's FLSA regular rate of pay up to the amount of the cap.

**Tax Issues**

- Any wages paid to employees due to either type of FFCRA leave are not subject to either FICRA or Medicare taxes.
- To help private employers pay for the cost of the new FFCRA paid leave benefits, private employers will be able to take a refundable tax credit equal to the amount of benefits paid to qualifying employees. The credit is applied against the employer's share of FICA and Medicare tax liability for the quarter in which the sick leave pay is paid. If the total sick leave payments made by the employer exceed its share of such taxes, the difference is refundable to the employer. Public employers are not eligible for these tax credits.

**General Provisions:**

- This law does not diminish the rights employees have under other laws.
- An employer may not retaliate against an employee for exercising rights under this law.

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**AGREEMENT FOR THE PROVIDING OF  
WORKFORCE STAFFING**

**WHEREAS**, area municipalities are responsible for furnishing a multitude of services to the public that serve the primary functions related to health, safety and welfare which include local roads, safe drinking water, sanitation, air and water pollution as well as providing for parks and recreational facilities and collecting taxes and administering elections; and

**WHEREAS**, area municipalities often have a limited workforce that is competent to operate specialized equipment and generally conduct operations related to each of the various services that are provided to the public; and

**WHEREAS**, area municipalities are vulnerable to a variety of natural and technological disasters and emergencies, and in times of a disaster or emergency, increased emergency response aid and assistance may reduce injury, damage, and loss of life and property; and

**WHEREAS**, on March 12, 2020 the Governor of Wisconsin in Executive Order No. 72 declared a statewide public health emergency in response to the COVID-19 Coronavirus; and

**WHEREAS**, the COVID-19 Coronavirus is anticipated to have widespread effects, and may result in the incapacity of an area municipality's limited workforce necessary for the provision of certain services to the public; and

**WHEREAS**, Wis. Stat. § 66.0301(2) authorizes municipalities to enter into agreements for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law; and

**WHEREAS**, area municipalities desire to create and participate in a joint program of aid and assistance in order to maintain public services despite any workforce disruptions or other adverse impacts which may include the Covid-19 Coronavirus; and

**WHEREAS**, it is the intention of the area municipalities that this Agreement be a binding and enforceable contract within the meaning of Wis. Stat. § 66.0301.

**NOW, THEREFORE BE IT RESOLVED** that:

- A. By signing this Agreement, a municipality agrees to comply with the understandings, commitments, terms, and conditions for providing and receiving aid and assistance as set forth in this Agreement.
- B. In the event of need as determined by the requesting municipality, a municipality's authorized official may request aid and assistance from another municipality. Requests for assistance may be made orally or in writing. Requests for assistance shall be directed to the authorized official of the municipality requested to provide the aid and assistance.

- C. After a municipality receives a request for assistance, the respective authorized official shall evaluate the availability of resources and other applicable circumstances, to determine the level of ability to respond to the request, if any. The responding official shall then inform the requesting municipality, as soon as practical, whether assistance will be able to be provided. In the case of assistance being extended, the responding municipality should inform the requesting municipality regarding the type and timeline of assistance being extended. Additionally, the responding party shall in writing, prior to services being rendered, what cost and terms of payment, if any, shall be charged to the requesting party for the service requested.
- D. During the period of assistance being extended, employees of a municipality remain employees of that municipality. Personnel sent by a responding municipality shall remain under the overall supervision and control of the responding municipality.
- E. The responding municipality's authorized official retains the right to withdraw some or all of its assistance at any time and for any reason in the sole discretion of the responding municipality. Notice of intention to withdraw shall be communicated to the requesting municipality's authorized official as soon as is practicable under the circumstances.
- F. All municipalities are entitled to governmental immunities under law, including but not limited to Wis. Stat. § 893.80. Nothing contained herein shall waive the rights and defenses to which each municipality may be entitled under law, including but not limited to all of the immunities, limitations, and defenses under Wis. Stat. § 893.80, and as it is amended from time to time.
- G. Each municipality shall bear the risk of its own actions, as it does with its respective day-to-day operations.
- H. The employees of a responding or requesting municipality shall be covered by his or her employing municipality for purposes of worker's compensation, unemployment insurance, and benefits under Wis. Stat. ch. 40 regardless of whether the municipality is a responding or requesting municipality under this Agreement.
- I. Any municipality may terminate its participation in this Agreement by written notice to the other participating municipalities.
- J. If any portion of this Agreement is determined to be illegal, null or void or against public policy, for any reason, or held to be invalid or unenforceable by any court of competent jurisdiction, the remaining portions shall not be affected thereby and shall remain in full force and effect to the fullest extent permissible by law.
- K. As this is a reciprocal Agreement, it is recognized that any party to this Agreement may be requested by another party to be a Provider. It is mutually understood that each party's foremost responsibility is to its own citizens. The provisions of this Agreement shall not be construed to impose an unconditional obligation on any party to provide aid and assistance pursuant to a request from another party. Accordingly, when aid and assistance

have been requested, a party may in good faith withhold the resources necessary to provide reasonable and adequate protection for its own community, by deeming itself unavailable to respond and so informing the Recipient.

- L. Given the finite resources of any jurisdiction and the potential for a party to be unavailable for aid and assistance at a given point in time, the parties mutually encourage each other to enlist other entities in mutual aid and assistance efforts and to enter into such agreements accordingly. In addition, the parties fully recognize that there is a highly meritorious reason for entering into this Agreement, and accordingly shall attempt to render assistance in accordance with the terms of this Agreement to the fullest extent possible.
- M. All functions and activities performed under this Agreement are hereby declared to be governmental functions conducted pursuant to the powers conferred in Sections 61.34(1) and 62.11(5) of the Wisconsin Statutes. Functions and activities performed under this Agreement are carried out for the benefit of the general public and not for the benefit of any specific individual or individuals. Accordingly, this Agreement shall not be construed as or deemed to be an agreement for the benefit of *any* third parties or persons and no third parties or persons shall have any right of action under this Agreement for any cause whatsoever.
- N. To the extent any of the provisions of this agreement conflict with any other agreements to which a signatory may be a party, this agreement shall be controlling during the extant public health emergency.

**IN WITNESS WHEREOF**, the area municipalities set forth below each cause this Agreement to be signed, sealed and binding on its' behalf, by its' duly authorized representatives, all as of this 24th day of March, 2020.

Municipality: Village of Weston

[Signature] VILLAGE PRESIDENT  
Name, Title

ATTEST:

[Signature], Administrator  
Name, Title