



EMPLOYEE BENEFIT HANDBOOK

DANE COUNTY
EMPLOYEE BENEFIT HANDBOOK
BUILDING & CONSTRUCTION TRADES COUNCIL OF SOUTH CENTRAL WI

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EMPLOYEE BENEFIT HANDBOOK

SUBJECT: INTRODUCTION

This Employee Benefit Handbook (hereinafter referred to as “Handbook”) sets forth the policies and procedures of Dane County, Wisconsin. The purposes of this Handbook are: (1) to provide management with the information necessary to fulfill its responsibilities to its employees; and (2) to provide for fairness and equity in the treatment of employees. This Handbook also informs employees about what the County may generally expect from them so as to guide employees in their professional duties and in fulfilling their responsibilities as public servants.

None of the statements or policies outlined in this Handbook are meant to create a contract of employment.

To the extent this handbook conflicts with specific language in applicable collective bargaining agreements covering certain personnel, the specific language of the collective bargaining agreement shall control over the language of this Handbook.

Employees in positions set forth in Section Three Wage Appendixes and defined as regular full-time or regular part-time (permanent) appointed according to the Civil Service procedure shall have all of the rights, benefits and responsibilities of this handbook. A regular full-time employee is one who is regularly scheduled to work forty (40) hours per week. A regular part-time employee is one who is regularly scheduled to work less than forty (40) hours per week.

In accordance with State and Federal law, the policies contained herein will not violate the rights of or discriminate against any employee(s) or prospective employee(s) who is or may be covered by them because of sex, sexual preference, marital status, creed, race, age, disability, physical appearance, national origin, political affiliation, religious affiliations or activities, or labor Employee Group affiliation, and the application and interpretation of the provision of this handbook shall be made subject hereto.

Joe Parisi
County Executive

Date



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SUBJECT: ALLIANT ENERGY CENTER COMMITTEE

Section 1:

- a. It was agreed that representatives of the County and Employee group would meet to address issues which may arise from time to time or to examine issues of common interest in an effort to maintain and improve the working relationship at the Alliant Energy Center (AEC). The County and Employee group have established this committee to review, study, develop, discuss and to make recommendations regarding how the working relationship may be improved for the benefit of both the AEC and its employees, including discussions regarding limiting the number of consecutive work days, other time-off issues, and the prospect of an Authority managing the AEC and the impact on employees covered in this employee group.
- b. Committee Establishment: A committee of four (4) members is hereby established for the purpose set forth herein. The County and the Employee Group shall appoint two (2) members of the committee. Employee members of the committee shall be in pay status and time served shall be considered as part of regular work shift.
- c. Meeting Notices: Meetings shall be scheduled at the request of either the County or the Employee Group but not more frequently than on a quarterly basis at mutually agreeable times. The length of a particular meeting will generally not exceed two (2) hours, unless it is agreed otherwise.



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SUBJECT: ALTERNATIVE SCHEDULING

Section 1:

- a. The County places great value on promoting a family friendly workplace and employees' professional growth and development. The County realizes that alternative work schedules provide flexibility to our employees and to the people we serve. The County encourages all managers to review employee requests for an alternative work schedule and to approve them when they are practical. Any employee requests for an alternative work schedule that are denied by the employee's department may be appealed by the employee or his/her representative to the Director of Administration.



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SUBJECT: BULLETIN BOARDS

Section 1:

- a. The county shall provide the following for the purposes of employee information dissemination by an Employee Group's Representative or interested stakeholder:
 1. Use of bulletin board space in convenient places in each work area;
 2. Reasonable use of the county electronic mail system, and;
 3. The posting of notices shall be by Employee Group Representatives stewards, or his/her designee, or an interested stakeholder.



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SUBJECT: BUS PASSES

Section 1:

- a. County employees, including Limited Term staff, are provided bus passes at no cost if there exists a grant fund. Should the grant funding end, the County shall implement a subsidy program. Employees shall contact rideshare@cityofmadison.com or call 266-7433 to obtain a bus pass.



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SUBJECT: CALL BACK/ON CALL PAY

Section 1:

- a. Call In. All County employees shall respond to a call to work outside of their regular schedule of hours by their department head or other designated by the department head. A minimum of two (2) hours shall be granted to any employee who is called to work outside of his/her regular schedule of hours or who reports to work as scheduled and is sent home. Only department heads or those designated by department heads shall have the authority to work more than the regular schedule of hours or direct other employees to work overtime.
- b. Employees who are called at home to perform work which requires that they utilize a computer shall be paid for actual time worked rounded to the next highest one-half hour.



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SUBJECT: COACHING NOTE

Dane County Coaching Note

(Performance Reasons - Non-disciplinary)

NAME OF EMPLOYEE:

EMPLOYEE WAS COACHED FOR:

_____ Date

_____ Supervisor Signature

To the Employee:

1. A copy of this note will be placed in your personnel file.
2. You have the right to review or authorize a representative or the employee group's representative to review your personnel file and to respond to items contained therein as provided by Wisconsin Statute 103.13.
3. Your signature below reflects only that you have received a copy of this document.
4. Coaching notes shall become invalid after one (1) year and will be removed after one year of the issue date.
5. Badger Prairie coaching notes can only be written, signed, delivered and discussed by management level supervisors.
6. Coaching notes are not grievable.

_____ Date

_____ Employee Signature

Cc: employee group's representative, if any, within twenty-four hours of being issued to employee



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SUBJECT: COMMERCIAL DRIVERS LICENSE

Section 1:

- a. Dane County employees who lose their required CDL will continue to be employed by the County at their current pay range for up to one (1) year following the employee's conviction of a crime for which the employee's CDL was revoked provided:
 1. The loss of the CDL is for non-work related causes; and
 2. The employee remains available for work
- b. This provision is limited to two (2) employees in the employee group at any one time. In the event all slots are filled the more senior employee shall receive the benefit of this provision.
- c. This provision may be accessed by an employee only one time in his/her career in the event of the loss of the CDL as a result of a non-work related drug or alcohol violation.
- d. Upon reinstatement of CDL, the employee shall, as soon as possible, be restored to the position previously held before the transfer due to loss of CDL.



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SUBJECT: DEATH IN IMMEDIATE FAMILY

Section 1:

- a. Permanent employees shall be allowed three (3) work days leave with pay in the event of the death of the following relations of the employee, his/her spouse or his/her Domestic Partner, which may be used on a non-consecutive basis within one year of the death of the qualifying relation: spouse, children, step-children, sponsored adult, foster children, siblings, step-siblings, parents, step-parents, foster parents, grandchildren, step-grandchildren, grandparents, step-grandparents, brother-in-law, sister-in-law, son-in-law and daughter-in-law. Such leave shall be prorated for part-time employees (i.e., half-time employees get three [3] half-days, etc.).
- b. In the event of the death of a member of the employee's family, other than those set forth in (a) above, the employee shall be entitled to one (1) working day leave with pay and such leave shall be charged against the compensatory leave time balance of the employee. In the absence of compensatory leave time, the leave may be charged to any other accrued paid leave time. Additional leave may be granted at the discretion of the Employee Relations Division and such leave shall be charged as provided herein.



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SUBJECT: DEFINITIONS

Section 1:

- a. Promotion - shall mean the permanent advancement of an employee from a position in the pay range to a position with a higher pay range.
- b. Transfer - shall mean the permanent lateral movement of an employee into a different classification within their current or another department, or into the same classification (all in the same pay range) but in another department.
- c. Demotion - shall mean the permanent movement of an employee from a position in a pay range to a position in a lower pay range.
- d. Trial Period - shall mean the eighty four (84) day period following the date of promotion, transfer or demotion wherein such employee shall be on a eighty four (84) day trial period. During which time the employee shall be entitled to return to the job (shift, location, rotation, work assignment and department) from which he/she came without prejudice against the employee if either the County or the employee so decides. Any deficiencies will be communicated in writing to the employee and their representative and the employee will be granted a reasonable opportunity, prior to return to their former position, to correct any deficiencies. In the event that the employee returns or is returned by the department, the reasons for the same will be communicated in writing. All written assessments and reasons for return shall not be maintained in the employee's personnel file. However, in the event that the demotion shall have been a demotion for just cause, the employee shall have no option to return to the previously held position. The department head may, with the employee's consent, certify satisfactory performance of such employee to the Employee Relations Manager at any time during trial period and in that event, the date of such certification shall change such employee's trial status to that of permanent appointment. For employees that are absent three or more days from their work week during a trial period, said trial period shall be extended by the length of such absence and the employee shall be notified of such by their supervisor.



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SUBJECT: DISABILITY INSURANCE

Section 1:

Disability Insurance.

- a. The County shall provide employees with Disability Insurance. No employee shall be eligible to participate in the disability plan during his/her first six (6) months of employment. Employees who enroll during an open enrollment will also have a six (6) month waiting period. For part-time employees all of the benefits shall be prorated based on the percent of time worked. For employees choosing to participate in the Disability Insurance Program, premiums shall be paid as follows (used sick hours refers to the prior year):

Sick Hours Used	Employee Share	County Share
0.0-- 32.0	0%	100%
32.1 -- 40.0	40%	60%
40.1 -- 48.0	60%	40%
48.1 -- 56.0	80%	20%
56.1 +	100%	0%

- b. Employees will be given the option of joining a Taxable Disability/Sick Leave Program or a Nontaxable Disability/Sick Leave Program. The ability to change options will be available to each employee in March or April of each year.
- Taxable Disability/Sick Leave Program
The employee will not be charged FICA expense, the premiums paid by the County will not be taxable and the benefits, which are sixty-five percent (65%) of salary, will be taxed to the extent of any payment of premiums by the County. If the employee pays the entire disability insurance premium, the benefit will not be taxed.
 - Nontaxable Disability/Sick Leave Program
The employee will be charged FICA expense (currently 7.65%) on any of the County paid premiums and the premium will be taxable income to the employee. By paying the FICA expense and income tax the employee will receive a tax-free benefit.
 - Wellness Program
Employees selecting Short Term Disability/Long Term Disability insurance will be granted sixteen (16) wellness hours in the pay period in which May premiums are withheld. Employees selecting only LTD insurance will be granted eight (8) wellness hours in the pay period in which May premiums are withheld. Employees who used forty-eight (48) or less hours of sick leave during the preceding payroll year will be granted eight (8) additional wellness hours during the following year. The employee may use the wellness hours with the approval of the employee's supervisor. When wellness hours are not used within the payroll year in which they are earned they may be carried over but must be used by the last day of the succeeding payroll year or they shall be lost. Employees pay the entire premium for disability insurance. Any disability insurance benefits paid to the employee will be tax-free.



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SUBJECT: DISCIPLINE, SUSPENSION AND DISCHARGE

Section 1:

- a. Employees shall not be disciplined, suspended or discharged without just cause. A suspension shall not exceed thirty (30) days. Written notice of the suspension, discipline or discharge and the reason or reasons for the action shall be sent to the employee with a copy to the Employee Group Representative, if any, within twenty-four (24) hours. A grievance that may result from such action shall be considered waived unless presented in writing within ten (10) days of the receipt of the notice by the employee. A grievance concerning a discharge may be started at Step 3 or, if the parties agree, may be started at the Impartial Hearing step. If the parties agree, or the Impartial hearing officer finds that such discipline, suspension or discharge was improper, such disposition of the matter may be made as appears proper.
- b. The County and the Employee Group agree that the principle of progressive discipline shall ordinarily be followed and shall ordinarily include an oral reprimand, written reprimand, suspension without pay, and discharge. The specific discipline imposed in any particular case will, however, depend on the facts.
- c. Upon request of the employee, documented discipline shall be reviewed one time each year, and upon mutual agreement of the County and the employee, may be removed from a personnel file.



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SUBJECT: DOMESTIC PARTNER

Section 1:

The following definitions pertain to the phrase “domestic partner”.

- a. Domestic Partner - shall mean two adults provided the adults sign an affidavit and file same in the office of the Employee Relations Manager indicating that:
 1. They are in a relationship of mutual support, caring and commitment; and
 2. They are not married (unless they are married to each other) or legally separated and, if either party has been a party to an action or proceeding for divorce or annulment, at least six (6) months have elapsed since the date of the judgment terminating the marriage; and
 3. Neither Domestic Partner is currently registered with a different Domestic Partner and, if either partner has previously been registered as a Domestic Partner in an alternative family, at least six (6) months have elapsed since the effective date of termination of that registration; and
 4. Both are eighteen (18) years of age or older; and
 5. Both are competent to contract; and
 6. They are occupying the same dwelling unit as a single, nonprofit housekeeping unit, whose relationship is of permanent and distinct domestic character and they share common cooking facilities; and
 7. They are not in a relationship that is merely temporary, social, political, commercial or economic in nature; and
 8. Both agree to notify the Employee Relations Manager of any change in the status of their alternative family relationship.
- b. Domestic Partner – shall mean those adults in a registered alternative family.
- c. Dependent – shall mean one who lives with a registered alternative family and is:
 1. A biological child of the Domestic Partner; or
 2. A dependent as defined under IRS regulations; or
 3. A ward of a Domestic Partner as determined in a guardianship proceeding; or



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4. A person adopted by a Domestic Partner.
- d. Mutual support – shall mean that the Domestic Partners contribute mutually to the maintenance and support of the alternative family throughout its existence.



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SUBJECT: DONATED LEAVE

Section 1:

- a. The Employee Group Representative shall receive notice of all donated leave decisions and will be copied on any written material provided to the Personnel and Finance Committee.



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SUBJECT: ELECTION OFFICIALS

Section 1:

Election Officials

- a) An employee appointed to serve as an election official is not required to work during the 24-hour period of an election day (12:00 a.m. to 11:59 p.m.) He or she may use personal time or county time under the following circumstances.
1. If the hours of work and the hours as an election official are concurrent:
 - a. The employee may use his or her vacation, holiday and earned leave time during the period of time he or she would have been scheduled to work and serves as an election official. In such case, the employee receives normal pay and in addition is allowed to retain any compensation received for serving as an election official, or
 - b. The employee may remain on the payroll and receive the difference between his or her regular salary and the amount received for serving as an election official.
 2. If the hours of work and the hours as an election official are partially concurrent:
 - a. The employee may use his or her vacation, holiday and earned leave during the period of time he or she would have been scheduled to work and serves as an election official. In such case, the employee receives normal pay and in addition is allowed to retain any compensation received for serving as an election official, or
 - b. The employee may remain on the payroll and receive the difference between his or her regular salary and the amount received for serving as an election official for the hours that are concurrent. The employee will retain any compensation received serving as an election official for hours not concurrent with work hours. The offset for election pay applies only to those hours that are concurrent.
 3. If the hours of work and the hours as an election official are not concurrent.
 - a. The employee may use his or her vacation, holiday and earned leave; the compensation received for serving as an election official does not affect the employee's compensation from the County, or
 - b. The employee may remain on the payroll; the compensation received for serving as an election official does not affect the employee's compensation from the County.
- b) An employee who serves as an election official shall provide the appointing authority with at least seven (7) days' notice of anticipated service as an election official.



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SUBJECT: EMPLOYEE GROUP REPRESENTATION AND WORK RELATED ASSOCIATIONS

Section 1:

Work Related Associations.

- a. It is the policy of Dane County to encourage employees to participate in work-related associations and activities. Reasonable time spent in the conduct of these activities with notice to the employee's supervisor shall not be deducted from the employee's pay.

Section 2:

Employee Group's Representatives.

- a. Employees selected by an Employee Group's Representatives to act as employee and group representatives shall be known as stewards. Employee Group's Representatives shall notify the County, from time to time of the names of stewards and the names of other officials who may represent employees on behalf of the Employee Group's Representative.
- b. Reasonable time spent in the conduct of Employee Group representational activity during the workday, including but not limited to the posting of notices, the investigation and processing of grievances and participation in discussions related to personnel relations shall not be deducted from the pay of the stewards or other officials. The number of employees who may receive pay under this provision shall continue as in the past while engaging in discussions with the County during scheduled duty hours.
- c. Second and Third Shift Workers:

Investigating/processing grievances & labor/management meetings. Employees who are scheduled to work second or third shift shall receive hour for hour compensatory time for time spent investigating and processing grievances on behalf of Employee Group members and participating in established labor/management meetings that are conducted outside of their scheduled work hours.

Section 3:

Meet and Confer.

- a. While engaging in the meet and confer process, employees whose scheduled duty hours include one (1) shift that either immediately precedes or follows a meet and confer meeting shall not be required to work that shift and the meeting shall be considered as their shift for the day. Employees whose scheduled duty hours include shifts that immediately precede and follow a meet and confer meeting shall only be required to work one of these shifts, which shall be selected at the employee's discretion, and the meeting shall be substituted for the other shift and shall be considered as their shift for that day. The term "immediate" as it is used in this provision, shall mean eight (8) hours or less before or after the meet and confer meeting. If such a meeting is cancelled more than forty-eight (48) hours before the scheduled start time, the affected employees shall work their normal schedule. It is an employee's responsibility to notify his/her supervisor of the scheduled meet and confer meetings and which work shift will not be worked. The maximum amount of pay an employee may receive under this provision shall not exceed the pay the employee would have received working his/her regularly scheduled hours.



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SUBJECT: EXISTING BENEFITS

Section 1:

- a. So long as the services of the Employee Group are continued by the County, the County shall continue existing benefits (including, but not limited to coffee breaks, car allowance and/or mileage payments), or other amenities not mentioned herein that are primarily related to wages, hours and conditions of employment, but established by practice with the knowledge and tacit consent of the County, for the life of this Handbook. Prior to effectuating any changes in the foregoing existing benefits and other amenities shall be that are primarily related to wages, hours and conditions of employment. Any proposed changes shall be subject to the process set forth in D.C.O. 18.24(3) and (4).



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SUBJECT: FLEXIBLE SPENDING ACCOUNT

Section 1:

- a. Grace Period: A grace period following the end of each plan year through March 15th of the new year will be provided to employees who use the flexible spending plan as allowed by law.



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SUBJECT: GRIEVANCE PROCESS

Section 1:

- a. Grievance. A grievance is defined to be a controversy between the Employer and any Employee or Group of Employees Groups as to:
1. A matter involving the interpretation or application of the Employee Benefits Handbook, or
 2. Any matter involving an alleged violation of the Employee Benefits Handbook in which an Employee or Group of Employees, or Employee Group's Representative maintain that any of their rights or privileges of an Employee or Group of Employees have been impaired in violation of the Employee Benefits Handbook.
 3. Any matter involving employee terminations, employee discipline or workplace safety as prescribed in Section 66.0509 Wis. Stats.
- b. Process. Grievances shall be processed in the following manner: (Time limits set forth shall be exclusive of Saturdays, Sundays and holidays.)
- c. Number of Representatives. The number of representatives attending the meeting(s) will be kept to the minimum necessary to adequately represent each party. The number of attendees will be discussed in advance with the goal of facilitating this paragraph and to keep the number attending from each party relatively equal.

Section 2:

In cases involving employee discipline, the Employee Group Representative or other individuals acting on behalf of an Employee Group will only receive notice and participate in the grievance process if authorized by the grieving employee.

- a. Step 1. An Employee or Group of Employees (hereinafter "the Aggrieved" or "Grievant"), Employee Group, and/or his/her representative authorized by the grievant, if any, shall take the grievance up orally with the employee's grievant's first line of supervision outside of the employee group within ten (10) days of their knowledge of the occurrence of the event. The Supervisor shall attempt to make a mutually satisfactory adjustment, and, in any event, shall be required to give an answer within ten (10) days to the grievant, if any, and his or her representative, if any, and, to the Employee Group's Representative, if allowed under this policy.
- b. Step 2. The grievance shall be considered settled in Step 1 unless within ten (10) days after the supervisor's answer is due, the grievance is reduced to writing and presented to the department head. The department head shall respond to the grievance in writing within ten (10) days to the grievant(s), if any, and to the grievant's representative, if any. A copy of the written grievance shall be provided to the Employee Group's Representative, if allowed under this policy. A grievance for discipline, suspension or discharge may be started at step 2.



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- c. Step 3. The grievance shall be considered settled in Step 2 unless within ten (10) days from the date of the department head's written answer or last date due the grievance is presented in writing to the County Executive or designee (Director of Administration or Chief of Staff of County Executive). The County Executive or designee shall respond in writing to the grievant(s), if any, to and the grievant's authorized representative, if any, and to the Steward, President, and Staff Representative of the Employee Group's Representative within ten (10) days, if allowed under this policy. Grievances involving the general interpretation, application, or compliance with the Employee Benefit Handbook may be initiated at step 3. A grievance concerning a discharge may be started at Step 3 or, if the parties agree, may be started at the Impartial Hearing step.
- d. Step 4. If a grievance is not settled at the third step, the employee and/or representative authorized by the employee, if any, or the Employee Group's Representative may appeal the matter to an impartial hearing as hereinafter provided.

Section 3:

Impartial Hearing.

- a. The grievance shall be considered settled in Step 3 above, unless within ten (10) days after the last response is received, or due, the dissatisfied party (either the grievant, representative authorized by the employee, or the County) shall request in writing to the other that the dispute to be submitted to an impartial hearing before an impartial hearing officer.
- b. A panel of Impartial Hearing Officers (IHO) has been established from which the IHO will be selected. The IHO shall, if possible, be mutually agreed upon by the parties to the grievance. If agreement on the IHO is not reached within ten (10) days after the date of the notice requesting an impartial hearing, then the IHO shall be selected by the parties within five (5) days from the panel using an alternate strike process or other agreeable means. Each party shall pay one half (1/2) of the cost of the impartial hearing.
- c. The IHO shall have the authority to determine issues concerning the interpretation and application of all Sections of the Employee Benefits Handbook and any matter concerning employee terminations, employee discipline or workplace safety. He/she shall have no authority to change any part of the Employee Benefits Handbook; however, he/she may make recommendations for changes when in his/her opinion such changes would add clarity or brevity which might avoid future disagreements.
- d. If the aggrieved party is proceeding without a representative, the Employee Group Representative shall be timely notified of the hearing and shall have a right to provide input in the hearing as allowed under this policy. The Employee Group Representative shall provide written notice to the aggrieved party and the County of its intent to participate in the impartial hearing within 10 days of receiving notice of the hearing. If the Employee Group participates, the IHO shall provide it with an opportunity to be heard and to otherwise participate in the hearing equal to that of the other parties.
- e. The IHO will conduct a hearing on the grievance in a manner that ensures that a record of proceedings is created and preserved. In grievances resulting from an employee discharge, the hearing will be scheduled within thirty (30) days of the notice of selection. The IHO shall have the authority to administer oaths, issue subpoenas at the request of the parties, and shall determine if a transcript of proceedings is necessary. The IHO may require the parties to submit documents and witness lists in advance of the hearing. The burden of proof at the hearing shall be the "preponderance of the evidence" standard. The IHO shall admit all testimony having reasonable probative



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value, but shall exclude immaterial, irrelevant or unduly repetitious testimony or evidence that is inadmissible under s. 901.05 of the Wisconsin statutes. The IHO shall give effect to the rules of privilege recognized by law. Basic principles of relevancy, materiality and probative force shall govern the proof of all questions of fact. Objections to evidentiary offers and offers of proof of evidence not admitted may be made and shall be noted in the record.

- f. The written determination of the IHO, in conformity with his/her jurisdiction, shall be implemented unless reversed upon appeal to the County Board as set forth below in subsection 3. The determination shall be rendered within thirty (30) days following the final day of hearings or receipt of briefs, whichever is later. In grievances resulting from an employee discharge, briefs will be due within thirty (30) days following the final day of hearings. Any brief not postmarked on or before the date set by the parties at the conclusion of the hearing as the date for submission of briefs shall not be considered or accepted by the IHO and shall be returned to the party submitting same with a letter of transmittal. The other party shall receive a copy of the letter of transmittal.
- g. The grieving employee(s), Employee Group Representative(s) and witnesses as allowed under this policy may be present at the impartial hearing without loss of regular wages if the hearing is scheduled during said employee's regularly scheduled hours of work. The number of representatives attending the meeting(s) will be kept to the minimum necessary to adequately represent each party. The number of attendees will be discussed in advance with the goal of facilitating this paragraph and to keep the number attending from each party relatively equal. Employees who are scheduled to work second or third shift shall receive hour for hour compensatory time for time spent in a hearing that is conducted outside of their scheduled work hours.

Section 4:

Appeal of Impartial Hearing Officer's (IHO) Decision

- a. The aggrieved party, his/her authorized representative, or the County may appeal the written decision of the IHO to the County Board ("the Board"), which may delegate authority to review same to the Personnel & Finance Committee. Notice of appeal must be made in writing within thirty (30) days after the receipt of the written determination. A copy of the notice of appeal must be furnished to the other parties, at the same time it is submitted to the Board.
- b. The County Board or, if delegated by the Board, the Personnel & Finance Committee, shall consider the full record of proceedings conducted before the IHO. The Board or Personnel & Finance Committee shall accept and consider a written brief of the appealing party that identifies the grounds for overturning or modifying the written determination of the IHO. The Board or Personnel & Finance Committee shall also provide the other party an opportunity to respond in writing to the appealing party's written brief. The Board or Personnel & Finance Committee shall permit the appealing party to file a written reply in support of its appeal to the written responses, if any, of another party.

The Board may, overturn the IHO's decision only upon determining that:

1. The decision was procured by corruption, fraud or undue means;
2. There was evident partiality or corruption on the part of the IHO;
3. The IHO was guilty of misconduct in refusing to postpone the hearing, upon sufficient cause shown, or in refusing to hear evidence pertinent and material to the controversy; or of any other misbehavior by which



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the rights of any party have been prejudiced; or

4. The IHO exceeded his or her powers, or so imperfectly executed them that a mutual, final and definite determination upon the subject matter submitted was not made.

The Board may modify or correct a monetary award included in the IHO's determination only if there is:

1. A material miscalculation of figures or material mistake in the description of any person, thing or property referred to in the award.

Section 5:

Time.

- a. The time limits set forth in the foregoing steps may be extended by mutual agreement in writing.



EMPLOYEE BENEFIT HANDBOOK

SUBJECT: HEALTH & DENTAL INSURANCE

Section 1:

- a. A group hospital, surgical, major medical and dental plan shall be available to employees. For group health insurance for 2019, the County shall pay up to seven hundred forty five dollars and fifty nine cents (\$745.59) per month for employees desiring the "single HMO plan" and up to one thousand seven hundred fifty two dollars and thirteen cents (\$1752.13) per month for employees desiring the "family HMO plan". If the health insurance premiums are raised, the dollar contribution caps cited herein shall be adjusted by the percentage equal to the increase in the premiums for the HMO plans.
- b. *For the Point of Service (POS) plan, employees shall pay twenty five percent (25%) of the difference of the single or family HMO and POS premiums through payroll deduction.* For 2019, the employee premium rates for the POS plan are \$19.44 for POS single coverage and \$45.69 for POS family coverage. Employees with a spouse on Medicare Plus will receive a payment not to exceed that paid by the County for family coverage.
- c. For group dental insurance for 2019 the County shall pay up to forty eight dollars and ninety four cents (\$48.94) per month for employees desiring the "single plan", and up to one hundred thirty eight dollars and two cents (\$138.02) per month for those desiring the "family plan."
- d. County Employees and their dependents selecting a health care provider offering Dane County both the Point of Service and HMO plans will be allowed one (1) thirty (30) day open enrollment period per year during which time an employee enrolled in the plan specified above can choose between that provider's POS or HMO. The County shall pay the costs for employees and dependents choosing other plans equal to the dollar amounts stated in (a).
- e. Employees on a leave of absence without pay, on layoff status, or who are retired and desirous of maintaining group insurance coverage shall make the required payments directly to the insurer, prior to the 10th of the month preceding month of coverage. Failure to make timely payments shall be grounds for termination from the group plan. The above requirement shall not apply to retired employees who are using accumulated sick leave to pay for insurance coverage under the Retirement Sick Leave Credit Conversion policy.
- f. For permanent employees working less than full time, the County shall pay the health and dental premium contributions as provided in (a) above on a pro rata basis. The County will, on a quarterly basis, average the number of hours worked in the preceding quarter, as compared to a full time employee. This percentage will be used in the subsequent quarter as the share of insurance premiums paid by the County and the share paid by the employee. The calculated percentage will remain in effect for the next three months, at which time a new calculation will be made, using the hours worked in that quarter. The average hours worked, compared to a full time employee will continue to be updated each quarter, based on the previous quarter's hours worked, and will be applied to the upcoming quarter's insurance premium. The proration calculation shall not be reduced below the full-time equivalent (FTE) level certified for the position. Permanent part time employees and job sharers who are currently receiving the full County health and dental premium contribution as of March 16, 1985 shall be grandfathered (i.e., continue to receive the full contribution until such time as the employee resigns, retires or assumes permanent full time employment).



EMPLOYEE BENEFIT HANDBOOK

SUBJECT: HOLIDAYS

Section 1:

a. The following are determined to be holidays:

1. January 1st
2. Martin Luther King Jr. Birthday (third Monday in January)
3. Memorial Day (last Monday in May)
4. July 4th
5. First Monday in September (Labor Day)
6. Fourth Thursday of November (Thanksgiving Day)
7. Day first following Thanksgiving Day
8. December 24
9. December 25
10. December 31
11. Thirty-two (32) additional hours with such hours or fraction thereof to be selected by the employee subject to advance department head approval.

b. Holidays on Days Off- whenever any of said holidays shall fall on Sunday, the succeeding Monday shall be the holiday. If said holidays fall on a Saturday, or on a regular scheduled day of work or a regularly scheduled day off, the employee affected shall be granted a compensatory day off with pay; such compensatory time off to be selected by the employee subject to approval of the department head.

c. Holiday Carry Over. When holiday credits are not used within the payroll year in which they are earned they may be carried over to succeeding payroll years.

d. Fixed Holidays Falling on Sundays –In the event that a fixed holiday falls on a Sunday, employees required to work on such Sunday shall receive time and one-half (1-1/2) pay for such hours worked.

e. Ten Hour Day Holidays. Employees working a schedule of four (4) ten (10) hour days shall receive holiday pay on the basis of ten (10) hour days when such named holiday falls on one of the scheduled ten (10) hour work days.

f. Probationary Period. Upon hire, all employees serving a probationary period of six (6) months or more may take their floating holiday credits in accordance with the County's holiday policies. After serving their initial six months of employment, such probationary employees may take accumulated vacation as well as receive salary step increases in accordance with the vacation policies.

Section 2:

a. Holidays Worked. In the event that an employee shall be required to work on a holiday, he/she shall receive time and one-half (1-1/2) in addition to holiday pay. Whenever an employee shall be required to work his/her full shift on any of the one-half (1/2) day holidays, the last one-half (1/2) of the shift or four (4) hours whichever is appropriate, shall be paid for at time and one-half (1-1/2) in addition to holiday; any reduction in hours of work on these days shall be subtracted from the last one-half (1/2) or time and one-half (1-1/2) portion of the work day.



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- b. Pyramiding Prohibited. Payment of overtime at a premium rate shall not be paid in addition to the premium rate paid for holiday work incurred during the same workweek. Where premium pay is claimed on more than one basis, the County agrees to pay that single premium rate which provides the greater dollar amount.



EMPLOYEE BENEFIT HANDBOOK

SUBJECT: HOURS OF WORK

Section 1:

Work Day and Workweek

- a. Eight (8) consecutive hours shall constitute a day's work.
- b. Five (5) eight (8) hour days during the period Monday through Saturday shall constitute a week's work.
- c. The weekly work schedule for employees assigned to the Alliant Energy Center will be posted by 1:00 p.m. on the Friday nine (9) days preceding the week for which the schedule is applicable.
- d. In the alternative, upon mutual agreement under such terms as the employee and County agree, an employee may work a weekly schedule of four (4) ten (10) hour days.
- e. Employees covered by this section shall be paid hourly for work performed ("work performed" means actual performance on the job) on Monday through Saturday during the following hours, as follows:
 - f. Between 6:00 a.m. and 6:00 p.m. - the hourly rate set forth in the Trades wage appendix hereof for the employee involved.
 - g. Between 6:00 p.m. and 12 midnight - the hourly rate set forth in the Trades wage appendix hereof for the employee involved plus sixty-five cents (\$.65) per hour.
 - h. Between 12 midnight and 6:00 a.m. - one and one-half (1-1/2) times the hourly rate set forth in the Trades wage appendix hereof for the employee involved, unless the position is assigned these hours as their standard work assignment.



EMPLOYEE BENEFIT HANDBOOK

SUBJECT: IDENTIFICATION AND ACCESS CARDS

- a. ID Cards: When staff have an ID card. There is no fee for initial issuance of an ID card or for damaged cards that are returned. Lost cards will be replaced at the owner's expense of \$5.00.
- b. Access Cards: There is no fee for initial issuance of an access card. Lost or stolen cards must be reported to the employee's supervisor within 24 hours. These cards will be immediately deactivated, and a replacement card will be issued to the employee at the owner's expense. The charge is \$10.00 for replacement of a lost access card. If an employee finds a lost card after receiving a replacement, they may retain the found card. In the event of another loss the original card can be put back into the system at no charge. If an access card is no longer functional, the replacement fee will be waived.



EMPLOYEE BENEFIT HANDBOOK

SUBJECT: INDEPENDENT CONSULTANT'S RECOMMENDATION PROCEDURE

Section 1:

- a. Introduction. During the process of adopting, amending or terminating provisions on this handbook pursuant to Dane County Ordinances 18.24 (3) and (4), in the event that the Division or the Interested Stakeholders engage the assistance of the independent consultant, pursuant to Dane County Ordinances 18.24 (3) (f), the following process shall be followed.
- b. Notification: Upon receipt of any draft resolution authorizing revision to this handbook, pursuant to Dane County Ordinances 18.24 (3) (e), any Interested Stakeholder must notify, in writing within ten (10) days, the Division of its intent to engage the independent consultant. Such notification shall also include the Stakeholder's draft resolution authorizing revision.
- c. Selection of Independent Consultant. The Division, in consultation with Interested Stakeholders, shall prepare a Request for Proposals (RFP) and follow normal procurement practices to select an Independent Consultant. The term of a contract for an Independent Consultant shall not exceed five (5) years. The role of the consultant shall be to assist, as needed, in recommending revisions to the handbook provisions. The Division shall allow employee group representatives to participate on the selection committee for the Independent Consultant. The Division and interested stakeholders shall consult to develop a model RFP and contract language as a future amendment to this handbook.
- d. Independent Consultant's Process and Hearing. The Independent Consultant will work with the Division and the interested stakeholder(s) to gather all pertinent information and to make initial and final recommendations concerning the matters at issue. Prior to any hearing, the Independent Consultant will collect final draft resolutions authorizing revision, which, once submitted, may not be amended except by permission of the independent consultant and the other party. Hearings shall follow a quasi-judicial format. Unless mutually agreed otherwise, there shall be a transcript of such a hearing. The hearing shall be held in the City-County Building if space can be made available, otherwise at another location to be agreed upon by the parties.
- e. Costs. The Division and the interested stakeholders shall share equally in the costs and expenses of the independent consultant's proceedings, including reporter's costs, transcript fees and the fees of the independent consultant. Either party may elect to use a tape recorder and in such event shall not be responsible for its proportionate share of reporter's fees unless a transcript is ordered by either party. Expenses for a party's witnesses and a party's attorney(s) shall be borne solely by the party.
- f. Final Recommendations of the Independent Consultant. The final recommendations of the independent consultant shall be limited to selecting the final resolution of one (1) of the parties on each individual issue before the independent consultant without modification, unless the parties and the independent consultant agree otherwise. In preparing recommendations, the independent consultant shall consider the standards normally or traditionally used in evaluating changes to wages, hours and conditions of employment. The recommendations of the independent consultant shall be presented to the Committee and the Board. The Committee and the Board shall vote on whether to incorporate, subject to section 18.24 (4)(g) Dane County Ordinance, the independent consultant's final recommendations, into the relevant portion of the Employee Benefits Handbook, together with all items upon which the independent consultant was not engaged.



EMPLOYEE BENEFIT HANDBOOK

SUBJECT: INSURANCE ADVISORY COMMITTEE

Section 1:

- a. There shall be an insurance advisory committee consisting of employee and management representatives to advise the parties on matters of insurance with one representative from each employee group with the exception of the 720 employee group, which shall have two (2) representatives.



EMPLOYEE BENEFIT HANDBOOK

SUBJECT: INTRA/INTER-DEPARTMENTAL REASSIGNMENTS/TRANSFERS

Section 1:

- a. All Transfers must be effective the first day of a pay period.

Section 2:

- a. Interdepartmental Transfers. Those employees wishing to transfer to another department within their same job classification shall file an application for such transfer with the Department of Administration, Division of Employee Relations designating which department(s) they wish to transfer to. Such transfer applicants shall then be added to the eligibles list provided to the appointing authority, and shall be given first consideration by the appointing authority for their possible transfer. (First consideration shall mean that an applicant will be interviewed in seniority order.) Such transfer applicants shall also not be required to submit to any examination to be certified for an interview. The Division of Employee Relations may consider interdepartmental transfers before implementing any other procedures. Employees who are not selected for transfer will, upon request of the employee or Employee Group, be given written explanation of the reasons therefore. A copy of such explanation shall be sent to the employee and Employee Group.



EMPLOYEE BENEFIT HANDBOOK

SUBJECT: JOB OPENING EXAMINATIONS AND INTERVIEWS

Section 1:

- a. Job Opening Examinations. Employees shall be permitted required time away from their job with pay for the purpose of taking County job opening examinations and interviews.



EMPLOYEE BENEFIT HANDBOOK

SUBJECT: JURY DUTY

Section 1:

- a. An employee serving on a jury shall remain on the payroll and receive the difference between his/her regular normal pay and the amount he/she receives for jury service, or he/she may elect to use accumulated vacation, holidays, and overtime credits or other earned leave which may be due him/her and in which case he/she shall receive his/her pay for jury service plus full pay. Employees whose scheduled hours of work include shifts that immediately precede and/or follow a day of jury duty shall only be required to work one (1) of these shifts, which shall be selected at the employee's discretion, and the jury duty day shall be substituted for the other shift and shall be considered as their shift for that day. The term immediate shall mean eight (8) hours or less before or after the jury duty day. If jury duty is canceled more than forty-eight (48) hours before the scheduled start time, the affected employees shall work their normal schedule. It is an employee's responsibility to notify his/her supervisor of the scheduled jury duty and which work shift will not be worked. The maximum amount of pay an employee may receive under this provision shall not exceed the pay the employee would have received working his/her regularly scheduled hours.



EMPLOYEE BENEFIT HANDBOOK

SUBJECT: LAYOFFS

Section 1:

- a. Lay-offs. The County shall have the right to reduce the number of jobs in any classification and/or department. The Employee Group Representative will be given 90 days prior notice before the County eliminates any position as proposed in the Executive Budget. A summary of position changes will be submitted to the President of the Employee Group, if any, following the introduction of the County Executive's proposed budget. The County will provide at least 30 days notice to the employee and the Employee Group Representative prior to eliminating any position outside of the Budget cycle with the reasons for the elimination stated in the notice. Employees whose jobs have been eliminated may bump the most junior employee in their classification provided they are qualified and can demonstrate their ability to do the junior employee's job. Employees who are without jobs as a result of a bump or a reduction in the number of positions, shall be laid off and placed on a reemployment list. Employees who do not choose to bump shall also be placed on the reemployment list.
- b. Reemployment List. The County shall maintain a reemployment list of such laid off employees. Such list shall be in the order of the employees' seniority at the time of the lay-off with the most senior being number one on the list. Such list shall also show the classification(s) for which employees are qualified. Employees on the reemployment list shall maintain seniority as provided in the Seniority policy and shall maintain recall rights for twenty four (24) months from date of lay-off.
- c. Recall From Lay-off. Employees shall be recalled from lay-off in accordance with their seniority to jobs for which they are qualified. Notice of recall shall be sent by the County to the laid-off employee's last known address and the laid-off employee shall be required to respond within five (5) days. Employees, who do not respond to such recall notices, shall be dropped from the list and all rights shall be lost. Failure to report for work or refusal of an offer of reemployment to a comparable position to the last job held shall result in the employee being dropped from the list and all rights shall be lost.
- d. Temporary Lay-off. The procedures set forth in Layoffs, Re-employment and Recall from Layoff Sections shall not apply to temporary lay-offs of less than twenty (20) consecutive calendar days.
- e. Reduction In Hours. The County may, at its option, in lieu of lay-off, reduce the weekly scheduled hours of all employees by class within a department, and such reduction shall not be considered a lay-off. If the County determines to reduce the weekly hours of fewer than all of the positions within the same classification within a department, those employees whose hours are reduced shall be the least senior in the classification affected or, at the County's option, the reduced hours may be rotated alternately between all employees in the class.
- f. Employee Group Seniority. Seniority for purposes of the job security provisions of Layoffs, Re-employment, Recall from Layoff, Temporary Layoff and Reduction in Hours Sections shall be computed from an employee's last date of employment in a position covered by this employee group. This shall be referred to as employee group seniority.



EMPLOYEE BENEFIT HANDBOOK

SUBJECT: LEAVE OF ABSENCE/MEDICAL LAYOFF/PAID PARENTAL LEAVE

Section 1:

- a. Leave without Pay. Upon the recommendation of the department head, Employee Relations Division may grant to an employee a leave of absence without pay for a period not to exceed six (6) months. Only when the County Board elects or appoints a County employee to fill the unexpired term of an elected official may the Personnel and Finance Committee grant a leave for a period in excess of six (6) months, but in no case shall a leave be granted beyond the length of the unexpired term. Such employee shall be entitled to return to the position he/she left before the end of the leave granted by first giving fourteen (14) days' notice of his/her intention to return to work. In making application for such leave of absence, the employee shall submit a written application stating the reason for the requested leave of absence. The leave when granted shall be in writing with the employee and the appropriate Employee Group's Representative each receiving a copy. The Employee Relations Division may request the employee to submit a doctor's statement if leave is requested for health reasons.
- b. Leave Appeal. In the event that a Department Head and/or the Employee Relations Division shall refuse to grant a leave of absence for an employee, such employee may be granted a leave of absence by the Personnel and Finance Committee.

Section 2:

Medical Leave of Absence Without Pay.

- a. Employees with a disability shall be entitled to a leave of absence without pay for a period not to exceed six (6) months, subject to the following provisions:
 1. The employee shall apply in writing for such leave to the County.
 2. The County may require the employee to submit a physician's report to further verify the extent of the disability.
 3. The County shall have the right to receive a satisfactory request from the employee to return to work and a satisfactory physician's statement of release for work from his/her physician before allowing the employee to return to work. If the physician's release is not satisfactory to the County, the County will direct the employee to a physician selected and paid for by the County for examination to determine if the employee is fit to return to his/her position. In the event that the employee shall be found fit to return to his/her position, the employee shall be returned to his/her position and made whole for any necessary travel expense from and to his/her home involved in his/her examination by the County's appointed physician or loss of earnings incurred as a result of being directed to the County's physician.

In the event that the County's physician does not find the employee fit to return to their position, and the employee's physician disagrees with the County's physician's finding, a third physician shall be mutually selected by the County and employee to make the final determination on the employee's fitness. The fees charged by the third physician in connection with that physician determining the fitness of the employee to return to their position shall be shared equally by the County and the employee.



EMPLOYEE BENEFIT HANDBOOK

b. In the event the employee is unable to return to work at the end of the aforementioned six months, the employee shall be placed in a layoff status for a period not to exceed an additional eighteen (18) months.

1. During the period of layoff, should the employee's physician approve, in writing, the employee's return to work, said employee may, on the basis of the general seniority and provided he/she has the ability to do the work, displace the most junior employee in any job classification equal to or lower in grade than his/her original position within the Employee Group.
2. An employee's general seniority shall be frozen thirty (30) days from the initial date of said disability leave.
3. During all such time an employee is on leave of absence or on layoff and unemployed, he/she shall have the option of being included in the group health insurance plans in force provided that he/she shall pay all premiums to the County prior to the tenth (10th) day of the month preceding the month of coverage. Failure to make timely payments to the County shall be grounds for termination of coverage from the group plans.

Section 3:

Paid Parental Leave.

- a. Paid parental leave shall be provided as detailed in the Administrative Practices Manual Policy.



EMPLOYEE BENEFIT HANDBOOK

SUBJECT: LIFE INSURANCE

Section 1:

- a. The County agrees that it will participate in a group life insurance plan on a share cost basis with said plan to be at least equal to the cost-benefit structure of the State Group Life Insurance plan in effect during 1977. Under this plan each employee has the option of participating. The amount of life insurance is fixed at \$1,000 for each \$1,000 or fraction thereof of annual income for each employee.



EMPLOYEE BENEFIT HANDBOOK

SUBJECT: LIMITED TERM EMPLOYEES

Section 1:

- a. Limited term employment is the employment of individuals for temporary part-time or full-time work to meet acute work load demands.
- b. Limited term employees do not earn tenure or Civil Service status, vacation, paid holidays, sick leave, merit increases, the right to compete in county promotional examinations, or other benefits normally given civil service employees. However, limited term employees (LTEs) are covered by Social Security, Worker's Compensation, Unemployment Compensation, and under certain circumstances, the Wisconsin Retirement System.

Section 2:

Wages

- a. The hourly rates of pay are listed in the wage schedules section.

Section 3:

- a. All employees hired by the County for a temporary period, i.e., for a season or limited period of time and not through the civil service procedure, to perform employee group work, shall be defined as Limited Term Employees (LTEs). The selection of LTEs shall be accomplished through the hiring hall of the craft Employee Groups involved from bench lists maintained by said Employee Groups.
- b. The County agrees that LTEs will be kept at the lowest number consistent with the County's needs and that LTEs will not be used to avoid the filling of positions through the civil service procedure.
- c. Limited Term Employees shall be limited to 1200 hours of continuous or regularly scheduled work in a payroll year. In keeping with the above intent the County shall not serialize or rotate Limited Term Employees into the same continuous work assignments (i.e., cannot rotate LTEs in or out of a job to provide a continuously filled position).
- d. Limited Term Employees shall be paid the Area Standard Wage Rate for the craft work involved as reported to the County from time to time by the Employee Group. The Area Standard Wage Rate is the combined total of wages and fringe benefit costs in the appropriate Standard Area Agreement for the craft work involved. The hourly rate of pay and the hourly fringe benefit costs combined will be paid to the craft worker on the paycheck. LTEs shall not receive fringe benefits as provided to regular employees covered by this employee group.



EMPLOYEE BENEFIT HANDBOOK

SUBJECT: LONGEVITY

Section 1:

Longevity. All regular full-time and regular part-time employees shall earn longevity credits as follows:

- a. All regular employees covered by the terms of this policy shall receive one-half ($\frac{1}{2}$) a longevity credit for each bi-weekly pay period in which they receive compensation.
- b. Longevity pay shall be included in each employee's regular bi-weekly pay and shall have the effect of increasing the employee's basic pay as hereinafter indicated.
- c. Employees who are on military leave and who return to employment as provided in this policy or by law shall continue to earn longevity credits while on such leave.
- d. Employees on leave of absence without pay or on lay-off shall not earn longevity credits. However, should any such employee return with seniority rights previously established all longevity credits previously earned shall be used in computing his/her longevity. Longevity and seniority are not synonymous for the purpose of this policy.
- e. Each employee's rate of pay shall be increased as provided above in the following amounts:
 1. Three percent (3%) to start as of the first (1st) of the pay period after the employee has earned fifty-two (52) longevity credits (after approximately four [4] years).
 2. An additional three percent (3%), (total 6%), to start on the first full pay period after employee has earned one hundred seventeen (117) longevity credits (after approximately nine [9] years).
 3. An additional three percent (3%), (total 9%), to start on the first full pay period after employee has earned one hundred sixty-nine (169) longevity credits (after approximately thirteen [13] years).
 4. An additional three percent (3%), (total 12%), to start on the first full pay period after employee has earned two hundred twenty-one (221) longevity credits (after approximately seventeen [17] years).



EMPLOYEE BENEFIT HANDBOOK

SUBJECT: MANAGEMENT RIGHTS

Section 1:

Management Rights:

- a. The County shall operate and manage its affairs in all respects in accordance with its responsibility and powers or authority which the County has not officially abridged, delegated, or modified by this Handbook and such powers or authority are retained by the County. These management rights include, but are not limited to the following:
The rights to plan, direct and control the operation of the work force, determine the size and composition of the work force, to hire, to lay-off, to discipline or discharge for just cause, to establish and enforce reasonable rules of conduct, to introduce new or improved methods of operation, to contract out work, to determine and uniformly enforce minimum standards of performance, all of which shall be in compliance with and subject to the provisions of this Handbook.



EMPLOYEE BENEFIT HANDBOOK

SUBJECT: MILEAGE REIMBURSEMENT AND PARKING COSTS

Section 1:

- a. Mileage Reimbursement. Employees will be reimbursed at the IRS rate (said reimbursement rate to be adjusted when it is periodically changed by the IRS) or at such higher amount as authorized by the Dane County Board of Supervisors for use of their personal vehicles while performing the County's business.

Section 2:

- a. Parking Costs. Employees will be reimbursed for parking costs incurred while performing the County's business. Both hourly meter fees and costs incurred at City/private lots, with receipts, are eligible for reimbursement. Parking tickets/fines received by employees are not eligible for reimbursement. Receipts for parking fees must be attached to employees' mileage sheet listing the amount requested for reimbursement on the same date/mileage line for the trip in which the parking cost was incurred. Where a County parking pass or parking validation is available, employees should use those prior to incurring parking fees.



EMPLOYEE BENEFIT HANDBOOK

SUBJECT: MILITARY LEAVE

Section 1:

Military Leave of Absence.

- a. A leave of absence shall be automatically granted to employees who are drafted, called to active duty or enlist in the United States Armed Forces. All such employees shall be entitled to reemployment as specified in 38 USC § 4312 and Wis. Stats. ss. 321.64 and 321.65.
- b. Effective June 1, 2015, if the wages paid by the armed forces of the United States to any employee who is ordered to active duty for any period of service described in 38 USC § 4312(c)(1)-(4), is less than the salary paid by the County to said employee, the County shall reimburse the employee the difference between the wages paid by the armed forces and the salary paid by the County.
- c. Upon the written request of any employee ordered to active duty for any period of service described in 38 USC § 4312(c)(1)-(4), the County shall continue to pay health, dental, and life insurance premiums on behalf of any employee, at the rate which would be in effect for the employee had he or she not been ordered to active duty.
- d. Effective January 1, 2003, the County shall annually provide up to 30 days paid military leave to all employees. Paid military leave may be requested for periods of active duty (including training) under Title 10 or Title 32, United States Code, or for state active duty performed at the request of the Governor. The employee must provide proof of performance of said duty, such as a leave and earnings statement, and said duty must be a minimum of three consecutive days in length.



EMPLOYEE BENEFIT HANDBOOK

SUBJECT: OPEN COMMUNICATION

Section 1:

- a. At Dane County, we believe that communication is at the heart of good employee relations. Employees should share their concerns, seek information, provide input, and resolve work-related issues by discussing them with their supervisors until they are fully resolved. It may not be possible to achieve the results an employee wants, but the supervisor needs to attempt to explain in each case why a certain course of action is preferred. If an issue cannot be resolved at this level, the employee is welcome to discuss the issue with the manager of his/her department. The supervisor should set up a time for both of them to meet with the manager. If the employee's concern cannot be resolved with the manager, the employee may discuss it with the Department of Administration. The manager shall schedule that meeting for the employee.
- b. Regardless of the situation, employees should be able to openly discuss any work-related problems and concerns without fear of retaliation. Managers and supervisors are expected to listen to employee concerns, encourage their input, and seek resolution to the issues and concerns. Often this will require setting a meeting in the near future. Managers and/or supervisors are to set these meetings as quickly as possible, and employees are expected to understand that issues and concerns may not always be addressed at the moment they arise. Discussing these issues and concerns with management will help to find a mutually acceptable solution for nearly every situation.
- c. If an employee has a concern about discrimination and/or harassment, Dane County has special procedures to report and address those issues. The proper reporting procedures are set forth in the organization's Harassment Policy.



EMPLOYEE BENEFIT HANDBOOK

SUBJECT: OVERTIME AND COMPENSATION

Section 1:

Computation of Time Worked.

- a. For the purpose of computing overtime on a weekly or daily basis, any time for which an employee received pay shall be counted as time worked.

Section 2:

- a. Overtime. The rate for time worked in excess of eight (8) hours on any work day or forty (40) hours during any work week shall be at one and one-half (1-1/2) times the hourly base rate of pay set forth in the overtime and compensation policy hereof for the employee involved.
- b. The rate of pay for work performed on Sundays and/or Holidays as such shall be one and one-half (1-1/2) times the hourly rate of pay set forth in the wage schedule hereof for the employee involved.
- c. The rate for time worked in excess of fourteen (14) consecutive hours shall be at two (2) times the hourly base rate of pay set forth in the wage schedule hereof for the employee involved.

Section 3:

Alliant Energy Center

- a. Employees assigned to the Alliant Energy Center will be allowed to earn and use compensatory time according to the following provisions:
 1. Employees who work overtime may upon mutual agreement between the employee and department head, receive compensatory time off for such work in lieu of cash payment.
 2. Compensatory time off shall accrue at the rate of one and one-half (1-1/2) hours for each overtime hour worked up to a maximum of 24 hours, payable as 36 hours of compensatory time.
 3. No compensatory time may be accumulated during the last two (2) pay periods of each contract year.
 4. Use of compensatory time shall be by mutual agreement between supervisor and employee.
 5. On the last pay period of the payroll year all compensatory leave accrued remaining which was not taken as compensatory leave shall be paid out in cash.

Section 4:

Facilities Management at CCB

- a. Employees assigned to Facilities Management at the City-County Building:
 1. Employees who work overtime may upon mutual agreement between the employee and department head, receive compensatory time off for such work in lieu of cash payment.
 2. Compensatory time off shall accrue at the rate of one and one-half (1-1/2) hours for each overtime hour



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- worked up to a maximum of sixty (60) hours, payable as ninety (90) hours of compensatory time.
3. No compensatory time may be accumulated during the last two (2) pay periods of each contract year.
 4. Use of compensatory time shall be by mutual agreement between supervisor and employee.
 5. On the last pay period of the payroll year all compensatory leave accrued remaining which was not taken as compensatory leave shall be paid out in cash.

Section 5:

Airport Compensatory Time

a. Employees assigned at the Airport:

1. Employees who work overtime may upon mutual agreement between the employee and department head, receive compensatory time off for such work in lieu of cash payment.
2. Compensatory time off shall accrue at the rate of one and one-half (1-1/2) hours for each overtime hour worked up to a maximum of sixty (60) hours, payable as ninety (90) hours of compensatory time.
3. When the annual compensatory cap is reached, employees may use compensatory time, and may also, upon mutual agreement between the employee and department head, continue to receive compensatory time off for overtime work, up to the maximum cap of sixty (60) hours, payable as ninety (90) hours.
4. No compensatory time may be accumulated during the last two (2) pay periods of each year, except that compensatory time may be accumulated on all holidays occurring in December as identified in the Holiday policy which may be carried over into the following year.
5. On the last pay period of the payroll year all compensatory leave accrued remaining which is not taken as compensatory leave shall be paid out in cash, except that at the employee's discretion, employees may carry over up to seventy-five (75) compensatory hours (50 hours payable as 75).



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SUBJECT: PARKING

Section 1:

- a. Employees shall be provided parking space in the County Parking Ramp, Monday through Friday, for a monthly fee equal to twenty-three dollars (\$23.00) per month. The space provided shall be a block of space, preferably on the lowest level (floor one), which shall be reserved for County employees during the regular workday hours Monday through Friday. Employees reporting to work at the City-County Building shall have preference over all others in the event of a space shortage and such employees will receive preference by order of seniority.



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SUBJECT: PROBATIONARY PERIODS

Section 1:

- a. All employees serving a probationary period of more than six (6) months may, after serving their initial six months of employment, take accumulated vacation or floating holiday credits as well as received salary step increases in accordance with the vacation and holiday policies.

Section 2:

- a. All employees shall be on probation for the first six (6) months of employment. For each probationary week in which such probationary employee works less than one-half (1/2) of his/her regularly scheduled hours of work there shall be added seven (7) calendar days to the probationary period and the employee shall be notified of such by their manager. Any employee who has not received written notice of termination prior to the completion of his/her probationary period shall be considered to have completed his/her probationary period. Probationary employees shall have all of the rights provided by this Agreement except the right to grieve any disciplinary action including release from employment. Probationary employees shall normally receive six and one-half (6-1/2) longevity credits while on probation.



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SUBJECT: RECRUITMENT

Section 1:

- a. Recruitment Procedure. Except as otherwise specified in this Handbook, the County retains all rights to determine whether and in what manner to fill a vacant position.
- b. Recruitment Posting. When the County determines that a job vacancy is to be filled through competitive recruitment, notice that applications are being accepted shall be mailed by the County to the Employee Group. Such notices shall indicate classification title, the salary, the minimum qualifications required of applicants, the current location (including department) of any existing vacancies, final dates and time for acceptance of applications, and any other relevant information designed to assist potential or actual applicants. The Employee Group shall receive written notice of all postings.

Section 2:

Filling Positions.

- a. Temporary Assignment. The County may fill a vacant position or job on a temporary basis pending consummation of the procedures relating to a permanent filling of such position.
- b. Hiring, Transfer, Promotion or Voluntary Demotion. The County, at its option, may choose to restrict recruitment for a position to County Civil Service employees or to open recruitment to all eligible applicants (open recruitment).
- c. Interdepartmental Transfers. Those employees wishing to transfer to another department within their same job classification shall file an application for such transfer with the Department of Administration, Division of Employee Relations designating which department(s) they wish to transfer to. Such transfer applicants shall then be added to the eligibles list provided to the appointing authority, and shall be given first consideration by the appointing authority for their possible transfer. (First consideration shall mean that an applicant will be interviewed in seniority order.) Such transfer applicants shall also not be required to submit to any examination to be certified for an interview. The Division of Employee Relations may consider interdepartmental transfers before implementing any other procedures. Employees who are not selected for transfer will, upon request of the employee or Employee Group, be given written explanation of the reasons therefore. A copy of such explanation shall be sent to the employee and Employee Group.
- d. Apprentices. Hiring of apprentices shall be accomplished through cooperative efforts and by mutual agreement between the County and the Employee Group.
- e. The hiring process may include references and a background check.

Section 3:

Provisional Appointments.

- a. Recruitment for Positions Occupied By Employees on Leave. In the event that an employee shall have secured a



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leave of absence for more than sixty (60) days or in the event that an employee shall have been absent because of illness or injury for more than thirty (30) days and it can be reasonably expected that such employee will not return to work for an additional thirty (30) days, the position of the absent employee may be posted and filled on a provisional basis.

- b. Filling Positions Occupied By Employees On Leave. Employees filling such positions on a provisional basis shall be treated as other original hires, promotions, transfers, or voluntary demotions except, in the event that the employee on leave returns to his/her position, the provisional appointee shall be terminated and placed on the reemployment list as described in Layoff policy.
- c. Permanent Filling Of Positions Occupied By Employee On Leave. If the employee on leave does not return to his/her position, the provisional employee will receive permanent appointment to such position after the probationary period has been satisfactorily completed.



EMPLOYEE BENEFIT HANDBOOK

SUBJECT: RETIREMENT SICK LEAVE CREDIT CONVERSION/POST RETIREMENT MEDICAL REIMBURSEMENT PLAN

Section 1:

- a. At the discretion of their supervisor retiring employees may be permitted to remain in paid status by using accrued vacation and other paid time (excluding sick leave) until such time is exhausted. Such time shall be used prior to the date of retirement. If the retiring employee's supervisor refuses such a request, the decision may be appealed to the Director of Administration who shall decide the matter and whose decision shall be final.

Section 2:

Accrued Sick Leave Credit Conversion

- a. Sick Leave Conversion. Any employee covered by this policy who either:

1. dies while a County employee, or
2. retires from County service and, within sixty (60) days of his/her last day paid, applies for a retirement annuity from the Wisconsin Retirement Fund and/or Social Security, shall have his/her hours of sick leave credit, not to exceed one thousand seven hundred forty (1740) hours as of his/her date of retirement or death, converted to a monetary value (referred to herein as his/her "sick leave conversion") equal to the product of his/her hours of sick leave credit, but not to exceed one thousand seven hundred forty (1,740) hours, multiplied by his/her normal hourly rate of pay or the Conversion Rate (as further defined below) in effect as of his/her date of retirement or death.

The Department of Administration will determine the average hourly rate of filled management employees, the "Average Manager Hourly Rate" for each payroll year. The "Conversion Rate" for an employee will be the greater of their current normal hourly rate or the Average Manager Hourly Rate.

Such conversion shall be made as of the date (referred to herein as the "conversion date") of such employee's retirement or death. Notwithstanding the foregoing, a retiree described in this section may elect, prior to his/her conversion date, to delay such conversion to a later date within the ten (10)-year period following his/her retirement date.

Within a reasonable period after becoming covered by this policy, an employee shall complete and file a beneficiary designation form with the County, on which he/she shall designate the person(s) who shall receive any sick leave conversion balance remaining after the date of his/her death. The final payroll check will be made payable to the retiree's estate, and will be accompanied by the Beneficiary Form for proper distribution.

- b. Utilization of Sick Leave Conversion.

1. Death. The sick leave conversion of any deceased employee described in (a) (1) shall be paid, to the deceased employee's estate, within sixty (60) days after notification of designated payee after the date of his/her death.



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Section 3:

Post-Retirement Leave Conversion Medical Reimbursement Plan

a. Purpose:

Dane County has adopted a Post-Retirement Leave Conversion Medical Reimbursement Plan (hereinafter, "Medical Plan") and a Governmental 401(a) Special Pay Plan (hereinafter, "Retirement Plan") (together called the "Plans") to allow retiring employees to convert accumulated leave into a supplemental retirement benefit on a mandatory basis.

b. General

The Plans are intended to allow some flexibility in the conversion of the unused accumulated leave. Dane County will apply a formula, set forth in section d below, to convert a retiring employee's unused accumulated leave (hereinafter, "Benefit"). The benefit will be paid to the retiring employee through a supplemental benefit plan.

It is the County's intention that, to the extent permitted by law, the benefits provided by the plan not be subject to FICA taxes. In addition, to the extent permitted by law, these benefits are to be tax deferred for both federal and State income tax until the retiree withdraws them from the plan. However, the County makes no warranties or representations regarding the tax treatment of any contribution made or amount received under the Plan. Employees should consult their own tax advisor to determine how to treat the supplemental benefits provided by the Plan.

Under the Plans, employees will continue to be allowed to defer their enrollment in the County's health and dental plans for a period of up to ten years after their retirement, provided that they were participating in the health and/or dental plans at their retirement.

c. Eligibility

The conversion of unused leave is automatic and mandatory upon retirement and all retiring employees with unused accumulated leave on the date of their retirement will participate in the Plan.

To "retire" and be eligible for this Plan, an employee must have reached or will reach age fifty-five (55), or age 50 for protective service employees, or older, during the calendar year of retirement, must retire from employment with the County, and be eligible for retirement benefits from the Wisconsin Retirement System (re-hired annuitants are not eligible to retire again from the County).

d. Calculation of Benefit

1. Sick Leave: An employee who retires with Dane County shall receive a Benefit for the number of hours of unused accumulated sick leave held by the retiring employee on his or her date of retirement, based on the following formula: Total hours of accumulated sick leave to a maximum of 1740 x regular hourly rate of pay or Conversion rate at time of retirement.
2. Vacation: Total hours of earned vacation leave x regular rate of pay including longevity pay at time of retirement.
3. Sabbatical/vacation bank: Total hours in the employee's sabbatical/vacation bank x regular rate of pay



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including longevity pay at time of retirement.

4. Holiday pay: Total hours of holiday pay x regular rate of pay including longevity pay at time of retirement.

e. Payment of Benefits:

1. Dane County, no later than fifteen (15) days after the retirement of an employee, shall make a contribution equal to 100% of the amount calculated under d.2 and d.4 to the 401(a) Retirement Plan Trust and/or 457(f) qualified deferred compensation plan in the amount of the Benefit, which shall be paid to the retiring employee according to the terms of the selected plan. Plan selection shall be based upon the age of the participant and the amount of the contribution in an effort to maximize participant tax savings without subjecting plan participants to IRS premature withdrawal penalties if applicable.
2. Election of Form of Benefit: Within thirty (30) days of receiving written notice of an employee's retirement, Dane County shall elect the form in which the retiring employee will receive the benefit under d.1 and d.3. The County's election of the form of benefit will be based on an interview with the retiree to collect information regarding the retiree's financial needs and/or retiree access to health care. The interview will be conducted by representatives of the Plan provider. At the option of the retiree, he or she may be accompanied by an Employee Group Representative, or a representative of their choosing. The County and/or Plan provider shall notify retiring employees of their right to have a representative present. The Benefit can only be paid to the retiring employee in one of the forms set forth in paragraph 5.3. Dane County will notify the retiring employee in writing (within the thirty (30) day time period identified above) of the election made by Dane County.
3. Form of Payment: Retiring employees who are eligible to receive a benefit under d.1 and d.3 will be paid the Benefit in one of the following forms, pursuant to the election made in paragraph e.2:
 - a. Dane County shall make an annual contribution to the PRIME Trust, or the Medical Plan Trust (selected by the parties) for the benefit of the employee to pay for health, dental, and other insurance premiums and un-reimbursed medical expenses specified under Internal Revenue Code Section 213. The annual contribution will be equal to 135% of the annual cost of health and dental insurance premiums for County sponsored insurance for the retiree and dependent(s), if any. If the retiree chooses a non-County sponsored plan, the annual contribution will be equal to 135% of the annual cost of the health and dental insurance premiums for the retiree and dependent(s), if any, plus the amount of the plan deductible up to \$5,000 per person (\$10,000 maximum), annually. If the retiree's health and/or dental insurance premium cost increases during the calendar year, the retiree shall notify the County and the County will make a supplemental contribution equal to 100% of the additional premium amount for that calendar year. The annual contributions will continue until the benefit amount calculated in d.1 and d.3 is exhausted by the retiree or their qualified dependent beneficiaries. If the retiree participates in outside insurance, it is the responsibility of the retiree to notify the County and provide documentation of any premium change including annual increases.

The County shall notify the Plan Administrator about any premium changes no later than October 1 prior to the effective date of the premium increase. The Plan Administrator shall notify all retirees about specifics of the premium changes, if any, no later than October 31 prior to the effective date of any increase. Retirees must notify the County of any change in the plan(s) that they will enroll in by November 15 of the preceding year. If the County does not receive such notification, the annual



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contribution amount shall be based upon the plan(s) that they are currently in.

For retirees who defer their participation in the County's health and or dental insurance plans, contributions will commence once the retiree begins participation in the County's health and or dental plans. If a retiree initially defers participation in the County's health and or dental plan, and during the deferral period, determines to never participate in the County's health and or dental plans, then the County will begin making an annual contribution equal to 135% of the family HMO health plan and the family dental plan. Such contributions will commence upon notice by the retiree to decline coverage or at the end of 10 years following retirement, whichever comes first.

An annual contribution of 35% of the cost of the Single (HMO) premium shall be made for retirees who choose to defer their participation in the County's health and/or dental insurance plans.

If the retiree dies before the balance is exhausted and has no surviving spouse or dependents, the County will make a payment of the remaining balance to the retiree's estate. This distribution will be subject to income tax.

- b. Dane County shall make a contribution equal to 100% of the amount calculated in d.1 and d.3 to the Retirement Plan Trust and/or 457(f) qualified deferred compensation plan (selected at Dane County's discretion) in the amount of the Benefit, which shall be paid to the retiring employee according to the terms of the selected plan. Said contribution shall be made no later than twenty-one (21) days following the date on which an employee retires.

f. Plan Administrator

Dane County is hereby designated as the Plan Administrator. The Plan Administrator shall have the authority to control and manage the operation and administration of the Plan, including the authority to make and enforce reasonable rules or regulations for the efficient administration of the Plan. The Plan Administrator shall give reasonable notice of the availability and terms of the Plan to employees and shall keep accurate records of all benefits paid under the Plan.

g. Miscellaneous

This Plan shall be constructed and enforced according to the laws of the State of Wisconsin, where Dane County is located.

This document is descriptive only, and is subject in all regard to the documents establishing the Medical Plan and the Retirement Plan.

If this program becomes unavailable for any reason or if the terms of the program change in a way that may result in additional costs to the employee or to the County, the Employee Group's Representatives and the County will meet to discuss the provisions of this policy as set forth in the procedures outlined in the Dane County Civil Service Ordinance Section 18.32.



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Section 4:

Retired and Employees with a disability Health Insurance.

- a. Employees who retire prior to age 65 but not before age 55 or who become totally disabled and by retirement or disability are eligible for at least the minimum Wisconsin Retirement Fund and/or Social Security retirement or disability benefits and who have exhausted their sick leave credits, shall be allowed to participate in the County's group hospital, surgical, major medical and dental insurance plans until they die or become eligible for Medicare Plus coverage, but provided that the retired employee shall pay all premiums or contributions directly to the Insurer prior to the 10th day of the month preceding the month of coverage. Failure to make timely payments by a retired employee to the Insurer shall be grounds for termination of coverage of that retired employee.



EMPLOYEE BENEFIT HANDBOOK

SUBJECT: SAFETY AND WORKING CONDITIONS

Section 1:

Safety and Working Conditions Study Committee.

- a. There shall be a countywide Safety and Working Conditions Study Committee with one (1) person elected or appointed by each Employee Group's Representative and an equal number of managerial/unrepresented representatives selected by the County. The Committee shall meet as frequently as is necessary but at least quarterly. It shall consider all matters of safety, hazardous or other unusual working conditions that come to its attention. It shall make such recommendations concerning such matters as seem appropriate to the County Personnel and Finance Committee and to the Employee Group's Representatives.



EMPLOYEE BENEFIT HANDBOOK

SUBJECT: SALARY

Section 1:

- a. Pay Day. Pay days shall be Fridays of alternate weeks. Should a holiday fall on a Friday, the pay day shall be the day preceding the holiday(s).
- b. Salary Deductions. When it is necessary to make a deduction from salary or wages for time away from work, such deduction shall be equal to the number of hours missed, multiplied by the hourly rate as shown in wage schedules.



EMPLOYEE BENEFIT HANDBOOK

SUBJECT: SENIORITY

Section 1:

- a. Determination of Seniority Order: Should more than one employee be hired on the same date, the order of seniority shall be determined by the last four digits of their Social Security numbers, with the employee with the highest number considered most senior.
- b. Seniority/Application. Seniority for purposes of application in this Handbook shall be computed from date of hire with the County. Only severance of employment or appointment to a supervisory or managerial position shall terminate seniority under this policy.
- c. The County shall furnish an up to date master seniority list by February 1 of each year to the President and Staff Representative or Business Agent of the Employee Group's Representative, if any.

Section 2:

Seniority.

- a. While on probation, employees shall not acquire or accumulate seniority. Upon completion of probation, employees shall receive seniority credits retroactive to date of employment.
- b. Seniority shall be computed from date of hire with the County, except in the event of layoff, reemployment list, recall from layoff, temporary layoff or reduction in hours, seniority shall be computed from an employee's last date of employment in the position covered in this wage schedule.
- c. Employees seniority shall be terminated and lost when:
 1. The employee quits or is discharged for just cause,
 2. The employee fails to return to work upon expiration of a leave of absence; within ninety (90) days after a military tour of duty (as provided by law); or fails to respond to a recall from lay-off in accordance with the Layoff policy.



EMPLOYEE BENEFIT HANDBOOK

SUBJECT: SEPARATION FROM COUNTY SERVICE

Section 1:

Separation from County Service Benefits.

- a. On the regular payday after the effective date of the discharge, layoff, resignation, retirement, or death, an employee shall be paid the regular salary, vacation, holiday and overtime accumulated through such date of discharge, layoff, resignation, retirement or death.

Section 2:

- a. Employees who retire prior to age 65 but not before age 55 or who become totally disabled and by retirement or disability are eligible for at least the minimum Wisconsin Retirement Fund and/or Social Security retirement or disability benefits and who have exhausted their sick leave credits, shall be allowed to participate in the County's group hospital, surgical, major medical and dental insurance plans until they die or become eligible for Medicare Plus coverage, but provided that the retired employee shall pay all premiums or contributions directly to the Insurer prior to the 10th day of the month preceding the month of coverage. Failure to make timely payments by a retired employee to the Insurer shall be grounds for termination of coverage of that retired employee.



EMPLOYEE BENEFIT HANDBOOK

SUBJECT: SICK LEAVE

Section 1:

- a. Sick Leave Definition. Sick leave shall be defined as time off the job with pay because of: illness, bodily injury, exposure to a contagious disease, attendance upon members of the immediate family; and diagnostic treatment, dental procedures and opticians services when such services are performed by duly licensed practitioners.
- b. Immediate Family Definition. An employee's immediate family shall be the following relations of the employee, his/her spouse or his/her Domestic Partner: spouse, children, step-children, foster children, siblings, step-siblings, parents, step-parents, foster parents, grandchildren, grandparents, brother-in-law, sister-in-law, son-in-law and daughter-in-law. Also included are other relatives of the employee, spouse or Domestic Partner residing in the employee's household. Domestic Partner shall be defined as provided in chapter 18 of the ordinance.
- c. Sick Leave with Pay Credits. All full-time employees covered by this policy shall be granted sick leave with pay credit at the rate of four (4) hours of sick leave for each bi-weekly pay period during which an employee receives compensation for forty (40) or more hours of work or the equivalent compensation. Part-time employees shall earn sick leave credits on pro-rata basis.
- d. The maximum accumulation of sick leave shall not exceed one thousand seven hundred forty (1,740) hours on the last date of each payroll year.
- e. Use of Sick Leave Credits. Employees shall inform their supervisor or department head as is appropriate of their need to be absent prior to their regularly scheduled starting time the first day and each day thereafter when return to work is doubtful; when their absence can be anticipated because of an appointment, such notice shall precede the absence by five (5) days when possible. The time off on sick leave for such appointments as are necessary shall be the minimum time required by the employee; but where it is possible for the employee to do so and in the interests of departmental efficiency, such appointments will be scheduled as near as possible to the end of the work day.
 1. Employees may use sick leave credits for temporary emergency care of ill or injured members of their immediate family (defined above), not to exceed five (5) days for any one (1) illness or injury; however, the five (5) days may be extended in unusual circumstances with prior County approval.
 2. If an employee is absent from work for any of the reasons set forth under the sick leave definition above, and at such time has accumulated insufficient sick leave credits to cover the time lost, the amount of time lost shall be deducted from current earnings of said employee, provided, however, that for each month worked during such calendar year by said employee during which no sick leave is taken, said employee shall be reimbursed for the time he/she had lost as a consequence of the insufficient accumulation of sick leave credits.
 3. Employees may at their option use vacation credits, holiday credits, or compensatory time due, to extend sick leave.
 4. Employees may use vacation or holiday time in lieu of sick leave. Substituting other leave time for sick leave does not relieve the employee of any obligation to follow call in procedures. Absences may be used



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in evaluating general attendance, absenteeism, and specific violations of attendance policies regardless of the type of leave time that is used unless such leave time was previously approved by an employee's supervisor.

- f. Physical Examination by County Doctor. In the event that an employee shall have been absent under the provisions of this policy and returns to work without release from his/her own doctor, satisfactory to the County, the County shall have the right to direct the employee to a doctor selected and paid by the County. In the event that the employee shall be found fit to return to work, he/she shall be made whole for any necessary travel expense or loss of earnings incurred as a result of being directed to the County Doctor. The County may require at the County's expense a medical certificate or other appropriate verification of sick leave absence.
- g. Supplemental Sick Leave Bank. If an employee has reached the maximum number of hours allowed for conversion at retirement (the "cap"), the County will automatically deposit unused, accrued sick leave hours above the cap into a supplemental sick leave bank at the end of each payroll year. The hours deposited in the supplemental sick leave bank may be used during any absence caused by a medical condition that would be covered under the Family and Medical Leave Act (FMLA). The condition must be confirmed in writing by the treating physician, but the County will not require employees to submit the Health Care Provider Certification required for an FMLA leave. Employees may use the supplemental sick leave bank even if they have exhausted the number of hours available under the limitations of the FMLA during a rolling calendar year. The number of hours deposited in the supplemental sick leave bank shall be limited to 480 hours.



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SUBJECT: SUBCONTRACTING

Section 1:

- a. When it becomes necessary to determine when, or what, to subcontract, it is, and will be, the policy of the County to first consider the impact on the employment security of its employees and to notify the Employee Group's Representative. It is the policy and intent of the County to use its employees as much as practical for work on the operations involved and to contract work out only when that course is required by sound business considerations.
- b. Dane County shall not enter into a subcontracting agreement, including but not limited to, the sale or lease of Badger Prairie Health Care Center or Consolidated Foods Services, which involves or affects any Employee Group's work performed by, and which will result in the reduction of regular hours or in the layoff of, Employee Group members unless the County:
 1. Provides written notice to the affected Employee Group's Representative and President(s) of the Employee Group(s), if any, not less than 90 days before the County requests bids or solicits proposals for the subcontracting agreement;
 2. Has offered the President(s) or designee of the Employee Group's Representative(s) the opportunity to meet with the County to discuss the decision to subcontract; and
 3. Has offered the Employee Group's Representative the opportunity to engage in discussion, and if necessary, the ordinance procedures set forth in 18.24 of the county ordinances over the impact of the proposed subcontracting
- c. The interested stakeholder may access the ordinance procedures in 18.24 to address such transfers and their effects.



EMPLOYEE BENEFIT HANDBOOK

SUBJECT: TOOL/EQUIPMENT/SUPPLIES ALLOWANCE

Section 1:

- a. All tools reasonably necessary for the performance of the job shall be furnished by the County.



EMPLOYEE BENEFIT HANDBOOK

SUBJECT: TRANSFER OF COUNTY FUNCTIONS

Section 1:

- a. The County agrees that in the event that another unit of government shall take over the operation of a department or function being performed by the employees covered by the terms of this Handbook, and if said takeover negatively affects unit employees, the County shall consider the impact of such transfer on its employees and shall notify the Employee Group of such contemplated action.



EMPLOYEE BENEFIT HANDBOOK

SUBJECT: TRANSIT CREDIT PROGRAM/TASKFORCE

Section 1:

- a. The County and employees agree to create and actively participate in an implementation task force to implement a transit credit program that would provide incentives for employees to use alternatives to single occupancy commutes to work.



EMPLOYEE BENEFIT HANDBOOK

SUBJECT: UNEMPLOYMENT COMPENSATION

Section 1:

- a. The County will provide Unemployment Compensation Insurance.



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SUBJECT: UNIFORM ALLOWANCE

Section 1:

- a. For employees required to wear safety shoes, the County shall provide a one hundred ten dollars (\$110.00) annual payment to such employees. In the event the County shall pay a shoe allowance in an amount greater than the amount hereunder, said greater shoe allowance shall be applicable to members of this Employee Group on the same basis.



EMPLOYEE BENEFIT HANDBOOK

SUBJECT: VACATION

Section 1:

Use of Vacation Credits.

- a. New employees while on the first six (6) months of their probationary period shall earn but not receive vacation. Upon completion of six (6) months of employment they shall be entitled to use their vacation. (Note, length of probationary periods vary across employee groups.)
- b. Employees shall be entitled to use vacation during the payroll year in which they are earning said vacation credits; however, should any employee become overdrawn on vacation credits an adjustment shall be made no later than the end of March of the following payroll year, which will correct the overdraft of vacation credit. Should an employee terminate for any reason with an overdraft of vacation credit, the County shall be entitled to an equivalent offset against any monies due the employee or to otherwise recover such overdraft.

Section 2:

Selection of Vacation.

- a. Each Dane County department head shall designate vacation periods for employees within his/her department according to classification or types of job of employees. Such vacation periods as are designated shall be sufficient to allow all employees to select their vacations. Employees shall be allowed to select their vacations from the designated period according to their seniority with the County.
- b. It is the policy to encourage employees to use all vacation credits annually. No employee having properly selected his/her vacation according to his/her seniority shall be denied such vacation. If, however, because of labor shortages or work requirements, an employee shall be persuaded to delay his/her vacation, it shall remain to the employee's credit. If an employee does not select a vacation during the designated period and it appears evident that vacation credits will be carried into the following calendar year, the department head may assign the employee to a vacation period. When all vacation credits are not used during years in which they are earned, such remaining vacation credits as employees may have, shall be carried forward for each employee into the following year and used by the last day of the payroll year or shall be transferred to the Vacation Bank, if possible. If all or a portion of such transfer is not permitted under the terms of this Handbook that portion shall be lost. Employees shall be notified of approved or denied requests for vacation of forty (40) consecutive work hours or more within fifteen (15) days of the date of the request.
- c. Employees shall be encouraged to use vacations in sustained periods of one (1) or more weeks, thereby deriving what is commonly accepted as the greatest value from the vacation. In the event that an employee shall wish to use vacations in small increments this provision shall not be a bar to such use. Such smaller increments of vacation credit use shall be allowed with department head approval where such use does not interfere with the normal use of vacation credit by other employees or adversely affect departmental operation.



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Section 3:

Vacation Bank. A Vacation Bank shall be established for each employee as follows:

- a. Employees may contribute up to seven hundred twelve (712) hours of vacation time to a Vacation Bank. A deposit into the vacation bank may be made at any time during the payroll year but no later than the last day of the payroll year following the year in which said vacation was earned.
- b. Employees may use vacation time from their Bank according to the normal procedures used for the use of vacation contained in this policy.
- c. Upon termination of employment or retirement all time remaining in the Vacation Bank shall be paid at the employee's normal rate of pay (including longevity pay).

Section 4:

Rate of Earning Vacation Credits. All employees covered by the above groups shall earn annual paid vacation credits as per the following (year meaning twenty [26] pay periods or a payroll year):

- a. 1st year thru 5th year, eighty (80) hours for each thirteen (13) longevity credits--full-time equivalent, two (2) calendar weeks.
- b. 6th year thru the 10th year, one hundred twenty (120) hours for each thirteen (13) longevity credits--full-time equivalent, three (3) calendar weeks.
- c. 11th year thru 14th year, one hundred fifty-two (152) hours for each thirteen (13) longevity credits--full-time equivalent, --three (3) calendar weeks and four (4) days.
- d. 15th year thru 20th year, two hundred (200) hours for each thirteen (13) longevity credits--full-time equivalent, five (5) calendar weeks.
- e. 21st year and thereafter, two hundred forty (240) hours for each thirteen (13) longevity credits— full-time equivalent, six (6) calendar weeks.

Each employee shall be compensated while on vacation at the rate of pay in effect for him/her at the time vacation credits are used; part-time employees shall earn vacation credits pro-rata.



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SUBJECT: VEHICLE USE POLICY

Section 1:

1.0 INTRODUCTION

The purpose of this policy is to specify standards for Dane County employees and volunteers who operate vehicles in conducting official Dane County business. Department heads are responsible for implementation and enforcement of this vehicle usage policy, as well as any specific Department policies which may supersede this policy.

This Policy covers:

- Vehicles
- Drivers & Passengers
- Safety Requirements
- Maintenance
- Parking, and
- What to do if there is an accident

2.0 VEHICLES

2.1. This policy applies to:

- Privately owned (or privately leased) vehicles when being used while performing official County business – however, Dane County employees and volunteers must not use motorcycles or mopeds to conduct official Dane County business; if an employee drives a motorcycle or moped to work and the employee is unexpectedly required to travel for County business, the County will arrange for transportation if public transportation or pool car is not available;
- All vehicles owned by Dane County (all vehicles owned by Dane County have a clearly identifiable Dane County logo); and
- All vehicles leased by Dane County.

2.2. The County will reimburse employees as specified in the applicable Mileage policy and County Ordinances for authorized mileage expenses incurred while on official County business and documented on a travel expense voucher form indicating starting and ending point for each trip. Commuting expenses between an employee's residence and normal place of employment are not reimbursable.

2.3. Dane County may assign vehicles to a County Department, Officer or employee under these circumstances:

- When the duties or responsibilities of the Department, Officer, or Employee includes frequent and regular calls;
- For deputized staff, based on assignment;
- As provided in contracts or agreements; or
- Otherwise needed to conduct official County business as determined at the discretion of the Department Head.

2.4. Any employee or volunteer who would like to use a pool vehicle must contact the designated person within their Department to initiate a request.

- With Department Head approval and based upon a bona fide non-compensatory business reason to require an employee to commute to and/or from work, a county employee may be assigned a County owned vehicle to be driven to and from work (commuting).
- Personal usage of assigned County owned vehicles is restricted to travel from home to the assigned work site



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and back home, with minimal incidental stops. In other words, County owned vehicles may not be used for more than incidental personal transportation, and may never be used on a personal vacation.

- Employees assigned County vehicles that may be used for commuting purposes shall be required to follow Internal Revenue Service (IRS) regulations. The value of commuting use of an employer-provided vehicle is specified per IRS regulations.

3.0 DRIVERS & PASSENGERS

3.1. In order to operate a vehicle to conduct official County business, all the following criteria must be met:

- The driver must be a County employee or a County volunteer;
- The driver's supervisor must have determined that the driver's duties require travel;
- The driver must have a valid driver's license, and in the case of commercially rated vehicles, a valid Commercial Driver's License (CDL) for the vehicle's weight and class; and
- The driver must have a safe driving record, as determined by Risk Management using the criteria set forth below.

3.2. An employee who is required to maintain a valid driver's license (and/or a Commercial Driver's License or "CDL") as a condition of his/her employment with Dane County, shall report a suspension or revocation of his/her license to his/her immediate supervisor immediately upon returning to work following the receipt of notification from the Department of Transportation.

3.3. Only persons being transported in connection with official County business shall be authorized passengers in any County vehicle. Examples of "authorized passengers" include, but are not limited to:

- other County employees attending the same meeting or conference;
- other municipal employees such as City or State employees attending the same
- meeting, conference, or business function; and
- individuals, including but not limited to consumers, riding along for County business.

3.4. No "unauthorized passengers" will be allowed to ride in a County vehicle at any time. "Unauthorized passenger" means a passenger who has no County business reason for being in a County vehicle. Examples of "unauthorized passengers" include, but are not limited to non-employee-friends and family members.

3.5. Dane County recognizes an exception to this authorized/unauthorized passenger policy for County employees driving vehicles such as highway trucks who assist during emergencies and place a passenger(s) in the truck to stay warm or, if no phone or radio is available, drive someone to the nearest phone.



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3.6 Risk Management will review Motor Vehicle Records (MVRs) of all employees and volunteers who operate a vehicle to conduct official County business according to the following chart:

Category of User	Definition	Frequency of MVR Review
Frequent Driver	Operates a motor vehicle on official County business at least monthly	Annually
Employees who transport clients	Operates a motor vehicle with client-passengers on official County business	Annually
Periodic Driver	Operates a motor vehicle on official County business less than once a month	Every two years

3.7. The Risk Manager will review MVRs for certain infractions or incidents, including but not limited to:

- Driving without a valid driver's license;
- Suspension or revocation of driver's license;
- A driving violation received while on the job;
- Off the job entries on the MVR may be considered if there is a substantial relationship between the violation and the employee's required job duties.

4.0 SAFETY

4.1. Dane County employees and volunteers who operate a vehicle to conduct official County business are expected to follow all applicable rules of the road, including but not limited to:

- County vehicles may only be driven by County employees and County-volunteers;
- Drivers and all passengers must use restraining devices (seat belts) at all times the vehicle is in motion (there is also a prohibition against removing, deactivating, modifying or otherwise altering any restraining devices);
- Use of County vehicles is limited to the States of Wisconsin, Illinois, Minnesota, and Iowa, unless approved by a Department head;
- No person shall be allowed to ride on running boards, fenders, hoods, tailgates, beds, or other locations on a vehicle not designed or approved by the vehicle manufacturer for passenger seating (see details above regarding the prohibition against transporting non-authorized passengers while performing County business in a County vehicle);
- The driver will not operate the vehicle while under the influence of alcohol or controlled substances;
- Installation or use of any radar-detecting device in a County vehicle is prohibited;
- No smoking in County vehicles (unless excluded by County Ordinance);
- When cargo, materials or tools are being transported, the driver is responsible for ensuring that all items are properly secured to prevent them from shifting or falling from the vehicle or trailer;
- Use of a County vehicle to haul load (including towing a trailer) for personal purposes is prohibited;
- When using a County vehicle to haul loads on official County business, the driver shall ensure that the trailer and/or any towed equipment is supplied with proper lighting (including brake lights, turn signals, and running lights) that is in good working order;
- The driver will not operate the vehicle when normal vision is obstructed;
- Except as specified in Section 2 above, personal use of County vehicles is strictly



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- prohibited;
- No “jump starting” vehicles, or providing other vehicle services unless required by job duties or an emergency situation with a County vehicle.
- County vehicles that are believed to be in an unsafe condition shall not be operated.
- Lock Out/Tag Out procedures will be used where appropriate.
- Employees are to refrain from using cell phones while driving on official County business, unless using a hands free device, which the County will provide upon request.
- The driver shall exercise good judgment to limit distractions.

5.0 MAINTENANCE

5.1. Each department shall develop a policy to handle maintenance of County vehicles assigned to the department and to ensure that employees and volunteers take reasonable care of County vehicles.

5.2. Employees and volunteers who operate a County vehicle are responsible for the proper day-to-day operation of that vehicle while using the vehicle. For example, any defects should be documented and reported to the Department head or the department head’s designee within one (1) working day.

5.3. Dane County provides a gas procurement card for pool vehicles. Employees using pool vehicles should refill the gas tank using the gas procurement card at the designated County facilities once the gas indicator registers below the halfway mark.

6.0 PARKING

6.1. Drivers shall legally park County owned vehicles in a County owned facility where the vehicle is normally assigned or in a designated parking space.

- Drivers shall secure the vehicle by locking all doors and removing the keys from the vehicle while the vehicle is not reasonably attended by an adult;
- Drivers shall maintain control and possession of the keys to the vehicle at all times when the vehicle is not in motion;
- Drivers responding to emergency situations shall park vehicles with due regard to safety and security concerns;
- County owned vehicles that are taken home overnight (see below) shall be locked and parked in the employee’s garage, driveway, or other designated parking space that is in close proximity to the employee’s residence.

6.2. With Department Head or supervisor approval, an employee may take a County owned vehicle home prior to leaving on official County business which is out-of-town, or late evening or early morning and would require a return to the work place outside of normal working hours.

7.0 WHAT TO DO IF THERE IS AN ACCIDENT

7.1. In the event of an accident, call 911.

7.2. An insurance card with coverage information is located in the glove compartment of the vehicle. The card also has the twenty-four (24) hour phone number for Dane County’s Risk Manager, who should be contacted immediately after 911 is called.

7.3. Employees and volunteers must follow the procedures established in the Dane County Administrative Manual



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under the Risk Management section for the reporting of accidents. Department heads or his/her designee shall review all accidents involving his/her employees while on County business.

7.4. Any employee who receives a parking violation with a County vehicle or a moving traffic citation in any vehicle while performing County business, shall report the incident to his/her supervisor within one (1) working day of receipt.

- Fines for moving traffic citations, parking tickets, and other traffic violations are the employee's responsibility and are not reimbursable by the County, whether operating a County vehicle or a privately owned vehicle. Tickets issued as a result from circumstances that are mechanical and beyond the control of the employee, shall be paid by the County.

7.5. County employees and volunteers who operate privately owned vehicles to conduct official County business shall maintain insurance as required by law.



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SUBJECT: VOLUNTARY LEAVE PROGRAM (UNPAID)

SECTION 1:

Unpaid Voluntary leaves (referenced below as Program) are permitted under the following conditions:

- a. Employees in the above employee groups, who wish to volunteer for the program shall so advise their supervisor. A leave of absence form shall be completed prior to the requested dates of leave.
- b. Participation in this program is strictly voluntary and dependent upon department head approval. No employee may be required to participate in this program and an employee's participation or non-participation in this program shall not be considered by the employer in making any employment decisions concerning the employee.
- c. Participation in this program shall be on a first come, first served basis. When two or more employees have volunteered for one available slot in this program, the senior employee shall be given preference, provided the work requirements of the department will be met by the remaining employees.
- d. Employees who are not approved for the program by their department head, shall have the right of appeal to the Director of the Department of Administration. This appeal shall be the only appeal and the determination of the Director shall be final.
- e. Employees who volunteer for the program will have all of the rights of the Employee Benefit Handbook except they will not have the right to bump other employees.
- f. Employees who volunteer for this program will continue to receive non-salary fringe benefits (dental insurance, health insurance, disability insurance, longevity credits, sick leave accrual, vacation accrual) provided under the Employee Benefit Handbook on the same basis as if working. Employees on this program will also continue to receive compensation for fixed holidays on the same basis as if working.
- g. An employee's participation in this program shall be documented in writing. A copy of this written documentation shall be provided to the employee group representative and to the department head. The written documentation shall include the start and end date of the time requested off.
- h. Time off under this program shall be for a duration of not less than four (4) hours and not more than ninety (90) calendar days. At the conclusion of the time off, the employee shall return to the position and assignment held immediately prior to the time off.
- i. Time off may be taken in contiguous blocks, or spread across multiple pay periods, as mutually agreed by the employee and the department head.
- j. If an employee on the program does not receive pay sufficient to cover employee group dues during the pay period in which the fees would normally be deducted, said dues shall be deducted during the next pay period in which the employee receives sufficient compensation to cover the amount of dues.



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SUBJECT: VOTING

Section 1:

Time Off For Voting.

- a. If an employee is unable to vote in a municipal, state, or national election during non-working hours; he/she shall be granted reasonable time off for the purpose of voting.



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SUBJECT: WORKER'S COMPENSATION

Section 1:

- a. In the event that an employee is injured while at work and as a consequence of said injury receives Worker's Compensation disability pay, said employee, commencing with the first day of absence, shall receive in addition to his/her Worker's Compensation payment such supplemental payment as will equal his/her gross pay less any Federal and State taxes that was received prior to such injury or disease for a period not to exceed one hundred eighty calendar days. Part day absences during the one hundred eighty (180) day supplemental pay period shall only be counted as part day absences, (i.e., only deduct actual time away from work). These provisions are subject to the following restrictions:
- b. In the event that a Worker's Compensation claim is contested, Worker's Compensation and supplemental pay by the County shall be held up until the claim is settled or an award made by the State at which time the employee shall be entitled to receive in a lump sum all his/her Worker's Compensation plus supplemental pay accumulated since the date of his/her first absence due to the injury or disease.
- c. During the period when an employee is entitled to full pay by the County there shall be no deductions from sick leave allowance, overtime allowance, or vacation credit of such employee. The employee shall not earn sick leave, holiday, longevity or vacation credits during periods of disability under the worker's compensation act beyond the initial 180 calendar day period.
- d. After one hundred eighty (180) calendar days if the employee has a sick leave balance, the employee has the option of supplementing Worker's Compensation up to a full paycheck as long as a sick leave balance remains. If the employee exercises the option to supplement Worker's Compensation, such election shall last for the duration of the Worker's Compensation leave or until the sick leave balance is exhausted. The Employee will continue to remain on the payroll and accrue benefits. If the employees does not choose the sick leave supplement they shall be placed on Family Medical Leave which will run concurrently with the worker's compensation.