

**2021**  
**County Proposed Employee Benefit Handbook Changes**

**1. BPHCC Employee Group's Representative Office-Delete policy to follow uniformity standards**

a. ~~SUBJECT: BPHCC EMPLOYEE GROUP'S REPRESENTATIVE OFFICE~~

b. ~~Section 1:~~

c. ~~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.~~

**2. BPHCC Labor/Management Committee- Delete policy to follow uniformity standards**

a. ~~SUBJECT: BPHCC LABOR/MANAGEMENT COMMITTEE~~

b. ~~Section 1:~~

c. ~~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.~~

d. ~~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.~~

e. ~~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.~~

**3. Bulletin Board Policy- delete policy in all handbook sections to follow uniformity standards**

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

Use of bulletin board space in convenient places in each work area;

Reasonable use of the county electronic mail system, and;

The posting of notices shall be by Employee Group Representatives stewards, or his/her designee, or an interested stakeholder.

**4. Coaching Note policy- delete copy of note to employee group representative to follow uniformity standards: applies to all handbook sections**

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

**5. Committee Development and Labor Relations Meetings Policy: New policy in EBH- to replace the other committees being deleted**

Section 1

The County will establish through the Meet and Confer process, committees as needed in all major areas of the organization to address labor relations issues. Committees will be composed of two managers, four employee

representatives and two non-represented employees. Participation will not result in a loss of pay.

6. **Definitions Policy: update Trial Period section in all handbook sections to follow uniformity standards**  
delete “and their representative”
7. **Discipline, Suspension and Discharge Policy: update all handbook sections to follow uniformity standards**  
Delete “and the Employee Group” in b
8. **Diversity and Equity in Recruitment and Retention Committee to follow uniformity standards, delete policy-no longer meeting and cannot allow special access to certain employee groups and not interested stakeholders: applies to all handbook sections- #5 proposal will replace this committee**

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

**Section 1:**

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.

9. **Donated Leave Policy, delete Policy: applies to all handbook sections to follow uniformity standards**

**SUBJECT: DONATED LEAVE**

**Section 1:**

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.

10. **Employee Group Representative Leave/Employee Group Conferences & Conventions Policy to follow uniformity standards: applies to all handbook sections**

**SUBJECT: EMPLOYEE GROUP REPRESENTATIVE LEAVE/EMPLOYEE GROUP REPRESENTATIVE CONFERENCES & CONVENTIONS**

**Section 1:**

Leave for Employee Group Activity.

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.

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.

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.

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.

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.

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.

#### Conferences and Conventions:

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

### **11. Employee Group Representation and Work Related Activities and Associations- Update to follow uniformity standards to allow all employees to participate.**

#### **Section 1:**

##### Work Related Activities and 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 approval of the employee's supervisor shall not be deducted from the employee's pay.

"Work-Related Activities" means those activities an employee does to fulfill their job description and civil service activities. The term "Work-Related Activities" does not include Employee Group representational activities that are not also paid civil service activities.

"Work-Related Associations" means bona fide professional organizations that relate to the profession for which the County employs an individual. The term does not include labor organizations or associations related to labor organizations.

#### **Section 2:**

##### Employee Group's Representational Activities

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 **approved** time spent in the conduct of Employee Group representational activity **within the civil service processes** during the workday, including **participating in the meet and confer processes, committees and grievance process will be paid time.** 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.

Second and Third Shift Workers:

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

Meet and Confer.

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

**Section 3:**

**Employee Groups' 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.**

12. ***Employee Group Representation:*** remove all references to employee group representatives receiving documents or notices and update that all meetings must include all employees. These updates are in several sections of the handbook. Update to follow uniformity standards. Any information that can be posted will be placed on a "Communications to Employees" section on the Employee Relations Webpage.

13. ***Existing Benefits Policy: Modify, applies to all handbook sections. Changes will be posted on the "Communications to Employees" section on the Employee Relations Webpage.***

**Section 1:**

Existing Benefits

So long as the services of the Employee Group are continued by the County, **Subject to the Management Rights**

~~Section of the Employee Benefit Handbook~~, the County shall continue ~~not eliminate or reduce~~ 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 ~~prior to 2015~~ with the knowledge and tacit consent of the County, for the ~~term~~ life of this Handbook. Prior to effectuating ~~eliminating or reducing~~ any changes in the foregoing existing benefits, ~~the County shall provide the requisite notice under DCO 18.24(3)~~, 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). ~~After the County has issued its notice, employees shall be required to identify the existing benefit and suggest its inclusion in the employee handbook during the annual review process under DCO 18.24(4).~~

**14. Existing Benefits Policy: (EG Attorneys) delete section 2**

**Section 2:**

~~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).~~

**15. Grievance Policy: update all handbook sections: delete all EGR references, Grievance decisions that can be posted are currently being placed on the Employee Relations Webpage at <https://admin.countyofdane.com/employee-relations/employee-resources>**

Grievance. A grievance is defined to be a controversy between the Employer and any Employee or Group of Employees Groups ~~hereinafter “the Aggrieved” or “Grievant”~~ as to:

A matter involving the interpretation or application of the Employee Benefits Handbook, or

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.

Any matter involving employee terminations, employee discipline or workplace safety as prescribed in Section 66.0509 Wis. Stats.

Process. Grievances shall be processed in the following manner: (Time limits set forth shall be exclusive of Saturdays, Sundays and holidays.)

Number of Representatives. ~~A Grievant may have one representative who is a Dane county employee on paid time (“Representative”).~~ The number of representatives attending the meeting(s) will be kept to the minimum necessary to adequately represent each party. The number of attendees ~~at each grievance step~~ 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 ~~Grievant and their~~ Employee Group Representative, ~~if any,~~ or other individuals acting on behalf of an Employee Group will only receive notice and ~~the opportunity to~~ participate in the grievance process. ~~if authorized by the grieving employee.~~

Step 1. The Grievant and their Representative ~~An Employee or Group of Employees (hereinafter “the Aggrieved” or “Grievant”), Employee Group, and/or his/her representative authorized by the grievant, if any,~~ shall take the grievance up orally with the employee’s grievant’s first line of supervision outside of the employee group within ten (10) days of their knowledge of the occurrence of the event. The Supervisor shall attempt to make a mutually satisfactory adjustment, and, in any event, shall be required to give an answer within ten (10) days to the Grievant, ~~if any, and their his/her Representative, if any. and to the Employee Group’s Representative, if allowed under this~~

policy.

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.

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 Groups Representative~~ within ten (10) days. ~~If allowed under this policy.~~ Grievances involving the general interpretation, application, or compliance with the Employee Benefit Handbook may be initiated at step 3. A grievance concerning a discharge may be started at Step 3 or, if the parties agree, may be started at the Impartial Hearing step.

Step 4. If a grievance is not settled at the third step, the **Grievant** employee and/or **their** 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.

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, 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.

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 **including transcripts.**

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

**A pre-hearing conference before the IHO shall be mandatory. It shall be conducted by telephone, and must occur within thirty (30) days of the notice of selection. For grievances resulting from an employee discharge, the telephone conference will be scheduled within fifteen (15) days of the notice of selection. Prior to the conference, the parties must exchange witness lists, exhibit lists, a brief description of each issue that is to be presented, and the estimated time needed to present their case. Based upon the parties' submissions, the IHO shall determine the schedule and length of the hearing and whether witnesses are needed to decide the issues presented. The parties to the hearing may meet prior to the hearing to identify any stipulations or other matters which may ensure that the hearing time is used efficiently.** ~~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.~~

The IHO will conduct a hearing on the grievance **in the most efficient manner possible that preserves each party's**

rights to make their record. A transcript of the hearing shall be made by a court reporter, 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 whether testimony is necessary to decide the issues presented. If a transcript of proceedings is necessary, the IHO may require the parties to submit other 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.

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

The Grievanting employee(s) and their Employee Group Representative(s) and witnesses 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

The Grievant, aggrieved party, his/her their authorized Representative, or the County may appeal the written decision of the IHO to circuit court under Wis. Stat. chapter 68, 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.

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:

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

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

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

The IHO exceeded his or her powers, or so imperfectly executed them that a mutual, final and definite determination

upon the subject matter submitted was not made.

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

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

**16. Health and dental insurance policy: update to 2021 rates, applies to all handbook sections**

**17. Holidays: delete half day holiday language. Half day holidays do not exist.**

a. Holidays Worked. In the event that an employee shall be required to work on a holiday, they shall receive time and one-half (1-1/2) in addition to holiday pay. ~~Whenever an employee shall be required to work their 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.~~ Limited term employees who are required to work on a holiday shall receive time and one-half (1-1/2) pay.

**18. Hours of Work- Medicolegal Investigators EG 1871- delete language, there are no other employee hours of work in the handbook. This is not even the current work schedule.**

~~a. Medicolegal Investigators. This subsection shall apply only to Medicolegal Investigators (MLIs). Medicolegal Investigators shall be scheduled as follows:~~

~~b. Shifts. There are two twelve-hour shifts each day:~~

~~i. A day shift from 6:00 a.m. to 6:00 p.m. and;~~

~~ii. A night shift from 6:00 p.m. to 6:00 a.m.~~

~~c. General Schedule. In each biweekly pay period, MLIs shall be assigned to work three twelve-hour shifts in each week, on a twenty-one (21) day repeating cycle, as follows:~~

~~i. Two (2) days on, three (3) days off, two (2) days on, three (3) days off, two (2) days on, two (2) days off, three (3) days on, four (4) days off.~~

~~ii. 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.~~

~~iii. General Schedule Rotation. The general schedule will be rotated among MLIs once a year to give MLIs a more diverse schedule.~~

~~d. Off-Day Coverage. This schedule leaves every third Wednesday, Saturday, and Sunday to be filled by LTE MLI staff or by overtime in the event no LTE MLI is available. Overtime work will be offered to employees on a voluntary basis based on seniority. If there are no volunteers for overtime work, overtime will be assigned based on the full-time MLI work schedule availability. Any overtime work will be compensated at time and a half in either compensatory time or paid in cash, as described in the Overtime section of this handbook.~~

~~e. Shift Rotation. Assignments to day and night shifts will rotate from month to month. Scheduled changes from day shift to night shift, or night shift to day shift, will take place as close to the end of each month as practical. Except under emergency circumstances, no MLI shall be required to work twenty-four or more consecutive hours.~~

~~f. 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.

g. Shift Change. Unless the off-going MLI is in the field on a call, MLIs will be in the office at shift change. Oncoming MLIs will be in the office no later than 10 minutes prior to shift change. Calls for service that come in within 30 minutes of the end of an MLIs shift will be turned over to the on-coming MLI. In this case, detailed shift change information will be provided to the oncoming MLI so that the off-going MLI need not be contacted.

h. 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.

i. 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.

**19. ID Badges: add language to charge if not returned to County when employee leaves**

ID Cards. When staff have an ID card. There is no fee for initial issuance of an ID card or for damaged cards that are returned. Lost cards will be replaced at their expense of \$5.00.

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

Returning cards upon leaving the County. Employees who do not return their ID and/or access card upon leaving county employment will be charged a \$15.00 fee that will be deducted from their last paycheck.

**20. Independent Consultant Policy: update language so it reflects changes in county ordinance: applies to all handbook sections.**

f. Final Recommendations of the Independent Consultant. The final recommendations of the independent consultant shall be limited to selecting the final resolution of one (1) of the parties on each individual issue before the independent consultant without modification, unless the parties and the independent consultant agree otherwise. In preparing recommendations, the independent consultant shall consider the standards normally or traditionally used in evaluating changes to wages, hours and conditions of employment. Pursuant to section 18.24(4)(g), 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 accept, modify, or reject subject to section 18.24 (4)(g) Dane County Ordinances, 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.

**21. Job Sharing Policy: (EG 1871) delete President and the Employee Group's Representative (or designee) to follow uniformity standards**

**22. Limited Term Employees Policy: delete language in all handbook sections to follow uniformity standards**

~~"The County shall meet with Employee Group's Representative prior to laying off any County employee under this provision"~~

**23. Orientation Policy: add language to all handbook sections**

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

information.

The presentation information and materials shared at NEO must be viewpoint-neutral and be limited to basic work-related information about the role of Employee Group Representatives (“EGRs”) in civil service processes such as grievances, committees and the EBH revision process. There shall be no solicitation of EGR membership on county time, including during NEO. Additionally, the time spent presenting at NEO will not be paid time.

**24. Overtime Policy-update all handbook sections**

**Section 3:**

~~Investigating/prosecuting~~ **Participating** in grievances, **meet and confer sessions, committee & labor relations management meetings.**

Employees who are scheduled to work second or third shift shall receive hour for hour compensatory time for time spent ~~investigating and attending~~ **participating in** grievances **for oneself or as a Representative**, ~~on behalf of Employee Group members and participating in~~ **county** established **meet and confer sessions and committee & labor relations management meetings** that are conducted outside of their scheduled work hours.

**25. Overtime Policy: update all handbook sections for records to follow uniformity standards**

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

**26. Overtime Policy: update all handbooks for second and third shift employees**

**Participating in grievances, meet and confer sessions, committee & labor relations meetings**

Employees who are scheduled to work second or third shift shall receive hour for hour compensatory time for time spent ~~investigating and prosecuting~~ **participating in** grievances **for oneself or as a Representative**, ~~on behalf of an Employee Group member and participating in~~ **county** established **meet and confer sessions and committee & labor relations** ~~Employee group/management meetings~~ that are conducted outside of their scheduled work hours.

**27. Recruitment Procedure: delete vacant position not to be filled in all handbook sections**

~~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 **posted for all employees on the Communications page on the Employee Relations website.** ~~be mailed to the President and Business Representative of the Employee Groups Representative, if any.~~

**28. Recruitment Posting: modify language, applies to all handbook sections**

**Section 2:**

Recruitment Posting.

When an eligibles list is to be prepared, notice that applications are being accepted for that list **shall be posted on the County's recruitment site.** ~~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.

**29. Recruitment Policy: update expanded certification in all handbook sections**

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 internal recruitment or open competition as necessary to meet affirmative action goals.

**30. Retirement Sick Leave Credit Conversion policy: update Miscellaneous section to follow uniformity standards**

G Miscellaneous

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

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

If this program becomes unavailable for any reason or if the terms of the program change in a way that may result in additional costs to the employee or to the County, **the County workforce will be informed**. 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.

**31. Safety and Working Conditions Policy: update all handbook sections to delete Employee Group Representative to follow uniformity standards**

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.

**32. Safety and Working conditions Policy: (EG 2634) delete section 2 to follow uniformity standards**

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.

**33. Salary Plan Policy: (EG 895) delete obsolete language and update**

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.

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 One three (13) without requesting through the Rate Justification process 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.

**34. Salary Plan policy: delete language applies to all applicable handbook sections**

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.

**35. Seniority Transfers (EG 2634 and EG 720): remove copy of denial provided to EG representative to follow uniformity standards**

**36. Student Interns (EG65): delete copy of the contract to union steward to follow uniformity standards update to post for all zoo employees.**

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. A copy of the contract executed by the Zoo with the organization from which interns are contracted shall be posted annually for all zoo employees. The zoo union steward shall be annually provided with a copy of the contract for Zoo interns that the County/Henry Vials Zoo executes with the organization from which interns are contracted.

**37. Subcontracting policy, delete policy to follow uniformity standards, cannot provide special benefits to one group: applies to all handbook sections**

i. Subcontracting.

- ii. 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.
- iii. 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:
- iv. 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;
- v. 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
- vi. 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

vii. The interested stakeholder may access the ordinance procedures in 18.24 to address such transfers and their effects.

**38. Trades Apprentice Wage Scale: update scales to:**

Apprentice Electrician	50%	\$19.10
% of electrician	55%	\$21.44
	65%	\$25.16
	75%	\$28.90
	80%	\$30.77
	100%	\$38.19

Apprentice Painter	50%	\$15.80
% of Painter	55%	\$17.80
	65%	\$20.88
	75%	\$23.94
	85%	\$27.01

Apprentice Steamfitter	50%	\$20.60
% of Steamfitter	55%	\$22.54
	60%	\$24.49
	65%	\$26.47
	70%	\$28.42
	75%	\$30.37
	80%	\$32.34
	85%	\$34.32

**39. Training and Education Policies**

**EG 65/EG705/EG720 delete policy**

~~Section 1:~~

~~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).~~

**EG895 (1199) delete 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).~~

**EG Attorneys-update 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.~~

**40. Transfer of County Functions modify to include all affected county employees to follow uniformity standards: applicable to all handbook sections**

**SUBJECT: TRANSFER OF COUNTY FUNCTIONS**

**Section 1:**

The County agrees that in the event that another unit of government shall take over the operation of a department or function being performed by employees covered by this Handbook, and if said takeover negatively affects the Employee Group's employees, the County hereby agrees to meet and confer with the Employees Group's Representatives relative to the aforesaid affects. ~~The interested stakeholders may access the ordinance procedures in D.C.O. s.18.24 to address such transfers and their effects.~~

**41. Trial Period EG705 Section 2:**

Trial Period for In-Classification Transfers for Badger Prairie Health Care Center (BPHCC) Employees:

The trial period for internal transfers will be a ~~forty-two~~ **forty-two** ~~ninety-eight (98)~~ **ninety-eight (98)** day period following the date of transfer. ~~The transferred employee must remain in the position transferred 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 they came without prejudice if either the County or the employee so decides.

UPAY: At Airport. Trades and EG 65 are different. Would like to clean it up.