

**AGREEMENT
BETWEEN
PORTAGE COUNTY
AND
PORTAGE COUNTY PARKS DEPARTMENT EMPLOYEES
GENERAL TEAMSTER UNION LOCAL 662**

DURATION: January 1, 2009 through December 31, 2010

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This Agreement made and entered into by and between Portage County, hereinafter referred to as "County" or "Employer", and General Drivers Union 662 of the International Brotherhood of Teamsters, as representatives of the Employees within the bargaining unit who are employed by Portage County, hereinafter referred to as "Union".

ARTICLE 1 - RECOGNITION

The County recognizes the General Drivers Union, Local 662, as the exclusive bargaining agent for all regular full-time and regular part-time Employees of the Portage County Parks Department, but excluding office clerical employees, guards, supervisors, managerial and all other 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 conditions of employment as agreed to between the County and the Union. It is recognized that this contract deals with public employment, and that it is of primary concern to all parties that the dignity and responsibility of serving the public be maintained in all relationships. It is further recognized that the public interest will best be served by individual Employees maximizing their individual production and output so that the County can serve the greatest number of people in the time available within the scope of this Agreement.

ARTICLE 3 - MANAGEMENT RIGHTS

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 state law. These rights include, but are not limited to:

1. To direct all operations of the work force;
2. To establish reasonable work rules and schedules of work subject to the Union's right to grieve any schedule which violates this Agreement or any work rule which is unreasonable;
3. To hire, promote, transfer, schedule and assign Employees;
4. To suspend, discharge, and take other disciplinary action against Employees for just cause;
5. To lay off Employees from their duties because of any legitimate reasons;
6. To maintain efficiency of County government operations;
7. To introduce new or improved methods or facilities;
8. To change existing methods or facilities;
9. To contract out for goods or services, provided such subcontracting does not result in the

layoff of personnel without adequate business justification therefor;

10. To take whatever action is necessary to carry out the functions of the County in situations of emergency. An emergency is defined as any situation in which there is imminent danger of damage or destruction to property or injury or death to persons.
11. The County agrees that it will not use these Management Rights for the purpose of undermining the Union or discriminating against its members.

ARTICLE 4 - NO STRIKE AGREEMENT

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

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

ARTICLE 5 - FAIR SHARE AGREEMENT

A. General: The General Teamster Union 662 as the exclusive representative of all 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 by the Union and measured by the amount of dues uniformly required by the Union to be paid by all of its members. No Employee shall be required to join the Union, but membership in the Union shall be made available to all employees.

B. Dues Deduction: The County agrees that effective ninety (90) days after the date of initial employment, it will deduct from the earnings of all Employees in the collective bargaining unit the amount of dues and initiation fees uniformly required of all members certified by the Union. The County shall promptly remit the total of such deductions to the Union in one lump sum.

C. Changes: 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.

D. Dues Deduction Cards: The Union agrees to obtain a dues deduction card for each employee.

E. Hold Harmless: The Union does hereby indemnify and shall save the County harmless against any and all claims, demands and 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 Agreement. In the event of a legal action in which

Portage County is a party, the Union will assume Portage County's defense.

F. 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 6 - UNION ACTIVITY

A. Union Business: The business representative of the Union shall have the right to confer with members of the bargaining unit within the Portage County Parks Department so long as such conferences do not interfere with the Employees and interrupt their work, and the representative has notified the Park Director.

B. Grievances: The Union steward shall be permitted reasonable time to present grievances on County property without loss of time or pay, during his regularly scheduled work day, provided it does not interfere with County operations.

ARTICLE 7 - SENIORITY RIGHTS AND LAYOFFS

A. Definition: Seniority shall commence upon the most recent date of hire, subject to the provisions of Article 8 hereof, and shall be based upon the actual length of continuous service. Employees who are on a leave of absence for medical reasons shall continue to accrue seniority for up to six (6) months. Extension of the six (6) months limit may be extended by the Human Resources Committee.

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

1. An employee who is able to work fails to do so for three (3) days or more unless due to circumstances beyond his control;
2. A laid-off Employee fails to report for work within one (1) week of being notified to do so;
3. An Employee resigns;
4. An Employee is not employed for twelve (12) months after having been laid off;
5. An Employee is discharged for just cause;
6. An Employee, on leave of absence for personal or health reasons, accepts other employment without permission from the County;
7. An Employee retires.

C. Application: Except as otherwise provided, seniority rights shall prevail, provided ability and skill are reasonably equal.

D. Seniority List: The County shall keep a separate seniority list for the following classifications:

1. Parks Managers and Parks Specialist
2. Maintenance, Equipment Specialist and Working Foreman

This list shall be kept up to date by the County and shall be furnished to the Union upon request.

E. Layoff: In laying off Employees because of a reduction of forces, the Employee with the least seniority on the appropriate seniority list shall be laid off first, provided that those remaining are capable of carrying on the County's usual operation effectively. In re-employing, those Employees with the greatest length of service shall be called back first, provided they are capable of performing the available work. No part-time or seasonal Employee shall be hired if it necessitates the layoff, or continued layoff, of regular full-time Employees. Also, any Employee may replace a less senior Employee on layoff providing the layoff is for a specified short-term period.

F. Notice of Recall: The notice of recall for any Employee who has been laid off shall be sent certified mail to the last-known address of the Employee on the books of the County, and this shall constitute sufficient notice to the Employee, whether or not such notice is actually received. The Employer may also notify the Employee in person if it is easier.

ARTICLE 8 - PROBATIONARY EMPLOYEES

A. Probation: All newly-hired Employees shall serve a six (6) month probationary period. During the probationary period, the Employee shall be subject to discipline or discharge without recourse to the grievance procedure. After successful completion of the probationary period, the Employee will be placed on a seniority list from the date of hire.

B. Trial Period: All newly-promoted or transferred Employees shall serve a six (6) month trial period. During the trial period, the Employee shall be subject to being returned to his/her previous position without recourse to the grievance procedure.

ARTICLE 9 - SEASONAL HELP

The County may employ seasonal employees for a period not to exceed 1,040 hours of actual work during each calendar year. In the event the employee works more than 1,040 hours during a calendar year, such employee will be considered a regular employee and such time worked will be credited to their probationary period and their seniority date will be their first day of hire as a seasonal employee.

ARTICLE 10 - GRIEVANCE PROCEDURE

A. Definition of a Grievance: A grievance shall mean a dispute concerning the interpretation or application of this contract.

B. Subject Matter: Only one subject matter shall be covered in any one grievance. A written grievance shall contain the name and position of the grievant, a clear and concise statement of the grievance, the issue involved, the relief sought, the date the incident or violation took place, the specific section of the Agreement alleged to have been violated, and the signature of the grievant and the date. Any grievance relative to discharge shall commence at Step 3 of the Grievance Procedure.

C. 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.

D. Settlement of the Grievance: Any grievance shall be considered settled at the completion of any step in the procedure if the party concerned fails to appeal to the next step in a timely fashion. In the event that no timely appeal is taken, the grievance will be deemed resolved. Dissatisfaction is implied in recourse from one step to the next.

Step 1: The Employee, alone or with his representative, shall orally explain his grievance to his supervisor no later than ten (10) working days after the grievance occurs. In the event of a grievance, the Employee shall perform his assigned work task and grieve his complaint later, except in cases where the operation of machinery presents immediate danger to the employee's health and safety. The supervisor shall, within five (5) working days, orally inform the Employee, and the representative where applicable, of his decision.

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

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

E. Arbitration:

1. Time Limit: If a satisfactory settlement is not reached in Step 3, the Union must notify the Human Resources Committee in writing within ten (10) working days that they intend to process the grievance to arbitration.

2. Arbitrator: Any grievance which cannot be settled through the above procedures may be submitted to the Wisconsin Employment Relations Commission for settlement by one of its staff members. The staff member selected by the Wisconsin Employment Relations Commission as arbitrator shall hold a hearing and review the evidence and testimony relating to the grievance. Upon completion of this review and hearing, the arbitrator shall render a written decision to both parties which shall be final and binding.

3. 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 in the area where the alleged breach occurred. The Arbitrator shall not modify, add to or delete from the express terms of this Agreement.

4. Costs: Both parties shall share equally the costs of any transcript fees. The arbitration hearing shall be conducted in the County Courthouse.
5. Witnesses: County Employees in the bargaining unit appearing as witnesses shall not suffer a loss of wages during the period of time they are required to testify at an arbitration hearing. This provision shall apply only to the grievant and one (1) witness, if necessary.
6. Transcript: There shall be a transcript prepared for each arbitration hearing unless the parties mutually agree to waive such requirement.

F. General Provisions:

1. Past Grievances: Past grievances may not be filed under the provisions of this procedure, and all grievances filed which bear a filing date which precedes or is the same as the expiration date of the Agreement must be processed to conclusion under the terms of this procedure.
2. Special 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 shall immediately transmit notice to the Park Director, 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 Park Director has had an opportunity to respond.

Within one (1) day of receipt of such special notice, the Park Director shall exercise one of the following options:

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

ARTICLE 11 - DISCHARGE OR SUSPENSION

A. General: The County shall not discharge or suspend any Employee, who has satisfactorily completed his probationary period, without just cause and shall give at least one (1) warning notice of the complaint to both the Employee involved and to the Union in writing. Such warning notice shall not remain in effect for a period longer than nine (9) months. The aforesaid notice will not be required in the event of dishonesty, drunkenness or drinking of alcoholic beverages while on duty, insubordination, fraud or the illegal use of drugs while on duty. Insubordination shall be defined as the wilful refusal to obey a lawful order of the Employer.

B. Definitions:

1. Suspension: Suspension is defined as a temporary removal without pay of an Employee from his designated position.
2. Discharge: Discharge is defined as the permanent termination of the employment of the Employee.

C. Review: Any Employee may request an investigation as to his discharge, and this protest must be filed in writing with the County and the Union within ten (10) working days after the date of discharge. Should an investigation prove that the discharge was without just cause, the Employee shall be reinstated and compensated at his usual rate of pay while he has been out of work.

ARTICLE 12 - JOB POSTING

A. Job Posting: When it becomes necessary to fill a vacancy or a new position in the bargaining unit, the County will first give consideration to all full-time Employees in the bargaining unit. The County will post a job posting for a period of five (5) working days overlapping two (2) consecutive weeks.

B. Pay Rate: When an Employee is transferred or promoted to a higher position, he shall receive the rate of the new position during the six (6) month trial period. If for any reason an employee fails to complete his trial period, he shall return to his former classified position.

ARTICLE 13 - HOURS OF WORK - OVERTIME

A. Regular Hours: The regularly scheduled work week shall be forty (40) hours per week. The work week for park managers and park specialists shall commence at 12:01 a.m. Sunday and end at 12:00 midnight the following Saturday; however, park managers' hours shall be scheduled to work every other weekend between the last two (2) weekends of April through October 31 of each year. Park specialists will be required to work a variety of shifts/hours, some of which would be considered second or third shifts, and will be required to work two weekends per month during the months of November through April and three weekends per month during the months of May through October. Split shifts shall be avoided whenever possible. The work week for employees other than park managers and park specialists shall commence at 12:01 a.m. Monday and end at 12:00 midnight the following Friday. The regular work day for the equipment specialists and maintenance employees shall be 7:00 a.m. to 3:00 p.m. Employees shall receive two fifteen minute breaks, one taken approximately midway through the morning and one taken at noon. Park managers and park specialists may work a ten (10) hour work day schedule with prior approval of the Parks Director or designee. Time and one-half of their straight time rate will be paid for all hours worked in excess of ten (10) hours/day or forty (40) hours in a work week. A park manager or park specialist who establishes a ten (10) hour work day must work the ten (10) hour work day schedule a minimum of one (1) week before returning to the normal eight (8) hour work day. Equipment specialists and maintenance employees may change their work hours if mutually agreed by both parties.

Park Managers will work 7:00 a.m. to 3:00 p.m. the months of November through the 1st weekend of April.

B. Breaks: Employees shall be allowed two (2) fifteen (15) minute work break periods per day; one (1) break period to be taken in the first half of the daily work schedule and the other to be taken in the second half of the daily work schedule as determined by the supervisor in charge.

C. Overtime: Employees required to work in excess of eight (8) hours per day or forty (40) hours per week shall be compensated at the rate of one and one-half (1 1/2) times their normal base hourly rate or compensatory time at the rate of one and one-half (1 1/2) times the hours worked in excess of eight (8) hours per day or forty (40) hours per week. Park Managers who work a ten (10) hour work day schedule shall be compensated or receive compensatory time at the rate of one and one-half (1 1/2) for hours required to work in excess of ten (10) hours per day or forty (40) hours per week. No credit shall be given for overtime work without the express approval of the Parks Director or the supervisor in charge. The decision to grant pay or compensatory time shall be at the sole discretion of the County.

D. Method for Taking Compensatory Time: The Employer may require that compensatory time be utilized within sixty (60) days of the end of the month in which it was earned.

E. Saturday and Sunday Work: Employees required to work on Saturday and Sunday between the dates of December 1 and March 15 shall be compensated at the time and one-half (1 1/2) rate for all hours worked. Compensation shall be given in compensatory time off. Scheduling of compensatory time off shall be by mutual agreement between the employee and the Park Director.

F. Call-in Pay: Employees called in to work outside of their regularly scheduled work day shall be compensated a minimum of two (2) hours at time and one-half.

G. Winter Weekend Work: For Maintenance staff a sign-up sheet for winter weekend work will be utilized.

ARTICLE 14 - HEALTH AND WELFARE

A. Health Insurance: Each regular full-time Employee shall be provided with hospital and surgical insurance. Each new employee is eligible for health insurance coverage, to be effective the first of the month following 30 days of employment. The County will contribute ninety percent (90%) of the cost of the single or family plan. The plan contains an annual \$100 individual/\$200 family deductible as well as a 80%-20% co-pay for the first \$2,000 worth of claims after the out-of-network deductible is met. Effective August 1, 2003, in-network services shall be paid at 100% of covered expenses after satisfaction of the deductible. Emergency Care will be paid as if in-network. Services at in-network facilities shall be paid at the in-network level. Pre-Authorization review is required for in-patient hospital treatment. Effective January 1, 2006, the prescription drug claims service (drug card), employee co-pay is \$5.00 for generic (retail 34 day supply or mail service 90 day supply), \$15.00 for Brand with no generic equivalent or brand DAW (retail 34 day supply or mail service 90 days supply) and \$20.00 for brand with generic equivalent (retail 34 day supply or mail service 90 day supply).

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

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 are provided to the employees. The plan may be amended from time to time subject to the provisions regarding maintenance of substantially equal coverage outlined in this article.

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

C. Life Insurance: The County will provide group life insurance with accidental death and dismemberment in the amount equal to the next \$1,000 of the employee's annual wages will be made available to full-time employees effective April 1, 1997. All newly hired employees shall be eligible for the insurance coverage after ninety (90) days of employment.

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

ARTICLE 15 - VACATIONS

A. Annual: All regular full-time Employees in the bargaining unit shall receive the following vacation with pay:

After one (1) year.....	ten (10) days
After three (3) years.....	eleven (11) days
After seven (7) years.....	fifteen (15) days
After twelve (12) years.....	twenty (20) days
After sixteen (16) years	twenty-one (21) days
After seventeen (17) years.....	twenty-two (22) days
After eighteen (18) years.....	twenty-three (23) days
After nineteen (19) years.....	twenty-four (24) days
After twenty (20) years.....	twenty-five (25) days
After twenty-five (25) years.....	twenty-seven (27) days

B. No Accumulation: All vacations shall be taken on a current year basis and shall not accumulate from year to year, except that an employee may carry over 50% of his annual vacation allocation into the next anniversary year, to be taken no later than six (6) months after an employee's anniversary date. Carryover vacation will be paid at the previous year's rate. Vacations shall not be taken in less than full-day increments. Each employee requesting a single day of vacation shall provide the County with five (5) working days' notice of such request prior to the requested day of vacation except in case of emergency.

C. Posting Schedule: On or before January 1 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 vacation. Such form shall remain posted until March 15 of each year. The County shall determine the number of Employees on vacation at any given time and reserves the right to deny vacation during busy work periods. Employees must give their supervisor at least ten (10) days notice of their desire to change their vacation dates.

D. Anniversary Date: The date of hire shall be the vacation anniversary date for all Employees.

E. Severance Pay: If an Employee resigns or is terminated through no fault or delinquency on his part, or dies with unused vacation, the Employee or, in the case of his death, his estate, shall be paid in cash for his vacation.

ARTICLE 16 - HOLIDAYS

A. Paid Holidays: The following days shall be declared paid holidays for the involved Employees:

New Year's Day	Afternoon of Friday before Easter
Memorial Day	Independence Day
Labor Day	Thanksgiving Day
Day after Thanksgiving	December 24
Christmas Day	

In addition, each Employee shall be granted one and one-half (1 ½) floating holidays to be scheduled by mutual consent.

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

Park Managers are required to work the holidays of Memorial Day, Independence Day, and Labor Day.

B. Holiday Work: Any Employee who is required to work on a holiday shall receive pay or compensatory time off at the rate of time and one-half for hours worked, at the discretion of the Park Director.

C. Qualifications: In order to qualify for holiday pay, regular Employees must work the regular work day immediately preceding and following the holiday unless he/she is on excused absence which has been authorized by the Employer.

ARTICLE 17 - SICK LEAVE

A. Accrual: All Employees will accrue one (1) day of sick leave per month.

B. Newly-Hired Employees: Newly-hired Employees shall not be allowed to use sick leaves during the initial probationary period; however, at the completion of their initial probationary period, newly-hired Employees shall be credited with six (6) days' sick leave in their unused sick leave account.

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

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

- B. Who retire due to medical disability; and
- C. Who apply for a retirement annuity from the Wisconsin Retirement Fund within Thirty (30) days of their last day of work.

shall be entitled to the following:

1. Those employees who are covered by the Portage County Health Protection Plan shall have up to one hundred (120) days (960 hours) of their unused sick leave converted to its monetary value (the normal hourly rate of pay, exclusive of longevity and shift differential, received immediately prior to retirement) which total shall be available to the employee to pay the hospital and surgical insurance cost (full premium) as may be charged such employee and dependents by the company carrying the County's group hospital and surgical insurance.
2. Those employees not covered by the Portage County Health Protection Plan for the two (2) years immediately preceding their retirement shall have up to sixty (60) days (480 hours) of their unused sick leave credits at the time of retirement converted to its monetary value and paid to the employee in cash less appropriate state and federal taxes.

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

In the event it should be determined that 1 and 2 are both taxable events, the Accrued Sick Leave Credit language above will revert to the language used in the 2002-2003 labor agreement.

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

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

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

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

D. Use: Each Employee who has unused sick leave shall be eligible for sick leave for absence from work due to his illness, temporary disability, bodily injury or exposure to contagious disease. An Employee may take unused sick leave for attendance upon members of his immediate family whose illness requires the Employee's personal care, if the attending physician so certifies, for a period not to exceed three (3) work days. Immediate family is defined as only the Employee's

parent, spouse, or child. The parties agree to comply with the applicable Wisconsin or Federal Family Leave Act.

E. Regulation: An employee absent because of sickness or injury shall see to it that his/her supervisor is notified of that fact no later than fifteen (15) minutes prior to the start of the employee's regular shift, whenever possible. The County will designate a number to call. Failure to notify the supervisor will result in the loss of sick leave. No sick leave benefits of any kind will be granted after discharge for just cause. Upon a physician's statement that the Employee is able to return to work, the Employee shall return to his regular employment with the County. 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.

F. Abuse: All sick leave shall be subject to administration by the Park Director, and abuse of sick leave shall subject the Employee to discipline.

G. Medical Appointments: Employees shall be allowed necessary time, up to a maximum of four (4) hours during work hours, for physician, ophthalmologist, chiropractic or dental appointments. Time in excess of four (4) hours per day or twelve (12) hours per year shall be deducted from sick leave. Time shall be computed from when Employee leaves work until he returns or the end of the work day.

Appointments shall be made during non-working hours whenever possible. The Employee shall give notice two (2) days in advance to the supervisor in charge to be eligible for such time off, except in case of emergency. An appointment form, provided by the County and appropriately signed, must be submitted by the Employee upon return from the appointment.

H. Workers Compensation: Employees absent due to a job related injury will be allowed to charge the first three (3) days of absence to sick leave. All other terms and conditions regarding workers compensation shall be in accordance with state and/or federal laws and Portage County Workers Compensation Program policy.

ARTICLE 18 – BEREAVEMENT LEAVE

A. Immediate Family: The Employee shall receive three (3) full days off with pay if a member of his immediate family dies. Immediate family shall mean spouse, mother, father, stepmother, stepfather, children, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, or a member of the Employee's household. The Employee shall have to attend the funeral or services to be eligible for bereavement leave pay.

B. 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 grandparents, grandchildren, uncles, aunts, nephews and nieces. The Employee shall have to attend the funeral or services to be eligible for bereavement leave pay.

C. Employees: An Employee may receive one-half (1/2) day off with pay to attend the funeral of a fellow Employee, subject to the discretion of the department head.

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

days.

ARTICLE 19 - LEAVE OF ABSENCE

A. Leave of Absence: Any employee desiring a leave of absence from employment shall secure written permission from both the Union and the Employer. The maximum leave of absence shall be for thirty (30) days and may be extended for like periods not to exceed three extensions. Permission for extension must be secured from both the Union and the Employer. During the period of absence, the employee shall not engage in gainful employment. Failure to comply with this provision shall result in the complete loss of seniority rights for the employees involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights. If an employee on leave of absence is replaced during the leave, then it is understood that the replacement will be terminated or reassigned when the leave is over.

B. Military Leave: Leave of absence shall be automatically granted all full-time Employees who are called or volunteer for military service, and such Employees shall, at the expiration of their military service, be returned to their former job under their former title and at the present salary rate without loss of seniority or employment rights.

C. Discontinuation of Benefits: Benefits shall not accrue while an Employee is on a leave of absence of twenty (20) work days or more, but insurance benefits may be retained if paid for in full by the Employee by the group policy payment due date.

D. Jury Duty: Any Employee covered by this Agreement who serves on a jury shall be paid by the County the difference between the earnings for such jury duty and his regular earnings, except in the case of Employees who report for jury duty but who are dismissed from serving on a jury on any day. Such Employees shall return to their job to complete the regularly scheduled work day. The County reserves the right to ask the Employee to be excused from jury duty. The normal fee paid to jurors by the County shall also be paid to any Employee, provided he is required to remain on jury duty after 5:00 p.m.

E. Witness Fees: Any Employee covered by this Agreement, who is subpoenaed to appear as a witness on behalf of the County in a Federal, State, or County Court shall be paid his 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 period. An Employee who is to appear as a witness in other legal matters may be granted a leave of absence without pay.

F. Educational Leave: All Employees may be allowed time off without loss of pay to attend any school or training class which is job-related, attendance to be determined at the earliest time the Employee's work schedule will permit. All costs of such courses shall be paid for by the County. The above provisions of this article must have the prior approval of the Park Director.

G. Training Sessions and Work Seminars: All Employees shall be required to attend training sessions and work seminars as designated by the Park Director. Employees may attend other conferences and meetings as mutually agreed by the Employee(s) and the supervisor. All time spent attending the above mentioned shall be compensated at the Employee's regular rate of pay including travel time. Employees shall be reimbursed for meals and lodging, the amount to be decided prior to departure.

ARTICLE 20 - WAGES

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

ARTICLE 21 - LONGEVITY

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

Five (5) years - \$120.00	Twenty (20) years - \$480.00
Ten (10) years - \$240.00	Twenty-five (25) years - \$600.00
Fifteen (15) years - \$360.00	

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

B. Severance Benefit: Employees terminating employment in good standing or by reason of 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 if the Employee terminates prior to the 15th of the month. If the termination occurs after the 15th of the month, the longevity shall be computed to the end of the month the termination occurs.

ARTICLE 22 - RETIREMENT

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

ARTICLE 23 - MILEAGE AND EXPENSES

All Employees shall be reimbursed mileage, meals, lodging and incidental expenses in accordance with County Board policies.

ARTICLE 24 - TERM

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 (1) year periods thereafter unless either party, pursuant to this Article, has notified the other party in writing that it desires to alter or amend this Agreement at the end of the contract period.

B. Bargaining Procedure: Negotiations will commence no later than October 31st and proposals will be exchanged at the initial bargaining sessions.

ARTICLE 25 - ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties, and no verbal statements 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 parties further acknowledge that, during the negotiations which resulted in this 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 the opportunity are 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 26 - SAVINGS CLAUSE

If any article or section of this Agreement, or any addendum thereto, is held to be invalid by operation of law or 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 27 - CLOTHING ALLOWANCE

Effective April 1, 1997, the mechanic shall receive a clothing allowance, upon submission of receipts, of one hundred fifty dollars (\$150.00) per year for the purpose of purchasing coveralls and for the purpose of maintenance and upkeep of work clothing.

The park manager shall receive a clothing allowance, upon submission of receipts, of one hundred fifty dollars (\$150.00) per year for the purpose of purchasing uniforms as specified by the Park Director.

The County agrees to reimburse up to seventy-five dollars (\$75.00) per calendar year upon submission of receipts for the purchase of protective footwear to all regular full time employees. It is understood that employees required by State, Federal or local rule (Portage County Employee Safety Handbook) to wear protective footwear must wear them at all times. The employee must provide evidence of compliance of the protective footwear with the current ANSI standard (ANSI Z41-1991 "American National Standard for Personal Protection-Protective Footwear" as of the date of this agreement) in order to be eligible for the reimbursement. An eligible employee may carry over up to seventy-five dollars (\$75.00) of unused allowance into succeeding calendar years. Probationary employees will be eligible for the reimbursement upon successful completion of the probationary period. Employees shall be required to wear protective footwear within 30 days after date of ratification. Winter protective footwear shall be required by February 1, 2003.

The Parks Department will purchase uniforms within budget guidelines. Actual receipts shall be presented to the Parks Commission for final approval after approved by the Park Director or designee, payable as submitted.

ARTICLE 28 - EQUAL EMPLOYMENT OPPORTUNITY

The parties to this Agreement agree not to discriminate against any employee because of race, color, creed, sex, religion, national origin, disability, veteran, membership in the National Guard, State Defense Force, or any reserve component of the military forces of the United States or this State, union status, marital status, age or sexual orientation, arrest or conviction record as defined by 111.32 Wis. Stats., use of lawful products or political affiliation as provided by applicable federal and state statutes. When words are used in the masculine (e.g., he, his, him) they shall include the

feminine (e.g., she, her).

ARTICLE 29 - LABOR-MANAGEMENT COMMITTEE

The Parties shall establish a Labor-Management Committee to discuss matters of mutual concern.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ____ day of _____, 2009.

FOR THE COUNTY:

County Executive

County Board Chair

Human Resources Committee Chair

County Clerk

Human Resources Director

FOR THE UNION:

Business Representative

Steward

APPENDIX "A"

PORTAGE COUNTY PARKS DEPARTMENT

WAGE SCHEDULE

<u>Classification</u>	<u>1/1/09</u>	<u>6/28/09</u>	<u>1/1/10</u>	<u>6/27/10</u>
	2.0%	1.0%	2.0%	1.0%
Working Foreman	\$21.07	\$21.28	\$21.71	\$21.93
Equipment Specialist	\$21.08	\$21.29	\$21.72	\$21.94
Maintenance Technician	\$19.82	\$20.02	\$20.42	\$20.62
Park Manager*	\$19.82	\$20.02	\$20.42	\$20.62
Park Specialist	\$19.82	\$20.02	\$20.42	\$20.62

The park specialist will receive an additional \$0.30 per hour for all hours worked. The additional \$0.30 per hour is due to the schedule demands of the position. This position will be required to work a variety of shifts/hours some of which would be considered second or third shifts. This position will be required to work two weekends per month during the months of November through April and three weekends per month during the months of May through October.

Employee will be hired at 90% of base rate, and advance to 95% after 6 months, and 100% after 12 months. The County, in its sole discretion, may recognize prior experience when determining the initial salary for new employees.

Park Managers will receive a shift premium of \$0.30 per hour from Memorial Day to Labor Day for all hours worked after 5:00 p.m.

MEMORANDUM OF UNDERSTANDING

Agree by letter that is not attached to the labor agreement that the parties agree to request one of the following arbitrators from the staff of the Wisconsin Employment Relations Commission in the event an arbitrator is needed:

John Emery
Marshall Gratz
William Houlihan
Karen Mawhinney
Richard McLaughlin

/s/ Bob Russell Date: 3-14-06
Bob Russell
Business Representative

/s/ Laura Belanger Tess Date: 3-14-06
Laura Belanger Tess
Human Resources Director

Portage County Drug and Alcohol Testing

I. STATEMENT OF POLICY

Portage County recognizes that the use and/or abuse of alcohol or controlled substances by drivers of commercial motor vehicles present a serious threat to the safety and health of the driver and the general public. It is the policy of Portage County that its drivers should be free of drugs and alcohol. In order to further the County's goal of obtaining a drug-free and alcohol-free transportation system, and to come into compliance with the Omnibus Transportation Employee Testing Act of 1991 as amended and revised, Portage County has implemented a drug and alcohol testing program which is designed to help reduce and avoid traffic accidents and injuries to the County's employees and the public, to discourage substance and alcohol abuse, and to reduce absenteeism, accidents, health care costs, and other drug and alcohol related problems.

II. PURPOSE

The Department of Transportation (DOT) and the Federal Highway Administration (FHWA) have issued Federal Regulations (49 CFR Parts 40 and 382) implementing the provisions of the federal Omnibus Transportation Employee Testing Act of 1991 which has been amended and revised which requires alcohol and controlled substance testing of drivers who are required to have a commercial driver's license. These Regulations include detailed procedures for pre-employment investigation and urine drug testing and breath alcohol testing of employees in safety-sensitive positions and outlines the responsibilities of the employer, Portage County. The purpose of this Policy, then, is to establish an alcohol and controlled substances testing program to help prevent accidents and injuries resulting from the misuse of these substances by drivers of commercial motor vehicles and to establish guidelines to maintain a drug and alcohol free workplace in compliance with the Drug-Free Workplace Act of 1988, as amended. Consequently, Portage County has established the following alcohol misuse prevention program and anti-drug program as well as the subsequent enforcement of violations for its employees conducting safety-sensitive job functions. Employees should also refer to the County's Drug Free Workplace Policy, which addresses the strict enforcement of workplace controlled substances and alcohol usage.

III. COVERAGE

For purposes of this Policy, Portage County and the DOT strictly prohibit the use of alcohol and/or controlled substances by its employees, applicants for employment, volunteers and any person designated in a DOT agency regulation as subject to drug and/or alcohol testing who are seeking to begin performing, performing, ready to perform, or ceasing to perform the following safety-sensitive functions:

1. Regular operation of a commercial motor vehicle;
2. Occasional, casual or intermittent operation of a motor vehicle; and
3. Directly supervising employees who perform safety-sensitive job functions, and the supervisors are required to have a CDL.

IV. PROHIBITED CONDUCT

Federal Regulations prohibit employees performing safety sensitive functions from engaging in the following conduct:

1. Using or possessing alcohol while on duty. Note: Federal Regulations include non-prescription and prescription medications containing alcohol in the substances banned from use or possession in the workplace. Therefore, employees should not report for duty while using or possessing prescription medication if such medication contains any measurable amount of alcohol;

2. Using alcohol within eight (8) hours following an accident, if the employee was required to be tested, unless earlier test results in a reading of less than 0.02;
3. Reporting for duty or remaining on duty while having an alcohol concentration of 0.04 or greater;
4. Consuming any amount of alcohol within four (4) hours before reporting for duty;
5. Using controlled substances while on duty, unless the use is pursuant to the instructions of a physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a commercial motor vehicle and providing it is not contrary to No. 1 above;
6. Reporting for duty or remaining on duty if the employee tests positive for controlled substances; or
7. Refusing to submit to any alcohol or drug testing required by this Policy.

In addition, Portage County's Policies prohibit all employees from engaging in the following conduct:

1. Consuming, dispensing, distributing or receiving alcohol and controlled substances while on duty;
2. Possession of controlled substances while on duty;
3. Reporting for duty or remaining on duty while under the influence of alcohol or any time there is a quantifiable presence of a prohibited drug in the body above the minimum threshold defined in 49 CFR PART 40, as amended;
4. Deliberately misusing this policy in regard to subordinates; and
5. Providing false information in connection with a test, or who is suspected of falsifying test results through tampering, contamination, adulteration, or substitution.

Any employee who violates the rules set forth is subject to discipline up to and including termination.

V. REQUIRED TESTS

Refusal to take a required test will result in removal of that employee from the employee's assignment(s), which, in turn, may result in discipline.

Testing must be conducted in the following situations:

1. **Pre-employment Testing** – Any individual not currently employed by Portage County who is applying for a safety-sensitive position shall be required to undergo drug and alcohol testing after a conditional offer of employment has been made.

Prior to the first time an existing employee performs safety-sensitive functions for Portage County (i.e., new position, job transfer, promotion, new duties, etc.), the employee shall be required to undergo testing for alcohol and controlled substances and to furnish a release of all information pertaining to the applicant's information during the period two years prior to the date of the employee's application/transfer to the safety sensitive position. The following information must be released: the results of any alcohol test with a result of .04 or higher alcohol concentration; Verified positive test results, refusals to be tested (including verified adulterated or substituted drug test results), other violations of DOT agency drug and alcohol testing regulations, documentation of the employee's successful completion of DOT return to duty requirements (including follow-up tests). If the previous employer does not have information about the return-to-duty process (e.g. an employer who did not hire an employee who tested positive on a pre-employment test), Portage County shall seek to obtain this information from the employee. No

person shall be permitted to perform safety sensitive functions on behalf of Portage County who does not release this information to Portage County.

Any applicant or existing employee who refuses to undergo such alcohol or drug testing will be disqualified from further consideration for employment in that safety-sensitive position at that time. The applicant or existing employee can be considered for employment at a later time (unless they refuse to be tested in the future as well).

2. Reasonable Suspicion Testing – Reasonable suspicion means suspicion based on a specific, contemporaneous, articulatory observation by a trained supervisor or other trained Portage County representative concerning the appearance, behavior, speech or body odors of an employee, including indications of the chronic and withdrawal effects of controlled substances. Reasonable suspicion drug or alcohol testing will only occur under these rules if the supervisor’s observations are made during, just before, or just after the time the employee is performing work in a safety-sensitive position.

- a. In a situation where an employee is either acting in an impaired manner or the supervisor has Reasonable suspicion to believe the employee is using or under the influence of alcohol or drugs, the supervisor may order the employee to undergo a drug or alcohol test. The supervisor may, but need not, seek a corroborating opinion from another supervisor prior to immediately removing the employee from the job and sending the employee for drug or alcohol testing.
- b. Once the employee has been removed from the job, the supervisor is to contact the Human Resources Director. If contact cannot be made at that time, the supervisor is to proceed through the next step of this procedure and make contact with the Human Resources Director as soon thereafter as possible.
- c. The supervisor is to then take the employee to the collection site for drug and/or alcohol testing immediately, but no later than eight (8) hours for an alcohol test or twenty-four (24) hours for a drug test, of having determined that there is reasonable suspicion determination, the supervisor will complete a report explaining the reason for the delay in conducting the drug or alcohol test. The supervisor is to wait at the hospital with the employee until the breath test has been completed or the urine sample has been taken. If the alcohol tests is not conducted within eight (8) hours after the supervisor makes such reasonable suspicion determination, or if the drug test is not conducted within twenty-four (24) hours after such determination, the supervisor will complete a report explaining the reasons why the test was not conducted. An employee who is subject to testing shall remain readily available for such testing or may be deemed by Portage County to have refused to submit for testing.
- d. Once the alcohol testing has been completed and a positive confirmation test result has been received (0.02 percent or above).

The employee will be advised not to report for work as the employee will be placed on administrative leave without pay. If a urine test has been administered, Portage County will contact the employee once the test results are known and a decision has been made on the employee’s status.

- e. The results of the drug or alcohol testing will be sent directly to the Human Resources Director. When the results are obtained, the employee’s supervisor and department head will meet with the Human Resources Director to determine the appropriate course of action to be taken. This is a confidential process. Test results will be held strictly confidential and are not to be discussed or shared with anyone who does not need to know. Likewise, a supervisor must not discuss the suspected reason for a referral or discipline action with anyone who does not need to know.

- f. Once the test has been completed and the employee has been sent home, the supervisor must Submit a written report to the Human Resources Director outlining, in detail, the event and the behavior observed that led the supervisor to believe the employee was under the influence of alcohol and/or drugs. This report must be done within 24 hours of the testing.

3. Random Testing – Random alcohol and drug testing will be conducted just before, during or just after an employee’s performance of safety-sensitive duties. The employee will be randomly selected for testing from a “pool” of employees subject to testing. The testing dates and times are unannounced and will occur with unpredictable frequency throughout the year.

The minimum annual percentage rate for random alcohol testing shall be 25 percent and the minimum annual percentage rate for random drug testing will be 50 percent of the average number of employees in safety-sensitive positions. Portage County reserves the right to either increase or decrease the minimum annual percentage rate for random alcohol and drug testing based upon by the Federal Highway Administration and the Federal Regulations implementing drug and alcohol testing in the transportation industry.

The selection of employees for random testing shall be made by St. Michael’s Hospital, using a scientifically valid method. This method will be a random number table of a computer-based random number generator that is matched with the employee’s social security numbers. Under this selection process, each employee will have an equal chance of being tested each time selections are made. As a result, some employees may be tested more than once each year, while other employees may not be tested at all. Rules and reasonable suspicion testing above (d, e, f, and g) also apply to Random Testing.

In the event an employee tests positive for either alcohol or controlled substances, the employee will be subject to disciplinary action.

4. Post-Accident Testing - As soon as practicable following an accident involving a commercial motor vehicle, Portage County shall test an employee driver for alcohol and controlled substances in the following situations:

- a. The accident involved the loss of human life, or
- b. An individual suffers a bodily injury which requires medical treatment beyond simple first aid, or
- c. One or more vehicles incurs disabling damage as the result of the occurrence; or
- d. The employee receives a citation under state or local law for a moving traffic violation arising from the incident.

The alcohol breath test must be administered as soon as possible, but no later than eight (8) hours following the accident, and the drug test must be administered within thirty-two (32) hours of the accident. If the alcohol test is not administered within two hours (2) hours of the accident, the supervisor will complete a report explaining reasons for the delay in conducting the test. If the alcohol test is not administered within eight (8) hours of the accident or if the drug test is not administered within thirty-two (32) hours of the accident, the supervisor will complete a complete report explaining why the test was not conducted.

An employee who is subject to post-accident testing shall remain readily available for such testing or may be deemed by Portage County to have refused to submit to testing. Rules under Reasonable Suspicion Testing above (2d, e, f, and g) also apply to Post-accident testing.

5. Return-to-Duty/ Follow-Up Testing

Portage County will ensure that before an employee returns to duty requiring the performance of a safety-sensitive job function after engaging in conduct prohibited by the Federal Regulations in Part IV above, the driver shall undergo a return-to-duty alcohol and/or controlled substance test with a result indicating an alcohol concentration of less than 0.02 and a verified negative result for controlled substance use. In any event, an employee will not be allowed to return to duty without first having been evaluated by Portage County's EAP in order to determine the employee's fitness-for-duty. Such follow up actively may be required if an employee has engaged in conduct prohibited by County Policy in Part IV above.

Following a confirmed positive test, Portage County will ensure that the employee is subject to unannounced follow-up alcohol and/or controlled substances testing in consultation with a substance abuse professional. Consequently, the employee will be given at least six (6) random tests during the 12-month period after returning to duty with the possibility of follow-up testing for up to 60 months after the employee returns to duty.

VI. TESTING PROCEDURES

Portage County has entered into an alcohol and drug testing agreement with Saints Health Services and St. Michael's Hospital. Testing may be done on both urine and breath (blood and alcohol may also be required). All drug and alcohol testing will be conducted in conformance with the procedures and rules established by the federal Omnibus Transportation Employee Testing Act of 1991 and its implementing regulations as they may be amended and revised.

1) Alcohol Testing

Employees will be required to submit to breath testing using an approved evidential breath-testing (EBT) device. A certified breath alcohol technician (BAT) will administer an initial screening test.

If the employee tests positive for alcohol, then the BAT will conduct a confirmation test. Portage County will take action based only upon the positive results of the confirmation test, 0.04 or greater. All procedures and steps used in conducting both the initial and confirmation tests will be performed in conformance with the Federal Law and Federal Regulations.

1. Preparation for Breath Alcohol Testing

The following procedures summarize the procedures established by the Federal Highway Administration regulations implementing drug and alcohol testing under the Federal Law. These procedures are not binding and are subject to change in the event the Federal Highway Administration or other government agency changes the regulations on drug and testing of employee in safety-sensitive positions.

- a. When the employee enters the collection site, the BAT will require him/her to Provide positive identification (i.e., photo I.D. or employer identification).
- b. The BAT will explain the test procedure
- c. Employees will be required to complete and sign various forms used to document testing process. Refusal to sign the test forms will be regarded as refusal to take the test.
- d. Employees will be instructed to blow forcefully into the mouthpiece for at least 6 seconds or until the EBT indicates that an adequate amount of breath has been obtained.
- e. If an employee tests positive during the screening test, the employee shall not eat, drink, put any object or substance in his or her mouth and, to the extent

possible, not belch during 20 minute waiting period before the confirmation test is conducted.

- f. Refusal by an employee to complete and sign the test form, to provide breath, to provide an adequate amount of breath, or other failure to cooperate with the testing process in a way that prevents the completion of the test will subject the employee to discipline up to and including termination.

In the event of conflicting results between the initial test and the confirmation test, the confirmation test results will determine the outcome of the test.

2. Blood Alcohol Testing

Blood alcohol testing is authorized only in the following circumstances:

- a. When this Policy or Federal Rules requires a post-accident or reasonable suspicion test, and an EBT is not readily available for screening or confirmation test, or if there is an EBT available only for a screening test.
- b. When an employee attempts and fails to provide an adequate amount of breath, blood alcohol testing may be used for both screening and confirmation test purposes.

Upon the conclusive finding of a positive (0.04 or greater) blood alcohol test result, the employee has 72 hours in which to request a test of the split specimen. (For explanation of “split specimen”, refer to TESTING FOR CONTROLLED SUBSTANCES section below.) An employee, who fails to notify the medical review officer (MRO) within 72 hour of receiving the results of the positive test of the employee’s desire to have the split specimen tested, shall be deemed to have waived the employee’s right to seek testing of the split specimen.

Pending receipt of the result of the analysis of the split specimen, the employee shall not perform safety-sensitive functions, unless the employee has met conditions set forth in this Policy for a return to safety-sensitive functions following a test result of 0.04 or greater.

All blood alcohol testing will be conducted in the conformance with the procedures established by the Federal Regulations.

3. Results Of Positive Test

Any employee who tests positive for alcohol concentrations of 0.02 or higher is subject to discipline.

If a confirmation alcohol test measures 0.04 or greater, Portage County is required to:

- a. Remove the employee from the safety-sensitive position;
- b. Before returning the employee to employment, take the following steps:
 - 1) Refer the employee to Portage County’s EAP for assessment and a determination of whether

participation in a treatment program is necessary.

- 2) Obtain a verification from a substance abuse professional that the employee has complied with any required rehabilitation or treatment program; and
 - 3) Re-test to verify the employee's alcohol concentration level is below 0.02;
- c. The employee will subsequently be given at least six (6) random tests during the next year with the possibility for follow-up testing for up to 60 months.

If the confirmation test level is between 0.02 and 0.039, the employee will be removed from the safety-sensitive position for minimum of 24 hours following the administration of the test.

In the event that an employee is required to comply with breath testing as a result of law enforcement investigation, the employee must submit to the examination. The test will be considered enforceable for purposes of this Policy if the testing officer is qualified BAT and the EBT that was used for the test has been certified by the State of Wisconsin or a local law enforcement agency.

2) Testing For Controlled Substances

Portage County has established its anti-drug program through its Drug Free Workplace Policy which strictly prohibits the unlawful manufacture, distribution, dispensing, possession or unauthorized use of a controlled substance in the workplace. Furthermore, any abnormal conduct that may create a reasonable suspicion that an employee is under the influence of a controlled substance is addressed in the "Reasonable Suspicion Testing" section described previously in this Policy.

For purposes of this Policy and Federal Regulations, Portage County will utilize a 5-panel drug screen consisting of the following drugs:

1. Marijuana metabolites
2. Cocaine metabolites
3. Amphetamines
4. Opiate metabolites
5. Phencyclidine (PCP)

Drug testing is conducted by analyzing an employee's urine specimen (through a certified testing lab). This procedure will include use of a split specimen testing procedure. Each urine specimen is subdivided into two bottles labeled as "primary" and a "split" specimen. Both bottles will be sent to a certified lab. Only the "primary" specimen is opened and used for the urinalysis. The split specimen bottle will remain sealed and stored at the lab. If the analysis of the primary specimen confirms the presence of illegal, controlled substance, the employee has 72 hours to request the split specimen be re-tested at the same lab or be sent to another certified laboratory for analysis, at the employee's expense. An employee who fails to notify the medical

review officer (MRO) within 72 hours of receiving the results of the positive test of the employee's desire to have the split specimen tested shall be deemed to have waived the employee's right to seek testing of the split specimen.

In some cases the employee may be unable to provide a urine specimen.

After a reasonable waiting period (not to exceed one hour) the supervisor may terminate the testing procedure. Portage County will proceed with laboratory testing based upon blood specimen alone.

1. Preparation For Drug Testing

The following procedures summarize the procedure established by the Federal Highway Administration regulations implementing drug testing under the federal law. These procedures are subject to change in the event the Federal Highway Administration or other government agency changes the regulations on drug and alcohol testing of employees in safety-sensitive positions.

- a. When the employee enters the collection site, the employee will be required to provide positive identification (i.e., photo I.D. or employer identification)
- b. The employee will be instructed to provide at least 45 ml of urine under the split sample method of collection. This will be done in a specifically designed "donor" bathroom.
- c. The urine sample shall be divided into a primary specimen (30 ml) and a split specimen (15ml).
- d. If the test result of the primary specimen is positive, the employee may request, within 72 hours of receiving the positive test result, that the medical review officer (MRO) direct that the split specimen be tested in the same or a different DHHS-certified laboratory for present of the drug(s) for which a positive result was obtained in the test of the primary specimen.
- e. An employee will be removed from the safety-sensitive position pending the result of the test of the split specimen.
- f. If the result of the test of the split specimen fails to confirm the presence of the drug(s) or drug metabolite(s) found in the primary specimen, the MRO shall cancel the test.
- g. Employees will be required to complete and sign various Forms used to document the testing and chain of custody process. Refusal to sign the form(s) will be regarded as a refusal to take the test.
- h. Refusal by an employee to complete and sign the test and chain of custody forms, to provide urine, to provide an adequate amount of urine (to be decided on a case-by-

case basis), or other failure to cooperate with the testing process in a way that prevents the completion of the test will be considered grounds for disciplinary action.

In the event of conflicting results between the initial test and the confirmation test, the confirmation test will determine the outcome of the test.

2. Results of Positive Test

Any employee who tests positive for controlled substances is subject to discipline.

As with an alcohol misuse violation, Portage County is required to act upon a positive drug test in the following manner:

- a. Remove the employee from the safety-sensitive position. This removal will only take place after the employee has been allowed to meet or speak with a medical review officer (MRO) to determine that the positive drug test did not result from the authorized use of a controlled substance.
- b. Refer the employee to Portage County's EAP for assessment and subsequent compliance with the recommended rehabilitation after a determination of a drug problem has been made;
- c. Employee must be evaluated by a substance abuse professional or MRO and determined to be fit to return to work prior to the release of the employee; and
- d. Employee must have a negative result on a return-to-duty drug test. Follow-up testing to monitor the employee's continued abstinence from drug use will be required.

VII. PRESCRIPTION DRUGS

Before performing work-related duties, employees must notify their supervisor if they are taking any legally prescribed medication, therapeutic drug, or any non-prescription drug which contains any measurable amount of alcohol or which carries a warning label that indicates the employee's mental functioning, motor skills, or judgement may be adversely affected by the use of this medication. A written report of this notification is to be filed by the supervisor with the Human Resources Department. It is the responsibility of the employee to inform his/her physician of the type of safety-sensitive function that the employee performs in order that the physician may determine if the prescribed substance could interfere with the safe and effective performance of the employee's duties or operation of County equipment. However, as required by the Federal Regulations, any employee who uses or possesses medication containing alcohol will be removed from his/her position, and subject to the provisions of this Policy, even though the reason for the positive alcohol test is the fact that the employee's prescription medication contains alcohol.

A legally prescribed drug is one where the employee has a prescription or other written approval from the physician for the use of the drug in the course of medical treatment. The prescription must include the patient's name, the name of the substance, quantity/amount to be taken, and the period of authorization. The misuse or abuse (non-therapeutic use) of legal drugs while performing County business is prohibited by County policy.

VIII. CONFIDENTIALITY OF RECORDS

Portage County respects the confidentiality and privacy rights of all its employees. Accordingly, the results of any test administered under this Policy and the identity of any employee participating in Portage County's EAP or other assessment or treatment program will not be revealed by Portage County to anyone except as required by law. Portage County will release an employee's records as directed by the express written consent of the employee authorizing release to an identified person. In addition, Portage County will ensure that any lab or agency used to conduct testing under this Policy will maintain the confidentiality of employee test records. However, the lab or testing agency will disclose information related to a positive drug or alcohol test of any individual to the County. The County may disclose this information to the employee or the decisionmaker in a lawsuit, grievance, or other proceeding by or on behalf of the individual which arises from any action taken in response to a positive drug or alcohol test; or as required by law, including court orders or subpoenas.

The medical review officer (MRO) will not reveal individual test results to anyone except Portage County relevant information as to whether the employee is qualified to perform safety-sensitive functions or whether the employee has tested positive for alcohol or a controlled substance. The County may disclose this information to the employee or the decisionmaker in a lawsuit, grievance, or other proceeding on behalf of the individual which arises from any action taken in response to a positive drug or alcohol test; or as required by law, including court orders or subpoenas; or upon the tested employee's written authorization or consent.

All records related to drug and alcohol tests of individual employees will be maintained in individual files separate from employee's personnel file. These records will be stored in a locked cabinet under the custody of the Human Resources Director and access will only be allowed to those employees who have a legitimate need to review the records of particular employees.

Questions: Any employee having questions with respect to the scope of this policy and its contents may contact the Human Resources Director or designee, the Designated Employer Representative, at 346-1327.

Drivers License Policy

Purpose

To provide uniform application of State and Federal regulations which apply to County employees who must possess either regular or commercial drivers license privileges as an essential function of their job/assignment.

Definitions

- A. Drivers License - Every person who operates a county owned or personal vehicle during the course of their employment must possess a valid State of Wisconsin Drivers License.
- B. Commercial Drivers License (CDL) - Every person who operates a commercial motor vehicle must have valid commercial drivers' license privileges to include maintaining all required endorsements.
 - 1. Commercial Motor Vehicle (CMV) is defined as follows:
-to include all vehicles listed or outlined by State and Federal Law as a Commercial Motor Vehicles as those laws or regulations may be amended from time to time.
 - 2. Commercial Vehicle Classes/Endorsements:
-to include all classes of vehicles and endorsements listed or outlined by State and Federal Law as a Commercial Motor Vehicle classes or endorsements as those laws or regulations may be amended from time to time.
- C. County Positions Requiring A Commercial Drivers License:
 - 1. All Portage County Parks Department Regular Employees
 - 2. All Highway Department Regular Employees (except office staff)
 - 3. All other employees required to operate a Commercial Motor Vehicle by Portage County

Penalties for Disqualification/ Suspension/ Revocation of Commercial Drivers License or Endorsements:

- A. Disqualification, suspension and/or revocation of the Drivers License or the Commercial Drivers License and the inability to obtain a occupational license (other than as outlined below) will result in loss of employment. This applies to loss of license due to offenses on or off duty.
- B. Operating while intoxicated (OWI) in a commercial motor vehicle (whether the offense occurs on or off-duty):
 - 1. Conviction of driving with a .04 blood alcohol concentration (BAC) and/or conviction of an OWI in a commercial motor vehicle will result in loss of employment.
- C. Operating while intoxicated (OWI) in a non-commercial motor vehicle (whether the offense occurs on or off-duty):
 - 1. First Offense - Mandatory Employee Assistance Program (EAP) assessment or compliance with court ordered alcohol assessment. An employee shall be eligible to utilize accrued paid leave in the event of a qualifying illness/injury related to offense. An unpaid disciplinary suspension shall be imposed concurrent with any waiting period for occupational license, not to exceed sixty (60) days.
 - 2. Second Offense - Loss of Employment.

- D. Any of the following actions will result in disciplinary action (this list is not intended to be all-inclusive)
1. Possession or consumption of any alcohol while on duty.
 2. Operation of a commercial vehicle within four (4) hours of consuming alcohol.
 3. Measurable blood alcohol concentration above zero while operating a CMV
 4. Deliberate action to conceal a change in status of driving privileges.
 5. Use and/or possession of illegal drugs while on duty.
 6. Failure to notify the County (immediate supervisor) of the use of a prescription drug, which is known to impair driving ability.

Evaluation of the Current Status of Drivers License and Commercial Drivers License

- A. All employees subject to driving eligibility as a condition of employment will be registered with the Division of Motor Vehicles, Wisconsin Employer Notification Program.
- B. All driving records of employee required to possess a valid drivers license as a condition of employment will have their driving records evaluated biannually.

EMPLOYEE ACKNOWLEDGEMENT FORM

Detach and return this page to the Human Resources Department after you have received employee training or Portage County's Drug and Alcohol Testing Policy and have received a copy of the Policy.

I acknowledge that I have received training and a copy of Portage County's Drug and Alcohol Testing Policy on the date indicated below.

Signed: _____

Date: _____