



## EMPLOYEE BENEFIT HANDBOOK

DANE COUNTY  
EMPLOYEE BENEFIT HANDBOOK  
EMPLOYEE GROUP- ATTORNEYS

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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.

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Joe Parisi  
County Executive

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Date



SECTION: HR  
TOPIC: Alternative Scheduling  
August, 2019

## EMPLOYEE BENEFIT HANDBOOK

### **SUBJECT: ALTERNATIVE SCHEDULING**

#### **Section 1:**

- a. 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: BILINGUAL CLASSIFICATION PAY

#### Section 1:

- a. Employees who are certified bi-lingual and who are in positions designated as bi-lingual (meaning that the position requires a substantial amount of interpretation, translation, or other work in a language other than English) shall receive a bi-lingual pay supplement of \$.75 per hour for all hours worked. Incumbents currently holding a bilingual position shall not be reclassified solely to remove the bilingual classification. The Bi-lingual pay will begin effective January 10, 2017.
- b. This provision shall not apply to Medical Interpreter, Medical Interpreter/Hmong or Court Interpreter positions.



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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](mailto: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. Employees who are directed to be available for on-call duty shall be compensated in the amount of one hundred fifty (\$150) dollars per week for such on-call duty.





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**SUBJECT: COACHING NOTE**

Dane County Coaching Note

(Performance Reasons - Non-disciplinary)

NAME OF EMPLOYEE:

EMPLOYEE WAS COACHED FOR:

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\_\_\_\_\_ 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: COURT COMMISSIONERS AND LEAD COURT COMMISSIONERS**

**Section 1:**

**Lead Court Commissioner**

- a. Filling in for Lead Court Commissioner. When the Lead Court Commissioner (a position outside the employee group) is unavailable and his/her duties need to be performed in that person's absence, those duties shall be performed by the Deputy Lead Court Commissioner (a position in the employee group). During all times the Deputy Lead Court Commissioner is performing the duties of the Lead Court Commissioner, the Deputy Lead Court Commissioner shall be paid at the rate applicable to the Lead Court Commissioner.
- b. If both the Lead Court Commissioner and Deputy Lead Court Commissioner are absent or unavailable, the opportunity to fill in for the Lead Court Commissioner shall be offered to another Court Commissioner in the employee group who has expressed an interest in such assignment. The Court Commissioner accepting such duty shall be paid on the same basis as set forth in the preceding paragraph.



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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.



## EMPLOYEE BENEFIT HANDBOOK

### 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.



## EMPLOYEE BENEFIT HANDBOOK

### 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.



## EMPLOYEE BENEFIT HANDBOOK

### **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.



## EMPLOYEE BENEFIT HANDBOOK

### SUBJECT: DIVERSITY AND EQUITY IN RECRUITMENT AND RETENTION COMMITTEE

#### Section 1:

- a. There shall be a Diversity and Equity Committee focused on recruitment and retention in County employment. The Committee shall include the Director of the Office for Equity and Inclusion, three appointees by the Director of Administration, and no more than two representatives from each of the EG's 720, 705, 65, 1871, 2634, 1199 and Attorneys.
- b. This Committee may request and study data on the recruitment and retention process in 2017 as to designated positions covered by the handbook as determined by the committee.
- c. The Committee will request and review data concerning vacancies and the filling of vacancies regarding the identified positions. The data will include, but not be limited to, the date of vacancy, the date posted, where posted, date advertised, where advertised, members of applicant pool, members of screening committee, interview pool, person selected, date position filled.
- d. Data so collected will be used to identify problems encountered in filling vacancies, promoting from within, retention of employees and in particular in identifying potential opportunities to make changes to encourage and achieve and retain a more diverse workforce.
- e. The Committee will meet quarterly or more frequently as determined by the committee. Employees will be in pay status while in a committee meeting.



## EMPLOYEE BENEFIT HANDBOOK

### 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





## EMPLOYEE BENEFIT HANDBOOK

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.



## EMPLOYEE BENEFIT HANDBOOK

### 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.



## EMPLOYEE BENEFIT HANDBOOK

### 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.



## EMPLOYEE BENEFIT HANDBOOK

### **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 attending 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



### EMPLOYEE BENEFIT HANDBOOK

(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.



## EMPLOYEE BENEFIT HANDBOOK

### SUBJECT: EXISTING BENEFITS

#### **Section 1:**

- a. Existing Benefits. 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).

#### **Section 2:**

- a. The County agrees to continue existing employee benefits, or other amenities not mentioned herein but established by practice with the knowledge and tacit consent of the County, for the life of this Agreement. Prior to effectuating any changes in the foregoing existing benefits or other amenities 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).



## EMPLOYEE BENEFIT HANDBOOK

### 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.



## EMPLOYEE BENEFIT HANDBOOK

### 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.
- 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





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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 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.



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- 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 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:



## EMPLOYEE BENEFIT HANDBOOK

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. 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) pay in addition to compensatory time off for all hours worked on the holiday.
- e. 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.
- f. 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.
- g. 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.



## 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 \$7.00 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:**

1. **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.
2. **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.
3. **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.
4. **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.
5. **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.
6. **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: 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: JOB SHARING**

#### **Section 1:**

- a. Job Sharing. Upon recommendation of the department head, employee concurrence and concurrence by the Dane County Personnel and Finance Committee, not more than three (3) full-time positions shall be opened to job sharing, on either a sixty/forty (60/40) or fifty/fifty (50/50) time basis. In the event one (1) individual holding a job shared position ceases to be employed by Dane County, the other individual holding such position shall be retained and the vacancy shall be filled through normal Civil Service procedures. Should a job shared position be vacated by one (1) of its incumbents and the other incumbent becomes full-time, the remaining incumbent shall move one (1) step in the salary schedule as any other full-time employee (step increments reached for each additional thirteen (13) longevity credits).
- b. Job sharers shall be treated on a full-time equivalency basis for purposes of progressing to merit and gate step increments (count total time employed and not longevity credits).



## 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. Layoffs. The County shall have the right to reduce the number of jobs in any classification and/or department because of shortage of funds, lack of work, or because of a change in organization or duties. The Employee Group 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 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 shall have the right to bump any employee junior to them in seniority within their classification of the Employee Group. Seniority for the purposes of bumping shall be determined by the amount of longevity credits earned in the classification of the Employee Group. Such junior employees who have lost their positions as a result of a bump, shall have the right to exercise their seniority in the same manner as if their job had been eliminated. Employees who are without jobs as a result of a bump or reduction in the number of positions shall be placed on a reemployment list. Employees who do not choose to exercise their bumping rights 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 employee's seniority at the time of the layoff with the most senior becoming 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 all seniority rights as of the date of layoff for a period of one (1) year from the date of layoff.
- c. Recall from Layoff. Employees shall be recalled from layoff in accordance with their seniority to jobs for which they are qualified. The County shall not employ any new employees or temporary or part-time employees in positions for which there exist a qualified employee on the reemployment list. 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 two (2) weeks (14 days) from the date of recall. Employees who do not respond to such recall notices, shall be dropped from the list and all rights shall be lost.



## 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:**

##### Provisions for Limited Term Employees

- a. A Limited Term Employee shall be limited to twelve hundred (1,200) hours of continuous or regularly scheduled work in a payroll year unless the county and the Employee group agree otherwise.
- b. The rate of pay for a Limited Term Employee shall be determined with reference to the salary schedule.



## EMPLOYEE BENEFIT HANDBOOK

### **SUBJECT: LONGEVITY**

#### **Section 1:**

Longevity. All regular full-time and regular part-time employees covered by the terms of this Handbook shall earn longevity credits as follows:

- a. Regular full-time employees shall receive one-half (.50) a longevity credit for each biweekly pay period in which they receive compensation for forty (40) or more hours.
- b. Regular part-time employees shall receive one-half (.50) a longevity credit for each eighty hours of compensated time.

#### **Section 2:**

- a. 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.
- b. 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.
- c. 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.
- d. 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.



## EMPLOYEE BENEFIT HANDBOOK

### SUBJECT: PARKING

#### **Section 1:**

- a. Employees shall be provided parking space in the County Parking Ramp Monday through Friday for the fee of twenty-two dollars (\$22.00) 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 work day hours Monday through Friday. Employees shall have preference over all others in the event of a space shortage and employees will receive preference by order of seniority.



## EMPLOYEE BENEFIT HANDBOOK

### SUBJECT: PAID PARENTAL LEAVE

#### **Section 1:**

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



## EMPLOYEE BENEFIT HANDBOOK

### 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 newly hired employees shall be on probation for the first one (1) year of employment. For each probationary week in which such probationary employee works less than one-half (.5) of her/his regularly scheduled hours of work there shall be added seven (7) calendar days to the probationary period. Any employee who has not received written notice of termination prior to the date of completion of her/his probationary period shall be considered to have completed her/his probationary period. Probationary employees shall have all of the rights provided by this Agreement except the right to grieve a suspension or discharge. Probationary employees shall normally receive thirteen (13.0) longevity credits while on probation and shall receive the first increment increase in their pay upon earning such longevity credits.



## EMPLOYEE BENEFIT HANDBOOK

### **SUBJECT: RECRUITMENT**

#### **Section 1:**

##### Job Posting.

- a. Whenever there is a position or job opening which requires a license to practice law in the State of Wisconsin, either as a result of a termination, promotion, transfer or creation of a new position and the County intends to fill such position, notice of such opening shall be mailed by the County to the Employee Group Representative and such department heads as the County desires. The Employee Group Representative shall post such notices on bulletin boards which shall be located in each work area. Job opening notices shall indicate the job title, the salary range, the minimum qualifications required of applicants, the department in which the opening exists, the geographic location of the job, and the final date of acceptance of applicants. Such notices shall be mailed out not less than ten (10) days before final date of acceptance of applicants. Should the County decide that a vacant position is not to be filled, notice of that fact and other relevant information shall be mailed to each Employee Group Representative.

#### **Section 2:**

##### Filling Positions.

- a. Application of Seniority. It is the policy of the County to promote employees on the basis of seniority where qualifications, skill and ability are substantially equal, in cases where it is reasonably practical to do so.
- b. Examination. Vacant positions shall, wherever practicable, be filled by the promotion of County employees. Certain minimum qualifications, performance and experience may be established by the County and equally applied to all persons prior to the acceptance of applications and examinations for any position. The County agrees to hold examinations and fill positions expeditiously, in compliance with the letter and spirit of this Handbook and otherwise in accordance with established practice.
- c. The hiring process may also include references and a background check.

##### Establishment of Rates of Pay.

1. The rate of pay of newly hired, promoted or transferred employees shall be established pursuant to provisions of the wage appendix in this Handbook.
  2. The rate of pay of a demoted employee shall be such rate as determined by the Personnel and Finance Committee in the range of such position.
- d. When a position is open and posted pursuant to the Job Posting section above, employees who wish to be transferred shall file an application for the position. Employees who have transferred shall not, in the succeeding six (6) months (one hundred eighty [180] calendar days) be entitled to a second transfer.





## 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



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his/her death.

### 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.



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3. Sabbatical/vacation bank: Total hours in the employee's sabbatical/vacation bank x regular rate of pay 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



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November 15 of the preceding year. If the County does not receive such notification, the annual 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.

#### Section 2:

- a. Salary Plan. The salary and classification as shown in Wage Appendix shall be the minimum salaries for the classifications shown. This Section shall not be construed to prevent the County from creating new classified positions within the salary structure shown. The employee group representative shall receive the official minutes of the Personnel and Finance Committee and thereby be advised of the creation of any new classifications and shall have the right to grieve the placement of the position in the pay structure within thirty (30) days after receipt of notice.
- b. The County agrees that it will not hire an employee for any position in the employee group at a step placement greater than the entry level step for the appropriate classification without first providing at least ten (10) days written notice to the Employee Group Representative. The Employee Group Representative shall have the right to meet with the appropriate department head and the County Executive or designee to discuss the matter prior to the hire. The County Executive must approve the rate at which the employee is ultimately hired.
- c. Merit Steps. Employees shall be hired at no less than the first minimum step of their classification and shall be advanced to the second step or the next higher step effective as of the first day of the first biweekly pay period after employee has earned six and one-half (6.50) longevity credits. Following the 2nd step of the salary range, employees shall be advanced one (1) step in their classification salary range for each additional thirteen (13) longevity credits earned unless thirty (30) days prior to the merit step date the department head notifies the employee and the Human Resources Director in writing that the merit step increase is being denied.
- d. Half-Step Pay Increments. When employees become eligible for merit steps as provided in (a) of this Section, they shall also be eligible for an additional four (4) half-steps in their salary range. These half steps are at the discretion of their department head and on the basis that the employee has exhibited consistent extra effort and outstanding quality performance.

Employees who are eligible for half steps must make a request to their department head to receive the half step adjustments for which they are eligible. To grant or deny a half step increase, the department head must take affirmative written action. If a half step increase is not to be granted, the department head must send written notice of such decision to the affected employee within five (5) days following such decision. If a half step is denied, it may be granted upon the next thirteen (13) longevity credit increment. The granting of such half-steps shall have no effect on the granting of future merit steps in terms of the level of those steps and their timing as specified in the wage schedule of the Employee Benefit Handbook. Employees may request half steps at any step



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in the wage scale. Half steps cannot be waived as long as the employee has not reached Step 40.

- e. Employees who are promoted shall be advanced not less than one step upon advancement, which shall not be below the first step of the range of their new classification. Upon earning six and one-half (6.50) longevity credits in the step of the range into which they are advanced, increment increases shall be made as provided for in (a) of this Section.
- f. Employees who are transferred laterally to another position carrying the same salary range shall receive the same salary increment steps as though they had remained in their formerly held position.





## 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:**

Each employee shall earn, accumulate or lose seniority as follows:

- 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 or date of employment minus any time which did not count as probationary time.
- b. Employees who work on a regular schedule of less than full-time, shall earn seniority pro rata related to full-time employment.
- c. Employees on military leave shall earn and accumulate seniority in accordance with State and Federal statutes and section 18. of the county ordinance and the Military Leave policy.
- d. Employees on leave of absence without pay as provided in the Leave policy or on layoff as provided in the Layoff policy shall earn and accumulate seniority up to but not exceeding the first thirty (30) days of such leave or layoff.
- e. Employees who are promoted into supervisory positions shall cease to accumulate seniority unless such employee returns to the former position covered in this wage schedule within the ninety (90) day trial period in which event all time out of the former position shall be accumulated.
- f. 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 layoff in accordance with the Layoff policy.



## EMPLOYEE BENEFIT HANDBOOK

### **SUBJECT: SEPARATION FROM COUNTY SERVICE**

#### **Section 1:**

- a. Separation from County Service Benefits. 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 a person with a total disability 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



## EMPLOYEE BENEFIT HANDBOOK

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.



## EMPLOYEE BENEFIT HANDBOOK

### **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: TRAINING AND EDUCATION**

#### **Section 1:**

- a. Bar Dues. The County will pay the applicable State of Wisconsin professional bar dues on behalf of each employee covered in this section. Bar dues shall include one state bar section dues relevant to the employee's position not to exceed a cost of \$40.00 per year.
- b. Continuing Legal Education. The County shall pay reasonable expenses as determined by the unit supervisor for continuing legal education course work subject to applicable County travel ordinance and regulations. A committee of County, employees, and employee representatives will meet to discuss the process for approval of CLE requests within the office.



## 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 employees covered by this Handbook, such employees, as may be affected, shall suffer no impairment of rights or benefits during the term of this Handbook including the right of the Employee Group Representative to represent employees insofar as permissible under applicable law.



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.



## 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.



## EMPLOYEE BENEFIT HANDBOOK

### Section 3:

#### Vacation Bank

- a. A Vacation Bank shall be established for each employee as follows:
- b. Employees may contribute up to seven hundred and 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.
- c. Employees may use vacation time from their Bank according to the normal procedures used for the use of vacation contained in this agreement.
- d. 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 group shall earn annual paid vacation credit as per the following (year meaning twenty-six [26] pay periods or a payroll year):

- a. 0 through 26 longevity credits (approximately first year through second year) 3.08 hours for each one half (.50) longevity credit earned or a full-time equivalent of eighty (80) hours each year.
- b. Over 26 through 65 longevity credits (approximately third year through fifth year) 4 hours for each one half (.50) longevity credit earned or a full-time equivalent of one hundred four (104) hours each year.
- c. Over 65 through 91 longevity credits (approximately sixth year through seventh year) 5.54 hours for each one half (.50) longevity credit earned or a full-time equivalent of one hundred forty-four (144) hours each year.
- d. Over 91 through 130 longevity credits (approximately eighth year through tenth year) 6.15 hours for each one half (.50) longevity credit earned or a full-time equivalent of one hundred sixty (160) hours each year.
- e. Over 130 through 182 longevity credits (approximately eleventh year through fourteenth year) 6.77 hours for each one half (.50) longevity credit earned or a full-time equivalent of one hundred seventy-six (176) hours each year.
- f. Over 182 through 260 longevity credits (approximately fifteenth year through twentieth year) 8.61 hours for each one half (.50) longevity credit earned or a full-time equivalent of two hundred twenty-four (224) hours each year.
- g. Over 260 longevity credits (approximately twenty-first year and thereafter) 9.23 hours for each one-half (.50) longevity credit earned or a full-time equivalent of two hundred forty (240) hours each year.

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



## EMPLOYEE BENEFIT HANDBOOK

### **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).



## EMPLOYEE BENEFIT HANDBOOK

- Personal usage of assigned County owned vehicles is restricted to travel from home to the assigned work site 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 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.





## EMPLOYEE BENEFIT HANDBOOK

### **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 fees 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 fees.



## EMPLOYEE BENEFIT HANDBOOK

### **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.



## EMPLOYEE BENEFIT HANDBOOK

### 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.