

AGREEMENT BETWEEN

PORTAGE COUNTY

AND

THE OFFICE AND PROFESSIONAL EMPLOYEES

INTERNATIONAL UNION, LOCAL 95, AFL-CIO

DURATION: JANUARY 1, 2009 THROUGH

DECEMBER 31, 2010

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PREAMBLE

This Agreement made and entered into by and between Portage County, its successors or assigns (hereinafter referred to as "County" or "Employer"), and the Office and Professional Employees International Union, Local 95, AFL-CIO, as representative of the employees within the bargaining unit who are employed by Portage County, hereinafter referred to as "Union."

ARTICLE 1 - RECOGNITION

The Employer agrees to recognize the Union as the sole collective bargaining agent for all regular full-time and regular part-time professional employees of the Portage County Health and Human Services Department, Aging and Disability Resource Center, Information Technology Department, Planning and Zoning Department, Registered Nurses of the Health Care Center and the Social Workers of the Health Care Center, exclusive of supervisory, managerial, confidential, clerical, limited term, federal project, maintenance and nonprofessional employees.

ARTICLE 2 - PURPOSE

It is the purpose of this Agreement to promote and insure good and harmonious relations between the parties. The parties intend this Agreement to establish a basic understanding relative to wages, hours and conditions of employment as agreed to between the County and the Union.

ARTICLE 3 - MANAGEMENT RIGHTS

The Employer possesses the sole right to operate the County and all management rights repose in it except as expressly limited by this Agreement or memoranda of understanding. These rights include, but are not limited to, the following:

- A. To direct all operations of the County;
- B. To establish reasonable work rules and schedules of work;
- C. To hire, promote, transfer, schedule and assign employees in positions within the County;
- D. To suspend, demote, discharge and take other disciplinary action against employees;
- E. To relieve employees from their duties because of lack of work or any other legitimate reasons;
- F. To maintain efficiency of County operations;
- G. To take whatever action is necessary to comply with State or Federal law;
- H. To introduce new or improved methods or facilities;
- I. To change existing methods or facilities;
- J. To determine the kinds and amounts of services to be performed as pertains to County operations; and the number and kinds of classifications to perform such services;
- K. 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 a result of any such action and to notify and confer

with the Union prior to taking such action;

L. To determine the methods, means and personnel by which County operations are to be conducted;

M. To take whatever action is necessary to carry out the functions of the County in situations of emergency.

ARTICLE 4 - NONDISCRIMINATION

Section 1: The Employer agrees that they will not discriminate against an employee because of their activity as a member of the Union.

Section 2: Neither the Employer nor the Union in carrying out their obligations under this Contract shall discriminate in matters of hiring, training, promotions, transfer, layoff, discharge or otherwise because of race, creed, color, national origin, marital status, sexual orientation, sex, disability, age, religion or political affiliations or activities.

ARTICLE 5 - UNION ACTIVITY

Section 1 - Bulletin Boards: The County agrees to provide bulletin board space for the Union's use. The Union shall also be permitted to use employee mailboxes for communications among Union members. Bulletin boards, voicemail, e-mail, and mailboxes are to be used by the Union for notices only 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 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 will 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 such material is posted.

Section 2 - Union Business: The authorized representative of the Union shall have the right to confer with members of the bargaining unit within the building so long as such conferences do not unreasonably interfere with the employees or unreasonably interrupt their work and the representative has notified in advance the Department Head of his/her presence in the building. Stewards shall be permitted reasonable time to present grievances on County property without loss of time or pay, during the regularly-scheduled work day, providing it does not interfere with County operations and prior permission has been received from the employee's immediate supervisor.

Section 3 - Union Officials: The Union agrees to provide written notification to the County following election or selection of Union representatives, stewards, or other Union officials to enforce the Contract. The County agrees to advise the Union of the proper officials assigned to handle personnel matters involving the Union.

Section 4 - Union Conferences and Conventions: Employees serving in a union capacity shall be entitled to four (4) unpaid days off per year to attend Union conferences and conventions with the approval of the immediate supervisor; such approval shall not be unreasonably withheld.

ARTICLE 6 - PROBATIONARY EMPLOYEES

Section 1 - Duration: All newly hired employees shall serve a six (6) month probationary period. During the probationary period, the employees shall be subject to dismissal for any reason without recourse to the grievance procedure. After successful completion of the probationary period, the employee will be placed on the seniority list from their last date of hire. During the probationary period, the employee shall only be eligible for holidays and funeral leave. Employees will be eligible for sick leave during their probationary period as outlined in Article 16, Section 2, and health insurance as outlined in Article 17, Section 1.

Section 2 - Benefits: Employees who have completed the probationary period satisfactorily and are continued in employment thereafter shall be covered by this Agreement and their seniority shall date back to their date of hire.

ARTICLE 7 - FAIR SHARE

Section 1 - General: The Office and Professional Employees International Union, Local 95, AFL-CIO, as the exclusive representative of all of the employees in the bargaining unit, will represent all such employees fairly and equally, and all employees in the unit will be required to pay, as provided in this Article, their fair share of the costs of the collective bargaining process and contract administration as measured by an amount certified by the Union to be paid by all bargaining unit members.

Section 2 - Dues Deduction: The County agrees to deduct the fair share amount of union dues each month for the following month from employees covered by the fair share agreement or employees who have submitted a dues authorization form. For new employees, fair share and union dues deductions shall commence during the first full month of employment following probation. All fair share and union dues deducted shall be totaled and paid by check to the secretary-treasurer of Local 95 OPEIU. Any change in the rate of fair share or union dues will be put into effect and the deductions made by the Employer in the month following that in which the County receives written notice of the change from the Union.

Section 3 - Hold Harmless: The Union agrees to indemnify and save the County harmless against any and all claims, demands, suits, or other forms of liability, that shall arise out of or by reason of action taken or not taken by the County, which County action or non-action is in compliance with the provisions of this fair share/dues deduction agreement. In the event of a legal action in which Portage County is a party the Union will assume Portage County's defense.

Section 4 - Correction of Error: If an error is discovered with respect to deductions under this provision, the County shall correct said error by appropriate adjustments in the next paycheck of the employee or the next submission of funds to the Union.

ARTICLE 8 - SENIORITY RIGHTS AND LAYOFFS

Section 1 - Definition: Seniority shall commence upon the employee's last date of hire within the Health and Human Services Department, Aging and Disability Resource Center, Planning and Zoning Department, Information Technology or County Health Care Center, subject to the provisions of Article 6, Probationary Employees, hereof, and shall be based upon the employee's last date of hire within the Health and Human Services Department, Aging and Disability Resource Center, Planning and Zoning Department, Information Technology or County Health Care Center and shall not be altered by authorized leave of absence due to illness except as provided in Article 18, Leave of Absence.

County employees transferring into the bargaining unit after 1/1/90 will have their seniority date computed from their date of transfer. However, those employees will not suffer any reduction in benefits. (See Appendix C - Seniority as applies to benefits.)

Section 2 - Termination of Seniority: Seniority will be deemed to have been terminated when:

- A. 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;
- B. A laid off employee fails to report for work within one (1) week of being notified to do so unless due to actual illness or injury;
- C. An employee voluntarily resigns;
- D. An employee is not employed for two (2) years after having been laid off;
- E. An employee is discharged for just cause;
- F. An employee, on leave of absence for personal or health reasons, accepts other employment without permission from the County; and
- G. An employee retires.

A seniority list shall be kept up to date by the County and shall be furnished to the Union once each year. This list shall provide information about employee's date-of-hire, seniority date and full-time equivalency seniority date.

Section 3 - Layoff: The County will eliminate contracted and limited termed positions prior to laying off permanent, union employees who have the same job duties and qualifications. In laying off Employees because of reduction of forces, when possible, the County shall meet with the Union prior to notifying the Employee(s) who are to be laid off. The Employee with the least amount of seniority within the affected classification(s) shall be laid off first, provided that those remaining within the affected classification(s) are capable and qualified to perform the available work. "Classification" for purposes of this provision means the job titles contained in Appendix "A".

An employee affected by a layoff shall have the option of being laid off with no loss of unemployment compensation or moving to the least senior position, with equivalent or fewer hours, in the same pay grade within the affected department if capable and qualified to perform the duties of that position. In the event the laid off employee does not qualify for any position with equivalent or fewer hours within his/her same pay grade with the affected department, the employee may move to a position with equivalent or fewer hours in a pay grade that is equal or lower in pay rate if capable and qualified to perform the duties of that position. In all cases, the laid off employee must take the lowest senior employee's position in the pay grade first, if capable and qualified, before being considered for the next least senior employee's position with equivalent or fewer hours in that pay grade, etc. If a full-time employee has a portion of their hours cut, they may bump into the least senior position (as explained above) causing that employee to have reduced hours.

Section 4 - Recall: The County, when recalling Employees, shall recall the most senior laid off Employee provided they are capable and qualified to perform the available work. Any notice of recall to an Employee who has been laid off shall be by certified mail to the last known address of such employee as recorded with the County.

Section 5 - County Health Care Center: Any reductions in the hours of work for R.N.'s at the County Health Care Center shall take place as follows: (1) The hours of work for the least senior person on the shift (shifts are: 6:45 a.m. to 3:15 p.m.; 2:45 p.m. to 11:15 p.m.; and 10:45 p.m. to 7:15 a.m.) affected shall be reduced; (2) The Employee whose hours are cut may pick up an amount of hours equal to hours lost from the least senior employee at the County Health Care Center. Any increase in hours for R.N.'s at the County Health Care Center shall be offered to current Employees in order of seniority.

Section 6 - Limited Term Employees: A limited term employee (LTE) who accepts a permanent position within the bargaining unit without a break in service shall be credited with retroactive seniority and shall have all rights under the contract except that such employee shall serve a trial period of up to six (6) months at the discretion of the Department Head, if the employee's permanent assignment is different than his LTE assignment.

ARTICLE 9 - JOB POSTING

Section 1 - Job Posting: When the County deems it necessary to fill a vacancy or a new position in the bargaining unit, the County will post such position on all bulletin boards in the Aging and Disability Resource Center, Planning and Zoning Department, County Health Care Center, Information Technology, Health and Human Services Department, and for a period of five (5) working days. The notice shall contain the date, title of the position, rate of pay, a brief description of the duties, and the qualifications necessary for the position. The posting will indicate that an employee who signs the posting must submit a completed application to the Human Resources Department no later than five (5) working days after the posting deadline. Only those employees who sign the posting during the five (5) day period and submit a fully completed application will be considered for the job and permitted to file a grievance against the final selection. The County will interview all internal candidates who sign the posting and submit a timely application. The interview will be consistent for all candidates that sign the posting and will be conducted by two or more interviewers. The interview team will exclude bargaining unit members in the same or lower classification as the posted position, exceptions can be made upon agreement by the Union and the County. All internal candidates will be determined as not qualified for the position before advertising externally for that position. The qualifications for vacancies as determined by the County shall be provided upon request to those considering and/or who have already posted for the position.

Section 2 - Selection: When the qualifications of two or more applicants within the bargaining unit are relatively equal, seniority within the bargaining unit shall be the determining factor in filling vacancies or new positions within the Department.

Section 3 - Probationary Period: An employee transferring within the bargaining unit within the same department shall serve a trial period of thirty (30) workdays, and during such time, shall have all rights under the contract except that the County shall have the right to determine acceptability of work performance. When an employee is promoted to a higher position, he/she shall receive the rate for the position within the new grade (excluding the start rate) which will provide an increase over their current hourly rate during the thirty (30) working day trial period. Upon completion of the trial period, the promoted employee will move to the next step within the new grade and then continue to progress through the wage schedule as per the normal interval between steps in the schedule for time served in position.

An employee transferring within the bargaining unit from another Department shall be treated in accordance with the above paragraph, except that such employee shall serve a trial period of up to six (6) months, at the discretion of the Department Head. In the event an employee does not successfully complete the above-stated trial periods, he may, at his option, return to his/her former position, without any loss of seniority or pay.

An employee transferring into the bargaining unit from another bargaining unit shall serve a trial period of up to six (6) months at the discretion of the Department Head; however, the employee shall have all rights under the contract except that the County shall have the right to determine acceptability of work performance. Such employees shall be paid in accordance with Article 25.

Section 4 - Vacant Positions: When an incumbent Employee gives official notice of termination and it is officially accepted, the position shall be posted in thirty (30) working days from the date of receipt by the Department Head or designee or the County shall notify the Union of its intent not to fill the vacancy.

ARTICLE 10 - GRIEVANCE AND ARBITRATION PROCEDURE

Section 1 - Definition of Grievance: A grievance shall mean a dispute concerning the interpretation or application of this Contract.

Section 2 - Subject Matter: Only one subject shall be covered in any one grievance. A grievance shall contain the name and position of the grievant(s), 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(s) or a Union representative, and the date. The Contract clause cited and the remedy requested in the written grievance are not to be considered a formal framing of the issue or remedy for purposes of arbitration so long as Section 7(B) of this Article is followed.

Section 3 - Group Grievance: In those cases involving grievances by Employees with identical claims, to avoid filing of multiple grievances, one grievance may be filed, providing it contains the signatures of all Employees with identical claims or a Union representative. Such grievance shall commence at Step 2 of the grievance procedure.

Section 4 - Time Limitations: If it is impossible to comply with the time limits specified in the procedure because of work schedules, illness, vacations, etc., these limits may be extended by mutual agreement. Saturdays, Sundays, and legal holidays shall be excluded in computing time limits.

Section 5 - Steps in Procedure:

Step 1. An earnest effort shall be made to settle the matter informally between the Employee and the Employee's immediate Supervisor. If the matter is not so settled, 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 his/her assigned work task and grieve his/her complaint later. The immediate Supervisor shall provide a written answer to the grievance no later than five (5) days after receipt of the grievance.

Step 2. If the grievance is not settled at the first step, the employee and/or their representative may appeal the written grievance to the Department Head no later than five (5) days after receipt of the immediate Supervisor's answer. The Department Head shall meet with the grievant and/or the representative within five (5) days of the request to proceed to Step 2 and shall give a written answer no later than five (5) days after the meeting.

Step 3. If the grievance is not settled at the second step, the Employee and/or their representative may appeal the written grievance to the Human Resources Director within five (5) workdays after receipt of the written decision of the Department Head. The Human Resources Director shall meet with the grievant and/or the representative within ten (10) workdays after receipt of the appeal and shall give a written response no later than ten (10) workdays after the meeting. Issues that a Supervisor or Department Head has no authority to overturn may commence at Step 3 of the grievance procedure.

Step 4. If the grievance is not settled at the third step, the employee and/or their representative may appeal the written grievance to the Human Resources Committee within five (5) workdays after receipt of the written decision of the Human Resources Director. The Human Resources Committee shall meet with the grievant and the Union Grievance Committee within thirty (30) days of the request to proceed to Step 4 and shall give a written answer no later than ten (10) days after the meeting.

Section 6 - Arbitration:

A. 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.

- B. 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 five (5) 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 five (5) impartial arbitrators. The Union and the County shall alternately strike names until only one name remains. The Party to strike first shall be determined by a flip of the coin. The remaining arbitrator on the slate after the strikes shall then be notified of his/her appointment.
- C. 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.
- D. 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.
- E. Costs: All expenses incurred in connection with the arbitrator shall be borne equally by the County and the Union. 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 for the same. However, if only one party requests a transcript, and the arbitrator asks for a copy of the transcript, the parties shall share in the cost of the arbitrator's copy.
- F. 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 his/her immediate supervisor at least two (2) days in advance of the hearing, if possible.
- G. Expedited Arbitration: Expedited arbitration may be implemented by mutual agreement of the parties. Expedited arbitration is defined as an arbitration hearing that is held within a mutually agreed upon number of days from the request for hearing. The award shall be rendered as a bench decision or within forty-eight (48) hours. A written award will be issued within forty-eight (48) hours without a written opinion.

Section 7 - General Provision:

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

When such notice has been transmitted by the grievant, the grievance cannot progress through the arbitration procedures until the Department Head has had an opportunity to respond.

Within one day of receipt of such special notice, the Department Head shall exercise one of the following options:

- 1) He/she may reopen the proceedings at Step 2 for the purpose of reconsidering the Step 2 decision;

2) He/she may acknowledge receipt of the facts and stipulate that the grievance proceeds.

C. Adjustments from Grievance Conferences: Any adjustments resulting from the grievance conferences under this provision shall not be inconsistent with the terms of this Agreement.

ARTICLE 11 - DISCHARGE

Section 1 - Discharge Procedures: It is hereby agreed that the County has the right to discharge for just cause employees who have successfully completed their probationary period. The County agrees to advise a Union Steward of any such discharge and the reasons therefore prior to such action, unless a Union representative is not in the building and the Department Head deems an immediate discharge necessary. Additionally, the Union shall be notified of any disciplinary action taken against any bargaining unit member.

Section 2 - Discharge Grievance: The parties hereby agree that, when a grievance is filed in a discharge case, the grievance shall commence at Step 3 of the grievance procedure.

Section 3 - Union Representation: An employee shall be apprised of his right to union representation during a disciplinary meeting, and shall inform management, in writing, if he chooses to waive such rights.

ARTICLE 12 - WORK STOPPAGES

Section 1 - No Strike: The Union agrees that it will not authorize any strike during the life of this Agreement. The employees agree that they will not, during the life of this Agreement, individually or collectively, withhold, in full or in part, any services.

Section 2 - No Lockout: The County agrees that it shall not lock out Union members during the life of this Agreement.

Section 3 - Discipline: Employees who violate this Article shall be subject to discipline, up to and including discharge.

ARTICLE 13 - HOURS OF WORK/OVERTIME

Section 1 - Regular Hours: The regularly scheduled workweek for full-time employees shall be forty (40) hours per week. Part-time employees will work hours assigned at time of hire. Any additional hours paid over their assigned hours will be used to prorate all benefits on an annual basis. A workweek 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.

Section 2 - Work Schedules: Work schedules shall be established based on need for coverage. Supervisors will attempt to establish a mutually agreeable work schedule with employees. However, if a mutually agreeable work schedule cannot be arranged, supervisors shall have the authority to assign coverage between the hours of 7:00 a.m. and 6:00 p.m. with the least senior employee(s) being assigned hours where coverage is needed. Except for evening Psychological Services Section hours, assignment to hours after 6:00 p.m. will be done only in emergencies. Employees shall receive a lunch break as part of the agreed upon or assigned schedule as well as two (2) fifteen (15) minute breaks per day, one in the morning and one in the afternoon.

Section 3 - Four-day or Four-and one-half Day Work Week: Employees may request a workweek of not less than four (4) days per week based upon efficiency of service delivery. During weeks where a holiday occurs,

all employees, regardless of their schedule, shall not be scheduled to work on the holiday and shall receive the same holiday pay. Employees working less than a five (5) day workweek shall have their regularly scheduled hours and/or day off adjusted accordingly. Vacation days shall be converted to hours with five (5) days equaling forty (40) hours. Sick leave will be accrued at the rate of eight (8) hours per month with one (1) day of sick leave equaling the number of hours regularly scheduled.

Section 4 - Overtime:

A. Overtime Defined:

Non-emergency Overtime work -for full-time employees shall include all hours worked in excess of the employee's regularly scheduled work week excluding on-call time. Non-emergency overtime is compensated at straight time until forty (40) hours work per week is reached and compensated at time and one-half only after reaching forty (40) hours actually worked in a workweek.

Emergency overtime work shall be defined as "any work outside of normal work hours not scheduled prior to the start of the work day." Emergency overtime work will be compensated at time-and-one-half.

Overtime work for part-time employees shall include all hours worked in excess of forty (40) hours per week, excluding on-call time, except that employees of the County Health Care Center shall receive pay at the rate of time-and-one-half for all hours worked in excess of their regularly scheduled work day.

When possible, prior approval must be obtained for all overtime from the employee's supervisor/coordinator. Any employee working overtime in an unexpected or emergency situation shall notify their supervisor/coordinator on the next working day (excluding approved leaves) and approval for overtime shall not be unreasonably withheld.

Employees will not be required to make any adjustments to their schedules because of any overtime hours worked.

- B. Compensation: Any overtime worked shall be compensated by compensatory time off or pay, at the discretion of the department head. If any employee is contacted at home by telephone for consultation, they shall be compensated at the applicable rate. However, accumulated compensatory time in excess of forty (40) hours shall be received in pay.

For shift differential for County Health Care Center employees, see Appendix "B".

Section 5 - On-Call Time: Employees required to participate in an on-call time system shall receive the following pay or compensatory time, at the Employer's discretion:

Health and Human Services

On-Call Overnight	2 Hours
On-Call Weekend	8 Hours
On-Call Holiday (Monday through Friday)	4 Hours

"Overnight" for all other employees of the Health and Human Services Department shall mean 4:30 p.m. to 7:30 a.m. the following day.

"Weekend" shall mean 4:30 p.m. Friday to 4:30 p.m. Sunday.

"Holiday" shall mean any day observed as a holiday by the County as outlined in Article 14, Section 1 of this Agreement. The time frame for holiday on-call will be 7:30 a.m. to 4:30 p.m. the day of the holiday.

All employees physically responding to any calls during the on-call time shall, in addition to the above pay, be granted one and one-half (1 ½) hours compensatory time off, or pay at time and one-half (1 ½) times the hourly rate, at the discretion of the department head unless the holiday rate applies. All work performed by all employees on-call on a holiday will be compensated at double time pay or time off at the discretion of the department head.

Section 6 - Call Time: Health and Human Services Department and Information Technology Department: Employees called in to work at any time other than the start of their regularly scheduled shift shall receive two (2) hours compensation (compensatory time or pay), plus time and one-half compensation (compensatory time or pay) for each hour(s) worked, unless the holiday rate applies. This Section does not apply to employees already "On-Call". Information Technology employees shall be paid call-time only in the event they physically respond to the worksite for a call, they shall not be considered to be in "On-Call" status unless they are required to physically respond to the worksite.

Section 7 - Call Time: Health Care Center: When an employee is called in to work at a time other than their regularly scheduled workday, they shall receive two (2) hours of straight time in addition to all hours worked.

Section 8 - On-Call Time: Health Care Center: Employees required to participate in an on-call system shall receive the following pay or compensatory time at the employer's discretion: On-Call two (2) hours per eight (8) hour shift.

ARTICLE 14 - HOLIDAYS

Section 1 - Paid Holidays: The following days shall be declared paid holidays for full-time employees:

New Year's Day	Thanksgiving Day
Afternoon of	Day after Thanksgiving Day
Friday before Easter	Christmas Eve Day
Memorial Day	Christmas Day
Independence Day	
Labor Day	

Each employee who has successfully completed his/her probationary period shall be granted one and one-half (1 ½) floating holidays to be scheduled by mutual consent.

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

In the event two consecutive holidays (i.e., Christmas Eve and Christmas Day) fall on Friday and Saturday, respectively, the observation days will be moved one day earlier (Thursday and Friday). If the consecutive holidays fall on Saturday and Sunday, one will be observed on Friday and the other on the following Monday. If the holidays fall on Sunday and Monday, they will be observed one day later (Monday and Tuesday).

Section 2 - Holiday Work: Any employee working on a holiday shall receive double compensation for all hours worked. The choice of additional pay or compensatory time shall be at the discretion of the Department Head.

Section 3 - 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:

1. On vacation;
2. On sick leave;
3. On authorized leave of absence without pay, as contained in this Agreement, granted by the

- Director/Administrator 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.

ARTICLE 15 - VACATIONS

Section 1 - Annual: All full-time employees in the bargaining unit shall receive the following vacation with pay:

10 days after one year*	18 days after ten years
12 days after two years	19 days after eleven years
13 days after four years	20 days after twelve years
14 days after six years	22 days after fourteen years
15 days after seven years	24 days after sixteen years
16 days after eight years	25 days after eighteen years
17 days after nine years	26 days after twenty (20) years
	27 days after twenty-two (22) years

*(Note: Employees have the option of taking up to five of the days of vacation after completing six months of employment.)

Section 2 - Accumulation: Vacations shall be taken on a current year basis and shall not accumulate from year-to-year except that employees may carry over fifty percent (50%) of their annual vacation allocation into the next anniversary year. Vacation carryover must be taken within six (6) months of the employee's anniversary date. Carryover vacation will be paid at the current year's rate.

Section 3 - Scheduling: Vacations shall be scheduled by mutual consent of the County and the employees within each section. If more than one employee within a section desires to take a vacation at the same time, the vacation shall be granted to the senior employee.

Section 4 - Severance Pay: An employee or, in the case of death, his/her estate, will be paid for all unused vacation and for any accrued vacation upon termination of employment. However, if an employee resigns without giving two (2) weeks written notice or is discharged for just cause, they shall forfeit any accrued vacation. 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, he/she shall be given credit for working the full month. If he/she leaves or is terminated before the 15th of the month, he/she shall receive no credit for the month.

Section 5 - Vacation Accrual: The date of hire, as adjusted by approved leaves of absence, shall be the vacation anniversary date for all employees. Any employee hired on or before the 15th day of the month shall be given credit for working the full month. If the employee is hired after the 15th of the month, he shall receive no credit for that month. 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. Vacation pay shall be paid at the employee's regular classified rate of pay.

Section 6 - Posting Schedule: On or before November 1 until April 1st of each year, the County 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 vacations for the following year. Any employee who has not designated a vacation period thereon shall forfeit his/her right to select his/her vacation by seniority.

Section 7 - Termination of Vacation: An employee may, for good cause, cancel or terminate their vacation prior to or during their vacation period.

ARTICLE 16 - SICK LEAVE

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

Section 2 - Newly hired Employees: Newly hired employees shall be eligible to use sick leave after completing three (3) months of employment; however, during probation, sick leave will not be credited for the month in which the employee is off sick.

Section 3 - Accumulation: Total accumulation of sick leave shall be unlimited. Employees absent on sick leave may be required to submit to the Department Head a doctor's report certifying the employee's inability to report to duty. Previously accumulated sick leave shall not be terminated by absence on approved leave or where an employee has been laid off due to lack of work or funds and he/she is rehired within two (2) years.

Section 4 - Use: Each employee who has unused sick leave shall be eligible for sick leave for absence from work due to illness, temporary disability, bodily injury or exposure to contagious disease. An employee may take unused sick leave for attendance upon members of his/her immediate family whose illness requires the employee's personal care and the County may request that the attending physician so certifies it in writing. Immediate family is defined as only the employee's parent, spouse, child, or other members of the employee's household.

Section 5 - Regulation: When possible, an employee absent because of sick leave or injury shall notify his/her supervisor of the fact no later than the employee's normal starting time. Failure to notify the supervisor will result in loss of sick leave. No sick leave benefits of any kind will be granted after termination of employment. The County reserves the right to have any employee on sick leave examined by a physician of its own choosing at no cost to the employee.

Section 6 - Abuse: All sick leave shall be subject to administration by the Department Head and abuse of sick leave shall subject the employee to discipline.

Section 7 - 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.

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

A) Actually retire from County service at the normal retirement age as established by the Wisconsin Retirement Fund, or age 55, whichever is lower, or

B) Retire due to a medical disability, and

C) Apply for a retirement annuity from the Wisconsin Retirement Fund within thirty (30) days of their last day of work, shall be entitled to the following:

1) Those employees who are covered by the Portage County Health Protection Plan shall have up to one hundred thirty (130) days (one thousand forty (1040) hours), of their unused sick leave converted to its monetary value (the normal hourly rate of pay, exclusive of longevity and shift differential, received immediately prior to retirement) which total shall be, effective the first of the month following ratification, deposited in to a Post Employment Health Plan.

2) Those employees not covered by the Portage County Health Protection Plan for the two (2) years immediately preceding their retirement shall have up to sixty (60) days (480) hours of their unused sick leave credits at the time of retirement converted to its monetary value (the normal hourly rate of pay, exclusive of longevity and shift differential, received immediately prior to retirement) which total shall be effective the first of the month following ratification, deposited into a Post Employment Health Plan.

Should an employee die while still 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 the 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 or State and Federal Law.

ARTICLE 17 - HEALTH AND WELFARE

Section 1 - Health Insurance: Each new employee is eligible for health insurance coverage, to be effective no sooner than the first of the month following 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 90% of the cost of the single plan or family plan. For part-time employees receiving insurance benefits, the County shall pay a pro-rated portion based on the employee's established percentage. The County may, from time to time, change the insurance carrier and/or self-fund if it elects to do so, so long as substantially equal benefits provided to the Union employees are maintained. If an employee enrolls during the first 31 days of employment, coverage will be provided, subject to the pre-existing conditions provisions of the Plan. If an employee enrolls after the first 31 days of employment, coverage will be provided, subject to the pre-existing conditions and evidence of good health provisions of the Plan. Employees rejected by the County's health insurance carrier will have the equivalent of the monthly premium for single coverage put toward a high-risk policy for them. Effective May 1, 2001 the health plan benefits shall be revised to 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 Out of Network deductible, and one hundred percent (100%) of covered expenses thereafter.

The annual In-Network deductible is \$100 for single coverage and \$200 for family coverage. The Out-of Network deductible shall be \$200 for the single plan and \$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. The plan may be amended from time to time subject to the provisions regarding maintenance of substantially equal coverage outlined in this Article.

Employees and their eligible dependents shall be required to submit a completed enrollment application as required by the health plan within 31 days of any change in status to be eligible to change coverage under the health plan. Events which qualify for the change in status enrollment are limited to marriage, birth, acquisition, or adoption of a dependent, loss of eligibility under spouses plan, divorce, death of spouse, termination of a spouse's plan, change from part-time to full-time status. Effective date of coverage for enrollment under the change in status/hardship provisions of the health plan shall be the date of marriage, birth, adoption, date following the date coverage under the prior plan terminated or the first of the month following change from part-time to full-time status. The coverage change is contingent upon receipt of a completed application from an employee within 31 days of the change in status.

The County also offers an optional insurance plan called the Retiree Optional Plan.

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

except as outlined in Section 1 above.

Section 3 - Life Insurance: The County will pay one hundred percent (100%) of the premium for term life insurance with accidental death or dismemberment factor for all full-time employees after ninety (90) days of employment. The value of such policy shall be equal to the next thousand dollars of the employee's annual salary.

Full-time employees will be eligible to purchase additional term life insurance at their own cost up to a maximum of Two Hundred Thousand Dollars (\$200,000.00).

Section 4 - Disability Insurance: Employees will be 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.

Section 5 - Legal Claims: The County shall provide liability coverage under its umbrella policy.

Section 6 -Dental Insurance: The County shall sponsor a dental plan to be 100% employee paid, the premiums may be deducted from the employees earnings on a pre-tax basis as part of the County's Section 125 plan effective 1/1/99.

Section 7- Retiree Health Insurance 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 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 employee's 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 health insurance continuation is declined.

ARTICLE 18 - LEAVE OF ABSENCE

Section 1 - Leave of Absence: A leave of absence without pay may be granted subject to approval of the County, providing the employee does not accept employment elsewhere without County approval. Leave shall be limited to a six (6) month period of time and may be renewed for additional six (6) month periods of time at the County's discretion. All requests for leaves 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. Seniority shall be retained and shall accumulate during such leaves, providing the absence does not exceed sixty (60) calendar days.

Section 2 - Military Leave: Leaves of absence shall be automatically granted for all full-time employees who

are called or volunteer for military service.

Section 3A - Maternity Leave: Whenever an employee becomes pregnant, she shall furnish the County with a statement from her physician stating the approximate date of delivery. Any employee not covered under Federal Family Medical Leave Act (FMLA) or Wisconsin Family and Medical Leave Law (WFMLL) shall be granted maternity leave up to ten (10) weeks from presenting medical verification that she is unable to perform her normal duties and responsibilities. Any employee covered by Federal Family Medical Leave Act (FMLA) or Wisconsin Family Medical Leave Law (WFMLL) shall receive the provisions outlined in each of those laws. The seniority of an employee on maternity leave shall accumulate during the leave. 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.

Section 3B - Family Leave: Any employee not covered under FMLA or WFMLL shall be allowed up to ten (10) weeks of unpaid leave to care for, in the case of illness, the employee's immediate family (i.e., parents, spouse, children, or other members of the employee's household), or for the placement of a child with the employee for adoption. Any employee covered by FMLA or WFMLL shall receive the provisions outlined in each of these laws.

Section 4 - Armed Forces Leave: An employee who is a member of the National Guard, Naval Militia, or member of other reserve components of the Armed Forces of the United States, shall be entitled to a 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 service duty.

Section 5 - 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 the 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.

Section 6 - Educational Leave: Leaves of absence not to exceed two (2) years may be granted to those employees who desire to improve their ability and job knowledge through further education. Seniority, sick leave benefits, vacation benefits, longevity and any other benefits under this Labor Agreement shall remain frozen while the employee is absent on such educational leave. Employees on educational leave, eligible to continue to be covered by the County's hospitalization insurance program, may do so, provided they pay the full cost of the premiums for such insurance.

ARTICLE 19 - FUNERAL LEAVE

Section 1 - Immediate Family: The employee shall receive three (3) full working days off with pay if a member of his/her immediate family dies. Immediate family shall mean spouse, mother, father, father-in-law, mother-in-law, children, brother, sister, grandchild, brother-in law, sister-in-law, stepchild, and stepparents, or a member of the employee's household. The employee shall have to attend the funeral or services to be eligible for funeral leave pay.

Section 2 - Other: The employee shall receive one (1) day off with pay if a relative other than a member of the immediate family dies. This shall include the employee's grandparents, uncles, aunts, nephews, and nieces. The employee will have to attend the funeral or services to be eligible for funeral leave pay.

Section 3 - Employees: An employee may receive one-half (½) day off with pay to attend the funeral of a

fellow employee, subject to the discretion of the Department Head.

Section 4 - Days Off: In the event the employee has an unpaid day or days off during the period of the funeral leave, the County will not be obligated to pay any wages or salary for those unpaid days.

Section 5 – Attending Funerals not Eligible for Funeral Leave Pay: This Article does not prevent an employee from attending the funeral of someone other than those listed in this Article. This Article only specifies if the employee will receive funeral leave pay for attendance at the funeral. An employee may be allowed to attend funerals for individuals not listed in this Article using other applicable benefits (i.e. vacation, compensatory time, unpaid leave, etc.) subject to the provisions of the requested benefit.

ARTICLE 20 - JURY DUTY/COURT WITNESSES

Section 1 - Jury Duty: When an employee serves on a jury, the County agrees to pay the employee the difference between the pay the employee receives as a juror and the employee's regular earnings for all hours served within their regularly scheduled work day. If an employee is released from duty prior to one (1) hour before the end of their regularly scheduled workday, Monday through Friday, they shall report to work for the remainder of the day.

Section 2 - Court Witnesses: Any employee covered by this Agreement who is subpoenaed to appear as a witness in Court when involved in a work-related case shall be paid their regular earnings plus any additional monies regularly paid to witnesses as a witness fee, provided court sessions extend beyond the employee's regularly scheduled work day.

ARTICLE 21 - RETIREMENT

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

ARTICLE 22 - REIMBURSABLE EXPENSES

Section 1 - Meetings and Conferences: Employees who attend approved job-related classes, workshops, conferences or association meetings shall be reimbursed for all reasonable and necessary expenses such as meals, lodging, entrance fees and parking fees, upon presentation of bona fide receipts.

Section 2 - Departmental Approval: The provisions of this Article must have prior approval of the Department Head or Supervisor.

Section 3 - Mileage Reimbursement: Employees shall be reimbursed at the current IRS rate per mile adjusted in January and July of each year for all miles driven during one calendar month when required to use their private automobile for County business. The same shall apply when an employee uses their automobile for required schooling and conferences, when required by the County or State. Mileage rate shall increase in the event of an increase in the reimbursement rate for other employees, County officials, or volunteers. This increase will parallel the increase for such groups, in amount and effective date.

Section 4 - Licensing and Certification Fees: Positions that are required by the State of Wisconsin to hold a professional license or certification shall be reimbursed for the annual expense of such licensing.

ARTICLE 23 - PART-TIME EMPLOYEES

Section 1 - Benefits: The County shall provide part-time employees with a prorated share of benefits that are currently offered this unit and which the County can control. The proration will be determined on the basis of the average number of hours worked in the previous twelve-month period. The calculation will be performed during the month of January.

All insurance benefits addressed in this Contract shall be prorated for regular part-time employees based on the number of hours worked in the previous twelve-month period. The calculation will be performed during the month of January. For health insurance premium rates only, effective August 1, 2005, the following will determine the percentage of the full premium the County shall pay for regular part-time employees.

<u>Calculation of Avg, Number of Hours Worked</u>	<u>Percentage of Premium County shall Pay</u>
20-24 hours/week	55%
25-29 hours/week	65%
30-34 hours/week	75%
35-40 hours/week	Same as full-time employee

All insurance benefits addressed in this Contract shall be prorated for regular part-time employees based on the number of hours worked. 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.

Permanent part-time employees who assume a specific additional limited term grant-funded assignment shall have all hours (permanent and LTE) used to determine current sick leave and holiday accruals.

ARTICLE 24 - LONGEVITY

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

After 5 years	\$150.00
After 10 years	\$300.00
After 15 years	\$450.00
After 20 years	\$600.00
After 25 years	\$750.00

For purposes of computing longevity payments, an employee who reaches a significant anniversary (i.e., 5, 10, 15, etc.) shall receive the entire new longevity rate for that year, with no month-by-month proration. Payment of the longevity benefit will be made the first payroll in December.

Longevity pay for part-time employees shall be prorated on the basis of the average number of hours worked per week. The determination shall be based on the previous twelve-month period and will be calculated during the month of January.

Employees terminating employment and employees whose service is terminated by discharge, disability, or death shall receive their earned longevity at the time of termination, or shortly thereafter, for each month or major fraction thereof calculated on the basis of one-twelfth of the current year's allowance. (Example: An employee whose employment is terminated on July 1 with 20 years of service shall receive 6/12, or \$300, earned longevity for the current year.)

ARTICLE 25 - WAGES

Section 1 - Wages: Employees will be classified in accordance with Appendix "A" - Classifications and shall be paid not less than the minimum for each such classification in accordance with Appendix "B" - Wages which are attached hereto and made a part of this Agreement.

When an employee is hired for a position that involves job duties in more than one grade in Appendix "A", the employee's hourly wage will be an average based on hours in each grade as listed in the position description.

Section 2 - New Positions: Any position not covered by Appendix "A" or any position which may be established during the life of this Agreement shall be subject to negotiations between the County and the Union. While negotiations are going on, the County may pay a temporary rate to the job incumbent, if any. The County agrees to pay the job incumbent any agreed-upon rate retroactive to the date the employee assumed the responsibilities of the position, if such payment is necessary.

Section 3 - Temporary Assignment: Any employee who is specifically assigned by their Supervisor, Department Head or Administrator to temporarily assume responsibility for the operation of a specific unit shall be paid the employee's hourly rate plus an additional one-dollar (\$1.00) for each full hour that they perform such assignment.

Any Registered Nurse at the Health Care Center designated as "Charge Nurse" or when the only Registered Nurse on duty shall receive an additional sixty cents (\$.60) per hour, provided no supervisory Registered Nurses are on call and available to immediately assist the staff Registered Nurse on duty. In addition, the County agrees to post the name of the Supervisory Registered Nurse on-call at least twenty-four (24) hours prior to the date the individual is on call.

Section 4 - Direct Deposit: All employees shall participate in direct deposit for all of their pay.

ARTICLE 26 - SAVINGS

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

ARTICLE 27 - ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and no verbal statement shall supersede any of its provisions. Any amendment or agreements supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto. The parties further acknowledge that, during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. All existing ordinances and resolutions of the County Board affecting wages, hours and conditions of employment not inconsistent with this Agreement are incorporated herein by reference as though fully set forth. To the extent that the provisions of this Agreement are in conflict with the existing ordinances, resolutions, or rules, such ordinances, resolutions, or rules shall be modified to reflect the Agreements herein contained.

ARTICLE 28 - DURATION AND BARGAINING PROCEDURE

Section 1 - Term: This Agreement shall become effective as of January 1, 2009 and shall remain in full force and effect through December 31, 2010.

Section 2 - Bargaining Procedure: Except as mutually agreed upon, the parties shall meet to exchange initial proposals within thirty (30) calendar days after the other party's receipt of the written notice to negotiate a successor agreement.

Section 3 - Termination of Agreement: If either party requests negotiations for a new Agreement, and said negotiations extend beyond any of the expiration dates mentioned herein, the last Agreement shall remain binding unless specifically terminated in writing to the other party by Certified Mail.

Dated this _____ day of _____ 2009.

OFFICE AND PROFESSIONAL EMPLOYEES
LOCAL 95, AFL-CIO

PORTAGE COUNTY

President, Local 95

County Executive

Chair, Bargaining Committee

County Board Chair

Business Representative

Human Resources Committee Chair

Human Resources Director

County Clerk

APPENDIX "A"

CLASSIFICATIONS

GRADE VI

Mental Health Clinician 2

GRADE V

Mental Health Clinician 1

Senior Planner

Nurse Practitioner

Programmer Analyst

GRADE IV-A

Water Quality Specialist

Associate Planner

GRADE IV

Human Services Specialist 2

Community Health Nurse Specialist

Social Work Specialist

Medical Technologist Specialist

Occupational Therapist

Public Health Planner

Nutrition Program Director

Senior Center Director

RSVP Director

Health Care Center Social Services Director

Dietitian

GRADE III-A

GIS/LIS Manager

On-Site Waste Specialist

Asst. Zoning Admin./On-Site Waste Specialist

Human Services Specialist 1

Public Health Environmental Specialist

GRADE III

Human Services Specialist 1

Social Worker

Community Health Nurse

Community Nutrition Educator

OWI Assessor

Foster Grandparent /RSVP Intergenerational Coordinator

Health Care Center Registered Nurse

Health Care Center Social Worker

Information and Assistance Specialist

Information and Assistance Specialist-QMRP

Information and Assistance Specialist-RN

Senior Conservation Technician

Family & Employment Counselor

Family Support Case Manager

Assistant Planner

Benefit Specialist

GRADE II

GIS/LIS Technician
Graduate Nurse
Conservation Technician
Outreach Specialist
Zoning Technician

GRADE I

Holly Shoppe/Health Program Coordinator
Nutritionist/Dietetic Technician
Adult Day Center Coordinator

APPENDIX "B"

Effective 1/1/09

Grade	Start 90%	6 mos. 92.50%	1 year 95%	2 years 97.50%	3 years 100%
VI	\$31.64	\$32.52	\$33.40	\$34.28	\$35.16
V	\$24.76	\$25.45	\$26.13	\$26.82	\$27.51
IV-A	\$22.33	\$22.95	\$23.57	\$24.19	\$24.81
IV	\$21.47	\$22.07	\$22.67	\$23.26	\$23.86
III-A	\$21.00	\$21.58	\$22.16	\$22.75	\$23.33
III	\$20.50	\$21.07	\$21.64	\$22.21	\$22.78
II	\$18.94	\$19.46	\$19.99	\$20.51	\$21.04
I	\$17.80	\$18.30	\$18.79	\$19.29	\$19.78

Effective 6/28/09

Grade	Start 90%	6 mos. 92.50%	1 year 95%	2 years 97.50%	3 years 100%
VI	\$31.96	\$32.85	\$33.73	\$34.62	\$35.51
V	\$25.01	\$25.71	\$26.40	\$27.10	\$27.79
IV-A	\$22.55	\$23.18	\$23.81	\$24.43	\$25.06
IV	\$21.69	\$22.29	\$22.90	\$23.50	\$24.10
III-A	\$21.20	\$21.79	\$22.38	\$22.97	\$23.56
III	\$20.71	\$21.28	\$21.86	\$22.43	\$23.01
II	\$19.13	\$19.66	\$20.19	\$20.72	\$21.25
I	\$17.98	\$18.48	\$18.98	\$19.48	\$19.98

Effective 1/1/10

Grade	Start 90%	6 mos. 92.50%	1 year 95%	2 years 97.50%	3 years 100%
VI	\$32.60	\$33.50	\$34.41	\$35.31	\$36.22
V	\$25.52	\$26.22	\$26.93	\$27.64	\$28.35
IV-A	\$23.00	\$23.64	\$24.28	\$24.92	\$25.56
IV	\$22.12	\$22.74	\$23.35	\$23.97	\$24.58
III-A	\$21.63	\$22.23	\$22.83	\$23.43	\$24.03
III	\$21.12	\$21.71	\$22.30	\$22.88	\$23.47
II	\$19.51	\$20.05	\$20.60	\$21.14	\$21.68
I	\$18.34	\$18.85	\$19.36	\$19.87	\$20.38

**Effective end of
the day 6/27/10**

Grade	Start 90%	6 mos. 92.50%	1 year 95%	2 years 97.50%	3 years 100%
VI	\$32.92	\$33.84	\$34.75	\$35.67	\$36.58
V	\$25.77	\$26.48	\$27.20	\$27.91	\$28.63
IV-A	\$23.24	\$23.88	\$24.53	\$25.17	\$25.82
IV	\$22.35	\$22.97	\$23.59	\$24.21	\$24.83
III-A	\$21.84	\$22.45	\$23.06	\$23.66	\$24.27
III	\$21.33	\$21.92	\$22.52	\$23.11	\$23.70
II	\$19.71	\$20.26	\$20.81	\$21.35	\$21.90
I	\$18.52	\$19.04	\$19.55	\$20.07	\$20.58

NOTE

1. The County, in its sole discretion, may recognize prior experience and market conditions when determining the initial salary for new employees.
2. HCC Registered Nurse shift differential:
P.M. Shift (\$2.00/hour); Night Shift (\$2.00/hour).
This differential will revert back to the shift differential as in the 2001-2003 Labor Agreement in the 2011 Labor Agreement, unless specifically renegotiated for the 2011 Labor Agreement.
3. For any Lead Worker position created by the County, the Employee will receive seventy cents (\$.70) per hour in addition to their normal hourly rate.
4. Due to market demand, the County may pay an additional stipend if there is difficulty hiring or retaining employees in certain positions. This stipend would be reviewed annually. The Union would be notified when any stipends are paid.
5. As a market adjustment, the following positions will receive the corresponding stipend for each year of the Contract. This benefit will revert back to the language as in the 2001-2003 Labor Agreement in the 2011 Labor Agreement, unless specifically renegotiated for the 2011 labor agreement.

Position	Stipend
Nurse Practitioner	\$1.00/hour
HSS-2 - Community Health Nurse	\$1.00/hour
HSS-1/2 - Community Health Nurse	\$1.00/hour
HSS-1 - Community Health Nurse	\$1.00/hour
HSS-1 - Registered Nurse Serv. Coord.	\$1.00/hour
Information & Assistant Specialist-RN	\$1.00/hour
Health Care Center Registered Nurse	\$2.00/hour

- 6 Transition of Programmers to Programmer Analyst:
- 1/1/05: 100% Grade IV
 - end of day 12/31/05: 90% Grade V then progress through Grade V accordingly as follows:
 - 7/1/06: 92.5% Grade V
 - 1/1/07: 95% Grade V
 - 1/1/08: 97.5% Grade V
 - 1/1/09: 100% Grade V

Effective 1/1/06: Change title of Programmer to Programmer Analyst
Change requirements of current Programmer and Program Analyst position to the following: Associate degree in Computer Science, Information Science or related field with 2-3 years systems analysis and programming experience, or Bachelor's degree in Computer Science, Information Science, or related field with 1-2 years systems analysis and programming experience, or any combination of education and experience that provides equivalent knowledge, skills, and abilities.

APPENDIX "C"

SENIORITY AS APPLIES TO BENEFITS

<u>Date of Hire - County</u>	<u>Seniority in Bargaining Unit</u>
1. Vacation Accrual	1. Layoff
2. Sick Leave Accrual	2. Recall
3. Sick Leave Usage	3. Job Posting
4. Sick Leave Conversion to Health Insurance	4. Work Schedule
5. Health Insurance Eligibility	5. On-Call Time
6. Life Insurance Eligibility	6. Vacation Scheduling
7. Disability Insurance Eligibility	7. Vacation Posting
8. Retirement	8. Leave of Absence
9. Longevity	

MEMORANDUM OF UNDERSTANDING

During the negotiations leading to the 2007-2008 Contract, the following agreements were reached that are not a part of the Contract text and the parties have agreed they will continue for the 2009-2010 Contract:

1. Memorandum RE: Local 95 Extended Hours of Work dated April 3, 2002 – extend until December 31, 2010.
2. 'Memorandum of Understanding-Exception to Article 13, (5) – On-call Time' dated December 9, 2002 – extend until December 31, 2010.