

PROPOSED AGREEMENT FOR 2016 AFSCME CONTRACTS
(LOCALS 65, 705, 720, 2634, AND 1871)

1. Contract Term.

Effective December 13, 2015 through December 10, 2016.

2. Tentative Agreements

The tentative agreements reached to date are included. (See below)

3. Wage Adjustment and Health Insurance Plan Design Changes.

Employees will be granted a **\$0.22** per hour adjustment effective on the first pay period of 2016.

The following changes to the health insurance plan design shall be implemented:

- a. Deductible
 - i. Establish an in network deductible of \$100 for the single plan and \$200 for the family plan.
 - ii. Establish and out of network deductible of \$200 for the single plan and \$400 for the family plan.
- b. Coinsurance
 - i. No change from current plan**
- c. Maximum Out of Pocket Limitations
 - i. Establish an annual maximum out of pocket expense of \$250 for the single plan and \$500 for the family plan for in network services
 - ii. Establish an annual maximum out of pocket expense of \$500 for the single plan and \$1,000 for the family plan for out of network services
- d. Co-Payments
 - i. Primary network office visits – No change**
 - ii. Primary non-network office visits - \$10 per visit
 - iii. Specialty Physician in network office visits – **No change**
 - iv. Specialty Physician out of network office visits - \$10 per visit
 - v. Urgent care visit - \$10 per visit
 - vi. Emergency room visit – **No change**
- e. Pharmacy/Drug Copays
 - i. No change from current plan**

4. Vacation Bank Cap.

Effective on December 13, 2015, the vacation bank cap will be increased by forty (40) hours.

5. **Floating Holiday.**

Effective on December 13, 2015, full-time employees shall be granted eight (8) hours of floating holiday time, which shall be prorated for part-time employees, to be used prior to December 10, 2016 or lost.

6. **Wage Implementation Discussion.**

On August 17, 2015, the parties will meet to discuss wage rates. If an agreement on wage rates cannot be achieved by August 21, 2015, the parties will submit to the dispute resolution process contained in Article XVI of the Joint Council agreement. A hearing on wages rates shall be held on or before September 25, 2015 days unless a hearing examiner is unavailable or the parties mutually agree to extend the deadline for a hearing to occur.

7. **Committee to Discuss Diversity in Recruitment and Retention.**

The parties shall participate in a Committee focused on diversity in County employment in terms of recruitment and retention. The Committee shall include the Director of the Office of Equal Opportunity, the County's Equity Coordinator, one appointee each from the County Executive and County Board chair, and four representatives from the AFSCME bargaining units.

TENTATIVE AGREEMENTS

ALL LOCALS

1. Military Leave Provision – Standardizes language to be consistent with current practice.

Military Leave of Absence. A leave of absence shall be granted to employees who are drafted, enlist or are called to active duty in the armed forces of our Country. Officials and employees of the County other than those employed on a provisional, temporary or seasonal basis, and including those employees certified to permanent positions who have served at least three (3) months of their probationary period, who are duly enrolled members of the reserve components of the armed forces of the United States are entitled to leave of absence without loss of time in their service of the County to enable them to attend field camps of instruction or schools which have been duly ordered held, but not to exceed a two (2) week period in the calendar year.

The County shall provide thirty (30) days of 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.

After the initial thirty (30) days of paid military leave, where the salaries paid for attendance at such field camps of instruction or schools is less than the salary paid by the County for such employee, the County shall reimburse said employee for the loss occasioned by such difference in pay. Where the salary paid to such employee for attendance at such camp of instruction or schools is equal to or greater than the salary paid by the County for such employee, no compensation shall be paid said employee during his/her absence at such camp of instruction or schools. The leave granted by this Section is in addition to all other leaves granted or authorized by any other provisions of the Agreement or County Ordinances and the time of the leave granted under this Section shall not be deemed a part of any leave granted or authorized by any other provisions of this Agreement. For the purpose of determining seniority, pay or salary advancement that status of the employee shall be considered as though not interrupted by such attendance.

2. CBA TO EBH TRANSITION COMMITTEE – Establishes a Labor/Management Committee to review implementation of the employee benefit handbook when the labor contracts expire.

During negotiations for the 2016 collective bargaining agreement between Dane County and the Dane County Local 65, Local 705, Local 720, Local 1871 and Local 2634 AFSCME, AFL-CIO (the "parties"), it was agreed that representatives of the parties would meet outside of formal collective bargaining to address issues which may arise from time to time or to examine issues of common interest. To that end, the parties 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 County and its employees, including but not limited to discussions regarding the process for annual updates, independent consultant procedures, efficiencies and accountability of practices and policies, workplace culture and the impact on unit employees. This Memorandum of Agreement is to establish the working basis for such a committee. Committee Establishment: A committee of twelve (12) members (not to exceed six (6) per party) is hereby established for the purpose set forth below. Each party shall appoint members of the committee. The County representatives on the committee shall include a representative designated by the Executive's office. Members of the committee shall be in pay status and time served shall be considered as part of regular work shift. Participants of this committee shall be compensated as set forth in Article 4 - Representation, and shall not result in payment of overtime to any participating member of the committee.

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. The first meeting will occur on or before December 1, 2015.

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 arbitration proceedings.

Recommendation: Any recommendations, in written form, shall be presented to the respective parties' on or before July 1, 2016.

3. 7.03 Recruitment Procedure. Update existing language in all AFSCME contracts.

Eligibles List. Job vacancies, unless as otherwise specified elsewhere in the contract, shall be filled from a list of eligible applicants (eligibles list) in accordance with procedure specified in Section 7.04 of this Agreement. The eligibles list used to fill a vacancy shall be the list prepared for the job classification of that vacancy (job classifications specified in Appendix A of this Agreement). Such lists shall remain in effect for a maximum of **one hundred eighty (180) days**.

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 Employer to each of the certified Union stewards or their designee. The Union stewards shall post such notices on bulletin boards which shall be located in each work area of the Employer. 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. Application blanks shall be made available to each employee by the Employer at or near his/her place of employment or near the recruitment posting bulletin boards and on the Employer website. Should a question arise concerning the application deadline date for filing mailed applications, the stamp cancellation time shall be used to determine time of filing. The recruitment posting shall reflect the type of examination procedure to be used. The Employer reserves the right to change the examination procedure and in the event it does so, it will provide advance notice to the applicants.

4. 7.03(d) Employee Unable To Perform Job – Clarifies the process used when an employee can no longer perform his/her 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 union 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 transferring to a vacant position within the bargaining unit provided the employee meets the minimum qualifications of the vacancy. The employee may also choose to be placed on disability leave or disability layoff status as defined in 13.03(a or b)

5. 7.04 Filling Positions. Standardizes the point value for recruitment examinations at 100 points.

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.

6. Reciprocal Seniority Points. Allows the application of seniority points for employees in other locals.

The applicant's seniority, in the event the applicant is a member of locals 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 bargaining unit extends reciprocal recognition of this bargaining unit's seniority, the above recognition of seniority will apply. In the event another County bargaining unit does not extend reciprocal recognition of this bargaining unit's seniority, the above recognition of seniority will not apply.

AFSCME LOCAL 2634

7. **7.04 e Intradepartment Transfer (Local 2634 only)** – Replaces current language and by limiting transfers to within a particular department. Prior language also applied to interdepartmental transfers.

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 7.04(b) of this agreement is applied to fill vacancies.

8. **10.03 Certificate and Undergraduate/ Graduate Course Work**. – Clarifies that employees may use unpaid time to cover professional development training, subject to the approval of management.

Bargaining unit 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. Bargaining unit members shall be allowed to do so using vacation, holiday, personal leave. In addition, bargaining unit 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 management.

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 Salary Range Appendix of this Agreement and the four hundred (400) hours of in-service training required for promotion to the Senior Social Worker level.

AFSCME JOINT COUNCIL

9. **5.02 Pay Status of Grieving Employee**. New language to clarify the status of an employee during a grievance hearing and allowing supervisors to adjust schedules or provide hour for hour compensatory time.

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.

10. 7.04 c Interdepartmental Transfers. New language to require annual recertification of an interest to remain on the existing transfer list.

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 Section 7.04(c) of this Contract 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.

11. 7.04 d Intradepartmental Reassignments (Local 720 only). Specifies the time limit is ten “working” days.

Bargaining unit employees shall be advised in writing of the need for reassignments within a classification. The Employer 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 Employer, 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 union.

12. 7.04 (f) Project Positions – New language to clarify that existing bargaining unit employees who accept project appointments retain bumping rights when the position expires.

Project positions are time limited appointments as defined in the recruitment posting. Employees who are active bargaining unit employees at the time of appointment shall retain bumping rights. External candidate who are appointed to project positions shall not have bumping rights when the term of the project position expires.

13. 7.04 (g) Permissive reemployment. – New language that duplicates an existing civil service requirement.

Employees who resign their position or are terminate for any other reason other than for just cause, and then seek reinstatement within one year from the effective ate 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 a 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 article VI of this agreement. An appointing authority has full discretion in deciding whether or not to reemploy a person under this provision.

14. 9.06 Call In. – Specifies that employees who are called to perform work from home be paid in 12 minute increments.

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.

15. 17.02 Uniform Allowance. Standardizes the manner in which uniform allowance is paid across bargaining units.

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 Employer. For employees required to wear safety shoes or boots, the Employer shall provide payment of ninety-five dollars (\$95.00) annually to such employees. ~~Payments shall be authorized only after the employee provides the original (not photocopy) receipt within thirty (30) calendar days of the purchase.~~

16. CDL MOU. - Standardizes the existing CDL MOU across bargaining units.

During bargaining over the 2016~~9~~ collective bargaining agreement, the parties hereto discussed pending federal legislation affecting commercial drivers licenses (CDL). The parties agreed to the following in light of these discussions:

1. 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:
 - a. The loss of the CDL is for non-work related causes, and
 - b. The employee remains available for work.
2. This provision is limited to ten (10) employees in each bargaining unit at any one time. In the event all slots are filled, the more senior employee shall receive the benefit of this provision.

3. 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.
4. 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.

17. 9.02 c 2: The following definitions apply. – Updates language to apply to the new facility.

- a. Core – Will be assigned to specific units households and shifts with set rotating days off. Employees in this category are full-time who are guaranteed every other weekend off.
- b. ~~Shift Floats:~~
 - i) ~~A.M. Floats— May be assigned to any unit on the a.m. shift with set rotating days off. Employees in this category are full time who are guaranteed every other weekend off.~~
 - ii) ~~P.M. Floats— May be assigned to any unit on the p.m. shift with set rotating days off. Employees in this category are full time who are guaranteed every other weekend off.~~
 - iii) ~~Night Floats— May be assigned to any unit on the night shift with set rotating days off. Employees in this category may be full-time or part-time who are guaranteed every other weekend off.~~
- b. 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 unit 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.

Agree to change unit to household or neighborhood in all sections it is referenced.

18. Vacation Selection Committee – New labor/management committee to research and recommend models for the efficient and equitable selection of vacation.

During negotiations which resulted in the 2016 collective bargaining agreement between Dane County and the Dane County Local 720 AFSCME, AFL-CIO (the “parties”), it was agreed that representatives of the parties would meet outside of the formal collective bargaining. To that end, the parties have agreed to establish this committee to review, study,

develop, discuss and to make recommendations regarding the possibility of standardized vacation selection periods within Local 720 for the benefit of both the County and employees of Local 720. This Memorandum 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. Each party shall appoint four (4) members of the committee. 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.

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. The first meeting will occur on or before December 1, 2014.

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 arbitration proceedings.

Recommendation: Any recommendations, in written form, shall be presented to the respective parties' on or before July 1, 2015.

AFSCME LOCAL 65

19. Zoo Interns MOU – County agrees to provide intern contract to zoo steward annually.

The County shall not utilize Interns at the Zoo should any bargaining unit member 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.

20. PUBLIC WORKS AND HIGHWAY COMMITTEE (PWHD) – Renews the labor/management committee for the Highway Division.

During negotiations which resulted in the 2016 collective bargaining agreement between Dane County and the Dane County Local 65, AFSCME, AFL-CIO (the "parties"), it was agreed that representatives of the parties would meet outside of formal collective bargaining 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) would be desirable. The parties recognize that such matters have a financial and operational impact on the PWHD. To that end, the parties 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 unit employees. This Memorandum of Agreement 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. Each party 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 Union representatives on the committee shall include the President of Local 65, or his/her designee, and three (3) other union 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. The first meeting will occur on or before December 1, 2015.

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 arbitration proceedings.

Recommendation: Any recommendations, in written form, shall be presented to the respective parties' on or before July 1, 2016.