

AGREEMENT

BETWEEN

PORTAGE COUNTY

AND

**PORTAGE COUNTY COURTHOUSE,
HEALTH CARE CENTER,
DEPARTMENT OF HEALTH AND HUMAN SERVICES,
AND
LIBRARY SYSTEM EMPLOYEES
LOCAL 348, AFSCME, AFL-CIO**

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

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**PORTAGE COUNTY COURTHOUSE, HEALTH CARE CENTER,
DEPARTMENT OF HEALTH AND HUMAN SERVICES, AND LIBRARY SYSTEM
LABOR AGREEMENT**

This Agreement made and entered into by and between Portage County, hereinafter referred to as "County" or "Employer" and Portage County Courthouse, Health Care Center, Department of Health and Human Services, and Library System Employees, Local 348, AFSCME, AFL-CIO, hereinafter referred to as the "Union."

WITNESSETH

WHEREAS, it is the intent and purpose of the County and the Union that this Agreement shall promote and improve working conditions and set forth the rates of pay, hours of work and other terms and conditions of employment to be observed by the parties hereto;

NOW THEREFORE, with consideration to the premises and in consideration of the promises hereinafter contained, and other good and valuable considerations, receipt of which is hereby irrevocably acknowledged;

IT IS RECOGNIZED by this Agreement that the mutual interests of the Employer and the Union for the operation of the various departments under methods that will promote safety to the employees, economy of operation, cleanliness and proper care of equipment, and protection of property are herein served. This Agreement also provides a means of expediting the fair and peaceful adjustment of differences that may arise from time to time, along with promulgation of rules and regulations and establishment and declaration of policies to insure a proper and ethical conduct of business and relations between the Employer and its employees. To that end, the parties hereto have reached this Agreement.

ARTICLE 1 - RECOGNITION

- A) The County recognizes the Union as the sole and exclusive bargaining agent for all regular full-time, regular part-time nonprofessional employees and nutrition assistants in the employ of Portage County in its Courthouse, Health Care Center, Department of Health and Human Services, Library, Highway Department, Aging and Disability Resource Center, and Portage House, excluding professionals, supervisory, managerial and confidential employees, and employees included in other bargaining units.

- B) "Courthouse employees", when used in this Agreement, shall include the employees working at the Courthouse, Courthouse annexes, Highway Department, Housing Authority, Law Enforcement Center, and Solid Waste Department.

ARTICLE 2 - PROBATIONARY PERIOD

- A) New Employees: Upon becoming employed in a position within the bargaining unit, employees shall serve a six (6) month probationary period and during said probationary period, they shall receive the wages called for in Subsection "B" of the Rules for Administration of the Pay Plan listed in Appendix "A".

- B) Discharge: An employee on probation may be released without prior notice or recourse to the grievance procedure.

- C) Fringe Benefits: During the probationary period, the employee will not be entitled to sick leave with pay, paid funeral leave [except for members of the immediate family defined in Article 14, A)] or family illness leave days. Probationary employees hired on or before the 15th of the month shall be eligible for health insurance coverage beginning the first full calendar month following date of hire, probationary employees hired after the 15th of the month shall be eligible for health insurance coverage on the first of the month following thirty (30) days from date of hire. Employees not enrolling in the plan upon hire may be subject to physical examination and/or restricted coverage as determined by the contract with the insurance carrier.

Probationary employees shall accrue but are only eligible for the floating holiday upon successful completion of the probationary period. If employed on or after July 1, they shall be eligible for one and one-half (1 ½) times (eighteen (18) hours) the floating holiday allotment defined in Article 11 during the second calendar year of employment.

ARTICLE 3 - MANAGEMENT RIGHTS

- A) The County possesses the sole right to operate County government and all management rights repose in it, subject only to the provisions of this Agreement and applicable law. These rights include, but are not limited to the following:
 - 1. To direct all operations of the work force;
 - 2. To establish reasonable work rules and schedules of work;
 - 3. To hire, promote, transfer, schedule and assign employees;
 - 4. To suspend, demote, discharge and take other disciplinary action against employees for just cause;
 - 5. To lay off employees from their duties because of lack of work or any other legitimate reasons;
 - 6. To maintain efficiency of County government operations;

7. To comply with state and federal law;
8. To introduce new or improved methods or facilities;
9. To change existing methods or facilities;
10. To determine the kinds and amounts of services to be performed as pertain to County government operation; and the number and kinds of classifications to perform such services;
11. To contract out for goods or services; however, it will be the policy of the County to first consider the impact on the employment security of its employees as the result of any such action and to notify and confer with the Union prior to taking such action;
12. To determine the methods, means and personnel by which County operations are to be conducted;
13. To take whatever action is necessary to carry out the functions of the County in situations of emergency.

The County agrees it will not use these management rights to interfere with the employees' rights established under this Agreement or for the purpose of undermining the Union or discriminating against its members.

Any dispute with respect to the reasonableness of the application of said management rights with employees covered by the Agreement may be processed through the grievance and arbitration procedure contained herein; however, during the pendency of any grievance or arbitration proceeding, the County can continue to exercise these management rights.

ARTICLE 4 - FAIR SHARE AGREEMENT

- A) Dues Deduction: The County hereby agrees it will deduct from the monthly earnings of the employees in the collective bargaining unit listed below, the amount of dues certified by the Union as the current dues uniformly required of all members and pay said amount to the treasurer of the Union on or before the end of the month for which such deduction was made.
- B) Changes in Amount: Changes in amount of dues to be deducted shall be certified by the Union thirty (30) days before the effective date of change.
- C) Newly Hired Employees: As to the newly hired employees, such deduction of dues shall be made from the employee's paycheck in and for the month immediately following six (6) months of employment. The Union shall receive notice of all new employees after

their six-month probationary period.

D) List: Once each month, the County will provide the Union with a list of employees from whom such deductions are made.

E) Union Responsibility

1. Representation: The Union, as the exclusive representative of all employees in the bargaining unit, will represent all such employees, union and nonunion, fairly and equally, and employees in the unit will be required to pay, and provided in this article, their proportionate share of the costs of representation by the Union. No employee shall be required to join the Union, but membership in the Union shall be made available to any employee who applies, consistent with the Union constitution and bylaws. No employee shall be denied membership because of race, creed, color, sex, or disability.

2. Indemnification and Hold Harmless Provision: The collective bargaining representative shall indemnify and save the Employer harmless against any and all claims, demands, suits, order, judgments, or other forms of liability that shall arise out of or by reason of, action taken or not taken by the Employer under this article.

F) Correction of Error: If, through inadvertence or error, the Employer fails or neglects to make a deduction which is properly due and owing from an employee's paycheck, such deduction shall be made from the next paycheck of the employee and submitted to the collective bargaining representative. The Employer shall not be liable to the collective bargaining representative, employee, or any party, by reason of the requirements for this article of the Agreement for the remittance or payment of any sum other than that constituting actual deductions made for employee wages earned.

G) Validity of Fair Share: If for any reason this fair share agreement shall become null and void, the County agrees to continue to deduct the monthly dues from the paychecks of all who authorize such deduction on an individual authorization form. The total amount of all dues deducted shall be paid to the treasurer of the Union on or before the end of the month in which said deduction was made.

ARTICLE 5 - UNION ACTIVITY

A) Union Business: Union business shall be transacted outside of normal working hours, unless mutually agreed otherwise by the parties. All employees, when acting in an official capacity for the Union during normal working hours shall first obtain permission from their immediate supervisor prior to their leaving their work area or commencing any such activity. Representatives of the Union may contact officers or individual members at reasonable times during working hours only after receiving permission from the employee's immediate supervisor, if available. The County reserves the right to both

deny permission for such meeting and to exclude such meetings from any work area. The Union may use the County's meeting rooms and facilities for Union business only with the prior approval of and under the guidelines established by the County. However, in no event will Union activities be permitted to interrupt the County's normal and efficient operations. The Union agrees to provide written notification to the County within thirty (30) days following the election or selection of Union officers, representatives or other officials involved in enforcing this Agreement.

- B) Union Conferences, Conventions and Meetings: Employees serving in a Union capacity shall be allowed to use vacation, compensatory time, floating holidays or unpaid time off to attend Union conferences and conventions. Absence during scheduled work hours for this purpose shall be with the approval of the immediate supervisor. Such approval shall be subject to scheduling availability.

No Union representative shall suffer a loss in pay while attending any joint Employer-Union meeting or for reasonable travel time to and from joint meetings. It is understood that 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 Employee-Union meetings occur outside of an employee's or the union representative's normal work time.

- C) Bulletin Boards: The County agrees to provide bulletin board space for the Union's use. The Union shall also be permitted to use the employee mailboxes for communications among Union members. Bulletin boards, voice mail, e-mail and mailboxes are to be used by the Union only for notices of the following: Union meetings, Union elections, Union appointments, Union recreational and social events, and unemployment compensation information. Union newsletters may be distributed in mailboxes and posted on Union bulletin boards; newsletters are not to be distributed via County e-mail. It is understood by the Union that all e-mail and voice mail is the property of Portage County and subject to review by Portage County. E-mail is not a private form of communication. All e-mail use by the Union will comply with all County policies regarding computer utilization and e-mail access. Abuse of the use of e-mail for this purpose may result in revocation of employee e-mail access. No postings which are political in nature or in any way detrimental to the labor-management relationship will be allowed.

The County shall retain ownership of the bulletin boards and the mailboxes. In the event the Union fails to remove materials in violation of this Section, the County reserves the right to remove said material or the bulletin board upon which the material is posted.

ARTICLE 6 - SENIORITY RIGHTS AND LAYOFFS

- A) Definition: Seniority shall commence upon an employee's most recent date of hire in the bargaining unit, subject to the probationary period herein, and shall be based upon the length of service in the bargaining unit.

- B) 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 the employee's control, or unless granted permission by the Employer to be absent;
 2. A laid off employee fails to notify the County of the employee's interest to return to work within one (1) week of receipt of notice of recall or fails to report within two (2) weeks of said notice. These time periods may be modified by mutual consent between the employee and the County;
 3. An employee states that the employee is quitting and leaves the job;
 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 a leave of absence for personal or health reasons accepts other employment without permission from the Employer;
 7. An employee retires.
- C) Seniority Lists: There shall be four (4) separate seniority lists of the employees of the Courthouse, Health Care Center, Library, and "Health and Human Services, Aging and Disability Resource Center, and Portage House." The County will supply seniority lists to the Union monthly. These lists shall provide the employees' current address, date-of-hire, seniority date, and full-time or part-time status.
- D) Layoffs: The County shall first determine the department(s) and classification(s) where the reduction(s) will take place. Employees affected by the layoff will be given at least two (2) weeks' notice in writing (may be less if two weeks' notice is not possible) of the anticipated beginning and ending dates of the layoff, and the impact, if any, on their fringe benefits. The oldest in point of bargaining unit seniority within the affected department(s) and classification(s) shall be retained if capable and qualified to perform the available work.
1. Employees affected by a layoff of thirty (30) working days or less shall only be allowed to bump the least senior employee within their department with equivalent or fewer hours, providing the employee is capable and qualified to perform the duties of the position.
 2. Employees whose layoff extends beyond the thirty (30) working days outlined above, and employees whose position is eliminated from the table of organization shall be allowed to bump the least senior employee in the same wage scale or the least senior employee in a lower wage scale within their department with equivalent or fewer hours, provided the employee is capable and qualified to

perform the duties of the position.

3. The bumping process shall continue for each affected employee(s) until the allotted number of employees are laid off within the department affected by the layoff.
4. Employees shall not be allowed to bump employees from other departments.

Recalling of employees that have been laid off shall be in reverse order of laying off, providing the recalled employees are capable and qualified to perform the available work. Recalled employees shall be returned to their previous, or equivalent, positions, and a reverse bumping process shall take place. The recall period shall expire one (1) year after the layoff.

"Classifications" as used herein means those classifications (job titles) listed in Appendix A. "Departments" for purposes of this article shall be as follows: Health Care Center, Library, Courthouse, and "Health and Human Services, Aging and Disability Resource Center, and Portage House".

- E) Notice of Recall: The notice of recall for any employee who has been laid off shall be sent by certified mail to the last known address of the employee on the books of the County, and this shall constitute sufficient notice to the employee.
- F) Bargaining unit employees will not suffer a loss of hours while JTPA, general relief or similar types of workers are employed in a bargaining unit capacity.

ARTICLE 7 - JOB POSTING

- A) Job Posting: When the County deems it necessary to create new jobs or fill vacancies in the bargaining unit, it shall post the job title, qualifications, wage rates and the year which the rate applies to. Said posting shall be posted for a period of five (5) working days overlapping two (2) consecutive weeks in all departments on a county-wide basis. "Department" for purposes of this article shall be as follows: (1) Health Care Center; (2) Library; (3) Courthouse, and (4) "Health and Human Services, Aging and Disability Resource Center, and Portage House".

All employees who are interested in the position shall sign the posting in the space provided. Probationary employees shall be limited to posting for additional hours or different hours in the same classification in the same office. However, the employee applying for the position with the most seniority within the affected department who can qualify shall be given the position. In the event the position is not filled, or no one applies within the department, the employee applying from within the bargaining unit with the most seniority who can qualify shall be given the position. The County will post the name of the applicant receiving the position within the ten (10) days of the date of the selection of the applicant. The County shall notify the Union president in writing when it

has decided not to fill a vacated position, but not later than sixty (60) days from the date the position was vacated. The Union shall be provided with a listing of union applicants which includes classification, department and seniority date, along with the name of the applicant receiving the position, and a copy of the posting(s). This shall be provided within ten (10) days of the selection of the applicant. The County shall be allowed to fill the position on a temporary basis during the posting process when it deems it necessary.

- B) Reuse of Test Scores: If an employee applicant is in a position that requires the same or a higher skill and/or knowledge level than the position the applicant signed for, the employee applicant is presumed qualified in that skill and/or knowledge and is not required to take that particular test to qualify for the open position. If the employee applicant has taken the required test within the past six (6) months, the applicant shall be permitted to request re-use of the test score. The employee applicant will be required to furnish a copy of the results of the test score that was provided to the employee applicant by the Human Resources Department or to identify the recruitment or posting for which the employee applicant took the required test. If the applicant does not request re-use of the test score, the applicant must take the test for each position for which the applicant posts. Applicants are allowed to take the test or request re-use of the test score for each job posting they sign. The County will furnish an information sheet regarding the test, if one exists, to the employee applicant upon request. This paragraph shall not apply to drug, medical, physical capacity testing, or tests not administered by the Human Resources Department.
- C) Trial Period: An employee, upon being awarded a different position, shall serve a trial period of thirty (30) working days in the position, fifteen (15) working days if the awarded position involves only a change of shift, with or without a change in the number of work hours. The trial period shall not be provided when the awarded position results in only more or fewer work hours for the employee. An employee who does not satisfactorily complete the trial period at the end of thirty (30) working days shall be returned to the employee's former position and the employee's former rate of pay with no loss in benefits. In the event the County determines an employee is not qualified to fill a position before the end of the thirty (30) working days, the County reserves the right to return the employee to the employee's former position and the employee's former rate of pay. Such decision is subject to the grievance procedure. The employee shall be allowed to return to the employee's former position and former rate of pay within the said trial period upon request.

It is understood that the Employer has the right to set reasonable qualifications and post same. Employees who do not meet qualifications need not be given a trial period. When an employee is awarded a job through the posting procedure, the department heads involved will arrive at a mutually agreeable date for the employee to assume their new duties. If such agreement cannot be reached, the employee will begin their new duties ten (10) working days after the end of the posting period.

ARTICLE 8 - GRIEVANCE PROCEDURE

- A) Definition: A grievance shall mean a dispute concerning the interpretation or application of this contract.
- B) Subject Matter: Only one subject matter shall be covered in any one grievance. However, this shall not prohibit an arbitrator from hearing successive grievances so long as each grievance hearing is completed before the next one begins. 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, the signature of the grievant and the date.
- C) Union Grievances: The Union shall have the right to submit union grievances which pertain to any one employee or group of employees.
- D) 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.
- E) Time Limitations: The time limitations specified in this procedure may be extended by mutual consent of the parties. Saturdays, Sundays and holidays shall be excluded in computing the time limits.
- F) Settlement of Grievance: Any grievance shall be considered settled at the completion of any step in the procedure if all parties concerned are mutually satisfied. Dissatisfaction is implied in recourse from one step to the next.
- G) Steps in Procedure:

Step 1: The grievance shall be presented in writing by the employee and/or their representative to the immediate supervisor no later than ten (10) days after the grievant knew or should have known of the facts upon which the grievance is based. In the event of a grievance, the employee shall perform their assigned work task and grieve the complaint later, except in cases affecting the employee's health or safety. The immediate supervisor shall within ten (10) working days orally inform the employee and the steward, member of the grievance committee or Union representative, where applicable, of the supervisor's decision.

Step 2: If the grievance is not settled at the first step, the employee and/or representative may appeal the written grievance to the department head no later than ten (10) days after receipt of the immediate supervisor's answer. The department head shall meet with the grievant and/or the representative at a mutually agreeable time within ten (10) days and shall render a decision in writing, within ten (10) days after said meeting.

Step 3: If the grievance is not settled at the second step, the employee and/or the

employee's representative may appeal the written grievance to the Human Resources Committee within ten (10) days after receipt of the written decision of the department head. The Human Resources Committee shall meet with the grievant and Union representatives at a mutually agreeable time. Following this meeting, the Human Resources Committee shall respond within ten (10) days in writing.

H) Arbitration

1. 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) days that they intend to process the grievance to arbitration.
2. Selection of Arbitrator: In the event of grievance arbitration, the parties agree to request a panel of five (5) arbitrators from the staff of the Wisconsin Employment Relations Commission (WERC). The parties will alternately strike a name from the panel provided by the WERC until one arbitrator's name remains. The parties shall flip a coin to determine which party shall choose to strike first or second. The petitioning party shall request that the remaining arbitrator be assigned as sole arbitrator of the grievance. If the remaining arbitrator is not available to arbitrate the grievance, a new panel shall be requested and the striking procedure shall be repeated. If the WERC should determine that they will not provide a panel, the WERC shall assign an arbitrator from its staff, who shall serve as sole arbitrator.
3. Arbitration Hearing: The arbitrator selected or appointed 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 which shall be final and 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 the interpretation of the contract. The arbitrator shall not modify, add to, or delete from the express terms of the Agreement.
5. Costs: All expenses incurred in connection with the arbitrator shall be borne equally by the County and the Union. Either party may request a transcript. If both parties agree that there shall be a transcript, the parties shall share any costs related to the transcript. If only one party requests a transcript, they shall bear the cost of the same. However, if only one party requests a transcript and the arbitrator asks for a copy of the transcript, the parties share in the cost of the arbitrator's copy.
6. Witnesses: County employees of the bargaining unit appearing as witnesses shall not suffer a loss of wages during the period of time that they are required to testify at an arbitration hearing, provided the employee(s) notifies the employee(s)

immediate supervisor at least two (2) days in advance of the hearing, if possible.

7. Single Arbitrator: The parties may agree to single arbitrator who shall be a member of the Wisconsin Employment Relations Commission.
- I) Past Grievances: Past grievances may not be filed under the provision of this procedure and all grievances filed which bear a filing date which precedes or is the same as the expiration date of this Agreement must be processed to conclusion under the terms of this procedure.

ARTICLE 9 - NO STRIKE AGREEMENT

- A) Strike Prohibited: Neither the Union nor any of its members will strike during the term of this Agreement.
- B) 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 order such members to return to work. In the event that a strike 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.
- C) Penalties: Any or all of the employees who violated any of the provisions of this article may be subjected to reasonable discipline by the County.
- D) No Lockout: The County agrees that it will not lock out any of its employees during the term of this Agreement unless the employees in violation of this article refuse to return to work following the Union action described in Paragraph B of this article.

ARTICLE 10 - LEAVE OF ABSENCE

- A) Personal Leave: Up to ten (10) unpaid days per year may be approved at the sole discretion of the Department Head.
- B) Leave of Absence: A leave of absence without pay may be granted subject to the approval of the County, provided the employee does not accept employment elsewhere without County approval. Requests for leaves of absence beyond the above ten (10) days per year shall be directed in writing in advance to the Human Resources Committee, who will in turn consult with the appropriate committee and/or department before a decision is rendered in each case. Leaves shall be limited to a six (6) month period of time and may be renewed for additional six (6) months period at the County's discretion. All requests for a leave of absence will be in writing and will specify the length of time being requested. Seniority shall be the determining factor in cases of conflicting requests by employees. Employees shall suffer no loss in seniority for approved leaves of absence of three (3) months or less.

- C) Military Leave: Leaves of absence shall be automatically granted for all full-time employees who are called or volunteer for military service.
- D) Maternity Leave: Whenever an employee becomes pregnant, she shall furnish the County with a statement from her physician stating the approximate date of delivery. The employee shall be granted maternity leave of absence after presenting medical verification that she is unable to perform her normal duties and responsibilities. Medical evidence shall be the basis of determining when maternity leaves will commence and conclude. So long as required by state and/or Federal law, any sick leave the employee may have upon commencement of the leave may be applied to the leave. The seniority of an employee on maternity leave shall accumulate during said leave.
- E) Armed Forces Leave: An employee who is a member of the National Guard, navy militia, or a member of other reserve components of the armed forces of the United States, shall be entitled to leave of absence from their respective duties without loss of pay for such time as they are in military service and field training or active duty for periods not to exceed fourteen (14) days in any calendar year. Employees covered by this provision shall receive the difference between their normal straight time pay and any compensation received for such duty.
- F) Extended Sick Leave: All employees shall be granted an extended leave of absence without pay not to exceed one (1) year beyond the accumulation of paid sick leave during periods of lengthy illness or disability so certified by a medical doctor. During such leaves, seniority shall be retained but will not accumulate. Seniority will accumulate during periods of paid sick leave only. It is understood that the employee must return to work if the illness or disability ends prior to the termination of the leave. The County reserves the right to have an employee on leave examined by a physician of its own choosing at no cost to the employee.
- G) Civil Leave: An employee shall be given time off without loss of pay when performing jury duty, when subpoenaed to appear in court, public body or commission, in connection with County business, or for the purpose of voting. In the case of jury duty, the employee shall remit his jury fee to the County. If the employee does not remit the fee, he shall be considered to be on a leave of absence without pay while performing jury duty.

A leave of absence without pay shall be granted an employee, upon the employee's request, to appear under subpoena or on the employee's own behalf, in litigation involving personal or private matters.

Time off for voting shall be granted only if the employee cannot vote on non-business hours.

ARTICLE 11 - HOLIDAYS

A) Holidays - Courthouse, Gilfry, Library: All regular full-time and regular part-time employees shall be granted the following holidays with pay, except as provided in paragraphs B), C) and D) below:

New Year's Day	Christmas Eve Day
Afternoon of Friday Before Easter	Christmas Day
Memorial Day	One and one-half (1 ½) days, twelve (12) hours), additional floating holidays to be taken on mutual agreement of the employee and department head.
Fourth of July	
Labor Day	
Thanksgiving Day	
Day after Thanksgiving	

When a holiday falls on a Sunday, the following Monday shall be declared the holiday. If the holiday falls on Saturday, the previous Friday shall be declared the holiday.

B) Holidays - Health Care Center: The following days shall be declared paid holidays for the Health Care Center employees:

New Year's Day	December 24 th
Afternoon of Friday Before Easter	Christmas Day
Memorial Day	One and one-half (1 ½) days, twelve (12) hours), additional floating holidays to be taken on mutual agreement of the employee and department head.
Fourth of July	
Labor Day	
Thanksgiving Day	
Day after Thanksgiving	

Such holiday hours are to be used within sixty (60) days following the normal occurrence of the holiday. Holidays not taken within the above time frames shall be cashed out.

C) Holidays - Highway Department: All regular full-time and regular part-time employees shall be granted the following holidays with pay.

New Year's Day	Afternoon of last work day immediately preceding the Christmas holiday
Afternoon of Friday Before Easter	Afternoon of last work day immediately preceding the New Year's Holiday
Memorial Day	One and one-half (1 ½) days, (twelve (12) hours), additional floating holidays to be taken on mutual agreement of the employee and department head
Fourth of July	
Labor Day	
Thanksgiving Day	
Day after Thanksgiving	
Christmas Day	

When a holiday falls on a Sunday, the following Monday shall be declared the holiday. If the holiday falls on Saturday, the previous Friday shall be declared the holiday.

D) Holidays – Communication Technicians: The following days shall be declared paid holidays for the Communication Technicians:

New Year's Day	Labor Day
Afternoon of Friday before Easter (4 hrs)	Thanksgiving
Easter Sunday	Day after Thanksgiving
Memorial Day	December 24 th
Fourth of July	Christmas Day

One-half day (4 hours) additional floating holiday to be taken on mutual agreement of the employee and department head.

E) Requirements: An employee must be in attendance on the last regular workday immediately preceding the holiday and the regular workday immediately following the holiday to be eligible for holiday pay, except when:

1. On vacation;
2. On sick leave;
3. On authorized leave of absence without pay granted by the department head which commenced within one week of the holiday;
4. On other paid leave, as contained in this Agreement;
5. Absent due to circumstances beyond the employee's control.

F) Work on Holidays: Any employee who is required to work on the day a holiday is observed shall receive the employee's regular compensation plus compensatory time off or additional compensation at the straight time rate of pay equal to the time worked on the holiday. The choice of additional compensation or compensatory time shall be mutually agreed upon by the employee and the department head.

Communication Technicians who are scheduled to work on a holiday shall have eight (8) hours of holiday included in the schedule. Any hours worked on a holiday in excess of eight (8) hours will be compensated at the employee's regular compensation plus compensatory time off or additional compensation at the straight time rate of pay equal to the time worked on the holiday. The choice of additional compensation or compensatory time shall be mutually agreed upon by the employee and the department head.

G) Regular Part-Time Employees: Regular part-time employees shall receive a pro-rated share of the above 10 holidays. For Part-Time Bus Drivers, Adult Day Center Aides, and Dining Site Managers, when a holiday falls on what would otherwise be the employee's scheduled work day, the employee shall receive a paid holiday in the number of hours they would otherwise have been scheduled to work.

ARTICLE 12 - VACATION

A) Annual: Each full-time employee shall be eligible for vacation with pay as follows.

<u>Completed Years of Service</u>	<u>Vacation Benefit</u>
One (1) year	Ten (10) days
Four (4) years	Eleven (11) days
Seven (7) years	Fifteen (15) days
Eight (8) years	Sixteen (16) days
Twelve (12) years	Twenty (20) days
Thirteen (13) years	Twenty-one (21) days
Fourteen (14) years	Twenty-two (22) days
Eighteen (18) years	Twenty-five (25) days
Twenty (20) years	Twenty-six (26) days
Twenty-one (21) years	Twenty-seven (27) days

Employees who have completed six (6) months of service shall be allowed to take up to one-half (1/2) of their first year's vacation allotment.

B) Vacation Accrual: The date of hire, as adjusted by approved leaves of absence, shall be the vacation anniversary date for all employees. All employees shall receive prorated vacation on the basis of one-twelfth (1/12) of an annual benefit for each month worked from their anniversary date. Any employee hired on or before the 15th of the month shall be given credit for working the full month. If the employee is hired after the 15th of the month, the employee shall receive no credit for that month.

C) Pay Rate: Vacation pay shall be paid at the employee's regular classified rate of pay.

D) Severance Benefit: Accumulated vacation or earned vacation shall be prorated to the credit of the employee or the employee's family upon retirement, death or termination by the employee. Accrued vacation shall be determined by giving the employee credit for one-twelfth (1/12) of their annual vacation allowance for each full month they were employed after their anniversary date. If the employee leaves or is terminated after the 15th of the month, the employee shall be given credit for working the full month. If the employee leaves or is terminated before the 15th of the month the employee shall receive no credit for the month. However, if an employee resigns without giving two (2) weeks written notice, they shall forfeit all unused vacation.

E) Accumulation: Vacations shall be taken on a current year basis and shall not accumulate from year to year, except that an employee may carry over fifty percent (50%) of the employee's annual vacation allocation into the next anniversary year. Vacation carry-over must be taken within six (6) months of employee's anniversary date. Carry-over vacation will be paid at the employee's current year's wage rate.

F) Posting Schedule: On or before February 15 of each year, the County Departments shall post a vacation schedule form on the bulletin board and employees, in the order of their

seniority, shall insert thereupon the desired period for taking their vacation period. Such forms shall remain posted until April 1 of each year, and any employee who has not designated a vacation period thereupon shall forfeit the employee's right to select the employee's vacation by seniority.

- G) Substitution for Vacation: An employee shall be allowed to cancel all or part of their vacation and return to work or substitute appropriate leave if they, or a member of their immediate family experience a serious illness or injury; provisions of Article 13 and 15 will then apply. If the employee is returning to work, they must notify the Employer twenty-four (24) hours in advance of returning to work. If the employee is substituting appropriate leave, the employee must notify the Employer within twenty-four (24) hours after the illness or injury.

ARTICLE 13 - SICK LEAVE

- A) Monthly Accrual: All employees will accrue one day of sick leave per month with no limit on the total accumulative total.
- B) Sick Pay: Sick leave shall be paid on the basis of the regular hourly or monthly rate. (Regular hourly or monthly rate meaning that received at the time of sickness or injury.)
- C) New Employees: New employees shall be credited with sick leave at the beginning of the month following completion of the probationary period retroactive to the date of original employment. If an employee starts employment on or after the 16th of the month, the employee shall not be credited with sick leave for that month; however, if employment starts prior to that date, the employee shall be credited with a full day for that month.
- D) Worker's Compensation: In the event an employee receives an injury arising from the employee's employment, the employee shall be eligible to use accumulated sick leave amounting to the difference between that received under Worker's Compensation and the employee's regular rate of pay. (Regular rate of pay meaning that received at the time of injury.)
- E) Notice to County: Any employee absent because of sickness or injury shall notify the department head at least one-half (1/2) hour before the start of work whenever possible, except Communication Technicians in the Sheriff's Department, Aging and Disability Resource Center bus drivers, receptionist, Adult Day Care Coordinator, Adult Day Center Aide, Meal Site Manager and employees of the Health Care Center who shall notify the department head or designee at least one (1) hour before the start of work whenever possible. For an absence of more than one (1) day, the employee need not call in each day, but shall give an estimate of the number of days the employee shall be absent from work. The employee shall notify the department head prior to returning to work. When an employee is off on sick leave for three (3) or more consecutive workdays, the employee shall provide the Employer with a doctor's certificate if required by the

immediate supervisor. In the event of documented abuse, the preceding sentence is not applicable.

- F) Medical Appointments: Employees, including part-time employees, shall be allowed necessary time off with pay up to a maximum of two (2) hours during working hours for physician, chiropractor, optometrist, ophthalmologist, dentist, mental health clinician, nurse practitioner, physician assistant, physical therapist, occupational therapist and/or speech therapist appointments. Time in excess of two (2) hours per appointment shall be deducted from sick leave. Such appointments shall be made during non-working hours whenever possible. Medical appointment time over ten (10) hours per year will be deducted from sick leave.

When necessary, employees shall be allowed time off, to be deducted from sick leave, to accompany a spouse or dependent child to a medical appointment. The employee must state in writing the need for their presence at the medical appointment.

- G) Sick Leave Conversion to Insurance Premium: All employees covered by this Agreement, who actually retire from County service at the age of fifty-five (55) or over with at least twenty (20) years of continued service with the County, or who retire due to disability, and who apply for a retirement annuity from the Wisconsin Retirement Fund within thirty (30) days of their last day of work, shall have up to one hundred thirty (130) days (1040 hours) of their unused sick leave converted to its monetary value (the normal daily 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. The employee may elect to receive cash and 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 the applicable state and federal taxes.

In the event the employee chooses the cash option, the employee shall be allowed to remain in the group coverage by paying the monthly premium to the County by the date each month established by the County.

Should an employee die while still employed by the County, the above benefits and options shall apply to the employee's spouse.

In the event the retired employee chooses the insurance coverage in lieu of cash at the time of retirement, and precedes the employee's spouse in death, and there remains at that time a balance to the employee's credit, such balance shall be used to purchase such insurance for the surviving spouse so long as the spouse is alive and there remains a balance in the fund.

The County's obligation to convert sick leave credits to health insurance premiums shall cease when the monetary value of said account is depleted, or the employee becomes employed and/or eligible for other comparable hospital and surgical insurance from

another source except Medicare, or the applicable state or federally required continuation period ends, whichever occurs later.

ARTICLE 14 - BEREAVEMENT LEAVE

- A) 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) workdays before the funeral; or b) one (1) workday before the funeral and one (1) workday after the funeral. The immediate family shall mean spouse, parent (step, adoptive, and natural parent), child (step, adopted, and natural), brother, sister, mother-in-law, father-in-law, brother- or sister-in-law or any member of the employee's household.
- B) 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 immediate family. Communication Technicians in the Sheriff's Department shall be paid one workday for time lost from scheduled work to attend the funeral. This shall include grandparents, grandchild, daughter-in-law, son-in-law, uncle, aunt, nephew or niece.
- C) Fellow Employee: An employee may receive one-half (½) workday off with pay to attend the funeral of a fellow employee subject to the discretion of the department head.
- D) Days Off: In the event the employee has 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 15 – FAMILY ILLNESS

- A) Family: In the event of illness or injury in an employee's immediate family, absence up to and including six (6) days (48 hours) per calendar year will be allowed without loss of pay. Such time off shall be charged to accumulated sick leave.
- B) Physician's Statement: The illness or injury shall be substantiated and the attending physician shall request the employee's presence in writing to qualify for time off with pay. However, it is recognized that such a statement may not be necessary under all circumstances and, therefore, leave may be granted without certification.
- C) Definition: "Immediate family" is defined as only the employee's parent, spouse, child, or other members of the employee's household.
- D) Days Off: In the event that the employee has a day or days off during the requested absence by the attending physician, the County will not be obligated to pay any wages or salary for those days.

ARTICLE 16 - INSURANCE

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

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

Employees with single plan coverage, who are not eligible for the disability insurance program, shall receive twenty-five dollars (\$25.00) quarterly.

- B) Carrier: The County may from time to time change the insurance carrier and/or self-fund if it elects to do so, provided that any such change does not reduce the level of benefits then in effect and there is no restriction on the free choice of physician.

The health plan benefit includes the following PPO benefit: In network services shall be paid at one hundred percent (100%) of covered expenses after satisfaction of the deductible. Out of network services shall be paid at eighty percent (80%) of the next two thousand dollars (\$2,000.00) of covered expenses after satisfaction of the deductible and 100% covered expenses thereafter. The In-Network deductible shall be one hundred dollars (\$100) for a single plan and two hundred dollars (\$200) for a family plan. The Out-of-Network deductible shall be two hundred dollars (\$200) for a single plan and four hundred dollars (\$400) for a family plan. Emergency care will be paid as if In-Network. Services at In-Network facilities shall be paid at the In-Network level. The complete plan description is outlined in a Master Plan Document which is on file in the Human Resources Department and a copy of which all employees covered by the health plan receive.

- C) Eligibility: Medical insurance shall be provided to all employees when they are eligible to participate as determined by this contract and the insurance carrier.

- D) No Claim: No employee shall make any claim against the County for additional compensation in lieu of or in addition to the employee's insurance premiums paid because the employee does not qualify for the family plan, except as provided above.

- E) Life Insurance: Group life insurance in the amount equal to the next one thousand dollars (\$1,000) of the employee's annual wages will be made available to full-time employees. The County will pay the full cost of the premiums. All newly hired employees shall be eligible for the insurance coverage on the ninety-first (91st) day after beginning employment.

- F) Legal Claims: To the extent required by Wisconsin State Statutes, in the event an employee is proceeded against because of actions committed while carrying out duties as an employee of the County and a jury or court finds that the employee was acting within the scope of their employment, the judgment as to damages and costs in excess of any applicable insurance shall be paid by the County. Employees who fail to give their department head notice of an action against them as soon as reasonably possible shall forfeit their protection under this provision.
- G) Disability Insurance: Employees are eligible for coverage under the County's disability insurance plan, with the County paying one hundred percent (100%) of the premium; however, employees must fulfill the underwriting requirements of the policy.
- H) Coverage Continuation: The County will allow employees who have completed at least ten (10) years of continuous employment with the County and who are eligible to collect a WRS annuity to continue County health insurance benefits upon their retirement. This retiree continuation will not be stopped at either the end of a COBRA continuation period nor at the end of the employee's Sick Leave conversion. The spouse shall be eligible for continuation only if covered under the County plan on the day the employee retires. However, should the retired employee or their spouse want to continue participation in the plan following their Sick Leave conversion completion, it is understood the retired employee or their spouse will be responsible for the full payment of insurance premiums to the County. This continuation coverage will not have an age termination date, thus allowing employees who are retiring and their spouse to continue coverage for the duration of their lifetime, if they so choose. The County will offer health insurance coverage for the retiree and/or spouse and will maintain that coverage as long as an active employee plan is available through the County. The retiree health insurance and prescription drug coverage shall be identical to that of active employees. However, the retired employees can choose at their option to elect a different plan or different coverage if it is offered by Portage County.

Retired employees will have thirty (30) days from the time of their retirement to choose whether or not they will continue health insurance coverage through the County. The retired employees spouse shall, upon the employee's death, have sixty (60) days from the time of the death to choose whether or not to continue health insurance coverage through the County. In either case, employees and/or their spouses will be responsible for the payment of premiums during the time they are making a decision regarding health insurance continuation. If there are charges, this will be applicable even if the health insurance is declined.

ARTICLE 17 - LONGEVITY

- A) Annual Earnings: Employees who have completed five (5) years of service shall receive a longevity payment based on the following schedule:

Five (5) years	\$150
Ten (10) years	\$300
Fifteen (15) years	\$450
Twenty (20) years	\$600
Twenty-five (25) years	\$750

Said payments shall be made on or about December 20 of each year.

- B) 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 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 June 30 shall receive 6/12 earned longevity for the current year.)

ARTICLE 18 - RETIREMENT

The Employer agrees to pay the employee's share of the retirement contribution up to six point five percent (6.5%) of the employee's gross earnings to the State retirement fund in addition to the Employer's share of the contribution.

ARTICLE 19 - HOURS OF WORK AND OVERTIME

- A) Work Week: A work week is defined as seven (7) consecutive days starting at 12:01 a.m. on Sunday of each week and ending at 12:00 midnight on the following Saturday.
1. Health Care Center: Employees of the Health Care Center shall work forty (40) hours per week. The workday shall be eight and one-half (8 ½) hours with a thirty (30) minute lunch break without pay, and two (2) fifteen (15) minute breaks with pay. The time of the break shall be subject to the discretion of the department head.
 - a) Work Schedules: Scheduling requests, including holiday requests, shall be turned in no later than the last day of the month before the month the schedule is posted (i.e., if the March schedule is posted in February, a request for a day off in March must be submitted by the end of the day on January 31). Scheduling requests will be granted by seniority.
 - b) Christmas and Christmas Eve Schedules: Beginning in 1988, employees shall select which of the two Christmas Time holidays they wish to have off; selections shall be granted by seniority. It is understood that if staffing conditions permit, an employee may be able to exercise the employee's seniority to have both holidays off. Assignments of these two

holidays shall alternate after 1988. Thus, an employee who was required to work one of the two holidays, will not be required to work that same holiday the next year. The alternating assignment of these two holidays shall take precedence over the normal scheduled days an employee may have.

- c) Trading Hours: If an employee wishes to trade scheduled hours of work with another employee, the employee may do so, provided the trade is approved by the Employer at least forty-eight (48) hours prior to the earliest traded shift. An employee who accepts a trade assumes responsibility for the shift.
- d) Nurse's Aides: In addition to the above, the nurse's aides at the Portage County Health Care Center who work the day shift will start each day at 6:30 a.m. and end at 3:00 p.m.
- e) Weekend Hours: The employer shall make every reasonable effort to schedule regular full-time and part-time employees every other weekend off. Employees who miss scheduled weekend hours of work can 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.

2. Courthouse: Employees of the Courthouse shall work forty (40) hours per week, eight (8) consecutive hours per day, Monday through Friday except as hereinafter provided. The employees shall also receive an unpaid lunch break and two (2) fifteen (15) minute paid breaks approximately midway through each portion of the shift on each side of the lunch break. The time of the break shall be subject to the discretion of the department head.

- a) Work Schedules: Work hours for employees in the Courthouse and its annexes will be 7:30 a.m. to 4:30 p.m. year round. This schedule also allows flexibility in scheduling lunch starting and ending times; however this flexibility shall not interfere with the County's need to keep offices open during the noon hour period. Should there be problems with scheduling, it is agreed that the Human Resources Director will assist individual offices in working out those problems.

The parties recognize that in order to allow for such flexible scheduling supervisory personnel may, in some offices, have to staff the offices; the parties further recognize that the burden of staffing on a flexible schedule will require the cooperation of supervisory personnel; i.e., supervisors may have to staff the office at 7:30 a.m. and/or until 4:30 p.m. in order for such

year-round hours to be feasible.

3. Facilities Management Department Employees: Facilities Management Department employees shall work forty (40) hours per week, Monday through Friday. The workday shall be eight and one-half (8 ½) hours with a thirty (30) minute lunch period, without pay, and two (2) fifteen (15) minute breaks with pay approximately midway through each portion of the shift on each side of the lunch break. The time of the breaks shall be subject to the discretion of the department head.

Employees on permanent day shifts shall be notified that they will be given night assignment as soon as the supervisor becomes aware of the need for such assignment. Employees classified as Custodian shall not be transferred from building to building, unless and until all directly affected Custodian employees have met simultaneously with, and conferred with, the supervisor regarding the potential transfer.

4. Aging and Disability Resource Center: Employees of the Aging and Disability Resource Center shall work forty (40) hours per week, eight (8) consecutive hours per day, Monday through Friday, except as mutually agreed to and except as hereinafter provided. Employees shall also receive an unpaid lunch break and two (2) fifteen (15) minute paid breaks approximately midway through each portion of the shift on each side of the lunch break. The time of the breaks shall be subject to the discretion of the section supervisor.

Health and Human Services Department: Employees of the Health & Human Services Department shall work forty (40) hours per week, Monday through Friday, except as mutually agreed to and except as herein provided. Employees shall also receive an unpaid lunch break and two (2) fifteen (15) minute paid breaks approximately midway through each portion of the shift on each side of the lunch break. The time of breaks shall be subject to the discretion of the section supervisor.

- a) Work Schedules: Work schedules shall be established based on the need for coverage during the work week. Section supervisor will attempt to establish a mutually agreeable work schedule with employees in each individual unit. However, if a mutually agreeable work schedule cannot be arranged, section supervisors shall have the authority to assign coverage between the hours of 7:00 a.m. and 9:00 p.m. Work schedule assignments shall be made with the most senior employee within the affected section having the first option to deviate from the official County schedule. Employees shall receive either one-half (½) hour or one (1) hour unpaid lunch break as part of the mutually agreed upon or assigned schedule. Aging and Disability Resource Center bus drivers may work straight through their shift without an unpaid lunch break at the direction of Management.

- b) Four-Day Work Week: Employees may request a four-day work week totaling forty (40) hours. Section supervisors have the authority to approve these requests based upon efficiency of service delivery. Employees may revert to a five-day work week at their request on a quarterly basis. Employees working a four-day work week shall receive time and one-half (1 ½) pay or time and one-half (1 ½) compensatory time off for all hours worked in excess of the ten (10) hours per day or forty (40) hours in a work week as authorized by the section supervisor. In weeks when a holiday is observed on a weekday (Monday through Friday) employees on a four-day, ten-hour work week shall revert to a five-day, eight hour work week with the holiday off with eight (8) hours of holiday pay at the normal hourly rate paid as holiday pay for the holiday. Vacation days shall be converted to hours with five (5) days equaling forty (40) hours as they shall accrue eight (8) hours of sick leave per month with one (1) day of sick leave equaling ten (10) hours.
 - c) Night Work: No employee shall be scheduled to work hours after 6:00 p.m. more than one (1) day per week. Whenever possible, hours after 6:00 p.m. will be assigned on a rotating basis.
5. Library Hours: Employees of the Library shall work Sunday through Saturday, except as hereinafter provided. Full-time employees shall work forty (40) hours per week. Employees working eight (8) or more consecutive hours per day shall also receive an unpaid lunch break and two (2) fifteen (15) minute paid breaks. One (1) paid break shall be scheduled approximately midway through each portion of the shift on each side of the employee's lunch break. Employees working four (4) hours per day but less than eight (8) hours per day, shall receive one (1) fifteen (15) minute paid break. In addition, part-time employees working six (6) hours per day but less than eight (8) hours per day may take an unpaid one-half (½) hour lunch break at the employee's option (if taken, the part-time employee's work schedule would be extended by one-half (½) hour). The time of the breaks shall be subject to the discretion of the department head based on the needs of the library.
- a) Work Schedules: Work schedules shall be established based on need for coverage during the work week. The work schedules of full-time employees shall include a regular starting and ending time. Department heads will attempt to establish a mutually agreeable work schedule with employees in each individual unit. However, if a mutually agreeable work schedule cannot be arranged, department heads shall have the authority to assign coverage as follows:
 - (i) Winter Hours: Between Labor Day and Memorial Day work schedules shall be Monday through Friday between the hours of 7:30 a.m. and 9:00 p.m., Saturday between 7:30 a.m. and 5:00

p.m., and Sunday, if instituted, a four (4) hour shift between 12:30 p.m. and 5:00 p.m. Employees may occasionally be required to report to work shortly before the start of a shift or to remain at work for a short time after the end of a shift.

- (ii) Summer Hours: Between Memorial Day and Labor Day work schedules shall be Monday and Thursday between the hours of 7:30 a.m. and 8:00 p.m., Tuesday, Wednesday and Friday between 7:30 a.m. and 5:00 p.m., and Saturday between 7:30 a.m. and 12:00 Noon at the Charles M. White Library building. Summer hours may be changed to coordinate with the summer break period in Portage County school districts by mutual agreement between the Union and County.
- (iii) Flexible Scheduling: By mutual agreement of the employer, employee and the Union, employees may vary their work schedules. For example, an employee may work a four (4) day, ten (10) hour schedule (with benefit accrual and usage pursuant to Article 19(A)(4)(b) above). Work schedule assignments shall be made with the most senior employee within the affected department having the first option to deviate from the official Library schedule.
- (iv) Library Maintenance & Custodial: It is understood that Library maintenance and custodial employees hours of work vary from those outlined in points “i.” and “ii.” above.

The work schedules of library maintenance and custodial employees hired or transferred to the library prior to January 1, 2000 shall continue to be Monday through Friday, 7:00 a.m. to 3:30 p.m. (first shift) or 3:30 p.m. to 12:00 a.m. (second shift) or as they are mutually agreed between the employees and employer. Work schedules of library maintenance and custodial employees hired or transferred to the library after January 1, 2000 may include assignment on Saturday or Sunday. Article 19 (A)(5)(b)(i.) shall not apply.

Library maintenance and custodial employees shift differential shall be governed by Article 20(A). If assigned on Sundays, Sunday shift differential Article 19(A)(5)(b)(iv) will apply.

b) Sunday Schedules:

- (i) Sunday Rotation: Sunday hours shall be rotated among employees of the library as equitably as possible. Employees covered by this agreement will not be scheduled for hours in a

manner that results in an employee working more than seven (7) Sundays during the winter hours (i.e. September through May), excluding Holiday rotation. However, employee absences due to temporary vacancies, vacations, sick leave, and other leaves may not always make this possible.

- (ii) Holiday Schedules: Employees shall not be scheduled on Easter Sunday, Mother's Day, or on a holiday identified in or rescheduled pursuant to Article 11(A) of this Agreement. If any of the holidays listed in Article 11(A) (excluding floating holidays) fall on a Saturday or a Monday, no one covered by this agreement will be scheduled to work the Sunday following the Saturday holiday or the Sunday prior to the Monday holiday.
- (iii) Shift Differential: Employees who work on Sunday shall receive an additional seventy-five cents (75¢) per hour or one (1) hour of compensatory time off. The compensatory time off option exists only for employees who work a complete four (4) hour shift. An employee who elects to receive compensatory time off shall notify the employer on the employee's pay form. It is understood that compensatory time off accumulated under this paragraph shall be scheduled by mutual agreement between the employee and employer at a time that shall not require the employee's replacement.
- (iv) Full-time employees: A full-time employee who receives overtime pay for hours worked on Sunday shall not be eligible for shift differential pay nor compensatory time.

6. Communication Technician

- a) Communication Technicians: The Sheriff's Department Communication Technicians shall work a schedule running from 12:01 a.m. on Sunday, until midnight on Saturday. Employees shall work alternating two-week cycles.

Week One: Three (3) days off followed by four (4) ten (10) or eleven (11) hour shifts;

Week Two: Three (3) ten (10) or eleven (11) hour shifts followed by four (4) days off.

This schedule shall not require employees to work in excess of forty (40) hours per week. In instances when employees do work in excess of forty (40) hours per week, premium rates shall apply.

- b) Miscellaneous: Meals will be furnished. All holidays and vacation time will be included in the schedule. Employees will also be granted compensatory time off or pay at the rate of time and one-half for all hours worked in excess of their regularly scheduled workday. Compensatory time shall be mutually agreed to.

- c) Excess Hours: Excess vacation days “owed” to the Communication Technicians shall be posted on the bulletin board on or before November 15 of the year preceding the vacation benefit year.
 - (i) Hours in excess of 2088 owed to employee: On or before December 10th of each year Communication Technicians who are owed hours shall select additional vacation days. This selection shall be done in the order of greater seniority first. These employees will choose requested time off in the next year to zero out excess hours. Any hours left over will be added to the employee’s compensatory time bank at the 1½ rate on the first payday of the subsequent year. Duplicate time off requests will be decided by seniority. Days off will be deleted from the schedule.

 - (ii) Hours under 2088 owed to the County: On or before December 25th of each year Communication Technicians who owe time shall be allowed to choose having the time owed deducted from their compensatory time bank on the first payday of the subsequent year or they shall, by greater seniority first, choose vacant shifts created from time owed and compensatory requests. A combination of these two methods shall be allowed. Hours paid back are worked at straight time.

- d) Shift Differential: Communication Technicians shall receive an additional thirty cents (30¢) per hour when working the 7:00 p.m. to 7:00 a.m. shift. In the event the Employer needs to call in employees to fill a Communication Technician's shift, the Employer will first call Communication Technicians, before offering such shifts to non-bargaining unit employees.

- e) Breaks: Employees will receive two (2) fifteen (15) minute breaks, provided that employees remain available in the event of an emergency situation. It is understood that employees may leave their work station.

- f) Special Duty Pay: Communication Technicians in each classification will receive a total payment of one hundred fifty dollars (\$150.00) per year in February of the following year if the employee is involved in a minimum of forty (40) hours per year of one or more authorized department’s special activities:

Field Training Officers, Validation Officers, and Hostage
Negotiators for the Special Response Team

Requests for special activity pay must be made to the Sheriff prior to December 31 of each year. Payment will be made on the first payday of February of the following year.

- g) Court time: When an employee is working the p.m. or night shift and is scheduled for court or a deposition, the employee may request to be released from duty eight (8) hours prior to starting time. However, those hours of release shall be applied towards that function minus hour(s) for travel time.
- h) Court Cancellation: When an employee is ordered to appear in court and is not notified that it has been cancelled, and reports at the specified time, the employee shall be compensated at the rate of time-and-one-half (1 ½) the employee's normal rate for two (2) hours. An employee shall receive a minimum of thirty-six (36) hours notice for court appearances. If the court appearance is cancelled, call-in time will still apply if within thirty-six (36) hours prior to scheduled trial.

7. Lead Cook

Full-time: 5:00 a.m. to 1:00 p.m., Monday through Friday

Cook Assistant

1 part-time: 9:30 a.m. to 5:30 p.m., Monday through Thursday

Part-time Cooks, rotating equally through the following shifts each week:

Tuesday - Thursday, 3:30 p.m. - 7:30 p.m., Friday 9:30 a.m. - 5:30 p.m.

Saturday - Sunday, 9:30 a.m. - 5:30 p.m.

Friday - Monday, 3:30 p.m. - 7:30 p.m.

Saturday - Sunday, 5:00 a.m. - 1:00 p.m.

All part-time cooks will be scheduled for additional hours as needed by the lead cook on seniority rotating basis, up to 8 hours per day and 40 hours per week. Call-in pay will apply to all hours outside of the employee's normal rotating schedule.

8. Portage House: The County agrees to maintain the existing work schedule at Portage House.

9. Landfill: Employees at the landfill site shall have a weekly schedule of forty (40) hours with a daily range of hours normally starting at or after 6:00 a.m. and

ending at or before 5:00 p.m. Monday through Saturday as determined by the needs of the department. There shall be a one-half (1/2) hour paid lunch break and two (2) fifteen (15) minute paid rest breaks. Lunch and rest breaks may be postponed due to a call to work. However, these employees shall remain available to serve landfill customers during breaks and breaks shall then be extended by the delay caused.

10. Highway Department: Employees in the Highway Department shall have a weekly schedule of forty (40) hours starting at 7:00 a.m. and ending at 3:00 p.m. Monday through Friday. Employees shall receive two (2) fifteen (15) minute breaks with pay, one (1) break midway between 7:00 a.m. and 11:00 a.m. and one break midway between 11:00 a.m. and 3:00 p.m.

- B) Overtime and Compensatory Time: Except as otherwise provided herein, employees shall receive time and one-half (1½) pay or time and one-half (1½) compensatory time off for all hours worked in excess of eight (8) hours a day or forty (40) hours in a work week as authorized by the department head. Pay or compensatory time shall be by agreement between the employee and department head and be paid out at the current rate. However, accumulated compensatory time in excess of forty (40) hours shall be received in pay.

- C) Call-in/Inducement Pay:
 1. Call-in Pay:
 - a) Call in Pay: An employee, with the exception of Sheriff's Department Communication Technicians and Health Care Center Employees, called in to work outside of the employee's scheduled hours with less than twenty-four (24) hours notice, or on a day the employee is not scheduled to work, shall be eligible for two (2) hours pay at the employee's straight time wage rate in addition to pay for actual time worked.

The two (2) hour provision shall apply to all employees, with the exception of Nutrition Assistants at the Health Care Center and Cooks Assistants at the Sheriff's Department who are instead eligible for five dollars (\$5.00) as call-in pay. Call-in pay does not apply in cases where an employee works beyond the employee's current shift to complete a specific assignment or to attend a staff meeting. Also, call-in pay does not apply if an employee holds over beyond the employee's work shift or reports before the employee's work shift, or volunteers for a vacant shift.
 - b) Call-in Pay for Sheriff's Department Communication Technicians. Communication Technicians, called in to work for two (2) or more hours outside of the employee's scheduled hours with less than twenty-four (24) hours notice, or on a day the employee is not scheduled to work, shall be eligible for two (2) hours pay at the employee's straight time wage rate, in

addition to pay for actual time worked. Call-in pay does not apply in cases where an employee works beyond the employee's current work shift.

2. Inducement Pay:

A Sheriff's Department Communication Technician who agrees to work a vacant shift, agrees to report one (1) or more hour(s) before the employee's scheduled hours, or agrees to be held over one (1) or more hour(s) beyond the employee's scheduled hours shall be eligible for one (1) hour pay at the employee's straight time wage rate in addition to pay for actual time worked.

3. Call-In Pay/Inducement – Health Care Center:

A Health Care Center employee called in to work a shift between the hours of 3:00 p.m. Friday to 11:00 p.m. Sunday, shall be eligible for two (2) hours call-in pay in addition to pay for hours worked.

A Health Care Center employee who agrees to work a minimum of a seven (7) hour shift before or after their scheduled shift, between the hours of 3:00 p.m. Friday to 11:00 p.m. Sunday, shall be eligible for two (2) hours call-in pay in addition to pay for hours worked.

A Health Care Center employee who agrees to work at least four (4) hours but less than seven (7) hours before or after their scheduled shift, between the hours of 3:00 p.m. Friday to 11:00 p.m. Sunday, shall be eligible for one (1) hour call-in pay in addition to pay for hours worked.

A Health Care Center employee called in to work a shift between the hours of 11:00 p.m. Sunday to 3:00 p.m. Friday shall be eligible for one (1) hour call-in pay in addition to pay for hours worked.

A Health Care Center employee who agrees to work a minimum of a four (4) hour shift before or after their scheduled shift between the hours of 11:00 p.m. Sunday to 3:00 p.m. Friday, shall be eligible for one (1) hour call-in pay in addition to pay for hours worked.

Exception: The hourly provisions noted above apply to all Health Care Center employees with the exception of Nutrition Assistants who are instead eligible for five dollars (\$5.00) as call-in pay.

D) Step-Up Pay: When employees are assigned to perform work in a higher paying position, they will be compensated at the higher rate. This provision will take effect when an employee does work of a higher paying position for a minimum of four (4) hours.

E) Make-Up Time: Employees who, with prior approval of their immediate supervisor, take classes not required by the County during working hours, may make up lost work time on different days than the class, provided that such make-up hours are approved by the

supervisor, and further provided, the make-up hours are in the same pay period. Such make-up hours will be exempt from the overtime provisions of this Agreement. This provision may be extended to other non-work activities.

- F) Breaks: Part time employees, except bus drivers, who work four (4) or more hours shall be allowed one (1) fifteen (15) minute paid break.

ARTICLE 20 - SHIFT DIFFERENTIAL/MILEAGE

- A) Shift Differentials:

1. All maintenance personnel and all Health Care Center personnel who are assigned to the second shift shall be paid an additional thirty cents (30¢) per hour shift differential and those working the third shift shall be paid a shift differential of thirty cents (30¢) per hour.
2. All Health Care Center personnel working beginning from the second shift on Friday, through the second shift on Sunday shall be paid a weekend differential of twenty-five cents (25¢) per hour in addition to the differential described in paragraph 1 above.

The starting time of employees who are assigned to the second and third shifts may vary. However, said employees shall receive the differential pay.

- B) 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 21 - LIMITED TERM EMPLOYEES

- A) Definition: A limited term employee (LTE) is defined as an employee who is hired on a temporary basis for a specified period of time or for a special project, but for less than a period of 1,040 hours. If the employee works longer than 1,040 hours without being separated from service for at least 1,040 hours before being rehired, the employee shall be credited with all time worked towards the employee's probationary period and shall receive the rate of pay as outlined in Appendix A of this Agreement. The employee shall also receive the same fringe benefits granted other probationary employees. When an employee is hired for special project and said project cannot be completed in the 1,040 hour period as outlined above, a six-month extension may be granted.
- B) LTE (more than 1040 hours) to Permanent: When an employee is hired into a regular full-time or regular part-time position with no lapse in service after working as an LTE for more than 1040 hours:

1. The employee's "date of hire" will be the date hired as an LTE.
 2. The employee's seniority date will be the date the employee became a regular full-time or regular part-time employee.
 3. The "benefit date" will be the date the employee was hired as an LTE. Therefore, the employee will receive vacation benefits on the "benefit date" for the amount of time served as a regular full-time and regular part-time employee.
 4. LTE hours worked will be credited toward the employee's probationary period as defined in Article 2. Therefore,
 - a) Fair share dues shall be deducted from the employee's wages effective the month when the employee completes probation.
 - b) The employee will receive floating holiday hours the day they become a regular full-time or regular part-time employee.
 - c) The employee will receive sick leave benefits the month they pass probation if the employee passes probation on or before the 15th of the month; if the employee passes probation on or after the 16th of the month, they will receive sick leave benefits beginning the following month.
 5. LTE's hired to a regular full-time or regular part-time position will serve a trial period of thirty (30) working days in the classification. An employee who does not perform satisfactorily during the trial period may be released without recourse to the grievance procedure.
 6. An LTE who worked more than 1040 hours, without being separated from service for at least 1040 hours before being rehired, shall receive the rate of pay, appropriate to the date of hire, as outlined in Paragraph "B" of Rules for Administration of Pay Plan listed in Appendix "A", for a regular position. It is agreed that no fringe benefits shall be earned while the employee is an LTE and that fringe benefits shall not be retroactive for any time as an LTE.
- C) LTE Hours for Permanent Employees: Permanent employees who are assigned limited term hours will be paid for those hours at the same percentage rate of pay at which they are paid for their regular hours (i.e., an employee paid at 90% for regular hours would receive 90% of the scheduled base rate for LTE hours, an employee paid at 95% for regular hours would receive 95% of the base rate for LTE hours, and employees paid at 100% for their regular hours would receive 100% of the base rate for LTE hours).

ARTICLE 22 - PART-TIME EMPLOYEES

All benefits addressed in this contract shall be prorated for regular part-time employees based upon the number of hours worked. Exception: Nutrition Assistants are entitled only to holiday pay only when they work the holiday. Nutrition Assistants are entitled to call-in pay when called in. It is understood between the parties that the underwriter's regulations for life insurance (35 hours per week), health insurance (16 hours per week), disability insurance (30 hours per week), and the Wisconsin Retirement Fund rules and regulations (600 hours per year) shall control those provisions.

ARTICLE 23 - RECLASSIFICATION PROCEDURE

- A) Reclassification Request: A request for reclassification may be initiated by: (1) the employee, with department head concurrence; (2) the department head; or (3) the Union. All requests will be forwarded to the Human Resources Committee by the appropriate Governing Committee or Governing Board with the governing body's recommendation. A request for reclassification should include the following supporting documentation: A current job description, a rationale for reclassification outlining additional duties and/or changes to the position, organization chart for the appropriate work unit, suggested classification or pay grade, reason for the reclassification request (see Section C), and an indication of other positions with a similar level of qualifications and/or performing similar duties and responsibilities.
- B) Process: In general, reclassification requests shall be processed in the following manner:
1. The appropriate governing committee shall recommend a proposed new classification or pay grade;
 2. An audit will be conducted by the Human Resources Department to determine what adjustment, if any, should be made in the classification;
 3. The recommendation contained in the above-referenced audit shall be acted on by the Human Resources Committee.

Requests for reclassification will be accepted each year no later than May 1. Audits will be conducted by the Human Resources Department by August 1 and recommendations forwarded to the Human Resources Committee for action in August.

By the end of May, the Employer shall provide the Union with a list of all bargaining unit employees and positions for whom a reclassification request has been made. The Employer shall furnish the Union with a copy of the results of the Human Resources Department's audit. The Human Resources Committee shall make a decision to approve or to reject the reclassification by the end of September. The decision shall be communicated promptly to the Union. A report on the fiscal impact of upgrade and/or reclassification will be forwarded to the Finance Committee for review. If a

reclassification is granted, the appropriate wage upgrade shall be effective July 1 of the year initiated. The decision of the Human Resources Committee shall be subject to the grievance procedure.

- C) Reasons for Reclassifications: There are three primary reasons for considering the reclassification of a position or upgrade of a classification; (1) If it is felt that the position was improperly classified or graded when it was first placed on the salary schedule (reclassification submitted for this reason must be submitted at the first reclassification cycle following the incumbent's completion of twelve (12) months in the position or they will not be considered); (2) If the duties and responsibilities of a position undergo a major alteration, it may be necessary to amend the class plan to reflect such changes; and (3) more commonly, there is a gradual growth of a position as additional duties and responsibilities are assigned.

If the qualifications and/or duties and responsibilities of a position gradually increase to the extent that they substantially exceed the normal requirements for the class, a reclassification may be in order. It must be understood that the classification is based on the kinds and levels of duties assigned to the position, not the employee's level of performance. Reclassifications are not to be used as a performance award.

ARTICLE 24 - MISCELLANEOUS

- A) Job Sharing: When an employee requests that the County allow the employee to "job share", the following procedure shall be implemented:
1. The individual(s) involved shall bring said request to Local 348 for its approval or denial;
 2. If approval is given by Local 348 for such a job sharing arrangement, Local 348 will present same to the employee's Department Head;
 3. The County Human Resources Committee will act on such request, upon the recommendation of the Department Head, at its next scheduled meeting;
 4. If the County subsequently approves the request, such job sharing arrangement shall commence;
 5. Upon termination of employment (for whatever reason) by one of the participants involved in such a job sharing arrangement, the County shall post such position pursuant to Article 7 of the collective bargaining agreement.
- B) Health Care Center
1. Appendix B is hereby incorporated by reference.

2. The Employer agrees that it will not sell, or otherwise transfer operation of the Health Care Center to another employer for the term of this Agreement.
- C) Uniforms: The County shall provide uniforms for Communication Technicians. Uniforms will be made available to interested Facilities Management Department Employees. Employees of the Health Care Center who are required to wear a uniform shall be eligible for up to seventy-five dollars (\$75.00) [Nutritional Assistants are eligible for fifty dollars (\$50.00)] reimbursement annually. New part-time employees shall be eligible for up to fifty dollars (\$50.00) [Nutritional Assistants are eligible for twenty-five dollars (\$25.00)] 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.
- D) Contract Printing: The Employer and Union shall alternate printing of contracts for all members of the bargaining unit and all managers in each department plus ten percent (10%) more for back-up copies for Union officers to distribute to new bargaining unit members.

ARTICLE 25 - WAGES AND CLASSIFICATIONS

Employees shall be paid the wages set forth in Appendix A to this Agreement.

ARTICLE 26 - UNEMPLOYMENT COMPENSATION

The Employer agrees to provide unemployment compensation insurance coverage for all employees. Such coverage shall be in compliance with Chapter 108 of the Wisconsin Statutes.

ARTICLE 27 - INTRA-COUNTY TRANSFERS

In the event a full-time County employee transfers into this bargaining unit, they shall serve a ninety (90) day probationary period, and during said probationary period, they may be released without recourse to the grievance procedure. However, prior service with Portage County will be recognized in determining eligibility for fringe benefits contained in this Agreement.

ARTICLE 28 - SAVINGS CLAUSE

If any article or section of this Agreement or any addendum hereto, is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if 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 29– FAMILY AND MEDICAL LEAVE ACTS

The parties agree that they will abide by the provisions of the Wisconsin and Federal Family & Medical Leave Acts as they now exist and may be amended. However, this clause shall not be interpreted so as to reduce benefits provided under this agreement.

ARTICLE 30 - DURATION

- A) Term: This Agreement shall become effective January 1, 2009, and shall remain in full force and effect through December 31, 2010, and shall renew itself for additional one-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.
- B) Bargaining Procedure: Except as otherwise mutually agreed upon, the parties shall meet to exchange initial proposals within thirty (30) calendar days of the party’s receipt of the written notice to reopen the contract.

ARTICLE 31 - 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 status, membership in the National Guard, State Defense Force, or any reserve component of the military forces of the United States or this State, union status, marital status, age or sexual orientation, arrest or conviction record as defined by 111.32 Wis. Stats., use of lawful products or political affiliation as provided by applicable Federal and State statutes.

ARTICLE 32 - ENTIRE MEMORANDUM OF AGREEMENT

This Agreement constitutes the entire agreement between the parties and no verbal statement shall supersede any of its provisions. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto. The County recognizes that the Union may request negotiations during the term of this Agreement on any changes in working conditions not covered by this Agreement.

RULES FOR ADMINISTRATION OF THE PAY PLAN

- A) After One Year: Each employee covered by this Agreement shall receive the salary listed for their respective classification after the completion of one (1) year of service with the Employer.

- B) New Employees: All newly hired employees shall receive ninety (90) percent of the rate of pay in their respective classification during the first six (6) months of employment; ninety-five (95) percent of the rate during the second six (6) months of employment, and one hundred (100) percent of the rate thereafter. Part-time employees and non-bargaining unit County employees who have worked for one year or more in the County and who are hired as full-time employees in this bargaining unit with no break in continuous service shall receive the full rate immediately and shall not be subject to this provision.

Health Care Center: (The County, in its sole discretion, may recognize prior experience when determining the initial salary for new employees.)

- Start rate: 90% of base rate
- After 3 months: 92.5% of base rate
- After 6 months: 95% of base rate
- After 9 months: 97.5% of base rate
- After one (1) year: 100% of base rate

- C) Wage Increases: Employees advancing to a higher classification shall be placed in the salary range of the classification based on their respective length of service.

- D) Promotions: The classification of Spanish or Hmong-speaking Financial Services Case Manager is paid an additional twenty-five (25) cents per hour.

Employees who are assigned lead housekeeper duties shall receive seventy-five (75) cents per each hour worked as lead housekeeper (see also Memorandum of Understanding – Wage Rate Adjustments, #3).

- E) Light Duty at the Health Care Center: "Facilitator" classification shall be included in the unit as light duty classification. The rate of pay for employees in this classification shall be in compliance with regulations set forth by Worker's Compensation.

- F) Medication Technicians: Medication Technicians shall be paid the wages set forth in Appendix A to this Agreement for all hours worked as Medication Technician, as well as all paid/not worked hours (i.e., sick, vacation, holiday). NOTE: Should the Health Care Center discontinue the Medication Technician position, the incumbent employees shall retain seniority rights in their respective positions held prior to the inception of the Medication Technician program.

APPENDIX A – WAGE SCHEDULE

<u>DEPARTMENT</u>	<u>CLASSIFICATION</u>	<u>2%</u> <u>1/1/09</u>	<u>1%</u> <u>6/28/09</u>	<u>2%</u> <u>1/1/10</u>	<u>1%</u> <u>6/27/10</u>
Aging and Disability Resource Center	Accounting Specialist	16.65	16.82	17.16	17.33
Aging and Disability Resource Center	Leadworker-Nutrition & Transportation	16.34	16.50	16.83	17.00
Aging and Disability Resource Center	Account Clerk	15.21	15.36	15.67	15.83
Aging and Disability Resource Center	RSVP Assistant	15.07	15.22	15.52	15.68
Aging and Disability Resource Center	Typist II/Receptionist	14.35	14.49	14.78	14.93
Aging and Disability Resource Center	Bus Driver	14.06	14.20	14.48	14.62
Aging and Disability Resource Center	Dining Site Manager	13.86	14.00	14.28	14.42
Aging and Disability Resource Center	Adult Day Center Aide	13.49	13.62	13.89	14.03
Child Support	Lead Child Support Specialist	21.57	21.79	22.23	22.45
Child Support	Child Support Specialist	20.97	21.18	21.60	21.82
Child Support	Child Support Specialist Assistant	16.97	17.14	17.48	17.65
Child Support	Child Support Clerk	16.97	17.14	17.48	17.65
Child Support	Administrative Secretary I	15.07	15.22	15.52	15.68
Child Support	Typist II	14.35	14.49	14.78	14.93
Child Support/Corp Counsel	Typist II	14.35	14.49	14.78	14.93
Circuit Court	Register in Probate	18.98	19.17	19.55	19.75
Circuit Court	Senior Deputy Register in Probate	16.33	16.49	16.82	16.99
Circuit Court	Legal Secretary	15.48	15.63	15.94	16.10
Circuit Court	Deputy Register in Probate	15.48	15.63	15.94	16.10
Clerk of Courts	Senior Deputy Clerk	17.19	17.36	17.71	17.89
Clerk of Courts	Deputy Clerk II	16.30	16.46	16.79	16.96
Clerk of Courts	Jury Clerk/Payment Officer	15.56	15.72	16.03	16.19
Clerk of Courts	Deputy Clerk I	15.07	15.22	15.52	15.68
Clerk of Courts	Typist I (File Clerk)	13.73	13.87	14.15	14.29
County Clerk	Administrative Secretary I	15.07	15.22	15.52	15.68
District Attorney	Legal Secretary II	16.30	16.46	16.79	16.96
District Attorney	Typist II	14.35	14.49	14.78	14.93
Emergency Management	Information System Technician	15.21	15.36	15.67	15.83
Facilities Management	Maintenance Technician Specialist	20.21	20.41	20.82	21.03
Facilities Management	Maintenance Lead Worker	18.06	18.24	18.60	18.79
Facilities Management	Maintenance Worker	17.45	17.62	17.97	18.15
Facilities Management	Maintenance Worker I	16.31	16.47	16.80	16.97
Facilities Management	Facilities Management Assistant	15.21	15.36	15.67	15.83
Facilities Management	Custodian	13.86	14.00	14.28	14.42
Finance	Payroll/Account Clerk	19.28	19.47	19.86	20.06
Finance	Highway Assistant Business Manager	19.28	19.47	19.86	20.06
Finance	Clerk of Courts Fiscal Clerk	See	End	Of	Appendix

<u>DEPARTMENT</u>	<u>CLASSIFICATION</u>	<u>2%</u> <u>1/1/09</u>	<u>1%</u> <u>6/28/09</u>	<u>2%</u> <u>1/1/10</u>	<u>1%</u> <u>6/27/10</u>
Finance	HCC Accounting Specialist	16.65	16.82	17.16	17.33
Finance	HHS Accounts Receivable Specialist	16.30	16.46	16.79	16.96
Finance	HHS Bookkeeper	15.56	15.72	16.03	16.19
Finance	HCC Bookkeeper	15.56	15.72	16.03	16.19
Finance	Sheriff's Dept. Bookkeeper	15.56	15.72	16.03	16.19
Finance	HHS Account Clerk	15.21	15.36	15.67	15.83
Finance	HCC Administrative Secretary I	15.07	15.22	15.52	15.68
Health and Human Services	Fraud Investigator	18.18	18.36	18.73	18.92
Health and Human Services	Workforce Development Worker	17.55	17.73	18.08	18.26
Health and Human Services	Emergency Services Worker	17.55	17.73	18.08	18.26
Health and Human Services	Elderly Services Case Worker	17.19	17.36	17.71	17.89
Health and Human Services	Elderly Services/GA Case Worker	17.19	17.36	17.71	17.89
Health and Human Services	Economic Support Case Worker	17.19	17.36	17.71	17.89
Health and Human Services	Access Worker	16.78	16.95	17.29	17.46
Health and Human Services	Home and Financial Manager	16.78	16.95	17.29	17.46
Health and Human Services	Community Health Assistant II	16.78	16.95	17.29	17.46
Health and Human Services	Optical Imaging Specialist	15.68	15.84	16.16	16.32
Health and Human Services	Claims Specialist	15.56	15.72	16.03	16.19
Health and Human Services	Word Processing Specialist	15.21	15.36	15.67	15.83
Health and Human Services	Child Welfare Assistant	15.01	15.16	15.46	15.61
Health and Human Services	Optical Imager/PMAP	14.81	14.96	15.26	15.41
Health and Human Services	Switchboard Op/Patient Med Asst Coordinator	14.81	14.96	15.26	15.41
Health and Human Services	Community Health Assistant I	14.55	14.70	14.99	15.14
Health and Human Services	Public Health Technician	14.55	14.70	14.99	15.14
Health and Human Services	WIC Aide	14.35	14.49	14.78	14.93
Health and Human Services	Receptionist	14.35	14.49	14.78	14.93
Health and Human Services	WI Well Woman Program Clerk	14.35	14.49	14.78	14.93
Health and Human Services	WIC Interpreter	14.35	14.49	14.78	14.93
Health Care Center	Maintenance Technician Specialist	20.21	20.41	20.82	21.02
Health Care Center	Cook II	15.56	15.72	16.03	16.19
Health Care Center	Medical Records Secretary II	15.56	15.72	16.03	16.19
Health Care Center	Medical Records Secretary I	15.07	15.22	15.52	15.68
Health Care Center	Medication Technician	14.96	15.11	15.41	15.56
Health Care Center	Cook I	14.35	14.49	14.78	14.93
Health Care Center	Activity Assistant	13.86	14.00	14.28	14.42
Health Care Center	Certified Nursing Assistant	13.76	13.90	14.18	14.32
Health Care Center	Nursing Administrative Support Staff	13.73	13.87	14.15	14.29
Health Care Center	Food Service Worker	13.30	13.43	13.70	13.84
Health Care Center	Housekeeper	13.30	13.43	13.70	13.84
Health Care Center	Nutrition Assistant	10.30	10.40	10.61	10.72
Housing Authority	Maintenance Technician Specialist	20.21	20.41	20.82	21.03
Housing Authority	Housing Services Assistant	17.55	17.73	18.08	18.26
Housing Authority	Typist I	13.73	13.87	14.15	14.29

<u>DEPARTMENT</u>	<u>CLASSIFICATION</u>	<u>2%</u> <u>1/1/09</u>	<u>1%</u> <u>6/28/09</u>	<u>2%</u> <u>1/1/10</u>	<u>1%</u> <u>6/27/10</u>
Information Technology	PC Technician	20.53	20.74	21.15	21.36
Information Technology	Help Desk/Operations Assistant	15.07	15.22	15.52	15.68
Library	Maintenance Lead Worker	18.06	18.24	18.60	18.79
Library	Library Clerk II	16.81	16.98	17.32	17.49
Library	Library Clerk I	15.46	15.61	15.92	16.08
Library	Assistant Library Clerk	14.45	14.59	14.88	15.03
Library	Custodian	13.86	14.00	14.28	14.42
Library	Library Aide	12.28	12.40	12.65	12.78
Library	Circulation Aide	10.36	10.46	10.67	10.78
Parks	Parks Assistant	15.21	15.36	15.67	15.83
Planning and Zoning	Administrative Secretary I	15.07	15.22	15.52	15.68
Planning and Zoning	Typist II	14.35	14.49	14.78	14.93
Planning and Zoning	Typist I	13.73	13.87	14.15	14.29
Portage House	Program Assistant	16.23	16.39	16.72	16.89
Portage House	Counselor	16.23	16.39	16.72	16.89
Portage House	Night Security	11.06	11.17	11.39	11.50
Purchasing	Purchasing Assistant	15.46	15.61	15.92	16.08
Purchasing	Optical Imager/Clerk	14.66	14.81	15.11	15.26
Purchasing	Optical Imager	12.28	12.40	12.65	12.78
Register of Deeds	Senior Land Description Technician	18.72	18.91	19.29	19.48
Register of Deeds	Register of Deeds Assistant	15.56	15.72	16.03	16.19
Register of Deeds	Land Description Technician	15.21	15.36	15.67	15.83
Register of Deeds	Register of Deeds Clerk	13.73	13.87	14.15	14.29
Sheriff's Department	Lead Cook	16.96	17.13	17.47	17.64
Sheriff's Department	Cook	15.56	15.72	16.03	16.19
Sheriff's Department	Administrative Secretary I	15.07	15.22	15.52	15.68
Sheriff's Department	Mechanic Helper	15.07	15.22	15.52	15.68
Treasurer	Bookkeeper	15.56	15.72	16.03	16.19
UW-Extension	Lead Administrative Secretary	16.23	16.39	16.72	16.89
UW-Extension	Program Assistant	15.21	15.36	15.67	15.83
UW-Extension	Administrative Secretary I	15.07	15.22	15.52	15.68
Veteran's Service	Veteran's Service Assistant	16.23	16.39	16.72	16.89

Sheriff's Department:

Communication Technician

	Start	12 mos.	18 mos.	36 mos.	5 years
	<u>85%</u>	<u>90%</u>	<u>95%</u>	<u>100%</u>	<u>105%</u>
1/1/2009	\$ 16.15	\$ 17.10	\$ 18.05	\$ 19.00	\$ 19.95
6/28/2009	\$ 16.31	\$ 17.27	\$ 18.23	\$ 19.19	\$ 20.15
1/1/2010	\$ 16.63	\$ 17.61	\$ 18.59	\$ 19.57	\$ 20.55
6/27/2010	\$ 16.80	\$ 17.79	\$ 18.78	\$ 19.77	\$ 20.76

Lead Communication Technician

1/1/2009	\$ 21.12
6/28/2009	\$ 21.33
1/1/2010	\$ 21.76
6/27/2010	\$ 21.98

Finance:

Clerk of Courts Fiscal Clerk

	Start	6 mos.	12 mos.	18 mos.	36 mos.
	<u>90%</u>	<u>95%</u>	<u>100%</u>	<u>101%</u>	<u>102%</u>
1/1/2009	\$ 16.25	\$ 17.16	\$ 18.06	\$ 18.24	\$ 18.42
6/28/2009	\$ 16.42	\$ 17.33	\$ 18.24	\$ 18.42	\$ 18.60
1/1/2010	\$ 16.74	\$ 17.67	\$ 18.60	\$ 18.79	\$ 18.97
6/27/2010	\$ 16.91	\$ 17.85	\$ 18.79	\$ 18.98	\$ 19.17

APPENDIX B - HEALTH CARE CENTER

Call In for Extra Work: When it is necessary to cover a position that is vacant due to a sick day or other unexpected leave, the following procedures will be followed:

1. Each April 1 and November 1, a memo will be posted asking that any employee who does not want to work extra hours on a call-in basis should sign the memo.
2. Two call-in lists shall be established comprised of (1) all regular part-time employees who did not sign the memo and (2) all regular full-time employees who did not sign the list. (If all sign, or none sign, then the current seniority list will merely be split into a part-time and full-time list.)
3. When it is necessary to call in an employee, the adjusted part-time seniority list will be used initially, starting with the most senior employee in the department and proceeding to the least senior (regardless of the shift or physical area in which the vacancy has occurred, but limited to the department in which the vacancy has occurred, but limited to the department in which the employees were hired).
4. If the least senior employee does not report, then the second least senior employee on the adjusted seniority list will be contacted. This procedure will be followed through both adjusted seniority lists, and then through the list of employees who signed the memo, from least senior to the most senior, until an employee reports to work. Refusal to report may subject an employee to discipline under subparagraph 8.
5. If no one from the part-time list agrees to report, or if everyone on the list has managed to receive forty hours of employment for that week, then the adjusted full-time seniority list will be used in the same manner as outlined in subparagraph 3.
6. If all employees have achieved 40 hours, it is understood that both lists are merged and that provision of subparagraph 3 apply.
7. Employees who relieve another employee will be paid at the adjustment rate variance for the replaced employee's shift. Employees who are called in to work another employee's shift must report to work at the start of the shift or within sixty (60) minutes of being called, whichever is later, in order to get full pay for the entire shift at the applicable rate of the job.
8. The progression of disciplinary action will be:
 1. Written reprimand;
 2. Suspension not to exceed five (5) scheduled working days;
 3. Dismissal.

A period of one year shall elapse from the issuance of the first disciplinary action until its removal from the employee's personnel file.

An employee shall not be subject to disciplinary suspension unless the employee had been given a written reprimand on a prior occasion.

No employee shall be subject to discharge from employment under this paragraph unless the employee previously has been suspended for cause.

Any disciplinary action taken by the Health Care Center against an individual employee shall be reduced to writing, stating therein the reason for the disciplinary action. The individual employee and the Union shall be given copies of the said writing and a copy shall be placed in the employee's personnel file.

MEMORANDUM OF UNDERSTANDING

WAGE RATE ADJUSTMENTS

During negotiations leading to the 2000 - 2002 Agreement, the following agreements were reached that were not made a part of the contract text:

1. The following Facilities Management Department Custodians will be paid the 1/1/09 rate of \$16.31 per hour, 6/28/09 rate of \$16.47 per hour, 1/1/10 rate of \$16.80 per hour and 6/27/10 rate of \$16.97 per hour, and will receive the Labor Agreement increases as long as they remain in the Custodian position:

Bruce Glodowski

Kathy Garski

In addition, Bruce Glodowski shall receive an additional Seventeen Cents (\$.17) per hour until he transfers to another position or resigns.

2. Financial Services Case Managers and Employment and Outreach Specialists who speak Spanish or Hmong are paid an additional Twenty-five Cents (\$.25) per hour.
3. The Lead Housekeeper position at the Health Care Center shall receive the Lead Worker differential of seventy-five cents (\$.75) per hour for all hours worked as a lead worker.
4. The Facilities Management Director will meet with Facilities Management Department employee representatives to discuss hours of work in the Facilities Management Department.
5. The Employees selected as Lead Workers in the division of Child and Family Services in the Health and Human Services department shall be paid an additional \$0.70 per hour above the regular or grand fathered rate for the original classification in the Workforce Development section, Economic Support and Elderly Services section.

MEMORANDUM OF UNDERSTANDING

SUPPORTED WORK PROGRAM

The following agreement has been reached between AFSCME Local 348 AFL-CIO representing Portage County Courthouse, Health Care Center, Department of Health and Human Services, and Library System Employees and Portage County regarding Supported Employment.

DEFINITION

Supported Employment is designed for individuals with severe disabilities to work in the community. Individuals in supported employment may have severe developmental disabilities, severe psychiatric disabilities, traumatic brain injury, or a variety of other severe physical and/or mental disabilities.

AGREEMENT

1. This agreement shall apply to the placement of supported employee(s).
2. The term of this agreement shall be for the length of the Agreement.
3. The supported employees(s) shall be non-represented employee(s) for the initial one year term of this agreement. The Union reserves the right to negotiate the extension of this agreement and the placement of the supported employee position into a represented position.
4. The initial work site of the supported employee(s) shall be the Ruth Gilfry Building, Health and Human Services Department, but may include any work locations associated with the Local 348 Bargaining Unit.
5. All responsibilities, job coaching, assistance and coordination of duties, and work responsibilities and assistance at the job site shall be that of the employer. Regular employee participation in the above shall be on a voluntary basis and withdrawal from participation will be accepted without penalty to the employee.
6. Work performed by the supported employee(s) shall not result in the reduction of hours or positions or unemployment of bargaining unit employees.

FOR THE COUNTY:

/s/ Therese Freiberg April 3, 2002
Personnel Director Date

FOR THE UNION:

/s/ Collene Ottum April 2, 2002
President Date

/s/ Wendell Nelson April 2, 2002
Secretary Date

SIDE LETTER OF AGREEMENT

MEDICATION ASSISTANT HOURS

In March 1997 the Portage County Health Care Center posted eight (8) full- and part-time positions for Medication Assistant. The postings all included deadlines of March 20, 1997. The postings contemplate the potential for "relief" hours, as necessary. The following terms describe how such relief hours shall be filled:

1. Each Medication Assistant posting will identify a primary work shift.
2. In the event a temporary vacancy or staff shortage exists and requires temporary staffing, the County will seek to fill the vacancy or shortage with a Medication Assistant who volunteers for the work. The hours will be offered to Medication Assistants by seniority.
3. In the event an insufficient number of qualified employees volunteer for the available temporary work, the County may assign the work to available Medication Assistants, such assignment(s) shall be in reverse order of seniority.
4. This Agreement is supplemental to and does not supersede the terms and conditions of the Labor Agreement between Local 348 and Portage County.

FOR THE COUNTY:

/s/ Therese Freiberg April 3, 2002
Personnel Director Date

FOR THE UNION:

/s/ Collene Ottum April 2, 2002
President Date

/s/ Wendell Nelson April 2, 2002
Secretary Date

MEMORANDUM OF UNDERSTANDING
Exception to Article 19 – Hours of Work – Sheriff’s Department

The following agreement has been reached between AFSCME Local 348 AFL-CIO representing Portage County Courthouse, Health Care Center, Department of Health and Human Services, and Library System employees; and Portage County regarding the work schedule of the Sheriff’s Department clerical staff.

AFSCME 348 clerical employees in the Sheriff’s Department shall be allowed to work flexible hours, upon mutual agreement between the individual employee and management, to a maximum of eighty-one (81) hours per pay period to be paid at straight time. Hours worked over eighty (80) hours per pay period will be accumulated as “County-owed time”. The employee will be allowed to take this County-owed time off at their discretion with the permission of their supervisor.

Paid time off for employees working flexible schedules will be paid in hour-for-hour increments according to the employee’s schedule for that week (example: an employee using sick leave or vacation time for a ten (10) hour shift will receive ten (10) hours paid time off for that shift).

Work schedules will be established on the need for coverage during the workweek. Employees shall receive a one-half (1/2) hour unpaid lunch break as part of the mutually agreed upon schedule. Employees will receive two (2) fifteen (15) minute paid breaks approximately midway through each portion of the shift on each side of the lunch break. No employee shall be schedule to work past 6:00 PM more than one (1) day per week.

This agreement expires December 31, 2010 at the end of the day but may be extended by mutual agreement of the parties.

FOR THE COUNTY:

_____ Date
Human Resources Director

FOR THE UNION:

_____ Date
President

_____ Date
Secretary

HEALTH INSURANCE PLAN CHANGES

The following changes will be made to the Portage County Health Protection Plan:

- a. Effective 1/1/06: Cover oral contraception
- b. Effective 12/31/06: Exclude coverage of surgery to aid in weight reduction or complications of such surgery (gastric bypass surgery or stapling).
- c. Effective 12/31/06: Cover one routine colonoscopy and one routine sigmoidoscopy per calendar year, limited to plan members 40 years of age or older.
- d. Effective 1/1/06: Increase \$10.00 prescription co-pay to \$13.00 and then effective 12/31/06 increase to \$15.00.
 - 1/1/06: \$5.00/\$13.00/\$20.00
 - 12/31/06: \$5.00/\$15.00/\$20.00