

AGREEMENT BETWEEN

PORTAGE COUNTY

AND

PORTAGE COUNTY LICENSED PRACTICAL NURSES

**COMMUNICATION WORKERS
OF AMERICA**

**DURATION: JANUARY 1, 2009 THROUGH
DECEMBER 31, 2010**

This Agreement made and entered into by and between Portage County, hereinafter referred to as "County" or "Employer", and the Communications Workers of America, AFL-CIO, as representatives of the Employees within the bargaining unit who are employed by Portage County, hereinafter referred to as "Union."

ARTICLE 1 - RECOGNITION

The County recognizes the Communications Workers of America as the exclusive bargaining agent for all *regular full-time and regular part-time Licensed Practical Nurses of Portage County* who work at least sixteen (16) hours per week, but excluding all other Employees including supervisory, managerial, confidential, seasonal, casual or temporary employees.

ARTICLE 2 - RESPONSIBLE UNION-COUNTY RELATIONSHIP

The County and the Union recognize that it is in the best interest of both parties, the Employees, and the public that all dealings between them continue to be characterized by mutual responsibility and respect. To insure that this relationship continues and improves, the County and the Union and their respective representatives at all levels will apply the terms of this contract fairly in accord with its intent and meaning and consistent with the Union's status as exclusive bargaining representative of all Employees covered by this contract. Each party shall bring to the attention of all Employees in the units covered by this contract, including new hires their purpose to conduct themselves in a spirit of responsibility and respect and of the measures they have agreed upon to insure adherence to this purpose.

ARTICLE 3 - MANAGEMENT RIGHTS

The County possesses the sole right to operate the County and all management rights repose in it, subject to the provisions of this contract and applicable law. These management rights will not be used so as to discriminate against Employees because of Union membership or lack thereof. These rights include, but are not limited to, the following:

- A. To direct all operations of the County;
- B. To establish reasonable work rules and schedules of work;
- C. To hire, promote, transfer, schedule and assign Employees in positions within the County;
- D. To suspend, demote, discharge and take other disciplinary action against Employees for just cause;
- E. To relieve Employees from their duties because of lack of work or any other legitimate reasons;
- F. To maintain efficiency of County operations;
- G. To take whatever action is necessary to comply with State and Federal law;
- H. To introduce new or improved methods or facilities;
- I. To change existing methods or facilities;
- J. To determine the kinds and amounts of services to be performed as pertains to County operations, and the number and kind of classifications to perform such services;
- K. To contract out for goods or services; however, should the contracting out of goods or services have an impact on the wages hour or conditions of employment of bargaining unit Employees, the parties will

negotiate the impact of said contracts;

- L. To determine the methods, means and personnel by which County operations are to be conducted;
- M. To take whatever action is necessary to carry out the functions of the County in situations of emergency.

ARTICLE 4 - UNION SECURITY

Section 1.

- a) The Employer agrees that each month it will deduct from the pay of all collective bargaining unit Employees after the initial three (3) months of employment, dues as established by the Union, or a fair-share service fee in the same amount, and must remit the aggregate amount collected by such deduction to the Treasurer of the Union. Changes in the amount of dues/fees to be deducted shall be certified by the Union thirty (30) days before the effective date of the change.
- b) The Union, as the exclusive representative of all the Employees in the bargaining unit, will represent all such Employees, Union and non-union, fairly and equally, and all Employees in the Union will be required to pay, as provided in this article, their proportionate share of the cost of representation by the Union. No Employee shall be required to join the Union, but membership in the Union shall be made available to all Employees who apply, consistent with the Union constitution and by-laws. No Employee shall be denied Union membership because of race, creed, color, age, disability or sex.
- c) In the event the provisions of this fair share agreement are successfully challenged in a court or administrative body, and it is determined that the Employer must pay such sums as have been deducted from earnings in accordance with the provision hereof, the collective bargaining representative agrees to indemnify the Employer in full for all sums for which the Employer has been determined to be liable and for its reasonable attorney's fees. If an error is discovered with respect to deductions under this provision, the Employer may correct said error by appropriate adjustments in future paychecks of the

Employee(s) involved or the next submission of funds to the Treasurer of the Union.

Section 2. No Union representative shall suffer a loss in pay while attending any joint Employer-Union meeting or for reasonable travel time to and from such meetings. It is understood that such joint meeting and travel time, which occurs during the Employee's normal work schedule is considered work time. The Employer shall not be liable for overtime pay because Employer-Union meetings occur outside of an Employee's or Union representative's normal work schedule.

Section 3. The County agrees to install bulletin boards provided by and for the exclusive use of the Union in locations mutually agreeable. The Union agrees to post notices only concerning elections, meetings, reports and other official Union business, and notices of social and recreational activities.

Section 4. Any Employee is entitled to have Union representation in any discussion between the Employee and representatives of the County in which the Employee has reasonable grounds to believe that the interview will adversely affect his/her continued employment. In cases requiring immediate action, the failure to have union representation shall not interfere with the Employer's right to discipline. The County will supply the Union with a copy of any discipline taken on a Union member. The Union agrees to provide written notification to the County within thirty (30) days following the election or selection of Union officers, representatives, stewards, or other officials involved in enforcing this Agreement.

ARTICLE 5 - GRIEVANCE PROCEDURE

Section 1. Definition of a Grievance: A grievance shall mean a dispute concerning the interpretation or application of this contract. Employees may, however, bring their concerns to the attention of the Employer, but concerns shall not be subject to arbitration.

Section 2. Subject Matter: Only one subject matter shall be covered in any one grievance. A written grievance shall contain the name and position of the grievant, a clear and concise statement of the grievance, the issue involved, the relief sought, the date the incident or violation took place, the specific section of the Agreement alleged to have been violated and the signature of the grievant and the date.

Section 3. Time Limitations: If it is impossible to comply with the time limits specified in the procedure because of work schedules, illness, vacations, etc., these limits may be extended by mutual agreement.

Section 4. Settlement of Grievance: Any grievance shall be considered settled at the completion of any step in the procedure. If the party concerned fails to appeal to the next step in a timely fashion, the grievance will be deemed resolved. Dissatisfaction is implied in recourse from one step to the next.

Section 5. Steps in Procedure:

Step 1: The Employee, alone or with his representative, shall orally explain his/her grievance to his/her immediate supervisor no later than five (5) working days after the grievance occurs. In the event of a grievance, the Employee shall perform his/her assigned work task and grieve his/her complaint later. The supervisor shall, within five (5) working days, orally inform the Employee, and the representative, where applicable, of his decision.

Step 2: If the grievance is not settled at the first step, the Employee and/or his/her representative shall prepare and file a written grievance with the Health Care Center Administrator within five (5) working days. The Health Care Center Administrator will further investigate the grievance and submit his/her decision to the Employee and his/her representative in writing within five (5) working days after receiving written notice of the grievance.

Step 3: If the grievance is not settled at the second step, the Employee or his/her representative may appeal the written grievance to the Human Resources Committee within five (5) working days after receipt of the written decision of the Health Care Center Administrator. The Human Resources Committee may, at its option, discuss the grievance with the Employee and the Union representative shall be afforded the opportunity to be present at the conference. Following said conference, or if there is no conference, within ten (10) working days of the appeal of said grievance, the Human Resources Committee shall respond in writing.

Discharge Grievance: Any grievance relative to a discharge shall commence at Step 3 of the Grievance Procedure and must be appealed to the Human Resources Committee within fifteen (15) days of the date of discharge.

Section 6. Arbitration:

- Time Limit: If a satisfactory settlement is not reached in Step 3, the Union must notify the Human Resources Committee in writing within ten (10) working days that they intend to process the grievance to arbitration.
- Arbitration: Any grievance which cannot be settled through the above procedures may be submitted to an Arbitrator to be selected as follows:

The parties shall use their best efforts to select a mutually agreeable arbitrator from the Wisconsin

Employment Relations Commission staff. However, if the parties are unable to agree on an arbitrator within ten (10) days after notice of intent to proceed to arbitration is received by the Human Resources Committee, the bargaining unit shall request the Wisconsin Employment Relations Commission to appoint a member of its staff as arbitrator.

3. Arbitration Hearing: The Arbitrator shall meet with the parties at a mutually agreeable date to review the evidence and hear testimony relating to the grievance. Upon completion of this review and hearing, the Arbitrator shall render a written decision to both the County and the Union which shall be binding upon both parties.
4. Decision of the Arbitrator: The decision of the Arbitrator shall be limited to the subject matter of the grievance and shall be restricted solely to interpretation of the contract in the area where the alleged breach occurred. The Arbitrator shall not modify, add to, or delete from the express terms of the Agreement. Any decision which exceed the limits set forth herein shall be considered a per se violation of 298.10, Wisconsin Statutes.
5. Costs: Both parties shall share equally the costs of Arbitration including any transcript fees or costs of reproducing documents. The Arbitration Hearing shall be conducted in the County Courthouse.
6. Transcript: There shall be a transcript prepared for each arbitration hearing unless the parties mutually agree to waive such requirement.

Section 7. General Provisions

1. Past Grievances: Past grievances may not be filed under the provisions of this procedure and all grievances filed which bear a filing date which precedes or is the same as the expiration date of the Agreement must be processed to conclusion under the terms of this procedure.
2. Special Note for New Facts: If the grievance has been processed beyond Step 2, and the grievant wishes to add new facts or information into the file, he shall immediately transmit notice to the Health Care Center Administrator, and shall indicate in said notice the nature and details of the new facts.

Within one (1) day of receipt of such special notice, the Health Care Administrator shall exercise one of the following options:

- a. He/she may reopen the proceedings at Step 2 for the purpose of reconsidering the Step 2 decision.
 - b. He/she may acknowledge receipt of the facts and stipulate that the grievance proceed.
3. Adjustments from Grievance Conferences: Any adjustments resulting from the grievance conferences under this provision shall not be inconsistent with the terms of this Agreement.

ARTICLE 6 - PROBATIONARY EMPLOYEES

All newly-hired employees shall serve a six (6) month probationary period, in order to evaluate satisfactory performance. During the probationary period, the employees shall be subject to discipline or discharge without recourse to the grievance procedure. Employees shall be eligible for health insurance per the provisions in Article 12 – Health and Welfare.

ARTICLE 7 - HOURS OF WORK, OVERTIME, AND JOB DESCRIPTIONS

Section 1. Regular Hours: Employees shall regularly be scheduled to work eighty (80) hours per work period. A work period is defined to mean fourteen (14) consecutive twenty-four (24) hour periods

commencing at 12:01 A.M. Sunday and ending at 12:00 midnight the second successive Saturday. The Employer shall post a work schedule as soon as practical and possible, but no later than the 20th of the preceding month. The Employer may require the least senior Employee that it is able to contact to adjust his/her schedule, as the needs of the Employer require.

Section 2. Weekend Hours: Employees who miss scheduled weekend hours of work may be required to have their schedule revised to make-up these hours on a subsequent weekend. This make-up, scheduled at the discretion of the department head, or designee, shall occur within ninety (90) calendar days of the missed weekend time. Weekend hours missed due to an approved Federal/State or Health Care Center medical leave or an approved Funeral leave shall be exempt from the make-up.

Section 3. Overtime: Employees required to work in excess of forty (40) hours per week or eight (8) hours per day shall be compensated at the rate of one and one-half (1 1/2) times their normal base hourly rate or compensatory time off at one and one-half (1 1/2) times the hours worked in excess of forty (40). All such overtime work shall be with the prior express approval of the Health Care Center Administrator. The decision to grant pay or compensatory time shall be at the sole discretion of the County.

Section 4. Call-In Pay: An employee called into work outside of her/his scheduled hours shall be eligible for two (2) hours of straight time in addition to pay for actual time worked. Call-in pay does not apply in cases where an employee works beyond her/his current shift to complete current shift responsibilities, a specific assignment or to attend a staff meeting.

Section 5. Utilization of Compensatory Time: Approved compensatory time must be utilized within thirty-one (31) days of when it was earned.

Section 6. Shift Differential: An Employee regularly scheduled to work a shift, which begins after 3:00 P.M. shall receive a shift differential of forty cents (\$0.40) per hour. An Employee regularly scheduled to work a shift beginning after 11:00 p.m. shall receive a shift differential of fifty-five cents (\$0.55) per hour.

Section 7. Lunch Period and Breaks: Employees working a full eight (8) hour shift shall be allowed one thirty (30) minute lunch period without pay and two fifteen (15) minute breaks with pay at a time to be scheduled by the department head. Break time may not be used to provide early dismissal from work.

Section 8. Job Descriptions: The Employer agrees to formulate job descriptions for the work to be performed by Licensed Practical Nurses and such job descriptions shall serve as a guide in the assignment of work. However, the Employer and the Union agreed that Licensed Practical Nurses perform a wide variety of tasks within the Health Care Center and that such job descriptions cannot, and are not intended to, cover the entire spectrum of such work.

Section 9. Computation of Hours Worked: If an Employee is tardy, the amount of said tardiness shall be rounded to the nearest one-fourth (1/4) hour for pay purposes. Nothing shall be deemed to prevent the Employer from taking appropriate disciplinary action for repeated tardiness. Overtime shall also be rounded to the nearest one-fourth (1/4) hour.

Section 10. Conferences and Workshops: Employees who attend conferences and workshops at the request of, or with the prior express approval of, the Employer shall not lose pay (8 hours/workday maximum) because of their attendance at such conferences and workshops.

Section 11. Mileage: Employees who are required to use their personal automobile on County business shall receive the same mileage rate as provided to County Board Supervisors by County Board Resolution 80-92-94.

ARTICLE 8 - SENIORITY RIGHTS AND LAYOFFS

Section 1. Definition: Seniority shall commence upon the most recent date of hire, subject to the provisions in Article I hereof, and shall be based upon the actual length of continuous full-time service.

Section 2. Termination of Seniority: Seniority shall be deemed to have been terminated when:

1. An Employee who is able to work fails to do so for three (3) days or more unless due to circumstances beyond his/her control;
2. A laid-off Employee fails to report to work within one (1) week of being notified to do so;
3. An Employee resigns;
4. An Employee is not employed for one (1) year after having been laid off;
5. An Employee is discharged for just cause;
6. An Employee, on leave of absence for personal or health reasons, accepts other employment without permission from the County;
7. An Employee retires.

Section 3. Layoffs: If it becomes necessary to lay off Employees, the Employer shall first retain the most qualified senior Employees. See Appendix B.

Section 4. Recall: Employees shall be recalled in reverse order of their layoff.

ARTICLE 9 - JOB POSTING

When a vacancy occurs on a shift, it shall be posted for period of five (5) working days overlapping two (2) consecutive weeks. The Employee applying for the vacancy with the most seniority, who can qualify, shall be given the position. If no one applies for the vacancy, the Employer may require the Employee on the appropriate shift, and having the least seniority, to fill the position on the posted shift.

ARTICLE 10 - NO STRIKE AGREEMENT

Section 1. Strike Prohibited: Neither the Union nor any of its officers, agents or County Employees will instigate, promote, encourage, sponsor, engage in or condone any strike, picketing, slowdown, concerted work stoppage or any other intentional interruption of work during the term of this Agreement.

Section 2. Union Action: Upon notification by the County to the Union that certain of its members are engaged in a violation of this provision, the Union shall immediately in writing order such members to return to work, provide the County with a copy of such an order, and a responsible official of the Union shall publicly order them to return to work. In the event that a strike or other violation not authorized by the Union occurs, the Union agrees to take all reasonable, effective and affirmative action to secure the members' return to work as promptly as possible. Failure of the Union to issue the orders and take the action required herein shall be considered in determining whether or not the Union caused or authorized the strike.

ARTICLE 11 - WAGES

Section 1. Wages: Employees shall be paid the wages set forth in Appendix "A" to this Agreement.

Section 2. Direct Deposit: All employees shall participate in direct deposit for all of their pay.

ARTICLE 12 - HEALTH AND WELFARE

Section 1. Health Insurance: Each new employee is eligible for health insurance coverage, to be effective no sooner than the first of the month following the date of hire if hired on or before the 15th of the month or the first of the month following 30 days if hired after the 15th of the month. The County shall pay 90% of the cost of the single plan or family plan.

If an employee enrolls during the first 31 days of employment, coverage will be provided, subject to the pre-existing conditions provisions of the Plan.

If an employee enrolls after the first 31 days of employment, coverage will be provided, subject to the pre-existing conditions and evidence of good health provisions of the Plan.

Part-time employees shall have a prorated share of their premium paid by the County, with proration determined on the basis of the average number of hours worked in the previous twelve-month period. The calculation will be performed during the month of December. The County may from time to time change the insurance carrier or self-fund coverage if it elects to do so.

The annual In-Network deductible shall be \$100 for individual coverage and \$200 for family coverage. Following satisfaction of the deductible, a 100% co-pay provision for all In-Network and 80%/20% Out-of-Network of the next \$2,000 of covered expenses shall be in force. Pre-authorization review is required for in-patient hospital treatment.

A \$15.00 co-pay for any brand name drug, a \$20.00 co-pay for a brand name drug with a generic equivalent, and the co-pay for generic drugs remains at \$5.00 per prescription. The mail-in program is available for prescription medications that plan members take on a routine basis.

Section 2. No Claim: No Employee shall make any claim against the County for additional compensation in lieu of or in addition to his/her insurance premiums paid because he/she does not qualify for the family plan.

Section 3. Disability Insurance: Employees will be eligible for coverage under the County's disability plan, with the County paying 100% of the premium; however, Employees must fulfill the underwriting requirements of the policy.

Section 4. Dental Insurance: Effective January 1, 2006 employees shall be eligible for coverage under the County sponsored dental plan, with the employee paying one hundred percent (100%) of the premium. The premiums may be deducted from the employee's earnings on a pre-tax basis as part of the County's Section 125 plan.

ARTICLE 13 - LIFE INSURANCE

The County shall provide term life insurance in the amount equal to the next (thousand dollars) \$1,000.00 of regular annual salary with accidental death and dismemberment factor for all regular full-time Employees after ninety (90) days of employment. Employees must fulfill the underwriting requirements and provisions of the policy.

ARTICLE 14 - RETIREMENT

The County agrees to pay the Employee's share of the retirement contribution up to six point five percent (6.5%) of the Employee's earnings to the State Retirement Fund in addition to the County's share of the contribution.

ARTICLE 15 - SICK LEAVE

Section 1. Annual: Sick leave with pay at the normal hourly rate shall be granted to all regular full-time employees at the rate of one (1) day for each month or major fraction thereof, of actual service.

Section 2. Newly-hired Employees: Newly-hired Employees shall not be allowed to use sick leave during the initial three (3) months of employment; however, at the completion of this period, newly-hired Employees shall be credited with one and one-half (1 ½) days sick leave in their unused sick leave account. During probation sick leave will not be credited for the month in which the employee utilizes sick leave.

Section 3. Part-time Employees: Sick leave for part-time employees shall be prorated on the basis of the average number of hours worked per week. The determination shall be based on the previous twelve-month period and will be calculated during the month of December. Employees absent on sick leave for two (2) or more days in any year of employment may be requested to submit to the department head a doctor's report certifying the Employee's inability to report to duty.

Section 4. Use: Each employee who has unused sick leave shall be eligible for sick leave for absence from work due to illness, temporary disability or bodily injury. With prior departmental approval, an employee may take unused sick leave to care for members of his or her immediate family whose illness may require the employee's personal care, if the attending physician so certifies, for a period of up to forty-eight (48) hours per year. Immediate family is defined as only the employee's parent, spouse or child. Employees shall be allowed no more than sixteen (16) hours per year for their own medical appointments. Medical appointments should be scheduled on non-working days unless in emergency situations.

Section 5. Regulation: Whenever possible, an Employee absent because of sickness or injury shall notify his/her supervisor of that fact no later than one (1) hour prior to the Employee's normal starting time. Failure to notify the supervisor will result in the loss of sick leave. No sick leave benefits of any kind will be granted after termination of employment except as outlined in Section 9 below.

Section 6. Abuse: All sick leave shall be subject to administration by the Health Care Center Administrator, and abuse of sick leave shall subject the Employee to discipline.

Section 7. Maternity: So long as State and Federal law require it, the County will pay sick leave for disability due to maternity.

Section 8. Sick Leave Conversion to Insurance Premium: All Employees covered by this Agreement who have at least twenty (20) years of continued full-time service with the County, and who:

- A. Actually retire from County service at the normal retirement age established by the Wisconsin Retirement Fund or age 55, whichever is lower, or
- B. Who retire due to medical disability; and
- C. Who apply for a retirement annuity from the Wisconsin Retirement Fund within Thirty (30) days of their last day of work,

shall be entitled to the following:

- 1) Those employees who are covered by the Portage County Health Protection Plan shall have up to one hundred thirty (130) days (1040 hours), of their unused sick leave converted to its monetary value (the normal hourly rate of pay, exclusive of longevity and shift differential, received immediately prior to retirement) which total shall be available to the employee to pay the hospital and surgical insurance cost (full premium) as may be charged such employee

and dependents by the company carrying the County's group hospital and surgical insurance.

- 2) Those employees not covered by the Portage County Health Protection Plan for the two (2) years immediately preceding their retirement shall have up to sixty (60) days (480 hours) of their unused sick leave credits at the time of retirement converted to its monetary value and paid to the employee in cash less appropriate state and federal taxes.

If a determination is issued by the appropriate Government Agency to lower the above time frame of two (2) years, the lower figure will be used in 2 above.

In the event it should be determined that 1 and 2 are both taxable events, the Accrued Sick Leave Credit language above will revert to the language used in the 1996-1997 labor agreement.

Should an employee die while still employed by the County, the above benefit shall be available to the employee's spouse. In the event a retired employee is covered by the Portage County Health Protection Plan and precedes his/her spouse in death and there remains at that time a balance to his/her credit, such balance shall be used to purchase such insurance for the surviving spouse as long as the spouse is alive and there remains a balance in the fund. The County's obligation shall cease when the monetary value of said account is depleted or both are deceased.

The employee or employee's surviving spouse shall be eligible to use such premium until such time as:

- a. The monies are depleted, or
- b. The employee or employee's surviving spouse dies, or
- c. The employee becomes employed and/or eligible for other comparable health coverage from another source, including Medicare.

This proposed language will be effective the first of the month following ratification by the bargaining unit membership and adoption by the County Board of Supervisors.

ARTICLE 16 - VACATIONS

Section 1. Annual: Each full-time Employee shall be eligible for vacation with pay as follows:

10 days after 1 year
15 days after 7 years
16 days after 8 years
20 days after 12 years
22 days after 14 years
24 days after 16 years
25 days after 18 years
26 days after 20 years
27 days after 22 years

Employees have the option of taking up to five of the days of vacation after completing the probationary period.

Part-time Employees working more than twenty (20) hours per week shall be granted vacation with pay prorated according to the average hours worked per week.

Vacation Proration: Vacation shall be based on the calendar year. Proration of vacations for new

Employees with less than one (1) calendar year of service (who have completed their probationary period) shall be determined by computing the actual period of employment during the calendar year. Any Employee hired on or before the 15th day of the month, shall be given credit for working the full month. If the Employee is hired after the 15th of the month, he/she shall receive no credit for that month. If the Employee leaves or is terminated after the 15th of any month, he/she shall be given credit for working that full month. If he/she leaves or is terminated on or before the 15th of the month, he/she shall receive no credit for the month.

After the total number of hours worked has been determined, the number of months worked shall be the numerator of a fraction with 12 as the denominator. The fraction shall be multiplied by 5 days and the resulting number shall be rounded to the nearest one-half (1/2) day.

For purposes of computing completed year of service, as of January 1 of the calendar year following the date the Employee was last hired, an Employee shall be deemed to have completed one (1) year of service and on the succeeding January 1 shall be deemed to have completed two (2) years of service.

Section 2. No Accumulation: All vacations shall be taken on a current year basis and shall not accumulate from year to year, except that employees may carry over fifty percent (50%) of their annual vacation allotment into the next calendar year. Carryover vacation must be taken by July 1 and shall be paid at the employee's current year's wage rate

Section 3. Schedule: Employees shall submit written requests for vacation to the Director of Nursing. Employees may not take vacation time off in increments of less than one (1) workday. The County shall determine the number of Employees on vacation at any given time.

Section 4. Severance Pay: If an employee resigns or is terminated through no fault or delinquency on his part, or dies with unused vacation, the Employee or, in the case of his/her death, his/her estate shall be paid in cash for his/her vacation. However, if an Employee resigns without giving two (2) weeks written notice or is discharged for just cause, they shall forfeit any accrued vacation.

ARTICLE 17 - HOLIDAYS

All regular full-time Employees shall be granted the following holidays with pay:

New Year's Day	Friday after Thanksgiving Day
Memorial Day	Christmas Day
Fourth of July	Christmas Eve
Labor Day	Afternoon of Friday before Easter
Thanksgiving Day	One and one-half (1 1/2) Floating Holiday

In order to be eligible for holiday pay, an Employee must be on the active payroll of the Employer and must have worked his/her full regularly-scheduled workday before and after the holiday, unless excused by the Employer.

Holiday pay shall be computed at the Employee's base hourly rate as reflected in Appendix A.

Employees required to work on a holiday will receive compensatory time off at a mutually agreeable time, within two (2) months of the actual holiday, or additional compensation in the amount of number of hours regularly worked per day times the Employee's straight time hourly rate, at the option of the County.

Employees who have successfully completed their probationary period shall be granted one and one-half (1 ½) floating holidays. In order to schedule the floating holiday, an Employee must present a written request for holiday time off at least ten (10) working days prior to such request. Scheduling of floating holidays shall be at the discretion of the County.

Part-time Employees who are required to work the holiday shall receive compensatory time off at a mutually agreeable time or additional compensation in the amount of hours regularly worked per day times the Employee's straight time hourly rate at the option of the County if the part-time Employee is required to work on a holiday. Said payment shall be in addition to payment for hours worked. Holiday pay for those part-time employees who meet the above qualifications, who are not scheduled to actually work the holiday, shall be prorated on the basis of their part-time percentage times their straight hourly rate.

ARTICLE 18 - FUNERAL LEAVE

Section 1. Immediate Family: In the event of a death in the immediate family of an Employee, such Employee will be paid for time lost from scheduled work to attend the funeral and either:

- a. two (2) work days before the funeral; or
- b. one (1) work day before the funeral and one (1) workday after the funeral.

Immediate family shall mean spouse, parent, child, brother, sister, parent-in-law, brother-in-law, sister-in-law, stepchild, stepparents, or any member of the Employee's household.

Section 2. Other Relative: An Employee shall be paid eight (8) hours for time lost from scheduled work to attend the funeral of a relative other than a member of the immediate family. This shall include grandparents, uncle, aunt, nephew or niece.

Section 3. Fellow Employee: An Employee may receive one-half (1/2) day off with pay to attend the funeral of a fellow employee subject to the discretion of the Department Head.

Section 4. Days Off: In the event the Employee had a day or days off during the period up to and including the day of the funeral, the County will not be obligated to pay any wages or salary for those days.

ARTICLE 19 - LONGEVITY

Section 1. Longevity shall be paid according to the schedule below for those employees who have reached their fifth anniversary of continuous employment:

After 5 years	\$150
After 10 years	\$300
After 15 years	\$450
After 20 years	\$600
After 25 years	\$750

Section 2. Termination: Employees terminating employment and Employees whose service is terminated by discharge, death or retirement shall receive their earned longevity at the time of termination, or shortly thereafter, to the end of the month preceding the date of termination when the Employee terminates on or before the 15th of the month. When the termination occurs after the 15th, the longevity shall be computed to the end of the month the termination occurs. (Example: An Employee whose employment is terminated on July 1st with 30 years of service, shall receive 6/12 or \$375.00 earned longevity for the current year.)

ARTICLE 20 - CLOTHING ALLOWANCE

Employees of the Health Care Center who are required to wear a uniform shall be eligible for up to Seventy-five dollars (\$75.00) reimbursement annually. New part-time employees shall be eligible for up to \$50 reimbursement upon hire. The employee will complete a Uniform Expense Reimbursement form and present the form and receipt for approval. The article must meet dress code requirements.

ARTICLE 21 - ENTIRE MEMORANDUM OF AGREEMENT

This Agreement constitutes the entire Agreement between the parties and no verbal statements shall supersede any of its provisions. Any amendment shall not be binding unless executed in writing. The parties further acknowledge that, during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make proposals with respect to any subject or matter not removed by law from the areas of collective bargaining and that all agreements arrived at by the parties are set forth in this Agreement. Therefore, the County and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. Waiver of any breach of this Agreement by either party shall not constitute a waiver of any future breach of this Agreement.

ARTICLE 22 - EQUAL EMPLOYMENT OPPORTUNITY

The parties to this Agreement agree not to discriminate against any employee because of race, color, creed, sex, religion, national origin, disability, veteran, union status, marital status, age or sexual orientation as provided by applicable Federal and State Statutes.

ARTICLE 23 - LICENSING AND CERTIFICATION FEES

Positions that are required by the State of Wisconsin to hold a professional license or certification shall be reimbursed for the annual expense of the license.

ARTICLE 24 - SAVINGS CLAUSE

If any article or section of this Agreement or any addenda thereto shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE 25 - PART-TIME EMPLOYEES

All benefits addressed in this contract shall be prorated for regular part-time employees based upon the number of hours worked. It is understood between the parties that the underwriter's regulations for life insurance (35 hours per week), disability insurance (30 hours per week), health insurance (16 hours per week) and the Wisconsin Retirement Fund rules and regulations (600 hours per year) shall control these provisions.

ARTICLE 26 - TERM

Section 1. Term: This Agreement shall become effective as of January 1, 2009 and shall remain in full force and effect through December 31, 2010 and shall renew itself for additional one (1) year periods thereafter, unless either party, pursuant to this Article, has notified the other party in writing that it desires to alter or amend this Agreement at the end of the contract period.

Section 2. Bargaining Procedure:


Step 1. On or before September 1, 1999 or any subsequent year, the Union shall present its bargaining requests to the County.

Step 2. The County shall present its proposals to the Union by October 1 of that year.

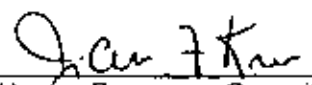
Step 3. Negotiations will commence no later than October 31 of that year.


IN WITNESS WHEREOF, we have hereunto set our hands and seals this 8th day of Oct, 2009.

FOR THE COUNTY:


Portage County Board Chair


Portage County Executive



Human Resources Committee Chair


Human Resources Director


Portage County Clerk

FOR THE UNION:


Business Representative


CWA State Representative


Bargaining Committee Member

 9/11/09

APPENDIX A

Step	1/1/2009 2%	6/28/2009 1%	1/1/2010 2%	6/27/2010 1%
Minimum	\$16.63	\$16.80	\$17.14	\$17.31
6 Months	\$17.36	\$17.53	\$17.88	\$18.06
1 Year	\$17.55	\$17.73	\$18.08	\$18.26
2 Years	\$17.78	\$17.95	\$18.32	\$18.50
3 Years	\$18.05	\$18.23	\$18.59	\$18.78
5 Years	\$18.40	\$18.58	\$18.95	\$19.14
7 Years	\$18.73	\$18.92	\$19.30	\$19.49

- The County, in its sole discretion, may recognize prior experience when determining the initial salary for new employees.

- The following LPNs shall receive an additional thirty-five (\$0.35) per hour 'Charge Pay': Charlene Cyran and Cindy Brick, who shall all be red-circled for this provision.

APPENDIX B

Seniority as Applies to Benefits

Date of Hire - County

1. Vacation
2. Sick Leave Accrual
3. Sick Leave Usage
4. Sick Leave Conversion to Health Insurance
5. Health Insurance Eligibility
6. Life Insurance Eligibility
7. Disability Insurance Eligibility
8. Retirement
9. Longevity

Seniority in Bargaining Unit

1. Layoff
2. Recall
3. Job Posting
4. Work Schedule
5. On-Call Time
6. Vacation Scheduling
7. *Vacation Posting*
8. Leave of Absence