

WORKING AGREEMENT

BETWEEN

SAWYER COUNTY

AND

**SAWYER COUNTY PARA-PROFESSIONAL
HUMAN SERVICES EMPLOYEES
LOCAL UNION NO. 1213-A**

OF THE

**STATE, COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO**

2011-13

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WORKING AGREEMENT

This Agreement is to become effective January 1, 2011, by and between the Sawyer County Board of Supervisors, referred to hereinafter as the "Employer" or "County," and the Sawyer County Para-Professional Human Services Employees, Local 1213, Chapter A, of the American Federation of State, County and Municipal Employees, AFL-CIO, referred to hereinafter as the "Union."

ARTICLE 1 - PURPOSE OF AGREEMENT

It is the intent and purpose of this Agreement to set forth herein the basic agreement covering the rates of pay, hours of work and conditions of employment to be observed between the parties hereto.

ARTICLE 2 - RECOGNITION

The Employer recognizes the Union as the exclusive bargaining agent for all trainees and regular full-time and regular part-time non-professional human services employees, excluding the Director, the Human Services Supervisor, and supervisory or confidential personnel as defined by the Wisconsin Employment Relations Commission on all matters with respect to wages, hours and conditions of employment.

ARTICLE 3 - MANAGEMENT RIGHTS

The County possesses the sole right to operate the Department of Human Services 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 maintain efficiency of Department functions;
- E. To take whatever reasonable action is necessary to comply with state or federal law;
- F. 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;

- G. To determine the kinds and amounts of services to be performed as pertains to Department operations and the number and kinds of classification to perform such services;
- H. To determine the methods, means and personnel by which Department operations are to be conducted;
- I. To take whatever reasonable action is necessary to carry out the functions of the County in situations of emergency;
- J. 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 4 – CONDUCT OF BUSINESS

- A. Union Business: 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 the Agreement, nor to prevent certain routine business such as the posting of Union notices and bulletins.
- B. Grievances and Negotiations: The Employer agrees that time lost from the regular work shift spent in the conduct of grievances, negotiations and matters concerning collective bargaining shall not be deducted from the pay of delegated employee representatives of the Union. 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).
- C. A copy of the letter of hire of each new employee covered by the bargaining unit agreement shall be provided to the Union President or his/her designee.

ARTICLE 5 – WORK DAY AND WORK WEEK

- A. Normal Work Day and Work Week: The normal work week shall be five (5) days, Monday through Friday. The normal work day shall be from 8:00 a.m. to 12:00 noon; from 1:00 p.m. to 4:00 p.m., subject to the following: Because the work performed by this Department cannot always be accomplished within the days and hours described above, and because the Department's employees often attend meetings, conferences and training sessions outside of working hours, the foregoing definition of the normal work week and work day is not to be construed

as either a limitation or a guarantee. The Human Services Assistant may work a flexible schedule subject to the approval of the Department Head. The hours of work for the Energy Coordinator and Receptionist positions shall be established by the Director, or designee. The hours of work for the Parent Aides shall be determined by the County, and there shall be no overtime pay unless the employee works more than forty (40) hours in a week.

The County agrees there will be no mandatory, unpaid furlough days imposed during the 2011-13 contract period.

- B. Overtime compensation shall be paid for all hours worked in excess of the employee's normal work day. Such compensation shall be pay at straight time or an equivalent amount of compensatory time, at the employee's discretion. For all hours worked in excess of forty (40) hours per week, such compensation shall be pay at time and a half the employee's regular wage rate or compensatory time at time and a half, at the employee's discretion. The accumulation of compensatory time by an employee shall be capped at forty (40) hours of compensatory time, i.e. an employee who is at the cap shall be paid for all hours worked in excess of the employee's normal work day.

Subject to the exception provided below, all hours of compensatory time must be used during the calendar year in which it was earned. Hours of compensatory time which are not used by the end of the calendar year shall be paid out on the employee's last paycheck for the calendar year, except that compensatory time hours which are earned in November or December may be carried over until April of the next year. Carryover hours must be used by April 1. Carry over hours cannot be paid out. The employee's Department Head has the authority to extend the deadline beyond April 1 if the employee was unable to use the compensatory time due to unforeseen circumstances.

- C. Travel Time: Travel time (beyond the normal home to work and work to home time) to meetings that extend beyond the employee's normal work day shall be treated as hours of work when such attendance is required by the Director.
- D. Compensatory Time Off : Compensatory time off can be taken only with the prior approval of the supervisor, but an employee's request shall not be unreasonably denied.

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 Paragraph B, 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, alone 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 employee and a Union representative, in writing, may appeal the decision of the Director to the Salary and Personnel Committee within fourteen (14) calendar days after receipt of the written decision of the Director. The parties shall meet at a mutually agreeable time and place to discuss the grievance. Following said conference,

the Salary and Personnel 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 Personnel 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 hearings 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, it may request a transcript be provided, and if the other party refuses to share equally in the cost of that transcript, the refusing party may not have access to it in the development of its written arguments.

ARTICLE 7 - PROBATIONARY PERIOD

- A. Probationary Period: All new employees of the Sawyer County Department of Human Services shall serve a probationary period of one (1) year duration. During said probationary period, employees may be disciplined or discharged without recourse. Thereafter, they may be discharged for just cause only. The probationary period can be extended for an additional six (6) months by mutual agreement. Absences of five (5) or more consecutive work days shall extend the probationary period an additional number of days equal to the number of days of the absence.

- B. Completion of the Probationary Period: Upon completion of said probationary period, new employees shall be entitled to all rights and privileges allowed under this Agreement, computed from their starting date of employment.

ARTICLE 8 - LAYOFF

- A. Whenever it becomes necessary to lay off employees, in whole or in part, the Employer may lay off employees without prejudice. No regular full-time or regular part-time employee shall be laid off while there are limited term, temporary, provisional, or probationary employees serving in the same classification in the agency.

The County shall give the affected employee(s) at least two (2) weeks notice of layoff. The order of layoff shall be based on seniority within a unit. Units are defined as follows:

- A. Economic Support Specialists
- B. Clerical (clerks, typists, receptionists)
- C. Supportive Services (all other positions)

For purposes of layoff and bumping, seniority shall commence with the first day of work in the unit, except as provided in Subsection (2) below. Bumping rights shall be exercised within three (3) working days of the date of the receipt of the layoff notice.

- (1) Bumping Within the Employee's Unit: An employee who is laid off shall have the right to bump the least senior employee in the same unit for whose position they are qualified.
 - (2) Bumping Outside the Employee's Unit: Only in the event an employee who is laid off is not able to bump the least senior employee within his/her unit, the employee may bump a less senior employee in another unit, provided the employee has greater seniority, is qualified for the position, and the position is paid at the same or lesser wage rate. If an employee bumps into another unit under these provisions, his/her seniority date with the new unit shall be his/her departmental seniority date (see Article 9 - Seniority).
- B. Whenever it becomes necessary to employ additional personnel, former employees who have been laid off, within a two year period, shall be entitled to be re-employed in such vacancies or new positions in preference to all other persons if able and qualified.
 - C. This Article shall not apply to Parent Aides.

ARTICLE 9 - 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 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 10 - SENIORITY

- A. Seniority: All regular full-time employees shall accumulate seniority, which shall include all continuous service from the most recent date of an employee's hire. Seniority for part-time employees shall be prorated based on the employee's regularly scheduled hours compared to the regularly scheduled hours for a comparable full-time position.

An employee shall not lose accumulated seniority by reason of sick leave, temporary layoff or inability to work by reason of illness or accident; provided, however, an employee shall lose his/her accumulated seniority if:

1. He/she is laid off or on leave of absence for twenty-four (24) consecutive months or the length of his/her employment in the department, whichever is less.
2. He/she is unable to work by reason of illness or accident not arising out of his/her employment for twenty-four (24) consecutive months or the length of his/her employment in the department, whichever is less.
3. He/she is unable to work by reason of accident arising out of his/her employment for twenty-four (24) consecutive months or the length of his/her employment in the department, whichever is less.
4. He/she quits or is discharged.
5. He/she fails to report to work for five (5) consecutive working days without notification to his/her supervisor.

- B. Posting. The employees' seniority list shall be brought up to date annually and posted on the office bulletin board. A copy of the up-to-date seniority list shall be mailed to the secretary of the Union.

ARTICLE 11 - PROMOTIONS

- A. When the County chooses to fill a vacancy or create a new job, a notice of vacancy or new job shall be posted on the employees' bulletin board for at least seven (7) working days. Interested employees shall sign the posting. Employees who meet the qualifications for the position will be considered in order of their seniority. In the event none of the employees are qualified for the position, the County may then fill the position with an outside applicant. Nothing in this section shall prohibit the County from publicly advertising the position concurrently with the posting. Probationary employees are not eligible to post for positions. 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.
- B. Trial Period: An employee who is awarded a position through the posting procedure shall serve a three (3) month trial period in the new position. Should the employee not qualify, or should the employee so desire, he/she shall be reassigned to his/her former position or equivalent without loss of seniority. After said trial period, the employee shall be permanently assigned to the position.

ARTICLE 12 - LEAVE OF ABSENCE

- A. Leave of Absence: Any employee who wishes to absent him/herself from his/her employment for any reason other than illness must make an application, in writing, to the Employer with a copy to the Union. In the discretion of the Employer, employees may be granted a leave of absence, without pay, and the Employer shall notify the Union of any leave granted. No unpaid leave shall be granted, however, unless the employee has exhausted all available compensatory time. No benefits as provided herein will accrue to employees on an unpaid leave of absence: holidays, vacation, sick leave, funeral leave, and insurances. Such leaves, however, will not be deemed a break in the employee's continuous service.
- B. Return to Work: Any employee on leave of absence who fails to report to work on the day following termination of said leave shall be subject to disciplinary action. An employee may apply for an extension of the leave granted him/her, but said application must be made, in writing, at least five (5) days prior to the expiration of his/her original leave.

- C. Other Employment: No employee shall be granted a leave of absence for the purpose of accepting employment with another employer. Any employee on leave of absence who does so shall be held to have quit the employ of the Employer herein.
- D. Employer Denial of Request: The Employer agrees that it will not unreasonably deny any employee's request for leave of absence.
- E. Bereavement Leave:
1. In the event of the death of an employee's spouse, mother, father, mother-in-law, father-in-law, child, brother, sister, or grandchild, the employee will be allowed up to three (3) days of paid bereavement leave.
 2. In the event of the death of an employee's aunt, uncle, grandparent, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or a permanent member of the employee's household, the employee will be allowed up to one (1) day of paid bereavement leave.
 3. 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. In the event an employee has exhausted his/her accumulated vacation days and needs additional leave because the funeral is outside the immediate area, the employee's department head, or designee, may in his/her sole discretion, allow the employee to use accumulated sick leave for such purposes.
- F. An employee who has exhausted his/her accumulated paid leave shall be granted an extended unpaid medical leave up to eighteen (18) months, inclusive of all paid leave, leave provided under state and federal law, and accrued compensatory time. Eligibility for such leave shall be contingent upon a physician's certification of the employee's medical disability. As a condition of returning to work, the employee shall provide the County a physician's statement certifying the employee's fitness to return to work. If the employee is not fit to return to work at the expiration of the leave, it shall be deemed that the employee's employment with the County has been terminated.
- G. If an employee misses work because of inclement weather, or another act of nature, he/she can use a vacation day, compensatory time, or a day without pay.

ARTICLE 13 - VACATIONS

- A. Vacation Benefit: All employees covered by the terms of this Agreement shall earn annual paid vacation beginning with their starting date of employment. One year's employment must be completed for each earned vacation. A

compensated calendar month shall be any month during which an employee is compensated for thirteen (13) or more days.

Length of Service Vacation Benefit

At least 6 months, but less than 1 year	42 hours
After 1 year	84 hours
After 5 years	91 hours
After 6 years	98 hours
After 7 years	105 hours
After 8 years	112 hours
After 9 years	119 hours
After 10 years	126 hours
After 11 years	133 hours
After 12 years	140 hours
After 13 years	147 hours
After 15 years	154 hours
After 20 years	161 hours
After 24 years	168 hours
After 25 years	175 hours

Each employee shall be compensated while on vacation at the rate of pay in effect for him/her at the time vacation credits are used.

- B. Probationary Employees: New employees shall earn vacation at the rate of seven (7) hours 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 84 hours, seven (7) hours per month, during their first year of employment. Therefore, if a new employee uses 84 hours 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.

- C. Accrual: Earned vacation time must be taken in the year following that in which it was earned, except that employees will be allowed to carry over into the next year, up to 35 hours earned vacation. The carryover for part time employees shall be prorated based on their regular annual hours of work compared to those for an equivalent full time position. For example, an employee scheduled to work 50% of the hours compared to an equivalent full time position would be permitted to carry over 2.5 days (17.5 hours) of vacation.

- D. Scheduling: Specific vacation periods shall be requested by an employee and approved by his/her immediate supervisor. However, said approval shall not be unreasonably withheld. In the event a conflict in vacation scheduling occurs, selection shall be resolved according to seniority. Vacation requests for less than one-quarter (1/4) hour will not be allowed.

- E. Termination of Employment: The Employer agrees to pay all accrued vacation in one lump sum on the termination of employment.

ARTICLE 14 - HOLIDAYS

- A. Holidays: Employees covered by the terms of this Agreement shall be granted the following holidays with pay at the regular rate:

New Year's Day	Thanksgiving Day
Memorial Day	Christmas Eve Day
Fourth of July	Christmas Day
Labor Day	Veterans' Day
President's Day	Good Friday
Floating Holiday (to be taken at a time mutually agreeable between the employee and his/her supervisor)	

- B. Eligibility: To be eligible for such holiday pay, the employee must have been in "pay status" both on the regularly scheduled work days before and after such holiday.
- C. Definition of "Pay Status": For the purpose of this Article, "pay status" is defined as (1) having worked, (2) being on sick leave, or (3) being on vacation.
- D. Weekend Holidays: If a holiday falls on a Saturday, the holiday shall be celebrated on the preceding Friday. If a holiday falls on a Sunday, the holiday shall be celebrated on the following Monday.

ARTICLE 15 - SICK LEAVE

- A. Benefit: Employees covered by this Agreement shall be granted sick leave with pay for illness or injury (except for illness or injury caused by or arising out of their employment covered by the Wisconsin Worker's Compensation Law), according to the following schedule:

- 1. Rate: Employees shall earn sick leave at the rate of seven (7) hours each month of employment, up to 84 hours each year.

The earned rate of sick leave accumulation for part time employees shall be prorated based on their regular hours of work compared to the regular hours of work for an equivalent full time employee.

For example, a part time employee working three (3) days (21 hours) a week, compared to a full time employee working five (5) days (35 hours),

would earn sick leave at a rate of sixty percent (60%) of the full time employee.

For part time employees whose total hours of work are variable, the prorating shall be based on the hours worked by the employee during the prior three (3) months.

2. Accrual: For all employees, at the end of each calendar year, unused sick leave shall carry over and be added to the next year's accumulation until a maximum of seven hundred seventy (770) hours have been accumulated.

- B. "Pay Status" of Employee: In computing a month of employment for the purpose of earning sick leave, the employee must be in "pay status." "Pay Status" is defined as (1) being on sick leave, (2) being on vacation, or (3) having worked for the Employer at least fifteen (15) days, (twenty-one [21] calendar days), during any particular month.

- C. Physician's Certificate: In order to be eligible for sick leave, the employee must furnish, if requested, a physician's certificate as proof of illness. 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.

- D. Employee Abuse of Sick Leave: The right to accumulate and take sick leave shall not be abused by the employees, and any employee who does so shall be subject to disciplinary action.

- E. Retirement: Immediately prior to retirement at age 55 or older or forced retirement due to disability, the employee shall be paid for one-half ($\frac{1}{2}$) of the unused sick leave remaining in the employee's account, not to exceed 385 hours. If an employee dies while in the employ of the Employer, his/her estate shall be paid for one-half ($\frac{1}{2}$) of the unused sick leave remaining in the employee's account, not to exceed 385 hours. For new employees hired on or after the date of the parties' ratification of the 1999-2000 Agreement, five (5) years of employment with the County shall be required in order to be eligible for sick leave payout, and the wage rate for the sick leave payout shall be the average of the employee's regular hourly wage rates for the three (3) highest earning years of employment.

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.

- F. 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 parent, spouse, minor child, and adult disabled child of the employee.

ARTICLE 16 - WORKER'S COMPENSATION

Any employee injured on the job and drawing Worker's Compensation Disability paychecks, may elect to draw on their accumulated sick leave the amount necessary to make up the difference between the Worker's Compensation benefits and his/her full salary.

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.

ARTICLE 17 - 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 18 - INSURANCE

- A. The Employer agrees to pay eighty-eight percent (88%) per month toward the family plan, limited family plan and single plan health insurance premiums. The Employer may elect to 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 30-days of employment. Effective January 1, 2011, 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 70%. 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, and \$1,600 family when out-of-network.
3. \$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. \$100 emergency room co-pay. Emergency room co-pay is waived if the person is admitted.
5. Prescription drug card with \$5 generic / \$10 brand-name co-pay for up to a 30-day supply or \$10 generic / \$20 brand-name for a 90-day supply. Prescription drug co-pay maximum of \$250 (single) / \$500 (limited family) / \$500 family.
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 WCA Group Health Trust.
8. Effective January 1, 2007, the 100% Supplemental Accident Benefit shall be deleted.
- 9.

If health insurance premiums increase by more than 15% in 2012 or 2013, the parties will meet to develop changes to keep the premium increase(s) at 15% or less. The County will solicit quotes (bid) for coverage if premiums increase by more than 15% in 2012 or 2013.

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 provisions 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. Effective May 1, 2009, there shall be no provision to begin a payment in lieu of insurance for any employees not currently receiving a payment in lieu of insurance.

- C. Retirees who are enrolled in the County's health insurance plan at the time of retirement and who are at least age 55 and have at least fifteen (15) years of service may continue in the plan, at their own expense, until age of eligibility for Medicare or the expiration of continuation rights provided by state and federal law, whichever occurs later.
- D. Life Insurance: 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 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. Each local shall select one 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 by both parties.

ARTICLE 19 - MILEAGE AND MEAL ALLOWANCE

- A. Mileage: Employees shall be paid mileage for traveling in the line of duty in the amount of forty-eight and one-half (48.5¢) cents per mile. If the price of regular gasoline exceeds four (\$4.00) dollars per gallon, the mileage rate shall be increased to fifty-two and one-half (52.5¢) cents per mile. That rate shall remain in effect for the remainder of the contract period. The per gallon price shall be based on the Kwik Trip Store at 15831 US Highway 63 in the City of Hayward, Wisconsin.

- B. Meal Allowance: Employees shall receive the reasonable cost of their meals at assigned or required meetings out of the County. Employees who are eligible for meal reimbursement shall, subject to the submission of receipts, be reimbursed as follows:

Breakfast	\$ 5.00
Lunch	\$ 8.00
Dinner	\$12.00

Employees who are away from work for all three (3) meal periods in a given day shall be provided a daily meal reimbursement up to a total of twenty-five dollars (\$25.00), subject to the submission of receipts.

ARTICLE 20 - FAIR SHARE

- A. Representation: The Union, as the exclusive representative of all the employees in the bargaining unit, shall represent all such employees, both union and nonunion, fairly and equally, and all employees in the bargaining unit shall be required to pay their proportionate share of the cost of collective bargaining and contract administration as set forth in the Article.
- B. Membership: 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 Constitution and Bylaws of the Union. No employee shall be denied membership on the basis of race, creed, color, sex, handicap, age or national origin.
- C. The Employer shall deduct each month an amount certified by the treasurer of Local 1213-A as the uniform dues required of all Union members, or a fair share service fee as established and certified by the Union, consistent with Section 111.70 of the Wisconsin Statutes. With respect to newly hired employees, such deductions shall commence on the month following the completion of the six (6) month probationary period.
- D. Administration: The aggregate amount so deducted, along with an itemized list of the employees from whom such deductions were made, shall be forwarded to the treasurer of Local 1213-A within the month in which such deductions were made. Any changes in the amount to be deducted shall be certified to the Employer by the treasurer of Local 1213-A at least thirty (30) days prior to the effective date of such change. The Employer shall not be required to submit any amount to the Union under the provisions of this Agreement on behalf of employees otherwise covered who are on layoff, leave of absence, or other status in which they receive no pay for the pay period normally used by the Employer to make such deductions.
- E. Dues Deduction: In the event that a fair share agreement becomes invalid, the Employer agrees to deduct each month dues from those employees who

individually authorize in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the treasurer of the Union, and the aggregate deductions from all employees shall be forwarded to the treasurer of Local 1213-A, along with an itemized statement of the employees from whom such deductions were made. Any changes in the amount to be deducted shall be certified to the Employer by the treasurer of the Union at least thirty (30) days prior to the effective date of such change.

- F. Fair Share: The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, orders, judgments or other forms of liability against the Employer that arise out of the Employer's compliance with this modified fair share agreement.

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 County's facilities shall be available as worksites for persons on work experience programs. Persons in these work experience programs shall be exempt from coverage of the terms and conditions of this bargaining agreement. 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. Bargaining unit employees shall not be required to act as the supervisors of such persons. The parties agree to meet and confer in the event the programs referred to in this paragraph change, affecting the status of the targeted population. This paragraph shall be non-precedential for any and all purposes.

ARTICLE 21 - SALARIES

Employees shall be paid bi-weekly. The pay period shall be Sunday through Saturday of the following week. Payday shall be on the Friday immediately following the end of the previous payroll period. Electronic deposit will be mandatory for all employees within six (6) months of implementation by the County. In the event a holiday falls on the designated payday, the preceding workday shall be the payday. There shall be no early payrolls prior to vacations. The County shall provide an itemized statement of hours paid, including overtime and all deductions made.

ARTICLE 22 - JURY DUTY

Employees serving on jury duty shall be compensated their regular wages for each day of jury duty served. However, the employees shall submit all reimbursements for

serving on jury duty to the County. Employees who are released from jury duty before the end of their regular work day shall return to work.

ARTICLE 23 - TRAINING

- A. Both the County and the Union recognize the importance of attendance at workshops, seminars and conventions for all employees to stay abreast of developments in their professional field. Information on pending workshops, seminars, and conventions will be posted by each department.
- B. With prior approval of the Employer, the employee shall be reimbursed for transportation, meals, lodging, tuition and costs of required books and materials pursuant to the County reimbursement policy. It is not intended by this provision to require reimbursement for meetings attended in the course of performing the employee's normal duties.

ARTICLE 24 - RECLASSIFICATION PROCEDURES

The reclassification procedures shall be as follows: An employee who believes he/she is being regularly assigned additional duties or being asked to perform work outside his/her normal job, may file a written request with the Personnel Committee for a classification review. Such requests must be filed by May 1. The Personnel Committee shall conduct its review and inform the employee of its decision in writing by August 1. Should the Committee decide in favor of the employee, the employee shall be reclassified effective January 1 of the next fiscal year, or the additional duties shall be removed as soon as possible. In any case, lack of funds shall not be reason for failing to fund the reclassification. Denials are not subject to the grievance procedure.

ARTICLE 25 - SPECIAL GRANT EMPLOYEES

SPECIAL GRANT EMPLOYEES: Persons employed by the County under state or federal grant programs shall be exempt from coverage by the terms and conditions of this collective bargaining agreement for the duration of the person's employment under the grant program, not to exceed three (3) years except by mutual agreement of the parties. The County agrees to comply with the negotiated posting procedure when hiring special grant employees. Wage rates for special grant positions shall be consistent with equivalent positions in the bargaining unit. If a bargaining unit employee is hired for a special grant position, that employee shall continue to receive all benefits provided under the collective bargaining agreement.

If the County decides to continue the position following expiration of the grant or program, the County and the Union shall negotiate the wages, hours and conditions of employment for the position.

A special grant employee who continues employment with the County as a permanent employee in the same position as which he/she was employed on a special grant basis, without interruption in service, shall have his/her seniority date established as his/her original date of hire and shall not serve a probationary period if his/her continuous employment in the position exceeds the probationary period provided in this collective bargaining agreement. If the employee's term of continuous employment is less than the contractual probationary period, the employee shall sever the remainder of the probationary period.

ARTICLE 26 - TERMINATION

This Agreement shall become effective as of January 1, 2011, and shall remain in full force and effect through December 31, 2013, and shall renew itself for additional one year periods thereafter, unless either party, pursuant to this Article, has notified the other party in writing that it desires to alter or amend this Agreement at the end of the contract period.

ARTICLE 27 - 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 28 - 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 persons shall receive the full protection of this Agreement.

ARTICLE 29 - SAVINGS

If any article or section of this Agreement, or any addenda thereto, is held to be invalid by operation of law 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 30 - 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 supplement hereto shall not be binding upon either party unless executed in writing by the parties hereto.

FOR SAWYER COUNTY

FOR LOCAL 1213-A, AFSCME, AFL-CIO

County Board Chairperson Date

By: _____
President, Local 1213-A Date

County Clerk Date

By: _____
Secretary/Treasurer, Local 1213-A Date

By: _____
James E. Mattson Date
Staff Representative, Wisconsin
Council 40, AFSCME, AFL-CIO

APPENDIX A

<u>Classification</u>	<u>1/1/11</u>	<u>7/1/11</u>	<u>3/1/12</u>	<u>9/1/12</u>	<u>3/1/13</u>	<u>9/1/13</u>
Human Services Assistant III	19.29	19.39	19.58	19.78	19.98	20.18
Human Services Assistant II	18.48	18.57	18.76	18.95	19.14	19.33
Economic Support Specialist	19.01	19.11	19.30	19.49	19.68	19.88
Clerk III	18.61	18.70	18.89	19.08	19.27	19.46
Clerk II Typist II Human Services Assistant I Energy Coordinator	18.00	18.09	18.27	18.45	18.63	18.82
Clerk/Typist I	16.29	16.37	16.53	16.70	16.87	17.04
Receptionist	15.35	15.43	15.58	15.74	15.90	16.06
Parent Aide	12.37	12.43	12.55	12.68	12.81	12.94

Probationary Wage Rates:

Wage Rates for probationary employees shall be established as follows:

- Start - 90% of schedule rate
- After three months - 95% of schedule rate
- After six months - 100% of schedule rate

Longevity: Employees shall be paid longevity in accordance with the following schedule:

- 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
- After thirty (30) years - 30¢ per hour

SIDE LETTER OF AGREEMENT

THIS LETTER OF AGREEMENT is entered into by and between Sawyer County ("County") and WCCME, AFSCME, AFL-CIO, Local 1213-A ("Union").

The parties agree that upon verification from the Union that the Union has solicited sufficient enrollment to implement an employee-paid dental insurance plan, vision plan and/or long term disability insurance plan, 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 the 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
SAWYER COUNTY**

**ON BEHALF OF WCCME, AFSCME,
AFL-CIO, LOCAL 1213-A**

By: _____
County Board Chair Date

By: _____
Date

By: _____
County Clerk Date

By: _____
Date

By: _____
Date

By: _____
Union Representative Date

SIDE LETTER OF UNDERSTANDING

This Agreement is entered into by and between Sawyer County (“County”) and Local 1213-A, AFSCME, AFL-CIO (“Union”).

1. Applicability. This agreement relates solely to bargaining unit members who are employed by the Department of Human Services and refers solely to modifications to the Working Agreement of each respective unit occasioned by an alternative work schedule.
2. Seniority. The parties agree that an employee who has not reported to work for a 35-hour work week without notifying his/her supervisor may be deemed to have his/her seniority terminated.
3. Work Day, Work Week. The parties agree that mutually agreeable changes to the normal work week and work day may be made by mutual consent. The parties agree that an alternative work schedule shall provide three work days of 8.5 hours with a 60-minute lunch, and one work day of 9.5 hours with a 45-minute lunch and a 45-minute supper. All lunch and supper periods shall be unpaid. Variations of these two major work schedules (the five-day week and the alternative schedule) may be made with supervisor approval. The parties further agree that participation in alternative work schedules shall be on a voluntary basis.

The parties agree that flexible or alternative scheduling will not result in a shift differential applied for or paid for employees working a flexible or alternative schedule, unless at least 25% of their time is scheduled at a time outside of normal agency hours of operation.

4. Overtime. The parties agree that an “employee’s normal work day” may refer to a 7-hour shift, 8.5-hour shift or 9.5-hour shift depending on the employee’s schedule. Further, the parties agree that a “regular work shift” refers to the work shift of the employee not the agency’s extended hours. Overtime compensation shall be governed by the respective Working Agreements.
5. Vacation. An earned day of vacation shall be equal to seven hours. Each employee’s earned and unused vacation shall be recorded by hours and shall be reduced by the actual hours or quarter hour portions of vacation taken by said employees. It is further understood that vacation time may be used to make up the difference between the length of a paid holiday or sick day and the length of a scheduled work day. It is further understood that the current Working Agreements do not prevent an employee from using vacation time by whatever amount is necessary to make up the difference between a scheduled work day and a seven-hour benefit day (holiday, vacation day or sick day). Vacation benefits shall be prorated for part time employees.

SIDE LETTER OF AGREEMENT

Employee Voluntary Vacation Leave Donation Fund

This agreement is entered into by and between Sawyer County (“County”) and Local 1213-A, AFSCME, AFL-CIO (“Bargaining Unit”).

An Employee Voluntary Vacation Leave Donation Fund shall be established as follows:

If an employee exhausts all of his/her paid leave accumulation (sick leave, vacation leave, personal holidays) due to personal illness, the employee may notify the Human Resources Office and Bargaining Unit President for implementation of the voluntary vacation leave fund. For purposes of this Agreement, “personal illness” shall exclude maternity leave except in the event of medical complications arising from the pregnancy.

The Bargaining Unit President shall notify the Bargaining Unit employees, through a standardized form, listing the employee in need of coverage and the projected number of days needed.

Each Bargaining Unit employee may voluntarily contribute a maximum of forty (40) vacation hours per calendar year.

The employee in need of coverage will be provided with donated vacation hours in increments equal to one regular workday (7 or 8 hours, depending on regular hours worked by the receiving employee) by a random drawing from vacation hours donated. If a part-time employee works a schedule of less than 7 or 8 hours per day, a “day” for that employee shall be defined as the average number of hours the employee worked per scheduled workday over the previous 12 months of employment.

Donating employees will lose one day (7 or 8 hours, based on the regular hours worked by the employee receiving the donated hours, or the number of hours equal to one day for a part-time employee), until all donating employees have lost an amount equal to one day for the employee receiving the hours. If the employee needs additional time, subsequent drawings will follow the same format until all donated hours are exhausted or the need for the leave ceases, whichever occurs first. The Union President and the Human Resources Manager shall conduct the drawings.

Any vacation hours remaining in the fund at the end of the leave will be returned to the donating employees whose hours were not drawn.

Donating employees will remain anonymous to the receiving employee.

If an employee has short- or long-term disability benefit(s) and becomes eligible to receive the benefit(s), the employee is required to apply and shall not be eligible for donated time after the disability payment is effective.

