

Jackson County

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DHHS
PROFESSIONAL
EMPLOYEES

Local 2717-A
Bilateral Agreement with
Jackson County

JANUARY 1, 2008 – DECEMBER 31, 2009

**WISCONSIN COUNCIL OF COUNTY AND
MUNICIPAL EMPLOYEES #40
AFSCME, AFL-CIO**

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AGREEMENT

This agreement made and entered into by and between Jackson County, Wisconsin, a municipal corporation, hereinafter called the "Employer" and Local #2717-B Professional Employees, Wisconsin Council of County and Municipal Employees, AFSCME, AFL-CIO, hereinafter called the "Union".

ARTICLE 1 - RECOGNITION

SECTION 1. The Employer hereby recognizes the Union as the exclusive bargaining agent for the purpose of conferring and negotiating on new positions, questions of wages, hours, conditions of employment and the adjustment of employee complaints and employee grievances for all regular full-time and regular part-time Professional employees of the Jackson County Health and Human Services Department, but excluding confidential, supervisory, and managerial employees.

SECTION 2. The Employer or its duly authorized representatives will meet with the duly selected Union contract and/or grievance committee within a reasonable time following a request for a meeting, in writing, indicating the meeting's purpose and the items to be discussed. The Union shall keep the Employer currently informed as to its officers, committees and committee members.

SECTION 3. The Employer agrees that each month it will deduct from the pay of all collective bargaining unit employees dues as established by the Union or a fair share service fee in the same amount and monthly remit the aggregate amount collected by such deduction to the Treasurer of the Union. Changes in the amount of dues/fees to be deducted shall be certified by the Union thirty (30) calendar days before the effective date of change. The Union, as the exclusive representative of all the employees in the bargaining unit, will represent all such employees, Union and non-Union, fairly and equally, and all employees in the unit will be required to pay as provided in this Article their proportionate share of the costs of representation by the Union. No employee shall be required to join the Union, but membership in the Union shall be made available to all employees who apply consistent with the Union constitution and bylaws. No employee shall be denied membership because of race, creed, color or sex.

The collective bargaining representative shall indemnify and save the County harmless against any and all claims, demands, suits, orders, judgments or other forms of liability against the County that arise out of the County's compliance with this fair share agreement.

ARTICLE 2 - MANAGEMENT RIGHTS

SECTION 1. The County possesses the sole right to operate County government and all management rights repose in its, but such rights must be exercised consistently with the provisions of this Contract. These rights, which are normally exercised by the Employer, include, but are not limited to, the following:

- A. To direct all operations of County government.
- B. To hire, promote, assign and retain employees in positions with the County and to suspend, demote, discipline or discharge for just cause.
- C. To relieve employees of their duties because of lack of work or for other legitimate reasons.
- D. To maintain efficiency of County government operations entrusted to it.
- E. To introduce new or improved methods or facilities.
- F. To change existing methods or facilities.
- G. To contract out for goods and services, except that such actions shall not result in the lay-off of employees in the bargaining unit.

- H. To determine the methods, means and personnel by which such operations are to be conducted.
- I. To formulate all reasonable rules and regulations for all operations and management of the department.
- J. To take necessary action to carry out the functions of the County in situations of emergency.
- K. To take necessary action to comply with the State and Federal laws.
- L. The Employer and the Union agree that the Employer may take any reasonable action to comply with the Americans with Disabilities Act.

The Union and the employees agree that they will not attempt to abridge these management rights and the County agrees that it will not use these management rights to interfere with the rights established under this agreement. Nothing in this agreement shall be construed as imposing an obligation upon the County of Jackson to consult or negotiate concerning the above areas of discretion and policies.

ARTICLE 3 - UNILATERAL RIGHTS

Rights claimed in this agreement shall be consistent with those rights and responsibilities conferred upon the Employer and the Union by applicable State and Federal Statutes. Nothing contained in this agreement shall be interpreted as granting to either party hereto authority to unilaterally establish any matter, which is subject to collective bargaining pursuant to Wisconsin Statutes.

ARTICLE 4 - GRIEVANCE PROCEDURES

SECTION 1. A grievance is defined as any difference or dispute regarding the interpretation, application or enforcement of the terms of this agreement. The grievance procedure shall not be used to change existing wage schedules, hours of work, conditions and fringe benefits.

SECTION 2. The failure to file or appeal a grievance in a timely fashion as provided in Section 4 of Article 4 shall be deemed a settlement and waiver of the grievance. The party who fails to receive a reply in a timely fashion shall have the right to automatically proceed to the next step of the grievance procedure. However, if it is impossible to comply with the time limit specified in the procedure because of work schedules, illness, vacation, etc., these limits may be extended by mutual consent in writing.

SECTION 3. 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.

SECTION 4 - Steps in Procedure.

Step 1. Any employee who has a grievance shall first discuss the matter with the Union Steward. The employee, individually or with a Union representative, shall present and discuss the written grievance with the Director or other designated non-Union supervisor within ten (10) working days after the employee knew or should have known the cause of the grievance. The grievance shall be filed on the approved grievance form and shall identify the remedy sought, the section or sections of the agreement involved, and a statement of the facts relied upon by the grievant. The aforementioned parties shall attempt to settle the complaint among themselves. A Union representative shall be given an opportunity to be present at said conference. The opportunity shall be extended by the employee bring the grievance. The Supervisor shall inform the employee and the Union within ten (10) working days of his decision in writing. In the event of a grievance, the grievant shall continue to perform his or her assigned tasks and grieve the complaint later.

Step 2. If a grievance is not settled satisfactorily in Step 1, it shall be presented to the Jackson County Health and Human Services Board for consideration at its next regularly scheduled meeting.

In the event an issue arises in which the Health and Human Services Board does not have the jurisdiction to resolve, the issue will be referred to the appropriate committee for consideration at its next regularly scheduled meeting. The written grievance shall identify the remedy sought; the section or sections of the contract involved, and a statement of the facts relied upon by the grievant. Said written grievance shall be submitted within ten (10) working days of the decision in Step 1. The grievant, with such Union representation as he desires, shall meet with said Committee to discuss the grievance, and the Committee shall answer the grievance, in writing, within thirty (30) days following said meeting. The Union will reply, in writing, within thirty (30) days of receipt of the Committee's answer, indicating whether they wish to drop the grievance or proceed to binding arbitration.

Step 3. Any grievance which cannot be settled through the above procedure may be submitted to final and binding arbitration as follows: Wisconsin Employment Relations Commission (WERC) staff member to serve as arbitrator. If the parties are unable to agree, the WERC shall appoint a member of its staff to serve as arbitrator. The decision of the arbitrator shall be limited to the subject matter of the grievance. The award of the arbitrator shall not modify, add to or delete from the express terms of the contract. Both parties shall share equally the costs and expenses of the arbitration proceedings, if any, including transcript fees and the fees of the arbitrator.

ARTICLE 5 - DISCIPLINE AND DISCHARGE

SECTION 1. The employer shall not discipline or discharge any employee without just cause. If, in any cause, the Employer feels there is a just cause for discipline, the employee and/or his/her steward will be notified, in writing, that the employee has been disciplined and the reasons therefore by the close of the first full working day following the date of discipline. Deposit of notification by certified mail within said period shall be deemed satisfactorily notice pursuant to this section.

SECTION 2. The procedure for discipline and discharge may include, but is not limited to, oral reprimand, written reprimand, suspension or discharge. These remedies may be applied in any order at the discretion of the Employer. The number of oral and written warnings and length of suspension shall be determined by the Employer.

ARTICLE 6 - SENIORITY

SECTION 1 - Seniority Defined. Seniority is the continuous service of an employee with the Employer compiled by time actually spent on the payroll, plus properly approved absences. Employment, for the purposes of determining seniority, shall include time for vacations, leaves of absence properly applied for and granted, layoffs of up to one (1) year, compulsory military service prescribed by law, illness or accident under the sick leave provisions, or maternity leave. Seniority shall begin on the first day of employment with the Jackson County Department of Health and Human Services.

The Employer recognizes the principles of seniority and such principles shall predominate where applicable, provided that employees involved in any decision to which the principle of seniority is applicable meet any necessary qualifications as established by the Employer.

SECTION 2 - Loss of Seniority. An employee will lose his/her seniority rights for the following reasons:

- A. Voluntary termination;
- B. Just cause discharge;

C. Failure to report to work after three (3) consecutive days of unexcused absence.

SECTION 3. All new employees shall serve a probationary period of twelve (12) months, during which time they may be discharged by the Employer without recourse to this agreement or the grievance procedure. For the purpose of this and other sections of the agreement a new employee shall be defined as a person newly hired by the department. Upon satisfactory completion of said probationary period, the employee's seniority shall date back to his/her original date or hire. During the probationary period a newly hired employee shall accumulate sick leave and vacation benefits, but they may not be used until six months of probation is completed.

SECTION 4 - Layoff Procedure. The County shall have the sole right to determine the position or positions to be eliminated. The selection of employees to be laid off shall be made according to the following procedures: Volunteers shall be considered first, then temporary employees, then newly hired probationary employees and then the employee with the least seniority. An employee being laid off shall be afforded the opportunity to replace an employee with less seniority, provided the employee is qualified to perform the work of that position.

SECTION 5. Rehiring of employees that have been laid off shall be in reverse order to that of laying off provided the recalled employees are qualified to perform the available work. An employee who quits or fails to report to work within three (3) days from receipt of notice of recall shall lose all prior seniority rights. The notice of recall for any employee who has been laid off shall be sent by certified mail to the last known address of the employee. Employees on lay off shall forward any change of address to their immediate supervisor. The recall period for employees on lay off shall be two (2) years.

ARTICLE 7 - JOB POSTING

SECTION 1. When it becomes necessary to fill vacancies or new positions within the bargaining unit, the Employer will post such vacancies or new positions for five (5) working days, during which time interested employees may apply by signing the posting. Job postings shall state the job to be filled, qualifications for the job and the rate of pay. The posting will accurately set forth the duties of the posted position. Posted positions shall be awarded as promptly as possible following the posting period to a qualified applicant. New positions will not be posted until the appropriate committee(s) and /or county board authorization has been received.

SECTION 2. Employees filling vacancy or new positions that is an advancement shall be placed on the salary schedule at the first step which allows an increase over their rate on the job they left.

SECTION 3. Successful applicants shall be allowed up to twenty (20) working days to satisfactorily perform the work on an awarded position, however, the Employer may at his discretion extend the period by up to an additional thirty (30) working days. Except in emergency situations, employees will not be required to perform the work from their former position beyond ten (10) working days in the new position. Employees not able to satisfactorily perform the work of an awarded position within the period granted shall be returned by the Employer to the position formerly held. If the successful applicant is not satisfied with the new position, he/she may return to the position formerly held within twenty (20) working days.

SECTION 4. The Employer shall have the right to make temporary assignments to positions which are vacant because of recruitment, posting, vacations, absenteeism, sickness, injury and professional schooling.

SECTION 5. Employees transferring from one position in the county to another will retain his/her accumulated benefits under the Chapter 4 provision but will serve a probationary period in the new union position as stated in the contract. Transferring employees are eligible to use accumulated benefit leaves.

ARTICLE 8 - HOURS OF WORK

SECTION 1 - The regular workweek shall consist of five (5) consecutive eight (8) hour days, Monday through Friday, 8:00 a.m. to 4:30 p.m.

SECTION 2 - Employees shall receive two (2) fifteen (15) minute breaks, one in each half of the shift.

SECTION 3 - Professional employees shall receive straight time hourly rate of pay for all work performed in excess of eight (8) hours with a twenty-four (24) hour period and shall receive time and one-half (1-1/2) for all hours worked on weekends and holidays.

Overtime work may be compensated by either time-off or cash payment as the Director designates. Compensatory time-off shall be renewable and refillable with not more than a twenty-four (24) hour cap. Overtime work shall only be performed with prior approval of the Director or his/her designee. Comp time is defined as time worked in excess of the eight (8) hour work period in which it is banked or paid out as overtime.

SECTION 4 - Employees shall receive a one-half hour lunch break during the eight and one-half (8-1/2) hour shift. The lunch hours shall be staggered in shifts. The Director or his/her designee will specify lunch hours for each employee between the hours of 11:30 a.m. and 1:30 p.m. The agency will continue to be open to the public during this period of time and partial staff from each section of the agency shall be available to meet the public need.

SECTION 5 - FLEX-TIME AGREEMENT

A. Notwithstanding Article 8, Hours of Work, section 1, individual employees in the unit may, with approval of their supervisor and under the provisions of this article, adjust their starting and quitting times by as much as one (1) hour. Further, supervisors can request employees to adjust the employee's starting and quitting times by as much as one (1) hour. Modifications of starting and quitting times shall be subject to the following conditions:

- i. All modifications shall be agreed to by the supervisor and the employee in advance.
- ii. An employee may not use flex time after the fact to excuse tardy arrival.
- iii. The supervisor retains absolute discretion to reject requests for flex time for any reason or no reason. No matter how long an employee is allowed to use flex time, the supervisor's prior approval of flex time shall not constitute past practice entitling the employee to continue to use flex time or to maintain any particular pattern of hours. Further, the allowance of flex time to any employee or to an employee in any classification or position shall not constitute a precedent allowing other employees in that classification or position to use flex time. The denial of flex time by a supervisor shall not be subject to the grievance procedure.
- iv. Discussions and agreements between supervisors and employees under this article do not constitute prohibited individual bargaining in violation of the Municipal Employment Relations Act, and employees are not entitled to union representation in discussions under this article.

- B. Employees shall be required to take a lunch break. Flex time shall not allow an employee to shorten the length of the work day. Flex time shall not cause accrual of overtime. Employees may not carry flex time from one day to another.
- C. For purposes of this agreement, flex time is defined as the deviation of the eight hour work day by one hour which does not constitute comp time or overtime. Comp time is defined as time worked beyond the eight hour shift in which it is banked or paid out as overtime. Provisions of comp time are further defined in the union contract.

ARTICLE 9 - VACATIONS

SECTION 1. Regular, full-time employees shall earn and accumulate vacation as follows:

1. During the 1st and 2nd years of service 5/6 of a day per each month of service.
2. During the 3rd through the 5th years of service one (1) day per each month of service.
3. During the 6th through the 9th years of service one and one-quarter (1-1/4) days per each month of service.
4. During the 10th through the 14th years of service one and one-half (1-1/2) days per each month of service.
5. During the 15th and each subsequent year, one and two-thirds (1-2/3) days for each month of service.
6. During the 20th year of service and each subsequent year 2 and 1/12 days per month.

Thirty (30) days vacation may be carried into the following year. Vacation shall not be taken in less than one-half (½) hour increments.

SECTION 2. The number of employees on vacation at any time shall be determined by the Director. Choice of vacation time shall be requested in writing as far in advance as possible. Employees must give a minimum of three (3) days notice for vacation time of less than five (5) days duration. One week notice must be given for vacations lasting five (5) or more days. Each employee shall post his/her vacation request on the union bulletin board and within three (3) days thereof an employee of greater seniority within that respective seniority unit may claim part or all of the vacation time requested, and the less senior employee may have to select a different vacation period if simultaneous vacation periods cannot be granted by the Director. Exceptions to the time limits may be granted upon approval and in the sole discretion of the Director or his/her designee.

Vacation time may not be taken in more than three (3) week increments. Any employee taking a vacation leave in excess of two (2) weeks shall first return to work for a three (3) week period before taking additional vacation. Exceptions may be made subject to the approval of the Department Committee for special circumstances. Nothing contained herein shall limit the employees use of vacation time under approved family and medical leave.

SECTION 3. One-week vacation shall consist of the number of days of a normal workweek. A normal workweek shall consist of five (5) working days. Holidays and off days shall not be considered as part of vacation. Should they occur during an employee's vacation, he/she will be granted credit for same.

SECTION 4. Any employee who is laid off, retired or resigns from the service of the Employer prior to taking his vacation shall be compensated in cash for the unused vacation he/she has accumulated at the time of separation; provided, however, that any employee who resigns must give the Employer two (2) weeks notice thereof to be eligible for said accrued vacation pay.

ARTICLE 10 - HOLIDAYS

SECTION 1. The following holidays shall be recognized and observed as paid holidays for regular, full-time employees;

<u>DAY</u>	<u>2008 Date</u>	<u>2009 Date</u>
New Years Day	January 1	January 1
Spring Holiday	March 26	April 10
Memorial Day	May 26	May 25
Independence Day	July 4	July 3
Labor Day	September 1	September 7
Thanksgiving Day	November 27	November 26
Day After Thanksgiving	November 28	November 27
Christmas Eve	December 24	December 24
Christmas Day	December 25	December 25
One (1) Floating Holiday		

The Floating Holiday shall be taken at the employee's discretion, with prior supervisory approval.

SECTION 2. Employees scheduled to work on holidays shall receive time and one-half (1-1/2) pay in addition to holiday pay.

SECTION 3. Whenever any of the holidays listed above fall on Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above fall on Sunday, the succeeding Monday shall be observed as the holiday. Whenever Christmas Eve falls on a Friday, the preceding Thursday shall be observed as the holiday, and whenever it falls on a Sunday, the preceding Friday shall be observed as the holiday.

ARTICLE 11 - SICK LEAVE

SECTION 1. Regular, full-time employees are entitled to one (1) day per month sick leave, which may be accumulated to a maximum of ninety (90) days. Sick Leave shall not be taken in units of less than one-half (½) hour increments. An annual record of sick leave earned and used shall be kept and this record shall be available to employees on request.

SECTION 2. Sick leave shall begin on the first day of absence and shall continue until the employee returns to work or has used all of his/her accumulated sick leave. Sick leave shall not occur during leave of absence. Employees who are sick and unable to report to work shall notify the department before the start of the regular shift except in case of emergency. Employees shall not be eligible for sick leave in excess of the sick days actually earned.

SECTION 3. During the first two (2) days of sick leave the County may at its own expense require a doctor's statement or other evidence or proof of illness. Employees who are proven guilty of abusing sick leave benefits shall be subject to discipline, including dismissal for just cause, as determined by the employer. Employees on sick leave for more than two (2) consecutive days may be required to submit a physician's statement of illness. Employees may be required to submit a physician's statement of illness after one (1) day of illness if that day is immediately before or after a scheduled holiday day off or if the Employer has evidence that the sick leave privilege is being abused.

SECTION 4. In the event that an employee shall terminate employment for reasons other than dismissal, such employee will be eligible to receive his/her regular rate of pay for any unused sick leave up to thirty-five (35) days providing such employee shall have worked for the County ten (10) years or more. This sick leave termination pay shall be subject to all normal deductions and will be paid as soon as practical through the normal payroll procedures.

The sick leave payout is based upon 10 years of full-time work equivalent to 2080 per year each of the 10 years. Part-time employees would be pro-rated at the equivalent of 2080 hours per year for 10 consecutive years of employment. (Example: it may take a part-time employee 20 years to work a full 10 years at 2080 pro-rated hours).

SECTION 5. Any excess accumulation of sick leave, over the maximum of 90 days in any calendar year, will be compensated at the rate of 50% during the first pay period in the following year.

ARTICLE 12 - FUNERAL LEAVE

SECTION 1. Regular full-time employees shall be granted three (3) days paid leave in the event of the death of the employee's spouse, children, parents, step-parents, step-children, brother or sister.

SECTION 2. Regular full-time employees shall be granted one (1) day paid leave in the event of a death of an employee's grandparents, grandchildren, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law and son-in-law.

ARTICLE 13 - RETIREMENT

SECTION 1. The Employer agrees to pay all of the employee's contribution to the Wisconsin Retirement Fund.

ARTICLE 14 - INSURANCE

HEALTH INSURANCE.

Effective January 1, 2007, employees will pay a \$250 individual and a \$500 family deductible.

Effective January 1, 2008, the Employer will pay 92% of both the family and single premiums of the agreed to group health insurance program.

Effective January 1, 2009 the Employer will pay 91% of both the family and single premiums of the agreed to group health insurance program.

The employer will pay 90% of both the family and single premiums of the agreed to group health insurance program for all new hires as of January 1, 2008.

Employees who retire between the ages of 55 and 65 and who have at least 10 years of service shall be eligible to participate in the group health insurance program for a maximum of five (5) years providing that said employee pays the entire premiums.

LIFE INSURANCE. The Employer agrees to enroll in the State of Wisconsin Life Insurance Plan during the term of this agreement. The Employer shall purchase for the employees, what is defined as the Basic Life Plan - coverage equal to 100% (one hundred percent) of the employee's prior year's WRS earnings. Any additional life insurance through the plan must be purchased at the employee's own expense. The Employer shall pay the additional premium necessary to insure the employee to 50% of earnings for Age 67 and over under the Wisconsin Life Insurance Plan.

MISCELLANEOUS HEALTH INSURANCE PROVISIONS.

The employee may participate in the existing basic health plan or the existing PPO Option Plans. The plan shall contain a minimum \$2,000,000 lifetime maximum limitation for employees within the bargaining unit.

There shall be an annual open enrollment period in which the employee may change benefit plans without penalty. Employees choosing the preferred provider plan shall be permitted to choose providers under the same terms and conditions as other employees.

Employer retains the right to change the minimum prescription drug card co-payment to \$10.00 (generic)/\$20.00 (name brand) but in no event shall the charges for members exceed those charged to other County employees.

DENTAL INSURANCE. Members shall be permitted to enroll at their own expense in the County's Dental Health Plan as provided to other employees. Employer retains the right to change the terms, conditions and premiums for said plan at their sole discretion.

SECTION 125 PLAN. Members shall be entitled to participate in the County's Section 125 Plan without cost to the employee under the same terms and conditions as other employees. Additional services or policies offered by the County's Section 125 Plan provider shall be available to the members under the same terms and conditions as that of other employees.

INCOME CONTINUATION INSURANCE. The Employer shall pay the base premium for Income Continuation Insurance as offered through the Wisconsin Department of Employee Trust Funds. Employees shall be entitled to purchase additional coverage at their own expense under the terms and conditions of said program.

ARTICLE 15 - MILEAGE

The Employer agrees to reimburse the employees for the use of their automobiles on Employer's business at the rate of thirty two and one-half cents (.325) per mile or the County policy in existence, whichever is greater.

ARTICLE 16 - PRIVILEGES OF THE UNION

SECTION 1. The Employer agrees to furnish and maintain a suitable bulletin board to be used by the Union for Union business only. The Union shall limit its posting to notices and bulletins to such bulletin board.

SECTION 2. The Union and its representatives may have the privilege of using the headquarters building at all reasonable hours for meetings concerning bargaining unit business, provided that established procedure is followed in requesting such use and no additional costs are incurred by the Employer.

SECTION 3. Duly authorized representatives of the Union may be permitted to transact official bargaining unit business in the headquarters building; provided that this shall not interfere with or interrupt normal department operations, provided further that established procedures is followed in requesting such use.

SECTION 4 – Mediation or Arbitration Pay:

Three (3) union members may participate in mediation and/or interest arbitration without loss of pay if conducted during the working day. The grievant(s), one (1) local Union officer and one (1) on-

duty employee witness shall suffer no loss in pay for necessary time spent at the arbitration hearing. No more than one (1) such on-duty employee witness shall be permitted to attend the hearing at any given time and the County will not be required to pay the wages for more than one (1) on-duty employee witness to attend the hearing at any given time. In the event of any dispute over the application of this paragraph, the parties agree to submit the dispute to the arbitrator at the hearing and to be bound by the arbitrator's bench decision thereon.

ARTICLE 17 - VALIDITY

Should any portion of this agreement be found to be in violation of any Federal or State Law by a court of competent jurisdiction, such provisions shall be immediately renegotiated and all other provisions of this agreement shall remain in full force and effect.

ARTICLE 18 - WAGES

The Wage Scale for the classifications covered by this contract shall be set forth in Exhibit A. Pay day for all bargaining unit employees shall be every other Friday.

ARTICLE 19 - WORK RULES

SECTION 1. The Employer may establish reasonable work rules. The Employer agrees to furnish each employee in the bargaining unit with a copy of work rules. New employees shall be provided with a copy of the rules at the time of hire.

SECTION 2. Employees shall comply with all reasonable work rules.

SECTION 3. Any unresolved complaint as to the reasonableness of any new or existing rule, or any complaint involving discrimination in the application of new or existing rules shall be resolved through the grievance procedure.

SECTION 4. The County agrees that it will continue to assume responsibility for training employees in the bargaining unit under the guidance of qualified personnel in the work to which they are assigned. Each employee assumes full responsibility for learning and knowing material presented in training sessions and further agrees to maintain a level of professional competence and physical and mental fitness necessary to perform the work assigned. Each employee further assumes full responsibility for learning and knowing all of the rules and regulations, policies and procedures of the department.

SECTION 5. The Employer may issue written reprimand notices to an employee and copies of such notices shall be forwarded to the Union Steward. The Union agrees to cooperate with the County by attempting to eliminate unsatisfactory work and violations of reasonable work rules.

ARTICLE 20 - LEAVE OF ABSENCE

SECTION 1. Requests for leave of absence shall be submitted in writing by the employee to the Director. The request shall state the reason for such leave and the length of time required. The Director shall reply in writing within a period of ten (10) working days following the request as to whether or not the leave is granted and if not, the reasons therefore. An employee may be granted a leave of absence for attendance at conventions or other professional or technical meetings. No employee shall be absent when scheduled for duty without permission from the Director or his/her designee. After three (3) days of absence not explained satisfactorily to the Director or his/her designee, the position may be declared vacant. In no case shall a leave of absence be granted for the purpose of accepting other employment. Sick leave and vacation benefits will be accrued in full

when an employee is on the payroll for any portion of a month. Holiday pay will be paid if the employee is in pay status before and after the holiday. Health Insurance premiums will be computed on a working day dollar amount. When requesting a leave of absence, it is the responsibility of the employee to inform the County as to whether or not he/she wishes to continue the health and life insurance benefits during the leave of absence, at their expense. The insurance premium will be paid to the County prior to the 25th of the month, for the following month. Failure to pay by the 25th will mean loss of coverage. In case of emergency, the employee will have 10 days to make the payment.

SECTION 2. The Health and Human Services Department will compensate an employee the difference between their daily wage rate and the amount received by said employee for jury service.

SECTION 3. A leave of absence of not more than six (6) months shall be granted as a leave of absence due to personal illness or for disability due to accident, provided a physician's certification is provided from time to time to substantiate the need for continuing the leave.

Additional time may be extended in specific cases by mutual agreement of the Union and the County. Any employee on leave under this section shall continue to accrue seniority. Further, any employee on leave under this Section is eligible to participate in the group health insurance plan, provided the employee pays the premiums.

SECTION 4. Employees requesting maternity leave will be guaranteed up to 12 weeks, with the option to use accumulated sick leave and/or vacation as part of the leave.

ARTICLE 21 - MISCELLANEOUS PROVISIONS

SECTION 1. Whenever any employee, as a condition of employment, must attend conferences, seminars, conventions, meetings, etc., he/she shall be reimbursed, by the County for his/her expenses. Furthermore, any employee who attends educational classes, as approved by the Director, shall be reimbursed for all expenses (tuition, books, mileage, etc.) that may arise from said classes.

SECTION 2 - Standby or On-Call Duty

1. Employees assigned to be on Standby or on-call shall be paid at the rate of: \$1.55 effective January 1, 2006. Said rate shall be adjusted annually according to the per cent annual wage adjustment as bargained between the parties, rounded to the nearest cent.
2. Employees assigned to be on standby or on-call shall be given the use of an electronic page device or "beeper" to obviate confinement to an office or home. During the times that the employees are assigned to stand-by or on-call duty, they shall be required to be continually within 30 miles of Black River Falls, WI, or be physically present at the Jackson County Sheriff's Department no later than 30 minutes of receiving a call, barring inclement weather.
3. Employees who must engage in face-to-face interviews shall be credited for the actual time worked, including travel time. Payment for work time credit shall be consistent with Article 8, Section 3, of the Bilateral Agreement.
4. The four (4) least senior Child and Family social workers shall be on-call. Upon hiring, new full-time Social Workers will be assigned on-call duties and will be placed in the juvenile on-

call rotation. Upon the newly hired Social Worker being assigned on-call duties, the most senior Social Worker staff member will be removed from the on-call rotation. An employee will not lose on-call duties because of achieving a job posting. Volunteers may be considered for on-call duties in addition to the four (4) regular social workers, with management approval.

5. In addition to the four persons assigned to be the regular juvenile intake on-call workers, there will be two additional social workers assigned "back-up" duties. Initially, these two workers will be the two least senior social workers in the agency not assigned regular on-call duty. These two back-up on-call workers will replace a regular on-call worker in the on-call rotation whenever there is a continuous vacancy in one of the on-call worker positions of more than three weeks due to registration/rehiring, a leave of absence granted under Article 20, or due to unanticipated illness or other emergency reason. When such a vacancy occurs in one on-call position, coverage of the vacancy will be shared by the two back-up workers. When such a vacancy occurs simultaneously in two on-call positions, each back-up worker will fill one of then vacancies in the on-call rotation. Whenever this back-up system is inadequate to staff all four on-call positions due to more than two long-term vacancies in the rotation, or due to the absence of an assigned back-up worker, the most recently relieved on-call worker will be reassigned to such duty as a back-up on-call worker until the emergency is resolved. The social work supervisor may be assigned back-up on-call duties in emergency situations, at the discretion of the agency director. When a newly hired social worker is assigned regular on-call duties resulting in the potential availability of five regular on-call workers, the most senior regular on-call worker will become a back-up on-call worker while the most senior back-up on-call worker will be "retired" from on-call duty.

SECTION 3 - Part-Time Employees

1. Regular part-time employees shall be reimbursed in accordance with the wage schedule currently in effect (i.e. 2080 hours = 1 year), and shall be placed in the appropriate classification for the position in which they are qualified. New part-time employees shall be placed at a step in the salary range commensurate with training and experience, as determined by the employer.
2. Salary increases for regular part-time employees shall occur in the same manner as for all full-time employees (i.e. 2080 hours = 1 year).
3. The employee benefits of vacation, sick leave, holidays, insurance plans and seniority for part-time employees shall be earned in proportion of the amounts and times specified in the work agreement for full-time employees commensurate with the proportion of time regularly worked by the part-time employee (i.e. half time employment = half time benefits). In lieu of the above benefits, the employee may elect to receive a twelve and one-half (12-1/2%) percent increase over gross salary. Under this option, the employee is eligible to participate in the County insurance plans, with the stipulation that the employee pays the total premium cost.
4. Hours and days worked shall be determined by the agency director.
5. Regular part-time employees shall be subject to the same terms and conditions as agreed for all full-time employees, except as specified in this section.
6. The probationary period for part-time employees shall be twelve (12) calendar months.

SECTION 4 - Americans with Disabilities Act

The Union and the Employer recognize the legal obligation to make reasonable accommodation for all employees with disabilities as defined by the Americans with Disabilities Act. The proposed

accommodation shall be the subject of bargaining with the Union prior to implementation if it violates an employee's contractual rights. Such an accommodation made by the Employer without first reaching an agreement with the Union shall be subject to challenge through the grievance and arbitration of this Agreement.

The Employer and the Union mutually agree that an employee who is a qualified individual with a disability as covered by the Americans with Disabilities Act is eligible for, upon request, reasonable accommodation as defined by the Act. The Employer in its sole discretion may make reasonable and necessary accommodations which do not impose an undue hardship as defined by the ADA including but not limited to modified work schedules, reassignment to a vacant position within or outside the bargaining unit (with the appropriate adjustment in wage rate), restructuring of existing bargaining unit job duties, use of adaptive devices, and making facilities accessible provided the employee is otherwise qualified and can perform the essential functions of the job. No accommodation made under this paragraph shall be deemed an amendment or breach of this agreement or otherwise treated as precedential.

In the event the Employer must accommodate the disability of an applicant or an employee whose work is within the parameters of Article 1 Section 1 - Recognition, by modifying job responsibilities, job assignment or work schedule, it will inform the Union of the need and the reasons therefor and the accommodation to be made. The Union shall have the opportunity to provide input regarding the accommodation(s) necessary. No such accommodation made will be deemed an amendment of the terms of this Agreement or otherwise be treated as precedential.

ARTICLE 22 - DURATION AND EXECUTION

SECTION 1. This agreement shall be binding and in full force and effect from January 1, 2008 through December 31, 2009.

SECTION 2. In the event the parties to this agreement have not agreed to a subsequent Labor Agreement on or before December 31, 2009, this agreement shall continue in full force and effect until a new agreement is reached. Conferences and negotiations shall be carried on between the County and the Union as follows:

Step 1 - Simultaneous submission of Union Proposal to Jackson County Personnel Dept, and Management Proposal to Union officials in writing by May 1, 2009.

Step 2 - Negotiations to begin no later than July 1, 2009.

This timetable is subject to adjustment by mutual written agreement of the parties consistent with the progress of negotiations.

ARTICLE 23 - NO STRIKE AGREEMENT

SECTION 1. Neither the Union nor any officers, agents or employees will instigate, promote, encourage, sponsor, engage in or condone any strike, slow down, concerted work stoppage, or any other intentional interruption of work during the term of this agreement.

SECTION 2. Upon notification by the County to the Union that certain of its members are engaged in violation of this provision, the Union shall immediately in writing order such members to return to work, provide the County with a copy of such an order and a responsible official of the Union shall cooperate with local news media in publicly ordering the members to return to work. In the event that a strike or other violation not authorized by the Union occurs, the Union agrees to have a responsible official appear in the County and urge the members to return to work as promptly as

possible. Failure of the Union to issue the orders to take the action required herein shall be considered in determining whether or not the Union caused or authorized the strike.

SECTION 3 - Penalties.

- A. Any or all of the employees who violate the provisions of this section may be discharged or disciplined, including the loss of compensation and the forfeiture of seniority, vacation benefits and holiday pay which would have accrued during the time of the acts described in Section 1 of this Article.
- B. The County at its election may seek payment of any liquidated damages owed under this provision in state suit proceedings.
- C. In addition to penalties provided herein, the employer may enforce any other legal rights and remedies to which by law it is entitled.

ARTICLE 24 - ENTIRE MEMORANDUM OF AGREEMENT

This agreement supersedes the previous wages, hours and working conditions of employment policies between the County and the employees of the Health and Human Services Department, and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto. The parties further acknowledge that during the negotiations which resulted in this agreement they each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the County and the Union for the life of this agreement each voluntarily and unqualifiedly waives the right, and each agrees to other shall not be obliged to bargain collectively with respect to any subject or matter referred to or covered by this agreement unless otherwise mutually agreed by the parties. If a law is changed that makes a change in this contract necessary, the parties may negotiate with respect to such change.

Dated at Black River Falls, Jackson County, Wisconsin, this ____ day of _____, 2009.

County of Jackson, By:

Local 2717-B, WCCME,
AFSCME, AFL-CIO, By:

JACKSON COUNTY
Professional Union
Exhibit A - Wage Scale - 2008

1/1/2008

	Start	6 mo.	18 mo.	24 mo.	36 mo.	48 mo.
Classification						
I	18.17	18.63	19.37	19.94	20.55	21.10
	37,793.60	38,750.40	40,289.60	41,475.20	42,744.00	43,888.00
II	19.66	20.27	21.39	21.98	22.64	23.17
	40,892.80	42,161.60	44,491.20	45,718.40	47,091.20	48,193.60
III	21.60	22.17	23.32	23.86	24.52	25.09
	44,928.00	46,113.60	48,505.60	49,628.80	51,001.60	52,187.20

6/30/200

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(Restructure)

	Start	6 mo.	18 mo.	24 mo.	36 mo.	48 mo.
Classification						
I	18.17	18.63	19.37	19.94	20.55	21.10
	37,793.60	38,750.40	40,289.60	41,475.20	42,744.00	43,888.00
II	19.66	20.27	21.39	21.98	22.64	23.17
	40,892.80	42,161.60	44,491.20	45,718.40	47,091.20	48,193.60
III	21.60	22.17	23.32	23.86	24.52	25.09
	44,928.00	46,113.60	48,505.60	49,628.80	51,001.60	52,187.20

9/1/2008

	Start	6 mo.	18 mo.	24 mo.	36 mo.	48 mo.
Classification						
I	18.35	18.82	19.56	20.14	20.76	21.31
	38,168.00	39,145.60	40,684.80	41,891.20	43,180.80	44,324.80
II	19.86	20.47	21.60	22.20	22.87	23.40
	41,308.80	42,577.60	44,928.00	46,176.00	47,569.60	48,672.00
III	21.82	22.39	23.55	24.10	24.77	25.34

	45,385.60	46,571.20	48,984.00	50,128.00	51,521.60	52,707.20
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Exhibit A - Wage Scale - 2009

1/1/2009

	Start	6 mo.	18 mo.	24 mo.	36 mo.	48 mo.
Classification						
I	18.72	19.20	19.95	20.54	21.18	21.74
	38,937.60	39,936.00	41,496.00	42,723.20	44,054.40	45,219.20
II	20.26	20.88	22.03	22.64	23.33	23.87
	42,140.80	43,430.40	45,822.40	47,091.20	48,526.40	49,649.60
III	22.26	22.84	24.02	24.58	25.27	25.85
	46,300.80	47,507.20	49,961.60	51,126.40	52,561.60	53,768.00

Position by Classification - Professional

- I Public Health Nurse I; Social Worker I
 Birth to Three Teacher/Service Coordinator
 Environmental Health & Sanitarian I

- II Public Health Nurse 2; Social Worker II
 Birth to Three Teacher/Service Coordinator
 Environmental Health & Sanitarian II

- III Social Worker III; LTS Business Administrator

Section 2. Employees reclassified to a higher classification shall go to the step in the wage schedule that grants them an increase in pay and then said employees progress based on the time intervals cited in the wage schedule.

Section 3. To progress to the next position by classification (I to II), the employee must have served 2080 hours in the first classification, and the employee must hold current licensure or certification in the State of Wisconsin as required for his/her position. Employees must have Wisconsin state certification or licensure (a training certificate or temporary certificate does not apply) for movement to classification II.

NONPRECEDENTIAL – NEW POSITION(S)
SIDE LETTER OF AGREEMENT

This side letter expires on the last day of the successor agreement to the 2002-2003 collective bargaining agreement between the Jackson County Dept of Health & Human Services and Professional Employees Local 2717-B.

This agreement is non-precedential and may not be cited in any future proceeding after its expiration. The terms are as follows:

A position is “new” under Article 7 (Job Posting) of the collective bargaining agreement.

- (a) If 50% or more position duties, measured in time spent, are changed by management, with the intent that the changes continue for 1 or more years; or,
- (b) If the position is required to perform duties outside of the scope of social work or nursing.

Dated this 28th day of October 2003.

This side letter of agreement will expire on 12/31/2009 if no other issues occur with “new” positions as defined above.

Signed on this _____ day of 2008.

BY THE COUNTY:

BY THE UNION:

