



WCMA NEWSLETTER

SPRING/SUMMER 2002

WCMA SUMMER CONFERENCE

The 2002 Summer Conference will be held on June 19-21 at the Chula Vista Resort in the Dells. The registration form is included with this newsletter. Please return your registration form by June 12th.

The theme of this year's conference is controlling the costs of your most important resource: your employees. Have you ever wondered how arbitrators make their decisions? Steve Sorensen, the newly appointed chairman of the Wisconsin Employment Relations Commission will explain. What's the latest court decisions that may land you in court over that new personnel policy you just implemented? Get the latest legal updates from Attorney Ed Williams. Can I keep health insurance premiums from killing me? See if Kevin Arendt of Virchow Krause Employee Benefits can make it just a superficial wound.

Thursday evening will be topped off with Pat Richter, University of Wisconsin athletic director, will be the dinner speaker. If you think managing a community is difficult, let Pat tell you about controlling coaches salaries (or not), dealing with athletes who step out of line and interpreting NCAA rules seemingly created by a drunken chef.

The registration deadline for the conference is June 12, 2002. The Chula Vista is holding a block of rooms for us until May 27th. The single rates are:

Tower Accommodations	\$109
Riverside Tower/Suite Accommodations	\$119

Please call as soon as possible to get a room.

We look forward to seeing you there!!!

ICMA Voluntary Credentialing Program

The International City/County Management Association is now accepting applications for its Voluntary Credentialing Program. Complete the application online at www.icma.org under Members' Corner or download the Adobe Acrobat version and fax it to 202/962-3565.

The next deadline for applications is June 1, 2002, and those applications will be reviewed during the September 2002 board meeting. The deadline after that is October 1, 2002.

ICMA members are reminded that the first step in the Voluntary Credentialing Process is the Applied Knowledge Assessment, which can be ordered through ICMA's online bookstore or by calling 800/745-8780. You need your results from the Assessment in order to complete the credentialing application. It takes about 30 days to receive feedback once you submit your responses to Georgia State University.

If you have other questions concerning the Voluntary Credentialing Program, contact Amanda Relyea at arelyea@icma.org.

The first Wisconsin managers to complete the credentialing program are:

Barbara Blumenfield – Greenfield
Patrick DeGrave – Menasha
Russell Van Gompel – Brown Deer
David Waffle – Reedsburg
R. Kim Wilde – Waunakee

2002 ICMA Conference

ICMA is holding its 2002 annual conference in Philadelphia from September 29 to October 2. A WCMA dinner at the conference will be on Tuesday October 1 at Maggiano's Little Italy. If you are going to Philly, be sure to mark this date on your calendar.

POSITION ANNOUNCEMENTS

City of Oconto Falls, City Administrator

City Administrator/Clerk/Treasurer: Oconto Falls, WI (pop. 2,880) is seeking qualified candidates to apply for the position of City Administrator (includes clerk/treasurer duties). Requirements for this position include prior experience as an administrator, clerk, treasurer, planner or related field. A master's degree in public administration preferred. The City Administrator is appointed upon the recommendation of the mayor and 2/3's vote of the six member City Council elected by wards on a non-partisan basis. Candidates should possess strong oral and written communication skills, personnel management experience, analytical skills and budgeting experience. The City provides a full array of services including water, sewer, electric and cable TV utilities. Salary: \$55,000 - \$70,000, depending on qualifications and experience. Send resume and letter of interest to Heidi Pankoke, Virchow, Krause & Company, P.O. Box 7398, Madison, WI 53707-7398 or email: hpankoke@virchowkrause.com; Fax: 608-249-8532. See community website for information about the community at: ci.ocontofalls.wi.us.

Town of Menasha, Wisconsin (16,000), Town Administrator

Town Administrator. Salary \$63K to \$72K + benefits, DOQ. Three administrators since position created in 1985. Five member town board, including part-time town chairman. \$12M budget; 80 FT, 102 PT/seasonal employees. Progressive community with diversified economic base emphasizing planned growth. Located in Appleton metropolitan area 30 miles from Green Bay. Bachelor's degree, prefer master's in public administration/related field with at least 2 years local government administrative experience. Desire a strong background in municipal management, budgeting, finance, human resources, planning, and economic development; strong interpersonal and consensus building skills; commitment to citizen service. Residency required. Visit community website at www.town-menasha.com. Send resume, salary history and references to Public Administration Associates, LLC, P. O. Box 282, Oshkosh, WI 54903; e-mail paassoc@northnet.net; phone 920-235-0279; by June 8, 2002. Applicant names subject to public release by state law unless confidentiality requested. Confidentiality cannot be guaranteed for finalists.

St. Croix Falls, WI (1,900), City Administrator

City Administrator. Salary \$50K to \$62K + benefits, DOQ. Four administrators since 1989. Mayor and four Council members elected on a non-partisan basis. \$3M total budget; 12 FT, 47 PT/seasonal employees. This beautiful community lies just 45 minutes northeast of the Twin Cities on the St. Croix River, the Wisconsin-Minnesota border. Bachelor's degree, prefer master's in public administration/related field with at least 2 years municipal experience. Desire a strong background in economic development, TIF, grant writing, finance and budget administration, zoning, long range planning and human resources; strong interpersonal and consensus building skills and a commitment to citizen service. Send resume, salary history and references to Public Administration Associates, LLC, P. O. Box 282, Oshkosh, WI 54903; e-mail paassoc@northnet.net; phone 920-235-0279; by June 15, 2002. Applicant names subject to public release by state law unless confidentiality requested. Confidentiality cannot be guaranteed for finalists.

WCMA By-Laws Amendment

At the March annual WCMA meeting in Oshkosh, the membership approved several initiatives to increase the Associations' revenue stream to broaden services. Some of the recommended changes require an amendment to the Association Constitution and By-Laws. These amendments require approval of the membership. The following By-Law amendments will be presented for consideration at the June 21st business meeting:

1. Article 3 Formally recognize student members. We have had student members in the past, but this category was not provided for in the constitution.
2. Article 4 Formalize an Ethics committee and a membership committee as regular standing committees.
3. Change the dues structure from \$60/year to 0.15% of the members salary, but not less than \$60 or more than \$150. Increase cooperating memberships from \$40/year to \$200/year.

COBRA/FMLA/Workers' Compensation – An Alphabet Soup of Trouble

By: Bruce Deadman, JD, Manager, Human Resource Services

Recently, we have had several questions regarding the interplay and interrelationship of the State and Federal Family Medical Leave Acts (FMLA), COBRA and the Wisconsin Workers' Compensation Act. The situation that arises most frequently involves what to do about health insurance and FMLA leave when an employee suffers a work-related injury that keeps him or her off work for an appreciable length of time. The other situation that has arisen involves the employee whose FMLA leave expires, but whom the employer wishes to keep on health insurance for whatever reason.

These are both complicated and interesting problems. What follows are some commonly asked questions, together with our conclusions and recommendations.

Question 1: Does COBRA prohibit putting an employee on COBRA coverage immediately after suffering a work-related injury?

According to a COBRA specialist with the United States Department of Labor, an employee may be put on COBRA immediately after suffering a work-related injury if the injury results in a reduction of hours as defined by the plan.

However, doing so will definitely violate both Wisconsin and Federal FMLA if the employer is covered by those laws, and FMLA leave has not been offered. Also, such action, taken preemptively without reviewing all relevant medical information, could result in a Workers' Compensation claim for "failure to rehire" under Section 102.35 of the Wisconsin Workers' Compensation Act.

Question 2: Are Workers' Compensation claims subject to FMLA leave? If so, what are an employer's responsibilities?

Yes, if the injury constitutes a "serious health condition" as defined by State or Federal FMLA.

An employer covered by FMLA with an employee whose Workers' Compensation injury constitutes a "serious health condition" should consider putting the employee on FMLA leave concurrently with Workers' Compensation leave. Caveat – the Wisconsin Department of Workforce Development has informally taken the position that such action affecting an employee's state may violate Workers' Compensation and/or discrimination law. However, that position does not appear to have been tested or adjudicated in court. State FMLA for serious health condition is only two weeks, meaning that the FMLA clock can still be started for Federal FMLA, which is twelve weeks.

Question 3: An employee runs out of FMLA leave, but the employer wishes to keep them on the health plan as an employee instead of offering them COBRA because they believe the employee is eventually going to return to work; or, maybe just because they want to be nice. Is this OK?

NO! The last day of FMLA leave is considered a "qualifying event" under COBRA, and that's when the COBRA notice needs to go out. Failure to do so can cause serious coverage problems with reinsurers/stop loss carriers. Getting a waiver or letter confirming coverage from the carrier may be an alternative, but don't count on it!

SOUND CONFUSING?? IT IS!! These situations are almost always fact specific, and need to be dealt with very carefully, as the penalties and/or liability can be substantial. We strongly recommend contacting a qualified professional for advice if you are faced with one of these situations.

A Primer on “Thinking of Shared Services?”

By: Jennifer Sheiffer, Pewaukee Village Administrator (May, 2002)

Today, the concept of “shared services” or “merged services” is being touted as a solution for curtailing costs especially related to the provision of local government services. We heard the Kettl Commission talk about this and we are hearing the Governor, the State Legislature and the Press talk about this. What seems to be missing from the discussion is conversation with professional managers and administrators that have actually been administering “shared services” or “merged services” within our communities for some time.

I would like to take an opportunity to present some observations from my actual experiences with “shared services”. I would like to do this because, I think, many of us are going to be exploring ways to potentially take advantage of this concept for our communities in the near future because of pending budget constraints but also because I view the concept of “shared services” as a tool that we have within our toolbox to accomplish our work of providing efficient, effective local government services, but, as with any tool, it comes with its own set of strengths and weaknesses, opportunities and constraints. I would like to speak of some things to think about as your community moves into or toward setting up “shared service(s)” if you have not already because while I would always advocate for evaluating the potential of shared services as a way to improve quality, efficiency and to control costs, shared services require on-going management to ensure success.

In my experience, I have been involved with “shared services” for both entire departments and for particular programs. There are many forms and variations of “shared services”. I have worked with shared services for Fire, Library, Parks, Recreation, Recycling, Building Inspection, Police Programs, EMS, and Sewer Services. The “shared services” have ranged from contracting with another municipality for a service to operating departments and/or facilities along with another community.

I have seen used one page agreements to formal ordinances to establish the parameters of “shared services” between parties. Under different circumstances, I have seen both work quite well. Regardless of how you document the relationship, I recommend you do document (through formal agreement upon, by the governing bodies involved) the relationship. Before you initiate that, you may want to consider the following:

A. **Organizational Cultures - Know Your Partner.** Will you work well together?

Don’t assume that any local government unit of government will be one you can partner with. Organizational cultures can vary greatly from one community to the next. Some communities are more sophisticated in their operations than others. Some communities believe in getting permits for their projects and some do not. Some follow State bidding laws, while others do not. Some have policies to guide procedures, purchasing, personnel, while others do not. Is customer service a part of the organizational culture? Take stock of these kinds of things and determine if compatible cultures exist to the extent that there is the potential for a successful venture.

B. **Build in Evaluation of the “Shared Service” Relationship**

I do feel it is worthwhile for the intended partners to agree or at least state the intended objectives of the partnership and document that for the future. It is important to the success of the venture to know the parties involved had certain concerns and objectives for getting into the shared services arrangement to begin with. Plan to formally re-visit the objectives of both sides. You may find objectives change over time.

Build into your agreement opportunity to re-visit the original cost sharing formulas, make-up of oversight boards, billing procedures, etc. after a period of time. This needs to be done to keep the relationship healthy. Things change over time and should be adjusted accordingly.

I have found especially as Board members, Council members, (and staff) come and go, the governing bodies lose sight of the original intent of the relationship. The problematic evolution I have experienced more than once, occurs when one of the partnering communities begins to view and treat the other partner as a never ending source of new revenue instead of where the relationship began which usually was with the concept of both partners realizing improved service or financial benefit from working together.

C. Partner Constraints

A true partnership involves considering a partners needs and circumstances as well as your own. If, for example, your community participates in the expenditure restraint program, and your intended partner community does not, it may be important to your community to address this up front. It could well be significant at budget time.

If you actually intend to share a department, does your community provide departments at budget time with budget change targets? How would a joint department be provided guidance? I have seen in house departments have to work under certain limitations while outside departments don't. (This can be especially problematic if it involves general annual employee compensation increases.) Conflict can result if the governing bodies involved are sending different philosophical messages to a joint department.

D. Plan on Potential Loss of Control.

Your organization will no longer have the same control over spending that it did prior to your involvement in a shared service relationship. Your organization might get into the shared service for cost efficiencies. Over time though, often your organization is required as part of the partnership to pay for things it would never have paid for on its own. Things may actually evolve to the point where you have come full circle and can provide the service on your own again for less than the partnership would cost.

How will you be accountable to your community in the shared service relationship for expenditures and revenues? How will unbudgeted expenditures be authorized? How will budget approvals be dealt with? What is the timing of your budget process compared to your partners? What level of detail does your community need for invoicing?

Does your community need to build in a process for dispute resolution? Generally, it is best to provide for problem resolution prior to actual problems developing.

E. Plan on Potential Loss of Quality Control.

What might be an acceptable service or product for one community, may not be for another. Consider addressing service level expectations or standards up front. How many times will the park restrooms be cleaned each week? How often will the grass in the park be mowed?

F. Who Owns What? Who Works for Who?

Consider insurance liability. If equipment is owned by multiple parties, who insures it? Double insuring can occur easily. Are personnel policies different for your partners employees than for your employees? If you have a specific question or concern, who is going to answer that question or concern? What is the supervisory chain if you are sharing employees?

G. Communication Can Get Tougher.

The more people involved, the more potential for communication breakdown, especially if some of those people don't view themselves as working for you. What reporting responsibilities will a department head have in a shared service relationship? If you ask the Building Inspector in a shared service situation to provide certain information for your budgeting process, will she/he respond to you if she/he is "on paper" an employee of another community?

Suddenly, you may find yourself responding to two governing bodies instead of one. How might this be handled?

Make sure non-elected oversight committees understand their role and are staffed properly to manage what is occurring so they don't go off on their own in a vacuum.

It is my experience that shared services can certainly work with thoughtful planning and on-going management.

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MEMBERS COMINGS AND GOINGS

Several new appointments have been announced around the State in the last several months. Congratulations go out to:

Paul Moderachi has been appointed Village Administrator of **Johnson Creek**.

Kathleen Frederickson has been appointed Village Administrator of **Pardeeville**.

Neal Soltis has been appointed Village Administrator of **Osceola**.

If we have missed any appointments since the last newsletter, we apologize. Be sure to let us know if any of your neighboring communities appoint a new manager/administrator so we can keep our records up to date.

Congratulations to Dr. Hintz

Steve Hintz former WCMA Secretariat has been elected Mayor of the City of Oshkosh. After serving for four years as a council member, the City Council elected Steve mayor on a 7-0 vote. The Oshkosh Northwestern Newspaper noted "he is the right choice for changing times".

Wisconsin Association of Municipal and County Assistant Managers Update

WAMCAM was created a year ago as a professional organization of Wisconsin Assistant Managers. Any assistant managers interested in joining WAMCAM can contact Todd Schmidt, Brown Deer Asst. Village Manager at 414-371-3050

ICMA Vice President

Paul Ziehler, City Administrative Officer for the City of West Allis is running for the ICMA Vice President position to represent the Midwest Region. The Executive Board endorses Paul for this position and asks the membership to vote for Paul when the ballots come out from ICMA next February (2003).