



EMPLOYEE BENEFIT HANDBOOK

SUBJECT: INTRODUCTION

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

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

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

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
County Executive

Date

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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.

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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 \$.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.

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SUBJECT: BULLETIN BOARDS

This policy shall apply to all employees.

Section 1

The county shall provide the following for the purposes of ~~Employee Group~~ 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 ~~Employee Group~~ notices shall be by Employee Group Representatives stewardsstewards,-
employee group representatives or his/her designee, or an interested stakeholder.

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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 ~~2-1~~: (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 ~~32~~: (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 ~~43~~: (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 ~~54~~: (EG 1871)

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- 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 65: (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: 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 Specialistsheriff Aides and Jail Clerk Training Officers.

- a. The County assigns several Security Support Specialistsheriff Aides 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 Specialistsheriff Aides 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 (1-1/2) 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]).

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).



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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 ~~The~~ grievance concerning a discharge may be started at Step 32 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. ~~The sequence may include~~ an oral reprimand, ~~or~~ 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.

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SUBJECT: DIVERSITY AND EQUITY IN RECRUITMENT AND RETENTION COMMITTEE

~~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 EG 720, EG 705, EG 65, EG 1871, and EG 2634 groups.~~

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.

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SUBJECT: EMPLOYEE BENEFIT HANDBOOK TRANSITION COMMITTEE

~~Section 1: The Employee Groups and the County agree to meet from time to time or to examine issues of common interest. There was agreement 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 employees. This policy is to establish the working basis for such a committee.~~

~~Section 2: 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 group 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 Employee Group Representation and Pay policy, and shall not result in payment of overtime to any participating member of the committee.~~

~~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 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 made at the 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.~~



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SUBJECT: EMPLOYEE GROUP REPRESENTATION AND PAYWORK 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.



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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 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 ~~1~~2: (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~~3: (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



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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



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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.d.)** 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



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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 unless reversed by mutual agreement with availability of appropriate position authority.

- a. 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.

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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 Groups as to:

1. A matter involving the interpretation or application of the Employee Benefits Handbook, or
2. Any matter involving an alleged violation of the Employee Benefits Handbook in which an Employee or Group of Employees, or Employee Group's Representative maintain that any of their rights or privileges of an Employee or Group of Employees have been impaired in violation of the Employee Benefits Handbook.
3. Any matter involving employee terminations, employee discipline or workplace safety as prescribed in Section 66.0509 Wis. Stats.

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

c. Number of Representatives. The number of representatives attending the meeting(s) will be kept to the minimum necessary to adequately represent each party. The number of attendees will be discussed in advance with the goal of facilitating this paragraph and to keep the number attending from each party relatively equal.

Section 2:

In cases involving employee discipline, the Employee Group Representative or other individuals acting on behalf of an Employee Group will only receive notice and participate in the grievance process if authorized by the grieving employee.

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.
3. Step 3. The grievance shall be considered settled in Step 2 unless within ten (10) days from the date of

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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 ~~Impartial Hearing Officer~~ shall, if possible, be mutually agreed upon by the parties to the grievance. If agreement on the ~~Impartial Hearing Officer~~ is not reached within ten (10) days after the date of the notice requesting an impartial hearing ~~or if the parties do not agree upon a method of selecting an Impartial Hearing Officer within ten (10) days~~, 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. ~~Wisconsin Employment Relations Commission or other mutually agreeable service shall be requested to submit a panel of five (5) candidates to serve as the Independent Hearing Officer. The parties shall alternately strike names until one remains and the party requesting an impartial hearing shall be the first to strike a name.~~ Each party shall pay one half (1/2) of the cost of the impartial hearing.
- c. The ~~Impartial Hearing Officer~~ 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 ~~Impartial Hearing Officer~~ 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 ~~Impartial Hearing Officer~~ 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 ~~Impartial Hearing Officer~~ 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 ~~Impartial Hearing Officer~~ 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 ~~Impartial Hearing Officer~~ shall admit all testimony having reasonable probative value, but shall exclude immaterial, irrelevant or unduly repetitious testimony or

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evidence that is inadmissible under s. 901.05 of the Wisconsin statutes. The ~~Impartial Hearing Officer~~ 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 ~~Impartial Hearing Officer~~, 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 ~~Impartial Hearing Officer~~ 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) and not more than one (1) 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. Furthermore, not more than five (5) employees may appear at the request of each party without loss of regular wages if the hearing is scheduled during said employee's regularly scheduled hours of work and providing the employee testifies. In the event the parties reach a mutually agreeable settlement of a grievance during the course of a hearing, not more than five (5) employees may appear without loss of pay even if they do not give testimony. 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 ~~Impartial Hearing Officer~~ 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 ~~Impartial Hearing Officer~~. 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 ~~Impartial Hearing Officer~~. 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 ~~Impartial Hearing Officer'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 ~~Impartial Hearing Officer~~;
- c. The ~~Impartial Hearing Officer~~ was guilty of misconduct in refusing to postpone the hearing, upon

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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

- d. The ~~Impartial Hearing Officer~~ 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 ~~Impartial Hearing Officer~~'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.

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SUBJECT: HEALTH & DENTAL INSURANCE

This policy applies to all employees

~~a.~~ A group hospital, surgical, major medical and dental plan shall be available to employees. For group health insurance for 2017~~6~~, the County shall pay up to six hundred fifty ~~one~~two dollars and ~~fifty threethirty~~ cents (\$65~~2.531.30~~) per month for employees desiring the "single HMO plan" and up to one thousand five hundred thirty ~~three~~ dollars and ~~forty four fifty six~~ cents (\$153~~3.440.56~~) per month for employees desiring the "family HMO plan". ~~The County shall pay up to ninety percent (90%) of the cost of the Family Point of Service (POS) 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 Ten percent (10~~25~~%) of the difference of the single or family HMO and POS premiums shall be the responsibility of the employee through payroll deduction. Employees enrolled in the single POS plan will contribute \$25 per month to the cost of the premium 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. 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 point of enrollment plans (this section is not applicable under the WEA Trust Insurance plan, which is contracted through 2016).~~

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~~6~~ the County shall pay up to forty ~~five~~six dollars and seventy ~~four~~ cents (\$45~~.706.74~~) per month for employees desiring the "single plan", and up to one hundred ~~twenty-eight~~thirty-one dollars and ~~eighty-seventy-eight~~ cents (\$1~~28.8731.78~~) 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 Enrollment~~/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 ~~POE~~/POS or HMO. The County shall pay the costs for employees and dependents choosing other plans equal to the dollar amounts stated in (a) ~~(this section is not applicable under the WEA Trust Insurance plan, which is contracted through 2016).~~

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

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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).

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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). Deputy Coroners. This subsection shall apply only to Deputy Coroners. Deputy Coroners shall be scheduled to an eight (8) day repeating work cycle of:~~

~~one (1) day on, one (1) day off, one (1) day on, one (1) day off, one (1) day on, three (3) days off.~~

~~The first two (2) "on" days of each cycle shall be twenty-four (24) hour shifts which shall include sixteen hours consecutive work time and eight (8) consecutive hours on-call time. The third "on" day of each cycle shall be an eight (8) hour "day" shift.~~

~~For purposes of calculating paid leave, one (1) day shall consist of sixteen (16) hours, except when applicable to the eight (8) hour "on" day which shall consist of eight (8) hours.~~

~~Deputy Coroners who are assigned to work in excess of the above schedule shall receive overtime compensation pursuant to Overtime and Compensation policy, except that no employee shall receive more than sixteen (16) hours of overtime compensation for any consecutive twenty four (24) hours so assigned. Deputy Coroners called in to work outside of their normal twenty-four (24) hour shift, or eight (8) hour shift, shall receive compensation pursuant to the Call-out policy.~~ 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

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- 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 practical. Except under emergency circumstances, no MLI shall be required to work twenty-four or more consecutive hours.
 5. Exchange of Shifts between Employees. With the mutual agreement of employees and their supervisor(s), MLIs may exchange shifts within the same pay period. Generally it is the goal to prevent any MLI from working 24 or more consecutive hours
 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

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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 (\$.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 ~~to be completed in not less than eight and three-quarters (8 3/4) consecutive hours.~~

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.

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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

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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.

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

b-c. 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-d. 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

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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.

~~d.~~ 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)

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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.

~~Former City of Madison employees who transferred to County service with the transfer of the Zoo from the City of Madison 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' 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.

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~~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. If and when changes are negotiated in the employee group's wage schedule, such changes will also be reflected in this policy.~~

~~The pay rates for the wage Step with 45.5 longevity credits for transferred former City of Madison Zoo employees in the Zoo Keeper position shall be \$26.04 effective 12/13/15).~~

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 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

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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. ~~Page overhead~~ A net page shall be sent to the Ascom phones to solicitfor volunteers, then
 - b. Limited term employees, then
 - c. FTE's working beyond their designated percentage.

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- 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.

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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 (\$.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

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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.~~8605~~ effective 12/1~~13~~/1~~65~~.

Section 15: (EG 720)

Jail Clerks and ~~Sheriff Aides~~ Security Support Specialists

- a. Seniority shall be used for the assignment of vacant shifts.
- b. Work Schedule
 1. Jail Clerks and ~~Sheriff Aides~~ Security Support Specialists 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.

LUNCH PERIOD

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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 shall~~ 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.

EMPLOYEE BENEFIT HANDBOOK

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](#)

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| Ordinance as a whole, the independent consultant's final recommendations, into the relevant portion of the Employee Benefits Handbook, together with all items upon which the independent consultant was not engaged.

EMPLOYEE BENEFIT HANDBOOK

SUBJECT: 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 another department within their same job classification shall file an application for such transfer with the Employee Relations Division designating which department 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.
- b. ~~Badger Prairie Health Care Center (BPHCC) Transfers and Consolidated Food Service (CFS) Transfers. The BPHCC Mmanagement shall solicit employee maintain a transfer list for each job classification in their employ for BPHCC employees that indicate to the BPHCC management an interest, over a period covering at least two (2) weekends, in transferring within their job classification. When a vacancy occurs and there are available interested employees interested in on the transfer list for the classification of the vacancy, the most senior employee who expresses interest on that list shall be transferred to the vacancy. The transfer list shall be made available for inspection to the employee group's representatives at such reasonable times as requested.~~

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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 ~~Personnel Manager~~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)

EMPLOYEE BENEFIT HANDBOOK

- 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.

EMPLOYEE BENEFIT HANDBOOK

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.

EMPLOYEE BENEFIT HANDBOOK

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, ~~except Kitchen Workers, Parkers, Ticket Takers and Ushers (Door Guards)~~, 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

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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).

	<u>12/11/16</u>	<u>12/13/15</u>
Juv Ct Counselor	<u>22.95</u>	<u>22.28</u>
Juv Ct Worker	<u>15.82</u>	<u>15.36</u>
Juv Ct Counselor Trainee	<u>19.37</u>	<u>18.81</u>

- 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

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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. ~~Employees defined as Limited Term Employees (LTE) shall be covered by the terms of Article 3 (Employee Group Security). Any disagreement as to the application of Article 3 (Employee Group Security) shall be resolved in accordance with Grievance policy.~~ 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, ~~except Kitchen Workers, Parkers, Ticket Takers and Ushers (Door Guards),~~ 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

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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 12/1~~3~~/16~~5~~

1. Highway Workers: \$~~19.52~~~~18.95~~ per hour
2. Custodial Workers and General Laborers: \$~~15.49~~~~15.04~~ per hour up through minimum hourly rate of Range 9 (\$~~21.23~~~~20.61~~)

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

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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 parties to the labor agreement~~ agree otherwise.

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

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SUBJECT: MILITARY LEAVE

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

~~Applies to all employees~~

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

~~-~~
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 Employee Benefit Handbook 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 Handbook. 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. (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~~

EMPLOYEE BENEFIT HANDBOOK

States Code, or for state active duty performed at the request of the Governor. The employee must provide proof of performance of said duty, such as a leave and earnings statement, and said duty must be a minimum of three consecutive days in length.

EMPLOYEE BENEFIT HANDBOOK

SUBJECT: 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

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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 shift 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

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individual or group shift changes.

- 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).

~~h. This schedule requires three (3) Core employees to move to a different household two (2) times per pay period. The movement shall be between 3 South and 3 North on the A.M. and P.M. shifts and between 2 North and 2 South on the P.M. shift. When a Core employee who alternates between two (2) units is scheduled off their primary household and a Float is scheduled on that household, the Core employee will assume their primary position, at his/her request, and the Float will move.~~

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.

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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.

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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)

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- 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).



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- 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.

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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.

~~b.~~ b. Accumulation of 8 years of supervised experience (at least half time ~~full-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 R~~relevant experience (at least half time (.5 FTE) equivalency) as a 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. Social workers with a or a~~ master's degree in social work may meet the remaining requirement of 1.5 years. shall be credited with an equivalent of three (3) years of relevant prior experience as a social worker.

~~c.~~ 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.~~ 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.~~ 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.

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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.

EMPLOYEE BENEFIT HANDBOOK

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.

EMPLOYEE BENEFIT HANDBOOK

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.
- ~~b-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.

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

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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.e.~~ 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) ~~original~~ 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.
- ~~a.c.~~ The applicant's seniority shall be determined and one point shall be added for each year or major fraction thereof up to a maximum of ten (10), and thereafter one-half (1/2) point shall be added for each year or major fraction thereof which shall be added to form the applicant's composite score.

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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 ~~five (5) highest scoring Employee Group 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.

- ~~a-c.~~

- ~~b-d.~~ 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.

- ~~e-e.~~ Veteran's points to be added as provided by law.

- ~~d-f.~~ 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.)

- ~~e-g.~~ 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.

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h. 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.

3. The above provisions shall be excepted when no County employees apply whereby Dane County Civil Service provisions will be followed.

~~4. When candidates are certified to the appointing authority, any ties that result from examination scores will be broken by using the last four digits of the candidates' social security numbers. The higher numbers will be certified in the higher rank.~~ 4. 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.

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

5. (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.

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- 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: ~~(EG-65)~~

Recruitment Procedure:

~~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 policy. 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.~~

- a. ~~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.~~
- b. ~~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.~~
- c. ~~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 Representative. The stewards 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 application.~~
- 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 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. —

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- ~~f. — Positions allocated to Range 10 and below need not be posted. Those wishing to transfer as defined in the Definitions policy — Transfer, to positions allocated to Range 10 or below are to make written application to the Human Resources Director 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 Definitions — Trial Period 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.~~
- ~~g. —~~
- ~~h. — 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.~~
- ~~i. —~~
- ~~j. — Expanded Certification and Alternative Selection: 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.~~
- ~~k. —~~
- ~~l. — Filling Positions:~~
- ~~m. —~~
- ~~n. — 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.~~
- ~~o. —~~
- ~~p. — 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 Wage Schedule.~~
- ~~q. —~~
- ~~r. — 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 three (3) original highest composite scores shall be promoted, transferred or demoted to the position being recruited for:~~
- ~~s. —~~
- ~~t. — 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.~~
- ~~u. —~~
- ~~v. — 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.~~
- ~~w. —~~

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- ~~x.— 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 shall be hired, promoted, transferred or demoted; but in no event shall more than the three (3) highest scoring Employee Group applicants be considered by the appointing authority for selection:~~
- ~~y.—~~
- ~~z.— 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.~~
- ~~aa.—~~
- ~~bb.— The applicant's seniority shall be determined and one point shall be added for each year or major fraction thereof up to a maximum of ten (10) and thereafter, one-half (1/2) point shall be added for each year or major fraction thereof which shall be added to form the applicant's composite score.~~
- ~~cc.— 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.~~
- ~~dd.—~~
- ~~ee.— Veteran's points to be added as provided by law.~~
- ~~ff.—~~
- ~~gg.— 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.~~
- ~~hh.—~~
- ~~ii.— 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.~~
- ~~jj.—~~
- ~~kk.— If more than one vacancy exists within the same classification at the time an eligibles list is being used to fill such vacancies; one 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 under promotional recruitment, the top four (4) composite scoring applicants shall be considered with two (2) of these applicants being promoted, transferred or demoted to these two (2) vacancies, etc.).~~
- ~~ll.—~~
- ~~mm.— The above provisions shall be excepted when no County employees apply whereby Dane County Civil Service provisions will be followed.~~
- ~~nn.—~~
- ~~oo.— 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.~~
- ~~pp.—~~

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~~qq. Provisional Appointments.~~

~~rr.—~~

~~ss. 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.~~

~~tt.—~~

~~uu. Filling Positions Occupied By Employees On Leave. Such vacancies as defined in Provisional Appointments 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.~~

~~vv.—~~

~~ww. 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.~~

~~xx.—~~

~~yy.—~~

~~zz. (Establishment of Rates of Pay:~~

~~aaa. ———— The rate of pay of newly hired, promoted, or transferred employees shall be established pursuant to provisions of the Salary Increments — Normal section of this Handbook.~~

~~bbb. ———— The rate of pay of demoted employees shall be such rate as determined by the County in the range of such lower classification.~~

~~ccc. When a position is open and posted pursuant to the Recruitment Procedure, employees who wish to be transferred shall file an application for the position in accordance with the Recruitment Procedure.~~

Section ~~23~~: (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

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Representative.

- a. 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. ~~However, the County's inadvertent failure to post shall not be subject to the grievance and arbitration procedure.~~ 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.
- b. 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.
 - 1.2. 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.
- a-c. Hiring, Transfer, Promotion or Voluntary Demotion. The County shall have the option of recruiting to fill

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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 ~~Senior Social Worker~~ classification^s 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

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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 4: (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 appropriate 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 Staff Representative of the Employee Group's Representative, if any.~~
- ~~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~~

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~~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. Additionally, the County shall post such notice on its website. 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 and time for acceptance of the applications and any such 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.~~

- ~~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 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'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.—Interim Appointments~~
- ~~1.—Employees accepting an interim appointment shall remain eligible for the 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.~~

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- ~~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 of 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 classification being recruited for. Such exams shall consist of questions that are asked of all qualified candidates and, if oral exams are utilized, all candidates shall be examined by the same oral board. Examination papers shall be open to public inspection at such time and under such conditions as the Personnel and Finance Committee shall decide. Those applicants who rank in the top five 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; one additional name 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 with promotional recruitment, the top six scoring names shall be considered with two of these applicants being promoted, transferred or demoted to these vacancies, etc.)~~
- ~~3. Upon request, the employee has the right to review the results of the selection process with the appointing authority.~~
- ~~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.~~

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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 Recruitment Procedure – 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 Provisional Appointments- Recruitment for Positions Occupied by Employees on Leave. 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.~~

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.

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).

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- 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.

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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.

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SUBJECT: SALARY

Section 1: (Applies to all employees)

- a. Pay Day. Pay days shall be Fridays of alternate weeks. ~~The County will make an effort, but does not guarantee, to provide pay checks on Thursdays to those employees who work ten (10) hour days and who finish their workweek on Thursday.~~ 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.

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- 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

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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. 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. 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).~~

c. ~~language from the last cba:~~ 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.c.~~ 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.d.~~ 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

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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.

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- 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.

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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.

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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 below), 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.

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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 ~~employee's~~ 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.

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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 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 wage appendix of the Employee

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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 ~~in the State of Wisconsin. Out-of-state courses may be approved at the sole discretion of the County. Each employee may be allowed job-related courses not exceeding a total of ten (10) credit hours per academic year.~~ 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

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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).

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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

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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:

Weekdays

Second Shift \$1.60/hour (2:00 p.m.-10:30 p.m.)
Third Shift \$2.60/hour (10:00 p.m.-6:00 a.m.)

~~Weekends~~

~~First Shift \$1.35/hour (6:00 a.m.-2:30 p.m.)
Second Shift \$2.35/hour (2:00 p.m.-10:30 p.m.)
Third Shift \$2.85/hour (10:00 p.m.-6:00 a.m.)~~

Weekends

First Shift \$1.50/hour (6:00 a.m.-2:30 p.m.)
Second Shift \$3.00/hour (2:00 p.m.-10:30 p.m.)
Third Shift \$4.00/hour (10:00 p.m.-6:00 a.m.)

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.

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~~SUBJECT: VACATION SELECTION COMMITTEE~~

~~(EG-720)~~

~~Section 1: The employee groups and the County agreed to establish this committee to review, study, develop, discuss and to make recommendations regarding the possibility of standardized vacation selection periods within EG-720 for the benefit of both the County and employees of EG-720. 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 (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.~~

~~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 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, 2017.~~

~~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 the meetings shall not be used by either group 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, 2017.~~