



## EMPLOYEE BENEFIT HANDBOOK

DANE COUNTY  
EMPLOYEE BENEFIT HANDBOOK  
EMPLOYEE GROUP 1871

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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 County ordinance, the specific language of the County ordinance shall control over the language of this Handbook.

Employees in positions set forth in the Handbook 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.

For the sake of clarity, Employee Groups are referenced herein by the names of the local unions that historically represented the bargaining units upon which the existing Employee Groups are based. Any reference to these groups by their historical name, is not intended to reference any currently existing labor organizations, or Employee Groups Representatives.

#### EG 1871: Dane County Professional Employees

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

\_\_\_\_\_  
Joe Parisi  
County Executive

\_\_\_\_\_  
Date



## EMPLOYEE BENEFIT HANDBOOK

### SUBJECT: ACCOMMODATIONS FOR DISABILITIES

#### Section 1:

1. Whenever an employee becomes unable to perform their job due to a physical or emotional disability, that employee has the right to contact the ADA Coordinator and request a reasonable accommodation that would allow the employee to perform all the essential functions of their job. The reasonable accommodation process is governed by state and federal law and overseen by the Office for Equity & Inclusion.
2. At the employee's request, Employee Group Representatives may receive any ADA-related notices and attend any meetings with the ADA Coordinator.
3. If the ADA Team determines that there is no effective reasonable accommodation that would allow the employee to perform all the essential functions of their current job, then Dane County shall offer the employee "reassignment" as a reasonable accommodation.
  - a) The Employee Relations Division (not the ADA Team) is responsible for working with the employee in the reassignment process.
  - b) "Reassignment" may only be to a current vacant position within the employee's employee group or to a vacant position in other employee groups, provided the employee meets all the minimum qualifications of the position and is able to perform all the essential functions of the new position with or without a reasonable accommodation. The vacant position may be a lateral move or a demotion position. "Reassignment" is never to a vacant promotion position.
  - c) Once the employee accepts the offer of reassignment, the employee will lose their right to return to their former position.
  - d) "Reassignment" does include an eighty four (84) day trial period. If the employee is not successful within the eighty four-day trial period, the employee may choose to be placed on leave of absence (if they qualify for a leave) or a layoff (if they qualify for a layoff) or a reassignment to another vacant position.
4. Once the reasonable accommodation of "reassignment" is offered by the ADA Team, the County shall notify the employees Representative, if any, of the employee's right to reassignment. If the employee has not requested involvement with the Employee Group Representative as allowed under paragraph 2 above, Dane County will only share the employee's confidential information with the Employee Group as allowed under state and federal law.



## EMPLOYEE BENEFIT HANDBOOK

### **SUBJECT: ACTING CLASS PAY (ACP) AND ACTING CLASS PAY HOURLY (ACPH)**

#### **Section 1:**

##### **ACTING CLASS PAY (ACP)**

- a. An employee (including LTE's) who is assigned by management to perform the essential duties of a position classified in a higher pay range than their own position is classified shall, after working forty (40) hours in the higher classified position, receive additional compensation, acting class pay (ACP). The hourly rate shall not be below the rate an employee can receive for Acting Class Pay Hourly in section 2 (\$1.00). "Position" is defined as a budgeted position number within the department, not classification title. ACP is to be paid when a position is vacant or the incumbent in the higher classified position is not available to perform the duties of the position for a block of time which consists of forty (40) hours or more. ACP is not to be used for training purposes, nor can the duties of the higher position be split amongst several employees. The County shall not rotate lower classified employees through a higher classified position for the purpose of avoiding the additional pay to the lower classified employees. In the event that it shall be determined that rotation assignments are made to avoid the higher pay, the forty (40) hour delay in payment of the higher rate shall be waived for all employees so assigned. Employees who work in bilingual positions will continue to receive bilingual pay while performing the duties of the higher position. The Acting Classification Authorization form is to be completed each pay period that the employee is eligible for ACP and is to be attached to the employee's exception time report. Acting class hours can be entered only when the employee is performing the work. The employee will not receive acting class pay when taking sick, vacation, holiday time, etc.
- b. An example would be the assignment of an Account Clerk III to an Accounting Assistant to cover the Accounting Assistant's three month leave of absence.

#### **Section 2:**

##### **ACTING CLASS PAY HOURLY (ACPH)**

- a. An employee (including LTE's) who is assigned by management to perform some but not all of the essential duties of a position classified in a higher pay range than their own position is classified shall, after performing forty (40) hours of the higher level assignments be paid an hourly rate of \$1.00 of ACPH. "Position" is defined as a budgeted position number within the department, not classification title.
- b. ACPH duties have to be assigned and the employee would be acting in the higher classification due to the absence of someone in the higher classification. This would be due to an employee being on vacation, calling in sick, out of the office for an extended period of time, or due to a vacancy. It is not paid when an employee is performing a task simply due to someone being at a meeting or unavailable for a short period of time.
- c. These assignments are performed in addition to an employee's primary duties and are for a shorter duration, but not less than one (1) hour for each occurrence. Fractions of hours will be paid for beyond the first hour. For example if an employee performs the higher duties for 1.5 hours they will be paid for 1.5 hours ACPH. Departments may not allow employees to work in increments less than one hour and add them up to equal one hour or more. Employees who work in bilingual positions will continue to receive bilingual pay while



## EMPLOYEE BENEFIT HANDBOOK

performing the duties of the higher position. ACPH hours can be entered only when the employee is performing the work. ACPH is not to be used for training purposes nor to cover lunch breaks or meetings. The Acting Class Pay Hourly Authorization form is to be completed each pay period that the employee is eligible for ACPH. The form is to be attached to the employee's exception time report.

- d. An example would be an Account Clerk III performing one job assignment of the Accounting Assistant position for two hours on Monday, Wednesday and Friday.



SECTION: HR  
TOPIC: Alternative Scheduling  
December, 2020

## EMPLOYEE BENEFIT HANDBOOK

### **SUBJECT: ALTERNATIVE SCHEDULING**

- 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 their representative to the Director of Administration.



## EMPLOYEE BENEFIT HANDBOOK

### 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. Incumbents currently holding a bilingual position shall not be reclassified solely to remove the bilingual classification.

Effective the first pay period following final approval of the handbook by the County Board, employees will not be required to complete an exception time report to earn bilingual pay. Employees in a Bilingual Pay position will continue to receive the bilingual rate of pay for all hours except any time recorded as leave without pay.

- b. This provision shall not apply to Medical Interpreter, Medical Interpreter/Hmong or Court Interpreter positions.



## EMPLOYEE BENEFIT HANDBOOK

### **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 their 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.



EMPLOYEE BENEFIT HANDBOOK

**SUBJECT: CALL BACK/ON CALL PAY**

**Section 1:**

- a. Call-out. Employees who are called to work outside of their regular schedule of hours by their department head or others designated by the department head, either by being called back to work or to perform work from home shall be compensated for such time. A minimum of two (2) hours shall be granted to any employee who is so called back to work; a minimum of one (1) hour shall be granted to any employee who is called to perform work from home. No employee shall be sent home or denied their regular work schedule of hours to avoid the payment of overtime.



## EMPLOYEE BENEFIT HANDBOOK

### SUBJECT: CHARGE PAY/STAFF

#### **Section 1:**

- a. Charge Staff. Public Health employees who are designated to serve as Charge Staff shall receive an additional \$2.00 per hour to compensate them for the performance of these duties. This differential shall only apply to hours actually worked in the capacity as Charge Staff.



EMPLOYEE BENEFIT HANDBOOK

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



EMPLOYEE BENEFIT HANDBOOK

**SUBJECT: DEATH IN IMMEDIATE FAMILY (BEREAVEMENT LEAVE)**

**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, their spouse or their 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 from one classification to another in the same or another department or into another department with the same classification but all in the same pay range.
- 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 an eighty four (84) day trial period. During the trial period the employee shall be entitled to return to the job (shift, location, rotation, work assignment and department) from which they 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. The County shall provide employees with Disability Insurance. No employee shall be eligible to participate in the disability plan during their 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%

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.

1. 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.

2. 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.

3. 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 Human Resources 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.). They 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 their vacation, holiday and earned leave time during the period of time they 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 their 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 their vacation, holiday and earned leave during the period of time they 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 their 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 their 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 REPRESENTATIVE LEAVE/EMPLOYEE GROUP REPRESENTATIVE CONFERENCES & CONVENTIONS**

#### **Section 1:**

##### a. Leave for Employee Group Activity.

1. Employees within an Employee Group, with the approval of the President of the Employee Group's Representative, may request a leave of absence for Employee Group Representational activity. If the intended duration of such leave is forty (40) hours or more in a pay period, the terms of this Section shall apply.
2. Requests for such a leave shall be directed to the employee's department head. Employees shall give as much advance notice as possible, but in no event, less than ten (10) working days notice. The department head may waive the notice.
3. The grant of such a leave is subject to the approval of the department head based on staffing, workload or other legitimate business concerns. The department head may also limit the number of employees on such leave at any one time. Such leave shall not exceed ninety (90) calendar days, except that extensions may be granted upon approval by the President of the Employee Group and the Department Head.
4. Employees on such a leave shall continue in pay status through the period of the leave. The Employee Group's Representative will reimburse the County for all direct wage and wage-related payments (hourly rate, longevity, FICA, WRS) received by the employee on leave. The County will periodically bill the Employee Group's Representative for the amount paid and the Employee Group's Representative will reimburse the County within thirty (30) calendar days of billing. All obligations under this section shall cease and any leave granted hereunder shall terminate if the Employee Group's Representative fails to reimburse when due.
5. It is expressly understood that employees who have been granted a leave for Employee Group's Representational Employee Group activity are not working within the scope of their employment during the period of such leave.
6. In the event that a Department Head and/or the Human Resources Director shall refuse to grant a leave of absence for an employee, such employee may be granted a leave of absence by the Personnel and Finance Committee.

##### b. Conferences and Conventions.

1. Employees within an Employee Group selected by the President of the Employee Group's Representative to participate in conferences and conventions called by the Employee Group's Representative shall be granted a leave of absence not to exceed two (2) weeks upon written request by the President of the Employee Group's Representative to the County, a reasonable time in advance of the first date of the requested leave, except that such leave may be denied when it can be shown that the employee's absence will unduly interrupt County services. Such leave of absence shall be without pay except that an employee shall have the option to use vacation, holidays or other earned compensatory time off.



## 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 processing grievances on behalf of Employee Group members and participating in established labor/management meetings that are conducted outside of their scheduled work hours.

#### **Section 3:**

##### Meet and Confer.

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



## 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).



## 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: FLEX TIME ARRANGEMENTS

#### Section 1:

- a. Employees with the mutual agreement of their supervisors, may elect to participate in a flextime arrangement on a regular or intermittent basis. The flextime arrangement will be based on established County pay periods. This means that an employee may work more than forty (40) hours in a week and less than forty (40) hours in the next week of the payroll period, (with supervisory approval), so that the total hours worked in the payroll period does not exceed eighty (80) hours. Where such mutual agreement exists employees will have their contractual overtime based on work over eighty (80) hours in a pay period. Employees who, with supervisory approval, work over eighty (80) hours in a pay period shall receive overtime compensation as provided per the overtime policy. The supervisor or employee may withdraw agreement to a flextime arrangement at any time upon ten (10) workdays notice.



## 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 their 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 their 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



## EMPLOYEE BENEFIT HANDBOOK

shall respond in writing to the grievant(s), if any, to and the grievant's authorized representative, if any, and to the Steward, President, and Staff Representative of the Employee Group's Representative within ten (10) days, if allowed under this policy. Grievances involving the general interpretation, application, or compliance with the Employee Benefit Handbook may be initiated at step 3. A grievance concerning a discharge may be started at Step 3 or, if the parties agree, may be started at the Impartial Hearing step.

- d. Step 4. If a grievance is not settled at the third step, the employee and/or representative authorized by the employee, if any, or the Employee Group's Representative may appeal the matter to an impartial hearing as hereinafter provided.

### Section 3:

#### Impartial Hearing.

- a. The grievance shall be considered settled in Step 3 above, unless within ten (10) days after the last response is received, or due, the dissatisfied party (either the grievant, representative authorized by the employee, or the County) shall request in writing to the other that the dispute to be submitted to an impartial hearing before an impartial hearing officer.
- b. A panel of Impartial Hearing Officers (IHO) has been established from which the IHO will be selected. The IHO shall, if possible, be mutually agreed upon by the parties to the grievance. If agreement on the IHO is not reached within ten (10) days after the date of the notice requesting an impartial hearing, then the IHO shall be selected by the parties within five (5) days from the panel using an alternate strike process or other agreeable means. Each party shall pay one half (1/2) of the cost of the impartial hearing.
- c. The IHO shall have the authority to determine issues concerning the interpretation and application of all Sections of the Employee Benefits Handbook and any matter concerning employee terminations, employee discipline or workplace safety. They shall have no authority to change any part of the Employee Benefits Handbook; however, he/she may make recommendations for changes when in their 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.



## EMPLOYEE BENEFIT HANDBOOK

Objections to evidentiary offers and offers of proof of evidence not admitted may be made and shall be noted in the record.

- f. The written determination of the IHO, in conformity with their 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, their 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



## EMPLOYEE BENEFIT HANDBOOK

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

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

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

### **Section 5:**

#### Time.

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



## EMPLOYEE BENEFIT HANDBOOK

### SUBJECT: HEALTH & DENTAL INSURANCE

#### Section 1:

- a. A group hospital, surgical, major medical and dental plan shall be available to employees. For group health insurance for 2020, the County shall pay up to eight hundred eleven dollars and ninety five cents (\$811.95) per month for employees desiring the "single HMO plan" and up to one thousand nine hundred eight dollars and seven cents (\$1908.07) 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 2020, the employee premium rates for the POS plan are \$25.29 for POS single coverage and \$59.43 for POS family coverage.
- c. For group dental insurance for 2020 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. June 19th
5. July 4th
6. First Monday in September (Labor Day)
7. Fourth Thursday of November (Thanksgiving Day)
8. Day first following Thanksgiving Day
9. December 24
10. December 25
11. December 31
12. 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, they shall receive time and one-half (1-1/2) pay in addition to compensatory time off for all hours worked on the holiday. Limited term employees who are required to work on a holiday shall receive time and one-half (1-1/2) pay.

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 in accordance with the vacation and salary policies.



## EMPLOYEE BENEFIT HANDBOOK

### **SUBJECT: HOURS OF WORK/REST BREAKS/LUNCH PERIODS**

The regular workday and workweek shall be as follows:

#### **Section 1:**

Establishing Working Hours: As professionals, employees shall be allowed to establish their working hours according to the job they are to perform with advance supervisory approval which shall average on an annual basis forty (40) hours per week.

- a. **Medicolegal Investigators.** This subsection shall apply only to Medicolegal Investigators (MLIs). Medicolegal Investigators shall be scheduled as follows:
  1. **Shifts.** There are two twelve-hour shifts each day:
    - a. A day shift from 6:00 a.m. to 6:00 p.m. and;
    - b. A night shift from 6:00 p.m. to 6:00 a.m.
  2. **General Schedule.** In each biweekly pay period, MLIs shall be assigned to work three twelve-hour shifts in each week, , on a twenty-one (21) day repeating cycle, as follows:
    - a. Two (2) days on, three (3) days off, two (2) days on, three (3) days off, two (2) days on, two (2) days off, three (3) days on, four (4) days off.
    - b. **Administrative Time.** In addition, each MLI shall be assigned eight hours per pay period, that can be used for follow-up investigation and other assigned duties can be applied to time spent making follow-up telephone calls and dictating or typing reports from places outside the office. It is understood that the MLIs working the night shift will need to make follow up calls during business hours to resolve their cases. It is also understood that there will be times when being in the office is necessary. The 8 hours of Administrative time will be documented by the MLI on a form provided by management.
    - c. **General Schedule Rotation.** The general schedule will be rotated among MLIs once a year to give MLIs a more diverse schedule.
  3. **Off-Day Coverage.** This schedule leaves every third Wednesday, Saturday, and Sunday to be filled by LTE MLI staff or by overtime in the event no LTE MLI is available. Overtime work will be offered to employees on a voluntary basis based on seniority. If there are no volunteers for overtime work, overtime will be assigned based on the full-time MLI work schedule availability. Any overtime work will be compensated at time-and-a-half in either compensatory time or paid in cash, as described in the Overtime section of this handbook.
  4. **Shift Rotation.** Assignments to day and night shifts will rotate from month to month. Scheduled changes from day shift to night shift, or night shift to day shift, will take place as close to the end of each month as practical. Except under emergency circumstances, no MLI shall be required to work twenty-four or more consecutive hours.
  5. **Exchange of Shifts between Employees.** With the mutual agreement of employees and their supervisor(s), MLIs may exchange shifts within the same pay period. Generally it is the goal to prevent any MLI from working 24 or more consecutive hours.



## EMPLOYEE BENEFIT HANDBOOK

6. Shift Change. Unless the off-going MLI is in the field on a call, MLIs will be in the office at shift change. Oncoming MLIs will be in the office no later than 10 minutes prior to shift change. Calls for service that come in within 30 minutes of the end of an MLIs shift will be turned over to the on-coming MLI. In this case, detailed shift change information will be provided to the oncoming MLI so that the off-going MLI need not be contacted.
7. On-Call Status. It will be the goal of management to avoid calling the off-going MLI within 8 hours of the end of the off-going MLIs shift. The need to contact an MLI regarding a case on his or her shift within the 8-hour window will be based on the exigency of the needed information. Follow-up calls regarding autopsy results will generally be made by 3:00 p.m. the day following an autopsy. MLIs will need to exchange detailed information regarding cases they have worked on to facilitate this goal.
8. It is agreed that the MLIs will be in the Medical Examiner's Office, for their entire shift unless they are conducting business related to the Medical Examiner's Office or on a meal break.



## EMPLOYEE BENEFIT HANDBOOK

### **SUBJECT: IDENTIFICATION AND ACCESS CARDS:**

#### **Section 1:**

- 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 their 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 their expense. The charge is \$10.00 for replacement of a lost access card. If an employee finds a lost card after receiving a replacement, they may retain the found card. In the event of another loss the original card can be put back into the system at no charge. If an access card is no longer functional, the replacement fee will be waived.



## EMPLOYEE BENEFIT HANDBOOK

### **SUBJECT: INDEPENDENT CONSULTANT'S RECOMMENDATION PROCEDURE**

#### **Section 1:**

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



## EMPLOYEE BENEFIT HANDBOOK

### **SUBJECT: INSURANCE ADVISORY COMMITTEE**

#### **Section 1:**

- a. There shall be an insurance advisory committee to advise the county on matters of insurance. The committee shall consist of one (1) representative from each employee group and unions with the exception of the 720 employee group, which shall have two (2) representatives, two (2) members from Personnel & Finance, one (1) elected official, two (2) retirees, and two (2) employees to represent the balance of employees of the county.



EMPLOYEE BENEFIT HANDBOOK

**SUBJECT: INTRA/INTER-DEPARTMENTAL REASSIGNMENTS/TRANSFERS**

**Section 1:**

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



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 is defined as two (2) regular part-time employees equally sharing one (1) full-time position. It is understood that should one of the participants vacate their position, the remaining participant shall, if they choose, be permitted to assume that position on a full-time basis. The details of any job sharing arrangement shall be put into a memorandum of understanding signed by the employees, the Director of the Department of Administration (or designee), the Department Head and the President of the Employee Group's Representative (or designee).



## 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 their regular normal pay and the amount they receive for jury service, or they may elect to use accumulated vacation, holidays, and overtime credits or other earned leave which may be due them and in which case they shall receive their 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 their 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 their regularly scheduled hours.



## EMPLOYEE BENEFIT HANDBOOK

### SUBJECT: LAYOFFS

#### Section 1:

- a. Lay-offs. The County shall have the right to reduce the number of jobs in any classification and/or department because of shortage of funds, lack of work, or because of a change in organization or duties. The Employee Group's Representative will be given 90 days prior notice before the County eliminates any Employee Group position as proposed in the Executive Budget. A summary of position changes will be submitted to the President of the Employee Group's Representative 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's Representative prior to eliminating any employee group 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 junior employee in their classification and/or in their pay range or classifications in pay ranges below, provided they are qualified and can demonstrate their ability to do the junior employee's job. 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 a reduction in the number of positions shall be placed on a re-employment list. Employees who do not choose to exercise their bumping rights shall also be placed on the re-employment list.
- b. Re-Employment List. The County shall maintain a re-employment 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 being number one on the list. Such list shall also show the classification(s) for which employees are qualified. Employees on the re-employment list shall maintain seniority as provided in Seniority Policy of this Handbook and shall maintain recall rights for twenty-four (24) months from date of lay-off.
- c. Permissive re-employment. Employees who resign their position and then seek reinstatement within one year from the effective date of their resignation, may, at their request, be placed on the appropriate re-employment list. Their rank and retention on the re-employment list is to be determined in the same manner as persons laid off except that all persons laid off would be ahead of all who resigned. Persons re-employed under this provision shall be re-employed at the same salary level or as nearly as possible to the dollar amount of their previous salary unless that amount exceeds the maximum in which case the employee shall be placed at the maximum of the range to which they are reappointed. Such employees shall also receive full credit for all prior service but shall not receive credit for the time they were separated from county service. An appointing authority has full discretion in deciding whether or not to re-employ a person under this provision.
- d. 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 employee or temporary or part-time employee in positions for which there exists a qualified employee on the re-employment 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. Employees who have been bumped into another position may be recalled to their former position or a newly created position, or vacancies in their former department, provided they are qualified.



## EMPLOYEE BENEFIT HANDBOOK

### SUBJECT: LEAVE OF ABSENCE/MEDICAL LAYOFF

#### Section 1:

- a. Leave without Pay. Upon the recommendation of the department head, the Employee Relations Division may grant to an employee a leave of absence without pay for a period not to exceed twelve (12) months. Such employee shall be entitled to return to the position they left before the end of the leave granted by first giving fourteen (14) days' notice of their intention to return to work. In making application for such leave of absence, the employee shall submit a written application stating the reason for the requested leave of absence. The leave when granted shall be in writing with the employee and the President of the appropriate Employee Group's Representative each receiving a copy. The Employee Relations Division may request the employee to submit a doctor's statement if leave is requested for health reasons.
- b. Leave Appeal. In the event that a Department Head and/or the Employee Relations Division shall refuse to grant a leave of absence for an employee, such employee may be granted a leave of absence by the Personnel and Finance Committee.

#### Section 2:

##### Medical Leave of Absence Without Pay.

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

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

- b. In the event the employee is unable to return to work at the end of the aforementioned six



## EMPLOYEE BENEFIT HANDBOOK

months, the employee shall be placed in a layoff status for a period not to exceed an additional eighteen (18) months.

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



## EMPLOYEE BENEFIT HANDBOOK

### **SUBJECT: LIFE INSURANCE**

#### **Section 1:**

- a. Life Insurance. 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 is one who is hired by the County for a temporary period, for a season or for a limited period of time and not through the Civil Service procedure to perform employee group work. A Limited Term Employee shall not work more than 1200 hours per year. The County agrees that Limited Term Employees will be kept to the lowest number consistent with the County's needs and that Limited Term Employees will not be used to avoid the filling of positions through the Civil Service procedure. In keeping with the above intent, the County shall not serialize or rotate Limited Term Employees into the same continuous work assignments (i.e., cannot rotate LTEs in and out of a job to provide a continuously filled position). The County shall layoff all Limited Term Employees prior to the layoff of regular employees doing similar work, provided the remaining employees are qualified to perform the work. The hourly rates of pay shall be the minimum rate of the classification in which the employee works. Limited Term Employees who are directed to use their personal vehicles for County business shall be reimbursed as provided for in the Mileage Reimbursement policy. Limited Term Employees shall have access to parking at a cost not to exceed that provided in the Parking policy, as arranged by the parking ramp manager.



## EMPLOYEE BENEFIT HANDBOOK

### SUBJECT: LONGEVITY

#### Section 1:

##### Longevity Credits.

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

- a. All regular employees covered by the terms of this policy shall receive one-half ( $\frac{1}{2}$ ) a longevity credit for each bi-weekly pay period in which they receive compensation.
- b. 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 their longevity. Longevity and seniority are not synonymous for the purpose of this policy.



## 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:**

##### Mileage Reimbursement.

- a. 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:**

##### Parking Costs.

- a. 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 their 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: ORIENTATION OF NEW EMPLOYEES**

#### **Section 1:**

- a. The employee groups will be given twenty five minutes during new employee orientation, generally held every third Wednesday, to orient new employees to the employee group and to distribute employee group-related information.



## EMPLOYEE BENEFIT HANDBOOK

### **SUBJECT: OVERTIME AND COMPENSATION**

#### **Section 1:**

##### Computation of Time Worked.

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

#### **Section 2:**

##### Overtime:

- a. Overtime work shall require supervisory approval. Employees who work in excess of forty (40) hours in a payroll week shall receive overtime compensation, except as provided below. For the purpose of computing overtime, any time for which an employee receives pay shall be counted as time worked. Compensatory time off shall accrue at the rate of one and one-half (1- 1/2) hours for each overtime hour worked up to a maximum of twenty-four (24) hours in a payroll year, payable as thirty-six (36) hours of compensatory time. Such accrued compensatory leave time shall be taken at a mutually agreeable time. Any additional overtime worked beyond the twenty-four (24) hours (payable at thirty-six (36) hours) shall be paid at the rate of one and one-half (1-1/2) times the hourly rate of pay, except that additional compensatory time may be accrued by the mutual agreement of the employee and supervisor. On the last pay period of the payroll year, all compensatory leave accrued during that payroll year which was not taken as compensatory leave shall be paid out in cash, except that at the employee's discretion, employees may carry over up to thirty-six (36) hours (twenty four (24) hours payable as thirty-six (36) hours) or the balance available to the employee as granted by mutual agreement.



## EMPLOYEE BENEFIT HANDBOOK

### **SUBJECT: PAID PARENTAL LEAVE**

Effective January 1, 2018 all Dane County Employees who meet the eligibility criteria and have a qualifying event, shall receive **240 hours** (prorated for less than 1.0 FTE) of Paid Parental Leave (PPL) once per payroll year.

The purpose of this new leave benefit is to provide employees additional flexibility and time to bond with their new child, adjust to their new family situation, and balance their personal obligations.

#### **Section 1: Definitions**

1. Child(ren) – is defined as a person under the age of 18. For the purposes of this policy, the child's parent must be an Employee of Dane County.
2. Paid Parental Leave – is defined as 240 hours of paid time off from work to enable an employee to care for and to bond with their newborn or a newly adopted child. Employees working less than 1.0 FTE shall receive a prorated amount according to their FTE status. For example, 0.5 FTEs who are approved will receive 120 hours.
3. Parent – is defined as a person identified on a child(ren)'s birth certificate, adoption certificate, certified copy of a foreign adoption order that has been registered with the State of Wisconsin, or other legal document certifying an adoption.
4. Qualifying event
  - a. Definition: A qualifying event is defined as the live birth or adoption of a child on or after January 1, 2018. For foreign adoptions the qualifying event is the date the child enters the United States.
  - b. Placements excluded: Foster care, Kinship Care, Guardianship, and other child welfare placements are not qualifying events under this policy.
  - c. Additional limitations:
    - i. Sperm donors do not incur a qualifying event under this policy.
    - ii. Still births are not covered under this policy
  - d. Surrogacy clarified: Employees receiving a child from a surrogate incur a qualifying event under this policy. An employee serving as a surrogate does not incur a qualifying event under this policy.
  - e. Multiples: In the case of multiple births (twins, triplets, etc.), all children are treated as one qualifying event. In the case of multiple children being adopted, all children are treated as one qualifying event.
  - f. One qualifying event per payroll year. In the case of multiple qualifying events by an employee in the same payroll year, the eligible employee will be entitled to only one instance of paid parental leave.
5. Eligible employee – is defined as an employee of Dane County who is entitled to accrue leave balances who has a qualifying event. Limited term employees are excluded from this policy.

#### **Section 2: General Provisions**

1. An Employee's use of Paid Parental Leave shall run concurrently with a Leave of Absence provided under the Family Medical Leave Act (FMLA), if an employee is eligible for FMLA. Employees eligible for FMLA shall apply for and use FMLA concurrently with PPL. Employees not eligible for FMLA shall apply for a Leave of Absence under County Ordinance 18.29(3) or under the Employee Benefit Handbook and use a Leave of Absence under County Ordinance or Employee Benefit Handbook concurrently with PPL.
2. Paid Parental Leave hours may be used in conjunction with other forms of paid or unpaid time off available to the employee, including but not limited to sick time, vacation, sabbatical, holiday, wellness and unpaid time.



## EMPLOYEE BENEFIT HANDBOOK

3. Eligible Employees must use all of their PPL within six months of the qualifying event. Any portion of the PPL remaining six months after the qualifying event is forfeited. The start date of an employee's PPL is at the employee's discretion, as long as the employee's PPL balance has not yet been forfeited.
4. All employees except those in 24/7 operated departments (Sheriff's Office, Badger Prairie, and Public Safety Communications 9-1-1) may use PPL intermittently. Employees in a 24/7 operated department may use PPL intermittently with the prior written approval of their supervisor.
5. All employees except those in 24/7 operated departments (Sheriff's Office, Badger Prairie, and Public Safety Communications 9-1-1) may use PPL in order to work part-time, if that is an arrangement that works for their family. Employees in a 24/7 operated department may use PPL to work part-time with the prior written approval of their supervisor.
6. Employees on paid parental leave will continue to receive non-salary fringe (dental insurance, health insurance, disability insurance, longevity credits, sick leave accrual, vacation accrual) benefits provided under the Employee Benefit Handbook on the same basis as if working. Employees on Paid Parental Leave will also continue to receive compensation for fixed holidays on the same basis as if working.
7. Employees may only be approved for Paid Parental Leave once during a payroll year.
8. This policy is not retroactive for any employee who is on a previously approved leave for the birth or adoption of a child. Only qualifying events on or after January 1, 2018 are able to use this benefit.
9. If both parents of a qualifying event are County Employees, each employee receives a Paid Parental Leave benefit.
10. Employees must provide documentation and notification in a timely manner. Timely responses from Employees are required in two ways: First, documentation of the upcoming event is required with the Leave of Absence request. Second, within three days of the event, Employees must provide notification to Employee Relations that the event has occurred.

### Section 3: Procedures

1. Employees who are eligible and anticipate experiencing a qualifying event must fill out and complete the application for PPL. The PPL application will be a separate application from existing leave applications, but should be submitted with an appropriate leave of absence request (FMLA, Employee Benefit Handbook, Ordinance). These applications must be completed at least 30 days in advance from the anticipated date of the qualifying event. The PPL application must include the employee's expected start date and end of the Employee's leave of absence (FMLA, Employee Benefit Handbook, or Ordinance).
2. Employees in 24/7 operated departments who wish to use PPL intermittently or to work part-time must obtain the prior written approval of their supervisor, and include such approval with their PPL application.
3. Eligible employees must provide timely documentation of the upcoming qualifying event. Forms of documentation include: a health care certification from a medical doctor, a certified copy of an adoption order listing the eligible employee as a parent, a certified copy of a foreign adoption order registered in the State of Wisconsin.
4. Employees must sign the application acknowledging that they understand the policy, acknowledging that they intend to return to work and indicate a return date.
5. Employee Relations will review the application and determine if the individual is eligible and will have a qualifying event. If the application qualifies for PPL, Employee Relations will approve the application and notify the Employee.
6. Payroll will load the appropriate amount of time into a time-bank (leave code) available to the employee after the qualifying event.



## EMPLOYEE BENEFIT HANDBOOK

7. Full-time employees who have had their application approved, will receive 240 hours of PPL. Part-time employees who have had their application approved will have their benefit time prorated according to their full-time employment status. For example, 0.5 FTEs who are approved will receive 120 hours.
8. Employees are only able to use this time after the qualifying event. Employees cannot use this time before the event.
9. If the date of the qualifying event is different from the anticipated date submitted on the application, it is the responsibility of the employee to notify Employee Relations.
10. No later than three days after the qualifying event, Employees shall provide notice to Employee Relations that the event occurred. Notice may take the form of a phone call or email.
11. If an official county holiday occurs while the individual is on an approved PPL, the employee will receive holiday pay. Official County Holidays do not count against an approved PPL.
12. If an employee has any unused PPL six months after the qualifying event, that amount of PPL shall be forfeited.



## EMPLOYEE BENEFIT HANDBOOK

### SUBJECT: PARKING

#### Section 1:

- a. Employees shall be provided parking space in the County Parking Ramp, Monday through Friday, for a monthly fee equal to fifteen dollars (\$15.00) per month. The space provided shall be a block of space, preferably on the lowest level (floor one), which shall be reserved for County employees during the regular workday hours Monday through Friday. Employees reporting to work at any downtown location shall have preference over all others in the event of a space shortage and such employees will receive preference by order of seniority.



## 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 credits as well as received salary step increases in accordance with the vacation and salary policies.

#### **Section 2:**

##### Probationary Period.

- a. All newly hired employees shall be on probation for the first year employment. For each probationary week in which such probationary employee works less than one-half ( $\frac{1}{2}$ ) of their regularly scheduled hours of work there shall be added seven (7) calendar days to the probationary period.
- b. Probationary employees who receive a promotion, transfer or voluntary demotion to another position shall have their probationary period extended three (3) months.
- c. Any employee who has not received written notice of termination prior to the date of completion of their probationary period shall be considered to have completed their probationary period.
- d. Probationary employees shall have all of the rights provided by this Handbook except the right to grieve a suspension or discharge. Probationary employees shall normally receive thirteen (13) 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:**

##### Recruitment Procedure.

- a. Eligibles List. Job vacancies, unless as otherwise specified elsewhere in the Handbook, shall be filled from a list of eligible applicants (eligibles list) in accordance with procedure specified in the Filling Positions section of this Handbook. The eligibles list used to fill a vacancy shall be the list prepared for the job classification of that vacancy (job classifications specified in the Wage Schedule of this Handbook). Such lists shall remain in effect for a maximum of one hundred eighty (180) days.
- b. 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 the President and Business Representative of the Employee Group's Representative.
- c. Recruitment Posting. When an eligibles list is to be prepared, notice that applications are being accepted for the list shall be mailed or emailed by the County to each of the certified stewards or their designees of the Employee Group's Representative and such department heads as the County may desire. The County shall post such notices on bulletin boards which shall be located in each work area of the County. Such notices shall indicate classification title, the salary range, the minimum qualifications required of applicants, the department and anticipated functional area(s) and location(s) of the job, and the final date of acceptance of the applications. If the anticipated functional area(s) and location(s) change subsequent to certification, such information will be made available to the certified applicants. Functions or locations of posted positions will not be changed subsequent to posting for arbitrary or capricious reasons. Such notices shall be mailed not less than ten (10) working days before final date of acceptance of applications.
- d. Whenever an affirmative action job category is below parity, the County and the Employee Group shall utilize expanded certification and/or alternative selection as described in the Civil Service Ordinance. Expanded certification and/or alternative selection shall be used for internal recruitment or open competition as necessary to meet affirmative action goals.

#### **Section 2:**

##### Filling Positions.

- a. Temporary Assignment. The County may fill a vacant position or job in order to meet the needs of the County on a temporary basis pending consummation of the procedures relating to a permanent filling of such position. This provision shall not be used to avoid or delay the permanent filling of any position on a permanent basis.
- b. Interim Appointments
  1. Employees accepting an interim appointment shall remain eligible for benefits of this Handbook while serving in an interim capacity.
  2. Employees have the explicit right to decline such appointment without fear of reprisals or of being passed



## EMPLOYEE BENEFIT HANDBOOK

over for promotion or interim appointment in the future.

- c. Hiring, Transfer, Promotion or Voluntary Demotion. The County shall have the option of recruiting to fill positions from one of the following sources:
- Dane County Civil Service employees (internal recruitment).
  - All eligible applicants (open recruitment), inclusive of Employee Group and Civil Service employees.
1. Applicants coming through one of the above sources who possess the minimum qualifications as posted, and, if advertised, shall be admitted to an examination. Examinations shall pertain to the duties and responsibilities generally assigned to the classifications being recruited for. Such exams shall consist of questions that are asked of all qualified candidates and, if oral exams are utilized, all candidates shall be examined by the same oral board. Examination papers shall be open to public inspection at such time and under such conditions as the Personnel and Finance Committee shall decide. Those applicants who rank in the top four (4) composite scores from an internal recruitment shall be certified to the appointing authority of the department where the position being filled exists for selection among such applicants to fill that position. Those applicants who rank in the top eight (8) composite scores from an open recruitment shall be certified to the appointing authority of the department where the position being filled exists for selection among such applicants to fill that position. The composite score sources are as follows:
    - a. Examination with a maximum point total possible of 100 points.
    - b. The applicant's seniority, in the event the applicant is a member of EG's 65, 705, 720, 1871, or 2634, shall be determined and two points shall be added for each year or major fraction thereof up to a maximum of ten (10) years and thereafter, one (1) point shall be added for each year or major fraction thereof which shall be added to form the applicant's composite score. In the event another County employee group extends reciprocal recognition of this employee group's seniority, the above recognition of seniority will apply. In the event another County employee group does not extend reciprocal recognition of this employee group's seniority, the above recognition of seniority will not apply.
    - c. When open recruitment is used, veteran's points as provided by law.
  2. If more than one vacancy exists within the same job classification at the time an eligibles list is being used to fill such vacancies, one (1) additional composite score beyond that provided above shall be considered for hiring, promotion, transfer or demotion for each additional vacancy beyond one (e.g., for two vacancies in the same classification to be filled through internal recruitment, the top five (5) composite scoring applicants shall be considered with two of these applicants being promoted, transferred or demoted to these two vacancies, etc.).
  3. The hiring process may include references and a background check.
  4. Upon request the employee has the right to review the results of the selection process with the appointing authority.



## EMPLOYEE BENEFIT HANDBOOK

### Section 3:

#### Provisional Appointments.

- a. Recruitment For Positions Occupied By Employees On Leave. In the event that an employee having permanent status shall have secured a leave of absence for more than sixty (60) days or in the event that an employee shall have been absent because of illness or injury for more than thirty (30) days and it can be reasonably expected that such employee will not return to work for an additional thirty (30) days, the position being filled by the absent employee may be posted as a temporary vacancy in accordance with Eligibles List above with the further option of open recruitment as defined in Hiring, Transfer, Promotion or Voluntary Demotion above.
- b. Filling Positions Occupied By Employees On Leave. Such vacancies as defined in Provisional Appointments – Recruitment for Positions Occupied by Employees on Leave. above shall be filled in the same manner as provided in Hiring, Transfer, Promotion or Voluntary Demotion above and employees filling such position vacancies shall in all ways be treated as other original hires, promotions, transfers, or voluntary demotions and be defined as provisional appointments except that in the event that the employee on leave shall return to their position, the provisional appointee who is an original hire shall be terminated without rights under the layoff-rehire provisions and other provisional appointees shall be returned to their former position with the pay and other benefits being applied as though no promotion, transfer or demotion had occurred.
- c. Permanent Filling Of Positions Occupied By Employees On Leave. In the event that it is determined that the employee on leave shall not return to their position, the provisional employee will receive permanent appointment to such position after the trial or probationary period has been satisfactorily completed.



## EMPLOYEE BENEFIT HANDBOOK

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

#### Section 1:

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

#### Section 2:

##### Accrued Sick Leave Credit Conversion

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

1. dies while a County employee, or
2. retires from County service and, within sixty (60) days of their last day paid, applies for a retirement annuity from the Wisconsin Retirement Fund and/or Social Security, shall have their hours of sick leave credit, not to exceed one thousand eight hundred (1800) hours as of their date of retirement or death, converted to a monetary value (referred to herein as their "sick leave conversion") equal to the product of their hours of sick leave credit, but not to exceed one thousand eight hundred (1,800) hours, multiplied by their normal hourly rate of pay or the Conversion Rate (as further defined below) in effect as of their 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 their conversion date, to delay such conversion to a later date within the ten (10)-year period following their 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 they shall designate the person(s) who shall receive any sick leave conversion balance remaining after the date of their 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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their 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 1800 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.



## EMPLOYEE BENEFIT HANDBOOK

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.



## EMPLOYEE BENEFIT HANDBOOK

### 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, 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 the employee group wage schedule shall be the minimum salaries for the classifications shown and shall be attached hereto and made a part hereof for the life of this Handbook. This Section shall not be construed to prevent the County from creating new classified positions within the salary structure shown. The County shall notify the Employee Group Representative of the creation of any new job classification within their employee group and provide the job description. The Employee Group Representative shall have the right to grieve the placement of the classification in the pay structure within ten (10) days after receipt of notice.
- b. Salary P.E.O.P.L.E. Deductions. Upon receipt of a written request authorizing PEOPLE contributions, the County will deduct the designated amount from the employee's pay. Such deductions may not include the dues of any labor organization. The County shall provide to the Employee Group Representative a list of employees who have authorized P.E.O.P.L.E. deductions. Such orders shall be terminable in accordance with the terms of the order the employee has on file with the County.

#### **Section 3:**

##### Salary Increments – Normal.

- a. Employees shall be hired at no less than the first or 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 bi-weekly pay period after employee has earned thirteen (13) longevity credits. Employees shall thereafter be advanced according to the salary schedule defined in the wage schedule of the collective bargaining agreement, unless at least thirty (30) days prior to date on which an increase is scheduled, the department head notifies the employee in writing that the increment increase is being denied. The written denial shall give the reasons thereof and shall be grievable.
- b. At the discretion of the County Executive, employees may be hired or promoted at steps above Step 2 in which case they will be advanced to steps above as is provided in (a) of this Section.
- c. An employee who is promoted or reclassified shall be placed in the step in the new salary range that is nearest, but not less than, one step above the salary of the employee prior to the promotion. If the resulting increase is less than a full step in the new range, an additional step shall be granted and the resulting salary will not be in excess of the maximum of the range. A full step in the new range shall be computed by subtracting step A of the new range from



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- step B of the new range. The employee shall move to the succeeding step(s) based on the increment time between said step(s).
- d. 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.
  - e. The rate of pay of demoted employees shall be such rate as determined by the County in the range of such lower classification. An employee who is demoted shall be placed at a step level of the salary range for the position to which they have been demoted which is nearest to the salary or step level he or she was at prior to the demotion, but not to exceed the maximum of the salary range of the position he or she has been demoted to.



## 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 post a master seniority list quarterly on the Connect2Dane.com website.

#### **Section 2:**

##### Seniority.

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

- a. Seniority shall be defined as the calendar time spent in the employ of the County from the most recent date of hire, except as provided herein. While on probation, employees shall not acquire or accumulate seniority. Upon completion of probation, employees shall receive seniority credits retroactive to the date of their most recent employment.
- b. Employees on military leave shall earn and accumulate seniority in accordance with State and Federal statutes and as provided in Section 18 of the county ordinance and the Military Leave of Absence Policy of this Handbook.
- c. Employees on leave of absence without pay as provided in the Leave of Absence 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.
- d. Employees who are promoted into non-employee group positions shall cease to accumulate seniority unless such employee returns to the Employee Group within the ninety (90) day trial period in which event all time out of the former position in the Employee Group shall be accumulated.
- e. Employees seniority shall be terminated and lost when:
  1. The employee quits and is not hired pursuant to Section 18 of the county ordinance (permissive re-employment) or is discharged for just cause,
  2. The employee fails to return to work upon expiration of a leave of absence; within ninety (90) days after a military tour of duty (as provided by law); or fails to respond to a recall from lay-off in accordance with the Layoff policy of this Handbook.



## EMPLOYEE BENEFIT HANDBOOK

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

#### **Section 1:**

##### Separation from County Service Benefits.

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

#### **Section 2:**

- a. Employees who retire prior to age 65 but not before age 55 or who become totally disabled and by retirement or disability are eligible for at least the minimum Wisconsin Retirement Fund and/or Social Security retirement or disability benefits and who have exhausted their sick leave credits, shall be allowed to participate in the County's group hospital, surgical, major medical and dental insurance plans until they die, 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, their spouse or their 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 eight hundred (1,800) 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 they 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 their 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, they shall be made whole for any necessary travel expense or loss of earnings incurred as a result of being directed to the County Doctor. The County may require at the County's expense a medical certificate or other appropriate verification of sick leave absence.
- g. Supplemental Sick Leave Bank. If an employee has reached the maximum number of hours allowed for conversion at retirement (the "cap"), the County will automatically deposit unused, accrued sick leave hours above the cap into a supplemental sick leave bank at the end of each payroll year. The hours deposited in the supplemental sick leave bank may be used during any absence caused by a medical condition that would be covered under the Family and Medical Leave Act (FMLA). The condition must be confirmed in writing by the treating physician, but the County will not require employees to submit the Health Care Provider Certification required for an FMLA leave. Employees may use the supplemental sick leave bank even if they have exhausted the number of hours available under the limitations of the FMLA during a rolling calendar year. The number of hours deposited in the supplemental sick leave bank shall be limited to 480 hours.



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### **SUBJECT: STANDBY DUTY-PUBLIC SAFETY COMMUNICATIONS TECHNICAL SUPPORT**

1. The Technical Services Division (TSD) of the Department of Public Safety Communications (DCPSC) maintains two, 24 hour telephone numbers for reporting and seeking urgent assistance with radio and other systems maintained by TSD.
2. A TSD Public Safety IT Specialist II (PSIT 2) will perform standby duty on a voluntary basis subject to the following conditions:
  - a. Staff are encouraged to volunteer for weekly shifts that share the workload and limit schedule conflicts. Volunteers will notify the Technical Services Manager (TSM) of their interest by the 1<sup>st</sup> of the month that is seven months prior to the month in which shifts will be assigned. For example, August shifts must be sought by January 1<sup>st</sup> of the same year. Conflicts will be resolved by seniority.
  - b. The TSM will assign weekly shifts by the 14<sup>th</sup> of the current month for the seventh month following the current month. For example, August shifts will be assigned by January 14<sup>th</sup>. Whenever there are insufficient volunteers to meet scheduling needs for a given month, employees shall be assigned in reverse seniority, if qualified, to the unfilled shifts for that month, and with the intent to not force an employee twice in the same month.
  - c. Volunteers and non-volunteers may switch assignments in any increment that has no net effect on payroll nor coverage and with notification to the TSM.
  - d. Managers may choose to cover available shifts.
3. TSD staff shall be exempt from PSTS duty in any of the following cases:
  - a. The employee is classified as a Public Safety IT Specialist (PSIT) I or Radio System Administrator (RSA).
  - b. It can be demonstrated that extenuating circumstances would preclude an employee from being able to carry out PSTS duty.
  - c. The health of the employee prevents them from performing the service.
  - d. The employee is on a leave of absence.
  - e. The employee has served involuntarily for the preceding two weeks.
4. County shall provide staff with adequate training and assistance to provide PSTS.
5. Both 24 hour telephone numbers will ring to the employee on standby duty. The employee will respond to calls within 10 minutes by telephone or text message, and when necessary, be on-site within one hour. The employee may correct the issue, engage a vendor or notify a manager. Involved employees will document each call in the TSD ticketing system.
6. PSTS shifts are as follows:



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- a. 15.5 hour shifts
    - i. Monday 1630 through Tuesday 0800
    - ii. Tuesday 1630 through Wednesday 0800
    - iii. Wednesday 1630 through Thursday 0800
    - iv. Thursday 1630 through Friday 0800
    - v. Friday 1630 through Saturday 0800
  - b. 12 hour shifts
    - i. Saturday 0800 through Saturday 2000
    - ii. Saturday 2000 through Sunday 0800
    - iii. Sunday 0800 through Sunday 2000
    - iv. Sunday 2000 through Monday 0800
  - c. Holidays 8.5 hours between 0800-1630 on County Holidays
  - d. Weekly shifts change Wednesdays at 1630.
7. Compensation shall be:
- a. Two hours of compensatory time per shift in PSTS status.
  - b. Four hours of compensatory time per shift in PSTS status when the majority of the hours on shift occur on a holiday.
  - c. Actual calls will be compensated per the "CALL BACK/ON CALL PAY" portion of the Employee Group 1871 Employee Benefit Handbook.
8. Employees who are called out to respond to a PSTS emergency and who must travel to the worksite to acquire necessary equipment to respond to the emergency will be paid for travel in accordance with County policy.



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### **SUBJECT: SUBCONTRACTING**

#### **Section 1:**

##### Subcontracting.

- 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. Policy. It shall be the policy to develop training and retraining programs designed to improve the skills of employees relative to the jobs they currently perform and for jobs to which they may be promoted.
- b. Employee Training. When an employee's attendance at training or educational sessions is directed by the County, or if such approved training is required in order to maintain certification(s), licenses and/or professional standards required for the position by the County, such attendance will be without loss of pay and at the County's expense.
- c. Education Leave. Employees may apply for an education leave of absence without pay. Such requests will be granted at the discretion of the County. Any leave request denied by the employee's supervisor(s) can be appealed to the County Director of Administration or their designee whose decision is final.
- d. Education Opportunities Posting. The County shall timely make information regarding educational opportunities available to staff members.
- e. Continuing Education and Conferences. The County will release with pay each employee to attend approved professional conferences where such conferences are related to their professional practice.



## 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, and if said takeover negatively affects the Employee Group's employees, the County hereby agrees to meet and confer with the Employee Group's Representatives relative to the aforesaid affects. The interested stakeholders may access the ordinance procedures in D.C.O. s.18.24 to address such transfers and their effects.



## 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: UNDESIRABLE HOURS PREMIUM PAY**

#### **Section 1:**

Undesirable Hours Premium Pay. Employees covered by this policy shall receive undesirable hours premium pay as hereinafter defined:

- a. The undesirable hours period shall be defined as anytime between 6:00 p.m. and 6:00 a.m. and as anytime on Saturday and Sunday.
- b. Employees who receive time and one-half pay for time worked during such periods shall not also receive undesirable hours premium pay for the same time.
- c. Employees who take compensatory time off for hours worked during such periods shall not receive undesirable hours premium pay or its equivalent in time off.
- d. Effective 12/20/20, employees shall be paid undesirable hours premium pay for work performed during the undesirable hours period at the rate of one dollar (\$1.00) per hour for work actually performed on the job.
- e. The provisions of (d) above shall be applicable once and only once to each shift starting or ending during the period described in (a) above.

#### **Section 2:**

- a. Employees holding the following classifications shall be subject to said pay as listed above when they are directed to work between the hours of 6:00 p.m. and 6:00 a.m. and anytime that an employee is directed to work on Saturday and/or Sunday: Help Desk, Senior Systems Administrator, Network Systems Programmer, Senior Security Administrator, Management Information Specialist and Senior Land Information Specialist.



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**SUBJECT: UNEMPLOYMENT COMPENSATION**

**Section 1:**

- a. The County will provide Unemployment Compensation Insurance.



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**SUBJECT: UNIFORM ALLOWANCE**

**Section 1:**

Uniform Allowance.

- a. In the event that any employee shall be required as a condition of their employment to wear any particular kind of uniform or other special clothing, identification patch or material or any protective gear or device, such uniform, special clothing, identification, or protective gear shall be furnished by the County. For employees required to wear safety shoes or boots, the County shall reimburse up to one hundred ten dollars (\$110.00) annually to such employees.



## 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:**

- a. Employees shall be allowed to select their vacation at any time, provided such selection does not adversely affect the department's operations as determined by management. Any conflicts between employees in scheduling vacations shall be decided by seniority. It is the policy to encourage employees to use all vacation credits annually. When all vacation credits are not used during the year in which they are earned, such remaining vacation credits as employees may have, shall be carried into the following year and must be used before the last day of the payroll year or it may be transferred to the Sabbatical Leave Bank, if possible.
- b. Employees shall be encouraged to use vacations in sustained periods of one 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 - of one hour or more - this provision shall not be a bar to such use.

#### **Section 3:**

##### Vacation Bank.

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

- a. Effective 12/20/20, employees may contribute up to seven hundred fifty two (752) hours of vacation time to a Vacation Bank. A deposit into the vacation bank may be made at any time during the payroll year but no later than the last day of the payroll year following the year in which said vacation was earned.
- b. Employees may use vacation time from their Bank according to the normal procedures used for the use of vacation contained in this policy.
- c. Upon termination of employment or retirement all time remaining in the Vacation Bank shall be paid at the employee's normal rate of pay (including longevity pay).



## EMPLOYEE BENEFIT HANDBOOK

### Section 4:

#### Rate of Earning Vacation Credits.

All employees shall earn annual paid vacation credit as per the following:

- a. 1st through the 5th year of employment - one hundred twenty (120) hours each year.
- b. 6th through the 10th year of employment - one hundred sixty (160) hours each year.
- c. 11th through the 14th year of employment - one hundred seventy-six (176) hours each year.
- d. 15th through the 20th year of employment - two hundred twenty-four (224) hours each year.
- e. 21st year and thereafter - two hundred forty (240) hours each year. Said annual vacation hours shall be prorated for part-time employees.



## 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).



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- 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 their employment with Dane County, shall report a suspension or revocation of their license to their 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 prohibited;



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- 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 under the Risk Management section for the reporting of accidents. Department heads or their designee shall review



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all accidents involving their 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 their 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 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. This leave cannot be used in place of Family Medical 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 (to be used consecutively or intermittently as mutually agreed by the employee and the department head). Approved time off should be used within one year of approval. 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 fees shall be deducted during the next pay period in which the employee receives sufficient compensation to cover the amount of fees.



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### **SUBJECT: VOTING**

#### **Section 1:**

- a. Time Off For Voting. If an employee is unable to vote in a municipal, state, or national election during non-working hours; they 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 their Worker's Compensation payment such supplemental payment as will equal their 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 their Worker's Compensation plus supplemental pay accumulated since the date of their 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.