

Bilateral Agreement with

Jackson County

Highway Department

Local 2717-C

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

AND

Jackson County

Duration: 1/1/2008 – 12/31/2009

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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-C, 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 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 employees of the Jackson County Highway Department, excluding supervisory, managerial, clerical and confidential 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) 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 by-laws. 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, judgements 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 it, 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.

ARTICLE 4 - GRIEVANCE PROCEDURE

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. For purposes of this Article, "days" shall be defined as workdays excluding Saturdays, Sundays and holidays.

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 Commissioner or other designated non-Union supervisor within ten (10) days after the employee knew or should have known the cause of the grievance. The grievance shall be filed on an 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 bringing the grievance. The commissioner shall inform the employee

and the Union within ten (10) 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 Highway Committee for consideration at its next regularly scheduled meeting. In the event an issue arises in which the Highway Committee 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) 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: The arbitrator shall be a WERC staff member mutually agreed upon by the parties. If the parties are not able to reach an agreement on the selection of the arbitrator, 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 arbitrator. Each party shall be responsible for the costs and expense of presenting its case. The WERC filing fee shall be split by the parties.

Step 4. If the Highway Committee hearing or the grievance arbitration hearing takes place during working hours, witnesses shall be paid for only the time necessary to submit testimony. In addition to the witnesses, the grievant(s) and two (2) Union Officials, in addition to the Staff Representative, shall be allowed to be present for the Highway Committee hearing and the grievance arbitration hearing without loss of pay. If the Highway Committee hearing or grievance arbitration hearing takes place outside of working hours, any bargaining unit employee may attend.

ARTICLE 5 - DISCIPLINE AND DISCHARGE

SECTION 1. The Employer shall not discipline or discharge any employee without just cause. If, in any case, the Employer feels there is a just cause for suspension or discharge, the employee and/or his/her steward will be notified, in writing, that the employee has been discharged or suspended and the reasons therefore by the close of the first full working day following the date of discharge or suspension. 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 family leave. Seniority shall begin on the first day of employment with the Jackson County Highway Department.

SECTION 2 - Loss of Seniority. An employee will lose all seniority rights and his/her employment relationship shall be considered terminated for any of the following reasons:

- A. If he/she quits;
- B. If he/she is discharged for just cause;
- C. If he/she is absent from work in excess of three (3) consecutive workdays without notifying the County, unless he/she has a valid excuse. The employee is expected to report his/her absence promptly;
- D. If he/she is laid off for a period of more than one (1) year without being recalled;
- E. If he/she retires;
- F. If he/she fails to report to work upon termination of a leave of absence unless emergency circumstances prevent him/her from doing so. If an emergency circumstance exists, the employee shall notify the Employer of the emergency circumstance within three (3) workdays of the termination of a leave of absence.

SECTION 3. Regular part-time employees shall have their seniority determined on a pro-rata status in relation to the number of hours worked by full-time employees.

SECTION 4 - Probation. All new employees shall serve a probationary period of one (1) year 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 of hire. Vacation benefits may not be used during probation. Sick leave benefits may be used during probation as they are accrued.

SECTION 5 - Layoff Procedure. The County shall have the sole right to determine the position or positions to be eliminated or reduced. In reducing personnel, the last person hired in the Highway Department will be the first person laid off, providing the remaining employees are qualified to perform the remaining work.

SECTION 6 - Recall. Rehiring of employees who 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. Laid off employees shall retain seniority rights for a period of one (1) year from the date of layoff. The Notice of Recall for an employee who has been laid off shall be sent by certified mail to the last known address of the employee. Employees on layoff shall forward any change of address to their immediate supervisor. The employee must answer the Notice within five (5) days of receipt of the Notice. Failure to be available for work within seven (7) days of receipt of the Notice shall terminate the employee's seniority rights. No new employee shall be hired while there are seniority employees on the laid off list.

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. Posted positions shall be awarded as promptly as possible following the posting period to a qualified applicant. The qualified applicant with the

most seniority shall be selected to fill the vacancy or new position. This Section does not prohibit the Employer from advertising vacancies during the job-posting period.

SECTION 2. Successful applicants shall be allowed up to sixty (60) 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. 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.

ARTICLE 8 - HOURS OF WORK

SECTION 1. The regular workweek shall consist of five (5) consecutive eight (8) hour days, Monday through Friday, 7:00 a.m. to 3:00 p.m.

SECTION 2. Employees shall work a straight eight hour shift with two (2) twenty (20) minute breaks; one in each half of the shift.

SECTION 3. Employees shall receive time and one-half (1-1/2) compensation for all work performed over forty (40) hours per week or eight (8) hours per day and Saturday, Sundays and holidays. The County has the right to require reasonable overtime work.

SECTION 4. The Employer shall provide a safe place to eat and wash-up for employees who work with hazardous materials.

SECTION 5. Employees shall report to the shops at starting and quitting times, except as otherwise directed by the Highway Commissioner.

SECTION 6. Employees who are called in to work outside of the regular workweek shall receive a minimum of one and one-half (1-1/2) hours of compensation at time and one-half.

ARTICLE 9 - VACATIONS

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

- A. During the 1st and 2nd years of service 5/6 of a day per each month of service.
- B. During the 3rd through the 5th years of service one (1) day per each month of service.
- C. During the 6th through the 9th years of service one and one-quarter (1-1/4) days per each month of service.
- D. During the 10th through the 14th years of service one and one-half (1-1/2) days per each month of service.
- E. During the 15th and each subsequent year, one and two-thirds (1-2/3) days for each month of service.
- F. During the 20th year of service and each subsequent year 25 days per year.

Vacation time shall not be taken in units of less than one-half (1/2) hour increments provided, however, that the minimum vacation time taken shall not be less than one (1) hour. Employees may carry over up to thirty (30) days of vacation from calendar year to calendar year.

SECTION 2. The number of employees on vacation at any time shall be determined by the Commissioner or his/her designee. Choice of vacation time shall be requested in writing as far in advance as possible. Employees must give a minimum of three (3) workdays notice for vacation time of five (5) days or less. Ten (10) calendar days' notice must be given for vacations lasting more than five (5) 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 Commissioner or his/her designee. Exceptions to the time limits may be granted upon approval and in the sole discretion of the Commissioner 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 medical leave.

SECTION 3. One-week vacation shall consist of the number of days of a normal workweek. A normal work 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
Floating Holiday	One (1)	One (1)

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 ½) 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 shall 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 ($\frac{1}{2}$) hour increments provided, however, that the minimum sick leave time taken shall not be less than one (1) hour minimum. 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 accrue during unpaid 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 after one (1) day of illness if that day is immediately before or after a scheduled holiday 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.

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, brother, sister, step-child or step-parent.

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, son-in-law, step-brother and step-sister.

ARTICLE 13 - RETIREMENT

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

ARTICLE 14 - INSURANCE

HEALTH INSURANCE.

Upon ratification, the Employer will pay 92% of both the family and single premiums of the agreed to

health insurance program, effective January 1, 2008.

Effective January 1, 2009 the Employer will pay 91% of both the family and single premiums of the new group health insurance program. The health insurance deductibles will be \$1,000 for the single plan and \$2,000 for the family plan. The employee is responsible for paying their portion of the deductible as follows: \$250 single and \$500 family. The County is responsible to contribute the following amounts as a Health Reimbursement Account (HRA) of: \$750 for the single plan and \$1500 for the family plan.

The employer will pay 90% of both the family and single premiums 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 5 years, providing that said employee pays the entire premium.

LIFE INSURANCE. Employees shall be covered by the Wisconsin statutory life insurance policy with the Employer paying 100% of the premiums for the basic benefit level. Employees who choose additional benefits shall be required to pay the additional premium. Employees may elect to continue the insurance plan, after retirement, at their 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.

(a) The employees may participate in the County Plan.

(b) 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.

Employer retains the right to change the minimum prescription drug card co-payment to: Formulary Generic \$15, Formulary Brand \$30, and Non-Formulary \$50 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 courthouse 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 Highway Department; provided that this shall not interfere with or interrupt normal department operations, provided further that established procedures are followed in requesting such use.

ARTICLE 17 - WAGES

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

ARTICLE 18 - 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 Employer may issue written reprimand notices to an employee and copies of such notices shall be forwarded to the Union. The Union agrees to cooperate with the County by attempting to eliminate unsatisfactory work and violations of reasonable work rules.

ARTICLE 19 - LEAVE OF ABSENCE/JURY DUTY

SECTION 1. Requests for leave of absence shall be submitted in writing by the employee to the Commissioner. The request shall state the reason for such leave and the length of time required. The Commissioner 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 therefor. No employee shall be absent when scheduled for duty without permission from the Commissioner or his/her designee. After three (3) days of absence not explained satisfactorily to the Commissioner 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 his/her expense. The insurance premium will be paid to the County prior to the 20th of the month, for the following month. Failure to pay by the 20th will mean loss of coverage. In case of emergency, the employee will have ten (10) days to make the payment.

SECTION 2. The Highway Department will compensate an employee the difference between their daily wage rate and the amount received by said employee for jury service. If such duty does not require the employees to be away from work for the entire day, the employee shall report to work for the portion of his/her work day for which it is practical to do so. The employee shall only be paid the wage differential for those hours during which such duty requires him/her to be away from work.

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 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 family leave may be guaranteed up to 12 weeks, with the option to substitute accumulated sick leave for the period of disability. Employees may also substitute accrued vacation.

SECTION 20 - MILITARY LEAVE

SECTION 1. Employees who are members of a military service shall be granted a leave of absence for their annual tour of two (2) weeks. Employees called to active duty shall be granted a military leave of absence.

SECTION 2. Employees receiving leave for annual two (2) weeks tours shall be paid the difference between their military pay and the pay they would have normally earned had they worked for the County.

SECTION 3. Employees receiving military leave for active service shall be entitled to return to his/her former job at the current rate of pay with no loss in seniority and benefits, providing said employee returns to work within ninety (90) days of discharge. Seniority shall accrue while in the service on active duty.

ARTICLE 21 - MISCELLANEOUS PROVISIONS

SECTION 1. Whenever any employee, as a condition of employment, must attend conferences, seminars, conventions, meetings safety training, CPR classes, First Aid training, education on AIDS, etc., he/she shall be reimbursed by the County for his/her expenses according to County policy.

SECTION 2. 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).
2. Regular Part-Time: A position scheduled thirty-four (34) or less hours per week and designated permanent. The employee has the following options.
 - a. Twelve and one-half percent (12.5%) over gross salary in lieu of vacation, sick leave and holidays. The employee is eligible to participate in the County insurance plans with the stipulation that the employee pays the total premium cost.
 - b. Fractional benefits of vacation, sick leave and holidays. The employee is eligible to participate in the County insurance plans, with the stipulation that the employee pays the said fractional amount of the premium costs.
3. 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.

SECTION 3. Employees working in a higher class job shall receive the rate of pay of the higher class job for all time worked. If employees work in the higher class job for four (4) hours or more, they shall be paid the higher class rate for the entire day.

SECTION 4. The Employer shall provide coveralls for all employees on tar crews.

SECTION 5. All employees of the Jackson County Highway Department shall be required to obtain and maintain a commercial drivers license certification on their regular license. All employees hired after 1/1/94 and employees who currently hold hazardous material and tanker endorsements shall be required to hold these endorsements. Employees shall have up to six (6) months to pass the endorsements. The cost of the difference between the regular license and a Class A commercial drivers license, plus endorsements shall be borne by the Employer.

SECTION 6. Management and representatives of the Union shall meet once every three (3) months to discuss safety issues.

SECTION 7. The Union accepts the Employer's Drug and Alcohol Testing Program to the extent that it is mandated by law. Said acceptance in no way limits any rights or benefits found elsewhere in the Collective Bargaining Agreement that are not inconsistent with federal or state law.

SECTION 8. 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.

Section 9: Family Medical Leave Act (FMLA)

Employees may be able to utilize the State and Federal Family and Medical Leave Act subject to eligibility. For a complete explanation of benefits contact the Jackson County Personnel Department.

ARTICLE 22 - VOLUNTEER FIREMAN LEAVE

SECTION 1. When an employee is called to a fire, the County will pay the employee his regular straight hourly wage up to a maximum of eight (8) hours per day.

The employee shall notify his immediate supervisor prior to leave work for a fire call or by 6:00 a.m. if the fire call will prevent the employee from reporting to work at his normal time. If the fire call does not require the employee's attendance for the entire day, the employee shall return to work as soon as practicable. If the fire call will require the employee's attendance for the entire day, the employee shall inform his immediate supervisor of this fact as soon as possible.

ARTICLE 23 - 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.** Submission of Union bargaining requests in writing by May 1, 2009 to Negotiating Committee of the Jackson County Board.
- Step 2.** The Negotiating Committee will advise the Union on or before June 1, 2009 of the position of the County concerning its bargaining requests.
- Step 3.** Negotiations to begin after the response of the County but in no event later than July 1, 2009.

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

SECTION 3. The Union Executive Board shall not suffer a loss of pay because of negotiations, meditations or interest arbitration hearings, including the informal investigation step of the interest arbitration procedure. Management shall make a reasonable effort to schedule these outside of normal work hours.

ARTICLE 24 - 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 25 - SAVINGS CLAUSE

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

ARTICLE 26 - ENTIRE MEMORANDUM OF AGREEMENT

This Agreement, reached as a result of collective bargaining, represents the full and complete agreement between the parties, and supersedes all previous agreements and past practices between the parties. Any supplemental amendments to this Agreement shall not be binding upon either party unless executed in writing by the parties thereto. Waiver of any breach of this Agreement by either party not constitute a waiver of any future breach of this Agreement.

Dated at Black River Falls, Jackson County, Wisconsin, this ____day of _____2008.

County of Jackson, By:

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

Jackson County Highway Department - EXHIBIT A – 2008 WAGES

January 1, 2008	Hire Rate	12 Month Rate
RANGE 1 – Patrolman (26)	1/1/2008 16.27	1/1/2008 17.24
	9/1/2008 16.43	9/1/2008 17.41
RANGE 2 – Heavy Equipment Operators (4) Only the following shall be considered Heavy Equipment: Air Compressor Weed Sprayer Tandem Truck with Dual Wings Crawler Dozers End Loaders Excavator Tractor / Loader / Backhoe (excluding Skid Steer) Graders Shoulder Machine 5 th Wheel Moving Tractor / Trailer Combination Paver Rollers – All Sign / Bridge Inspector (1) Timekeeper / Stock Clerk (1) Mechanics (1) Welder / Fabricator (1)	1/1/2008 16.73	1/1/2008 17.84
	9/1/2008 16.90	9/1/2008 18.02
RANGE 3 – Foreman (2)	1/1/2008 17.06	1/1/2008 18.25
	9/1/2008 17.23	9/1/2008 18.43

There shall be four (4) posted full-time Heavy Equipment positions, exclusive of the Time Keeper/Stock Clerk position.

Jackson County Highway Department - EXHIBIT A – 2009 WAGES

January 1, 2009	Hire Rate	12 Month Rate
RANGE 1 – Patrolman (26)	Jan 1, 2009 16.76	Jan 1, 2009 17.76
RANGE 2 – Heavy Equipment Operators (4) Only the following shall be considered Heavy Equipment: Air Compressor Weed Sprayer Tandem Truck with Dual Wings Crawler Dozers End Loaders Excavator Tractor / Loader / Backhoe (excluding Skid Steer) Graders Shoulder Machine 5 th Wheel Moving Tractor / Trailer Combination Paver Rollers – All Sign / Bridge Inspector (1) Timekeeper / Stock Clerk (1) Mechanics (1) Welder / Fabricator (1)	Jan 1, 2009 17.24	Jan 1, 2009 18.38
RANGE 3 – Foreman (2)	Jan 1, 2009 17.57	Jan 1, 2009 18.80

There shall be four (4) posted full-time Heavy Equipment positions, exclusive of the Time Keeper/Stock Clerk position.

JACKSON COUNTY
Management and Highway Union Agreement
October 24, 2008

Items agreed to as follows:

- Wages as presented: 2% (two percent) January 1 and 1% (one percent) September 1 of 2008 and 2% (two percent) January 1 of 2009
- Insurance retro to 1-1-08 (8% employee share for 2008)
 - Insurance at 9% for 2009
 - Insurance at 10% contribution for employees hired after 1-1-08
- Will accept new insurance at the \$250/\$500 plan with no dental – HRA \$750 single and \$1500 family (as presented on the green sheets)
- Me too clause drug co-pays
- All other previous TA's
 - Two year contract
 - Job posting from twenty to sixty days
 - Eliminate chip spreader and body work

Date: October 24, 2008

Signed on behalf of Jackson County

Signed on behalf of Highway Union
