

**WORKING AGREEMENT**  
**BETWEEN**  
**SAWYER COUNTY**  
**AND**  
**SAWYER COUNTY HIGHWAY DEPARTMENT EMPLOYEES**  
**INTERNATIONAL UNION OF OPERATING**  
**ENGINEERS LOCAL 139, AFL-CIO**

**January 1, 2010 – December 31, 2011**

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## PREAMBLE

Sawyer County, through its County Board and the appropriate committee designated by the County Board, hereinafter "County" or "Employer" and the Sawyer County Highway Department Employees International Union of Operating Engineers, Local No. 139, AFL-CIO, hereinafter referred to as "Union" representing employees covered by this Agreement do hereby reach the following Agreement.

## ARTICLE 1 - RECOGNITION

The County recognizes the Union as the exclusive collective bargaining agent for all regular full-time and regular part-time employees of the Sawyer County Highway Department excluding the Commissioner, Patrol Superintendent, Office Manager and summer seasonal employees employed between May 15th and September 15th for the purpose of conferences and negotiations with the County or its authorized representative on questions of wages, hours or other conditions of employment.

## ARTICLE 2 - MANAGEMENT RIGHTS

The County possesses the sole right to operate the Highway Department and all management rights repose in it, subject to the provisions of this contract and applicable laws. These rights include the following:

- A. To direct all operations of the Department;
- B. To establish reasonable work rules;
- C. To hire, promote, schedule and assign employees to positions within the Department in accordance with the terms of this Agreement;
- D. To relieve employees from their duties subject to other provisions in the contract;
- E. To maintain efficiency of Department operations;
- F. To take whatever reasonable action is necessary to comply with state or federal law;
- G. To introduce new or improved methods or facilities or to change existing methods or facilities provided if such affects the wages, hours or working conditions of the employees, the Union will be notified in advance;
- H. To determine the kinds and amounts of services to be performed as pertains to Departmental operations and the number and kind of classifications to perform such services;
- I. To determine the methods, means and personnel by which Departmental operations are to be conducted;

- J. To take whatever reasonable action is necessary to carry out the functions of the County in situations of emergency;
- K. To contract out for goods and services provided such action shall not result in the layoff of bargaining unit personnel;
- L. To suspend, demote, discharge or take other disciplinary action against the employees for just cause.

The reasonableness of County action taken pursuant to this Article is subject to the grievance procedure.

### ARTICLE 3 - AGENCY SHOP

- A. Dues Deduction: The Employer agrees that each month it will deduct from the pay of all collective bargaining unit employees as established by the Union or a Fair Share Service Fee certified by the Union to be the employee's proportionate share of the cost of collective bargaining and contract administration and monthly remit the aggregate amount collected by such deductions to the Treasurer of the Union on or before the end of the month in which the deduction was made.
- B. 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.
- C. New Employees: As to new employees, such deduction shall be made from the first paycheck following the probationary period.
- D. List of Employees: The Employer will provide the Union with a list of employees from whom such deductions are made with each monthly remittance to the Union.
- E. Union Responsibility: The Union, as the exclusive representative of all the employees in the bargaining unit, shall represent all such employees, members and non-members, fairly and equally and all employees in the unit shall be required to pay, as provided in this Article, their proportionate share of the cost of collective bargaining and contract administration to the Union. No employee shall be required to join the Union, but membership in the Union shall be made available to all employees who apply consistent with the Union's Constitution and Bylaws. No employee shall be denied Union membership on the basis of race, creed, color, or sex. This Article shall conform with Chapter 111.70 of the Wisconsin Statutes.
- F. Tender of Defense: In the event Sawyer County is named a defendant in a lawsuit regarding the enforceability or validity of the agency shop provision of this contract the Union agrees that it will accept the defense of such lawsuit and properly defend the contractual provision. In the event Sawyer County is found to have engaged in an illegal activity pursuant to this contractual agreement, the Union agrees that it will reimburse the County for any monies it is required to pay to satisfy any judgment. If, through

inadvertence or error, the Employer deducts the wrong amount or fails to make a deduction which is properly due and owing from the employee's paycheck, an appropriate adjustment shall be made on the next paycheck of the employee and submitted to the Union.

- G. The number of employee representatives who may participate in the conduct of grievances, negotiations and matters concerning collective bargaining while in pay status shall be limited to three (3).

#### ARTICLE 4 - SENIORITY

- A. Probationary Period: All newly hired employees shall serve a twelve (12) month probationary period of continuous service to determine whether or not they are suited and qualified for the job. Absences of five (5) or more consecutive workdays shall extend the probationary period an additional number of days equal to the number of days of the absence. During this period, said employees may be discharged without recourse to the grievance procedure as defined in Article 6 unless such employee can prove the decision to discharge is arbitrary or capricious. In such event, the burden of proof is on the employee. The probationary period can be extended for an additional six (6) months by mutual agreement.
- B. Seniority: Seniority rights shall begin with the date of original appointment and shall not be diminished by temporary layoffs due to shortage of work, lack of funds, authorized leaves of absence, or any other contingency beyond the control of the parties to this Agreement. A seniority roster shall be posted on the shop bulletin board and kept up to date by the Employer. A copy of the seniority list shall be sent to the secretary of the Union. Time spent in the armed forces of the United States shall not diminish the seniority of any employee; provided, however, that said employee returns to work within ninety (90) days from the date of his discharge from service.
- C. All employees shall be classified in the various job classifications and job groupings as listed in Appendix "A" to this contract. Classified employees, while working in a job classification with a lower rate of pay will not receive less than their classified rate of pay. While working in a job classification with a higher rate of pay, said employee will receive that higher rate of pay. The classification of all employees as of January 1, 1981, shall be set forth in a side letter.

As long as work is available in any particular job classification, employees who are classified in that particular classification shall perform that work. In the event that insufficient work is available in a job classification, the Employer may use its discretion in placing employees into another job classification. If additional help is needed and/or employees in that classification or basic rate of pay are not available, the Employer may use its discretion in placing employees on that job.

In the event a classified employee bids on a posted position with a lower rate of pay than his/her classified rate, that employee shall be so re-classified and shall receive that lower rate of pay.

- D. Management will assign employees to fill all established plow routes for the winter season. Placement on routes will take place as follows:
1. Truck Routes: Classified truck drivers and patrolmen will fill their assigned County and State routes, respectively. If not enough employees are available in that shop location, employees will be used from the next closest available shop by seniority.
  2. Grader Routes: Classified grader operators will fill assigned grader routes on State and County roads.

Drivers assigned to County and State plow routes will be responsible for plowing, salting, patrolling and other activities concerning their roads. In the case of an absence on a route, the plow route will be filled using personnel from the same shop by seniority. If not enough personnel are available from that shop location, the route will be filled using the next closest shop by seniority.

Management reserves the right to alter and combine routes in the case of equipment failure or breakdowns.

- E. Job Postings: All job vacancies or new positions shall be posted on the shop bulletin board at least seven (7) working days prior to the filling of such vacancy or new position. Employees with greater seniority shall have preference on all jobs except for the Leadman and Foreman positions provided they are qualified for the position to be filled. Probationary employees are not eligible to post for positions. The successful bidder for a new job shall serve a twenty (20) working day trial period to determine whether or not he/she is suited and qualified for the position.
1. Foreman: The Foreman shall be selected by the Highway Commissioner and Highway Committee based on employee qualifications.
  2. Leadmen: The selection for the Leadman position(s) shall be made based on department need, employee qualifications, and seniority. Leadmen shall be assigned for construction, culverts, and blacktop (including cracksealing) projects, as needed. Leadman pay will only apply when the employee is actually performing Leadman duties. Leadmen shall be selected by the Highway Commissioner and Highway Committee. When Leadmen are assigned to projects other than construction, culverts and blacktopping, selection shall be based on seniority of the Leadmen (including alternates). The Leadmen shall serve a six (6) month trial period.

If an employee satisfactorily completes the trial period, he/she shall be reclassified into the new position. In the event an employee is considered not qualified for the new position or if the employee requests it, he/she may be returned to his/her former position without loss of seniority rights. Whether an employee is qualified shall be subject to the grievance procedure. Nothing in this Section shall prohibit the County from publicly advertising the position concurrently with the posting.

An employee who successfully posts into a vacancy shall not be permitted to post again for one (1) year from the first day of work in his/her new position, except in the sole discretion of the County.

All newly hired employees shall be classified as Utility Persons while serving their probationary period unless a specific classification was posted and either:

1. No one within the bargaining unit posted for the position or;
2. No one within the bargaining unit was qualified for the position.

In those instances, the County may advertise the specifically classified position and the new hire could be classified for that position at the start of their employment, provided they work in the classified position immediately or, in the case of seasonal work, at the start of the season where the position is utilized.

- F. Exceptions - Special Assignments: If the employees of certain classifications are needed and employees who are in this classification or basic rate of pay are available, the more senior employee, with the approval of the Commissioner, may be placed on the job without posting such job provided such assignment is reasonable under all circumstances then known. Emergency jobs need not be posted if senior qualified employees are available for the job.
- G. Layoff: Whenever it becomes necessary to lay off employees, in whole or in part, they shall be laid off in inverse order of their length of service and when so laid off, shall possess re-employment rights as defined herein. The County, at its sole discretion may exempt one (1) individual from layoff during the contract year. The County will provide a two (2) week notice of layoff.
- H. Recall Rights: Whenever it becomes necessary to employ additional employees in vacancies or new positions, subject to the provisions of this Agreement, former qualified employees who are physically and mentally able, who have rendered satisfactory service and who have been laid off or separated from their services without misconduct or delinquency on their part, shall be entitled to be re-employed in such vacancies or new positions in preference to all other persons. In the event an employee recalled to a position is filling a new position, he/she shall be required to serve a twenty (20) working day trial period to determine whether he/she is qualified for the position. Employees who voluntarily terminated their employment shall be deemed to have lost all seniority rights and if re-employed shall be considered as new employees. In no event shall new employees be hired until all regular employees are regularly employed. Employees who

have been laid off shall have recall rights for three (3) years from the effective date of the layoff.

- I. Any employee who feels that his/her seniority has been violated in connection with the letting of any job may file a grievance with the Union grievance committee, and the matter will be handled according to the grievance as outlined in Article 6.

#### ARTICLE 5 - DISCIPLINE AND DISCHARGE

- A. The parties recognize the authority of the Employer to initiate disciplinary action against employees, provided such disciplinary action is for just cause.
- B. The Employer recognizes the principle of progressive discipline when applicable to the nature of the misconduct giving rise to the disciplinary action.
- C. An employee who has successfully completed his/her probationary period shall be entitled to appeal any disciplinary action through the grievance procedure.
- D. If any disciplinary action is taken against an employee, both the employee and the Union will receive copies of this disciplinary action.

#### ARTICLE 6 - GRIEVANCE PROCEDURE

- A. Definition of a Grievance: A grievance shall mean a dispute concerning the interpretation or application of this contract or concerning any question regarding wages, hours and working conditions or other conditions of employment.
- 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. Employees and their Union representatives filing a written grievance agree to make a good faith effort to comply with the requirements of this section, but their failure to do so will not invalidate their written grievance.
- 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 consent in writing. It is understood that the time limits set forth in this Article are substantive and failure of the grievant to file and process the grievance within the time limits set forth in this Article shall be deemed a settlement and waiver of the grievance. In the event the Employer fails to respond to the grievance in a timely manner, the grievant may proceed to the next step of the procedure.

D. Settlement of Grievance: Any grievance shall be considered settled at the completion of any step in the procedure if all parties concerned are mutually satisfied. Dissatisfaction is implied in recourse from one step to the next.

E. Steps in the Procedure:

Step 1: The grievant, or with a representative, shall orally explain his/her grievance to his/her immediate supervisor no later than seven (7) calendar days after he/she knew or should have known of the cause of such grievance. The work of the County shall not be interrupted by the processing of a grievance, except that if an issue concerning employee safety is involved, the employee may submit his/her oral grievance and request that it be answered as soon as possible. The supervisor shall, within four (4) calendar days, orally answer the grievant and the representative where applicable, of his/her decision.

Step 2: If the grievance is not settled at the first step, the grievant and/or representative, shall prepare and file a written grievance with the department head, or his/her designee, within seven (7) calendar days. The department head will further investigate the grievance and submit his/her decision to the employee and his/her representative in writing within seven (7) calendar days after receiving written notice of the grievance.

Step 3: If the grievance is not settled at the second step, the grievant and/or the Union grievance committee may appeal the written grievance to the Highway Committee within fourteen (14) calendar days after receipt of the written decision of the department head. The parties shall meet at a mutually agreeable time and place to discuss the grievance. Following said conference, the Highway Committee shall respond in writing within fourteen (14) calendar days.

F. Arbitration:

1. General: If the grievance is not settled at the third step, the Union may proceed to arbitration by informing the Committee in writing, within fourteen (14) calendar days following the written response of the Highway Committee, that they intend to do so.

2. Selection of Arbitrator: The parties shall attempt to select a mutually agreeable Arbitrator and should they be unable to do so within fourteen (14) calendar days from the date the Union notified the Committee that they intend to proceed to arbitration, the parties may jointly or individually request the Wisconsin Employment Relations Commission to provide an impartial Arbitrator from their staff to hear the grievance.

3. Hearing - Decision: The Arbitrator shall meet with the parties on a mutually agreeable date to review the evidence and hear testimony relating to the grievance. Upon completion of the review and hearing, the arbitrator shall render a written decision to both the County and the Union which shall be final and

binding on both parties. The Arbitrator shall not modify, add to or delete from the express terms of this Agreement.

4. Expenses: Each party shall bear its own expenses involved in the preparation of its case. Both parties shall equally bear the cost of the Arbitrator, if any, including travel, lodging and meals, etc.
5. Transcript: The necessity of a transcript at arbitration hearing is not always constant. The parties agree that if a transcript is necessary, the parties shall share the cost of that transcript. If the Arbitrator requires a transcript, the parties shall share the cost equally. If either side desires a transcript, he/she may request a transcript be provided and if the other party refuses to share equally in the cost of that transcript, he/she may not have access to it in the development of his/her written arguments.

#### ARTICLE 7 - HOLIDAYS

- A. Holidays: All employees shall receive the following holidays with pay at the regular rate:

New Year's Day	Veteran's Day
Thanksgiving Day	Memorial Day
December 24 <sup>th</sup>	July 4 <sup>th</sup>
December 25 <sup>th</sup>	Friday before Easter
Labor Day	Day after Thanksgiving

- B. In addition, all employees shall have one (1) floating holiday to be selected pursuant to the vacation selection procedure (Article 8, E).
- C. Weekend Holidays: If a holiday falls on a Saturday, the preceding Friday shall be the holiday. If the holiday falls on a Sunday, the following Monday will be the holiday.
- D. Eligibility: It is agreed that the employee must be on pay status the work day before and the work day following the holiday.

#### ARTICLE 8 - VACATIONS

- A. Vacation Benefit: Regular full-time employees of the Highway Department who have completed six (6) months of employment shall receive the following vacation benefits with pay:

<u>Length of Service</u>	<u>Vacation Benefit</u>
At least 6 months, but less than 1 year	6 working days
After 1 year	12 working days
After 5 years	13 working days
After 6 years	14 working days
After 7 years	15 working days

After 8 years	16 working days
After 9 years	17 working days
After 10 years	18 working days
After 11 years	19 working days
After 12 years	20 working days
After 13 years	21 working days
After 15 years	22 working days
After 20 years	23 working days
After 24 years	24 working days
After 25 years	25 working days

- B. Holidays During Vacations: Holidays occurring during an employee's scheduled vacation period shall not be charged against vacation time.
- C. Eligibility: The vacation benefit herein provided shall be earned as follows: One (1) day of vacation time per month worked, up to a total of twelve (12) working days per year for the first six (6) years of employment. Three (3) weeks worked in any one month shall be considered a full month of work and shall entitle an employee to one (1) day of vacation time. New employees shall earn vacation at the rate of one (1) day per month, but shall not be entitled to use their vacation during their first six (6) months of employment. Upon completion of six (6) months of employment, they shall be entitled to use any vacation days which have been accrued. New employees shall accrue twelve (12) vacation days, one (1) day per month, during their first year of employment. Therefore, if a new employee uses twelve (12) days of vacation by the end of his/her first year of employment, he/she shall not have any days of accrued vacation as of his/her first anniversary date.
- D. Accumulation: Vacation time granted by the Employer may accumulate or carry over beyond the end of the calendar year, but in no case will employees be allowed to accumulate more than two (2) years of vacation time. Such accumulated vacation time must be used by the employee before June 1 of the third year.
- E. Scheduling: Each employee must notify his/her supervisor of the time he/she intends to take his/her earned vacation. Subject to the operating requirements of the department, each employee shall be given his/her choice of the time of his/her vacation, except that if there is a conflict between employees regarding these dates, seniority shall prevail. Employees must take vacation time in increments of at least one-half (1/2) hour.
- F. Return to Work: Employees on vacation are expected to return to work the first regular work day following their final day of earned vacation, unless prior arrangements have been made with the office of the Highway Commissioner for authorized leave of absence, without pay in excess of the employee's earned vacation time. Should an emergency arise where it is impossible for an employee to return to his/her job at the scheduled time, the request for leave shall be cleared through the office of the Highway Commissioner as outlined in Article 13, in Leaves of Absence.

## ARTICLE 9 - WORK DAY AND WORK WEEK

- A. The work day/work week for hourly rated employees shall be eight (8) hours each day, Monday through Friday, from 7:00 a.m. to 3:30 p.m., for a total of forty (40) hours a week. Work shifts shall include a one-half (1/2) hour lunch period. This Section shall not be interpreted as a guaranteed work week. Changes in the above schedule may be made only upon mutual agreement between the Union and the Employer.
- B. All full-day employees shall receive two (2) break periods of not more than fifteen (15) minutes on each day's work schedule. The breaks shall be scheduled on a reasonable basis by the supervisor, but one (1) break shall occur prior to the lunch period and the other after the lunch period.
- C. Employees must arrive at their home work base (Hayward, Radisson or Winter shops) early enough to be ready to begin working, or to leave to a remote work site, by the designated work day start time. The work day shall include the travel time in a County vehicle between his/her home work base and a remote worksite.

## ARTICLE 10 - OVERTIME

- A. Overtime: Employees shall be paid overtime pay at the rate of one and one-half (1½) times the regular rate of pay for all hours worked in excess of the regularly scheduled work day and for all work performed on Saturdays, Sundays and holidays. All holiday overtime pay shall be in addition to the employee's regular holiday pay. For unscheduled call-out, overtime shall commence when the employee arrives at the reporting shop except as follows: Overtime for employees classified as "Shop" and "State Section" employees shall commence upon contact of the employee by the designated Highway Department representative.
- B. No Layoff: The Employer agrees that there will be no layoff in any particular work week to avoid the payment of overtime pay.

## ARTICLE 11 - REGULATIONS AND SAFETY RULES

- A. Enforcement: Both parties to this Agreement hold themselves responsible for the mutually cooperative enforcement of the safety rules and regulations contained in this Section.
- B. Purpose of Program: It is the aim of this program to eliminate accidents and increase the efficiency of the Sawyer County Highway Department and to obtain the maximum life and service of the equipment operated by the Highway Department. Employees shall be careful and avoid abuse of the equipment they are operating.
- C. Rules and Regulations: Should an employee complain that his/her work requires him/her to be in an unsafe or unhealthy situation, in violation of acceptable safety rules, the matter shall be reported immediately to the Highway Commissioner. If the matter is not

adjusted satisfactorily, the complaint shall be processed according to the Grievance Procedure of this Agreement.

1. All state and local traffic laws will be obeyed at all times. Speed limits will be obeyed. Vehicles will stop at all stop signs. Employees who violate state and local traffic laws are required to pay any fines themselves incurred by such violations, providing they have not been required by the Employer to violate said laws.
2. Flagmen will be stationed at any railroad crossing when deemed necessary for the safety of the employees by the Highway Commissioner or his/her agent. Should any employee feel that a signalman is necessary at any railroad crossing, he/she shall consult his/her Foreman or Leadman and the matter shall be promptly reported to the Highway Commissioner. Employees will use extreme caution at all railroad crossings.
3. When deemed necessary by the Foreman or Leadman, Flagmen will be stationed at any job location. Patrolmen and Helpers and all other crews will use warning signs on all jobs in accordance with state laws. While working on curves or hills, stationary signs will be used to warn oncoming traffic of men working.
4. All County equipment will yield the right of way to other traffic whenever possible. Example: In heavy traffic or on hills, County equipment will use the shoulder on the road and slow down to allow other traffic to proceed. Driver courtesy will be practiced at all times.
5. No equipment will be greased or worked on unless the ignition has been turned off. When greasing or working on trucks where it is necessary to have the box in the "up" position, the box will be blocked up with a suitable block.
6. When the bulldozer is not operating, the blade will be lowered so that it rests on the ground.
7. Employees will stand so as not to be in front of the lock rim when airing tires.
8. Safety glasses will be furnished and employees will use the glasses whenever operating the grinder. Glasses will be left in a conspicuous place near the equipment when the employee is through with them. Employees who wear glasses because of defective eyesight will protect those glasses with safety goggles. All employees shall wear hard hats whenever specified in the Highway Safety Code and Insurance Code.
9. When welding, burning or chipping, employees will use all safety equipment furnished by the County.

10. If an employee uses a fire extinguisher, it shall be refilled before returning it to its proper place.
  11. Top flashing amber light shall be on at all times while operating on the left hand side of the highway and while standing on the highway. Said light shall also be on when poor visibility exists due to rain, fog, snow and other conditions.
  12. Employees shall not carry or transport firearms or bows and arrows in Highway Department vehicles or equipment at any time.
  13. Enforcement of Safety Rules and Regulations: It shall be the responsibility of the supervisory personnel and safety engineer to report and enforce all violations of the Safety and Insurance Code. Should the employee have a grievance in connection with the report of his/her alleged violation, the matter shall be handled under the terms of this Agreement.
  14. Employees violating any items of this Code will be subject to disciplinary measures.
- D. Employee Efficiency and Conduct: The Union and the Committee consider themselves mutually responsible to improve the public service through creation of improved employee morale and efficiency. In this connection, the parties shall encourage employees to conduct themselves on the job in a workmanlike manner.
- E. Employees shall be responsible for maintaining the motor vehicle licenses required for their positions. An employee who fails to attain the necessary license or who subsequently has his/her license suspended or revoked may be temporarily reassigned to a position in the Department for which he/she is qualified, if such a vacancy exists. Such reassignment is subject to availability of work as determined by the Highway Commissioner. The availability of work may fluctuate based on factors such as time of year, workload and budget constraints. The employee's pay during the period of reassignment shall be the regular pay for the position to which he/she has been reassigned, but shall not be greater than the employee's rate of pay prior to the reassignment. Such reassignment shall not exceed thirteen (13) months. If the employee fails to attain the required license within the thirteen (13) month reassignment period, such failure shall be cause for dismissal. If there is no vacant position available for which the employee is qualified, the employee shall be granted an unpaid leave of absence for up to thirteen (13) months, subject to the terms of this Agreement. If an employee has accrued benefit time including vacation, compensatory time and personal holidays, those hours must be used prior to the employee being placed on the unpaid leave of absence. During the unpaid leave of absence, health, dental, vision and life insurance coverage will be available if the full premiums are paid by the employee in accordance with County policy. The employee will not accrue seniority or benefits during this leave of absence, but shall not forfeit any of the seniority or benefits accrued prior to the leave of absence. An employee may only use the provisions of this section once. Any subsequent loss of required license, for any reason, shall result in termination

of employment. No more than one (1) employee will be eligible for reassignment/leave of absence under this provision at one time. Employees are required to report to the Highway Commissioner any violations which may result in the loss of their license. Failure to report violations in a timely manner will make the employee ineligible for the provisions of this section.

The County, in its sole discretion, shall have the authority to hire a temporary replacement for all or part of the leave period. Said temporary employee shall not be covered by the provisions of the collective bargaining agreement.

#### ARTICLE 12 - SICK LEAVE, ABSENCE FROM WORK

- A. Use: Sick leave may be used by employees only for illness or injury not covered by worker's compensation and the Highway Department may request a doctor's certificate as proof of illness. This right shall not be abused by the employees and any employee who does abuse this right shall be liable to suspension from work without pay for a period of from one (1) day to two (2) weeks. The County may request a second opinion and a second doctor's certificate. The County may specify the doctor who should complete the second examination. If the County requests a second examination, the County shall pay the cost of that examination.
- B. Accumulation: Sick leave shall be accumulated in the following manner:
1. Employees shall earn sick leave at the rate of one (1) day for each month of employment, up to twelve (12) days each year.
  2. Unused sick leave shall carry over and be added to the next year's accumulation until a maximum of one hundred ten (110) days of unused sick leave have been accumulated.
- C. Payout: Immediately prior to retirement at age fifty-five (55) or older, or forced retirement due to disability, the employee shall be paid for one-half (½) of the unused sick leave remaining in the employee's account, not to exceed fifty-five (55) days, provided the employee has at least seven (7) years of service with the County. If an employee dies while in the employ of the Employer, his/her estate shall be paid for one-half (½) of the unused sick leave remaining in the employee's account, not to exceed fifty-five (55) days. In order to be eligible for the sick leave payout, the employee must provide a thirty (30) calendar day advance written notice of his/her retirement, except in cases of a disability retirement or extenuating circumstances. For new employees hired on or after January 1, 1999, the wage rate for sick leave payout shall be based on an average of the employee's regular hourly wage rates for the three (3) years immediately preceding the employee's retirement date. For new employees hired on or after January 1, 2003, ten (10) years of employment with the County shall be required in order to be eligible for sick leave payout.
- D. Eligibility: Sick leave shall be granted from the first day of illness.

- E. Employees shall have the option to use up to three (3) sick days per calendar year for absence due to illness in the immediate family of the employee where attendance of the employee is necessary. Immediate family for this purpose shall be defined as parents, spouse, minor children or adult disabled dependent child of the employee.

### ARTICLE 13 - LEAVES OF ABSENCE

A. Authorized Leaves of Absence:

1. Employer Discretion: Leaves of absence, without pay, may be granted in the discretion of the Employer; provided, however, that the Employer agrees that it will not unreasonably deny requests therefore. The Employer shall notify the Union of any leave granted.
2. Other Work: There shall be no leave of absence granted any employee to work at another job.
3. Benefits During Leave of Absence: During such approved leave, benefits shall not continue to accumulate, accrue, or otherwise be available to an employee.

B. Unauthorized Leaves of Absence:

1. Proper Notification: Any employee absent from work without properly notifying the office of the Highway Commissioner as stated above, will be considered to be on an unauthorized leave of absence and shall be penalized according to the following rules:
  - a. First Offense: The employee shall be suspended from work for one (1) day, without pay.
  - b. Second Offense: The employee shall be suspended from work for a period of one (1) week without pay.
  - c. Third Offense: The employee shall be discharged.
  - d. Deletion from Record: After four (4) years without an offense, the employee's prior violations shall be deleted from the record.
2. Disputes: In the event a dispute arises as to whether or not the employee is on an unauthorized leave or whether the employee might have a legitimate reason for not properly notifying the office of the Highway Commission, the case shall be subject to the grievance procedure of this Agreement.

## ARTICLE 14 - REPORTING PAY

- A. Reporting Pay: In the event an employee reports for his/her regular scheduled shift and is then sent home prior to starting work, he/she shall be paid for a minimum of two (2) hours reporting time pay at his/her regular rate of pay.
- B. While working for other units of government outside of Sawyer County, employees shall be on pay status. This shall include the time from departure from the employee's home base, or compatible with the policy of the unit of government that the employee is assigned.

## ARTICLE 15 - WISCONSIN RETIREMENT FUND

The Employer agrees to pay the employee's contribution to the Wisconsin Retirement System up to a maximum of 6.4% of the total earnings of eligible employees.

## ARTICLE 16 - INSURANCE

- A. The Employer agrees to pay eighty-eight (88%) percent per month toward the group plan's family plan, limited family plan and single plan health insurance premiums. The Employer may, from time to time, change the insurance carrier and/or self-fund its health care program, with representation at insurance selection meetings by the Union, provided that the levels of benefits remain substantially the same or improve. No employee shall make any claims against the Employer for additional compensation in lieu of or in addition to his/her insurance premium paid because he/she does not qualify for the family plan. Probationary employees must indicate whether or not they desire to be covered by the County's medical and hospitalization insurance program within the first thirty (30) days of employment, with coverage to be effective the first of the month following thirty (30) days of employment. Effective May 1, 2009, the following provisions shall apply:
  - 1. There shall be a \$200 (single) / \$400 (limited family) / \$600 (family) front-end deductible.
  - 2. After deductible, in network paid at 100%, out-of-network paid at 80%. The out-of-pocket limits shall be \$200 (single) / \$400 (limited family) / \$600 (family) when in-network, and shall be \$700 (single) / \$1,400 (limited family) / \$1,600 (family) when out-of-network.
  - 3. \$10 office visit co-pay. Effective January 1, 2011, \$20 office visit co-pay. (The co-pay shall be waived for certain wellness and/or routine office calls in accordance with the specific language reviewed by the parties for inclusion in the plan document).
  - 4. \$50 emergency room co-pay. Emergency room co-pay is waived if the person is admitted.

5. Effective January 1, 2011 prescription drug card with \$5 generic, \$15 formulary, \$25 non-formulary co-pay for up to a 30-day supply; or \$10 generic, \$30 formulary, \$50 non-formulary for a 90-day mail order supply. Prescription drug co-pay maximum of \$250 per person for generic drugs only.
6. Unlimited wellness benefit in-network for plan approved services. Out of network wellness care subject to out-of-network deductibles and co-pays.
7. A Medicare carve-out plan for retirees will be added, at the retiree's expense, provided the retirees are in a separate pool and if such an option is available through the insurance provider.

Effective January 1, 2010, eligible employees may voluntarily elect to participate in the Sheriff's Department Health Insurance Plan, including the contributions to, and provisions for use of, the Healthcare Reimbursement Account. Employees will have the option to select the General Health Insurance Plan or the Sheriff's Department Plan on an annual basis. If employees who are in the Sheriff's Department Plan and have a balance in the HRA elect to re-enroll in the General Health Insurance Plan, the balance in their HRA shall be "frozen" until such time they re-enroll in the Sheriff's Department Plan or leave employment. The post-employment use of the HRA funds shall be governed by the HRA provision in the Sheriff's Department contract.

- B. If both spouses are employed by the County, the County shall pay 100% of the premium for one family plan. For employees who were receiving money in lieu of insurance as of January 1, 1991, such employees shall continue to receive money in lieu of insurance in the amount of \$158.00 per month. For employees who first elect money in lieu of insurance benefits on or after January 1, 1991, such employees shall receive money in lieu of insurance in the amount of \$115.00 per month. There shall be no provision for money in lieu of insurance for employees hired after the date of the parties' ratification of the 1995-96 collective bargaining agreement.
- C. Retirees who are enrolled in the County's health insurance plan at the time of retirement and who are at least age fifty-five (55) and have at least fifteen (15) years of service may continue in the plan, at their own expense, until the age of eligibility for Medicare or the expiration of continuation rights provided by state and federal law, whichever occurs later.
- D. Employees may participate in the State Life Insurance Plan. If the employee chooses basic coverage, he/she shall also have the option of enrolling in additional, supplemental, and spouse & dependent coverage. The County shall pay the employer's share (currently 20% of the basic premium) and the employee shall pay the remainder of the premium. Availability of life insurance and options is subject to the terms and conditions of the Department of Employee Trust Funds.
- E. The County shall pay the administrative fees and continue to sponsor a Section 125 plan that shall cover the following items, subject to state and federal law: health insurance

premiums, dental and vision insurance premiums, life insurance premiums, cancer insurance premiums, unreimbursed medical expenses, and daycare expenses.

- F. **Study Committee:** The County may convene a Joint Study Committee to discuss issues relating to health insurance or other benefit programs. The Union shall select one (1) bargaining unit member to serve on the Joint Study Committee. The authority of the Joint Study Committee shall be limited to making recommendations to the parties with respect to the County's health insurance or other benefit plans. The implementation of such recommendations shall be subject to review and ratification of both parties.

#### ARTICLE 17 - LONGEVITY PAY

- A. **Eligibility:** All employees covered by the terms of this Agreement shall receive longevity pay in addition to their base rate of pay as follows:

<u>Length of Service</u>	<u>Longevity Pay</u>
After five (5) years	5¢ per hour
After ten (10) years	10¢ per hour
After fifteen (15) years	15¢ per hour
After twenty (20) years	20¢ per hour
After twenty-five (25) years	25¢ per hour

- B. **Determination of Service:** For longevity pay purposes, years of service will be determined by using the employee's starting date of employment.

#### ARTICLE 18 - MISCELLANEOUS PROVISIONS

- A. **Bulletin Boards:** Announcements, in addition to the posting of the semiannual seniority list, shall be posted in conspicuous places where employees enter or leave the premises. Parties to this Agreement, both of whom may use the bulletin boards for notices of routine nature, agree that it would be improper to post denunciatory or inflammatory written material on such bulletin boards.
- B. **Military Service:** Any employee entering the Army, Navy, Air Force, or Marine Corps on active duty shall, upon return from such service, be entitled to reinstatement of his/her job with pay at the rate being paid for his/her particular job classification. The employee shall suffer no loss of seniority for periods of compulsory military duty or for periods of military reserve training.
- C. **No Discrimination:** The parties to this Agreement agree that they shall not discriminate against any person covered by this Agreement because of race, color, creed or Union activity and that such person shall receive the full protection of this Agreement.
- D. **Night Shift:** If a night shift is established, employees working said shift shall receive a premium rate of ten (10¢) cents per hour, in addition to the regular rate.

E. Worker's Compensation:

1. Coverage: All employees shall be covered by worker's compensation insurance. In the event an employee suffers compensatory injury or illness in the course of performing his/her duties, he/she shall be paid the difference between any payment under Worker's Compensation and his/her regular pay. After ninety (90) calendar days, the employee shall have the option of utilizing sick leave to make up the difference between the worker's compensation benefits and his/her regular pay or receiving only worker's compensation benefits.
2. Payments to Employees: Payments to employees under this Article shall continue only while temporary total disability paychecks are being received.
3. Benefits: If an employee is unable to work due to a Worker's Compensation injury or illness and is covered under the County's health insurance policy, the County shall continue paying the same Employer share of the health insurance premium that was paid before the injury for the time the employee is on total temporary disability or partial temporary disability, not to exceed twelve (12) months. The continuation of the health insurance benefit under this worker's compensation provision shall include any continuation of health insurance benefit the employee may be eligible for under FMLA-qualifying leave. No sick leave or vacation time shall accrue during a worker's compensation related leave. No holiday pay or funeral leave shall be paid during a worker's compensation related leave.

F. Commercial Driver's License: Effective with the parties' ratification of the 1995-96 contract, upon an employee's renewal of his/her commercial driver's license, the employee shall be reimbursed the difference in cost between the fee for a regular personal driver's license and the commercial driver's license.

G. Travel Expenses: Employees who are required to travel outside the County corporate limits for training, meetings or other approved County business shall be reimbursed for necessary lodging and meals pursuant to County policy. Meal expenses shall be reimbursed as follows: Breakfast = \$5.00; Lunch = \$8.00; Dinner = \$12.00. In the event an employee is outside the County over all three (3) meal periods for approved travel, the employee shall be reimbursed up to \$25.00 in the aggregate for meals. Reimbursement for lodging and meals shall be subject to the submission of receipts. The meal reimbursement shall not apply to employees working outside the County corporate limits on routine construction projects, i.e. blacktopping in neighboring counties, when an overnight stay is not required. If a County-owned vehicle is available, the employee must use the County vehicle. If the employee must use his/her own personal vehicle, he/she shall be reimbursed forty-eight and one-half (48.5¢) cents per mile, effective January 1, 2010.

## ARTICLE 19 - WAGE RATES & PAY PERIODS

The wages for an employee shall be as set forth in the attached Appendix A. If a new job is created for which a wage rate is not provided, the parties agree to negotiate the rate to be effective for that new position.

Employees shall be paid bi-weekly. Paychecks shall be available prior to 4:00 p.m. on each payday. If a payday falls on a holiday, the employees shall receive their paychecks on the day prior thereto. Employees may receive their vacation pay prior to the vacation pay period if they make a request for advance pay at least three (3) weeks prior to their vacation period. The advance vacation pay will be included on the regular payroll check prior to the vacation period. There will be no special pay dates for early checks. Paychecks shall provide an itemized statement of regular pay and overtime and all deductions made. Direct deposit may be implemented by mutual agreement of the parties.

## ARTICLE 20 - TOOL AND CLOTHING ALLOWANCE

- A. Tools: The Employer agrees to pay one hundred fifty dollars (\$150.00) per year tool allowance to Mechanics. Said tool allowance is to be paid subject to the submission of receipts.
- B. Coveralls: The Employer shall furnish and launder coveralls for the mechanics.
- C. Gloves: Rubber gloves will be furnished by the Employer for all personnel working with oil. In order to receive a second pair of gloves, the first pair must be turned in.
- D. Safety Toe Boots: Effective January 1, 2007, all employees, except the Highway Clerk and Assistant Highway Clerk, shall be required to wear safety toe boots while on the job. All employees, except the Highway Clerk and Assistant Highway Clerk, shall receive an annual allowance of one hundred fifty dollars (\$150.00) for the purchase of steel or safety fiber toe boots, subject to the submission of receipt(s) as proof of purchase.
- E. Prescription Safety Glasses: Prescription safety glasses are highly recommended for employees who must wear corrective lenses. The County will reimburse an employee up to fifty (\$50) dollars per calendar year for out-of-pocket costs for prescription safety glasses, subject to the submission of a receipt.

## ARTICLE 21 - BEREAVEMENT LEAVE

- A. In the event of the death of an employee's spouse, mother, father, mother-in-law, father-in-law, child, brother, sister, or grandchildren, the employee will be allowed up to three (3) days leave with pay in order to make arrangements and attend the funeral.
- B. In the event of the death of an employee's aunt, uncle, grandparent, brother-in-law, sister-in-law, daughter-in-law or son-in-law, the employee will be allowed up to one (1) days leave with pay in order to make arrangements and attend the funeral.

- C. If additional time is required in order to travel to a funeral, said time shall be treated as vacation. Requests for vacation time in order to attend a funeral shall be given priority consideration.

#### ARTICLE 22 - UNION ACTIVITY

- A. The Union agrees to conduct its business off the job as much as possible. This Article shall not operate as to prevent a steward or officer from the proper conduct of any grievance in accordance with the procedure outlined in this Agreement, nor to prevent certain routine business such as the posting of Union notices and bulletins provided he/she has notified his/her supervisor.
- B. The County agrees to permit representatives of the Union to enter the premises at any time for individual discussion of working conditions with employees, provided that they do not interfere with the performance of duties assigned to the employees.
- C. Negotiations shall be conducted during working hours. Up to three (3) delegated members of the Union bargaining committee shall receive no loss in pay. Other employees may attend on their own time if said attendance does not disrupt the normal operations of the department.
- D. Union Officials: The Union agrees to provide written notification to the Employer within thirty (30) working days following election or selection of Union representatives, steward, or other Union officials to enforce this contract.

#### ARTICLE 23 - NO STRIKE AGREEMENT

- A. Strike Prohibited: Neither the Union nor any of its officers, agents, or employees will instigate, promote, encourage, sponsor, engage in or condone any strike, slowdown, concerted work stoppage or any other intentional interruption of work during the term of this Agreement. This Section will become invalid in the event the Employer refuses to put into effect a final and binding arbitration award.
- B. Union Action: Upon notification by the Employer to the Union that certain of its members are engaged in a violation of this provision, the Union shall immediately issue a written order to its members to return to work and provide the Employer with a copy of the order.
- C. Penalties: The County reserves the right to pursue appropriate penalties in cases of violation of this provision.

#### ARTICLE 24 - SAVINGS

If any Article or section of this Agreement, or any addenda thereto, is held to be invalid by operation of law or by a 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 25 - COMPENSATORY TIME

In lieu of overtime pay, employees shall be allowed to accrue comp time, up to a maximum of forty (40) hours. Comp time shall only be accrued and used in one-half (1/2) hour increments. The scheduling of comp time shall be subject to the approval of the employee's supervisor. Comp time not used during the calendar year in which it was earned shall be paid out on the last payroll for that calendar year, except compensatory time earned in November and December may be carried over until April 1 of the following year. A list of compensatory time balances shall be posted one-week prior to the last payroll of the calendar year. Carryover hours must be used by April 1. Carryover hours cannot be paid out. The Highway Commissioner has the authority to extend the deadline beyond April 1 if the employee was unable to use the compensatory time due to unforeseen circumstances.

ARTICLE 26 - ENTIRE MEMORANDUM OF AGREEMENT

This Agreement constitutes the entire agreement between the parties and no verbal statements shall supersede any of its provisions. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

ARTICLE 27 - DURATION

This Agreement shall become effective as of January 1, 2010, and shall remain in full force and effect through December 31, 2011, 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.

**SAWYER COUNTY**

**INTERNATIONAL UNION OF OPERATING  
ENGINEERS LOCAL 139, AFL-CIO**

By: \_\_\_\_\_  
County Board Chairperson Date

By: \_\_\_\_\_  
Date

By: \_\_\_\_\_  
County Clerk Date

**APPENDIX A**

**SAWYER COUNTY HIGHWAY DEPARTMENT  
HOURLY WAGE RATES**

<u>GROUP</u>	<u>JOB TITLE</u>	<u>02/01/10</u>	<u>08/01/10</u>	<u>03/01/11</u>	<u>09/01/11</u>
1	Foreman	\$20.26	\$20.46	\$20.56	\$20.66
2	Leadman	\$20.24	\$20.44	\$20.54	\$20.64
3	Dozer Operator Back Hoe Operator Parts, Buildings & Grounds Maintenance Grader Operator Mechanic Loader Operator Mower with Extension or Rotary Operator Truck Driver Light Truck Driver Welder/Mechanic Screed Operator Roller Operator Paver Operator Utility Person	\$19.51	\$19.71	\$19.81	\$19.91
4	Patrolman	\$19.49	\$19.68	\$19.78	\$19.88
5	Account Clerk	\$17.29	\$17.46	\$17.55	\$17.64

Probationary Wage Rates:

Wage rates for employees hired after June 1, 1989 shall be established as follows:

Months 1 - 2 - 3	80% of schedule rate
Months 4 - 5 - 6	85% of schedule rate
Months 7 - 8 - 9	90% of schedule rate
Months 10 - 11 - 12	95% of schedule rate
After one year	100% of schedule rate

**SIDE LETTER AGREEMENT  
BETWEEN  
SAWYER COUNTY  
AND  
SAWYER COUNTY HIGHWAY DEPARTMENT EMPLOYEES  
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 139**

This Agreement is entered into by and between Sawyer County ("County") and the International Union of Operating Engineers Local No. 139, AFL-CIO ("Union").

The parties hereby agree and stipulate to the following:

1. The County's facilities shall be available as worksites for persons on the JOBS program or any related work experience program.
2. Persons employed pursuant to Section 1 above shall be exempt from coverage of the terms and conditions of the respective collective bargaining agreements.
3. The employment of such persons shall not result in the layoff, in whole or in part, of any bargaining unit employee. Further, the employment of any such person shall be limited to a maximum of thirty (30) weeks.
4. Bargaining unit employees shall not be required to act as the supervisors of such persons.
5. The parties agree to meet and confer in the event the programs referred to in Section 1 above change affecting the status of the targeted population.
6. This Agreement shall be non-precedential for any and all purposes.
7. This Agreement shall be binding and effective as of the date of its execution by the parties.

**ON BEHALF OF THE COUNTY**

**ON BEHALF OF THE UNION**

By: \_\_\_\_\_  
County Board Chairperson Date

By: \_\_\_\_\_  
Date

By: \_\_\_\_\_  
County Clerk Date

**SIDE LETTER AGREEMENT  
BETWEEN  
SAWYER COUNTY  
AND  
SAWYER COUNTY HIGHWAY DEPARTMENT EMPLOYEES  
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 139**

This Agreement is entered into and between the International Union of Operating Engineers Local No. 139, AFL-CIO and Sawyer County for the purpose of establishing an alternative four (4) ten (10) hour days and a forty (40) hour work week from May 1 to November 1.

It is hereby entered that the parties understand and agree as follows:

1. This Agreement shall provide for a six (6) month period for a standard work day of ten (10) hours and a standard work week of four (4) consecutive ten (10) hour days totaling forty (40) hours. The parties agree that the County shall schedule employees in such a manner from Monday thru Thursday of a given week.
2. The hours of the crew shall be from 6:00 a.m. to 4:00 p.m. or 6:30 a.m. to 4:30 p.m. when necessary with three (3) fifteen (15) minute breaks which may be rotated so that jobs and machinery will not be shut down.
3. VACATIONS: It is understood that vacations will occur on the basis of a ten (10) hour day for each day used.
4. HOLIDAYS: Holiday pay shall be paid at the rate of ten (10) hours of pay for each day used. In the event that the holiday falls on an employee's day off, the holiday shall be taken on a mutually agreeable date during the employee's regular work week. Floating holidays will be paid at the rate of eight (8) hours.
5. SICK LEAVE: Sick leave shall continue to accrue at the rate of eight (8) hours per month. Sick leave shall be paid at the rate of ten (10) hours per day while this Agreement is in effect.
6. OVERTIME: Overtime shall be paid for all hours worked in excess of ten (10) hours per day and/or forty (40) hours per week.
7. NONPRECEDENTIAL: It is understood by the parties that this Agreement shall not be a precedent for any or all purposes.
8. TERMINATION OF AGREEMENT: The parties further understand that this Agreement can be cancelled in writing to the other party at any time. It is understood that if cancellation is demanded, it will start on a Monday after notification has been given from the previous week.

**ON BEHALF OF THE COUNTY**

**ON BEHALF OF THE UNION**

By: \_\_\_\_\_  
County Board Chairperson Date

By: \_\_\_\_\_  
Date

By: \_\_\_\_\_  
County Clerk Date

**SIDE LETTER AGREEMENT  
BETWEEN  
SAWYER COUNTY  
AND  
SAWYER COUNTY HIGHWAY DEPARTMENT EMPLOYEES  
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 139**

THIS LETTER OF AGREEMENT is entered into by and between Sawyer County ("County") and the International Union of Operating Engineers Local No. 139, AFL-CIO ("Union").

The parties agree that upon verification from the Union that the Union has solicited sufficient enrollment to implement an employee-paid dental, vision and/or long-term disability insurance plan(s), the County shall authorize a payroll deduction system for the employees' premium payments. The parties agree that the premium for such insurance plan(s) shall totally be paid by the enrolled employees and that the existence of such insurance plan(s) and the payroll deduction system for the same are not a part of or incorporated into the current collective bargaining agreements between the parties.

**ON BEHALF OF THE COUNTY:**

**ON BEHALF OF THE UNION**

By: \_\_\_\_\_  
County Board Chairperson                      Date

By: \_\_\_\_\_  
Date

By: \_\_\_\_\_  
County Clerk                                      Date