

**LABOR AGREEMENT
BETWEEN**

PORTAGE COUNTY

AND

**PORTAGE COUNTY HIGHWAY EMPLOYEES
LOCAL 311, A.F.S.C.M.E., AFL-CIO**

Duration

January 1, 2009 through December 31, 2010

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PORTAGE COUNTY HIGHWAY LABOR AGREEMENT

This Agreement made and entered into by and between Portage County, hereinafter referred to as the “County” or “Employer” and the Portage County Highway Employees, Local 311, American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as the “Union”.

The mutual interest of the Employer and employees is recognized by this agreement for the operation of the Highway Department under methods that will promote safety to the employees, economy of operations, cleanliness and proper care of equipment and protection of property, and the expediting of a fair and peaceful adjustment of differences that may arise from time to time, and the promulgating of rules and regulations, and the establishment and declaration of policies to insure a proper and ethical conduct of business and relations between the Employer and its employees, and to that end, have reached this agreement.

ARTICLE 1 – RECOGNITION

- A. Bargaining Unit Defined: The County recognizes the Union as the sole and exclusive bargaining agent for the regular full-time and regular part-time employees of the County Highway Department for the purpose of engaging in conferences and negotiations establishing wages, hours and conditions of employment. Expressly excluded from the bargaining unit are supervisory, managerial, professional, and confidential employees and employees included in other bargaining units.
- B. Definitions:
1. Regular Full-time: Regular full-time employees shall mean employees hired to fill a regular full-time position in the bargaining unit.
 2. Regular Part-time: Regular part-time employees shall mean employees hired to fill a regular part-time position in the bargaining unit.
 3. a. Other: Seasonal, temporary, and other part-time employees shall mean employees hired for a period not to exceed 520 hours and excluding regular part-time employees as defined above. It is understood that if an employee works more than 520 hours and/or is re-employed within 520 hours, such employee is considered a regular employee and such time worked shall be credited to their probationary period. The Union may grant an extension upon written request.
 - b. Other Summer Help: The County may employ students as summer help starting not earlier than May 1 through October 1. It is understood that such students so employed shall not be

employed longer than 120 calendar days. In addition, such employees shall be let go no later than October 1 in any given year.

ARTICLE 2 – 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 contract 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 – before implementing new policies or work rules, management will discuss such changes with the Union;
 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 laws;
 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 pertains 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 the 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 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 this 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 3 – SENIORITY RIGHTS

- A. Definition of Seniority: It shall be the policy of the department to recognize seniority. Seniority shall commence upon date of hire, subject to completion of the probationary period, and shall be based upon the length of service of the employee. An employee's seniority shall not be diminished by time off on approved leaves with or without pay.

Seniority shall be deemed to have been terminated when:

1. An employee who is able to work fails to do so for three (3) days or more unless due to circumstances beyond his/her control;
2. A laid off employee fails to comply with the terms of Paragraph "C" of this section;
3. An employee resigns, terminates, or is discharged for just cause;
4. An employee is not employed for one (1) year after having been laid off;
5. An employee retires.

- B. Layoff: In the event the County determines that a layoff is necessary, the County shall meet with the Union in an effort to achieve an agreement on the method of layoff. If no agreement is reached, the County shall completely lay off the requisite number of employees. In reducing employee personnel, the last person hired shall be the first person laid off, provided, however, the remaining employees are capable of performing the available work, and the last person laid off shall be the first person rehired. There shall be no reduced work week or work day for any or all employees, unless mutually agreed between the County and the Union.

- C. Recall on Layoff: The notice of recall to an employee on layoff shall be sent by certified mail (return receipt) to the last known address of the employee. The employee shall advise the Employer of the employee's intention to return within one (1) week of receipt of the notice and shall return to work within (2) weeks unless otherwise agreed.
- D. Address Change: The employee shall keep the Employer advised in the event of a change of address while on layoff.
- E. Job Posting:
1. General: All new jobs, vacancies, and relief operator's positions shall be posted for a period of five (5) working days. Except as modified below, the employee applying for the new job, vacancy, or relief operator's position with the most seniority, who can qualify, shall be given the position. (Road Foreman and Chief Mechanic positions shall be awarded to the employee applying who is most qualified. Qualifications shall be evaluated and the position awarded by a three (3) person committee, consisting of the County's Human Resources Director, Highway Commissioner, and the County or State Supervisor.) In the event the Employer determines that a vacated position is no longer needed in the table of organization and will not be filled either temporarily or permanently, the highway commissioner shall notify the Union in writing that the position is being abolished.
 2. Notice: The name of the employee receiving the posted position shall be posted and the employee placed in the position within five (5) days of the termination date of the posting.
 3. Highway Committee Objections: When objections are made by the Highway Committee regarding the qualifications of an employee to fill the position, such objections shall be presented to the Union Committee for consideration.
 4. Union Objections: If there is any difference in opinion as to the qualifications of any employee, the Highway Committee and the Union Committee shall take the matter up for adjustment.
 5. Retrocession: Should a bargaining unit eligible employee be promoted outside of the bargaining unit, the employee shall be entitled to return to their former position upon the request of the employee and/or the Employer. The above shall be limited to not longer than six (6) months from the date that the employee actually starts the employee's new position. Should the employee return to the bargaining unit, the employee shall be credited with the seniority status they had when the employee was promoted and/or left the bargaining unit position(s). (Example: Employee

6. Night Watchman Position: The incumbent in the Night Watchman position cannot bid out of the Night Watchman position unless mutually agreed upon by both Management and Local 311 or for health reasons.
7. Chief Mechanic, Mechanic, Night Mechanic, and Welder Positions: Employees in the positions of Chief Mechanic, Mechanic, Night Mechanic, and Welder who were hired into these positions after January 1, 1992, will relinquish their job posting rights unless mutually agreed upon by the County and the Union or for health reasons.

ARTICLE 4 – 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 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 deny permission for such meetings and to exclude such meetings from work areas. The Union may use the County's meeting rooms and facilities for union business only with prior approval. The Union agrees to provide written notification to the County within thirty (30) days following the election or selection of union officers, stewards, and grievance committee.
- B. Union-Employer Meetings: In the event the Employer refuses to meet with the officers or stewards during working hours, the Employer shall then be available to meet with said officers or stewards and grievance committee immediately following the end of that work day. When the Employer is not available, said meeting shall be held within two (2) working days.
- C. Union Stewards: The above shall not prohibit stewards or officers from the posting of notices on the bulletin board, or the processing of grievances.
- D. Personnel Files: An employee shall be provided a copy of all materials and documents relative to discipline or performance placed in the employee's personnel file at the time of such placement.

ARTICLE 5 – GRIEVANCE PROCEDURE

A grievance shall mean a dispute concerning the interpretation, application, or violation of this agreement and shall be handled as follows:

- A. Subject Matter: Only one subject matter shall be covered in any one grievance. However, this shall not prohibit one arbitrator from hearing successive grievances so long as each grievance hearing is completed before the next one begins.
- B. Union Grievance: The Union shall have the right to submit grievances which pertain to an employee or group of employees.
- C. Time Limitations: The time limitations specified in this procedure may be extended by mutual consent of the parties.
- D. Settlement of Grievances: 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.
- E. Steps in Procedures:

Step 1: The employee, alone or with a union steward, a member of the grievance committee, or with or without the union representative shall orally explain the employee's grievance to the employee's immediate supervisor as soon as possible, but in no event, later than fifteen (15) working days after the employee knew or should have known of the cause giving rise to the grievance. In the event of a grievance, the employee shall perform the employee's assigned work task and grieve the complaint later, except in cases involving immediate danger to the employee's health and 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 grievance shall be reduced to writing and filed with the department head within ten (10) working days. 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, if any, and the signature of the grievant and the date. The department head shall meet with that employee, steward, or grievance committee with or without the union representative, at a mutually agreeable time and render the department head's decision in writing within five (5) working days after said meeting.

Step 3: If the grievance is not settled at the second step, it may be presented to the Human Resources Committee in writing within ten (10) working days after

receipt of the written decision of the department head. The meeting to discuss the grievance shall be held at a mutually agreeable time. Following this meeting, the Human Resources Committee shall respond within ten (10) working days in writing.

Any grievance relative to a discharge shall commence at Step 3 of the Grievance Procedure. The grievance must be presented to the Human Resources Committee in writing within fifteen (15) working days after receipt of the discharge notice.

F. 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 thirty (30) calendar days that they intend to process the grievance to arbitration.
2. Selection of Arbitrator: Any grievance which cannot be settled through the above procedures may be submitted to an arbitrator to be selected as follows: the parties shall use their best efforts to select a mutually agreeable arbitrator. However, if the parties are unable to agree on an arbitrator within the (10) days after the notice of intent to proceed to arbitration is received by the Human Resources Committee, either party may request the Wisconsin Employment Relations Commission to prepare a list of seven (7) impartial arbitrators. The Union and County shall then alternately strike three (3) of the parties on the slate with the party requesting arbitration exercising the first strike. The remaining arbitrator on the slate after the strikes shall then be notified of the arbitrator's appointment.
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, arbitrator shall render a written decision to both the County and the Union which shall be final and binding upon both parties.
4. Costs: The cost of the arbitrator shall be shared equally. Expenses incurred in connection with services provided by members of the Wisconsin Employment Relations Commissions will be shared equally by the parties.
5. Transcript: Either party may request a transcript, but the party requesting the transcript shall pay the cost. When the arbitrator requests a transcript, both parties shall share the cost of the transcript equally.

6. Decision of the Arbitrator: The decision of the arbitrator shall be limited to the subject matter of the grievance. The arbitrator shall not modify, add to, or delete from the express terms of the agreement.
 7. Single Arbitrator: The parties may agree to a single arbitrator who shall be a member of the Wisconsin Employment Relations Commission staff.
- G. Past Grievances: Past grievances may not be filed under the provisions of this procedure and all grievances 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 6 – NO STRIKE AGREEMENT

- A. Strike Prohibited: Neither the Union nor any of its members will strike during the terms of this agreement. For purposes of this section, a strike will mean all walkouts, job slowdowns, or other intentional interruptions of work.
- 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 reasonably effective and affirmative action to secure the members' return to work as promptly as possible.
- C. Penalties: Any or all the employees who violated any of the provisions of this section may be subjected to reasonable discipline by the County.
- D. No Lockout: The County agrees that it will not lockout any of its employees during the term of this agreement unless the employees in violation of this section refuse to work following the union action described in Paragraph B of this section.

ARTICLE 7 – LEAVES OF ABSENCE

- A. Personal Leave: With the approval of the employee's supervisor, an employee may be granted personal leave without pay for periods not to exceed ten (10) days. Requests for personal leave in excess of ten (10) days shall be directed in writing to the Human Resources Committee, who will turn consult with the appropriate committee and department before a decision is rendered in each case.
- B. Military Leave: Military service and the right to return to the employee's former job shall be governed by Wisconsin Statutes.

- C. Family & Medical Leave: Family and medical leaves will be administered according to State and Federal Law.

ARTICLE 8 – HOLIDAYS

- A. Annual Holidays: Nine (9) paid holidays shall be granted each year to all full-time employees with ninety (90) days or more of service as follows:

New Year’s Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving Day
Independence Day	Christmas Day
Labor Day	

Last one-half (1/2) of the work day of Good Friday
Last one-half (1/2) of the last work day immediately preceding the
Christmas Holiday
Last one-half (1/2) of the last work day preceding the New Year’s
holiday
One-half (1/2) day paid floating holiday

In case of an emergency, the employees will be required to work and shall receive time and one-half (1 ½) their regular rate of pay for all hours worked in addition to holiday pay.

- B. Holiday Pay: Holiday pay shall be at the employee’s regular rate.
- C. Weekend Holiday: If a holiday falls on Sunday, the following Monday shall be declared the holiday. If a holiday falls on Saturday, the previous Friday shall be declared the holiday.
- D. Requirements: An employee must be in attendance on the last regular work day immediately preceding the holiday and the regular work day immediately following the holiday to be eligible for holiday pay, except when the employee is on paid leaves (including Worker’s Compensation) as outlined in this agreement, or on excused absence authorized by the Employer.

ARTICLE 9 – VACATIONS

- A. Vacation Benefits: All full-time employees shall receive the following benefits:

<u>Vacation Benefits</u>	<u>Completed Years of Service</u>
Six (6) Days	One (1) Year
Eleven (11) Days	Two (2) Years
Sixteen (16) Days	Seven (7) Years

Twenty-One (21) Days
Twenty-Six (26) Days
Thirty-One (31) Days

Fourteen (14) Years
Twenty (20) Years
Twenty-Nine (29) Years

- B. Annual Accrual: The date of hire, as adjusted by approved unpaid leaves of absence, therefore the benefits date, shall be the vacation anniversary date for all employees. All employees shall receive prorated vacation on the basis on one-twelfth (1/12) of an annual benefit for each month worked or on paid time from their benefits 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. Severance: Accumulated vacation or earned vacation shall be prorated to the credit of the employee or employee's family upon retirement, death, termination by the employee, or termination by the employer for reason other than just cause (i.e. layoff).
- D. No Accumulation: All vacations shall be taken on a current year basis and shall not accumulate from year to year. Employees who are on leave for worker's compensation for a period occurring during the final three (3) months of the employee's vacation benefit year shall be allowed to carry over vacation into the next vacation benefit year. The number of vacation days subject to carryover shall not exceed the number of days lost to worker's compensation during the final three (3) months of the employee's vacation benefit year. Carryover days must be used within three (3) months of the employee's return to work.
- E. Vacation Pay: Each employee shall be paid at the rate of the employee's summer classification.

ARTICLE 10-SICK LEAVE

- A. Monthly Accrual: All employees will accrue one (1) day of sick leave per month with no limit to the total amount accumulated. When an employee is off on sick leave for more than two (2) days in any month, there will be no credited sick leave day accumulated for that month and the day or days off will be deducted from the employee's accumulated total.
- B. Sick Pay: Sick leave shall be paid on the basis of the regular hourly rate. (Regular hourly rate meaning that received at the time of sickness or injury.)
- C. Employees absent on sick leave for three (3) or more consecutive working days may be required to present a doctor's certificate upon return. In the event of documented abuse, the preceding sentence is not applicable.

- D. New Employees: New employees shall be credited with sick leave at the beginning of the month following completion of ninety (90) days of service retroactive to the date of employment. If an employee starts employment on or after the 16th of the month, the employee shall not be credited with sick for that month; however, if employment starts prior to that date, the employee's will be credited with a full day for that month.
- E. 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).
- F. Dentist-Doctor Appointments: An employee shall be allowed time off from work for the employee's appointment with a dentist or doctor; however, such time off shall be deducted from the employee's sick leave accumulation. When necessary, and with two (2) days notice, an employee shall be allowed a maximum of sixteen (16) hours per year, to be deducted from sick leave, to accompany a spouse or dependent child to an appointment with a physician, chiropractor, optometrist, ophthalmologist, dentist, mental health clinician, nurse practitioner, physician assistant, physical therapist, occupational therapist and/or speech therapist. Time off under this paragraph shall be deducted from the employee's previous accumulation and not from the current month's earned sick leave. Upon return to work, the employee shall present the Employer with a signed appointment slip from the doctor or dentist substantiating the appointment. (Appointment slip to be provided by the County.) Such appointments should be made on non-working hours, whenever possible.
- G. Notice To County: Employees who will be on sick leave shall notify the Employer, either personally or through the employee's designee, at least 15 minutes prior to regular starting time, if possible, to be eligible for sick leave pay. This will not be necessary when the Employer is fully aware the employee will be on sick leave for an extended period of time.
- H. Sick Leave Conversion: All employees covered by this agreement who actually retire from county service at the age of fifty-five (55) or over, or are forced to retire due to medical disability and apply for a retirement annuity from the Wisconsin Retirement Fund within thirty (30) days of the last day of work, shall have up to one hundred thirty (130) days, of their unused sick leave converted to its monetary value (the employee's hourly rate exclusive of longevity and shift differential at the time of retirement) and effective June 1, 2008 deposited into Post Employment Health Plan.

In order to be eligible for this benefit, the employee must have at least twenty (20) years of continued full-time service (seniority) with the County. If an employee is eligible for benefits under this provision and dies while employed by the County

the above conversion is not eligible to be deposited into a Post Employment Health Plan and therefore shall be available to the employee's spouse to be used to pay the hospital and surgical insurance cost (full premium) as may be charged by the company carrying the County's group hospital and surgical insurance. If the conversion for the spouse is deemed non-compliant with IRS regulations or any State or Federal law, this provision will immediately become void and be stricken from this labor agreement and the County and the union will attempt to renegotiate this provision so that it is in compliance with IRS regulations and State and Federal law.

ARTICLE 11 – 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 two (2) days before (or after) the funeral or one (1) day before the funeral and one (1) day after the funeral. Immediate family shall mean spouse, parent, child, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, or any member of the employee's household.
- B. Other: The employee shall receive one (1) day off with pay to attend the funeral of a relative other than a member of the immediate family. This shall include grandparents, grandchildren, uncles, aunts, nephews, and nieces.
- C. Fellow Employee: An employee may receive one (1) full day 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 12 – SERIOUS ILLNESS

- A. Family: In the event of a serious illness in the employee's immediate family, absence up to and including three (3) days will be allowed without loss of pay.
- B. Serious Illness: Serious illness shall be defined as a period of infirmity requiring daily consultation with, or visitation by a physician, and in which the recovery (assuming the illness is not terminal) is expected to take more than three (3) days.
- C. Physician's Statement: The serious illness shall be substantiated and the attending physician shall request the employee's presence in writing to qualify for time off with pay.

- D. Definition: Immediate family shall be defined as the employee's parents, spouse and children.
- E. 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 13 – INSURANCE

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

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 31 days of employment, coverage will be provided, subject to the pre-existing conditions and evidence of good health provisions of the Plan.

The health plan benefit shall include the following PPO benefit: In-network services shall be paid at 100% of covered expenses after satisfaction of the deductible. Out-of-network services shall be paid at 80% of the next two thousand dollars (\$2,000.00) of covered expenses after satisfaction of the deductible and 100% of covered expenses thereafter. The In-Network deductible shall be \$100 per individual and \$200 per family. The out-of-work network deductible shall be \$200 per individual and \$400 per family. 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. The prescription claims service (drug card) shall provide for an employee co-pay of \$5.00 for generic and \$15.00 for brand with no generic equivalent, brand mail-in or brand DAW, and \$20.00 for retail brand with generic equivalent.

- B. Disability Insurance: The County shall pay one hundred percent (100%) of the premium for the County's disability program for all employees, however, employees must fulfill the underwriting requirement of the policy (i.e., the employee must work at least thirty (30) hours per week.)
- C. Life Insurance: Group life insurance in the amount equal to the next \$1,000 of the employee's annual wages will be made available to full-time employees. The

County shall 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.

- D. 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 the 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 life time, 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.

The County may, from time to time, change the insurance carrier and/or self-fund if it elects to do so, provided that such change does not reduce the level of benefits then in effect and there is no restriction on the free choice of physician. 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 they do not qualify for the family plan, except as provided above.

Note: It is agreed and understood that the Highway Employees will be provided an HMP level of health insurance benefits.

ARTICLE 14 – FAIR SHARE AGREEMENT

- A. Dues Deduction: The Employer agrees that it will deduct from the monthly earnings of all employees in the collective bargaining unit, the amount of the monthly 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 in which said deduction was made.
- B. Changes in Amount: Changes in the amount of dues to be deducted shall be certified by the Union thirty (30) days before the effective date of the change.
- C. New Employees: As to new employees, such deductions shall be made from the first paycheck following the completion of the probationary period.
- D. List: The Employer will provide the Union with a list of employees from whom such deductions are made once a year or when changes occur.
- E. Union Responsibility:
1. Representation: The Union, as the exclusive representative of all the employees in the bargaining unit, will represent all such employees, union and non-union, fairly and equally, and all employees in the unit will be required to pay, provided in this section, 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 all employee's who apply, consistent with the Union constitution and bylaws. No employee shall be denied union membership because of race, creed, color, sex.
 2. Indemnification and Hold Harmless Provision: The collective bargaining representative shall indemnify and save the Employer harmless against any and all claims, demands, suits, orders, 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 section.
- 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 of this section of the agreement, for the remittance or payment of any sum other than that constituting actual deductions made from employee wages earned.
- G. Validity of Fair Share: If, for any reason, the fair share agreement shall become null and void, the Employer 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 15 – LONGEVITY

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

Five (5) Years - \$150.00	Twenty (20) Years - \$600.00
Ten (10) Years - \$300.00	Twenty-five (25) Years - \$750.00
Fifteen (15) Years - \$450.00	

Said payment 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 the end of the month preceding the date of termination when the employee terminates on or before the 15th of the month. When the termination occurs after the 15th, the longevity shall be computed to the end of the month the termination occurs. (Example: An employee whose employment is terminated on July 1 with 30 years of service shall receive 6/12 of \$750.00 earned longevity for the current year.)

ARTICLE 16 – RETIREMENT CONTRIBUTION

The Employer agrees to pay the employee's share of the retirement contribution to the State retirement fund in addition to the Employer's share of the contribution.

ARTICLE 17 – PROBATIONARY PERIOD

- A. New Employees: All newly hired employees shall serve a six (6) month probationary period and during said probationary period, they shall receive the wages called for in Section 18, H.
- B. Discharge: An employee on probation may be released without prior notice or recourse to the grievance procedure.
- C. Limitation on Fringe Benefits: Probationary employees do not receive benefits until after ninety (90) calendar days.

ARTICLE 18 – WAGES AND OVERTIME

- A. Effective January 1, 2009, to and including December 31, 2010, employees shall be paid the wages set forth in Appendix A of this Agreement. All employees hired after May 1, 2008 shall participate in direct deposit for all of their pay.
- B. Overtime: Employees who are required to work outside of their normal schedule of hours (7:00 a.m. to 3:00 p.m.) shall be paid at the rate of time and one-half (1½) for all work performed during those hours. In addition, all work performed on a Saturday or a Sunday shall be paid at the rate of time and one-half (1 ½). There shall not be any pyramiding of overtime.
- C. Call-In Pay: Full-time employees called in to work outside their regularly scheduled hours with less than twelve (12) hours notice or after 3:00 p.m. of the previous work day shall receive two (2) hours call-in pay in addition to pay for the actual time worked.
- D. Work in a Higher Classification: An employee performing work in a classification higher than the employee's regular classified rate of pay shall receive the higher rate of pay for the actual time worked in the higher rated classification, except if an employee in rate classification Operator IV or General Laborer starts the day working in a higher classification or works the majority of the day in a higher classification, the employee shall receive the higher classified rate for the entire day. (Majority of the day shall mean at least four (4) hours.)
- E. Work in Lower Classifications: All regular full-time employees shall receive no less than their regular classified rate of pay, even though they may be required to work temporarily in a lower classification.
- F. Special Classification Provisions: All regular full-time employees classified as common laborer who operate equipment shall receive the pay of light truck drivers from April 1 to November 1 of each year. State Auxiliary personnel pay shall be Class IV pay year round.
- G. Relief Operator: When a vacancy occurs within the bargaining unit which can reasonably be anticipated prior to the work day, then the Employer shall assign the most senior relief operator who signed for said position. When a need becomes apparent only after the start of the regular work day, then the position shall be filled in a matter most convenient to the County.
- H. Probationary Wage Rate: All new employees shall be paid ninety (90) percent of the Appendix A wage rate(s) for the first six (6) months of employment, ninety-five (95) percent upon completion of six (6) months of employment, and one hundred (100) percent upon completion of one (1) year of employment.

- I. The County shall compensate mechanics (Welder, Shop Foreman, Chief Mechanic, Mechanic Lead Man, Night Mechanic, Shop Mechanic Helper, and Paint Machine Operator) for the cost of three coveralls per week for each week said employees are actually working such classifications. In addition, the distributor operator and mechanic/machinist will be provided the same overall allowance for each week the employee is actually operating in their respective positions. All employees shall be paid fifty dollars (\$50.00) per calendar year for the purchase of overalls, bib overalls, and/or rubber boots.
- J. Mechanics and Welders shall receive a tool allowance in the amount of \$7.69 per week (\$33.33 per month, \$400.00 per year). Mechanic/Machinist will receive the tool allowance on a prorated basis for hours worked within the shop. Body Man shall receive the tool allowance for six (6) months (November 1 through April 30) and will receive tool allowance on a pro-rated basis for hours worked as Body Man within the time period May 1 through October 31.
- K. The County shall pay all costs associated with initial and confirmation alcohol testing, including follow-up and return-to-duty testing. The County shall pay initial controlled substance testing, including follow-up and return-to-duty-testing. The employee will pay all costs associated with split testing for controlled substances. However, if the split sample results are negative, the County will reimburse the employee for such costs.
- L. Effective January 1, 2000, the County shall reimburse up to seventy-five dollars (\$75.00) per calendar year for the purchase of safety shoes to all employees working in positions where the County policies and regulations and rules pertaining its personal protective equipment require safety shoes and to all employees who otherwise agree to wear safety shoes. An eligible employee may carry forward up to seventy-five dollars (\$75.00) of unused allowance into succeeding calendar years.
- M. The Night Mechanic and the Night Watchman shall receive a twenty-five cent (\$0.25) per hour shift differential for all hours worked between 2:45 p.m. and 7:00 a.m.

ARTICLE 19 – HOURS OF WORK

- A. Work Week and Work Day: The work week shall be forty (40) hours, Monday through Friday. The work day for employees other than the Night Watchman and Night Mechanic shall be from 7:00 a.m. to 3:00 p.m., including a fifteen minute paid break, at approximately 9:00 a.m. to 9:15 a.m. and a paid lunch from approximately 12:00 noon to 12:15 p.m. The work day for the Night Mechanic shall be 2:45 p.m. to 10:45 p.m. and for the Night Watchman shall be 2:45 p.m. to 10:45 p.m., including two (2) fifteen (15) minute paid breaks taken at

approximately 6:00 p.m. and 9:00 p.m. Breaks not taken shall be lost. Section D of this Article 19 shall be an exception to this language.

- B. Guarantee: The County guarantees the employee forty (40) hours of employment per week, subject to the layoff provisions outlined in Article 3 of this agreement and Section D of this Article 19.
- C. Travel Time: All employees required to perform work away from the Highway garage, except patrolmen and patrolmen's helpers who operate equipment that is stored at the patrolman's house, shall be paid all travel time necessary to perform the job.
- D. Re-call of Employees: When re-call of employees is expected, volunteer employees by greater seniority first then employees mandated by least senior first, shall be released from their remaining regular work hours on a day when they have been called in and worked prior to their regular starting time for plowing, salting and/or sanding and worked ten (10) consecutive hours. If the employee is not called back to work before midnight, the employee shall be paid one-half (1/2) of the remaining regular work hours they missed by being released.

ARTICLE 20 – 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 21 – DISQUALIFICATION OF COMMERCIAL DRIVERS LICENSE

- A. If a nonprobationary employee's CDL (including endorsements) is suspended or revoked under the Federal Motor Carrier Safety Administration regulations amended in January 2003 or the Wisconsin Department of Transportation regulations, due to disqualification for reasons that do not arise out of or during the course of employment and are unrelated to criminal activity, the employee will be granted up to twelve (12) months leave of absence (LOA) (i.e., leave up to a max of 12 months from the date of CDL loss. E.g., if the employee works 4 months at non-CDL jobs for the County he would be entitled to 8 months leave). A leave of absence under this provision shall be unpaid. Permanent disqualification from holding a CDL will result in termination of employment. Furthermore, the union recognizes that loss of a CDL due to circumstances occurring during working hours is a severe offense and will result in termination of employment.

- B. The employee will be required to use available vacation, floating holiday and/or any other applicable benefit (excluding sick time) at the start of the LOA. Following the utilization of any paid leave, the LOA shall be without pay or benefits. To that end, it is agreed that employees shall not file for unemployment benefits while on said leave of absence. During the LOA, health, dental, and life insurance coverage will be available if the full premiums are paid by the employee in accordance with County Policy. If an employee is receiving pay for the majority of the month the employee's share of the premium will be as if he was working full-time.
- C. If the employee's CDL is suspended for up to 12 months, the employee will be granted a reasonable amount of time, up to two additional weeks of unpaid leave, to complete necessary CDL paperwork for recertification and have his CDL privileges reinstated. If the employee does not have his CDL privileges reinstated within that timeframe, the employer shall have the sole discretion to extend the leave or terminate the employee.
- D. This opportunity shall be given to any employee only once during that employee's employment with Portage County. A second suspension or revocation of an employee's CDL for any length of time shall result in termination.
- E. During any leave of absence, the employee may be scheduled for available work within the bargaining unit for the period of such CDL disqualification, not to exceed one year. The period of time between the loss of the employee's CDL and eligibility for reinstatement of the employee's CDL, up to a maximum of twelve (12) months, shall be known as the "disqualification period." The employee may be scheduled subject to availability of work, as determined by management. Availability of work may fluctuate based on factors such as time of year, workload and budget constraints. Job placement will also be determined by management. Decisions on assigning such work are not subject to the grievance procedure unless non-bargaining unit workers are hired to perform such work, unless that work requires the use of a CDL.
- F. If a temporary job assignment pays less than the employee's normal classification, the employee will be paid the lower wage. If the temporary job assignment pays more than the employee's normal classification, the employee will be paid his normal rate.
- G. The employer shall not be required to grant such LOA to more than one employee at a time (concurrently). If more than one employee requires such LOA, the employer shall have sole discretion of deciding which employee will be allowed to continue employment under this Article, which employee to terminate or to apply this Article to more than one employee at a time. The employer's decision is not grievable. If an employee is more than 8 months into the disqualification period that employee will not be terminated in order to apply this Article to another CDL-disqualified employee.
- H. The employee will not lose seniority or benefits accrued prior to the LOA, but will not accrue additional benefits or seniority while on the unpaid LOA. While on unpaid leave of absence under this provision, accrual of benefits will be

- I. The employee will not have contractual posting rights to any open position until after his or her return from the leave of absence.
- J. The employee must report the loss or suspension of the CDL by the end of the following workday when the employee learns of the loss or suspension. Under no circumstances will the employee work prior to informing the employer of said loss or suspension. Failure to comply will make the employee ineligible for this article.
- K. The Employer has the sole discretion to fill the employee's position on a temporary basis during the LOA in any manner it deems appropriate. The Employer may also temporarily fill the position internally and it shall not be subject to the posting procedure.
- L. Said employee shall apply for reinstatement of his CDL as soon as allowed, and shall report to work immediately following the reinstatement of his CDL. Failure to do so will result in termination of employment.
- M. An employee who is disqualified from holding a CDL under this Article will be required to comply with mandatory referral to Employee Assistance Program (EAP) and any other court ordered assessments.

ARTICLE 22 – EQUAL EMPLOYMENT OPPORTUNITY

The parties to this Agreement agree not to discriminate against any employee because of race, color, creed, sex, religion, national origin, disability, association with a person with a disability, 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 (111.32 Wis. Stats), or use of lawful products or political affiliation, as provided by applicable Federal and State Statutes.

ARTICLE 23 – SAVINGS CLAUSE

If any article or section of this Agreement, or any addenda 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 24 – 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 the right of the Union to discuss and/or negotiate changes in working conditions affecting the bargaining unit.

ARTICLE 25 – DURATION

- A. Term: This Agreement shall become effective as of January 1, 2009, and shall remain in full force and effect through December 31, 2010, and shall renew itself for additional one-year periods thereafter, unless either party, pursuant to this section, 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: Parties hereto shall exchange initial proposals at a public meeting; such meeting to be held at a time mutually agreeable. Expenses incurred in connection with services provided by members of the Wisconsin Employment Relations Commission will be shared equally by the parties.

Signed and dated this ____ day of _____, 2009

PORTAGE COUNTY

PORTAGE COUNTY HIGHWAY
EMPLOYEES LOCAL 311,
AFSCME, AFL-CIO

County Executive

President

County Board Chair

Secretary

Chair, Human Resources Committee

Bargaining Committee Member

Human Resources Director

Bargaining Committee Member

County Clerk

AFSCME Local 311 Representative

APPENDIX A

<u>CLASSIFICATION</u>	<u>POSITION</u>	Hourly Rates Effective			
		<u>1/1/09</u>	<u>6/28/09</u>	<u>1/1/10</u>	<u>6/27/10</u>
		2.00%	1.00%	2.00%	1.00%
Road Foreman/Head Mech.	Road Foreman Head Mechanic	\$20.44	\$20.64	\$21.05	\$21.26
Shop Personnel	Mechanics Night Mechanic Welder Mechanic/Machinist* Parts Man	\$20.31	\$20.51	\$20.92	\$21.13
Operator I	Large Shovel Bulldozer (6-Way Bulldozer) Motor Grader Turnapult	\$20.06	\$20.26	\$20.67	\$20.88
Operator II	Loader Operator Body Man**	\$19.86	\$20.06	\$20.46	\$20.66
Operator III	Steel Drum Roller Operator Semi Truck Large FWD Truck Paver Operator Screed Operator Shouldering Machine Operator Rubber Tire Roller Operator Paint Machine***** Night Watchman Sign Bucket Truck	\$19.53	\$19.73	\$20.12	\$20.32
Operator IV	State and County Patrolman Light Truck Gas Truck Other Machines Small Loader Power Saw Air Compressor Boiler Operator Wing Operator	\$19.44	\$19.63	\$20.02	\$20.22
General Laborer	Common Laborer***	\$18.90	\$19.09	\$19.47	\$19.66

- * Employee shall receive rate for hours worked while working in the Mechanic/Machinist position.
- ** Employees will receive Operator II wages from November 1 through April 30 and also when performing Body Man's duties during the period from May 1 through October 31.
- *** Individuals on the payroll as of January 1, 1986, should they hold, post into, or be bumped into the position for general laborers shall be grand fathered. Said individuals shall be paid effective 01/01/09- \$19.10; 6/28/09-\$19.29; 01/01/10-\$19.68; 6/27/10-\$19.88 .
- **** Operator III wages will be paid to the Paint Machine Truck Driver and the Paint Machine Operator for the hours worked performing those duties. During the season the Paint Machine is in operation these two employees will not be allowed to take vacation at the same time.
- ***** Employees who work in "confined spaces" shall receive an additional twenty-five cents (\$0.25) per hour while performing that duty. Employees required to use a respirator shall receive an additional twenty-five cents (\$0.25) per hour while performing a duty that requires use of a respirator.
- ***** Employees that have a Sign Man position will receive the wage of their full time classification when performing Sign Man duties or Operator IV wages, whichever is higher.

MEMORANDUM OF UNDERSTANDING

Part-Time Employee Life Insurance

The following agreement has been reached between Portage County Highway Employees Local 311, AFSCME. AFL-CIO and Portage County.

In the event the Portage County Highway Department elects to have any positions in the bargaining unit which work less than 35 hours per week, the bargaining unit and County agrees to discuss Section 13 Insurance, C. Life Insurance, to resolve the issue that Portage County employees who are employed less than 35 hours per week are not eligible for the Life Insurance program provided by Portage County to its employee.

FOR THE COUNTY:

FOR THE UNION:

/s/ Gerald E. Lang 2/21/96
Date

/s/ Kenneth L. Young 2/20/96
Date