DANE COUNTY
EMPLOYEE BENEFIT HANDBOOK

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SUBJECT: INTRODUCTION

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

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

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

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

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 720: Joint Council of Unions
   EG 705: Joint Council of Unions
   EG 65: Union Local 65
   EG 1871: Dane County Professional Employees
   EG 2634: Dane County Professional Social Workers
   EG 1199: HealthCare Wisconsin
   EG Attorneys: Dane County Attorney’s

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                        Date
County Executive
SUBJECT: ACTING CLASS PAY

This policy only applies to employees who are in job classes that were covered by the following collective bargaining agreements on December 14, 2014.

Section 1: (EG 720/EG 705/EG 65/EG 2634)

(a) An employee who is assigned by management to a position classified in a higher pay range than his/her own position is classified shall, after working forty (40) hours in a higher classified position, receive additional compensation under the same provisions as provided for in paragraph (b). 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.

(b) Employees who are promoted or reclassified shall be advanced not less than one (1) step upon advancement, which shall not be below the first step of the range of their new classification. Upon earning six and one-half (6-1/2) longevity credits in the step of the range into which they are advanced, increment increases shall be made as provided for in paragraph (c) of this Section.

(c) 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 six and one-half (6-1/2) longevity credits. Employees shall thereafter be advanced one step in their classification salary range for each additional thirteen (13) longevity credits earned until they reach the maximum unless at least thirty (30) days prior to the annual date 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.

Section 2: (EG 1871)

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 step B of the new range. The employee shall move to the succeeding step(s) based on the increment time between said step(s).
SUBJECT: ALLIANT ENERGY CENTER COMMITTEE

This policy only applies to employees who are in job classes that were covered by the following collective bargaining agreements on December 14, 2014.

EG 65
Building & Construction Trades Council of S Central WI

Section 1: (EG 65)-
ALLIANT ENERGY CENTER (AEC) COMMITTEE

It was agreed that representatives would meet to address issues which may arise from time to time or to examine issues of common interest in an effort to improve the working relationship at the Alliant Energy Center (AEC). This committee will review, study, develop, discuss and make recommendations regarding how the working relationship may be improved for the benefit of both the AEC and its employees, including discussions regarding limiting the number of consecutive work days, LTE employment, and the prospect of an Authority managing the AEC and the impact on unit employees. This policy is to establish the working basis for such a committee.

Committee Establishment: A committee of eight (8) members is hereby established for the purpose set forth below. The County and the employee group shall each appoint four (4) members of the committee. The County representatives on the committee shall include a representative from the Executive’s office plus three other members. The employee representatives on the committee shall include the designee of the employee group’s representative, if any, or his/her designee plus three other members. The committee shall elect a chairperson. Members of the committee shall be in pay status and time served shall be considered as part of regular work shift.

Quorum: Seven (7) members shall constitute a quorum. Action taken by the committee shall be by simple majority of those attending a particular meeting.

Meeting Notices: Meetings shall be scheduled periodically at mutually agreeable times consistent with the timetable incorporated herein. The chairperson shall provide written notice of the meetings to each member of the committee and will provide an agenda of what is to be discussed at a particular meeting. Members wishing to place items on the agenda shall contact the chairperson. The length of a particular meeting will generally not exceed two (2) hours, but will be determined by the progress being made at that meeting.

Minutes: The committee shall designate a member to keep minutes. The minutes shall be subject to approval by the committee. In an effort to stimulate the free and open exchange of information necessary to the committee’s success, minutes of meetings shall not be used by either party in any subsequent proceedings.

Recommendation: Any recommendations, in written form, shall be presented to the employee group representative if any. Recommendations shall not be used by either the County or Employee group in support of their positions in any subsequent Hearing officer proceeding.
Section 2: (Building & Construction Trades Council of S Central WI):

It was agreed that representatives of the County and Employee group would meet to address issues which may arise from time to time or to examine issues of common interest in an effort to maintain and improve the working relationship at the Alliant Energy Center (AEC). The County and Employee group have established this committee to review, study, develop, discuss and to make recommendations regarding how the working relationship may be improved for the benefit of both the AEC and its employees, including discussions regarding limiting the number of consecutive work days, other time-off issues, and the prospect of an Authority managing the AEC and the impact on employees covered in this employee group.

Committee Establishment: A committee of four (4) members is hereby established for the purpose set forth herein. The County and the Employee Group shall appoint two (2) members of the committee. Employee members of the committee shall be in pay status and time served shall be considered as part of regular work shift.

Meeting Notices: Meetings shall be scheduled at the request of either the County or the Employee Group but not more frequently than on a quarterly basis at mutually agreeable times. The length of a particular meeting will generally not exceed two (2) hours, unless it is agreed otherwise.
SUBJECT: BPHCC EMPLOYEE GROUP’S REPRESENTATIVE OFFICE

This policy only applies to employees who are in job classes that were covered by the following collective bargaining agreements on December 14, 2014.

Section 1: (EG 720/EG 705)

Badger Prairie Health Care Center will include a room designated as an office for its Employee Group’s Representative, if any, to conduct Employee Group business. The Employee Group’s Representative shall pay rent for the use of the room.
SUBJECT: BPHCC LABOR/MANAGEMENT COMMITTEE

This policy only applies to employees who are in job classes that were covered by the following collective bargaining agreements on December 14, 2014.

Section 1: (EG 720/EG 705)

The parties will form and participate in a labor/management committee to discuss changes that may be required or desired as staff transition into the new scheduling, staffing or building issues or concerns at the Badger Prairie facility. This Committee will replace the Scheduling Committee currently in place. However, scheduling issues will be discussed in the context of transitioning to the new facility.

The study committee will consist of eight (8) members. The County and the Employee groups shall appoint four (4) members of the committee. Members of the committee shall be in pay status and time served shall be considered as part of the regular work shift.

Meetings of the Committee will be scheduled periodically at mutually agreeable times, but no less than monthly. County representatives will compile an agenda and minutes for each meeting. Members wishing to place items on the agenda shall send their request to the County representative responsible for the agenda. The length of a particular meeting will generally not exceed two (2) hours, but will be determined by the progress being made at the meeting.
EMPLOYEE BENEFIT HANDBOOK

SUBJECT: BILINGUAL CLASSIFICATION PAY

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 $0.75 per hour for all hours worked. Incumbents currently holding a bilingual position shall not be reclassified solely to remove the bilingual classification. The Bi-lingual pay will begin effective January 10, 2017.

This provision shall not apply to Medical Interpreter, Medical Interpreter/Hmong or Court Interpreter positions.
SUBJECT: BILL OF RIGHTS FOR REGISTERED NURSES

This policy only applies to employees who are in job classes that were covered by the following collective bargaining agreements on December 14, 2014.

Section 1: (EG 1199)

Dane County and the Employee Group recognize that the American Nurses Association has adopted a Policy Statement entitled “Bill of Rights for Registered Nurses” (the “Policy”).

The County and the Employee Group recognize that this Policy reflects the thinking of the nursing profession on the issues addressed in the Policy. The County and the Employee Group also recognize that the practice of nursing is governed by state laws, rules and regulations and, in the employment context, is subject to the rules and policies of an employer and any applicable collective bargaining agreement.

The County and Employee Group will work together through their Professional Practices Committees to gain a better understanding of the Policy and how it relates to County employment. It is expressly understood that the terms of the Policy are not subject to the grievance procedure of the Handbook.

The Policy may be posted in employee work areas at all permanent work sites in the Public Health Department and in employee work areas on each unit at Badger Prairie Health Care Center and other appropriate places.
SUBJECT: BULLETIN BOARDS

This policy shall apply to all employees.

Section 1
The county shall provide the following for the purposes of employee information dissemination by an Employee Group’s Representative or interested stakeholder:

a. Use of bulletin board space in convenient places in each work area;
b. Reasonable use of the county electronic mail system, and;
c. The posting of notices shall be by Employee Group Representatives stewards, or his/her designee, or an interested stakeholder.
SUBJECT: BUS PASSES

This policy applies to all employees

**Bus Pass Subsidy.** County employees, including Limited Term staff, are provided bus passes at no cost if there exists a grant fund. Should the grant funding end, the County shall implement a subsidy program. Employees shall contact rideshare@cityofmadison.com or call 266-7433 to obtain a bus pass.
SUBJECT: CALL BACK/ON CALL PAY

This policy only applies to employees who are in job classes that were covered by the following collective bargaining agreements on December 14, 2014.

Section 1: (EG Attorney’s)

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

Section 2: (EG 1199)

a. Public Health Weekend On-Call. Employees may be assigned on call and shall be paid for such on call at the hourly rate of $1.50 per hour. On call will not be assigned in less than 4 hour increments. The County will first seek volunteers for the call based on qualifications and program where the call is necessary. The most senior employee working in the program who is qualified for the work will be given the first opportunity for assignment. In the event there are insufficient volunteers, the County will assign in inverse order of seniority.

b. Call Back. An employee called back for duty or called in on said employee’s day off will be guaranteed an amount equal to two (2) hours pay at one and one-half (1 1/2) times the employee’s regular rate of pay for the day. If such duty is shorter than two (2) hours in duration, the employee shall not be required to remain on the premises, when the duty for which the employee was called, has been completed. An employee called to complete an assignment at home without physically reporting to work shall receive a minimum of one (1) hour pay. Work schedules will not be changed because of call back time in order to avoid overtime, except where the call back consists of a full eight (8) hour shift.

Section 3: (EG 720/ EG 705 / EG 65)

a. Call In. All County employees shall respond to a call to work outside of their regular schedule of hours by their department head or others designated by the department head. A minimum of two (2) hours shall be granted to any employee who is called to work outside of his/her regular schedule of hours or who reports to work as scheduled and is sent home. Only department heads or those designated by department heads shall have the authority to work more than the regular schedule of hours or direct other employee to work overtime. No employee shall be sent home or denied his/her regular work schedule of hours to avoid the payment of overtime.

Section 4: (EG 720/ EG 705)

Employees who are called by a supervisor or designee, or who are authorized by a supervisor to perform work at home shall be paid for all such time worked in twelve (12) minute increments.
Section 5: (EG 1871)

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 his/her regular work schedule of hours to avoid the payment of overtime.

Section 6: (Building & Construction Trades of S Central WI)

a. **Call In.** All County employees shall respond to a call to work outside of their regular schedule of hours by their department head or other designated by the department head. A minimum of two (2) hours shall be granted to any employee who is called to work outside of his/her regular schedule of hours or who reports to work as scheduled and is sent home. Only department heads or those designated by department heads shall have the authority to work more than the regular schedule of hours or direct other employees to work overtime.

Employees who are called at home to perform work which requires that they utilize a computer shall be paid for actual time worked rounded to the next highest one-half hour.
SUBJECT: C.N.A MANDATION EXEMPTION

This policy only applies to employees who are in job classes that were covered by the following collective bargaining agreements on December 14, 2014.

(EG 705)

The three most senior Certified Nursing Attendants will be exempt from mandatory overtime assignments except in the event of a bona fide emergency that requires the mandation.
SUBJECT: CHARGE PAY/STAFF

This policy only applies to employees who are in job classes that were covered by the following collective bargaining agreements on December 14, 2014.

Section 1: (EG 720/ EG 705)

Licensed Practical Nurses - Charge Pay

a. Licensed Practical Nurses who are designated to serve as Charge Nurse shall receive the same differential rate paid to Registered Nurses for said duty, but no less than two dollars ($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 Nurse.

b. Selection for Charge Nurse duties shall be based upon the following criteria:

   1. Relevant Training
   2. Relevant Work Experience
   3. Ability to function as a Charge Nurse

c. Any Licensed Practical Nurse wishing to work as a Charge Nurse shall notify the County. The County shall determine whether said Licensed Practical Nurse possesses the requisite ability under paragraph b above. The designation of a Licensed Practical Nurse as Charge Nurse shall be based on the needs of the facility.

Section 2: (EG 1871)

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.
Section 3: (EG 1199)

a. **BPHCC Charge Nurses:** One nurse will be assigned charge on the AM and PM shift. If eight or less nurses are scheduled per shift, two nurses will be assigned charge. If one nurse is assigned charge and the staffing decreases, the nurse in charge will assign the second charge nurse.

Two nurses will be assigned charge on the night shift, but if more than two nurses are scheduled when the new facility opens, then only one nurse will be assigned night charge.

b. **BPHCC full time straight shifts:** The County agrees to maintain six (6) permanent full-time straight shifts among the shifts at Badger Prairie Health Care Center. Employees will be granted these shifts on the basis of seniority. (Note: These are shift, not Household assignments.)
SUBJECT: CLEAN UP TIME

This policy only applies to employees who are in job classes that were covered by the following collective bargaining agreements on December 14, 2014.

Section 1: (EG 65)

a. Clean Up Time. Clean up time is established at five (5) minutes prior to lunch and ten (10) minutes prior to the end of the shift for all employees in the employee group except employees of the Henry Vilas Zoo who shall have an additional five (5) minutes of clean up time at the end of their shift.
SUBJECT: COACHING NOTE

This policy applies to all employees

Dane County Coaching Note

(Performance Reasons - Non-disciplinary)

NAME OF EMPLOYEE:

EMPLOYEE WAS COACHED FOR:

________________________________________________________

________________________________________________________

________________________________________________________

________________________________________________________

________________________________________________________

________________________________________________________

________________________________________________________

________________________________________________________

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 ___________________________ Supervisor Signature ___________________________

Date ___________________________ Employee Signature ___________________________

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


SUBJECT: COMMERCIAL DRIVERS LICENSE

This policy only applies to employees who are in job classes that were covered by the following collective bargaining agreements on December 14, 2014.

Section 1: (EG 720/ EG 705 and EG 65)

Dane County employees who lose their required CDL will continue to be employed by the County for up to one (1) year following the employee’s conviction of a crime for which the employee’s CDL was revoked provided:

1. The loss of the CDL is for non-work related causes, and
2. The employee remains available for work.

This provision is limited to ten (10) employees in each employee group at any one time. In the event all slots are filled, the more senior employee shall receive the benefit of this provision.

This provision may be accessed by an employee only one (1) time in the event of the loss of the CDL as the result of a non-work related drug or alcohol violation.

Upon reinstatement of CDL, the employee shall, as soon as possible, be restored to the position previously held before the transfer due to loss of CDL.

Section 2: (Building & Construction Trades of S Central WI)

Dane County employees who lose their required CDL will continue to be employed by the County at their current pay range for up to one (1) year following the employee’s conviction of a crime for which the employee’s CDL was revoked provided:

1. The loss of the CDL is for non-work related causes; and
2. The employee remains available for work

This provision is limited to two (2) employees in the employee group at any one time. In the event all slots are filled the more senior employee shall receive the benefit of this provision.

This provision may be accessed by an employee only one time in his/her career in the event of the loss of the CDL as a result of a non-work related drug or alcohol violation.

Upon reinstatement of CDL, the employee shall, as soon as possible, be restored to the position previously held before the transfer due to loss of CDL.
SUBJECT: COMPENSATION FOR TRAINING OFFICERS

This policy only applies to employees who are in job classes that were covered by the following collective bargaining agreements on December 14, 2014.

(EG 720)

Section 1: Compensation for Security Support Specialist and Jail Clerk Training Officers.

a. The County assigns several Security Support Specialists and Jail Clerks to serve as Training Officers (TO). When the County determines that it needs TO’s, it shall solicit interest from respective Security Support Specialists and Jail Clerks. The County shall establish reasonable criteria and shall consider the employees’ skills, qualifications, experience and seniority in making appointments.

b. Personnel assigned to a TO position shall receive compensatory time at the rate of one (1) hour of compensatory time for each eight (8) hours served as a TO. For partial shifts a TO will be compensated .5 hour compensatory time for four (4) hours or less of training and 1.0 hour of compensatory time for more than four (4) hours of training time.

c. Compensatory time off shall accrue at the rate of one and one-half (1 ½) hours for each overtime hour worked but shall not exceed fifty (50) hours payable as seventy-five (75) hours of compensatory time, at any time. Employees who have accrued seventy-five (75) hours of compensatory time may earn additional compensatory time during the payroll year when their accrual is reduced below seventy-five (75) hours. Such accrued compensatory leave time shall be taken at a mutually agreeable time. 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 carryover up to seventy-five (75) compensatory hours (fifty [50] hours payable as seventy-five [75]).

Section 2: Compensation for Communications Training Officers.

a. The County assigns several Communicators to serve as Communication Training officers (CTO). When the county determines that it needs CTO’s, it shall solicit interest from Communicators. The County shall establish reasonable criteria and then consider the Communicator’s skills, qualifications, experience and seniority in making appointments. Once an appointment is made the Communicator must attend an approved Communications Training Officer course selected by the department.

b. Personnel assigned as a CTO, shall receive one (1) hour of compensatory time for each eight (8) hours served as a CTO. To receive this compensatory time the CTO must be an active participant in the Dane County 9-1-1 training program and assigned by the departments Support Service Manager.

c. All employees assigned, as CTO during any part of a calendar year shall accrue compensatory time off at the rate of one and one-half (1 ½) hours for each hour of overtime but shall not exceed eighty (80) hours payable as one hundred twenty (120) hours of compensatory time at any time. CTO’s who have accrued one hundred
twenty (120) hours of compensatory time through overtime and/or training may earn additional compensatory time during the payroll year when the accrual is reduced below one hundred twenty (120) hours. 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 carryover up to forty-five (45) compensatory hours thirty (30) hour payable as forty-five (45).
SUBJECT: CONSOLIDATED FOOD SERVICE LTE'S

This policy only applies to employees who are in job classes that were covered by the following collective bargaining agreements on December 14, 2014.

Section 1: (EG 720/ EG 705)

a. Limited Term Employees will not be used to fill Lead Worker positions in the Division of Consolidated Food Services.
SUBJECT: COURT COMMISSIONERS AND LEAD COURT COMMISSIONERS

This policy only applies to employees who are in job classes that were covered by the following collective bargaining agreements on December 14, 2014.

(EG Attorney’s)

Section 1: Lead Court Commissioner

a. Filling in for Lead Court Commissioner. When the Lead Court Commissioner (a position outside the employee group) is unavailable and his/her duties need to be performed in that person’s absence, those duties shall be performed by the Deputy Lead Court Commissioner (a position in the employee group). During all times the Deputy Lead Court Commissioner is performing the duties of the Lead Court Commissioner, the Deputy Lead Court Commissioner shall be paid at the rate applicable to the Lead Court Commissioner.

If both the Lead Court Commissioner and Deputy Lead Court Commissioner are absent or unavailable, the opportunity to fill in for the Lead Court Commissioner shall be offered to another Court Commissioner in the employee group who has expressed an interest in such assignment. The Court Commissioner accepting such duty shall be paid on the same basis as set forth in the preceding paragraph.
SUBJECT: CYF TRANSFER LIST

This policy only applies to employees who are in job classes that were covered by the following collective bargaining agreements on December 14, 2014.

Section 1: (EG 2634)

a. The County will provide the employee group’s representative with a copy of the CYF transfer list on a quarterly basis. The employee group’s representative may request the transfer list on a more frequent basis.
SUBJECT: Death in Immediate Family

This policy only applies to employees who are in job classes that were covered by the following collective bargaining agreements on December 14, 2014.

Section 1: (EG 720/ EG 705/ EG 65/ EG 1871/ EG 2634/EG Attorneys/ Building & Construction Trades of S Central WI)

a. Permanent employees shall be allowed three (3) work days leave with pay in the event of the death of the following relations of the employee, his/her spouse or his/her Domestic Partner, which may be used on a non-consecutive basis within one year of the death of the qualifying relation: spouse, children, step-children, sponsored adult, foster children, siblings, step-siblings, parents, step-parents, foster parents, grandchildren, step-grandchildren, grandparents, step-grandchildren, 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.

Section 2: (EG 1199)

Permanent employees shall be allowed twenty-four (24) scheduled working hours (leave payment will be prorated based on the employee’s FTE status) leave with pay in the event of the death of the following relationship of the employee, his/her spouse or his/her domestic partner, which may be used on a non-consecutive basis within one year of the death of a qualifying relation: spouse, children, step children, foster children, siblings, step siblings, parents, step parents, foster parents, grandchildren, step-grandchildren, grandparents, step-grandparents, sponsored adult, brother-in-law, sister-in-law, son-in-law, and daughter-in-law. The forgoing familial relationships shall be subject to the terms of this section even if the term “step” is applicable in any instance.
SUBJECT: DEFINITIONS

Section 1 applies to all employees

Section 1: Definitions.

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 ninety (90) day period following the date of promotion, transfer or demotion wherein such employee shall be on a ninety (90) day trial period. During which time the employee shall be entitled to return to the job and department from which he/she came without prejudice if either the County or the employee so decides. 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.

This policy only applies to employees who are in job classes that were covered by the following collective bargaining agreements on December 14, 2014.

Section 2: (EG 720/ EG 705)
Trial Period for In-Classification Transfers for Badger Prairie Health Care Center (BPHCC) Employees:

a. The trial period for internal transfers will be a ninety-eight (98) day period following the date of transfer. The transferred employee must remain in the position transferred to for at least seventy (70) days, unless otherwise agreed or the County so decides. During this time, as provided herein, the employee shall be entitled to return to the household and/or shift from which he/she came without prejudice if either the County or the employee so decides.

b. This shall pertain to “in-house” in-classification transfers only.

c. Nursing Management will post all vacant shifts in a timely manner.

d. Nursing Management will apply to have all unfilled vacancies certified by the Employee Relations Division as soon as possible.
SUBJECT: DISABILITY INSURANCE

This policy applies to all employees

**Section 1: Disability Insurance.** The County shall provide employees with Disability Insurance. No employee shall be eligible to participate in the disability plan during his/her first six (6) months of employment. 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):

<table>
<thead>
<tr>
<th>Sick Hours Used</th>
<th>Employee Share</th>
<th>County Share</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.0 - 32.0</td>
<td>0%</td>
<td>100%</td>
</tr>
<tr>
<td>32.1 - 40.0</td>
<td>40%</td>
<td>60%</td>
</tr>
<tr>
<td>40.1 - 48.0</td>
<td>60%</td>
<td>40%</td>
</tr>
<tr>
<td>48.1 - 56.0</td>
<td>80%</td>
<td>20%</td>
</tr>
<tr>
<td>56.1 +</td>
<td>100%</td>
<td>0%</td>
</tr>
</tbody>
</table>

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.

a. **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.

b. **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.

c. **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.
SUBJECT: DISCIPLINE, SUSPENSION AND DISCHARGE

This policy applies to all employees.

Section 1: Discipline, Suspension, Discharge. 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.

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.

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.
SUBJECT: DIVERSITY AND EQUITY IN RECRUITMENT AND RETENTION COMMITTEE

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.

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.

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.

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.

The Committee will meet quarterly or more frequently as determined by the committee. Employees will be in pay status while in a committee meeting.
SUBJECT: DOMESTIC PARTNER

This policy applies to all employees

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

1. 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:
   a. They are in a relationship of mutual support, caring and commitment; and
   b. 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
   c. 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
   d. Both are eighteen (18) years of age or older; and
   e. Both are competent to contract; and
   f. 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
   g. They are not in a relationship that is merely temporary, social, political, commercial or economic in nature; and
   h. Both agree to notify the Employee Relations Manager of any change in the status of their alternative family relationship.

2. Domestic Partner – shall mean those adults in a registered alternative family.

3. Dependent – shall mean one who lives with a registered alternative family and is:
   a. A biological child of the Domestic Partner; or
   b. A dependent as defined under IRS regulations; or
   c. A ward of a Domestic Partner as determined in a guardianship proceeding; or
d. A person adopted by a Domestic Partner.

4. Mutual support – shall mean that the Domestic Partners contribute mutually to the maintenance and support of the alternative family throughout its existence.
SUBJECT: Donated Leave

This policy applies to all employees

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.
SUBJECT: ELECTION OFFICIALS

This policy applies to all employees

Election Officials

a) An employee appointed to serve as an election official is not required to work during the 24-hour period of an election day (12:00 a.m. to 11:59 p.m.) He or she may use personal time or county time under the following circumstances.

1. If the hours of work and the hours as an election official are concurrent:

   a. The employee may use his or her vacation, holiday and earned leave time during the period of time he or she would have been scheduled to work and serves as an election official. In such case, the employee receives normal pay and in addition is allowed to retain any compensation received for serving as an election official, or

   b. The employee may remain on the payroll and receive the difference between his or her regular salary and the amount received for serving as an election official.

2. If the hours of work and the hours as an election official are partially concurrent:

   a. The employee may use his or her vacation, holiday and earned leave during the period of time he or she would have been scheduled to work and serves as an election official. In such case, the employee receives normal pay and in addition is allowed to retain any compensation received for serving as an election official, or

   b. The employee may remain on the payroll and receive the difference between his or her regular salary and the amount received for serving as an election official for the hours that are concurrent. The employee will retain any compensation received serving as an election official for hours not concurrent with work hours. The offset for election pay applies only to those hours that are concurrent.

3. If the hours of work and the hours as an election official are not concurrent.

   a. The employee may use his or her vacation, holiday and earned leave; the compensation received for serving as an election official does not affect the employee’s compensation from the County, or

   b. The employee may remain on the payroll; the compensation received for serving as an election official does not affect the employee’s compensation from the County.

b) An employee who serves as an election official shall provide the appointing authority with at least seven (7) days’ notice of anticipated service as an election official.
SUBJECT: EMERGENCY PROTECTIVE SERVICES

This policy only applies to employees who are in job classes that were covered by the following collective bargaining agreements on December 14, 2014.

(EG 2634)

1. Emergency Protective Services (EPS) shall be provided by the Dane County Department of Human Services staff on a voluntary basis subject to the following conditions:

   a. A list of volunteers will be maintained by the Emergency Protective Services supervisor. Volunteers join with the understanding that they remain on the list for a six-month period of time. To be removed from the list prior to the end of the sixth month, a volunteer shall give a 30 day notice to the EPS supervisor.

   b. Volunteers shall be able to indicate the number of shifts per month they would be willing to serve on a month-to-month basis, up to a maximum of eight (8) shifts per month. Volunteers may also indicate their shift preferences, which shall be considered by the EPS supervisor when making monthly schedules.

   c. A list of non-volunteer social workers shall be maintained on a seniority basis with the least senior social worker to be selected first. Social workers exempt from non-voluntary EPS in accordance with 2. shall remain on the non-voluntary list in their relative positions of seniority but shall be red-lined and annotated according to the exemption. The list shall be maintained by the EPS supervisor, updated every six months, and available to all social work staff.

   d. Whenever there are insufficient volunteers to meet scheduling needs for a given month, social workers shall be assigned chronologically, if qualified, to the unfilled shifts for that month. Qualifications will not be defined by specialty.

   e. Volunteers and non-volunteers may switch assignments within the scheduled month per the following practice:

Emergency Service schedules for a given month are given to scheduled staff by the 10th of the preceding month. It is expected that each staff person check the work schedule immediately and if there is a conflict, the scheduled worker is to find an appropriate replacement and notify the EPS coordinator or supervisor of the changes as soon as possible prior to the 25th of the preceding month. This gives the scheduled staff approximately 15 days to make the conflicting schedule changes. Substitutions required due to unanticipated conflict or an emergency, e.g., illness, death in the family, etc., may be made by the EPS supervisor in accordance with 1. d) in the event the assigned social worker cannot locate another social worker with whom to switch or the EPS supervisor cannot find a volunteer to fill the shift vacancy created by the assigned social worker’s emergency situation. The EPS coordinator or supervisor should be notified immediately of such conflict or emergency so that appropriate coverage can be found.
2. Human Services staff shall be exempt from EPS duty when:
   (a) the employee has less than two (2) years experience as a Child Youth and Family (CYF) Social Worker with Dane County;
   (b) the health of the employee prevents him/her from performing the service;
   (c) the residence of the employee is too remote for the existing pager system.
   (d) it can be demonstrated that extenuating circumstances would preclude an employee from being able to carry out EPS duty.
   (e) the employee has served involuntarily on EPS for the previous six (6) month period.

3. The County shall provide staff with adequate training and assistance to provide emergency protective services as defined by statute.

4. EPS shall be provided in eight shifts per week as follows:
   - Monday, 5 p.m. to Tuesday, 7 a.m. (14 hours)
   - Tuesday, 5 p.m. to Wednesday, 7 a.m. (14 hours)
   - Wednesday, 5 p.m. to Thursday, 7 a.m. (14 hours)
   - Thursday, 5 p.m. to Friday, 7 a.m. (14 hours)
   - Friday, 5 p.m. to Saturday, 12 p.m. (19 hours)
   - Saturday, 12 p.m. to Sunday, 7 a.m. (19 hours)
   - Sunday, 7 a.m. to Sunday, 7 p.m. (12 hours)
   - Sunday, 7 p.m. to Monday, 7 a.m. (12 hours)

5. Compensation shall be as follows:
   a. Five (5) hours of pay at the employee's normal hourly rate for a 12 hour shift.
   b. Six (6) hours of pay at the employee's normal hourly rate for a 14 hour shift.
   c. Seven (7) hours of pay at the employee's normal hourly rate for a 19 hour shift.
   d. For holiday duty shifts as defined in 6 herein, the number of hours of pay shall be 7 hours for a 12 hour holiday shift, 8 hours for a 14 hour holiday shift and 9 hours for 17 hour and 19 hour holiday shifts.
   e. EPS staff called out for a case which is not their own shall be paid seventy five dollars $75 for the first two hours and shall receive compensatory time on an hour for hour basis for call out time in excess of two hours. Compensatory time accumulated while on EPS shall be credited to the employee regardless of the employee's current compensatory time balance.

6. The following schedule of EPS holiday shifts shall be exceptions to the standard EPS policy set forth in 4. above.

   When Christmas Eve/Day and New Year's Eve/Day fall on a weekday (except Friday): 7 a.m. Christmas/New Year’s Eve to 7 p.m. Christmas/New Year’s Eve (12 hours)
   7 p.m. Christmas/New Year’s Eve to 7 a.m. Christmas/New Year’s Day (12 hours)
   7 a.m. Christmas/New Year’s Day to 7 p.m. Christmas/New Year’s Day (12 hours) 7 p.m. Christmas/New Year’s Day to 7 a.m. the following day (12 hours)

   When Christmas Eve/Day and New Year's Eve/Day fall on a Friday:
   7 a.m. Christmas/New Year’s Eve to 7 p.m. Christmas/New Year’s Eve (12 hours)
   7 p.m. Christmas/New Year’s Eve to noon on Christmas/New Year’s Day (17 hours) Noon Christmas/New Year’s Day to 7 a.m. the following day (19 hours)
When Christmas Eve and New Year's Eve fall on a Saturday:

5 p.m. Friday preceding Christmas/New Year's Eve to noon Christmas/New Year's Eve (19 hours) Noon Christmas Eve/New Year's Eve to 7 a.m. Christmas Day and New Year's Day (19 hours)

When Christmas Day and New Year’s Day fall on a Saturday:
7 p.m. Friday preceding Christmas/New Year’s Day to noon Christmas Day/New Year’s Day (17 hours)

Noon Christmas/New Year’s Day to 7 a.m. the following day (19 hours) When Christmas Eve/Day and New Year’s Eve/Day fall on a Sunday:
Sunday, 7 a.m. to 7 p.m. (12 hours)
Sunday, 7 p.m. to 7 a.m. the following day (12 hours)

When holidays fall on Monday:
7 a.m. Monday to 7 p.m. Monday (12 hours)
7 p.m. Monday to 7 a.m. the following day (12 hours)

When July 4th falls on MTWT:
7 a.m. July 4th to 7 p.m. July 4th (12 hours)
7 p.m. July 4th to 7 a.m. the following day (12 hours)

When July 4th falls on a Friday: 7 a.m. to 7 p.m. (12 hours)
7 p.m. July 4th to noon on the following day (Saturday) (17 hours)

When July 4th falls on a Saturday:
5 p.m. Friday preceding July 4th to noon on July 4th (19 hours) Noon July 4th to 7 a.m. the following day (19 hours)
When July 4th falls on a Sunday: 7 a.m. to 7 p.m. (12 hours)
7 p.m. to 7 a.m. (12 hours)

7 a.m. Thanksgiving Day to 7 p.m. Thanksgiving Day (12 hours) 7 p.m. Thanksgiving Day to 7 a.m. the following day (12 hours)
7 a.m. Thanksgiving Friday to 7 p.m. Thanksgiving Friday (12 hours) 7 p.m. Thanksgiving Friday to noon the following day (17 hours)

7. Management recognizes the mutual interest in maintaining a voluntary professional EPS response. Therefore, if requested by the employee or employee representative, drafting of non-voluntary EPS staff shall be reviewed every six (6) months by CYF division management with employees and/or employee representatives with the intent to strengthen the voluntary system or to make other changes in the system as appropriate.

8. Employees who are called out to respond to an EPS emergency and who must travel to the worksite to acquire necessary equipment to respond to the emergency will be paid for travel from the employee’s point of origin to the worksite in addition to other eligible mileage.
SUBJECT: EMPLOYEE GROUP REPRESENTATIVE LEAVE/EMPLOYEE GROUP REPRESENTATIVE CONFERENCES & CONVENTIONS

This policy only applies to employees who are in job classes that were covered by the following collective bargaining agreements on December 14, 2014.

Section 1: (EG 720/ EG 705/EG 65/EG 1871/EG 2634)

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. 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
EMPLOYEE BENEFIT HANDBOOK

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.

Section 2: (EG 1199)

a. An employee shall be granted an Employee Group Leave of Absence for Employee Group Representational Activity of up to twelve (12) calendar weeks in order to perform work or services for the Employee Group. The Employee Group agrees to provide no less than four (4) weeks notice to the County of the date on which the leave is to commence. The employee shall continue to receive full pay and benefits while on an Employee Group Representational leave of absence. The Employee Group agrees to reimburse the County for the full cost of wages and benefits provided to the employee during said leave. An employee returning from an Employee Group Representational Leave of Absence shall be returned to her/his position.

b. Conferences and Conventions. Members of the Employee Group who are selected by the Employee Group’s Representative to participate in Employee Group Representative-called conferences and/or conventions shall be granted leave of absence not to exceed five (5) days, upon written request by the Employee Group’s Representative to the County, a reasonable time in advance of the first date of the requested leave. 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, holiday, continuing education and conference days, or other earned compensatory time off. For an employee to use continuing education and conference days, the employee must show that there is a clear job related educational component to the conference.
SUBJECT: EMPLOYEE GROUP REPRESENTATION AND WORK RELATED ASSOCIATIONS

This policy only applies to employees who are in job classes that were covered by the following collective bargaining agreements on December 14, 2014.

Work Related Associations. 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.

Employee Group’s Representatives, 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.

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. Employees whose scheduled duty hours include one (1) shift that either immediately precedes or follows a meeting between the County and the Employee Group’s Representative 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 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 meeting. If 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 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.
SUBJECT: EMPLOYEE LOUNGE, LOCKERS

Section 1: (EG 1199)

a. Employee Lounge, Lockers. The Employer will provide an employee lounge in Badger Prairie Health Care Center. Each employee assigned to the work location noted above will be provided a locker in which they may keep their personal belongings.
SUBJECT: EXISTING BENEFITS

This policy only applies to employees who are in job classes that were covered by the following collective bargaining agreements on December 14, 2014.

Section 1: (Applies to all employees)

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

Section 2: (EG Attorney’s)

a. The County agrees to continue existing employee benefits, or other amenities not mentioned herein but established by practice with the knowledge and tacit consent of the County, for the life of this Agreement. Prior to effectuating any changes in the foregoing existing benefits or other amenities that are primarily related to wages, hours and conditions of employment any proposed changes shall be subject to the process set forth in D.C.O. 18.24(3) and (4).
SUBJECT: FLEXIBLE SPENDING ACCOUNT

Section 1: (applies to all employees)

   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.
SUBJECT: FLEX TIME ARRANGEMENTS

This policy only applies to employees who are in job classes that were covered by the following collective bargaining agreements on December 14, 2014.

Section 1: (EG 720/ EG 705)
Badger Prairie HCC Consolidated Food Service

a. Flex-time arrangement for the following Badger Prairie Health Care Center Consolidated Food Service (CFS) positions: Diet Clerk, Dietetic Specialist, Inventory Control Technician, Stock Clerk, CFS Janitors, and two (2) Lead Food Service Workers:

1. Variations of the work schedule will be allowed to meet the desires of the work unit and the employee. This arrangement will allow flexible hours that may vary each week. The flexible schedule will be developed on a three (3) week basis with mutual agreement of the County and employee.

2. The flex-time schedule may allow employees to work more than five (5) days in one (1) week and more than eight (8) hours in one (1) day.

3. The flex-time schedule shall not require undesirable pay when employees choose to work between 6 p.m. and 6 a.m. or Saturday and Sunday (Janitors excluded).

4. The above flex-time schedules shall not require overtime pay under the overtime policy unless more than eighty (80) hours have been worked in a pay period.

Section 2: (EG 720/EG 705)
Badger Prairie HCC Accounting Division

a. Flex-time arrangements for the Accounting Division at Badger Prairie Health Care Center:

1. That the preferred flex-time arrangement of the Accounting Division shall be a scheduled work week of four (4) nine (9) hour days and one (1) four (4) hour day Sunday through Saturday.

2. That an alternative variation of the above scheduled workweek will be allowed to meet the respective desires of the work unit and the employee. This arrangement will allow flexible hours that may vary each week. This flexible schedule will be developed on a monthly basis and will be designed to meet the mutual needs of the parties.

3. That the above schedules may consist of non-consecutive days if management and the affected employee mutually agree.
4. That any time worked outside Monday-Friday shall require mutual agreement by division management and the affected employee.

5. That the alternative flex-time schedule may allow employees to work on more than five (5) days in one (1) week and more than ten (10) hours in one (1) day.

6. That the above flex-time schedules shall not require overtime pay under the Overtime policy unless more than forty (40) hours have been worked in a work week or, if the parties agree on an alternative work schedule consisting of more than forty (40) hours in a particular week then overtime shall be paid if more than eighty (80) hours have been worked in a pay period.

Section 3: (EG 720/ EG 705)
Badger Prairie HCC Recreational Therapists

a. Current policies in place regarding flexible scheduling for Recreational Therapists will continue.

Section 4: (EG 2634)

a. Flextime Arrangements in Family Court Counseling Service

1. Employees in Family Court Counseling Service, with the mutual agreement of their supervisor, 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.

2. Where such mutual agreement exists employees will have their overtime based on work over eighty (80) hours in a pay period. Employees who, with supervisory approval, work over 80 hours in a pay period will have access to overtime/comp time per the overtime policy.

3. Any such flextime arrangement shall be in writing and a copy provided to the employee representative and the Employee Relations Manager.

4. The supervisor or employee may withdraw agreement to a flextime arrangement at any time upon ten (10) workdays notice.

Section 5: (EG 1871)

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.

Section 6: (EG 1199)
Badger Prairie HCC work schedules

a. Flexible work schedules at Badger Prairie may be developed at the employee's option pending management approval. This flexible scheduling shall not be construed as divesting management of any of its pre-existing scheduling rights.

Section 7: (EG 1199)
WORK SCHEDULES AT PUBLIC HEALTH

a. Employees may request alternative work schedules. Management's approval or disapproval will be indicated in writing with an opportunity for the employee to meet with management to discuss any denial and its basis. An alternative work schedule is defined as any regular work schedule which deviates from the working hours of 7:45 a.m. to 4:30 p.m., Monday through Friday, but which still equals a pay period of 80 hours for full-time employees, not including the unpaid lunch period of 45 minutes per day. Examples of alternative work schedules are: (a.) four ten-hour days per week; (b.) four nine-hour days and one four-hour day per week; (c.) five eight-hour days one week of the pay period and four ten-hour days the other week of the same pay period; (d.) Straight eight-hour days; and (e.) five eight-hour days one week of the pay period, and four nine-hour days and one four-hour day the other week of the same pay period. This is not intended to exhaust the possibilities for alternative work schedules for full-time or part-time employees. The accrual of compensatory time and payment of overtime shall not apply where an employee on an alternative work schedule agrees to work more than eight hours in one day so long as that employee's hours do not exceed 80 hours in the paid period. Employees who have received approval to work their assigned hours in fewer than five work days may, at management's discretion, be required to resume a traditional five day work week for a specified period of time in order to ensure adequate coverage when other employees are on vacation, extended sick leave or when other factors create short-term demand for improved coverage.

b. Employees who volunteer to work hours outside of the traditional working hours of 7:45 a.m. to 4:30 p.m. or who are given at least thirty (30) days notice (per paragraph 5 below) will flex their hours. An example of flex time is an employee would work longer one day to meet County needs and then take that time back during the same pay period, or, a person could arrange to come in late one day and work longer on another day in anticipation of an evening clinic or Saturday clinic. The accrual of compensatory time and payment of overtime shall not apply where an employee volunteers to flex their time or is given at least thirty (30) days notice (per paragraph 5 below). Employees who schedule meetings, clinics, home visits or other work-related activities without prior supervisory authorization will be considered to have volunteered to flex their time.

c. A part-time position will be considered for any employee who makes such a request. Employees may request changes to their FTEs in a manner that will continue to provide coverage and enhance the agency's programs. An example of how such changes might work without negatively impacting the County's ability to provide services would be four employees requesting to work FTEs of .8 per week, thereby creating a new .8 position. The ability of four employees to work part-time thus would not have to diminish the total number of hours available to the County. It is understood that such a reduction to part-time is a permanent decision.
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unless reversed by mutual agreement with availability of appropriate position authority.

1. It is the goal of the parties to promote voluntary agreements on schedules between employees and management under paragraph (1), (2) and (3) above.

d. After Hours Clinic Premium. Employees who work a clinic which extends beyond 4:30 p.m. or occurs on a Saturday (not to exceed six Saturday clinics unit-wide over the term of this Memorandum) shall flex their schedules within the pay period to cover the time of the clinic without creating overtime or compensatory time liability on the part of the County. The County agrees that employees who work at such a clinic shall be given at least thirty (30) days notice of such clinics and will be paid a premium of $4.00 per hour for time worked beyond the later of 4:30 p.m. or the employee's normal workday hours under an alternative work schedule or time and one-half of base pay on a Saturday. (The Saturday premium shall only apply to employees hired prior to June 1, 1998.) Clinic assignments, to the extent reasonably possible, shall be rotated among employees by seniority. Employees who volunteer for a late clinic will not be involuntarily assigned to another late clinic until a complete rotation among qualified employees has occurred. If a clinic goes beyond the scheduled end time and if the employee works more than eight hours on that day, the employee will receive overtime for time worked in excess of eight hours.

e. Except as provided in 5. Above, employees who do not voluntarily choose to flex their hours, but who are assigned to work outside of their standard work hours will not be prohibited from collecting compensatory time or overtime pay as per the Overtime policy.

f. No employee shall be treated differently or discriminated against for choosing or not choosing any of the above options. When a request for a schedule change of any nature is made by an employee, a written response will be provided to the employee within thirty days, including rationale for any denial. The employee or the supervisor may cancel an alternative work schedule with four weeks notice, or earlier by mutual consent.
SUBJECT: GRIEVANCE PROCESS

This policy applies to all employees

Section 1:
  a. **Grievance.** A grievance is defined to be a controversy between the Employer and any Employee or Group of Employees 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.

  1. **Step 1.** The An Employee or Group of Employees (hereinafter “the Aggrieved” or “Grievant”), Employee Group, and /or his, her, 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 his or her representative, if any, and, to the Employee Group’s Representative, if allowed under this policy.

  2. **Step 2.** The grievance shall be considered settled in Step 1 unless within ten (10) days after the supervisor’s answer is due, the grievance is reduced to writing and presented to the department head. The department head shall respond to the grievance in writing within ten (10) days to the grievant(s), if any, and to the grievant’s representative, if any. A copy of the written grievance shall be provided to the Employee Group’s Representative, if allowed under this policy. A grievance for discipline, suspension or discharge may be started at step 2.
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3. Step 3. The grievance shall be considered settled in Step 2 unless within ten (10) days from the date of the department head’s written answer or last date due the grievance is presented in writing to the County Executive or designee (Director of Administration or Chief of Staff of County Executive). The County Executive or designee shall respond in writing to the grievant(s), if any, to and the grievant’s authorized representative, if any, and to the Steward, President, and Staff Representative of the Employee Group’s Representative within ten (10) days, if allowed under this policy. Grievances involving the general interpretation, application, or compliance with the Employee Benefit Handbook may be initiated at step 3.

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

Section 3: Impartial Hearing.

a. The grievance shall be considered settled in Step 3 above, unless within ten (10) days after the last response is received, or due, the dissatisfied party (either the grievant, representative authorized by the employee, or the County) shall request in writing to the other that the dispute to be submitted to an impartial hearing before an impartial hearing officer.

b. A panel of Impartial Hearing Officers (IHO) has been established from which the IHO will be selected. The IHO shall, if possible, be mutually agreed upon by the parties to the grievance. If agreement on the IHO is not reached within ten (10) days after the date of the notice requesting an impartial hearing, then the IHO shall be selected by the parties within five (5) days from the panel using an alternate strike process or other agreeable means. Each party shall pay one half (1/2) of the cost of the impartial hearing.

c. The IHO shall have the authority to determine issues concerning the interpretation and application of all Sections of the Employee Benefits Handbook and any matter concerning employee terminations, employee discipline or workplace safety. He/she shall have no authority to change any part of the Employee Benefits Handbook; however, he/she may make recommendations for changes when in his/her opinion such changes would add clarity or brevity which might avoid future disagreements.

d. If the aggrieved party is proceeding without a representative, the Employee Group Representative shall be timely notified of the hearing and shall have a right to provide input in the hearing as allowed under this policy. The Employee Group Representative shall provide written notice to the aggrieved party and the County of its intent to participate in the impartial hearing within 10 days of receiving notice of the hearing. If the Employee Group participates, the IHO shall provide it with an opportunity to be heard and to otherwise participate in the hearing equal to that of the other parties.

e. The IHO will conduct a hearing on the grievance in a manner that ensures that a record of proceedings is created and preserved. In grievances resulting from an employee discharge, the hearing will be scheduled within thirty (30) days of the notice of selection. The IHO shall have the authority to administer oaths, issue subpoenas at the request of the parties, and shall determine if a transcript of proceedings is necessary. The IHO may require the parties to submit documents and witness lists in advance of the hearing. The burden of proof at the hearing shall be the “preponderance of the evidence” standard. The IHO shall admit all testimony having reasonable probative value, but shall exclude immaterial, irrelevant or unduly repetitious testimony or evidence that is inadmissible under s. 901.05 of the Wisconsin statutes. The IHO shall give effect
to the rules of privilege recognized by law. Basic principles of relevancy, materiality and probative force shall govern the proof of all questions of fact. Objections to evidentiary offers and offers of proof of evidence not admitted may be made and shall be noted in the record.

f. The written determination of the IHO, in conformity with his/her jurisdiction, shall be implemented unless reversed upon appeal to the County Board as set forth below in subsection 3. The determination shall be rendered within thirty (30) days following the final day of hearings or receipt of briefs, whichever is later. In grievances resulting from an employee discharge, briefs will be due within thirty (30) days following the final day of hearings. Any brief not postmarked on or before the date set by the parties at the conclusion of the hearing as the date for submission of briefs shall not be considered or accepted by the IHO and shall be returned to the party submitting same with a letter of transmittal. The other party shall receive a copy of the letter of transmittal.

g. The grieving employee(s), Employee Group Representative(s) and witnesses as allowed under this policy may be present at the impartial hearing without loss of regular wages if the hearing is scheduled during said employee’s regularly scheduled hours of work. The number of representatives attending the meeting(s) will be kept to the minimum necessary to adequately represent each party. The number of attendees will be discussed in advance with the goal of facilitating this paragraph and to keep the number attending from each party relatively equal. Employees who are scheduled to work second or third shift shall receive hour for hour compensatory time for time spent in a hearing that is conducted outside of their scheduled work hours.

Section 4:
Appeal of Impartial Hearing Officer’s (IHO) Decision

a. The aggrieved party, his/her authorized representative, or the County may appeal the written decision of the IHO to the County Board (“the Board”), which may delegate authority to review same to the Personnel & Finance Committee. Notice of appeal must be made in writing within thirty (30) days after the receipt of the written determination. A copy of the notice of appeal must be furnished to the other parties, at the same time it is submitted to the Board.

b. The County Board or, if delegated by the Board, the Personnel & Finance Committee, shall consider the full record of proceedings conducted before the IHO. The Board or Personnel & Finance Committee shall accept and consider a written brief of the appealing party that identifies the grounds for overturning or modifying the written determination of the IHO. The Board or Personnel & Finance Committee shall also provide the other party an opportunity to respond in writing to the appealing party’s written brief. The Board or Personnel & Finance Committee shall permit the appealing party to file a written reply in support of its appeal to the written responses, if any, of another party.

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

a. The decision was procured by corruption, fraud or undue means;

b. There was evident partiality or corruption on the part of the IHO;

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

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

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

Section 6: (EG 720/EG 705)
a. The grieving employee may be present in paid status at any grievance hearing held concerning the employees’ grievance. If the hearing is scheduled outside the employee’s normal work schedule, the supervisor may adjust the work hours (the beginning or end of a subsequent work shift) of the employee to cover the hearing; otherwise, employee shall be granted hour for hour compensatory time for the time the employee spends in the hearing.
SUBJECT: HEALTH & DENTAL INSURANCE

This policy applies to all employees.

A group hospital, surgical, major medical and dental plan shall be available to employees. For group health insurance for 2017, the County shall pay up to six hundred fifty two dollars and fifty three cents ($652.53) per month for employees desiring the "single HMO plan" and up to one thousand five hundred thirty three dollars and forty four cents ($1533.44) 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.

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 2017, the employee premium rates for the POS plan are $10.45 for POS single coverage and $24.56 for POS family coverage. Employees with a spouse on Medicare Plus will receive a payment not to exceed that paid by the County for family coverage.

The health insurance plan shall authorize coverage for the domestic partner of its employees. Such coverage shall be on the same basis as those participating in the family plan.

For group dental insurance for 2017 the County shall pay up to forty-five dollars and seventy cents ($45.70) per month for employees desiring the "single plan", and up to one hundred twenty-eight dollars and eighty-seven cents ($128.87) per month for those desiring the "family plan." The dental insurance plan shall authorize coverage for the domestic partner of its employees. Such coverage shall be on the same basis as those participating in the family plan.

a. 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).

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.

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 to the closest 10% incremental equivalent, as determined by the percentage of time compensated the employee. Time worked shall be initially established by the number of hours budgeted for the position, based upon a full time equivalency of 2,080 hours in a payroll year. When a department head determines that an employee's work time will increase or decrease by
more than 10% during a three (3) month period of time or more, the County's health and dental premium contribution shall be adjusted accordingly, effective with the next premium contribution payment by the County. 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).
SUBJECT: HOLIDAYS
Section 1:
This policy section applies to all employees

a. The following are determined to be holidays:

1. January 1st
2. Martin Luther King Jr. Birthday (third Monday in January)
3. Memorial Day (last Monday in May)
4. July 4th
5. First Monday in September (Labor Day)
6. Fourth Thursday of November (Thanksgiving Day)
7. Day first following Thanksgiving Day
8. December 24
9. December 25
10. December 31
11. Thirty-two (32) additional hours with such hours or fraction thereof to be selected by the employee subject to advance department head approval. Effective December 13, 2015, full-time employees shall be granted eight (8) hours of floating holiday time, which will be prorated for part-time employees to be used prior to December 10, 2016. This is a one time addition and will not increase the bank in subsequent years.

b. Holidays on Days Off- (excluding EG 65, see section 3 below) 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 but must be used by the last day of the succeeding payroll year or they shall be lost.

d. Holidays Worked - (excluding Building & Construction Trades of South Central WI, see section 2 below, and EG 65, see section 3 below). In the event that an employee shall be required to work on a holiday, he/she shall receive time and one-half (1-1/2) pay in addition to compensatory time off for all hours worked on the holiday.

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

f. Ten Hour Day Holidays. Employees working a schedule of four (4) ten (10) hour days shall receive holiday pay on the basis of ten (10) hour days when such named holiday falls on one of the scheduled ten (10) hour work days.
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The following language only applies to employees who are in job classes that were covered by the following collective bargaining agreements on December 14, 2014.

Section 2: (Building & Construction Trades of South Central WI)

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

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

Section 3: (EG 65)

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

**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 regularly scheduled day of work or a regularly scheduled day off, the employees 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. For employees whose hours of work are based on a seven (7) day/week operation, the holiday shall be observed on the actual date.

Section 4: (EG 720/ EG 705)

**Limited Term Employees at CFS and Limited Term C.N.A’s**

Limited Term Employee’s working in Consolidated Food Services and Limited Term Certified Nursing Attendants shall be paid time and one-half their regular hourly rate for all hours worked on a contractual holiday.
SUBJECT: HOURS OF WORK/REST BREAKS/LUNCH PERIODS

This policy only applies to employees who are in job classes that were covered by the following collective bargaining agreements on December 14, 2014.

The regular workday and workweek shall be as follows:

Section 1: (EG 1871)

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 two twelve-hour shifts in one week, and four twelve-hour shifts in the other week, on a fourteen (14) day repeating cycle, as follows:
   a. Example 1:
      i. Week 1: Sunday, Thursday,
      ii. Week 2: Monday, Tuesday, Friday and Saturday, OR
   b. Example 2:
      i. Week 1: Monday, Tuesday, Friday and Saturday,
      ii. Week 2: Sunday, Thursday

   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.

3. Wednesday Coverage. This schedule leaves Wednesdays 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
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.

6. **Shift Change.** Unless the off-going MLI is in the field on a call, MLIs will be in the office at shift change. On-coming 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.
Section 2: (EG 2634)

a. Establishing Working Hours: As professional Social Workers, employees shall be allowed to establish their working hours according to the job they are to perform with the advance approval of their supervisor which shall average on an annual basis forty (40) hours per week excluding authorized leave. Current practice on compensatory time off shall be continued in order to maintain the forty (40) hour weekly average of work hours.

Section 3: (Building & Construction Trades of S Central WI)

a. Work Day and Workweek

Eight (8) consecutive hours shall constitute a day's work.

Five (5) eight (8) hour days during the period Monday through Saturday shall constitute a week's work.

The weekly work schedule for employees assigned to the Alliant Energy Center will be posted by 1:00 p.m. on the Friday nine (9) days preceding the week for which the schedule is applicable.

In the alternative, upon mutual agreement under such terms as the employee and County agree, an employee may work a weekly schedule of four (4) ten (10) hour days.

Employees covered by this section shall be paid hourly for work performed (“work performed” means actual performance on the job) on Monday through Saturday during the following hours, as follows:

Between 6:00 a.m. and 6:00 p.m. - the hourly rate set forth in the Trades wage appendix hereof for the employee involved.

Between 6:00 p.m. and 12 midnight - the hourly rate set forth in the Trades wage appendix hereof for the employee involved plus sixty-five cents ($0.65) per hour.

Between 12 midnight and 6:00 a.m. - one and one-half (1-1/2) times the hourly rate set forth in the Trades wage appendix hereof for the employee involved.

Section 4: (EG 1199)

a. Workday.

For PHN, PT, OT and the Dental Health Coordinator, the workday shall consist of eight (8) hours work.

For In-service RN's employed at the Dane County Badger Prairie Health Care Center, the normal workday shall consist of eight (8) hours work to be completed in eight and one-half (8 1/2) consecutive hours.

For RN's employed at the Badger Prairie Health Care Center, the length of the normal workday shall be eight (8)
hours work which may be completed in 8-1/2 consecutive hours. Said 8-1/2 hours shall include a 1/2 hour duty free meal period. For RN's employed on the night shift at Badger Prairie Health Care Center, the length of the normal workday shall be 8 hours work to be completed in 8 consecutive hours with no duty free meal period. A time clock shall be utilized to ensure the accuracy of time worked. Use of the clock may be discontinued at any time.

Part-time employees' work days may be scheduled at management's discretion with mutual consent of the employee.

b. **Workweek.**
The normal workweek for Badger Prairie Health Care Center RN's shall consist of forty (40) hours within the period Monday through Sunday and for part-time employees whatever hours scheduled during such period.

The normal workweek for remaining employees shall consist of forty (40) hours within the period Monday through Friday and for part-time employees whatever hours scheduled during such period.

c. **Scheduling.**
The County shall continue the current method of establishing work schedules. Work schedules for Badger Prairie Health Care Center employees shall be posted at least two (2) weeks in advance. No changes shall be made to the posted work schedule without the employee's request or consent. However, if there is a need to change the method of scheduling work, the County will institute such changes in a reasonable and timely manner.

Employees may request a specific day off. Such requests, if made at least seven (7) days prior to the development of the schedule will be granted whenever possible. Such requests will not be unreasonably denied.

d. **In-service RN Scheduling.** It is the intent of management to maintain the flexibility in scheduling of the In-service RN's, as is inherently needed for the effective functioning of these positions; and management shall not change scheduling practices for arbitrary or capricious reasons.

Flexible work schedules at Badger Prairie may be developed at the employee's option pending management approval. This flexible scheduling shall not be construed as divesting management of any of its pre-existing scheduling rights.

e. **Shift Rotation.** It may be necessary to rotate shifts among members of the employee group at the Badger Prairie Health Care Center. However, those employees now working a permanent shift will, whenever possible, continue to be assigned to that shift. Whenever practicable, the employee’s shift preference will be taken into consideration when management makes shift assignments.

Employees will be scheduled for no more than two (2) of the three (3) different shifts, within a biweekly pay period, except in the event of an exigency, or unless the employee consents otherwise.

Employees shall be provided at least nine (9) consecutive hours off between scheduled shifts, except in the event of an emergency, or unless the employee consents otherwise.

f. **Time Off; Weekend Scheduling.** The Badger Prairie Health Care Center operates 24 hours per day, seven (7) days per week. It is, therefore, agreed that Badger Prairie Health Care Center employees may be scheduled to work on weekends and holidays.
Under ordinary circumstances, employees will be scheduled to work not more than every other weekend. Staff shortages are not to be construed as ordinary circumstances.

In those units where the practice has been to allow more than every other weekend off, management shall continue that practice. However, employees will be scheduled to work additional weekends as dictated by resident or staff requirements and/or for other compelling reasons.

When the County schedules employees for two (2) consecutive weekends, the County shall pay time and one-half for the second weekend. If the employee of his/her own volition and with the approval of the County works two (2) consecutive weekends, he/she shall not be paid time and one-half.

Section 5: (EG 65)

Regular work day and work week shall be as follows:

a. **Highway Employees Except Office, Clerical and Building Maintenance and Service Employees.**

Eight (8) hours per day, 7:00 a.m. to 3:30 p.m., Monday through Friday, forty (40) hours per week except during the period of May 1st through September 15th (start of the bi-weekly pay period that May 1st falls in and end of the bi-weekly pay period that September 15th falls in) ten (10) hours per day, 6:00 a.m. to 4:30 p.m., Monday through Thursday, forty (40) hours per week. During May 1st through September 15th the County may assign up to six (6) Highway Workers (Range 12-13) to work 6:00 a.m. to 4:30 p.m., Tuesday through Friday. The County shall first attempt to solicit volunteers for such duty. If an insufficient number of employees volunteer or if more than the needed number of workers volunteer, the selection shall be made according to seniority, with the senior employees given preference as to their choice. Any time worked in addition to the scheduled work day or work week shall be paid for as provided in the overtime and compensation policy. Any time worked in excess of fourteen (14) hours within a twenty-four (24) hour period shall be paid for at the rate of two (2) times the hourly rate of pay; this shall not cause overtime pyramiding.

Those assigned to construction crews may not leave their work or construction site prior to one-half (1/2) hour before their shift ends to return to the Madison garage.

Employees assigned to construction crews are not required, but may, with mutual consent of the employee and his/her supervisor, work an entire shift at the construction or work site may report to the garage nearest the work site at the start and end of his/her work shift.

Employees who are assigned to work in the Solid Waste division on a regular or temporary assignment shall work eight (8) hours per day, 7:00 a.m. to 3:30 p.m. (except for up to two (2) Skilled Laborer - Landfill positions which shall be scheduled from 6:10 a.m. to 2:40 p.m., employees shall select the positions with these hours by seniority), Monday through Friday, forty (40) hours per week. Any time worked in addition to the scheduled work day or work week shall be paid for as provided in the overtime and compensation policy. Any time worked in excess of fourteen (14) hours within a twenty-four (24) hour period shall be paid for at the rate of two (2) times the hourly rate of pay; this shall not cause overtime pyramiding.

b. **Night Work Shifts in EG 65.**
1. Crews will be selected to perform certain designated summer work at night on state and federal highways that are not permitted lane closures during normal work hours.

2. Employees volunteering or assigned to work night hours shall work four (4) ten (10) hour shifts per week and shall be paid for forty (40) hours of work at time and one-half.

3. The 10 hour shift for the night work shall be within the hours of 6:00 p.m. until 5:30 a.m., which includes a one-half (1/2) hour unpaid lunch.

4. The work week for a summer night crew shall be Monday night, Tuesday night, Wednesday night, and Thursday night. Once assigned to night work, the employees on the night crew will only work within the hours identified in paragraph 3 above during the period of the assignment.

5. The Department shall determine the crew, and shall seek qualified volunteers by seniority to supplement the core crew as determined by management. A notice will be posted requesting that employees interested in any type of night work sign-up. If a sufficient number of employees do not volunteer, the Department shall select qualified employees based on inverse order of seniority.

6. Employees on the night work crew shall receive reasonable notice of the night assignment. Reasonable notice as applied to this section shall be one week’s notice (Monday of a week for work starting the following Monday). The Department may return the night crew to the day shift upon reasonable notice when night work is not available/needed. Upon such return, the affected employees will work the hours detailed in the Employee Benefit Handbook.

The reasonable notice standard described above shall not apply when schedule changes occur that are outside of the control of the Department. These changes may occur due to adverse weather conditions, decisions that are made by another agency, unavailability of materials or equipment or unplanned employee absences.

7. A night crew may be utilized by the Department only in the months of May, June, July, August, September or October.

**Reassignments from the Highway Department to Solid Waste:** The County shall consider volunteers to fill reassignments from the Highway Department to Solid Waste. The County shall post a notice to solicit volunteers twice per year. The notices shall be posted on the first work day in October and March and shall be for a period of not less than ten (10) work days. The volunteers must meet minimum qualifications in order to be considered. If more than the requisite number of employees volunteer for the reassignment, the assignment shall be made to the senior qualified employees. If less than the requisite number of employees volunteer for the reassignment, the County shall make the reassignment in inverse seniority order among qualified employees.

Employees in Solid Waste positions shall not be required to plow snow unless and until they are fully trained. Employees in Solid Waste positions shall not be assigned overtime work in Highway Department positions until all qualified Highway Department employees have been first offered the work. Similarly, employees in Highway Department positions shall not be assigned overtime work in Solid Waste until all qualified Solid Waste employees have been first offered the work.

c. **Alliant Energy Center Employees, Except Clerical and Office Employees.**
Five (5) consecutive eight (8) hour days per week or four (4) consecutive ten (10) hour days per week during the period Monday through Saturday; the mid-shift meal period is to be one-half (1/2) hour thirty (30) minutes. Undesirable work hours as defined in the Undesirable Hours Premium Pay policy shall be assigned as equally as possible.

Weekly work schedules shall be posted by 1:00 p.m. on the Friday ten (10) days before the beginning of the work period beginning two Mondays thereafter and such schedules shall provide not less than ten (10) hours of off-duty time between each daily schedule of work hours. The Center reserves the right to adjust the start/end time on said posted schedule up to one (1) hour in either direction provided, however, the Center will provide no less than three (3) full days (72 hours) notice of such adjustments to affected staff. One-half (1/2) of any time worked in addition to the posted schedule of four (4) ten (10) hour days or five (5) eight (8) hour days or over forty (40) hours per week shall be accumulated as compensatory time at the rate of one and one-half (1 1/2) hours for each hour so worked. The remaining one-half (1/2) of the time worked in excess of the hours specified in the preceding sentence which is not accumulated as compensatory time shall be paid for as provided in the Overtime and compensation policy. Management shall have the right to assign compensatory time off in the months of May through August and in the month of December. Other months employees may use their compensatory time off at their discretion with the consent of management.

Employees who accumulate a one hundred and twenty (120) hour compensatory time balance under (b) above from the beginning of the first pay period of the year through the end of the pay year shall thereafter receive time and one-half pay for any time worked in excess of the posted schedule or forty (40) hours per week as provided in the Overtime and compensation policy. Any time worked in excess of fourteen (14) hours per day shall be paid for at the rate of two (2) times the hourly rate of pay; this shall not cause overtime pyramiding.

No compensatory time may be accumulated during the last two (2) pay periods of each contract year, except that compensatory time may be accumulated on all contractual holidays occurring in December as identified in the Paid Holidays policy which may be carried over into the following year. On the last pay period of the payroll year all compensatory leave accrued remaining which was not taken as compensatory leave shall be paid out in cash, except that at the employee’s discretion, employees may carry over up to seventy-five (75) compensatory hours (50 hours payable as 75) into the new pay year. Any hours carried over into the new pay year shall become part of the accumulated one hundred and twenty (120) hour compensatory time balance in that year, after which the employee shall receive time and one-half pay for any time worked in excess of the posted schedule or forty (40) hours per week as provided in the Overtime and compensation policy.

e. Highway Buildings and Grounds Service and Maintenance Employees. Eight (8) hours per day, forty hours per week. Any time worked in addition to the regular eight (8) hour day or forty (40) hour week shall be paid for as provided in the Overtime and compensation policy. Any time worked in excess of fourteen (14) hours within a twenty-four (24) hour period shall be paid for at the rate of two (2) times the hourly rate of pay; this shall not cause overtime pyramiding.

f. Airport
Eight (8) hours per day, forty (40) hours per week, pursuant to a posted schedule. Any time worked in addition to the regular eight (8) hours per day or forty (40) hours per week shall be paid for as provided in the Overtime and Compensation policy. Any time worked in excess of fourteen (14) hours within a twenty-four (24) hour period shall be paid for at the rate of two (2) times the hourly rate of pay. This shall not cause overtime pyramiding.

Airport employees shall work a schedule of consecutive daily hours in accordance with (a) above based upon the
following shift starting times:

Maintenance Shop:
First Shift: Between 6:30 a.m. and 7:30 a.m., Monday through Friday
Second Shift: Between 2:30 p.m. and 3:30 p.m., Monday through Friday
Third Shift: Between 10:30 p.m. and 11:30 p.m., Monday through Friday
Swing Shift: Alternating between shifts beginning between 7:30 a.m. and 8:30 a.m. and between 2:30 p.m. and 3:30 p.m. The employees assigned to this shift shall be entitled to receive at least four (4) weekends (Saturday-Sunday) off in a twelve (12) week period. The work schedule for employees assigned to such swing shift shall provide not less than ten (10) hours of off-duty time between each daily work schedule.

Terminal Building:
First Shift: Between 6:30 a.m. and 7:30 a.m.
Second Shift: Between 3:00 p.m. and 4:00 p.m.
Third Shift: Between 10:00 p.m. and 11:00 p.m.
Swing Shift: Alternating between shifts beginning between 6:30 a.m. and 7:30 a.m. and between 3:00 p.m. and 4:00 p.m.

Parking Lot: (Except Toll Booth Attendants)
First Shift: Between 5:30 a.m. and 6:30 a.m. Second Shift: Between 2:30 p.m. and 3:30 p.m.
Swing Shift: Alternating between shifts beginning between 5:30 a.m. and 6:30 a.m. and between 3:30 p.m. and 4:30 p.m.

Parking Lot: (Toll Booth Attendants)
First Shift: Between 5:00 a.m. and 6:00 a.m. Second Shift: Between 9:00 a.m. and 10:00 a.m.
Third Shift: Between 1:00 p.m. and 2:00 p.m. Fourth Shift: Between 4:00 p.m. and 5:00 p.m.
Fifth Shift: Between 9:00 p.m. and 10:00 p.m.

Parking Lot: (Toll Booth Attendants - part-time)
The County may employ up to six (6) part-time Toll Booth Attendants, however, the County may employ up to three (3) additional part-time Toll Booth Attendants (a total of nine [9]) provided a total of four (4) full-time positions are maintained. Such employees may be assigned shift starting times that are different than those specified for full-time Toll Booth Attendants above. Part-time Attendants will work a minimum of four (4) consecutive hours per shift and will work a minimum of twenty (20) hours per week. Such employees will not work split shifts. It is agreed that the filling of open Attendant shifts due to the absence of an Attendant or for whatever reason, shall be offered to full-time and part-time Attendants on a rotational basis from a list of all Attendants. If sufficient volunteers are not obtained, open shifts may be filled by assignment in inverse order of seniority. However, this shall not prevent the County from using Janitors or Parking Facility Workers to fill-in for short-term urgent needs when other Toll Booth Attendants are not readily available.

The current method of scheduling Terminal Building and Parking Lot positions on a rotating schedule of consecutive work days and assigned shifts shall be maintained for existing and new positions. Terminal Building and Parking Lot employees shall be entitled to receive at least four (4) weekends (Saturday-Sunday) off in a twelve (12) week period.

The work schedule shall be posted by the County at least three (3) months in advance of the beginning of said schedule. The posting of individual hours within assigned schedules shall be done with at least seven (7) days notice.
to affected employees.

Individual hours with assigned work schedules may be changed for individual employees by mutual agreement of the affected employee, supervisor and employee group’s representative.

Airport employees employed as of January 1, 1992 will retain their scheduled hours and days of work as long as they continue in their current positions. However, such schedule of hours may be changed when supervisor, employee and employee group’s representative mutually agree.

When the County desires to change the number of employees assigned to a particular shift within a classification if not the result of a vacancy or new position, such assignment shall be according to seniority with the senior employees given preference. When a vacancy occurs or a new position is created within a given classification, current employees in the classification shall be given the first opportunity for the position, based upon seniority. The other employees in said classification shall then be given such opportunity for the vacated position with the classification, if any. The position remaining shall then be posted according to the ordinance section and other policies herein.

Zoo.

Employees’ schedule of hours shall be as follows: Eight (8) hours per day, forty (40) hours per week; 8 a.m. to 5 p.m. with one (1) hour unpaid lunch break. Employees’ posted work schedules shall provide alternate weekends--Saturday and Sunday--off duty. Overtime work shall be offered equitably to permanent full-time employees. The above schedule may be excepted for individual employees by mutual agreement of such individual employees their supervisor and the employee group’s representative, if any.

Any time worked in excess of fourteen (14) hours within a twenty-four (24) hour period shall be paid for at the rate of two (2) times the hourly rate of pay; this shall not cause overtime pyramiding.

Section 6: (EG 720/ EG 705)

1. The regular work day and work week shall be as follows:

   a. Clerical and Office Workers. Eight (8) hours per day, five (5) consecutive days, Monday through Friday, forty (40) hours per week (any deviation flextime shall be by mutual consent of the parties). Any time worked in addition to the regular workday or workweek shall be paid for as provided in the Overtime and compensation policy.

   b. Badger Prairie Health Care Center Employees Who Work a Regular Rotation Schedule Other than CNA’s. These employees (including CFS) shall work a regular rotation schedule which repeats every three (3) weeks. The schedule shall consist of one of twelve (12) rotation patterns as agreed upon by the supervisor and employee group’s representative. Each position shall be assigned a specific rotation schedule. Employees shall receive time and one-half (1-1/2) pay for any time worked over eight (8) hours per day and shall receive time and one-half (1-1/2) pay for any time worked outside of their regular schedule of hours or in excess of eighty (80) hours per pay period.

   c. Badger Prairie Health Care Center Employees Working as Floats For the Above Schedule and Not On A Regularly Established Schedule Other than CNA’S. These employees shall be called to work ten (10) eight
EMPLOYEE BENEFIT HANDBOOK

hour days each pay period and shall receive time and one-half (1-1/2) pay for work over eight (8) hours per day or eighty (80) hours per pay period.

The exception to (b) and (c) above shall be that with advance approval, and upon the mutual consent of the supervisor and the affected employees, employees holding the same classification may alternate days off within the two (2) week pay period.

d. Certified Nursing Attendant (CNA) Staffing Levels and Scheduling

1. The starting ratio shall be a minimum of 70% Core positions (fifty-six [56] positions) and a maximum of 30% Float positions. The County will maintain a minimum of fifty-six (56) Core positions.

(a) It is understood that should the County desire to change the status of any CNA position but not change the total number of CNA positions, the County shall use seniority in making the selection and the employee involved shall be entitled to exercise seniority to bump a junior employee in another CNA position.

2. The following definitions apply.

(a) Core – Will be assigned to specific households and shifts with set rotating days off. Employees in this category are full-time who are guaranteed every other weekend off.

Part Time Primaries- will be assigned to a specific neighborhood and shift with set rotating days off. Employees in this category are part time who are guaranteed every other weekend off.

(c) Float Floats – May be assigned to any household or neighborhood, any shift, with a variable rotation of days off. Employees in this category may be full-time or part-time who are guaranteed every other weekend off.

3. CNA Scheduling: CNA’s employed at Badger Prairie Health Care Center shall be scheduled to have every other weekend off. Employees who work a regular rotation schedule shall receive time and one-half (1-1/2) pay for any time worked over eight (8) hours per day and shall receive time and one-half (1-1/2) pay for any time worked outside of their regular schedule of hours or in excess of eighty (80) hours per pay period. Employees working as Floats for and not on a regularly established schedule shall be called to work ten (10) eight hour days each pay period and shall receive time and one-half (1-1/2) pay for work over eight (8) hours per day or eighty (80) hours per pay period.

Bi-weekly work schedules shall be posted at least two (2) weeks in advance. All employees shall be scheduled at their budgeted full-time equivalent (FTE). The County shall first attempt to fill remaining open shift slots in the base schedule by utilizing employee volunteers for whom such work would not constitute overtime, using employee availability calendars. Solicitation for employees to fill these openings shall be made on the basis of seniority, with the most senior employee assigned first. Extra non-overtime hours shall be given to part-time FTE prior to limited term employees (LTE’s). In order for LTE’s to qualify for additional hours, they must first work every other weekend or the equivalent of two (2) weekends per month.

Section 7: (EG 705)

CNA staffing:
a. Monitor. The County shall monitor CNA staffing levels within the various neighborhoods at BPHCC.

b. Trigger. When it is determined that base CNA staffing levels on a shift have been exceeded, the County has the right to send certain CNA staff home pursuant to paragraph c below.

c. Excess Staffing: In the event the CNA’s present on a shift exceed the staffing level, the County shall send staff home in the following order:

   i. Employees on overtime, by reverse order of seniority.

   ii. Employees in the vacation sign up book, then

   iii. Volunteers: Volunteers who have completed the “go home” form prior to the start of the shift will be released in the following order:

      a. Most senior person willing to use paid time.

      b. Most senior person willing to use away without pay (AWOP).

iv. If no requests have been made, the County will proceed in the following order:

   a. A net page shall be sent to the Ascom phones to solicit volunteers, then

   b. Limited term employees, then

   c. FTE’s working beyond their designated percentage.

   d. If after following steps i through iv herein above, the number of CNA’s needed to be sent home is not met when the CNA staffing levels on a shift have been exceeded by two (2) or more acuity three (3) times in a three (3) month reference period, then commencing with the fourth occurrence where the CNA staffing levels on a shift have been exceeded by two (2) or more acuity in that reference period, the County, after following steps i through iv herein above, may send home FTE’s according to reverse order of seniority (least senior CNA who has not been sent home in the calendar year). FTE’s may only be sent home once each calendar year.

   e. Employees who are sent home under this provision may, at their option, elect to use available vacation or holiday time or they may choose to take the time off without pay, to cover their time.

   f. Employees sent home under this provision shall receive a minimum of one (1) hour of pay.

   g. Reference period. The reference period for this provision shall be quarterly.

   h. Record Keeping. The County shall maintain a written record of each occurrence of overstaffing leading up to the trigger, and a written record of each situation when a CNA is sent home. This data shall be provided to the employee or employee representative upon request.

Section 8: (EG 720/ EG 705)
Badger Prairie Cost Containment Features:

a. The standard number of orientation shifts for new employees shall be two (2) per household, unless the County determines otherwise.

b. LTE’s shall be paid time and one-half (1-1/2) their regular hourly rate for all hours worked on a contractual holiday.

c. The County may limit paid time off to participate in blood drives.

d. The County may encourage but not require employees to go home early if it is quiet on a household.

Section 9: (EG 720/ EG 705)

Badger Prairie Licensed Practical Nurses shall have their schedules of work for each bi-weekly pay period posted by 12:00 p.m. on each Friday preceding a bi-weekly pay period. The schedule shall include two (2) a.m. shifts and two (2) p.m. shifts to be picked on the basis of seniority. The equivalent hours of each shift will be equal to the FTE of the employees who select the shifts. To the extent possible, requests for specific households will be honored in order to maintain continuity of care. Licensed Practical Nurses shall be scheduled for off-duty every other weekend (voluntary switches of weekend duty shall not result in overtime). Any time worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid for as provided for in the Overtime and compensation policy.

Section 10: (EG 720/ EG 705)

All Other Badger Prairie Health Care Center Employees. Employees not referred to in other sections shall have a regular schedule of eight (8) hours per day, forty (40) hours per week and any time worked in addition to the regular schedule shall be paid for as provided in the Overtime and compensation policy.

Notwithstanding the foregoing, the County may schedule employees of the Badger Prairie Health Care Center to work a shift of eight (8) hours in a span not to exceed eight and one-half (8-1/2) hours. The span shall include a one-half (1/2) hour unpaid lunch period.

Section 11: (EG 720)

Building and Grounds Service and Maintenance Employees. (Courthouse, Northport, ADRC, Job Center, South Madison, and Public Works). Shall be scheduled eight (8) hours per day, forty (40) hours per week. Any time worked in addition to the regular eight (8) hour day or forty (40) hour week shall be paid for as provided in the Overtime and compensation policy.

Section 12: (EG 720)

Parks Department Workweek. Parks Department employees as assigned by management shall work five (5) consecutive eight (8) hour days or four (4) consecutive ten (10) hour days per week. Those employees that are assigned to work on weekends (Saturdays and/or Sundays) shall be so assigned in order of seniority with the most
junior first assigned. The workweek shall further provide consecutive days off.

Section 13: (EG 720)

**Juvenile Court Program.** Employees shall have a workweek that provides consecutive days off. Employees shall receive overtime compensation for all time worked over eight (8) hours per day, forty hours per week or outside the regular work schedule. A Juvenile Court Worker on each shift will be assigned as the Shift Leader, except when a Lead Juvenile Court Worker is working on a particular shift. Employees so assigned will receive a Shift Leader premium of sixty cents ($0.60) per hour. However, if a Lead Juvenile Court Worker is working on a particular shift, that person shall be considered the Shift Leader, but s/he shall not receive the Shift Leader premium pay.

Section 14: (EG 720)

**Public Safety Communication Department.** Former City of Madison employees who transferred to County service with the creation of the Public Safety Communication Department shall have all seniority and longevity credits earned with the City of Madison transferred to the County, and such seniority shall be co-mingled with that of County employees. Said employees shall have all rights to benefits that would have been attained had they been County employees during the entire time of their employment with the City of Madison and the County of Dane.

Employees shall be scheduled on a repeating work cycle that will generate two (2) days on for every one (1) day off or its equivalent (examples 4-2, 4-2 or 5-2, 5-3). Employees shall receive overtime pay for any time worked in excess of eight (8) hours per day or outside their regular schedule of hours.

A minimum of two (2) hours pay at time and one-half (1-1/2) in the event of a court appearance cancellation within twelve (12) hours of the scheduled court appearance time.

An employee shall work in accordance with the hourly or daily work schedules established and posted by the County. Shift schedules will not be changed for arbitrary or capricious reasons or to avoid the payment of overtime.

When a vacancy occurs on a shift within the department, such vacancy shall be posted for transfer opportunity of department employees prior to being posted outside the department. The senior qualified employee who has applied for the vacancy and who has been employed for more than three (3) years within the classification shall be granted the shift vacancy provided, however, that the County shall have the right to maintain sufficient experienced staff (defined as three (3) years or more of experience) on each shift.

Any time worked in excess of fourteen (14) hours per shift shall be paid for at the rate of two (2) times the hourly rate of pay; this shall not cause overtime pyramiding.

Employees shall, so long as they continue in the position held at the time of transfer from the City of Madison, receive pay as established for them prior to the transfer and set forth below. It is further understood that it is the intention of the parties that if and when changes are made to the wage section of the Employee Benefit Handbook, such changes will also be reflected in this section.

The pay rate for the wage step with 71.5 longevity credits for employees hired before November 17, 1988 shall be $27.86 effective 12/11/16.
Section 15: (EG 720)

**Jail Clerks and Security Support Specialist**

  a. Seniority shall be used for the assignment of vacant shifts.

  b. Work Schedule

     1. Jail Clerks and Security Support Specialist shall work a schedule of straight eight (8) hour shifts.

     2. It is understood that workers are responsible for communicating with their relief as to the status of their shift and to close out necessary details pertaining to the shift.

     3. Breaks will be taken consistent with this policy. There will not be designated break times. Breaks will be taken to permit ease of recall to work and may be restricted to a designated break area within the building.

     4. The Jail Clerks schedule will follow a 5-2, 5-3 work cycle, i.e. five (5) days on, two (2) days off, etc.

Section 16: (EG 720/ EG 705)

Employees of Consolidated Food Services will be scheduled to have every other weekend off, except by mutual agreement of the employee and management.

Section 17: (EG 720/ EG 705)

The hours of work for janitorial staff assigned to the Badger Prairie Health Care Center will continue to be 6:15 to 2:45, except by mutual agreement of the employee and management.

**REST BREAKS**

Section 1: (EG 720/EG 705)

**REST BREAKS:** For every four (4) hours worked there shall be a fifteen (15) minute rest break provided employees. Under necessary circumstances, such breaks are to be taken to permit ease of recall to work if needed.

Section 2: (EG 1199)

**Rest Periods.** Each employee shall have one fifteen (15) minute rest period during each four (4) hours of work. The two daily rest periods may be taken on an accumulative daily basis or one may be taken continuous to the meal break, if such is satisfactory with the employee’s supervisor.
LUNCH PERIOD

Section 1: (EG 1199)

For Badger Prairie Health Care Center employees, a workday shall include a thirty (30) minute meal period. For Public Health Department employees, a workday may include a forty-five (45) minute meal period. At the Badger Prairie Health Care Center, if the employee is not relieved of his/her duties and is unable to leave the neighborhood, the meal period shall either be paid by the County as time worked, or may be taken as compensatory time, at the direction of the County.
SUBJECT: Independent Consultant’s Recommendation Procedure

This policy applies to all employees

1. **Introduction.** During the process of adopting, amending or terminating provisions on this handbook pursuant to Dane County Ordinances 18.24 (3) and (4), in the event that the Division or the Interested Stakeholders engage the assistance of the independent consultant, pursuant to Dane County Ordinances 18.24 (3) (f), the following process shall be followed.

2. **Notification:** Upon receipt of any draft resolution authorizing revision to this handbook, pursuant to Dane County Ordinances 18.24 (3) (e), any Interested Stakeholder must notify, in writing within ten (10) days, the Division of its intent to engage the independent consultant. Such notification shall also include the Stakeholder’s draft resolution authorizing revision.

3. **Selection of Independent Consultant.** The Division, in consultation with Interested Stakeholders, shall prepare a Request for Proposals (RFP) and follow normal procurement practices to select an Independent Consultant. The term of a contract for an Independent Consultant shall not exceed five (5) years. The role of the consultant shall be to assist, as needed, in recommending revisions to the handbook provisions. The Division shall allow employee group representatives to participate on the selection committee for the Independent Consultant. The Division and interested stakeholders shall consult to develop a model RFP and contract language as a future amendment to this handbook.

4. **Independent Consultant’s Process and Hearing.** The Independent Consultant will work with the Division and the interested stakeholder(s) to gather all pertinent information and to make initial and final recommendations concerning the matters at issue. Prior to any hearing, the Independent Consultant will collect final draft resolutions authorizing revision, which, once submitted, may not be amended except by permission of the independent consultant and the other party. Hearings shall follow a quasi-judicial format. Unless mutually agreed otherwise, there shall be a transcript of such a hearing. The hearing shall be held in the City-County Building if space can be made available, otherwise at another location to be agreed upon by the parties.

5. **Costs.** The Division and the interested stakeholders shall share equally in the costs and expenses of the independent consultant’s proceedings, including reporter’s costs, transcript fees and the fees of the independent consultant. Either party may elect to use a tape recorder and in such event shall not be responsible for its proportionate share of reporter's fees unless a transcript is ordered by either party. Expenses for a party's witnesses and a party's attorney(s) shall be borne solely by the party.

6. **Final Recommendations of the Independent Consultant.** The final recommendations of the independent consultant shall be limited to selecting the final resolution of one (1) of the parties on each individual issue before the independent consultant without modification, unless the parties and the independent consultant agree otherwise. In preparing recommendations, the independent consultant shall consider the standards normally or traditionally used in evaluating changes to wages, hours and conditions of employment. The recommendations of the independent consultant shall be presented to the Committee and the Board. The
Committee and the Board shall vote on whether to incorporate, subject to section 18.24 (4)(g) Dane County Ordinance, the independent consultant’s final recommendations, into the relevant portion of the Employee Benefits Handbook, together with all items upon which the independent consultant was not engaged.
SUBJECT: INSURANCE ADVISORY COMMITTEE

Section 1: (applies to all employees)

a. Insurance Advisory Committee. There shall be an insurance advisory committee consisting of employee and management representatives to advise the parties on matters of insurance with one representative from each employee group with the exception of the 720 employee group, which shall have two (2) representatives.
SUBJECT: INTRA/INTER-DEPARTMENTAL REASSIGNMENTS/TRANSFERS

This policy only applies to employees who are in job classes that were covered by the following collective bargaining agreements on December 14, 2014.

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

Section 1: Interdepartmental Transfers (EG 720/ EG 705)

a. Interdepartmental Transfers. Those employees wishing to transfer to a position at or below their current range shall file an application for such transfer with the Employee Relations Division designating which classification(s) they wish to transfer to. Such transfer applicants, provided they are minimally qualified, shall then be added to those applicants received by the appointing authority for selection as set forth in the Recruitment Policy and shall be given first consideration by the appointing authority for their possible transfer to the position being filled by order of their seniority. During the month of January, all employees on the transfer list will need to respond to an email sent by Employee Relations stating whether they wish to remain on the transfer list for the year. Those who fail to respond will be removed from the list and will have to re-apply to be placed back on the list.

Section 2: Intradepartmental Reassignments (EG 720 only)

a. Intradepartmental Reassignments (EG 720 only). Employees shall be advised in writing of the need for reassignments within a classification. The County shall consider volunteers to fill needed reassignments with a classification, within a department. When reassignment of employees within a classification on an intradepartmental basis is deemed necessary by the County, affected employees shall be advised of such need. Employees who are reassigned either in work station (geographic location) and/or work load (i.e., complete change in work load assignment) shall be notified in writing of such reassignment at least ten (10) working days prior to the effective date of the reassignment by their supervisor. The notice shall include a reason for the intradepartmental transfer and shall be copied to the employee group’s representative.

Badger Prairie Health Care Center (BPHCC) Transfers and Consolidated Food Service (CFS) Transfers. Management shall solicit employee interest, over a period covering at least two (2) weekends, in transferring within their job classification. When a vacancy occurs and there are employees interested in the vacancy, the most senior employee who expresses interest shall be transferred to the vacancy.

Section 3: Interdepartmental and Intradepartmental Transfer (EG 2634)

a. Interdepartmental and Intradepartmental Transfer. Upon notification of a vacancy to be filled those employees wishing to transfer within their own department within their same job classification shall make a written request to the appointing authority for such transfer. Such intradepartmental transfer applicants shall be given first consideration by order of their seniority before the Recruitment Policy is applied to fill vacancies.
Seniority 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 section.

b. Intradepartmental Reassignments. Employees within an employee group shall be advised in writing of the need to reassignments. The County shall consider volunteers to fill needed reassignments within a department. When reassignment of employees on an intradepartmental basis is deemed necessary by the County, affected employees shall be advised of such need. Employees who are reassigned either in work station (geographic location) and/or case load (i.e., complete change in case load assignment) shall be notified in writing of such reassignment at least ten (10) days prior to the effective date of the reassignment by their supervisor. The notice shall include a reason for the intradepartmental transfer and shall be copied to the employee group’s representative.

Section 4: (EG 65)

a. Positions allocated to Range 10 and below need not be posted. Those wishing to transfer as defined in ordinance Section 18.04 to positions allocated to Range 10 or below are to make written application to the Employee Relations Division indicating the job title(s) and location(s) of the position(s) they wish to transfer to. Such applicants shall be maintained on a transfer list and when a vacancy occurs in a position to which they wish to transfer to, they shall be transferred to that position within two (2) weeks and serve a trial period in accordance with trial period as set forth in the Definition section of this handbook. If there is more than one transfer applicant for the same position, the one with the most seniority shall be transferred as provided above.

b. Interdepartmental Transfers. Those employees wishing to transfer to another department within their same job classification shall file an application for such transfer with the Employee Relations Division designating which department(s) they wish to transfer to. Such transfer applicants shall then be added to those applicants received by the appointing authority for selection through the Recruitment Policy of this handbook and shall be given first consideration by the appointing authority for their possible transfer to the position being filled by order of their seniority.

c. Highway Vacancy Selection. All employees will be notified, in writing, of the name of the successful applicant. The notice will be included in all employees’ bi-weekly pay envelopes within ten (10) days of the appointment.

Section 5: (EG 1871)

a. Interdepartmental Transfers. Those employees wishing to transfer to another department within their same job classification shall file an application for such transfer with the Employee Relations Manager designating which department(s) they wish to transfer to. Such transfer applicants shall then be added to those applicants received by the appointing authority for selection through the Recruitment Policy of this Handbook and shall be given first consideration by the appointing authority for their possible transfer to the position being filled by order of their seniority.
Section 6: (EG 1199)

a. **Interdepartmental or Intradepartmental Transfer.** Employees wishing to make an interdepartmental or intradepartmental transfer within their job classification shall notify the respective departmental management of their desire to transfer. Such transfer requests shall designate the area or unit that the employee wishes to transfer to (e.g., geographic area, or unit, or specific job, etc.). When a vacancy occurs or is about to occur in a job for which one or more such transfer requests exist and such vacancy will be filled, such transfer candidates will be given first consideration by order of their seniority for their possible transfer to the vacancy before other candidates are considered.

Section 7: (Building & Construction Trades Council of S Central WI)

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

This policy only applies to employees who are in job classes that were covered by the following collective bargaining agreements on December 14, 2014.

Section 1: (EG 65)

a. Employees assigned to operate a Backhoe, Sign Truck, Low-Boy, Oiler, Skid steer with auger attachment or grader operators performing finish grade shall be paid at Range 17 as Acting Classification Pay.

b. New truck assignments for Skilled Laborer - Highway (Range 14) shall be on rotating basis based upon seniority provided the employee is qualified to do the work.
SUBJECT: JOB CENTER LABOR MANAGEMENT COMMITTEE

This policy only applies to employees who are in job classes that were covered by the following collective bargaining agreements on December 14, 2014.

Section 1: (EG 720)

a. The County and the employee group’s representative shall each appoint an equal number of representatives to convene and participate in a labor/management committee to address staffing and scheduling practices at the Dane County Job Center. The Director of Human Services will be part of this Committee which will meet on a quarterly basis.
SUBJECT: JOB CENTER SECURITY

This policy only applies to employees who are in job classes that were covered by the following collective bargaining agreements on December 14, 2014.

Section 1: (EG 720)

a. Job Center: The County shall provide adequate security for employees during the hours of operation. Security personnel shall be on duty at the Job Center at all times that employees are present at the Job Center. Security personnel shall be available, upon request, to escort employees to their vehicles after the end of the workday. The County shall provide for good lighting of the Job Center parking lot.
SUBJECT: JOB OPENING EXAMINATIONS AND INTERVIEWS

Section 1: (applies to all employees)

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.
**SUBJECT: JOB SHARING**

This policy only applies to employees who are in job classes that were covered by the following collective bargaining agreements on December 14, 2014.

Section 1: (EG Attorney’s)

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

b. Job sharers shall be treated on a full-time equivalency basis for purposes of progressing to merit and gate step increments (count total time employed and not longevity credits).

Section 2: (EG 720/ EG 705)

a. Upon recommendation of the department head, employee concurrence, and concurrence by the Dane County Personnel and Finance Committee, full-time positions shall be opened to job sharing on a 50/50 basis provided that one (1) full-time position is eliminated resultant of the job sharing. In the event one (1) individual holding a job-shared position ceases to be employed in that position, the other individual holding such position shall be retained and the vacancy shall be treated in accordance with the Recruitment and Filling of Positions Policies of this Handbook. Should a job-shared position be vacated by one (1) of its incumbents and the remaining incumbent becomes full-time, the remaining incumbent shall move one (1) step in the salary schedule as any other full-time employee (step increments reached for each additional thirteen (13) longevity credits). Employees shall receive pro-rata fringe benefits except for group health and dental insurance plans which shall be paid by the County as stated in the Health and Dental Insurance Policy of this Handbook.

Section 3: (EG 2634)

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.

Section 4: (EG 1871)

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).

Section 5: (EG 1199)
  a. The County will create job-shared positions when practicable. The fringe benefits of such positions shall be prorated based upon the percentage of time worked by the employees who share such position(s). The Professional Practice Committee shall advise management relative to job-shared positions.
**SUBJECT: JURY DUTY**

Section 1: (applies to all employees)

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


**SUBJECT: LAYOFFS**

This policy only applies to employees who are in job classes that were covered by the above collective bargaining agreements on December 14, 2014.

Section 1: (EG 720/ EG 705)

a. 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 position as proposed in the Executive Budget. A summary of position changes will be submitted to the President of the Employee Group’s Representative, if any, following the introduction of the County Executive’s proposed budget. The County will provide at least 30 days notice to the employee and the Employee Group’s Representative, if any, prior to eliminating any position outside of the Budget cycle with the reasons for the elimination stated in the notice. Employees whose jobs have been eliminated shall have the right to bump any 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 in multi-range classifications may bump junior employees in pay ranges from the top of the multi-range scale and below, commensurate with the employee’s position on the wage scale at the time of the lay-off. For example, an employee in range 7-10 may bump into a range 10 and below if the employee has earned sufficient longevity credits to be paid in range 10. 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 the seniority policy and shall maintain recall rights for twenty-four (24) months from date of lay-off.

c. Recall From Lay-Off. Employees shall be recalled from lay-off in accordance with their seniority to jobs for which they are qualified. 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.

d. Seniority/Application. Seniority for purposes of application of this policy 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.

Section 2: (EG 65)

a. Layoffs. The County shall have the right to reduce the number of jobs in any classification and/or department
because of shortage of funds, lack of work, or because of a change in organization or duties. The Employee group 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, if any, following the introduction of the County Executive’s proposed budget. The County will provide at least 30 days notice to the employee and the Employee Group’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 the Seniority Policy of this Handbook and shall maintain recall rights for twenty-four (24) months from date of lay-off.

c. Recall From Layoff. Employees shall be recalled from layoff in accordance with their seniority to jobs for which they are qualified. The County shall not employ any new employees or temporary or part-time employees in positions for which there 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.

d. Seniority. Seniority for purposes of application in the Layoff, Reemployment List, and Recall From Layoff Sections of this Policy 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 Handbook.

e. Alliant Energy Center Temporary Layoff. In any given calendar week the County can temporarily lay off Alliant Energy Center employees for a minimum of three (3) consecutive calendar days up to and including a maximum of five (5) consecutive calendar days and Sections 18.11 of the county ordinance or the layoff policy above shall not apply to the aforesaid temporary layoff. All Alliant Energy Center LTE employees shall not work during the actual time of the above-described layoff. The County agrees that Limited Term Employees will be kept to the lowest number consistent with the County’s needs. In the above-described temporary layoff situation, layoffs shall be determined by seniority within classifications whereby the most junior employee, by classification, would be temporarily laid off first. Junior employees retained by reason of classification seniority shall not be reassigned to duties of another classification during the period of partial temporary layoff.

Section 3: (EG 2634)

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, if any, following the introduction of the County Executive’s proposed budget. The County will provide at least thirty (30) days notice to the employee and the Employee group 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 the Seniority Policy of this Handbook and shall maintain recall rights for twenty-four (24) months from date of lay-off.

c. Recall From Lay-Off. Employees shall be recalled from lay-off in accordance with their seniority to jobs for which they are qualified. The County shall not employ any new employees or temporary or part-time employees 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.

d. Seniority shall be computed from date of hire with the County. Only severance of employment or appointment to a supervisory position shall terminate seniority under this section.

Section 4: (EG 1871)

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 twenty-four months 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.

Section 5: (Building & Construction Trades Council of S Central Wisconsin)

a. **Lay-offs.** The County shall have the right to reduce the number of jobs in any classification and/or department. The Employee Group Representative will be given 90 days prior notice before the County eliminates any position as proposed in the Executive Budget. A summary of position changes will be submitted to the President of the Employee Group, if any, following the introduction of the County Executive’s proposed budget. The County will provide at least 30 days notice to the employee and the Employee Group Representative prior to eliminating any position outside of the Budget cycle with the reasons for the elimination stated in the notice. Employees whose jobs have been eliminated may bump the most junior employee in their classification provided they are qualified and can demonstrate their ability to do the junior employee's job. Employees who are without jobs as a result of a bump or a reduction in the number of positions, shall be laid off and placed on a reemployment list. Employees who do not choose to bump shall also be placed on the reemployment list.

b. **Reemployment List.** The County shall maintain a reemployment list of such laid off employees. Such list shall
be in the order of the employees’ seniority at the time of the lay-off with the most senior being number one on the list. Such list shall also show the classification(s) for which employees are qualified. Employees on the reemployment list shall maintain seniority as provided in the Seniority policy and shall maintain recall rights for twenty four (24) months from date of lay-off.

c. **Recall From Lay-off.** Employees shall be recalled from lay-off in accordance with their seniority to jobs for which they are qualified. Notice of recall shall be sent by the County to the laid-off employee’s last known address and the laid-off employee shall be required to respond within five (5) days. Employees, who do not respond to such recall notices, shall be dropped from the list and all rights shall be lost. Failure to report for work or refusal of an offer of reemployment to a comparable position to the last job held shall result in the employee being dropped from the list and all rights shall be lost.

d. **Temporary Lay-off.** The procedures set forth in Layoffs, Re-employment and Recall from Layoff Sections shall not apply to temporary lay-offs of less than twenty (20) consecutive calendar days.

e. **Reduction In Hours.** The County may, at its option, in lieu of lay-off, reduce the weekly scheduled hours of all employees by class within a department, and such reduction shall not be considered a lay-off. If the County determines to reduce the weekly hours of fewer than all of the positions within the same classification within a department, those employees whose hours are reduced shall be the least senior in the classification affected or, at the County’s option, the reduced hours may be rotated alternately between all employees in the class.

f. **Employee Group Seniority.** Seniority for purposes of the job security provisions of Layoffs, Re-employment, Recall from Layoff, Temporary Layoff and Reduction in Hours Sections shall be computed from an employee’s last date of employment in a position covered by this employee group. This shall be referred to as employee group seniority.

Section 6: (EG Attorney’s)

a. **Layoffs.** The County shall have the right to reduce the number of jobs in any classification and/or department because of shortage of funds, lack of work, or because of a change in organization or duties. The Employee Group will be given 90 days prior notice before the County eliminates any position as proposed in the Executive Budget. A summary of position changes will be submitted to the President of the Employee Group, if any, following the introduction of the County Executive’s proposed budget. The County will provide at least 30 days notice to the employee and the Employee Group prior to eliminating any position outside of the Budget cycle with the reasons for the elimination stated in the notice. Employees whose jobs have been eliminated shall have the right to bump any employee junior to them in seniority within their classification of the Employee Group. Seniority for the purposes of bumping shall be determined by the amount of longevity credits earned in the classification of the Employee Group. Such junior employees who have lost their positions as a result of a bump, shall have the right to exercise their seniority in the same manner as if their job had been eliminated. Employees who are without jobs as a result of a bump or reduction in the number of positions shall be placed on a reemployment list. Employees who do not choose to exercise their bumping rights shall also be placed on the reemployment list.

b. **Reemployment List.** The County shall maintain a reemployment list of such laid off employees. Such list shall be in the order of the employee’s seniority at the time of the layoff with the most senior becoming number
one on the list. Such list shall also show the classification(s) for which employees are qualified. Employees on the reemployment list shall maintain all seniority rights as of the date of layoff for a period of one (1) year from the date of layoff.

c. **Recall from Layoff.** Employees shall be recalled from layoff in accordance with their seniority to jobs for which they are qualified. The County shall not employ any new employees or temporary or part-time employees in positions for which there exist a qualified employee on the reemployment list. Notice of recall shall be sent by the County to the laid off employee's last known address and the laid off employee shall be required to respond within two (2) weeks (14 days) from the date of recall. Employees who do not respond to such recall notices, shall be dropped from the list and all rights shall be lost.

Section 7: (EG 1199)

a. **Layoffs.** The County shall have the right to reduce the number of jobs in any classification and/or department because of shortage of funds, lack of work, or because of a change in organization or duties. The Employee Group will be given 90 days prior notice before the County eliminates any position as proposed in the Executive Budget. A summary of position changes will be submitted to the President of the Employee Group, if any, following the introduction of the County Executive’s proposed budget. The County will provide at least 30 days notice to the employee and the Employee Group prior to eliminating any position outside of the Budget cycle with the reasons for the elimination stated in the notice. Employees whose jobs have been eliminated shall have the right to bump any 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 positions shall be placed on a reemployment list. Employees who do not choose to exercise their bumping rights shall also be placed on the reemployment list.

b. **Reemployment List.** The County shall maintain a reemployment list of such laid off employees. Such list shall be in the order of the employee’s seniority at the time of the layoff with the most senior being number one on the list. Such list shall also show the classification(s) for which employees are qualified. Employees on the reemployment list shall maintain seniority as provided in this policy and shall maintain recall rights for eighteen months from date of layoff.

c. **Recall from Layoff.** Employees shall be recalled from layoff in accordance with their seniority to jobs for which they are qualified. The County shall not employ any new employees or temporary or part-time employees in positions for which there exists a qualified employee on the reemployment list. Notice of recall shall be sent by the County to the laid off employee's last known address and the laid off employee shall be required to respond within fourteen (14) calendar days. Employees who do not respond to such recall notices, shall be dropped from the list and all rights shall be lost. The County may require employees responding affirmatively to a recall notice to begin work within fourteen (14) calendar days of the response.
SUBJECT: LEAVE OF ABSENCE/MEDICAL LAYOFF

The policies below only apply to employees who are in job classes that were covered by the following collective bargaining agreements on December 14, 2014.

Section 1: (EG 720/ EG 705/EG 65/Building & Construction Trades Council of S Central WI/EG 1199)

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

b. Leave Appeal. In the event that a Department Head and/or the Employee Relations Division shall refuse to grant a leave of absence for an employee, such employee may be granted a leave of absence by the Personnel and Finance Committee.

Section 2: (EG 1871/ EG 2634)

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 he/she left before the end of the leave granted by first giving fourteen (14) days' notice of his/her intention to return to work. In making application for such leave of absence, the employee shall submit a written application stating the reason for the requested leave of absence. The leave when granted shall be in writing with the employee and the President of the appropriate Employee Group's Representative each receiving a copy. The Personnel Manager 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 3: (EG 720/ EG 705/EG 65/ EG 1871/EG 2634/Building & Construction Trades Council of S Central WI/EG 1199)

Medical Leave of Absence Without Pay.

a. Disabled employees shall be entitled to a leave of absence without pay for a period not to exceed six (6) months, subject to the following provisions:
1. The employee shall apply in writing for such leave to the County.

2. The County may require the employee to submit a physician's report to further verify the extent of the disability.

3. The County shall have the right to receive a satisfactory request from the employee to return to work and a satisfactory physician's statement of release for work from his/her physician before allowing the employee to return to work. If the physician's release is not satisfactory to the County, the County will direct the employee to a physician selected and paid for by the County for examination to determine if the employee is fit to return to his/her position. In the event that the employee shall be found fit to return to his/her position, the employee shall be returned to his/her position and made whole for any necessary travel expense from and to his/her home involved in his/her examination by the County's appointed physician or loss of earnings incurred as a result of being directed to the County's physician.

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

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

1. During the period of layoff, should the employee's physician approve, in writing, the employee's return to work, said employee may, on the basis of the general seniority and provided he/she has the ability to do the work, displace the most junior employee in any job classification equal to or lower in grade than his/her original position within the Employee Group.

2. An employee's general seniority shall be frozen thirty (30) days from the initial date of said disability leave.

3. During all such time an employee is on leave of absence or on layoff and unemployed, he/she shall have the option of being included in the group health insurance plans in force provided that he/she shall pay all premiums to the County prior to the tenth (10th) day of the month preceding the month of coverage. Failure to make timely payments to the County shall be grounds for termination of coverage from the group plans.
SUBJECT: LIABILITY INSURANCE

The policies below only apply to employees who are in job classes that were covered by the following collective bargaining agreements on December 14, 2014.

Section 1: (EG 1199)

a. **Liability Insurance.** The County shall provide, at its cost, liability protection for its employees, pursuant to its obligation under Wis. Stat. 895.46. No other such coverage is required of the employees.
SUBJECT: LIFE INSURANCE

Section 1: (applies to all employees)

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.
**SUBJECT: LIMITED TERM EMPLOYEES**

This policy only applies to employees who are in job classes that were covered by the following collective bargaining agreements on December 14, 2014.

Section 1: (applies to all employees)

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.

**Wages**

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

**PROVISIONS FOR LIMITED TERM EMPLOYEES**

Section 2: (EG 720/ EG 705)

a. All employees 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 work who are employed at the Dane County Coliseum on an on-call basis, shall be defined as Limited Term Employees (LTE). 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. Limited Term Employees shall be limited to one thousand forty (1,040) hours of continuous or regularly scheduled work in a payroll year, (i.e., excludes on-call LTE work). 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 County agrees to meet with the Employee Group's Representative prior to laying off any county employee under this provision.

b. Limited Term Employees to receive time and one-half (1/2) their hourly rate for all work performed in excess of forty (40) hour per week.

c. Limited Term Employees who are directed to use their personal vehicles for County business shall be reimbursed as provided in the Mileage Reimbursement Policy of this Handbook. Limited Term Employees who qualify under the rules of the Department of Employee Trust Funds shall be entitled to retirement contributions as provided in the Mileage Reimbursement Policy of this Handbook. Limited Term Employees shall have access to parking as arranged by the Parking Ramp Manager.
d. For limited term employees required to wear safety shoes/boots, the County shall provide a fifty dollar ($50.00) annual payment to such employees after the employee has completed one hundred (100) hours of County employment and fifty dollars ($50.00) annually thereafter.

Section 3: (EG 2634)

a. All employees 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, shall be defined as Limited Term Employees (LTEs). 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. 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 County agrees to meet with the Employee Group’s Representative prior to laying off any county employee under this provision.

b. The hourly rates of pay shall be the minimum rate of the classification in which the employee works.

c. Limited Term Employees who are directed to use their personal vehicles for County business shall be reimbursed as provided in the main body of the Handbook.

d. Limited Term Employees who qualify under the rules of the Department of Employee Trust Funds shall be entitled to retirement contributions as provided in the main body of this Handbook.

e. Limited Term Employees shall have access to parking at a cost not to exceed that provided in the main body of the agreement, as arranged by the parking ramp manager.

Section 4: (EG 2634)

a. LTE Juvenile Court Counselor Trainee rate be established as half-way between the LTE Juvenile Court Worker and Juvenile Court Counselor base rate. This results in an LTE Juvenile Court Counselor Trainee rate per the following schedule. (Note: the term “base rate” is used throughout this policy for the minimum starting per hour rate of a permanent Juvenile Court Counselor).

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Juv Ct Counselor</td>
<td>22.95</td>
</tr>
<tr>
<td>Juv Ct Worker</td>
<td>15.82</td>
</tr>
<tr>
<td>Juv Ct Counselor Trainee</td>
<td>19.37</td>
</tr>
</tbody>
</table>

b. LTE Juvenile Court Workers currently performing this function be reclassified to LTE Juvenile Court Counselor Trainee positions at the Juvenile Court Counselor Trainee rate, with the following exception(s):
   - Any current LTE Juvenile Court Worker fulfilling these functions who meets the minimum qualifications for hiring as a Juvenile Court Counselor will be classified as an LTE Juvenile Court Counselor and receive the base rate for Juvenile Court Counselors.
c. The salary level for future hires for LTE Juvenile Court Counselor Trainee shall be set at the Juvenile Court Counselor Trainee rate, except that any new hire who meets the minimum qualifications for Juvenile Court Counselor will be hired at the base Juvenile Court Counselor rate. If, during the period of employment, a LTE Juvenile Court Counselor Trainee acquires the minimum qualifications for the Juvenile Court Counselor position, they shall be raised to the Juvenile Court Counselor base rate.

d. Priority for replacing the clerical positions in JRC will be given to Juvenile Court Worker LTEs, but LTE Juvenile Court Counselor Trainees at the newly established rate may work occasionally (if necessary) to replace the clerical position and be paid at that new rate. At no time should that exceed 16 hours in a week. LTE Juvenile Court Counselor’s working at the Juvenile Court Counselor base rate may not cover the clerical shift.

e. Future raises for LTE Juvenile Court Counselor Trainees or Counselors will be based on a percentage or fixed increase equivalent to the raise granted to the Employee Group including social workers.

Section 5: (EG 1871)

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 in the main body of the agreement. Limited Term Employees who qualify under the rules of the Department of Employee Trust Funds shall be entitled to retirement contributions as provided in the main body of this agreement. 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.

Section 6: (EG 65)

a. All employees 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 who are employed at the Dane County Coliseum on an on-call basis, shall be defined as Limited Term Employees (LTE). 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. Limited Term Employees shall be limited to 1,040 hours of continuous or regularly scheduled work in a payroll year, (i.e., excludes on-call LTE work). 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 County shall meet with Employee Group’s Representative prior to
laying off any County employee under this provision.

b. The hourly rates of pay shall be as follows:
   Effective 12/11/16
   1. Highway Workers: $19.52 per hour
   2. Custodial Workers and General Laborers: $15.49 per hour up through minimum hourly rate of Range 9 ($21.23)

c. Limited Term Employees to receive time and one-half (1-1/2) their hourly rate for all work performed in excess of forty (40) hours per week.

d. Limited Term Employees who are directed to use their personal vehicles for County business shall be reimbursed as provided in the main body of the agreement. Limited Term Employees who qualify under the rules of the Department of Employee Trust Funds shall be entitled to retirement contributions as provided in the main body of this agreement. Limited Term Employees shall have access to parking as provided in the Parking policy as arranged by the parking ramp manager.

e. Limited Term Employees who are required to wear safety shoes will be eligible for a reimbursement of up to forty dollars ($40.00) safety shoe/boot allowance after completing one hundred (100) hours of County employment and up to forty dollars ($40.00) annually thereafter. Payment shall be authorized only after the LTE provides the original (not a photocopy) receipt within thirty (30) calendar days of the purchase.

Section 7: (Building & Construction Trades Council of S Central WI)

a. All employees hired by the County for a temporary period, i.e., for a season or limited period of time and not through the civil service procedure, to perform employee group work, shall be defined as Limited Term Employees (LTEs). The selection of LTEs shall be accomplished through the hiring hall of the craft Employee Groups involved from bench lists maintained by said Employee Groups.

b. The County agrees that LTEs will be kept at the lowest number consistent with the County's needs and that LTEs will not be used to avoid the filling of positions through the civil service procedure.

c. Limited Term Employees shall be limited to 1200 hours of continuous or regularly scheduled work in a payroll year. In keeping with the above intent the County shall not serialize or rotate Limited Term Employees into the same continuous work assignments (i.e., cannot rotate LTEs in or out of a job to provide a continuously filled position).

d. Limited Term Employees shall be paid the Area Standard Wage Rate for the craft work involved as reported to the County from time to time by the Employee Group. The Area Standard Wage Rate is the combined total of wages and fringe benefit costs in the appropriate Standard Area Agreement for the craft work involved. The hourly rate of pay and the hourly fringe benefit costs combined will be paid to the craft worker on the paycheck. LTEs shall not receive fringe benefits as provided to regular employees covered by this employee group.
Section 8: (Attorneys)

A Limited Term Employee shall be limited to one thousand forty (1040) hours of continuous or regularly scheduled work in a payroll year unless the county and the Employee group agree otherwise.

The rate of pay for a Limited Term Employee shall be determined with reference to the salary schedule.
SUBJECT: LONGEVITY

This policy only applies to employees who are in job classes that were covered by the following collective bargaining agreements on December 14, 2014.

Section 1: (EG 720/ EG 705/EG 65/EG 2634/EG 1199/Building & Construction Trades Council of S Central WI)

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

   a. All regular employees covered by the terms of this policy shall receive one-half (½) a longevity credit for each bi-weekly pay period in which they receive compensation.

   b. Longevity pay shall be included in each employee’s regular bi-weekly pay and shall have the effect of increasing the employee’s basic pay as hereinafter indicated.

   c. Employees who are on military leave and who return to employment as provided in this policy or by law shall continue to earn longevity credits while on such leave.

   d. Employees on leave of absence without pay or on lay-off shall not earn longevity credits. However, should any such employee return with seniority rights previously established all longevity credits previously earned shall be used in computing his/her longevity. Longevity and seniority are not synonymous for the purpose of this policy.

   e. Each employee’s rate of pay shall be increased as provided above in the following amounts:

      1. Three percent (3%) to start as of the first (1st) of the pay period after the employee has earned fifty-two (52) longevity credits (after approximately four [4] years).

      2. An additional three percent (3%), (total 6%), to start on the first full pay period after employee has earned one hundred seventeen (117) longevity credits (after approximately nine [9] years).

      3. An additional three percent (3%), (total 9%), to start on the first full pay period after employee has earned one hundred sixty-nine (169) longevity credits (after approximately thirteen [13] years).

      4. An additional three percent (3%), (total 12%), to start on the first full pay period after employee has earned two hundred twenty-one (221) longevity credits (after approximately seventeen [17] years).

Section 2: (Building & Construction Trades only):

Longevity pay may be reduced, eliminated or withheld for employees with performance problems. The decision to reduce, eliminate or withhold longevity pay shall be made by the department head.
Section 3: (EG Attorney’s)

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

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

b. Regular part-time employees shall receive one-half (.50) a longevity credit for each eighty hours of compensated time.

c. (b-e) as listed in section 1 of the policy also applies to these employees.

Section 4: (EG 1871)

**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 (½) 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 his/her longevity. Longevity and seniority are not synonymous for the purpose of this policy.
SUBJECT: MANAGEMENT RIGHTS

Section 1: (applies to all employees)

Management Rights: 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.
SUBJECT: MILEAGE REIMBURSEMENT

Section 1: (applies to all employees)

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

Applies to all employees

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.
SUBJECT: OPEN COMMUNICATION

This policy applies to all employees

At Dane County, we believe that communication is at the heart of good employee relations. Employees should share their concerns, seek information, provide input, and resolve work-related issues by discussing them with their supervisors until they are fully resolved. It may not be possible to achieve the results an employee wants, but the supervisor needs to attempt to explain in each case why a certain course of action is preferred. If an issue cannot be resolved at this level, the employee is welcome to discuss the issue with the manager of his/her department. The supervisor should set up a time for both of them to meet with the manager. If the employee’s concern cannot be resolved with the manager, the employee may discuss it with the Department of Administration. The manager shall schedule that meeting for the employee.

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.

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.
SUBJECT: ORIENTATION OF NEW EMPLOYEES

This policy only applies to employees who are in job classes that were covered by the following collective bargaining agreements on December 14, 2014.

Section 1: EG 1199

Orientation of New Employees. The County will provide a general orientation program for new employees. The program shall include orientation to the policies and procedures of the work site and the specific department. Further content and methodology of the program shall be suitable subject for discussion by the Professional Practice Committee. Specific orientation to the area of assignment will be provided on an individual basis as determined by management in consultation with the specific household employees. Where arrangements are made in advance, one representative of the Employee Group shall be granted up to fifteen (15) minutes for Employee Group orientation during departmental new hire orientation that involve Employee Group positions. Attendance at any Employee Group orientation shall not be required. The representative conducting the Employee Group orientation shall do so without loss of pay or benefits if held during the Employee Group representative’s regular work hours.

Section 2: (EG 720/ EG 705/ EG 65/ EG 1871/ EG 2634)

Each employee group is given time during new employee orientation, generally held every third Wednesday, to orient new employees to the employee group and to distribute employee group-related information.
SUBJECT: OVERTIME AND COMPENSATION

This policy only applies to employees who are in job classes that were covered by the following collective bargaining agreements on December 14, 2014.

Section 1: Applies to all employees

Computation of Time Worked. 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: (EG 720/ EG 705)

a. Overtime Rate. The overtime rate of pay shall be one and one-half (1-1/2) times the hourly rate of pay (including longevity pay) for each employee covered by the this section of the policy. Employees who work overtime, may upon mutual agreement between the employee and department head, receive compensatory time off for such work in lieu of cash payment. Compensatory time off shall accrue at the rate of one and one-half (1-1/2) hours for each overtime hour worked but shall not exceed fifty (50) hours payable as seventy-five (75) hours of compensatory time, at any time. Employees who have accrued seventy-five (75) hours of compensatory time may earn additional compensatory time during the payroll year when their accrual is reduced below seventy-five (75) hours. Such accrued compensatory leave time shall be taken at a mutually agreeable time. 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 carryover up to seventy-five (75) compensatory hours (fifty [50] hours payable as seventy-five [75]).

b. Investigating/prosecuting 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 prosecuting 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: (EG 705)

Badger Prairie Overtime assignments: Overtime slots shall be primarily filled on a voluntary basis, however, in circumstances where an open slot cannot be filled by a CNA volunteer, the County may mandate overtime as provided herein. The principle of seniority shall apply as provided herein.

a. Voluntary overtime: Voluntary overtime is overtime that is not mandated. Voluntary overtime assignments shall be made on the basis of seniority, with the most senior employees assigned first. The County shall solicit employee interest for working overtime or work beyond his/her FTE in the following ways:

i. The County shall post a sign-up sheet when posting the work schedule. Employees may sign-up to fill open shift slots. Employees may sign-up to cover all or part of a shift. Employees may state a household preference, but it is not guaranteed. Employees available to work an entire shift shall be given priority. Once the entire shift has been awarded to an employee, that employee cannot split that shift with another employee. If the shift coverage is provided by one (1) employee, or by two (2) employees who
split the shift, they will be confirmed after a twenty-four (24) hour bumping period has passed.

ii. A calendar shall be maintained in the Scheduling Clerk Office. Employees may add their name and seniority number to this calendar for days/shifts on which they are available for overtime work. Employees may state a unit preference, but it is not guaranteed. Employees shall not sign-up for such voluntary duty more than three (3) days in advance. Requests made more than three (3) days in advance shall be disregarded. Calls to employees from the calendar shall be made in seniority order. However, if the employee does not answer the call, the County may proceed to contact the next senior employee. The County shall attempt to leave a message before proceeding.

b. Voluntary Overtime assignment procedure: Employees who volunteer to work overtime can bump any Float off of any household for that shift regardless of seniority. The Float who is bumped must go to the household where the open CNA shift slot is located, except if said Float has not been orientated for that slot, then one (1) additional bump may occur for said employee to work on any household that they have been orientated to and another Float shall be assigned to fill the original opening.

c. Mandated Overtime: When a CNA slot opens two (2) hours or less prior to that shift and it cannot be filled voluntarily, the County may mandate overtime for that shift for employees who are working on the shift preceding the shift with the opening. However, employees can be only mandated to fill the work need which may be less than a full shift. CNA’s working that preceding shift in the entire facility are subject to mandation, except for employees with less than three (3) months service as a CNA with the County, those part-time employees voluntarily working over the amount of hours originally scheduled for that day and those employees who have certified medical excuses. Mandation shall be made in reverse seniority order, with the junior employee working in the facility on the preceding shift being mandated first. Once mandated, the employee cannot be mandated again until all other non-exempt employees working on a shift that is being mandated have been mandated. A new mandation calendar will be posted each calendar year. Passes may be used for a one (1) time exemption in accordance with the Memorandum of Understanding between the parties. All CNA’s, except Core night shift and night shift float employees, will receive two (2) passes per year (January through December); Core night shift and night float employees shall receive four (4) passes per year. Use of a pass is not considered as having worked a mandated shift. Mandated employees can bump any Float off of any household for that shift regardless of seniority. If there is more than one (1) open slot on a shift, they shall be selected by mandated employees by seniority, with the senior employee picking first.

Scheduling Principles: The following are scheduling principles that have been agreed upon by the parties:

a. There is no limit on the amount of overtime that an employee may volunteer for.

b. Employees shall work without an orientation shift for overtime on any household in the facility.

c. The County shall not hire any new employees at less than 0.2 FTE.

d. The number of Full-time Float Floats shall not exceed eleven (11), unless otherwise agreed to by the parties.

e. The Employee Group’s Representative, if any, will be included in any discussions about modifications to any individual or group shift changes.
EMPLOYEE BENEFIT HANDBOOK

f. If an employee calls in absent more than two (2) weekend shifts per calendar year, they shall be required to make up said number of shifts with two week’s advance notice. Said make up shifts shall be scheduled as near to the shift(s) absent as is possible. If an employee calls in on a Saturday and Sunday, the make up will be in a Saturday and Sunday block. If the employee calls in for one (1) weekend shift, the County can schedule the make up on either a Saturday or Sunday. A supplemental day off shall be scheduled during the week of the make up shift to avoid overtime. Core and Shift Float employees shall remain in their assigned position.

g. The County shall recruit for persons interested in working weekends only (0.2 FTE).

Section 4: (EG 720)

a. 911 Scheduling: Communicators who are assigned to the Support Services Division of Public Safety Communications will be mandated for overtime on the same basis as other Communicators.

Section 5: (EG 1871)

a. Overtime: 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.
Section 6: (EG 2634)
Overtime:

a. The employee, with supervisory approval, may adjust their starting and ending time by one hour.

b. Overtime work shall require supervisory approval. 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. Any comp time earned will be used as soon as possible following its incurrence. 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 (including longevity 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 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.

c. A record must be kept by the supervisor of compensatory time earned and taken off.

d. For Human Services Department personnel, an exception is made for compensatory time earned as provided for in the Emergency Protective Services Policy.

Section 7: (Building & Construction Trades Council of South Central WI)

a. Overtime. The rate for time worked in excess of eight (8) hours on any work day or forty (40) hours during any work week shall be at one and one-half (1-1/2) times the hourly base rate of pay set forth in the overtime and compensation policy hereof for the employee involved.

b. The rate of pay for work performed on Sundays and/or Holidays as such shall be one and one-half (1-1/2) times the hourly rate of pay set forth in the wage schedule hereof for the employee involved.

c. The rate for time worked in excess of fourteen (14) consecutive hours shall be at two (2) times the hourly base rate of pay set forth in the wage schedule hereof for the employee involved.

Section 8: (Building & Construction Trades Council of South Central WI)

Alliant Energy Center

a. Employees assigned to the Alliant Energy Center will be allowed to earn and use compensatory time according to the following provisions:

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

Section 9: (Building & Construction Trades Council of South Central WI) 
Facilities Management at CCB 

a. Employees assigned to Facilities Management at the City-County Building:
b. Employees who work overtime may upon mutual agreement between the employee and department head, receive compensatory time off for such work in lieu of cash payment.
c. Compensatory time off shall accrue at the rate of one and one-half (1-1/2) hours for each overtime hour worked up to a maximum of sixty (60) hours, payable as ninety (90) hours of compensatory time.
d. No compensatory time may be accumulated during the last two (2) pay periods of each contract year.
e. Use of compensatory time shall be by mutual agreement between supervisor and employee.
f. On the last pay period of the payroll year all compensatory leave accrued remaining which was not taken as compensatory leave shall be paid out in cash.

Section 10: (Building & Construction Trades Council of South Central WI) 
Airport Compensatory Time 

1. Employees who work overtime may upon mutual agreement between the employee and department head, receive compensatory time off for such work in lieu of cash payment.

2. Compensatory time off shall accrue at the rate of one and one-half (1-1/2) hours for each overtime hour worked up to a maximum of sixty (60) hours, payable as ninety (90) hours of compensatory time.

3. When the annual compensatory cap is reached, employees may use compensatory time, and may also, upon mutual agreement between the employee and department head, continue to receive compensatory time off for overtime work, up to the maximum cap of sixty (60) hours, payable as ninety (90) hours.

4. No compensatory time may be accumulated during the last two (2) pay periods of each year, except that compensatory time may be accumulated on all holidays occurring in December as identified in the Holiday policy which may be carried over into the following year.

5. On the last pay period of the payroll year all compensatory leave accrued remaining which is not taken as compensatory leave shall be paid out in cash, except that at the employee’s discretion, employees may carry over up to seventy-five (75) compensatory hours (50 hours payable as 75).

Section 11: (EG 65) 

a. Overtime Rate. The overtime rate of pay shall be one and one-half (1-1/2) times the hourly rate of pay (including longevity) for each employee covered under this section.

Section 12: (EG 65) 

a. Compensatory Time. Employees who work overtime may upon mutual agreement between the employee and department head, receive compensatory time off for such work in lieu of cash payment. Compensatory
time off shall accrue at the rate of one and one-half (1-1/2) hours for each overtime hour worked up to a maximum of sixty (60) hours, payable as ninety (90) hours of compensatory time. On the first pay day following July 1, all accumulated compensatory time in excess of forty hours, payable as sixty (60) hours, shall be paid out in cash. Commencing July 1, compensatory time shall not accumulate in excess of fifty (50) hours, payable as seventy-five (75) hours. No compensatory time may be accumulated during the last two (2) pay periods of each contract year, except that compensatory time may be accumulated on all contractual holidays occurring in December as identified in the Holiday policy which may be carried over into the following year. On the last pay period of the payroll year all compensatory leave accrued remaining which was not taken as compensatory leave shall be paid out in cash, except that at the employee’s discretion, employees may carryover up to seventy-five (75) compensatory hours (50 hours payable as 75). This includes Airport staff. This provision shall not prevent the accumulation or assignment of compensatory time for Alliant Energy Center employees as provided in this section of the policy.

Section 13: (EG 65)

Compensatory Time Cash Out

a. Employees may cash out at least twenty (20) hours of compensatory time one time per calendar year upon four (4) weeks notice.

Section 14: (EG 65)

Overtime opportunities for employees who work the Airport Terminal.

a. Overtime opportunities will be offered to Terminal Maintenance Workers, Terminal Facility Workers, Airport Maintenance Workers (assigned to terminal) and Airport Maintenance Mechanics on an equitable basis within positions.

b. The County shall keep records of overtime worked and overtime opportunities for the above positions. These records shall be made available to the employee or employee representative upon request.

Section 15: (EG 65)

Winter Emergency Overtime:

a. The County shall offer winter emergency overtime opportunities to Mechanic Department employees (for ease of reference all Mechanic Department employees shall be referred to herein as Mechanics) on a rotational basis in seniority order, according to the following (a separate list will be established for mechanic shop call back:

b. Mechanics will designate the locations for which they wish to be considered. The shops covered under this agreement include Stoughton (ST), Sun Prairie (SP), Madison (MD), Mount Horeb (MH), Cross Plains (CP) and Springfield (SF).

c. Mechanics will be called in seniority order. If a mechanic’s name comes up for plowing, but the work is in a location which they have not designated, the mechanic’s name will go to the bottom of the call back list and the next person on the list will be offered the opportunity.
d. Sections which will knowingly be unstaffed for consecutive days shall be offered to the next mechanic on the rotation list. If the mechanic was not called in during that period, they would not lose their position on the rotation list and would be the first called for the next opportunity.

e. Only Mechanics who are qualified to plow snow shall be eligible to be placed on the rotation list. The County shall provide training opportunities for Mechanics to qualify for snow removal duties. The County shall establish a two week sign-up period each October during which time interested, qualified Mechanics are given the opportunity to be placed on the rotation list. If an employee does not sign up during this period, they shall not be on the list for that season. They may sign up for succeeding seasons.

Section 16: (EG 65)

a. Highway Workers (Range 12-13) who hold sections shall be offered overtime work on their section before other employees.

Section 17: (EG 65)

a. Employees who are scheduled to work second or third shift shall receive hour for hour compensatory time for time spent investigating and prosecuting grievances on behalf of an Employee Group member and participating in established Employee group/management meetings that are conducted outside of their scheduled work hours.

Section 18: (EG 1199)

a. Overtime. Employees will be paid at a rate of one and one-half times for all hours worked in excess of 8 hours per day; more than 40 hours per week and for holidays worked.

b. As to compensatory time, at the option of the employee, such shall be granted at the rate of one and one-half times the hours worked in excess of 40 hours per week or 8 hours per day. Such compensatory time shall be taken at a time mutually agreeable between the employee and his/her supervisor. Employees shall be permitted to accumulate up to 36 hours of overtime (54 hours converted) as compensatory time in a "comp time bank".

c. The County agrees to maintain existing practices on the payment of overtime for public health weekend work.
SUBJECT: PARKING

This policy only applies to employees who are in job classes that were covered by the following collective bargaining agreements on December 14, 2014.

Section 1: (EG 720/ EG 705)

a. Parking. 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 the City-County Building shall have preference over all others in the event of a space shortage and such employees will receive preference by order of seniority.

Section 2: (EG 1871)

a. Parking. 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.

Section 3: (EG 2634)

a. Employees shall be provided parking space in the County Parking Ramp, Monday through Friday, for a monthly fee equal to seventy-five (75) percent of the regular long-term meter charge for 172 hours, but such fee shall not be less than $13.00 per month nor more than $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 the City-County Building shall have preference over all others in the event of a space shortage and such employees will receive preference by order of seniority.

Section 4: (Building & Construction Trades Council of S Central WI)

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

Section 5: (EG Attorneys)

a. Employees shall be provided parking space in the County Parking Ramp Monday through Friday for the fee of twenty-two dollars ($22.00) per month. The space provided shall be a block of space, preferably on the lowest level (Floor One), which shall be reserved for County employees during the regular work day hours Monday through Friday. Employees shall have preference over all others in the event of a space shortage and employees will receive preference by order of seniority.
SUBJECT: PERFORMANCE EVALUATIONS

This policy only applies to employees who are in job classes that were covered by the following collective bargaining agreements on December 14, 2014.

Section 1: (EG 1199)

Performance Evaluation.

a. A performance evaluation shall be conducted whenever reasonably practicable during the twelfth (12th) month following the previous evaluation. Probationary employees shall be evaluated near the midpoint and end of the probationary period.

b. The written performance evaluation shall be performed by the employee’s immediate supervisor prior to the evaluation interview.

c. Evaluations shall include eight (8) hours of field observation of the employee by his/her immediate supervisor.

d. Evaluation conferences shall be held between the employee and his/her immediate supervisor for the purpose of discussing the written performance evaluation. The immediate supervisor shall notify employees for evaluation conferences which shall be scheduled for a mutually agreed upon time.

e. Employees shall be allowed to record their disagreement with the evaluation on the final performance evaluation report.

f. The final performance evaluation report shall be signed by both the employee and his/her supervisor. Copies of this report shall be made available to the employee when the evaluation is completed. A copy of the report shall be placed in the employee’s official departmental personnel file.

g. If an employee disagrees with the immediate supervisor’s evaluation, the employee may request a joint conference with the Director of Nursing.

h. If the employee is dissatisfied with the results of the conference he/she may register same by placing a note in the space for same on the evaluation instrument.
SUBJECT: PERMISSIVE RE-EMPLOYMENT

This policy only applies to employees who are in job classes that were covered by the following collective bargaining agreements on December 14, 2014.

Section 1: (EG 720/EG 70S)

a. Employees who resign their position or are terminated for any other reason other than for just cause, and then seek reinstatement within one year from the effective date of their resignation, may, at their request, be placed on the appropriate reemployment list. Their rank and retention on the reemployment 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 reemployed under this provision shall be reemployed at the minimum of the range, shall not receive credit for prior service, and shall serve a probationary period per the probation policy in this Handbook. An appointing authority has full discretion in deciding whether or not to reemploy a person under this provision.
SUBJECT: PERSONNEL FILES

This policy only applies to employees who are in job classes that were covered by the following collective bargaining agreements on December 14, 2014.

Section 1: (EG 1199)

a. Personnel Files. Employees or their employee representative, if authorized in writing by the employee, shall have the right to review all post-hiring information in their personnel file at such reasonable times and places as specified by the County, and, upon request, will be provided with a copy of any materials therein. The employee shall reimburse the County for the cost of the copies upon receiving them. Employees shall be allowed to comment in writing regarding any of the contents of their file, and such comments shall be appended to, and shall become a permanent part of said file, unless the material the comments are pertinent to are removed from the file. No materials of derogatory nature may be placed in the employee’s file, unless a copy is sent by the County, to the employee, at the same time the material becomes a part of the employee’s employment record. All disciplinary notices or counseling notes may be removed upon mutual agreement of the County, the employee, and the Employee Group representative, if any.

Section 2: (EG 2634/ EG 65)

a. Inspection of Personnel File: An employee shall be allowed to inspect his/her personnel file (central or departmental) by making the request to the clerk in charge of the file. The clerk, if so directed by their supervisor, shall call a supervisor to be present when the file is examined.
**SUBJECT: PROBATIONARY PERIODS**

This policy only applies to employees who are in job classes that were covered by the following collective bargaining agreements on December 14, 2014.

Section 1: (Applies to all employees)

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

Section 2: (EG 1871)

a. **Probationary Period.** 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 (½) of his/her 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 his/her probationary period shall be considered to have completed his/her 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.

Section 3: (EG Attorney’s)

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

Section 4: (EG 720/ EG 705)

a. All newly hired employees shall be on probation for the first six (6) months of employment, except for Public Safety Communications Department Communicators who shall be on probation for the first twelve (12) months of employment and except for Certified Nursing Attendants hired in .2 full-time equivalent (FTE) positions who shall serve a probationary period equal to one thousand, forty (1040) hours paid but not to exceed one (1) year from their date of hire. Certified Nursing Attendants hired into a part-time position shall
serve a probationary period equal to one thousand, forty (1040) hours paid but not to exceed one (1) year from their date of hire. For each probationary week in which such probationary employee works less than one-half (1/2) of his/her regularly scheduled hours of work there shall be added seven (7) calendar days to the probationary period. Probationary employees who receive a promotion, transfer or voluntary demotion to another position shall have their probationary period extended three (3) months. Any employee who has not received written notice of termination prior to the date of completion of his/her probationary period shall be considered to have completed his/her probationary period. Probationary employees shall have all of the rights provided by this Handbook except the right to grieve a suspension or discharge. Probationary employees shall normally receive six and one-half (6-1/2) longevity credits while on probation and shall receive the first increment increase in their pay upon earning such longevity credits.

Section 5: (EG 65)

a. All newly hired employees shall be on probation for the first six (6) months of employment. For each probationary week in which such probationary employee works less than one-half (1/2) of his/her regularly scheduled hours of work there shall be added seven (7) calendar days to the probationary period. Probationary employees who receive a promotion, transfer or voluntary demotion to another position shall have their probationary period extended three (3) months. Any employee who has not received written notice of termination prior to the date of completion of his/her probationary period shall be considered to have completed his/her probationary period. Probationary employees shall have all of the rights provided by this Handbook except the right to grieve a suspension or discharge. Probationary employees shall normally receive six and one-half (6-1/2) longevity credits while on probation and shall receive the first increment increase in their pay upon earning such longevity credits.

Section 6: (EG 2634)

a. **Probationary Period.** All newly hired employees shall be on probation for one (1) year. For each probationary week in which such probationary employee works less than one-half (1/2) of his/her regularly scheduled hours of work there shall be added seven (7) calendar days to the probationary period. Probationary employees who receive a promotion, transfer or voluntary demotion to another position between departments shall have their probationary period extended three (3) months. Any employee who has not received written notice of termination prior to the date of completion of his/her probationary period shall be considered to have completed his/her probationary period. Probationary employees shall have all of the rights provided by this 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 six and one-half (6-1/2) longevity credits.

Section 7: (EG 1199)

a. **Probationary Period.** All newly hired employees shall be on probation for the first nine (9) working months of employment. Any employee who has not received written notice of termination prior to the date of completion of his/her probationary period shall be considered to have completed his/her probationary period. Probationary employees shall have all of the rights provided by this Agreement, except the right to grieve a discharge. A "working month" shall be defined as a month in which an employee works at least
ninety (90%) percent of the hours in a regularly scheduled month of employment. (i.e., 20 days/month regularly scheduled. Must work 18). There shall be no extension of probation.

Section 8: (Building & Construction Trades Council of S Central WI)

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

This policy only applies to employees who are in job classes that were covered by the following collective bargaining agreements on December 14, 2014.

Section 1: (EG 1199)

a. Professional Practices Committee- Objectives. There shall be established separate Professional Practice Committees at the Badger Prairie Health Care Center, and the Division of Public Health Services. Unless the County and Employee Group agree otherwise, meetings shall be held between not more than three (3) employee representatives, the relevant manager and not more than two (2) other representatives of the County. The employee representatives, however, may request specific management staff members of the department to attend meeting(s) of the Committee(s). Employees who wish to attend these meetings as observers will not be prevented from doing so as long as work is not interrupted and provided they are not on paid time. Joint Badger Prairie and Public Health Department Employee Group-Management meetings may be established by mutual agreement of the County and Employee Group.

b. Meetings of the Committee(s) shall be simply an opportunity for management and employees to improve their communications through discussion of matters of mutual interest and/or concern which affect the quality of health care or their relationship as employees and management. The agenda shall be jointly established by a representative of the County and the Employee Group to the committee in advance of each meeting and distributed to all committee members. The agenda shall be open to modification at each meeting if the need arises.

c. Scope. no decision or action taken in these meetings shall contradict, add to, subtract from, or otherwise change the terms or provisions of the ordinance, policy & procedure manual or the Handbook; nor shall they be a substitute for processing employee-Management differences regarding this policy.

d. Scheduling and Compensation. At the request of either the employee, employee representative or the County representatives, meetings shall be scheduled on mutually agreeable dates and times but will occur at least quarterly at each Badger Prairie and Public Health unless otherwise mutually agreed. Meetings which get cancelled, shall be rescheduled on a timely basis. If such meetings are held during an employee’s regular work hours, such employees shall be compensated at straight time her/his regular hourly rate of pay.
SUBJECT: PROJECT POSITIONS

This policy only applies to employees who are in job classes that were covered by the following collective bargaining agreements on December 14, 2014.

Section 1: (EG 720/EG705)

Project positions are time limited appointments as defined in the recruitment posting. Employees who are active employee group employees at the time of appointment shall retain bumping rights. External candidates who are appointed to project positions shall not have bumping rights when the term of the project position expires.
SUBJECT: PROMOTIONS

This policy only applies to employees who are in job classes that were covered by the following collective bargaining agreements on December 14, 2014.

Section 1: (EG 2634)

SENIOR SOCIAL WORKER PROMOTION

a. Individuals who have been employed as social workers with Dane County may attain the level of Senior Social Worker upon satisfactory fulfillment of the following criteria.

   i. Accumulation of 8 years of supervised experience (at least half time (.5 FTE) equivalency) earned as a professional social worker as determined by department management. Six and a half years of this experience must be as a social worker with Dane County. Three years of relevant experience (at least half time (.5 FTE) equivalency) as a social worker outside of Dane County or a master’s degree in social work may meet the remaining requirement of 1.5 years.

b. Social Workers must exceed job standards in all key job responsibilities as reflected in their performance evaluations and have a recommendation from their immediate supervisor. Appeals may be made to the Director/Department Heads/Appointing Authority.

c. Accumulation of a minimum of 400 hours of in-service training credits beyond a baccalaureate degree. Graduate social work or related courses may substitute for in-service training credits on the basis of one graduate credit for 16 in-service training credits. Employees are encouraged to attain 30 hours per two year reporting period after completion of 400 hours of in-service training. Training and Education for Promotion to Senior Social Worker shall be consistent with the Training and Education policy.

d. The County agrees that current eligible staff shall be certified for possible promotion to Senior Social Worker not later than July 1, 1992.

Section 2: (EG 2634)

SENIOR JUVENILE COURT COUNSELOR PROMOTION

a. Individuals who have been employed as Juvenile Court Counselors with Dane County may attain the level of Senior Juvenile Court Counselor upon satisfactory fulfillment of the following criteria.
b. Accumulation of 8 years of supervised experience (at least half time full-time equivalency) earned as a professional Juvenile Court Counselor or social worker as determined by department management. Six and a half years of this experience must be as a Juvenile Court Counselor or social worker with Dane County. Relevant experience as a Juvenile Court Counselor or social worker outside of Dane County employment may count toward the remaining one and a half year requirement at a ratio of three years counting for one and a half years of experience. Juvenile Court Counselors with a master’s degree in social work shall be credited with an equivalent of three (3) years of relevant prior experience as a Juvenile Court Counselor.

c. Juvenile Court Counselors must exceed job standards in all key job responsibilities as reflected in their performance evaluations and have a recommendation from their immediate supervisor. Appeals may be made to the Director/Department Heads/Appointing Authority.

d. Accumulation of a minimum of 400 hours of in-service training credits beyond a baccalaureate degree. Graduate social work or related courses may substitute for in-service training credits on the basis of one graduate credit for 16 in-service training credits. Employees are encouraged to attain 30 hours per two year reporting period after completion of 400 hours of in-service training. Training and Education for Promotion to Senior Juvenile Court Counselor shall be consistent with the Training and Education policy.

e. Senior Juvenile Court Counselors shall meet State of Wisconsin certification requirements for Social Workers.

Section 3: (EG 2634)

SENIOR COMMUNITY SERVICE COORDINATOR PROMOTION

a. Individuals who have been employed as a Community Service Coordinator with Dane County may attain the level of Senior Community Service Coordinator upon satisfactory fulfillment of the following criteria.

b. Accumulation of 8 years of supervised experience (at least half time full-time equivalency) earned as a professional Community Service Coordinator as determined by department management. Six and a half years of this experience must be as a community service coordinator with Dane County. Relevant experience as a community service coordinator or social worker outside of Dane County employment may count toward the remaining one and a half year requirement at a ratio of three years counting for one and a half years of experience. Community Service Coordinator with a master’s degree in social work shall be credited with an equivalent of three (3) years of relevant prior experience as a social worker.

c. The Community Service Coordinator must exceed job standards in all key job responsibilities as reflected in their performance evaluations and have a recommendation from their immediate supervisor. Appeals may be made to the Director/Department Heads/Appointing Authority.

d. Accumulation of a minimum of 400 hours of in-service training credits beyond a baccalaureate degree. Graduate social work or related courses may substitute for in-service training credits on the basis of one graduate credit for 16 in-service training credits. Employees are encouraged to attain 30 hours per two year reporting period after completion of 400 hours of in-service training. Training and Education for Promotion to Senior Community Service Coordinator shall be consistent with the Training and Education policy.
e. Senior Community Service Coordinator shall meet State of Wisconsin certification requirements for Social Workers.

Section 4: (EG 2634)

a. The County will provide notification when a Social Worker has accumulated sufficient years of service to be eligible to advance to Senior Social Worker if the payroll system can automate the notification.
SUBJECT: PUBLIC WORKS AND HIGHWAY COMMITTEE (PWHD)

(EG 65)

Section 1: The employee group and the county agree to meet to address issues which may arise from time to time or to examine issues of common interest in an effort to improve the working relationship and communication at the Public Works and Highway Department (PWHD). The groups recognize that such matters have a financial and operational impact on the PWHD. To that end, the groups have agreed to establish this committee to review, study, develop, discuss and to make recommendations regarding how the working relationship may be improved for the benefit of both the PWHD and its employees, including but not limited to discussions regarding safety, retaining and attracting employees, training and development of employees, job duties, efficiencies and accountability of practices and policies, electronic technology, workplace culture and the impact on employees. This policy is to establish the working basis for such a committee.

Section 2: Committee Establishment
A committee of eight (8) members is hereby established for the purpose set forth below. Each group shall appoint four members of the committee. The County representatives on the committee shall include a representative designated by the Executive’s office and three (3) other members. The Employee Group representatives on the committee shall include the president of EG 65, or his/her designee, and three (3) other employee group members. Members of the committee shall be in pay status and time served shall be considered as part of regular work shift.

Quorum: Seven (7) members shall constitute a quorum. Action taken by the committee shall be by simple majority of those attending a particular meeting.

Section 3: Meeting notices
Meetings shall be scheduled periodically at mutually agreeable times consistent with the timetable incorporated herein. The chairperson shall provide written notice of the meetings to each member of the committee and will provide and agenda of what is to be discussed at a particular meeting. Members wishing to place items on the agenda shall contact the chairperson. The length of a particular meeting will generally not exceed two (2) hours, but will be determined by the progress being made at that meeting. The first meeting will occur on or before December 1, 2015.

Section 4: Minutes
The committee shall, at its first meeting, designate a member to keep minutes. The minutes shall be subject to approval by the committee. In an effort to stimulate the free and open exchange of information necessary to the committee’s success, minutes of meetings shall not be used by either party in any subsequent dispute resolution.

Section 5: Recommendation: Any recommendations, in written form, shall be presented to the respective groups’ on or before July 1, 2016.
SUBJECT: RECRUITMENT

This policy only applies to employees who are in job classes that were covered by the following collective bargaining agreements on December 14, 2014.

Section 1: (EG 720/ EG 705/EG 65)

Recruitment Procedure

a. Eligibles List. Job vacancies, unless as otherwise specified elsewhere in this Handbook, shall be filled from a list of eligible applicants (eligibles list) in accordance with the Filling Positions procedure. 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 appropriate Wage Schedule of this Policy). Such lists shall remain in effect for a maximum of one hundred eighty (180) days.

b. Vacant Position Not To Be Filled. 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, if any.

c. (EG 65 Only) Prior to posting a position, when a patrol section becomes vacant, it shall be first offered to all employees in equal or higher classifications, in the Highway Department on the basis of seniority, provided the employee is qualified for the work.

d. Recruitment Posting. When an eligibles list is to be prepared, notice that applications are being accepted for that list shall be mailed or emailed by the County to each of the certified stewards of the Employee Group’s. The stewards of the of the Employee Group’s Representative 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 current location (including department) of any existing vacancies, final date and time for acceptance of applications, and any other relevant information designed to assist potential or actual applicants. If the anticipated functional area(s) and location(s) change subsequent to certification, such information will be made available to the certified applicants. Such notices shall be mailed not less than ten (10) working days before final date of acceptance of applications. The recruitment posting shall reflect the type of examination procedure to be used. The County reserves the right to change the examination procedure and in the event it does so, it will provide advance notice to the applicants.

e. Employee Unable To Perform Job: Whenever an employee becomes unable to perform his/her job due to a permanent or long term physical or emotional disability under the Americans with Disabilities Act (ADA), and an employee requests a transfer or demotion under this provision, the County shall first notify the employee group and the parties shall meet to review all options, including staying in their current position with reasonable accommodation(s). Such employee shall submit medical documentation of the disability to the Employee Relations Division. The Division may require an employee to provide additional medical
information and require an employee to sign a release of medical information to verify the disability. The County may also require a second opinion from a healthcare provider covered by the County health plan at the employer’s expense if any. Once the permanent or long term disability is verified and an accommodation cannot be made the employee will lose return rights to his/her previous position and the employee shall have the option of reassignment/transferring to a vacant position within the employee group provided the employee meets the minimum qualifications of the vacancy. The employee may also choose to be placed on medical leave or medical layoff status as defined in the Leave of absence/Medical Layoff policy.

f. Expanded Certification: Whenever an affirmative action job category is below parity, the County and the Employee Group’s Representative 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 promotional or open competition as necessary to meet affirmative action goals.

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. Hiring, Transfer, Promotion or Voluntary Demotion. The County shall have the option of restricting recruitment for a position to either County Civil Service Employees (promotional recruitment) or opening recruitment to all eligible applicants (open recruitment) except for those classifications as designated in the appropriate Wage Schedule.

1. Applicants coming through promotional recruitment who possess the minimum qualifications as posted shall be considered in the following manner for promotion, transfer or voluntary demotion and one (1) of the applicants with the four (4) highest composite scores, or an applicant seeking transfer, demotion, or an expanded certification candidate shall be promoted, transferred or demoted to the position being recruited for:

   a. The applicant’s qualifications as related to the position being recruited for as assessed by one or more of the following examination procedures: Written, oral, training and experience, and performance examination. Maximum points - 100.

   b. Applicants who seek to transfer or demote shall be interviewed and shall not be subject to written or oral examination procedures, however, such applicants may be required to demonstrate minimum qualifications such as typing competency. Such applicants shall also not be considered when determining the initial four (4) promotional applicants who will be certified for interview as set forth above.

   c. 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.

2. Applicants coming through open recruitment who possess the minimum qualifications as posted and advertised shall be considered in the following manner for hiring, promotion, transfer or voluntary demotion and one (1) of the applicants with the five (5) highest composite scores, or an applicant seeking transfer, demotion, or an expanded certification candidate, shall be hired, promoted, transferred or demoted; but in no event shall more than the above referenced applicants be considered by the appointing authority for selection:

   a. The applicant’s qualifications as related to the position being recruited for as assessed by one or more of the following examination procedures: Written, oral, training and experience, and performance examination. Maximum points - 100.

   b. Applicants who seek to transfer or demote shall be interviewed and shall not be subject to written or oral examination procedures, however, such applicants may be required to demonstrate minimum qualifications such as typing competency. Such applicants shall also not be considered when determining the initial five (5) promotional applicants who will be certified for interview as set forth above.

   c. 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.

   d. Veteran’s points to be added as provided by law.

3. 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 (1) (e.g., for two (2) vacancies in the same classification to be filled with promotional recruitment, the top five (5) composite scoring applicants shall be considered with two (2) of these applicants being promoted, transferred or demoted to these vacancies, etc.)

4. If the transfer list includes candidates that meet parity goals for representation in a particular recruitment, those internal candidates will be considered to satisfy the parity goal, and the County will not add additional, external candidates to the certification list. If no transfer list candidate satisfies parity objectives, additional external candidates will be used to expand the certification list.

5. The following positions are certified with an eligible list of the top 20 applicants: Food Service Worker and Certified Nursing Attendant. In the event that there is a current employee on the eligible or transfer list, then the certification rules within the handbook, Filling positions, section b, 2 will be followed.

6. The above provisions shall be excepted when no County employees apply whereby Dane County Civil Service provisions will be followed.
7. In the event that there is a tie in composite scores between employee applicants coming either through promotional or open recruitment; tied employee applicants shall be ranked in order of their seniority to break the tie with the most senior employee receiving the highest ranking.

8. Upon request the employee has the right to review the results of the selection process with the appointing authority.

9. (EG 65 Only) Highway Vacancy Selection. All employees will be notified, via email, of the name of the successful applicant. The notice will be posted in each shop on the bulletin board within ten (10) days of the appointment.

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 and Voluntary Demotion above.

b. Filling Positions Occupied By Employees On Leave. Such vacancies as defined in a. above shall be filled in the same manner as provided in Hiring, Transfer, Promotion and 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 his/her 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 his/her position, the provisional employee will receive permanent appointment to such position after the trial or probationary period has been satisfactorily completed.

d. (EG 705/720 only): In the event that any Clerk I-II, Clerk Typist I-II, or Economic Support Specialist position shall become vacant the position shall not be posted.

Section 2:

Section 2: (EG 2634/EG 1871)

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 employee becomes unable to perform his/her job due to a permanent or long term physical or emotional disability under the Americans with Disabilities Act (ADA), and an employee requests a transfer or demotion under this provision, the County shall first notify the employee group and the parties shall meet to review all options, including staying in their current position with reasonable accommodation(s). Such employee shall submit medical documentation of the disability to the Employee Relations Division. The Division may require an employee to provide additional medical information and require an employee to sign a release of medical information to verify the disability. The County may also require a second opinion from a healthcare provider covered by the County health plan at the employer’s expense if any. Once the permanent or long term disability is verified and an accommodation cannot be made the employee will lose return rights to his/her previous position and the employee shall have the option of reassignment/transferring to a vacant position within the employee group provided the employee meets the minimum qualifications of the vacancy. The employee may also choose to be placed on medical leave or medical layoff status as defined in the Leave of absence/Medical Layoff policy.

e. 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 promotional or open competition as necessary to meet affirmative action goals.

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 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:

   • Employees within the Employee Group.
   
   • Dane County Civil Service employees.
   
   • 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. Furthermore, oral boards involving social worker vacancies shall not have any members who are employees of any county department which also employs Social Workers. 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 five (5) composite scores from the three sources listed below 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, three additional composite scores 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 under promotional recruitment, the top eight composite scoring applicants shall be considered with two of these applicants being promoted, transferred or demoted to these two vacancies, etc.).
3. If the transfer list includes candidates that meet parity goals for representation in a particular recruitment, those internal candidates will be considered to satisfy the parity goal, and the County will not add additional, external candidates to the certification list. If no transfer list candidate satisfies parity objectives, additional external candidates will be used to expand the certification list.

4. The following positions are certified with an eligible list of the top 20 applicants: Social Workers in Child Protective Services. In the event that there is a current employee on the eligible or transfer list, then the certification rules within the handbook, Hiring, Transfer, Promotion or Voluntary Demotion, section 1 will be followed.

5. Upon request the employee has the right to review the results of the selection process with the appointing authority.

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 his/her 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 his/her position, the provisional employee will receive permanent appointment to such position after the trial or probationary period has been satisfactorily completed.

Section 5: (Building & Construction Trades Council of South Central Wisconsin)

Recruitment Procedure.

Except as otherwise specified in this Handbook, the County retains all rights to determine whether and in what manner to fill a vacant position.

a. Recruitment Posting. When the County determines that a job vacancy is to be filled through competitive
recruitment, notice that applications are being accepted shall be mailed by the County to the Employee Group. Such notices shall indicate classification title, the salary, the minimum qualifications required of applicants, the current location (including department) of any existing vacancies, final dates and time for acceptance of applications, and any other relevant information designed to assist potential or actual applicants. The Employee Group shall receive written notice of all postings.

Filling Positions.

a. **Temporary Assignment.** The County may fill a vacant position or job on a temporary basis pending consummation of the procedures relating to a permanent filling of such position.

b. **Hiring, Transfer, Promotion or Voluntary Demotion.** The County, at its option, may choose to restrict recruitment for a position to County Civil Service employees or to open recruitment to all eligible applicants (open recruitment).

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

d. **Apprentices.** Hiring of apprentices shall be accomplished through cooperative efforts and by mutual agreement between the County and the Employee Group.

Provisional Appointments.

a. **Recruitment for Positions Occupied By Employees on Leave.** In the event that an employee 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 of the absent employee may be posted and filled on a provisional basis.

b. **Filling Positions Occupied By Employees On Leave.** Employees filling such positions on a provisional basis shall be treated as other original hires, promotions, transfers, or voluntary demotions except, in the event that the employee on leave returns to his/her position, the provisional appointee shall be terminated and placed on the reemployment list as described in Layoff policy.

c. **Permanent Filling Of Positions Occupied By Employee On Leave.** If the employee on leave does not return to his/her position, the provisional employee will receive permanent appointment to such position after the probationary period has been satisfactorily completed.
Section 6: (EG Attorney’s)

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

Filling Positions.

a. Application of Seniority. It is the policy of the County to promote employees on the basis of seniority where qualifications, skill and ability are substantially equal, in cases where it is reasonably practical to do so.

b. Examination. Vacant positions shall, wherever practicable, be filled by the promotion of County employees. Certain minimum qualifications, performance and experience may be established by the County and equally applied to all persons prior to the acceptance of applications and examinations for any position. The County agrees to hold examinations and fill positions expeditiously, in compliance with the letter and spirit of this Handbook and otherwise in accordance with established practice.

c. Establishment of Rates of Pay.

1. The rate of pay of newly hired, promoted or transferred employees shall be established pursuant to provisions of the wage appendix in this Handbook.

2. The rate of pay of a demoted employee shall be such rate as determined by the Personnel and Finance Committee in the range of such position.

d. When a position is open and posted pursuant to the Job Posting section above, employees who wish to be transferred shall file an application for the position. Employees who have transferred shall not, in the succeeding six (6) months (one hundred eighty [180] calendar days) be entitled to a second transfer.

Section 7: (EG 1199)

Voluntary Transfer.

Posting. The Employer shall post upon all County bulletin boards as well as upon management bulletin boards used to communicate with employees, notice of job vacancy or promotional exams for positions within the Employee Group. Vacancies shall also be posted on the County website and shall be announced via email to Public Health employees.
Employees shall have two (2) weeks to notify the Employer of their interest in the vacancy. Selection shall be made on the basis of qualifications, skills and abilities. If these factors are relatively equal, then seniority shall be used to award the position.
SUBJECT: REINSTATEMENT RIGHTS

This policy only applies to employees who are in job classes that were covered by the following collective bargaining agreements on December 14, 2014.

Section 1: (EG 2634)

Reinstatement Rights. Employee Group employees who resign after one (1) year of continuous county employment shall, for a period of twelve (12) months following their resignation and upon application to the Human Resources Director, be added to all lists of candidates certified to the appointing authorities of departments wherein Employee Group positions are being filled. Such position must be at the same or lower classification that the former employee occupied immediately prior to his/her resignation.
This policy applies to all employees

Section 1:
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. If the retiring employee’s supervisor refuses such a request, the decision may be appealed to the Director of Administration who shall decide the matter and whose decision shall be final.

Section 2: Accrued Sick Leave Credit Conversion
a. Sick Leave Conversion. Any employee covered by this policy who either:

1. dies while a County employee, or

2. retires from County service and, within sixty (60) days of his/her last day paid, applies for a retirement annuity from the Wisconsin Retirement Fund and/or Social Security, shall have his/her hours of sick leave credit, not to exceed one thousand seven hundred (1,700) hours as of his/her date of retirement or death, converted to a monetary value (referred to herein as his/her “sick leave conversion”) equal to the product of his/her hours of sick leave credit, but not to exceed one thousand seven hundred (1,700) hours, multiplied by his/her normal hourly rate of pay in effect as of his/her date of retirement or death.

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

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

b. Utilization of Sick Leave Conversion.

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

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
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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 1700 x regular hourly rate of pay at time of retirement.

2. Vacation: Total hours of earned vacation leave x regular rate of pay including longevity pay at time of retirement.

3. Sabbatical/vacation bank: Total hours in the employee’s sabbatical/vacation bank x regular rate of pay 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
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contribution equal to 100% of the amount calculated under d.2 and d.4 to the 401(a) Retirement Plan Trust and/or 457(f) qualified deferred compensation plan in the amount of the Benefit, which shall be paid to the retiring employee according to the terms of the selected plan. Plan selection shall be based upon the age of the participant and the amount of the contribution in an effort to maximize participant tax savings without subjecting plan participants to IRS premature withdrawal penalties if applicable.

2. Election of Form of Benefit: Within thirty (30) days of receiving written notice of an employee’s retirement, Dane County shall elect the form in which the retiring employee will receive the benefit under d.1 and d.3. The County’s election of the form of benefit will be based on an interview with the retiree to collect information regarding the retiree’s financial needs and/or retiree access to health care. The interview will be conducted by representatives of the Plan provider. At the option of the retiree, he or she may be accompanied by an Employee Group Representative, or a representative of their choosing. The County and/or Plan provider shall notify retiring employees of their right to have a representative present. The Benefit can only be paid to the retiring employee in one of the forms set forth in paragraph 5.3. Dane County will notify the retiring employee in writing (within the thirty (30) day time period identified above) of the election made by Dane County.

3. Form of Payment: Retiring employees who are eligible to receive a benefit under d.1 and d.3 will be paid the Benefit in one of the following forms, pursuant to the election made in paragraph e.2:

a. Dane County shall make an annual contribution to the PRIME Trust, or the Medical Plan Trust (selected by the parties) for the benefit of the employee to pay for health, dental, and other insurance premiums and un-reimbursed medical expenses specified under Internal Revenue Code Section 213. The annual contribution will be equal to 135% of the annual cost of health and dental insurance premiums for County sponsored insurance for the retiree and dependent(s), if any. If the retiree chooses a non-County sponsored plan, the annual contribution will be equal to 135% of the annual cost of the health and dental insurance premiums for the retiree and dependent(s), if any, plus the amount of the plan deductible up to $5,000 per person ($10,000 maximum), annually. If the retiree’s health and/or dental insurance premium cost increases during the calendar year, the retiree shall notify the County and the County will make a supplemental contribution equal to 100% of the additional premium amount for that calendar year. The annual contributions will continue until the benefit amount calculated in d.1 and d.3 is exhausted by the retiree or their qualified dependent beneficiaries. If the retiree participates in outside insurance, it is the responsibility of the retiree to notify the County and provide documentation of any premium change including annual increases.

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

d. 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.

f. 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.

Section 4: Retired and Disabled Employees Health Insurance. Employees who retire prior to age 65 but not before age 55 or who become totally disabled and by retirement or disability are eligible for at least the minimum Wisconsin Retirement Fund and/or Social Security retirement or disability benefits and who have exhausted their sick leave credits, shall be allowed to participate in the County’s group hospital, surgical, major medical and dental insurance plans until they die or become eligible for Medicare Plus coverage, but provided that the retired employee shall pay all premiums or contributions directly to the Insurer prior to the 10th day of the month preceding the month of coverage. Failure to make timely payments by a retired employee to the Insurer shall be grounds for termination of coverage of that retired employee.
SUBJECT: SAFETY AND WORKING CONDITIONS

This policy applies to the employees who are in job classes that were covered by the above collective bargaining agreements on December 14, 2014.

Section 1: (Applies to all Employees)
Safety and Working Conditions Study Committee. 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.

Section 2: (EG 2634)
Worker Safety Policy: The County agrees to establish a policy concerning worker safety which shall be given to each member of the Employee Group and the Employee Group Representative. There will be no changes to such policy without prior discussion with the Employee Group.

Section 3: (EG 1199)
The County shall observe all applicable health and safety laws and regulations and will take all reasonable steps necessary to assure employee health and safety. Employees shall observe all rules and regulations pertaining to health and safety. Should an employee become aware of conditions he/she believes to be unhealthy or dangerous to the health and safety of employees or patients, the employee shall report the condition immediately to the supervisor. All unsafe or unhealthy conditions shall be remedied as soon as is practicable.
SUBJECT: SALARY

Section 1: (Applies to all employees)

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.

This section only applies to employees who are in job classes that were covered by the following collective bargaining agreements on December 14, 2014.

Section 2: (EG 720/ EG 705/EG 65/ EG 2634/EG 1871)

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: (EG 720/ EG 705/ EG 65)

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 six and one-half (6-1/2) longevity credits. Employees shall thereafter be advanced one step in their classification salary range for each additional thirteen (13) longevity credits earned until they reach the maximum unless at least thirty (30) days prior to the annual date 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, employees may be hired at steps above Step 1 in which case they will be
advanced to steps above as is provided in (a) of this Section.

c. Employees who are promoted or reclassified shall be advanced not less than one (1) step upon advancement, which shall not be below the first step of the range of their new classification. Upon earning six and one-half (6-1/2) longevity credits in the step of the range into which they are advanced, increment increases shall be made as provided for in (a) of this Section.

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.

Section 4: (EG 720)

Equalized Paychecks - Dane County Communicators. All Dane County Communicators shall have equalized paychecks. The equalized paycheck amount shall be based upon 74.7 hours per pay period. The “regular rate” for purpose of the “Fair Labor Standards Act” purposes shall be the rate specified in the wage appendix of the Employee Benefit Handbook as if this provision on equalized paychecks was not effective. This provision is not intended to increase or decrease the pay received by communicators. If any part of the provision is deemed to be contrary to any provision of law or if this provision results in any additional salary expense to the County (additional salary expense means salary costs in excess of that which the County would be obligated without this section, but does not include administrative costs), the entire section shall be void and of no effect, and the County shall revert to the practices that existed prior to the implementation of this section.

Section 5: (EG 2634)
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 6.5 longevity credits. Employees shall thereafter be advanced one step in their classification salary range for each additional thirteen (13) longevity credits earned until they reach the maximum unless at least thirty (30) days prior to the annual date 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, employees may be hired at steps above Step 1 in which case they will be advanced to steps above as is provided in (a) of this Section.

(c) Employees who are promoted or reclassified shall be advanced not less than one (1) step upon advancement, which shall not be below the first step of the range of their new classification. Upon earning six and one-half (6-1/2) longevity credits in the step of the range into which they are advanced, increment increases shall be made as provided for in (a) of this Section.
(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.

Section 6: (EG 1871)
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, employees may be hired at steps above Step 1 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 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 he/she has 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.

Section 7: (EG Attorney’s)

a. Salary Plan. The salary and classification as shown in Wage Appendix shall be the minimum salaries for the classifications shown. This Section shall not be construed to prevent the County from creating new classified positions within the salary structure shown. The employee group representative shall receive the official minutes of the Personnel and Finance Committee and thereby be advised of the creation of any new classifications and shall have the right to grieve the placement of the position in the pay structure within thirty (30) days after receipt of notice.

b. The County agrees that it will not hire an employee for any position in the employee group at a step placement greater than the entry level step for the appropriate classification without first providing at least
ten (10) days written notice to the Employee Group Representative. The Employee Group Representative shall have the right to meet with the appropriate department head and the County Executive or designee to discuss the matter prior to the hire. The County Executive must approve the rate at which the employee is ultimately hired.

c. **Merit Steps.** Employees shall be hired at no less than the first minimum step of their classification and shall be advanced to the second step or the next higher step effective as of the first day of the first biweekly pay period after employee has earned six and one-half (6.50) longevity credits. Following the 2nd step of the salary range, employees shall be advanced one (1) step in their classification salary range for each additional thirteen (13) longevity credits earned unless thirty (30) days prior to the merit step date the department head notifies the employee and the Human Resources Director in writing that the merit step increase is being denied.

d. **Half-Step Pay Increments.** When employees become eligible for merit steps as provided in (a) of this Section, they shall also be eligible for an additional four (4) half-steps in their salary range. These half steps are at the discretion of their department head and on the basis that the employee has exhibited consistent extra effort and outstanding quality performance.

Employees who are eligible for half steps must make a request to their department head to receive the half step adjustments for which they are eligible. To grant or deny a half step increase, the department head must take affirmative written action. If a half step increase is not to be granted, the department head must send written notice of such decision to the affected employee within five (5) days following such decision. If a half step is denied, it may be granted upon the next thirteen (13) longevity credit increment. The granting of such half-steps shall have no effect on the granting of future merit steps in terms of the level of those steps and their timing as specified in the wage schedule of the Employee Benefit Handbook. Employees may request half steps at any step in the wage scale. Half steps cannot be waived as long as the employee has not reached Step 40.

e. Employees who are promoted shall be advanced not less than one step upon advancement, which shall not be below the first step of the range of their new classification. Upon earning six and one-half (6.50) longevity credits in the step of the range into which they are advanced, increment increases shall be made as provided for in (a) of this Section.

f. Employees who are transferred laterally to another position carrying the same salary range shall receive the same salary increment steps as though they had remained in their formerly held position.

Section 8: (EG 1199)

a. Employees who were in the employ of the County on 12/29/79, shall be placed upon the Salary Schedule, effective 12/29/79 with due credit for prior service to the County and any credit previously granted by Dane County for service rendered under other County(s). Employees hired since 12/29/79 shall be similarly placed on the Salary Schedule, effective with their date of hire. The aforementioned employees will not be placed at a step under this contract less than the step upon which they are/were paid as of the date of the 1979-81 Agreement was reached. Employees proceed to the next salary step as provided in the Salary Schedule with the increased wage effective with the commencement of the pay period in which the required length of service occurs for such increased wage.
1. The employee commences employment at step 1 and moves to:
   Step 2 upon completion of six (6) months of employment;
   Step 3 upon completion of eighteen (18) months of service;
   Step 4 upon completion of thirty (30) months of service;
   Step 5 upon completion of forty-two (42) months of service;
   Step 6 upon completion of fifty-four (54) months of service.

b. New employees at Badger Prairie Health Care Center in Range 18 shall not be placed upon the salary schedule at a step higher than Step Three (3) without mutual agreement of the parties. Such placement shall be based on the individuals relevant qualifications and experience. New hires in other Ranges shall be placed upon the salary schedule at Step One (1) and shall move to Step Two (2) upon completion of the probation period.

c. Further movement upon the salary schedule shall be in accordance with the terms and conditions of this Handbook. If an employee in Pay Range 18 commences employment above Step 1, they will move through the steps following the same pattern as employees hired at Step 1. For example, if an employee is hired at Step 2, upon completion of the probation period, they move to Step 3, and so on.

d. The salary and classifications contained herein 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 classification and provide the employee group representative with 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.

e. **Salary (COPE) Deductions.** Upon receipt of a written request authorizing COPE 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’s Representative a list of employees who have authorized COPE deductions. Such orders may be terminable in accordance with the terms of the order the employee has on file with the County.

f. **Reclassification or Reallocation.** The employee shall be placed in a new salary range upon transfer to a position of a different classification in a different salary range. The salary set forth in the reclassified position and/or range change will become effective with the first full pay period in the new position.
SUBJECT: SENIORITY

Section 1: (Applies to all employees)

a. **Determination of Seniority Order**: Should more than one employee be hired on the same date, the order of seniority shall be determined by the last four digits of their Social Security numbers, with the employee with the highest number considered most senior.

b. **Seniority/Application**. Seniority for purposes of application in this Handbook shall be computed from date of hire with the County. Only severance of employment or appointment to a supervisory or managerial position shall terminate seniority under this policy.

c. The County shall furnish an up-to-date master seniority list by February 1 of each year to the President and Staff Representative or Business Agent of the Employee Group's Representative, if any.

The remainder of the policy only applies to employees who are in job classes that were covered by the following collective bargaining agreements on December 14, 2014.

Section 2: (EG 720/ EG 705/EG 65)

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

a. While on probation, employees shall not acquire or accumulate seniority. Upon completion of probation, employees shall receive seniority credits retroactive to date of employment or date of employment minus any time which did not count as probationary time.

b. Employees on military leave shall earn and accumulate seniority in accordance with State and Federal statutes and as provided in Section 18 of county ordinance and the Military Leave policy.

c. Employees on leave of absence without pay as provided in the Leave of Absence policy of this Handbook 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 supervisory 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 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.

Section 3: (EG 2634)

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

a. While on initial probation, employees shall not acquire or accumulate seniority. Upon completion of probation, employees shall receive seniority credits retroactive to the date of employment or date of employment minus any time which did not count as probationary time.

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 policy.

c. Employees on leave of absence without pay as provided in Section 18 of the county ordinance or the Leave of Absence policy of this Handbook 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 supervisory 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 Employee Group shall be accumulated.

e. Employees' seniority shall be terminated and lost when:
   1. The employee quits or is discharged for just cause,
   2. The employee fails to return to work upon expiration of a leave of absence; within ninety (90) days after a military tour of duty (as provided by law); or fails to respond to a recall from lay-off in accordance with the Layoff policy.
   3. The employee is absent without authorized leave for three (3) or more consecutive workdays.

Section 4: (EG 1871)

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 no. 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.

Section 5: (EG 1199)

a. Seniority (for job security and other language purposes) shall be calculated based on date of hire with the County. This shall not affect use of longevity credits for other purposes as provided in this policy.

b. An approved leave of absence for educational purposes shall not cause a break in seniority. Employees on military leave shall earn seniority in accordance with State and Federal statutes.

c. Employees on leave of absence without pay or on layoff shall earn seniority up to, but not excluding the first thirty (30) days of such leave or layoff.

d. Employees who are promoted into supervisory positions shall cease to accumulate seniority unless such employee returns to a position recognized in the wage schedule of the collective bargaining agreement within the ninety (90) day trial period in which event all time out of the Employee Group shall be accumulated. An individual who remains in a supervisory position more than one year shall sacrifice his/her Employee Group seniority.

e. Employees seniority shall be terminated and lost when:

1. The employee quits or is discharged for just cause,

2. The employee fails to return to work upon expiration of a leave of absence; within ninety (90) days after a military tour of duty (as provided by law); or fails to respond to a recall from layoff.
Seniority.

a. While on probation, employees shall not acquire or accumulate seniority. Upon completion of probation, employees shall receive seniority credits retroactive to date of employment.

b. Seniority shall be computed from date of hire with the County, except in the event of layoff, reemployment list, recall from layoff, temporary layoff or reduction in hours, seniority shall be computed from an employee’s last date of employment in the position covered in this wage schedule.

c. Employees seniority shall be terminated and lost when:

1. The employee quits or is discharged for just cause,

2. The employee fails to return to work upon expiration of a leave of absence; within ninety (90) days after a military tour of duty (as provided by law); or fails to respond to a recall from lay-off in accordance with the Layoff policy.

Section 7: [EG Attorney’s]
Each employee shall earn, accumulate or lose seniority as follows:

a. While on probation, employees shall not acquire or accumulate seniority. Upon completion of probation, employees shall receive seniority credits retroactive to date of employment or date of employment minus any time which did not count as probationary time.

b. Employees who work on a regular schedule of less than full-time, shall earn seniority pro rata related to full-time employment.

c. Employees on military leave shall earn and accumulate seniority in accordance with State and Federal statutes and section 18. of the county ordinance and the Military Leave policy.

d. Employees on leave of absence without pay as provided in the Leave policy or on layoff as provided in the Layoff policy shall earn and accumulate seniority up to but not exceeding the first thirty (30) days of such leave or layoff.

e. Employees who are promoted into supervisory positions shall cease to accumulate seniority unless such employee returns to the former position covered in this wage schedule within the ninety (90) day trial period in which event all time out of the former position shall be accumulated.

f. Employees seniority shall be terminated and lost when:

1. The employee quits or is discharged for just cause.

2. The employee fails to return to work upon expiration of a leave of absence; within ninety (90) days after a military tour of duty (as provided by law); or fails to respond to a recall from layoff in accordance with the Layoff policy.
SUBJECT: SENIORITY TRANSFERS

This policy only applies to employees who are in job classes that were covered by the following collective bargaining agreements on December 14, 2014.

Section 1: (EG 720/ EG 705/ EG 2634)

This provision applies to the Social Worker classification, the Economic Support Specialist classification, Lead Economic Support Specialist classification, and the Clerk and Clerk Typist series classifications that are assigned to the Human Services Department. Employees employed in these classifications in the Human Services Department who wish to transfer into a different position within the same classification shall be considered on the basis of seniority. The most senior transfer applicant shall be placed in the vacant position provided the employee is qualified and able to perform the specific job duties associated with the position. The appointing authority may deny transfers based on legitimate business reasons which may include but are not limited to the following:

a. The employee’s inability or inexperience in performing specialized functions of the position;
b. The employee’s performance deficiencies as documented in performance evaluations, coaching notes, or disciplinary actions;
c. The negative impact turnover will have on the performance of a particular work unit.

In the event that an employee is denied transfer, the reason for such denial will be communicated to the employee in writing, and a copy of the denial will be provided to the president of the Employee Group’s Representative, if any.
SUBJECT: SEPARATION FROM COUNTY SERVICE

This policy only applies to employees who are in job classes that were covered by the following collective bargaining agreements on December 14, 2014.

Section 1: (EG 720/ EG 705/EG 65/EG 1871/EG 2634/EG 1199/Building & Construction Trades Council of South Central WI/EG Attorney’s)

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

Section 2: (EG 720/ EG 705/ EG 2634/ EG 1871/Building & Construction Trades Council of South Central WI/EG 1199/EG Attorney’s)

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

Section 1: (Applies to all employees)

a. **Sick Leave Definition.** Sick leave shall be defined as time off the job with pay because of: illness, bodily injury, exposure to a contagious disease, attendance upon members of the immediate family; and diagnostic treatment, dental procedures and opticians services when such services are performed by duly licensed practitioners.

b. **Immediate Family Definition.** An employee’s immediate family shall be the following relations of the employee, his/her spouse or his/her Domestic Partner: spouse, children, step-children, foster children, siblings, step-siblings, parents, step-parents, foster parents, grandchildren, grandparents, brother-in-law, sister-in-law, son-in-law and daughter-in-law. Also included are other relatives of the employee, spouse or Domestic Partner residing in the employee’s household. Domestic Partner shall be defined as provided in chapter 18 of the ordinance.

c. **Sick Leave with Pay Credits.** All full-time employees covered by this policy shall be granted sick leave with pay credit at the rate of four (4) hours of sick leave for each bi-weekly pay period during which an employee receives compensation for forty (40) or more hours of work or the equivalent compensation. Part-time employees shall earn sick leave credits on pro-rata basis.

d. The maximum accumulation of sick leave shall not exceed one thousand seven hundred (1,700) hours on the last date of each payroll year.

e. **Use of Sick Leave Credits.** Employees shall inform their supervisor or department head as is appropriate of their need to be absent prior to their regularly scheduled starting time the first day and each day thereafter when return to work is doubtful; when their absence can be anticipated because of an appointment, such notice shall precede the absence by five (5) days when possible. The time off on sick leave for such appointments as are necessary shall be the minimum time required by the employee; but where it is possible for the employee to do so and in the interests of departmental efficiency, such appointments will be scheduled as near as possible to the end of the work day.

1. Employees may use sick leave credits for temporary emergency care of ill or injured members of their immediate family (defined above), not to exceed five (5) days for any one (1) illness or injury; however, the five (5) days may be extended in unusual circumstances with prior County approval.

2. If an employee is absent from work for any of the reasons set forth under the sick leave definition above, and at such time has accumulated insufficient sick leave credits to cover the time lost, the amount of time lost shall be deducted from current earnings of said employee, provided, however, that for each month worked during such calendar year by said employee during which no sick leave is taken, said employee shall be reimbursed for the time he/she had lost as a consequence of the insufficient accumulation of sick leave credits.

3. Employees may at their option use vacation credits, holiday credits, or compensatory time due, to extend sick leave.
4. Employees may use vacation or holiday time in lieu of sick leave. Substituting other leave time for sick leave does not relieve the employee of any obligation to follow call in procedures. Absences may be used in evaluating general attendance, absenteeism, and specific violations of attendance policies regardless of the type of leave time that is used unless such leave time was previously approved by an employee’s supervisor.

f. Physical Examination by County Doctor. In the event that an employee shall have been absent under the provisions of this policy and returns to work without release from his/her own doctor, satisfactory to the County, the County shall have the right to direct the employee to a doctor selected and paid by the County. In the event that the employee shall be found fit to return to work, he/she shall be made whole for any necessary travel expense or loss of earnings incurred as a result of being directed to the County Doctor. The County may require at the County's expense a medical certificate or other appropriate verification of sick leave absence.

g. Supplemental Sick Leave Bank. If an employee has reached the maximum number of hours allowed for conversion at retirement (the “cap”), the County will automatically deposit unused, accrued sick leave hours above the cap into a supplemental sick leave bank at the end of each payroll year. The hours deposited in the supplemental sick leave bank may be used during any absence caused by a medical condition that would be covered under the Family and Medical Leave Act (FMLA). The condition must be confirmed in writing by the treating physician, but the County will not require employees to submit the Health Care Provider Certification required for an FMLA leave. Employees may use the supplemental sick leave bank even if they have exhausted the number of hours available under the limitations of the FMLA during a rolling calendar year. The number of hours deposited in the supplemental sick leave bank shall be limited to 480 hours.

Section 2: (EG 1199)

a. Physical exam/medical tests. If any employee is required, as a condition of employment, to have a physical examination and/or medical tests, the cost of such shall be paid by the County. The employee may take such examination with any physician in a clinic retained by the County, the County doctor, or his/her own physician. In such cases, the County will grant release time to the employee without such being deducted from vacation credits, sick leave or compensatory time due the employee.

b. Attendance Policy. Employees within this Employee Group at Badger Prairie Health Care Center shall be subject to the sick leave policy in the Administrative Practices Manual, not the Badger Prairie Attendance policy.
SUBJECT: SPECIAL EMPLOYMENT PROGRAMS

This policy only applies to employees who are in job classes that were covered by the following collective bargaining agreements on December 14, 2014.

Section 1: (EG 720/ EG 705)

a. Special Employment Programs. The County may, from time to time, participate in special programs which provide employment (such as the Disadvantaged Youth Program).
SUBJECT: STUDENT INTERNS

This policy only applies to employees who are in job classes that were covered by the following collective bargaining agreements on December 14, 2014.

Section 1: (EG 720)

Land and Water Resources Department Student Interns

a. The classification of “Student Intern (LTE) – Land and Water Resources Department” shall be created with an hourly wage rate of nine dollars and fifty cents ($9.50).

b. All Student Intern (LTE) – Land and Water Resources Department employees will be required to work on special volunteer projects as part of their internship without pay. These special volunteer projects will be outlined in the student’s agreement. Student Intern (LTE) – Land and Water Resources Department employees will be paid for all scheduled work in the parks.

c. There will be no more than ten (10) Student Intern (LTE) – Land and Water Resources Department employees each year.

d. Employees in the following classifications in the Land and Water Resources Department shall not be scheduled to work on Saturdays or Sundays:

   Arborist
   Groundskeeper
   Heavy Equipment Operator
   Mechanic
   Mechanical Repair Worker
   Park Laborer
   Park Maintenance Technician
   Park Specialist
   WaterCraft Inspector

e. Student Interns will be included in the appropriate Employee Group.

Section 2: (EG 65)

a. The County shall not utilize Interns at the Zoo should any regular employee employed at the Zoo be on layoff. The number of interns employed by the Zoo shall not exceed four (4) annually. The Zoo Union steward shall be annually provided with a copy of the contract for Zoo interns that the County/Henry Vilas Zoo executes with the organization from which interns are contracted.
SUBJECT: SUBCONTRACTING

Section 1: (Applies to all employees)

Subcontracting. 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.

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:

a. 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;

b. 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

c. 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

The interested stakeholder may access the ordinance procedures in 18.24 to address such transfers and their effects.
SUBJECT: TOOL/EQUIPMENT/SUPPLIES ALLOWANCE

This policy only applies to employees who are in job classes that were covered by the following collective bargaining agreements on December 14, 2014.

Section 1: (EG 720/ EG 65)

a. Tool Allowance. Certain employees such as Mechanics, Blacksmiths and Welders or others who the County may require to provide their own hand tools as a part of their job requirement shall be entitled to a tool allowance of thirty-four dollars ($34.00) per month.

Section 2: (Building & Construction Trades Council of South Central WI)

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

Section 3: (EG 1199)

a. The County furnishes and maintains safe working conditions, tools, equipment, and supplies required to enable the employee to satisfactorily carry out his/her duties and responsibilities. The Employee Group Representative and the County recognize that members of the Employee Group have a responsibility to report any unsafe conditions or practice, and for the proper use and care of tools, equipment, and supplies furnished by the County.
SUBJECT: TRAINING AND EDUCATION

This policy only applies to employees who are in job classes that were covered by the following collective bargaining agreements on December 14, 2014.

Section 1: (EG 1871)
TRAINING AND EDUCATION

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 his/her 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 his/her professional practice.

Section 2: (EG 2634)

a. Education and training opportunities shall be limited to areas directly related to the job classifications covered by the wage schedule in the Handbook and training programs required for entry level supervisory positions with Dane County. When an application for training or continuing education is not approved, a written explanation will be given to the worker by the person making the denial. Denial of training and education requests shall not be for arbitrary or capricious reasons and said denials shall be subject to the Grievance Procedure of this Handbook. Employees shall be given opportunities to meet training requirements to maintain certification.

b. In-service Opportunities: All in-service training and education opportunities will be posted at each work location where EG employees are assigned. In-service training and education opportunities shall be posted on the County Intranet site.

c. Certificate and Undergraduate/Graduate Course Work: 2634 Employee Group members are encouraged to acquire relevant, Social work related credits in areas such as Social Work Policies, Methods of Social Work, Human Growth and Development, Social Work Advocacy and the Law, Aging, Disabilities, Family Counseling, Child Welfare, and Interpersonal Skills. Members shall be allowed to do so using vacation, holiday, and personal leave. In addition, members may use up to 120 hours per year of unpaid time to attend courses, provided such selection does not adversely affect the department’s operations as determined by
For successful completion of graduate courses, sixteen (16) hours of in-service credit for each graduate credit earned will be counted toward the one hundred twenty (120) hours of in-service training requirement for advancement within the Social Worker classification as specified in the wage appendix of the Employee Benefit Handbook and the four hundred (400) hours of in-service training required for promotion to Senior Social Worker level.

Section 3: (EG Attorney’s)

a. Bar Dues. The County will pay the applicable State of Wisconsin professional bar dues on behalf of each employee covered in this section. Bar dues shall include one state bar section dues relevant to the employee’s position not to exceed a cost of $35.00 per year.

b. Continuing Legal Education. The County shall pay reasonable expenses as determined by the unit supervisor for continuing legal education course work subject to applicable County travel ordinance and regulations. A committee of County, employees, and employee representatives will meet to discuss the process for approval of CLE requests within the office.

Section 4: (EG 1199)

a. Employee Training. When an employee’s attendance at training or educational sessions is directed by the County, such attendance will be without loss of pay and at the County's expense.

b. Job Required Training. Should an employee be required to achieve further credit to maintain licensure, certification or registration, the County will discuss with the Employee and his/her Employee Group Representative the terms and conditions relating to such requirements and their impact on the employee(s).

c. Education Leave. Employees may apply for an education leave of absence without pay for an academic year and a summer session, or any segment of the education program within that time. 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 Human Resources Director. The employee has the right to participate in all insurance plans, when paid for by the employee. Education Opportunities Posting. The County shall timely post all reasonable information regarding educational opportunities for staff members. Such information shall be posted on all County bulletin boards.

d. Tuition Reimbursement. Employees who work half-time or more may be permitted time off without pay to attend job-related education courses in any accredited institution of higher education Tuition costs, not to exceed $400 per employee per calendar year, will be reimbursed by the County to the employee upon successful completion of approved courses, including courses on the Internet or from in or out of state institutions of higher education. The employee will notify the County at least thirty (30) calendar days in advance of course registration in order to arrange for scheduling of hours to meet the County's operational needs. The County will not deny employee requests for participation under this provision, for arbitrary or capricious reasons. Employees seeking tuition reimbursement under this section may, at their discretion, combine the dollar amounts in tuition reimbursement and continuing education and conferences for this purpose. Any monies used from continuing education and conferences for this purpose will be subtracted
from the annual continuing education and conference allotment provided.

e. **Continuing Education and Conferences.** The County will release each employee to attend professional conferences with such conferences related to his/her professional practice. Said conferences shall not exceed five (5) work days per year per employee. The employee may choose to take the conference day in increments of four (4) or eight (8) hours. Employees using increments of four (4) hours in a work day will return to work for their remaining hours. The County will pay the cost of conference attendance, not to exceed four hundred dollars ($400) per year per employee. However, not more than ten percent (10%) of the employees scheduled to work on a given day may be released, without the express approval of the County. Employees seeking continuing education and conference monies under this section, may, at their supervisor’s discretion, combine for this purpose the dollar amounts in the Tuition reimbursement and continuing education section for this purpose. Any monies used from the Tuition reimbursement for this purpose will be subtracted from the annual tuition allotment provided under the Tuition reimbursement section.

If a conference registration fee is one hundred dollars ($100) or more, the County will preauthorize payment for the registration fee provided, however, that the employee requests payment at least thirty days before it is due.

When an employee requests to attend the above conferences, he/she shall be given written confirmation or denial of the request within five (5) days of submitting the request.

Section 5: (EG 720/ EG 705/EG 65)

**Trainee Programs.** It shall be the policy to develop training and retraining programs. Such programs shall be designed to improve the skills of employees relative to the jobs they currently perform and for jobs to which they may be promoted. Any such training or retraining programs as are developed shall be at the consent of the County and Employee Group’s Representative(s).
SUBJECT: TRANSFER OF COUNTY FUNCTIONS

This policy only applies to employees who are in job classes that were covered by the following collective bargaining agreements on December 14, 2014.

Section 1: (EG 720/ EG 705/ EG 65/ EG 1871)
   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 bargain collectively provide notice to with the Employee Group’s Representative relative to the aforesaid affects. The interested stakeholder may access the ordinance procedures in D.C.O. s.18.24 to address such transfers and their effects.

Section 2: (EG Attorneys)
   a. Transfer of County Functions. The County agrees that in the event that another unit of government shall take over the operation of a department or function being performed by employees covered by this Handbook, such employees, as may be affected, shall suffer no impairment of rights or benefits during the term of this Handbook including the right of the Employee Group Representative to represent employees insofar as permissible under applicable law.

Section 3: (Building & Construction Trades of South Central WI)
   a. Transfer of County Functions. The County agrees that in the event that another unit of government shall take over the operation of a department or function being performed by the employees covered by the terms of this Handbook, and if said takeover negatively affects unit employees, the County shall consider the impact of such transfer on its employees and shall notify the Employee Group of such contemplated action.
SUBJECT: TRANSIT CREDIT PROGRAM/ TASKFORCE

Section 1: (Applies to all employees)

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.
SUBJECT: UNDESIRABLE HOURS PREMIUM PAY

This policy only applies to employees who are in job classes that were covered by the following collective bargaining agreements on December 14, 2014.

Section 1: (EG 720/ EG 705/EG 65/ EG 1871)

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. Employees shall be paid undesirable hours premium pay for work performed during the undesirable hours period at the rate of eighty cents ($ .80) 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: (EG 1871)

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.

Section 3: (EG 1199)

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

Public Health

a. The professional 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 professional hours premium pay for the same time.

c. Employees who take compensatory time off for hours worked during such periods shall not receive professional hours premium pay for the same time.
professional hours premium pay or its equivalent in time off.

d. Employees shall be paid professional hours premium pay for work performed during the professional hours period as follows: ("Work performed" means actual performance on the job,) ninety-five cents ($.95) per hour.

e. Employees who are assigned by management to day charge or shift charge responsibility shall be paid a differential of four dollars ($4.00) per hour in addition to his/her regular rate of pay.

Badger Prairie Health Care Center

a. The professional hours period and premium is defined as follows:

<table>
<thead>
<tr>
<th>Period</th>
<th>Shift</th>
<th>Rate (per hour)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Weekdays</td>
<td>Second Shift</td>
<td>$1.60</td>
</tr>
<tr>
<td></td>
<td>Third Shift</td>
<td>$2.60</td>
</tr>
<tr>
<td>Weekends</td>
<td>First Shift</td>
<td>$1.50</td>
</tr>
<tr>
<td></td>
<td>Second Shift</td>
<td>$3.00</td>
</tr>
<tr>
<td></td>
<td>Third Shift</td>
<td>$4.00</td>
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</tbody>
</table>

Charge Pay for RNs $4.00 per hour

b. Employees who receive time and one-half pay for time worked during such periods shall not also receive professional hours premium pay for the same time.

c. Employees who take compensatory time off for hours worked during such periods shall not receive professional hours premium pay or its equivalent in time off.

d. Clinical Care Coordinators shall receive a differential of $4.00 per hour in lieu of all other differentials. The Coordinator may be assigned to “house charge,” and if so assigned, will not be eligible for charge pay.
SUBJECT: UNEMPLOYMENT COMPENSATION

Section 1: (Applies to all employees)

   a. The County will provide Unemployment Compensation Insurance.
SUBJECT: UNIFORM ALLOWANCE

This policy only applies to employees who are in job classes that were covered by the following collective bargaining agreements on December 14, 2014.

Section 1: (EG 1199)

a. Uniform Allowance. Employees, if required to wear uniforms, will be paid $100 annually for such uniforms. Such will be paid on or about July 1 of each year. An employee must have successfully completed his/her probationary period in order to receive the uniform allowance.

Section 2: (EG 720/ EG 705/ EG 1871)

a. Uniform Allowance. In the event that any employee shall be required as a condition of his/her 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 ninety-five dollars ($95.00) annually to such employees.

Section 3: (EG 720)

a. Sheriff’s Department Uniforms. The annual allotment for uniforms and shoes for Jail Clerks and Sheriff’s Aides shall be one hundred fifty dollars ($150.00) for uniforms, fifty-five dollars ($55.00) for shoes.

Section 4: (EG 65)

a. Uniform Allowance. In the event that any employee shall be required as a condition of his/her 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. Moreover, the County shall pay the full cost of uniforms (purchase, maintenance and cleaning) for Mechanics, Mechanic Helpers, Body Repair Workers, Tire Repairers and Heavy Equipment Machinists and Parking Facility Workers, Zoo Attendants and Zoo Maintenance Mechanics. For employees required to wear safety shoes or boots, the County shall provide an annual payment of ninety five dollars ($95.00) to such employees.

Section 5: (Building & Construction Trades Council of S Central WI)

a. For employees required to wear safety shoes, the County shall provide a ninety-five dollar ($95.00) annual payment to such employees. In the event the County shall pay a shoe allowance in an amount greater than
the amount hereunder, said greater shoe allowance shall be applicable to members of this Employee Group on the same basis.
SUBJECT: VACATION

Section 1: (Applies to all employees)

a. Use of Vacation Credits.

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.)

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.

The policy sections below only apply to employees who are in job classes that were covered by the following collective bargaining agreements on December 14, 2014.

Section 2: (EG 720/ EG 705/ EG 65/ EG 1199/ Building & Construction Trades Council of S Central WI/ EG Attorney’s)

Selection of Vacation.

a. Each Dane County department head shall designate vacation periods for employees within his/her department according to classification or types of job of employees. Such vacation periods as are designated shall be sufficient to allow all employees to select their vacations. Employees shall be allowed to select their vacations from the designated period according to their seniority with the County.

b. It is the policy to encourage employees to use all vacation credits annually. No employee having properly selected his/her vacation according to his/her seniority shall be denied such vacation. If, however, because of labor shortages or work requirements, an employee shall be persuaded to delay his/her vacation, it shall remain to the employee’s credit. If an employee does not select a vacation during the designated period and it appears evident that vacation credits will be carried into the following calendar year, the department head may assign the employee to a vacation period. When all vacation credits are not used during years in which they are earned, such remaining vacation credits as employees may have, shall be carried forward for each employee into the following year and used by the last day of the payroll year or shall be transferred to the Vacation Bank, if possible. If all or a portion of such transfer is not permitted under the terms of this Handbook that portion shall be lost. Employees shall be notified of approved or denied requests for vacation of forty (40) consecutive work hours or more within fifteen (15) days of the date of the request.

c. Employees shall be encouraged to use vacations in sustained periods of one (1) or more weeks, thereby deriving what is commonly accepted as the greatest value from the vacation. In the event that an employee shall wish to use vacations in small increments this provision shall not be a bar to such use. Such smaller increments of vacation credit use shall be allowed with department head approval where such use does not
interfere with the normal use of vacation credit by other employees or adversely affect departmental operation.

Section 3: (EG 1871)

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 4: (EG 2634)

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 Vacation 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 this provision shall not be a bar to such use. Such smaller increments of vacation credit use shall be allowed with department head approval where such use does not interfere with the normal use of vacation credit by other employees or adversely affect departmental operation.

Section 5: (EG 720/ EG 705/ EG 65/ EG 2634/ EG 1871/EG 1199/ Building & Construction Trades Council of S Central WI)

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

a. Employees may contribute up to six hundred eighty eight (688) hours of vacation time to a Vacation Bank. A deposit into the vacation bank may be made at any time during the payroll year but no later than the last day of the payroll year following the year in which said vacation was earned.

b. Employees may use vacation time from their Bank according to the normal procedures used for the use of vacation contained in this policy.

c. Upon termination of employment or retirement all time remaining in the Vacation Bank shall be paid at the
employee’s normal rate of pay (including longevity pay).

Section 6: (EG Attorneys)

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

   Employees may contribute up to five hundred seventy six (576) 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.

   Employees may use vacation time from their Bank according to the normal procedures used for the use of vacation contained in this agreement.

   Upon termination of employment or retirement all time remaining in the Vacation Bank shall be paid at the employee’s normal rate of pay (including longevity pay).

Section 7: (EG 1871)

**Rate of Earning Vacation Credits.** All employees covered by the above groups 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.

Section 8: (EG 720/ EG 705/ EG 65/EG 1199/Building & Construction Trades Council of South Central WI)

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

a. 1st year thru 5th year, eighty (80) hours for each thirteen (13) longevity credits--full-time equivalent, two (2) calendar weeks.

b. 6th year thru the 10th year, one hundred twenty (120) hours for each thirteen (13) longevity credits--full-time equivalent, three (3) calendar weeks.
c. 11th year thru 14th year, one hundred fifty-two (152) hours for each thirteen (13) longevity credits—full-time equivalent, –three (3) calendar weeks and four (4) days.

d. 15th year thru 20th year, two hundred (200) hours for each thirteen (13) longevity credits—full-time equivalent, five (5) calendar weeks.

e. 21st year and thereafter, two hundred forty (240) hours for each thirteen (13) longevity credits—full-time equivalent, six (6) calendar weeks.

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

Section 9: (EG 65)

a. **Selection of Vacation.** If an employee is absent from work due to compensable illness or injury covered under Wisconsin Workers’ Compensation Act, the carryover deadline for use of vacation days and/or holidays carried over from the previous year shall be extended by the amount of time the employee is absent due to said compensable injury or illness.

Section 10: (EG 2634)

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

a. 0 through 26 longevity credits (approximately first year through second year) 3.08 hours for each one-half (.50) longevity credit earned or a full-time equivalent of eighty (80) hours each year.

b. Over 26 through 65 longevity credits (approximately third year through the fifth year, 3.69 hours for each one-half (.50) longevity credit earned or a full-time equivalent of ninety-six (96) hours each year.

c. Over 65 through 130 longevity credits (approximately sixth year through the tenth year) 4.62 hours for each one-half (.50) longevity credit earned or a full-time equivalent of one hundred twenty (120) hours each year.

d. Over 130 through 182 longevity credits (approximately eleventh year through the fourteenth year) 6.15 hours each one-half (.50) longevity credit earned or a full-time equivalent of one hundred sixty (160) hours each year.

e. Over 182 through 260 longevity credits (approximately fifteenth year through the twentieth year) 7.38 hours each one-half (.50) longevity credit earned or a full-time equivalent of one hundred ninety-two (192) hours each year.

f. Over 260 longevity credits (approximately twenty-first year and thereafter) 9.23 hours for each one-half (.50) longevity credit or a full-time equivalent of two hundred forty (240) hours each year.
Each employee shall be compensated while on vacation at the rate of pay in effect for her/him at the time vacation credits are used; part-time employees shall earn vacation credits pro rata.

Effective December 27, 1992, and prospectively, additional weeks of vacation will be credited to an employee's vacation balance based solely on years of service. The annual end of payroll year audit will be used to adjust (prorate) those balances for part-time employees who work a varying number of hours due to increased hours, reduced hours or a Leave of Absence without pay.

Section 11: (EG Attorney’s)

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

a. 0 through 26 longevity credits (approximately first year through second year) 3.08 hours for each one half (.50) longevity credit earned or a full-time equivalent of eighty (80) hours each year.

b. Over 26 through 65 longevity credits (approximately third year through fifth year) 4 hours for each one half (.50) longevity credit earned or a full-time equivalent of one hundred four (104) hours each year.

c. Over 65 through 91 longevity credits (approximately sixth year through seventh year) 5.54 hours for each one half (.50) longevity credit earned or a full-time equivalent of one hundred forty-four (144) hours each year.

d. Over 91 through 130 longevity credits (approximately eighth year through tenth year) 6.15 hours for each one half (.50) longevity credit earned or a full-time equivalent of one hundred sixty (160) hours each year.

e. Over 130 through 182 longevity credits (approximately eleventh year through fourteenth year) 6.77 hours for each one half (.50) longevity credit earned or a full-time equivalent of one hundred seventy-six (176) hours each year.

f. Over 182 through 260 longevity credits (approximately fifteenth year through twentieth year) 8.61 hours for each one half (.50) longevity credit earned or a full-time equivalent of two hundred twenty-four (224) hours each year.

g. Over 260 longevity credits (approximately twenty-first year and thereafter) 9.23 hours for each one-half (.50) longevity credit earned or a full-time equivalent of two hundred forty (240) hours each year.

Each employee shall be compensated while on vacation at the rate of pay in effect for her/him at the time vacation credits are used; part-time employees shall earn vacation credits pro rata.
Section 12: (EG 720/ EG 705)

Vacation Selection for Employees at Badger Prairie Health Care Center

In an effort to distribute vacation in a more equitable manner, and to ensure a more even distribution among all employees, the following guidelines are set forth:

Each Department management will provide a “Vacation Calendar.” Each employee will be contacted by seniority. The “vacation calendar” for each calendar year will be for a twelve (12) month period, January 1, through December 31. Vacation will be selected between October 1 and November 30 of the preceding year.

Scheduling time off will include days off. Days off will be taken into account if there is a shift change.

A fixed number of people can be accommodated on any given day. That number will be determined and posted before the sign up period begins. If fewer people than that number are listed, sign up. If that number has already been met, employees are expected to make another selection.

Requests will be planned with back up dates in case choices are not available. The process must be completed by November 30 every year.

Employee will sign up on the calendar in ink. Manager, or designee, will initial as witness. Manager, or designee, will also provide a photocopy of all selections employee has made. Employee should save this copy for future reference.

There will be no blocks of days required but employees must schedule at least one-half (1/2) of eligible days available. Employees may schedule all of their available hours.

All time does not have to be scheduled. Some may be saved for last minute requests.

Requests made after the process is complete will be on a “first come-first served” basis and will require a Request Slip.

Cancellation of approved time must be done one (1) month in advance.

Employees not wishing to cancel unwanted time already granted may “trade” with another employee. However, “trades” must be equal in time and each Employee assumes the position of the person trading. (Example: trade with a Float, become the float.)

Vacation Calendar cannot and shall not be removed from the designated site.
SUBJECT: VEHICLE INSURANCE

This policy only applies to employees who are in job classes that were covered by the following collective bargaining agreements on December 14, 2014.

Section 1: (EG 720/ EG 705 /EG 65)

a. Vehicle Insurance Allowance. Employees who carry business use insurance coverage for their personal motor vehicle as caused by their Dane County employment shall receive a fifty dollar ($50.00) annual payment. The Dane County Risk Manager shall be responsible for the administration of this policy.
SUBJECT: VEHICLE USE POLICY

Section 1: (Applies to all employees)

1.0 INTRODUCTION
The purpose of this policy is to specify standards for Dane County employees and volunteers who operate vehicles in conducting official Dane County business. Department heads are responsible for implementation and enforcement of this vehicle usage policy, as well as any specific Department policies which may supersede this policy. This Policy covers:
   - Vehicles
   - Drivers & Passengers
   - Safety Requirements
   - Maintenance
   - Parking, and
   - What to do if there is an accident

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

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

2.3. Dane County may assign vehicles to a County Department, Officer or employee under these circumstances:
   - When the duties or responsibilities of the Department, Officer, or Employee includes frequent and regular calls;
   - For deputized staff, based on assignment;
   - As provided in contracts or agreements; or
   - Otherwise needed to conduct official County business as determined at the discretion of the Department Head.

2.4. Any employee or volunteer who would like to use a pool vehicle must contact the designated person within their Department to initiate a request.
   - With Department Head approval and based upon a bona fide non-compensatory business reason to require an employee to commute to and/or from work, a county employee may be assigned a County owned vehicle
to be driven to and from work (commuting).

- Personal usage of assigned County owned vehicles is restricted to travel from home to the assigned work site and back home, with minimal incidental stops. In other words, County owned vehicles may not be used for more than incidental personal transportation, and may never be used on a personal vacation.
- Employees assigned County vehicles that may be used for commuting purposes shall be required to follow Internal Revenue Service (IRS) regulations. The value of commuting use of an employer-provided vehicle is specified per IRS regulations.

3.0 DRIVERS & PASSENGERS

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

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

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

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

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

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

3.5. Dane County recognizes an exception to this authorized/unauthorized passenger policy for County employees driving vehicles such as highway trucks who assist during emergencies and place a passenger(s) in the truck to stay warm or, if no phone or radio is available, drive someone to the nearest phone.
3.6. Risk Management will review Motor Vehicle Records (MVRs) of all employees and volunteers who operate a vehicle to conduct official County business according to the following chart:

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

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;
• 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 his/her designee shall review all accidents involving his/her employees while on County business.

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

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

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

SECTION 1: (EG 720/ EG 1871/ EG 2634/ EG 1199/ EG ATTORNEYS/ BUILDING & CONSTRUCTION TRADES OF SOUTH CENTRAL WI)

Voluntary layoffs are permitted under the following conditions:

a. Employees in the above employee groups, who wish to volunteer for layoff shall so advise their supervisor. A leave of absence form shall be completed prior to the requested dates of leave.

b. Participation in this program is strictly voluntary and dependent upon department head approval. No employee may be required to participate in this program and an employee’s participation or non-participation in this program shall not be considered by the employer in making any employment decisions concerning the employee.

c. Participation in this program shall be on a first come, first served basis. When two or more employees have volunteered for one available slot in this program, the senior employee shall be given preference, provided the work requirements of the department will be met by the remaining employees.

d. Employees who are not approved for voluntary layoff 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 layoff 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 layoff 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 voluntary layoff will also continue to receive compensation for fixed holidays on the same basis as if working.

g. Participating employees who volunteer for layoff are not prohibited from applying for unemployment compensation benefits, however, such employees must be aware that eligibility determinations are made by agents of the State of Wisconsin and not the County. As a result, unemployment insurance benefits cannot be guaranteed. The County agrees that it will not challenge the UIC eligibility of any participating employee.

h. 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 voluntary layoff.

i. Voluntary layoffs under this policy shall be for a duration of not less than four (4) hours and not more than twenty-nine (29) calendar days. At the conclusion of the layoff the employee shall return to the position and assignment held immediately prior to the layoff.
If an employee on voluntary layoff does not receive pay sufficient to cover employee group dues during the pay period in which the dues would normally be deducted, said dues shall be deducted during the next pay period in which the employee receives sufficient compensation to cover the amount of dues.
SUBJECT: VOLUNTARY LEAVE

SECTION 1: (EG 720/EG 1871/EG 2634/EG 1199/EG ATTORNEYS/BUILDING & CONSTRUCTION TRADES OF SOUTH CENTRAL WI)

Employees in the above employee groups may participate in an unpaid leave of absence program (“program”) under the conditions outlined herein:

a. Employees in the employee group who wish to volunteer for the program shall so advise their supervisor and the union president. A leave of absence form shall be completed prior to the requested dates of leave.

b. Participation in this program is strictly voluntary and dependent upon department head approval. No employee may be required to participate in this program and an employee’s participation or non-participation in this program shall not be considered by the employer in making any employment decisions concerning the employee.

c. Employees who are not approved for this 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.

d. Employees who volunteer for this program will continue to receive non-salary fringe benefits (dental insurance, disability insurance, health insurance, longevity credits, sick leave accrual, vacation accrual) provided under the Employee Benefit Handbook on the same basis as if working. Employees on voluntary leave will also continue to receive compensation for fixed holidays on the same basis as if working.

e. An employee’s participation in this program shall be documented in writing on a leave of absence form. 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 voluntary leave of absence.

f. Voluntary leaves under this policy shall be for a duration of not less than 30 days and of not more than 90 days. At the conclusion of the leave the employee shall return to the position and assignment held immediately prior to the leave.

g. If an employee on voluntary leave does not receive pay sufficient to cover employee group dues during the pay period in which the dues would normally be deducted, said dues shall be deducted during the next pay period in which the employee receives sufficient compensation to cover the amount of dues.
SUBJECT: VOTING

Section 1: (Applies to all employees)

a. Time Off For Voting. If an employee is unable to vote in a municipal, state, or national election during non-working hours; he/she shall be granted reasonable time off for the purpose of voting.
SUBJECT: WORKER’S COMPENSATION

Section 1: (Applies to all employees)

a. In the event that an employee is injured while at work and as a consequence of said injury receives Worker’s Compensation disability pay, said employee, commencing with the first day of absence, shall receive in addition to his/her Worker’s Compensation payment such supplemental payment as will equal his/her gross pay less any Federal and State taxes that was received prior to such injury or disease for a period not to exceed one hundred eighty calendar days. Part day absences during the one hundred eighty (180) day supplemental pay period shall only be counted as part day absences, (i.e., only deduct actual time away from work). These provisions are subject to the following restrictions:

b. In the event that a Worker’s Compensation claim is contested, Worker’s Compensation and supplemental pay by the County shall be held up until the claim is settled or an award made by the State at which time the employee shall be entitled to receive in a lump sum all his/her Worker’s Compensation plus supplemental pay accumulated since the date of his/her first absence due to the injury or disease.

c. During the period when an employee is entitled to full pay by the County there shall be no deductions from sick leave allowance, overtime allowance, or vacation credit of such employee. The employee shall not earn sick leave, holiday, longevity or vacation credits during periods of disability under the worker’s compensation act beyond the initial 180 calendar day period.

d. After one hundred eighty (180) calendar days if the employee has a sick leave balance, the employee has the option of supplementing Worker’s Compensation up to a full paycheck as long as a sick leave balance remains. If the employee exercises the option to supplement Worker’s Compensation, such election shall last for the duration of the Worker’s Compensation leave or until the sick leave balance is exhausted. The Employee will continue to remain on the payroll and accrue benefits. If the employees does not choose the sick leave supplement they shall be placed on Family Medical Leave which will run concurrently with the worker’s compensation.