



LABOR AGREEMENT

Between

DODGE COUNTY

and

**DODGE COUNTY
HEALTH FACILITIES EMPLOYEES**

LOCAL 1576, AFSCME, AFL-CIO

January 1, 2008 to December 31, 2010

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**ARTICLE I
AGREEMENT/INTRODUCTION**

This Agreement entered into effect this 1st day of January, 2008 by and between the County of Dodge, Wisconsin, hereinafter referred to as the Employer and the Dodge County Health Facilities Employees, Local 1576, AFSCME, AFL-CIO, hereinafter referred to as the Union.

WHEREAS, the parties to this Agreement recognize that the purpose of this Agreement is to better the resident care given to the residents at Clearview, hereinafter referred to as the Facilities; and that the care of these residents is the primary and overriding objective of the parties hereto; and

WHEREAS, the mutual interest of the Employer and Employees is recognized by this Agreement for the operation of the various departments under methods that will promote the welfare of the Employees, economy of operations, cleanliness and proper care of equipment and the protection of property and the facilities for a fair and peaceful adjustment of differences that may arise from time to time and the promulgating of rules and regulations and ethical conduct of relations between the Employer and Employees.

NOW: THEREFORE, the parties hereto have reached the following Agreement:

**ARTICLE II
RECOGNITION AND FAIR SHARE AGREEMENT**

- 2.1 The Employer hereby recognizes the Dodge County Health Facilities Union 1576, AFSCME, AFL-CIO as the exclusive bargaining agent for all regular full-time and regular part-time Employees of the Facilities, excepting Accounting Specialist – Flex, Administrative Assistant – Employee Services, Administrative Secretary – Nursing, Payroll Specialist, and Recruitment Benefits Coordinator and all confidential, professional, managerial and supervisory employees and temporary student help and that pursuant to the provisions of Section 111.70, Wisc. Stats., the Union is the exclusive bargaining representative for said Employees with respect to wages, hours and conditions of employment. This provision shall not be interpreted for purposes other than the identification of the bargaining representative and of the bargaining unit.
- 2.2 The Employer hereby recognizes the "Fair Share" principle as set forth in Wisconsin Statute 111.70 amended.
 - 2.21 The Union as the exclusive representative of all the Employees in the bargaining unit shall represent all such Employees, both Union and Non-Union, fairly and equally, and all Employees in the bargaining unit shall be required to pay their proportionate share of the cost of collective bargaining and contract administration.
 - 2.22 No Employee shall be required to join the Union, but membership in the Union shall be made available to all employees who apply, consistent with the Constitution and By-Laws of the Union. No employee shall be denied Union membership on the basis of race, creed, color, sex, or sexual orientation.

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2.23 The Employer shall deduct from the first paycheck of each month an amount, certified by the Treasurer of Local 1576, as the union dues required by all Union members from the pay of each Employee in the bargaining unit. With respect to newly hired Employees, such deduction will commence on the month following the completion of the six (6) month probationary period.

2.24 The aggregate amount so deducted, along with an itemized list of the Employees from whom such deductions were made, shall be forwarded to the Treasurer of Local 1576 within ten (10) days of the date such deductions were made. Any changes in the amount to be deducted shall be certified to the Employer by the Treasurer of Local 1576 at least thirty (30) days prior to the effective date of such change. Along with the itemized list of the Employees, shall be included the current mailing address of newly hired Employees upon completion of the probationary period and changes of address of current bargaining unit members.

ARTICLE III MANAGEMENT RIGHTS

3.1 Except as hereinafter provided, the Employer shall have the sole and exclusive right to determine the number of Employees to be employed, the duties of each of these Employees, the nature and place of their work and all other matters pertaining to the management and operation of the Facilities including the hiring, promotion, transferring, demoting, suspending, or discharging for cause of any Employee. This shall include the right to assign and direct Employees, to schedule work and to pass upon the efficiency and capabilities of the Employees and the Employer may establish and enforce reasonable work rules and regulations. Further, to the extent that rights and prerogatives of the Employer are not explicitly granted to the Union or Employees, such rights are retained by the Employer. However, the provision of this section shall not be used for the purpose of undermining the Union or discriminating against any of its members.

ARTICLE IV NON-DISCRIMINATION

4.1 The Employer agrees that no Employee will be discriminated against on the basis of Union involvement, age, race, national origin, sexual orientation, marital status, religion, color, ancestry, handicap, sex, or arrest or conviction record.

ARTICLE V CONDUCT OF BUSINESS

5.1 The Union shall keep the Administrator informed in writing of its selection of Officers and members who are qualified to represent the Union.

5.11 Management shall keep the Union and its members informed in writing of its selection of Administrator, Assistant Administrator and all other supervisory staff, including the shift and floor for which they are responsible.

5.2 The Union agrees to conduct its business off the job, except as hereinafter provided. This article shall not operate in any manner that would prevent a steward from the proper investigation and processing of any grievance in accordance with the procedures outlined in this Agreement, or to prevent certain routine, reasonable business such as the posting of Union notices and bulletins.

- 5.21 Any Union officer or member coming into the Facility for the purpose of conducting Union business other than during his/her regular working hours shall notify the Administrator or his/her designee.
- 5.3 The Employer hereby agrees that reasonable time spent in the investigation, processing and presentation of grievances during regular working hours shall not be deducted from the pay of delegated representatives of the Union. "Reasonable time" for these purposes shall be approximately fifteen (15) minutes to one-half (1/2) hour.
- 5.31 Whenever meetings are held with Management and the Union, the parties will be represented equally, not inclusive of the grievant.
- 5.4 Duly elected Union delegates or alternatives to
1. Wisconsin Council 40 Convention;
 2. Wisconsin State AFL-CIO Annual Convention;
 3. Wisconsin Council 40 People Convention;
 4. Wisconsin Council 40 Institutional Conferences
- shall be granted time off, not to exceed a total of five (5) work days annually with the approval of Management, to attend said events. This time off may be charged to vacation, holiday credits, personal days, etc., or to leave without pay as the Employee may designate. The Union shall give the Employer at least one (1) week's advance notice of the Employees who will be attending such functions whenever possible.
- 5.5 Employees who are selected by the Union to attend educational classes conducted by or for the Union shall be granted time off for the purpose of attending such classes. The number of work days off for such purposes shall not exceed ten (10) for each Employee in any one calendar year; the number of Employees granted time off for such purposes shall not exceed twelve (12) for any one class. This time off may be charged to vacation credits, holiday credits, personal days, etc., or leave without pay as the Employee may designate, upon approval of Management. The Union shall give the Employer at least one week's advance notice of the Employees who will be attending such training whenever possible.
- 5.6 Business agents or representatives of the Union having business with the Officers or individual members of the Union may confer with such Officers or members during the course of the work day for reasonable periods of time, as above defined, provided that notice is first given to the Supervisor immediately in charge of such Officer or members.
- 5.7 The Employer agrees to provide and allow the Union use of bulletin board space in a designated area in the work location.
- 5.8 The Union President will be allowed to take time-off without pay to hold noon Union meetings up to three (3) times per year, with a maximum of one (1) hour per occurrence, provided it does not interfere with resident care and has management approval.
- 5.9 Local Union Officers and Stewards assigned to the second shift may be granted time off without pay to attend general membership Union meetings and Dodge County Labor Council meetings if it does not interfere with resident care. If granted, they may leave at 6:00 and do not have to return for their shift.

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- 5.10 The Employer agrees to establish Union/Management meetings when it is considered mutually necessary by both parties. Such meetings shall be held at a mutually agreeable time. Items to be included on the agenda are to be submitted at least five (5) days in advance of the scheduled date of each meeting if at all possible. Upon request of either party, the County Human Resources Director and Union Business Agent may be requested to be in attendance.

ARTICLE VI HOURS OF WORK AND OVERTIME

- 6.1 **Workweek/Schedules/Hours:** The normal workweek for regular full-time and regular part-time Employees shall consist of those hours presently worked by the Employees and they shall not be changed unless mutually agreed by both parties.
- 6.2 The normal workday for Nursing Employees and Restorative Nursing Employees shall consist of eight and one-quarter (8-1/4) hours, including a one-half (1/2) hour meal period.
- 6.3 Nursing Employees and Restorative Nursing Employees shall be entitled to a fifteen (15) minute break and a thirty (30) minute lunch period during each eight and one-quarter (8-1/4) hour shift.
- 6.31 Regular full-time and Dietary Employees who are scheduled to work forty hours per week shall be entitled to two (2) fifteen minute breaks in addition to their thirty (30) minute lunch period during each eight and one-half (8-1/2) hour shift.
- 6.4 Employees working in Nursing Services (except Independent Living Assistants and Community Living Assistants), Activities, Dietary, Environmental Services, Financial/Employee Services and Health Information Management will work a 7.75 hour workday. This shall apply to employees hired on or after July 1, 2008 and to employees who transfer or bump into a new or different position on or after July 1, 2008. Employees who fill in for an employee to whom this applies will work the appropriate schedule for the person for whom he/she is working. Benefit pro-ration for persons to whom this applies and part-time and call-in employees will be based on the 7.75 hour schedule. Employees to whom this would not normally apply may request to have their position schedule permanently adjusted to the 7.75 hour schedule.
- 6.5 An Employee called in to work shall receive a minimum of two (2) hours pay, or pay for actual time worked, whichever is greater. An Employee called in to attend a required educational or staff meeting shall receive a minimum of one (1) hour pay or pay for the actual time in attendance, whichever is greater. It is the understanding of both parties to this Agreement that Management, whenever possible, will try to schedule such meetings during the Employee's normal schedule of hours. The minimums in this Section shall not apply to call-ins which are either consecutively prior to or subsequent to the Employee's regular schedule of hours.
- 6.51 If the Employer requires or approves an Employee to attend or take any course training or schooling as part of their employment, the entire cost of fees, tuition and materials will be paid by the County in addition to receiving a minimum of one (1) hours pay or pay for the actual time of attendance, whichever is greater.
- 6.6 A regular schedule shall not exceed five (5) successive workdays. The Employer shall attempt to formulate a work schedule which will provide alternate Saturdays and Sundays off, but due to the nature of the work at the Facility, such scheduling may not always be possible.

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6.7 **Overtime.** It is understood by the Union that the Employer has the right to schedule overtime work. Overtime pay shall be paid only for that work performed at the express request and with the full permission of the Employee's supervisor or Administrator. An Employee cannot be compelled to work overtime. For overtime computation purposes under the FLSA, the work period is fourteen (14) consecutive days.

6.71 Employees shall be paid at the rate of one and one-half (1-1/2) times their regular rate of pay for all work performed in excess of their normally scheduled hours of work per day, excluding the lunch period, and for all work performed on a scheduled day off, except as provided below.

6.72 There shall be no time and one-half (1-1/2) paid for traded days requested by Employees except as otherwise herein provided.

6.73 Employees shall be paid at the rate of one and one-half (1-1/2) times their regular hourly rate for all work performed on Sunday provided the Employee works his/her last scheduled work day prior to the Sunday and the next scheduled work day immediately following the Sunday; unless absent due to illness as established by a medical certificate or other justifiable cause satisfactory to the Employer.

6.74 Overtime shall be administered by following the established call-in procedures (Appendix F). Overtime shall be divided as equally as possible among the regular full-time and regular part-time Employees and the call-in employees:

A. Employees interested in working overtime shall sign a list provided by the Employer to be eligible to be called for such overtime. Employees will be ranked in order of seniority on the list. Subsequently, the names of the Employees shall revert to the bottom of the list only if that Employee is called and works overtime or refuses such call. The overtime list shall be continuous from month to month with additions of new Employees to the list for any one month being placed at the bottom of the list. Temporary, seasonal or part-time Employees shall not work overtime unless all regular full-time and regular part-time Employees are on overtime or are unavailable to work.

B. **ONLY THOSE EMPLOYEES WHO ARE SINCERELY INTERESTED IN WORKING OVERTIME SHALL SIGN THE OVERTIME LIST.** Call-in cards should be reviewed by the Employees, signed and dated on a bi-annual basis so that they are kept current.

C. When an overtime opportunity is posted for a position in any department at Clearview, excluding positions in nursing services and the Adult Family homes, the employee who is awarded the overtime opportunity will be paid the wage of the classification in which he or she is working the overtime.

When an overtime opportunity is posted for a nursing services position or an Adult Family home position, the employee who is awarded the overtime opportunity will be paid either the wage of the classification in which he or she is working the overtime or the wage of his or her regular position, whichever wage is greater.

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- 6.8 **Shift Premium.** All Employees scheduled to work the third (3rd) shift shall be paid a shift premium of twenty cents (\$0.20) per hour and all Employees scheduled to work the second (2nd) shift shall be paid a shift premium of twenty cents (\$0.20) per hour. Second shift employees are those whose scheduled shifts start at 2 p.m. or later.
- 6.81 Employees required to work a split shift or split schedule shall be paid a shift premium of fifteen cents (\$0.15) per hour.
- 6.82 A Nursing split shift shall be defined as a schedule of seven and three-quarter (7-3/4) hours that are broken by more than one (1) hour of non-work hours before returning to work and schedules that require the Employee to regularly work different shifts within a regularly scheduled workweek.
- 6.83 Shift premium is payable only for hours actually worked on the second shift, third shift, split shift or split schedule.
- 6.9 **Special Events.** Employees who would ordinarily work overtime as a result of special events may, at the Employee's request, readjust their work schedule, with the approval of management, either for the day of the event or for the pay period in which the event falls.

ARTICLE VII PROBATIONARY PERIOD

- 7.1 All newly hired Employees shall serve a six (6) month probationary period. During said probationary period, they shall not attain any seniority rights and shall be subject to dismissal without prior notice or cause or recourse to the grievance procedure. The probationary period of six (6) months shall be extended to cover time lost for illness, injury or unpaid leaves.
- 7.11 Regular part-time Employees shall serve three hundred sixty (360) days probationary period in accordance with 7.1, or hours sufficient to equal six (6) months seniority in accordance with Article 7.12 below, whichever occurs earlier.
- 7.12 All newly hired part-time float employees defined in Article 8.3 shall serve a probationary period of six (6) months or hours sufficient to equal six (6) months' seniority, whichever occurs later. Seniority shall be computed at 157.43 hours per month for the Nursing Assistant Part-time float employees and 173.33 hours per month for the Support Services Part-time float employees.
- 7.2 Upon completion of said probationary period, Employees shall be granted seniority rights from the most recent date of uninterrupted employment. All Employee benefits except health insurance, which is governed by the Contract with the health insurance carrier, shall be retroactive to the most recent date of uninterrupted employment for Employees who have completed their probationary period.
- 7.21 Probationary Employees who desire health and dental insurance shall be entitled to coverage provided such Employee pays the applicable total premium during such probationary period.

- 7.3 Employees who are promoted, transferred to a position in a lower rated classification, or laterally transferred within or outside their classification may be required to serve a forty-five (45) day probationary period in the new position. Employees serving a forty-five (45) day probation, transferred to a lower rated position, or lateral transfer probation period shall not be subject to discharge without recourse to the grievance procedure.
- 7.31 Upon promotion Employees shall be placed on the step of the new job classification which provides at least a one-step increase. In no case will they be placed in the first step.
- 7.32 Upon transfer Employees shall be placed on the same step in the new job classification at which the Employee was paid in the old classification.
- 7.33 In the event that an Employee is reclassified and accepts a position in the lower rated job classification, the Employee shall be placed on the step in the new job classification commensurate with his/her length of service in the bargaining unit.
- 7.34 During the first forty-five days of the probationary period referred to above, either the Employer or the Employee may request that the Employee be returned to his/her former position.
- 7.35 Employees transferring between Clearview North and Clearview South via the posting procedure, including Employees transferring laterally within the same job classification, will serve a forty-five (45) day probationary period during which time either the Employer or the Employee may request that the Employee be returned to his/her former position.

ARTICLE VIII DEFINITION OF EMPLOYEES

- 8.1 Full-time Employees are those employed to work a regular schedule of 36.33 hours or more per week.
- 8.11 Float Employees are regular full-time Employees with no fixed schedule or unit assignment. Such Employees shall be scheduled 157.43 hours per month if working positions normally scheduled for 36.33 hours per week, 162.50 hours per month if working positions normally scheduled for 37.50 hours per week, 162.67 hours per month if working positions normally scheduled for 37.54 hours per week, 167.9 hours per month if working positions normally scheduled 38.75 hours per week and 173.33 hours per month if working positions normally scheduled for 40.00 hours per week.
- 8.2 Regular part-time Employees are those employed to work a regular schedule of at least thirty-one (31) hours per pay period.
- 8.21 Regular part-time Employees shall receive the rates of pay listed in the appropriate Appendix.
- 8.22 Regular part-time Employees shall be entitled to prorated holiday, vacation, sick leave, insurance and longevity benefits. Said proration shall be based upon the number of hours said Employees work applied as a percentage of the normal work hours per month for a full-time Employee in the position (i.e., 157.43, 162.50, 162.67, 167.90, 173.33).

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- 8.23 Regular part-time Employees shall receive overtime pay at one and one-half (1-1/2) times their regular rate of pay for all hours worked in excess of either (8) scheduled hours per day and/or 72.66, 75.00, 75.08, 77.15, 80.00 hours per pay period in the same manner as calculated for the current float Employees.
- 8.3 Part-time Float Employees are regular part-time Employees employed to work at least thirty-one (31) hours per pay period in regular positions having no fixed schedule or fixed unit who can be called in whenever needed, subject to provisions of this Agreement. Part-time Float Employees shall be required to work at least one weekend shift per month, if scheduled.
- 8.31 Part-time float employees shall receive rate of pay, prorated holiday, vacation, sick leave, insurance and longevity benefits and vacation pay as provided in Section 8.21, 8.22 and 8.23.
- 8.4 All-around Employees are those employed to fill open slots in the schedule. All-around Employees are regular full-time or regular part-time Employees with a fixed schedule but no unit assignment. Full-time all-around Employees shall be scheduled the number of hours per month as defined above in section 8.11. Part-time all-around Employees shall be employed to work a regular schedule of at least thirty-on (31) hours per pay period.
- 8.41 Part-time all-around employees shall receive rate of pay, pro-rated holiday, vacation, sick leave, insurance, longevity benefits and overtime pay as provided in Sections 8.21, 8.22 and 8.23.
- 8.5 Flexi-Temp Employees are those Employees who work flexible shifts, receive no benefits, no guaranteed hours, work on any unit, must be a Nursing Assistant listed on the State Registry, called after other part-time float employees, may not bump other Employees out of overtime and may be non-union Employees.
- 8.6 Temporary Employees are those employed to replace an existing Employee on medical leave, maternity leave, sick leave, personal leave, educational leave, bereavement leave, military leave, jury duty, Worker's Compensation, Early Return, vacation, holiday, personal day, suspension, absent without pay or absent due to weather.
- Temporary Employees shall be terminated at the end of six (6) months unless extended by mutual agreement of both parties. Temporary Employees are re-employable 21 calendar days after the last date of previous employment.
- Temporary Employees shall not be utilized to erode the concept of Float or Part-time Float employees.
- 8.7 The Employer shall notify the Union in writing of the names of all Employees as listed above, the position they are filling, date of hire and termination date.

**ARTICLE IX
WAGES AND LONGEVITY**

- 9.1 The classification and wage rates covered by this Agreement are contained in Appendixes "A","B", "C", "D" and "E". The wage rates shall be effective as follows:

| | | |
|------------|---|-----------------|
| Appendix A | - | January 1, 2008 |
| Appendix B | - | July 1, 2008 |

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- Appendix C - January 1, 2009
- Appendix D - January 1, 2010
- Appendix E - July 1, 2010

- 9.2 New Employees shall be hired at the starting step of their job classification and shall progress through the rate range in accordance with their length of service within the classification within the bargaining unit.
 - 9.21 The Employer, however, may hire experienced Employees and place them at Step 2 of the classification and Wage Schedule. Placement of the new Employee at higher than Step 2 of the Classification and Wage Schedule may be made only upon authorization from the Union.
- 9.3 Employees shall be paid every other Friday for time actually worked during the previous pay period. Paychecks shall be made available to the Employees on Thursday, 2:30 p.m. to 1:00 a.m. Newly hired employees will be paid by direct payroll deposit.
- 9.4 **Longevity.** All Employees covered by this Agreement shall be entitled to longevity pay in accordance with the following schedule and conditions.
 - 9.41 Employees who have completed sixty (60) months of continuous service shall, beginning on the sixty-first (61st) month, become entitled to longevity pay at the rate of ten dollars (\$10.00) per month.
 - 9.42 On the anniversary date of employment thereafter, Employees shall become entitled to additional longevity pay in the amount of one dollar (\$1.00) per month for each additional year of continuous service, up to a maximum of thirty-five dollars (\$35.00) per month beginning with the 360th month of service.
 - 9.43 Eligibility for longevity payments shall be determined as of November 1 of any calendar year. Longevity payments shall be made on an annual basis between December 10 and December 20 of each year to all eligible Employees who are on the payroll at that time.
 - 9.44 In the event that an eligible Employee should retire, be terminated or die, he/she or his/her heirs shall receive longevity payments due as of the last day of employment and said payments may be made at the time of retirement, termination or death.

ARTICLE X INSURANCE AND RETIREMENT

- 10.1 **Health Insurance.** Effective January 1, 2003, or as soon as possible thereafter, the County will switch carriers to the Wisconsin Public Employers' Group Health Insurance Plan. The County agrees to pay ninety-five percent (95%) of the premium rate of the least costly qualified health insurance plan in Dodge County's service area toward the monthly premium for either single or family coverage with the Employee paying the remaining five percent (5%) for full-time Employees who participate in the program and a pro-rated premium for regular part-time Employees. Effective December 31, 2004 the County will pay one-hundred-five percent (105%) of the premium rate of the lowest cost qualified plan in Dodge County for either single or family coverage. The Employer may obtain the existing coverage from the carrier of its choice; but in the event a change of carrier is made, the Employer must obtain coverage which is equal to or better than that which is currently in effect.

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- 10.2 **Dental Insurance.** The County will obtain dental insurance with a maximum limit of \$1,000.00 per participant per calendar; no deductibles: 100% payment of diagnostic, preventative, ancillary and regular restorative; 80% payment of oral surgery, endodontics, periodontics; and 50% payment of precious metal, prosthodontics and orthodontics with a separate \$1,000.00 lifetime maximum per participant. The County agrees to pay seventy-seven dollars and sixty-six cents (\$77.66) per month toward the premium for family coverage and twenty-four dollars and twenty-two cents (\$24.22) per month toward the premium for single coverage for full time Employees who participate in the program and a prorated premium for regular part-time Employees. The above rates will remain the same for the term of this contract.
- 10.3 **Life Insurance.** The County will continue to participate in a life insurance program with present benefits and to contribute its required share of the premium.
- 10.31 The County will offer a Spouse and Dependent Life Insurance Plan with the cost to be paid entirely by the Employee.
- 10.32 The County will offer an additional Life Insurance Plan under which an Employee eligible for the basic plan may double the amount of coverage with the additional cost to be paid entirely by the Employee.
- 10.33 All payroll deductions for insurance programs shall be made from the second (2nd) paycheck of each month.
- 10.4 **Voluntary Long-term Disability.** Employees will be allowed to enroll in a voluntary long-term disability plan and pay their premiums through payroll deduction. The employee shall pay the full premium.
- 10.5 **Wisconsin Retirement Fund.** Each Employee shall be a participant of the Wisconsin Retirement Fund as provided by Wisconsin Statutes and rules established by the Wisconsin Retirement Fund Board. The Employer will pay up to six and four-tenths percent (6.4%) of salary for all Employees toward the required Employee contribution to said Fund.
- 10.51 Those Employees who retire may continue to receive coverage under the group health insurance program provided they participate in all parts of Medicare as soon as eligible and pay the premium to the County in advance.
- 10.6 **Worker's Compensation.**
- 10.61 In the event an Employee is injured while at work and consequently is eligible for Worker's Compensation benefits, such Employee will continue to receive full net pay up to a maximum of 26 weeks subject to the following conditions:
- a. The Employee reports any job-related accident or injury to their immediate supervisor or Employer immediately.
 - b. The Employee's absence due to such injury is authorized by his/her physician and such authorization is presented to the Employer within 24 hours of the examination by the physician.

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- c. Authorization of continued absence is presented to the Employer within 24 hours of each subsequent visit.
- d. The Employee shall comply with the medical treatment plan prescribed by the treating physician.
- e. The Employee shall attend any independent medical exam requested by the Employer in order to further evaluate the work-related injury.
- f. Notice must be given to the Employer prior to choosing a second attending physician.

10.62 In the event an Employee is not absent from work long enough to be eligible for Worker's Compensation benefits, the Employee may use accumulated sick leave, vacation or banked holidays for such days absent.

10.63 In the event of a contested claim, benefits shall be held in abeyance until the claim is settled. During that period, accumulated sick leave, vacation or compensatory time may be used by the Employee. If the claim is settled in favor of the Employee, any accumulated time used will be reinstated to the Employee's accounts and a lump sum payment will be made for unpaid time.

10.64 Employees absent longer than 26 weeks due to a work-related injury will receive two-thirds (2/3) of their average weekly wage at the time of the injury, untaxed until an end of healing has been established by the physician.

10.65 There shall be no deductions from or additions to an Employee's sick leave accumulation during the time the Employee is eligible for Worker's Compensation benefits.

10.66 An Employee shall continue to earn vacation credits during the time the Employee is eligible for Worker's Compensation benefits except that the total paid time per year (including Worker's Compensation benefits) shall not exceed fifty-two (52) weeks.

10.67 While an Employee is eligible for and receiving Worker's Compensation disability payments, the Employer shall continue to pay the premiums as per Article X, for the hospitalization and surgical insurance, group life insurance and dental insurance. Employees on Worker's Compensation must pay the County their monthly health insurance premiums and monthly dental insurance premiums in advance commencing six (6) months after they first started on Worker's Compensation.

10.7 **Worker's Compensation.** For certain Employees who sustain a work-related injury and for whom the healing period has ended, the following may also occur:

10.71 A permanent-partial disability is affixed to the Employee's injury.

10.72 A final settlement is made with the Employee by the insurance carrier.

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- 10.73 Permanent restrictions are placed on the Employee's activities which preclude complete resumption of all duties associated with the Employee's former job.
- 10.74 No vacant position exists for which the Employee is qualified.
- 10.75 Employees will be given two (2) weeks advance notice that they will be laid off because no suitable employment is available within their limitations.
- 10.76 While on layoff status, it is the responsibility of Employees to keep the Employer advised of any significant change in their physical condition that might affect their re-employability.
- 10.77 The Employer will offer these Employees the first available vacant position for which they would be qualified.
- 10.78 Employees accepting such positions shall be required to serve a ninety (90) day probationary period in the new position. During this probationary period, either the Employer or Employee may request that the Employee return to layoff status.
- 10.79 Employees who decline such positions will be considered as having voluntarily terminated their employment.
- 10.80 Employees laid off under this section shall retain all seniority rights for a period of one calendar year from the date of layoff.
- 10.81 The Employer will advise Employees by mail of suitable job opportunities for which they would be eligible to apply after one (1) calendar year from the date of layoff providing Employees request such information in writing and renew said requests in writing at least quarterly thereafter.
- 10.82 Employees who do not request job opportunity information after one (1) year on layoff status as stated above will be considered as having voluntarily terminated their employment.

**ARTICLE XI
HOLIDAYS**

11.1 Regular full-time Employees shall be entitled to the following holidays with pay:

- | | |
|---------------------|-----------------------|
| 1. New Year's Day | 6. Thanksgiving Day |
| 2. Good Friday | 7. Christmas Eve Day |
| 3. Memorial Day | 8. Christmas Day |
| 4. Independence Day | 9. New Year's Eve Day |
| 5. Labor Day | 10. Floating Holiday |

11.2 Employees shall notify the Employer on a form provided by the Employer, prior to December 15, as to whether they elect to receive a day's pay or use the day as a personal day. An Employee may change such designation at any time provided the Employee gives two (2) weeks notice prior to the specified holiday(s) involved in the change. Requests for a specific personal day, including the actual day of the holiday, are subject to approval of management. Employees are encouraged to make their request as far in advance as possible. An Employee who has not taken time off for any of the above listed holidays by December 31 of the year, shall be paid in January for such unused holidays at the rate in effect from the previous December, unless the provisions of Section 11.21 and/or 12.12 are utilized.

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- 11.21 The holidays of the day before Christmas, Christmas Day and the day before New Year's may be carried forward and used as personal days (including extending an Employee's vacation) in the following year as the Employee may designate upon approval of management. Employees are encouraged to make their request as far in advance as possible.
- 11.3 If a holiday should fall on a Saturday or Sunday, Employees working Monday through Friday shall observe the holiday on the following Monday; and if the day before Christmas or New Year's should fall on a Saturday or Sunday, they shall be observed on the preceding Friday. If a holiday should fall on a Sunday, Employees working in positions requiring seven (7) days per week coverage shall observe the holiday on the following Monday; and if the day before Christmas or New Year's should fall on a Sunday, they shall be observed on the preceding Saturday.
- 11.4 In the event that one of the above-listed holidays falls on an Employee's day off, while an Employee is on sick leave, or during an Employee's vacation period, another day off with pay (personal day), or holiday pay at the Employee's option shall be granted in lieu of such holiday within the pay period in which the holiday falls, if possible.
- 11.41 Such personal day shall be selected by the Employee subject to the approval of management. Employees are encouraged to make their requests as far in advance as possible.
- 11.42 An Employee may accumulate such personal days for the purpose of extending his/her vacation or to be used as individual personal days as the Employee may designate upon approval of management. Employees are encouraged to make their requests as far in advance as possible.
- 11.5 Requests for personal days are to be made as provided in Sections 12.5 and 12.51. Approval of Employee requests for personal days will be as provided in Section 12.6 and 12.61.
- 11.6 Employees providing services which are not performed on holidays (including employees not scheduled to work due to reduction in the holiday work force) will be paid for said holidays and will not be permitted to bank said holidays for later use.
- 11.7 All shifts shall be reduced by one-quarter hour on the above named holidays. An Employee required to work on one of the above-named holidays shall be compensated at the rate of time and one-half (1-1/2) his/her regular rate of pay for hours worked in addition to his/her regular hours.
- 11.71 The Employer cannot compel the Employee to work on a scheduled holiday off; but if the Employee should come in voluntarily when requested, he/she shall receive time and one-half (1-1/2) in addition to their holiday pay.
- 11.8 In order to qualify for holiday pay, an Employee must work the last scheduled work day prior to the holiday, the holiday itself if scheduled and the next scheduled work day immediately following the holiday; unless absent due to illness as established by a medical certificate or other justifiable cause satisfactory to the Employer.
- 11.9 If an employee calls in sick on a holiday, management may schedule the employee to work another day within one month of the call-in. The employee may be taken off the schedule on one of his/her regular work dates so that the alternative work date does not result in overtime pay.

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- 11.10 The practice of trading days shall be allowed to continue except where it will be necessary to pay overtime that would otherwise not have been incurred. Other exceptions may be granted at the sole discretion of the Employer. When days are "traded" with someone outside of their classification, each person will be paid at their salary set for the classification he/she normally works in. Upon approval of a "trade", the "traded" days shall be considered part of each involved Employee's regular schedule. Employees will be paid for "trade" days within the pay period when they are worked.

ARTICLE XII VACATIONS

- 12.1 Regular full-time Employees shall earn paid vacations based upon their anniversary date of employment in accordance with the following schedule:

After one year of employment - ten (10) days vacation

After seven years of employment - fifteen (15) days vacation

Commencing with the fourteenth anniversary date of employment, Employees shall earn one additional day of vacation for each additional year of employment up to a maximum of five (5) weeks after twenty-three (23) years of employment.

- 12.2 Vacation pay shall be equal to the pay the Employee would have received working his normally scheduled hours for the week. A vacation week shall equal seven (7) full days off, five (5) days of which are considered paid vacation days.

- 12.3 Vacations may be taken in units of one (1) or more working days. Vacations may also be taken in units of one (1) or more hours in those cases where an Employee requests to leave early and the supervisor does not need to replace the Employee. Accrued vacation time may also be taken in units of one (1) or more hours at the start of a shift, provided that said request is made at least 24 hours in advance and the supervisor does not need to replace the Employee.

- 12.4 Vacations shall be taken at the time selected by the Employee, subject to the approval of the Administrator or his designee. Vacations may be taken at any time during the anniversary year.

- 12.5 Written requests for preferred vacation periods shall be made by Employees according to the following schedule:

| Sign Up Dates | Period Covered |
|--------------------------|------------------------|
| January 1 to February 15 | May 1 to October 31 |
| July 1 to August 15 | November 1 to April 30 |

Employee requests can include banked holidays. Preferences as to vacation (personal day) time within a job classification shall be based on seniority.

- 12.51 Vacation requests (including banked holidays) received after February 15 and August 15 must be submitted on a form provided by the Employer and will be granted as provided in Section 12.6, in order of date received. It is understood, however, that granting of requests received after February 15 and August 15 will not involve displacement of Employee requests received by February 15 and August 15. Employees are encouraged to make their requests under this section as far in advance of the desired day as possible.

- 12.6 Employees shall be notified in seniority order whether their request has been granted or denied in whole or in part beginning March 15th and September 15th respectively (Saturdays, Sundays, and Holidays excluded). Employees whose request is denied in whole or in part may submit a revised request without loss of seniority rights. Employees may also maintain their original request with the understanding that it may or may not be granted. Revised requests submitted after forty-eight (48) hours will be granted, as provided in this section, in order of date received by the Scheduling Department. Revised requests will be date stamped showing the date and time received by the Scheduling Department. Vacation (or personal day) requests made prior to February 15 and August 15 will be approved provided the Employee is entitled to the vacation (or personal day), provided replacement coverage is available. Notification of approval or disapproval for vacation (or personal day) requests made after February 15 and August 15 will be granted or denied in whole or in part at least 30 days prior to the requested day off (Saturdays, Sundays, and Holidays excluded). Short notice requests received by the Scheduling Department which are less than 30 days prior to the requested day off will be granted or denied in whole or in part provided the request can be posted for a minimum of three days and replacement coverage is available (Saturdays, Sundays, and Holidays excluded). Requests of less than a three-day notice may be granted provided replacement coverage is available that does not result in overtime.
- 12.61 Changes in scheduled vacation time (including banked holidays) may be granted, provided however, that they may not involve displacement of any other Employee's previously approved vacation requests. Employees are encouraged to request such changes as far in advance of the changed dates as possible. Requests for changes in vacation (including holiday personal days) schedules will be approved provided the Employee is entitled to the vacation (or personal day), and replacement coverage is available. Notification of approval or disapproval for changes in such vacation (or personal day) requests will be made in accordance with the above stated timeline from the date received by the Scheduling Department (section 12.6).
- 12.7 When all accumulated sick leave has been consumed by an Employee, earned vacation and personal days shall be used to extend paid leave in the event the Employee is still ill or disabled.
- 12.8 Employees who retire shall be entitled to the vacation earned for the year in which they retire. Also, Employees who resign and give notice in writing to the Employer of their resignation at least fourteen (14) calendar days prior to the effective date of their resignation, shall be paid for the number of vacation days earned but unused as of the date of resignation. An Employee discharged for cause shall not be entitled to termination benefits.
- 12.9 Employees must take at least two (2) weeks of vacation in the form of time off with pay. Employees who by reason of their length of service are entitled to more than two (2) weeks of vacation shall have the option of taking either additional time off with pay up to the extent of their entitlement, or receiving payment at the end of their anniversary year for any unused vacation days beyond two (2) weeks.
- 12.10 If termination occurs prior to one (1) full year of employment, the Employee will not be eligible for vacation.
- 12.11 If an Employee is on sick leave prior to taking his/her scheduled vacation and said sickness, illness or injury runs into his/her vacation period; said days shall not be charged as vacation days.

- 12.12 In the event an Employer finds it necessary to deny a vacation (including holiday personal day) request, the affected Employee may reschedule his/her vacation day(s) during the remainder of the anniversary year or extend the scheduling period of his/her vacation into the first three (3) months of the ensuing anniversary year; and the affected Employee may reschedule his/her holiday personal day during the remainder of the calendar year or extend the scheduling period of his/her holiday personal day into the first three (3) months of the ensuing calendar year.
- 12.13 Requests for vacation and holiday personal days must specify whether the day is a vacation day or a holiday personal day.
- 12.14 Employees who are transferred or promoted into a new job classification and whose approved vacation (or holiday personal day) requests conflict with approved vacation (or personal day) requests of those in the new job classification will be allowed to retain said vacation (or personal day) requests if replacement coverage is available at non-overtime rates. Exceptions may be granted at the sole discretion of the Employer.
- 12.15 Emergency requests by Employees for vacation (or holiday personal day) time off will not be arbitrarily denied.

**ARTICLE XIII
SICK LEAVE**

- 13.1 All regular Employees shall, upon the completion of the probationary period, be entitled to paid sick leave. Sick leave shall accumulate at the rate of one (1) day for each month of regular full-time employment up to a maximum of one hundred twenty (120) days.
- 13.2 Employees shall not be entitled to use paid sick leave during the probationary period; but, upon completion of said probationary period, Employees shall be credited with six (6) days of sick leave.
- 13.3 Sick leave benefits shall be paid at the regular hourly rate received by the Employee at the time of illness or injury. Sick leave benefits shall be paid up to the extent of an Employee's accumulation for all bona fide illnesses or injuries, excepting only those cases for which an Employee would be entitled to receive Workers' Compensation benefits.
- 13.4 If an employee calls in sick on a weekend day or on two weekend days, management may schedule the employee to work another day or two days within two months of the call-in. The employee may be taken off the schedule for the appropriate number of his/her regular work dates so that the alternative work date (or dates) does not result in overtime pay.
- 13.5 An Employee shall be required to provide a physician's or chiropractor's statement to substantiate illness of three (3) consecutive days or longer.
- 13.6 Except for discharge for just cause, an Employee who terminates employment shall be paid out of his/her accumulated unused sick leave as follows:

| | |
|-------------------------------------|-----|
| After five (5) years of service | 20% |
| After ten (10) years of service | 30% |
| After fifteen (15) years of service | 50% |
| After twenty (20) years of service | 60% |

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- 13.7 The County of Dodge will provide for conversion of accumulated sick leave as stipulated in Section 13.5, at the Employee's option, to a credit which will be used to pay for monthly health insurance premiums for an Employee and eligible dependents after his/her retirement, provided they participate in all parts of Medicare as soon as eligible. When said Fund is depleted, the Employee may continue in the program provided he/she pays the amount of the premium to the County in advance. If the Employee options to take payment, the payment shall be in a lump sum payment.

During the period of time that Dodge County participates in the Wisconsin Public Employers' Group Health Insurance Plan, employees who retire and/or dependents must meet eligibility and participation requirements established by the state health plan.

- 13.71 This section of the agreement is put into place on a trial basis for the period of January 1, 2006 through December 31, 2010. Inclusion of this language in a succeeding contract shall be treated as a completely new issue, which must be presented by one party or the other when proposals are exchanged if it is to be considered for inclusion in the next agreement.

During the term of the agreement regarding this section, January 1, 2006 through December 31, 2010, Sections 13.5 and 13.6 above shall not pertain in any way to Employees who terminate employment and are eligible to retire from service, and only the provisions of this section shall define the disposition of accrued sick leave for those employees.

Employees who terminate employment with Dodge County between January 1, 2006 through December 31, 2010, and who are eligible to receive a retirement annuity under the provisions of the Wisconsin State Retirement Plan, will have eighty percent (80%) of their accumulated sick leave (up to the contract maximum of 120 days) placed into a deposit account designated by the County, which shall be a post-employment health plan if available. The money in that account shall be restricted to the payment of insurance premiums. If the Employee dies prior to the depletion of the account, then the surviving spouse and/or dependents who are participating in the retiree's insurance plan must use the remaining monies in the account for insurance premiums. There can be no exceptions to this policy for persons eligible to retire during the term of this agreement or the tax-exempt status of any and all funds set aside in such deposit accounts will be negated. If the retired Employee and his or her eligible dependent(s) should die prior to the depletion of the account, the remaining monies in the account will be divided equally among other retirees who have monies in deposit accounts created under the provisions of this section.

- 13.8 Sick leave is hereby defined as to include: Diagnostic and physical examinations (up to one-half [1/2] day allowed provided doctor's verification is obtained and the Employee is unable to schedule these outside the Employee's normal work hours), emergencies concerning dental and eye procedures and dental and eye procedures which require surgical techniques.
- 13.9 Upon request of a doctor, an Employee eligible for sick leave may be authorized to use up to three (3) days with pay due to illness or injury to immediate family (spouse, children or parent of the Employee) that would reasonably require the presence of the Employee. Under special circumstances and approval of the County, an Employee may be granted additional sick leave in excess of the three [3] days.

- 13.10 Employees who have accumulated one hundred twenty (120) days of sick leave shall continue to earn sick leave which shall be placed into their emergency sick leave bank. These banked days may be used if the Employee has exhausted his/her normal sick leave and is under verified doctor's or chiropractor's care for serious illness or injury. Accumulation of days for the emergency bank shall be effective as of January 1, 1979. Days in the emergency sick leave bank shall not be subject to the payout provision of Section 13.5.
- 13.11 Anyone working twelve (12) consecutive months without using a sick day shall be paid six (6) days at their current rate and the remaining six (6) days shall be added to their accumulation of sick days. This payment provision is an option which may be exercised by the individual Employee.
- 13.12 Sick leave shall not be used in periods of less than thirty (30) minutes.
- 13.13 If the Employee dies prior to termination or retirement, payment will be made to the employee's estate in the same percentages as provided in paragraph 13.5.

ARTICLE XIV LEAVE OF ABSENCE

- 14.1 Leave of absence without pay for periods not to exceed six (6) months in any one (1) year may be granted by the Employer to any full-time Employee upon written request of the Employee. Upon expiration of the leave of absence, the Employee shall be entitled to be reinstated to the position in which he/she was employed at the time the leave was granted or a position of comparable classification providing there is such a vacancy. Personal leaves of less than thirty (30) days shall not be posted.
- 14.11 Seniority shall continue to accrue during the first calendar month of any approved leave of absence.
- 14.12 Employees on approved leave of absence shall not, as a condition of such leave, seek or accept employment elsewhere.
- 14.13 Any leave of absence granted by the Employer shall be evidenced in writing.
- 14.14 Should an Employee deliberately and intentionally falsify their request for a leave of absence, they shall be subject to discipline.
- 14.15 During an unpaid leave of absence, there shall be no addition to an Employee's vacation, sick leave benefits, or longevity pay.
- 14.2 **Medical Leave.**
- 14.21 An Employee who has exhausted his/her sick leave accumulation and is unable to return to work due to illness or injury shall be granted, upon written request accompanied by a physician's or chiropractor's certification stating that the leave is necessitated by the disability of the Employee, a leave of absence for a period not to exceed six (6) months.

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- 14.22 A physician's or chiropractor's certificate may be required to substantiate the need for continuing a leave of absence. The Employer maintains the right of scheduling the Employee to be seen by a medical professional of the Employer's choice to determine justification of a leave or continuation of a leave at no cost or loss of pay to the Employee.
- 14.23 Employees on a medical leave of absence shall be entitled upon expiration of such leave to be reinstated to the position in which they were employed at the time the leave was granted.
- 14.24 While on approved medical leave of absence as per Article XIV, Section 14.2 of this Agreement, the Employer shall continue to pay the premium for the hospitalization and surgical insurance, group life insurance and dental insurance per Article X of this Agreement. Employees on approved medical leave must pay the County their monthly dental insurance premiums in advance commencing one hundred and five (105) days after they start on medical leave.
- 14.3 **Maternity Leave.** A leave due to pregnancy is treated the same as a medical leave.
- 14.4 **Military Leave.** Leaves of absence without pay should automatically be granted all full-time Employees who are called or volunteer for military services, provided the application for re-employment is made within ninety (90) days of discharge.
- 14.5 **Jury Duty.** Employees called for jury duty shall be entitled to receive lost pay provided that they deposit any compensation received for such duty, excluding mileage allowance, with the Employer and receive a receipt for said deposit.
- 14.6 **Bereavement Leave.** Employees shall be entitled to up to three (3) days of bereavement leave in the event of the death of an Employee's spouse, child, parent, brother or sister. Two (2) days of bereavement leave shall be allowed in the event of the death of an Employee's step-parent or step-child. One (1) day of bereavement leave shall be allowed in the event of the death of an Employee's mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandparent of spouse or grandchild. If additional leave time is required beyond that specified in this section, such additional leave time may be taken and deducted from the Employee's sick leave accumulation.
- 14.7 Employees may be granted up to a six (6) month leave of absence to attend a job-related or career advancement program or school, shall not lose any seniority or accrued benefits during this leave and shall be given preference for job posting upon return in accordance with Article XV, 15.7. Upon completion of school these Employees upon request will be placed on the call-in list in accordance with Article VI, 6.64.

ARTICLE XV SENIORITY RIGHTS

- 15.1 It shall be the policy of the Employer to recognize seniority. When two (2) or more Employees are hired on the same day, the surname in alphabetical order shall govern for seniority.
- 15.2 Bargaining unit seniority shall be defined as the length of time an Employee has been employed in the bargaining unit dating from his most recent date of hire and excluding any unpaid leaves of absence except as hereinafter provided. Date of hire shall be defined as the first day the Employee reports to work.

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15.21 For the purpose of this Agreement, an employing unit shall be defined as: 1) Clearview North or 2) Clearview South.

15.3 Regular part-time Employees shall attain seniority in relationship to time worked. For the purpose of computing seniority, 157.43 hours shall be considered one (1) month for those classifications of Employees working 36.33 hours per week; 162.50 hours shall be considered one (1) month for those classifications of Employees working 37.50 hours per week; 162.67 hours shall be considered one (1) month for those classifications of Employees working 37.54 hours per week; 167.9 hours shall be considered one (1) month for those classifications of Employees working 38.75 hours per week; and 173.33 hours shall be considered one (1) month for those classifications of Employees working 40.00 hours per week.

15.4 In the event that a temporary Employee is placed in a regular full-time or regular part-time position, said Employee shall be credited with one (1) month of seniority as computed in 15.3 above, for those hours worked as a temporary Employee and seniority shall be computed from the date of most recent uninterrupted employment. This credited time will be used toward service in the County for computing the accrual of vacation, sick leave and longevity benefits. This credited time will also be used to determine step increases regardless of previous classification.

15.5 Seniority shall apply in promotions, transfers, layoffs, recall from layoff and vacation selection as hereinafter provided.

15.51 Service in the County from the recent date of hire, whether within or outside the bargaining unit, shall be used for computing the accrual of vacation, sick leave and longevity benefits.

15.6 The following classifications are included in the four (4) listed departments:

A. **Nursing Services.**

- | | |
|----------------------------------|---------------------------------|
| 1. Nursing Assistant | 7. Ward Clerk |
| 2. All Around Nursing Assistant | 8. Scheduling Assistant |
| 3. Program Assistant I | 9. Independent Living Assistant |
| 4. Program Assistant II | 10. Community Living Assistant |
| 5. Rehabilitation Assistant | |
| 6. Restorative Nursing Assistant | |

B. **Activities**

1. Activity Therapy Aide
2. C.O.T.A.

C. **Dietary**

1. Cook
2. Cook - C.O.A.
3. Cook/Food Service Worker
4. Food Service Worker
5. Food Service Worker - C.O.A.

- D. **Environmental Services**
 - 1. Maintenance I
 - 2. Maintenance II
 - 3. Maintenance Mechanic
 - 4. Housekeeping
 - 5. Housekeeping/Laundry
 - 6. Laundry Worker
 - 7. Housekeeping/Laundry/Transportation (CLV-N, CLV-S)
 - 8. Trans/Laundry (CLV-N, CLV-S)
 - 9. Transportation/Maintenance
 - 10. Tugger Operator
 - 11. Housekeeping/Laundry/Seamstress

- E. **Financial/Employee Services**
 - 1. Payroll Expeditor
 - 2. Account Clerk
 - 3. Medical Supply Clerk

- F. **Health Information Management**
 - 1. Medical Records Clerk
 - 2. Receptionist/Typist
 - 3. Transcriptionist
 - 4. Ward Clerk/Receptionist
 - 5. Transcriptionist/Support Service

15.7 **Job Posting.** Whenever a vacancy occurs within an employing unit which the Employer desires to fill, or it is known that a new job will be created, the following procedure shall apply:

- 15.71 The job vacancy shall be posted simultaneously on bulletin boards of each employing unit for a period of five (5) working days and shall include the classification, job description, qualifications, floor, shift, schedule and wages. For the purpose of this article, "schedule" shall be defined as a pattern of assigned days of work and days off as currently worked by the Employee vacating the position.

- 15.72 Selection of applicants to fill job vacancies shall be determined by the Employee's skill, ability, work record, attendance and bargaining unit seniority. Where all factors are relatively equal, the Employees with the greatest bargaining unit seniority shall be entitled to preference.

- 15.73 Employee must be able to accept or decline an awarded job through the job posting procedure within 48 hours of receiving the offer, exclusive of weekends and holidays.

- 15.74 The Employer retains the right to establish necessary qualifications for all positions and to determine whether a given Employee meets the necessary qualifications. When questions in this regard arise, the Employer agrees to meet with the affected Employee and/or representatives of the Union for the purpose of discussion. As may be applied to the individual Employee, such matters shall be subject to the grievance procedure contained in Article XVIII of this agreement.

- 15.75 Employees will be allowed to make two (2) job changes in a calendar year. Effective 1/1/99 "bump backs" requested by the employee as per sections 7.34 and 7.35 shall be considered one of the two (2) job changes.

15.76 The Employer may post retiring and resigning Employees' positions as soon as the Employee submits a letter of retirement or resignation. In these situations, the person who successfully posts into the position will be transferred to the position within fourteen (14) calendar days from the last day of work of the incumbent or fourteen (14) calendar days from the date the Employee signs the written acceptance, whatever is later.

15.77 In the event that a job is not filled through the posting procedure or from outside the work force within forty (40) days from the date of the initial posting, the Employer agrees to repost said job according to the posting procedure, if requested.

15.8 **Layoff and Recall.** In the event the Employer reduces its work force, the following procedure shall apply:

15.81 Temporary Employees and permanent part-time Employees shall be laid off before any regular full-time Employees are laid off.

15.82 Dodge County agrees to give the Union two (2) weeks notice of its intention to lay off. The notice will specify the Employee(s) initially affected by the layoff and the affected Employee(s) will also receive an individual notice of layoff. During said period, the County will confer with the Union regarding the affected Employee's rights in accordance with the following:

1. Full-time employees will be allowed to either bump a less senior full-time or part-time person in the same classification on the same shift or accept layoff. If there is no less senior full-time employee in the same classification on the same shift, the employee will be allowed to either bump a less senior full-time or part-time employee in the same classification on a different shift or accept layoff. Similarly, part-time employees will be allowed to either bump a less senior part-time employee in the same classification on the same shift or accept layoff. If there is no less senior part-time employee in the same classification on the same shift, the employee will be allowed to either bump a less senior part-time employee in the same classification on a different shift or accept layoff.

- a. For purposes of this section only, Nursing Assistant, Program Assistant I and All-Around classifications will be considered as being within the same classification, and Nursing Assistants and Program Assistant I's will be allowed to bump less-senior All-Around Nursing Assistants at the time of layoff. An NA or PA I who exercises such a bump to an All-Around position will be required to remain in the All-Around Nursing Assistant position for a period of one year before being allowed to post into another position. This requirement may be waived by management if there is an employee on layoff from the All-Around classification who will accept a recall to the All-Around position, or for other

reason deemed acceptable by management (i.e. to fill a position in another unit that is of higher priority as determined by management). Alternatively, an NA or PA I may accept a recall from layoff to return to an All-Around position provided he/she agrees to remain in the All-Around position for one year. An NA or PA I will be allowed to request to be by-passed on recall to an All-Around position, and will not lose his/her seniority by doing so.

b. Employees holding a combined position of Housekeeping/Laundry or Cook/Food Service Worker will be allowed to bump into either position making up the combined position, provided that the employee has experience performing the job as it currently exists.

2. If the Employee is unable to bump in accordance with the above paragraph (1), he/she may bump a less senior Employee in any equal or lower paying classification in the bargaining unit, provided he/she has experience performing the duties of the job, as it currently exists, that he/she has requested to bump into .

3. Should an Employee who exercises his/her seniority as indicated above choose to or is requested to return to his/her original classification or a different classification in accordance with Article 7.3 and relevant subsections thereto, the Employee who was displaced shall be reinstated into the position he/she held prior to the bump.

15.83 In re-employing Employees with the greatest length of service shall be called back first when an open position is available in either employing unit, provided they are qualified to perform the work required with minimal training.

15.84 Employees laid off under this Section shall retain all seniority rights for a period of fifteen (15) months, provided that they respond to any request to return to work made during that time, by certified mail. Employees shall notify the County of any change of address while on layoff and shall lose all seniority after a failed attempt to notify the employee of recall as a result of an out-of-date address.

An employee must notify the County of his/her intent to return to work from layoff within three (3) working days, exclusive of Saturdays, Sundays and holidays, after the employee was made aware of the recall by certified mail. The employee will be required to return to work within seven (7) calendar days after receipt of the recall. This seven (7) day period will be extended up to a maximum of fourteen (14) calendar days if the employee needs that time to give notice to a present employer or other mutually agreed upon reason. This time period may be extended by the County if the return to work date is determined to be beyond the one or two week period described herein.

- 15.9 An Employee who quits or who is discharged, is absent from work for three (3) consecutive working days without notification to the Employer (unless unable to notify for physical or other legitimate reasons) or fails to respond within three (3) days or report to work within seven (7) days after having been recalled from layoff by certified mail, shall lose all prior seniority rights, except if reinstated under Article XVIII.
- 15.10 A seniority roster shall be posted and shall be brought up to date on February 15th and September 1st of each year. This roster shall list all of the Employees in the bargaining unit and shall show the number of months credited seniority according to bargaining unit and classification.
- 15.11 An Employee of the bargaining unit, if hired by the County in any position outside Local 1576 jurisdiction, shall retain their original seniority for a period of no more than ninety (90) days.

**ARTICLE XVI
EMPLOYEES' RULES**

- 16.1 Employees shall make every effort to contact their supervisor or designee if they are unable to come to work.
- Days - one (1) hour notice
P.M.s - two (2) hours notice
Nights - two (2) hours notice
- This procedure shall be followed daily unless it is known that the absence is due to serious illness or surgery. A consistent or unsubstantiated failure to do so as determined by the County may result in loss of sick pay and/or additional progressive discipline action.
- 16.2 Employees will not visit the Facility outside regular duty hours except when legitimate business requires their presence.
- 16.3 All accidents to Employees must be reported to the Employee's Supervisor as soon as possible, but not later than the end of their scheduled shift in which the accident occurred. In order to expedite payment of Worker's Compensation benefits, any accidents to Employees should be reported to the Employee's Supervisor and the Employee Health Nurse as soon as possible.
- 16.4 All Employees must attend instruction classes and learn the use of the fire extinguishers and evacuation routes used unless excused.
- 16.5 No Employee shall operate the time clock for other Employees.
- 16.6 No Employee shall absent himself from duty without prior approval of his/her Supervisor or a designated representative.
- 16.7 A five (5) minute clean-up time shall be provided Employees at the end of their shift.
- 16.8 All Employees shall receive copies of Sec. 940.295 and 50.09, Wis. Stats., shall be instructed as to their application and shall be held responsible for any proven violation thereof.
- 16.9 Employees shall be at work at their scheduled time and will be expected to stay on the job until their scheduled time is up.

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**ARTICLE XVII
DISCIPLINARY PROCEDURE**

- 17.1 The following disciplinary procedure is intended as a legitimate management device to inform Employees of work habits, etc. which are not consistent with the aims of the Employer's public function and thereby to correct those deficiencies:
- A. For the first offense, the Employee may receive an oral written warning, not to be placed into any personnel file.
 - B. For the second offense, the Employee may receive a written warning to be placed into the personnel file.
 - C. For the third offense, the Employee may be subject to disciplinary action.
 - D. For the fourth offense, the Employee may be subject to further disciplinary action, including discharge.
- 17.2 The above sequence of disciplinary action shall not apply in cases which Management feels are just cause for suspension or immediate discharge.
- 17.3 A disciplined Employee may appeal a demotion, suspension, discharge or written reprimand taken by the Employer beginning with the third step of the grievance procedure except that oral/written warnings shall begin with the first step of the grievance.
- 17.4 Notices to the Employees regarding this procedure shall be in writing with a copy provided to the Employee and the Union President.
- 17.5 Any disciplinary action sustained in the grievance procedure, or not contested, shall be considered a valid action. All documentation of such action will be removed from the Employee's personnel file at the end of a twelve month period and will no longer be considered valid.

**ARTICLE XVIII
GRIEVANCE PROCEDURE**

- 18.1 **Grievance.** A grievance is defined as any matter involving the interpretation, application or enforcement of the terms of this Agreement.
- 18.2 **Procedure.** Grievances shall be presented in the following manner: (Time limits set forth shall be exclusive of Saturdays, Sundays and holidays.)
- 18.21 The Employee and/or the Grievance Committee Representative shall take the grievance up orally with the Employee's immediate Supervisor and/or department head, as appropriate, within twenty (20) days after the Employee and/or the Union knew or should have known of the event giving rise to the grievance. The Supervisor or department head shall respond within three (3) days.

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- 18.22 If satisfactory settlement is not reach as outlined in 18.21, the grievance shall be reduced to writing and presented by the Employee and/or Grievance Committee Representative to the Administrator or designee within five (5) days of receipt of the Supervisor's answer. The Administrator or designee shall meet with the Employee and/or the Grievance Committee Representative within five (5) days of the time the grievance was delivered to the Administrator. The Administrator shall have five (5) days from the date of the meeting to make a written reply with one (1) copy to the grievant and one (1) copy to the Union.
- 18.23 If a satisfactory settlement is not reached as outlined in 18.22, the grievance may be appealed to the County Human Resources and Labor Negotiations Committee within five (5) days of receipt of the answer of the Administrator. The County Human Resources and Labor Negotiations Committee shall hear the grievance within fourteen (14) days of its receipt and shall respond in writing within five (5) days of such hearing: one (1) copy to the grievant, one (1) copy to the Union.
- 18.3 **Arbitration.** If a satisfactory settlement is not reached as outlined in 18.23 above, the Union may, within ten (10) days after the last response in writing is received or due, appeal the grievance to arbitration by written notification to the County Human Resources Director that the Union is appealing the grievance to arbitration. Within fourteen (14) calendar days of giving such notice to the Human Resources Director, the Union and the Human Resources Director shall select a staff member of the Wisconsin Employment Relations Commission (WERC) and shall jointly request the WERC to appoint that person as the arbitrator to hear the grievance. The decision of the arbitrator shall be final and binding on both parties. In rendering the arbitrator's decision, the arbitrator shall neither add to, detract from, nor modify any of the provisions of this Agreement.
- The selection of the WERC staff member shall be as follows: Each party shall submit the names of three (3) WERC staff members; if both parties submit the same name, that person will be considered the selected staff member; if there are no matches, one of the names will be drawn by lot and discarded from further consideration, and the parties will alternatively strike (the order determined by a coin toss) from a list of remaining names until one name remains, who will then be considered the selected staff member.
- 18.31 The costs, if any, of the arbitrator shall be shared equally by both parties.
- 18.32 The filing party in arbitration requests will pay the W.E.R.C. fee.
- 18.4 Time limits set forth in this article may be extended by mutual agreement in writing.
- 18.5 **Payment of Employees.** The County will allow the grievant, two (2) Union Officers and any witnesses time off from work with pay for attendance at grievance hearings. The County will allow individuals named in the complaint and mutually agreeable witnesses time off from work with pay for attendance at court hearings involving litigation between Dodge County and Union Employees of the County.

**ARTICLE XIX
MISCELLANEOUS**

- 19.1 If any personal belongings of an Employee are damaged, broken or destroyed in the course of his/her duties, the County shall replace such articles at their value when purchased at no cost to the Employee.
- 19.2 **Liability.** Resolution No. 76.9 of the Dodge County Board of Supervisors is made part of this Agreement.
- 19.3 Physical exams and other required tests (including pre-employment physicals and x-rays) will be provided at no cost to the Employee, provided said exam and tests are done by a physician so stipulated by the Employer. Should the Employee choose to use his/her own physician, the cost of the required tests and twenty dollars (\$20.00) for the physical shall be reimbursed.
- 19.4 There shall be Union representation on the Safety Committee.
- 19.5 Employees who work beyond their regularly scheduled shift (double shift into the night shift without prior notice) shall receive a cash reimbursement for meals in the amount of \$1.00). Other shifts that work double shall receive a meal. The County shall provide a microwave oven for the use of Employees.
- 19.6 An Employee lounge shall be provided in each facility.
- 19.7 Employees shall be allowed to purchase meals at the cafeteria at their option on a per item basis.
- 19.8 The County and the Union have agreed that the County may establish a mandatory drug testing policy that includes pre-employment, random and for cause testing.

**ARTICLE XX
STRIKE OR LOCKOUT**

- 20.1 During the term of this Agreement, the parties hereto agree not to engage in any strike or lockout or support same in any way. The parties recognize provisions of Wisconsin Statute prohibiting strikes by public Employees. In the event any Employee who is a member of the unit shall violate this Section and shall not immediately return to work when directed by the Employer, such Employee or Employees may be summarily dismissed and such dismissal shall not be the subject of any grievance procedure as contained in the Agreement. Such action shall, in addition, not bar the Employer from any further action.

**ARTICLE XXI
WAIVER AND ENTIRE AGREEMENT**

- 21.1 The parties acknowledge that during the negotiations resulting in this Agreement, each have the unlimited right and opportunity to make demands and proposals with respect to any and all subjects or matters not removed by law from the area of collective bargaining and the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement.

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- 21.2 All rights and duties of both parties are specifically expressed in this Agreement and such expression is all inclusive. Any practice or benefit existing prior to this Agreement is negated unless specifically incorporated into this Agreement. No Employee shall suffer any reduction in pay or lose any benefit relating to wages, hours and conditions of employment known to Management as a result of the signing of this Agreement. This Agreement constitutes the entire Agreement between the parties and concludes the collective bargaining for its term.
- 21.3 **Savings Clause.** Should any of the provisions of this Agreement be found to be in violation of any law, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. The Union and the County shall negotiate any areas found in violation.

**ARTICLE XXII
TERMINATION AND DURATION**

- 22.1 This Agreement shall be effective as of the first day of January, 2008 and shall remain in force and effect through December 31, 2010 and shall automatically renew itself year to year unless either party notifies the other in writing on or before August 1 of any year that it desires to alter or amend this Agreement. This Agreement shall remain in full force and effect during negotiations unless either party shall give notice of termination as hereinafter provided.
- 22.2 Either party may at any time give to the other party written notice of its intention not to extend the terms of the Contract. Such notice must be submitted at least ten (10) days prior to the extended date after which the Contract terms will not be extended and in no instance can the terms be extended prior to December 31, 2010.

Dated this 20th day of May, 2008.

**FOR DODGE COUNTY
HUMAN RESOURCES AND LABOR
NEGOTIATIONS COMMITTEE**

**FOR DODGE COUNTY
HEALTH FACILITES EMPLOYEES
LOCAL 1576, AFSCME, AFL-CIO**

Ray Seaholm, Chairman

Judy Wagner, President

Donna Maly

Pegi Erdmann, Chief Steward

Harold Johnson

Linda Garland, Ex Vice President

Robert Ballweg

Lee Gierke

Kenneth Neumann

APPENDIX "A"
January 1, 2008
Dodge County Health Facilities Employees
Local 1576

| CLASSIFICATION | HRS/WK.* | START | 6. MOS. | 16 MOS. | 28 MOS. | 40 MOS. |
|------------------------------|----------|-------|------------|------------|------------|------------|
| Nursing Services | | | | | | |
| Nursing Assistant | 36.33 | 11.83 | 12.20 | 12.58 | 13.24 | 14.36 |
| All Around Nursing Assistant | 37.54 | 12.04 | 12.41 | 12.78 | 13.46 | 14.58 |
| Program Assistant I | 37.54 | 11.83 | 12.20 | 12.58 | 13.24 | 14.36 |
| Program Assistant II | 37.54 | 12.04 | 12.41 | 12.78 | 13.46 | 14.58 |
| Rehabilitation Asst. | 37.54 | 12.04 | 12.41 | 12.78 | 13.46 | 14.58 |
| Restorative N.A. | 38.75 | 11.97 | 12.35 | 12.72 | 13.39 | 14.50 |
| Ward Clerk | 40.00 | 11.97 | 12.35 | 12.72 | 13.39 | 14.50 |
| Scheduling Assistant | 40.00 | 11.99 | 12.36 | 12.73 | 13.41 | 14.52 |
| Independent Living Assistant | 40.00 | 12.04 | 12.41 | 12.78 | 13.46 | 14.58 |
| Community Living Assistant | 40.00 | 10.03 | 10.43 | 10.82 | 11.22 | 11.61 |
| Activities | | | | | | |
| Activity Therapy Aide | 40.00 | 11.83 | 12.20 | 12.58 | 13.24 | 14.36 |
| C.O.T.A. | 40.00 | 17.93 | 18.43 | 18.93 | 19.44 | 19.95 |
| Dietary | | | | | | |
| Cook | 37.54 | 11.76 | 12.13 | 12.52 | 13.17 | 14.30 |
| Cook/Food Service Worker | 37.54 | 11.52 | 11.90 | 12.27 | 12.95 | 14.05 |
| Cook - C.O.A. | 40.00 | 11.76 | 12.13 | 12.52 | 13.17 | 14.30 |
| Food Service Worker | 37.54 | 11.28 | 11.64 | 12.02 | 12.69 | 13.81 |
| Food Service Worker COA | 40.00 | 11.28 | 11.64 | 12.02 | 12.69 | 13.81 |

*Per paragraph 6.4, newly hired employees and transferring employees (except Independent Living Assistant and Community Living Assistant) will work 36.33 hours/week.

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APPENDIX "A"
January 1, 2008
Dodge County Health Facilities Employees
Local 1576

| CLASSIFICATION | HRS/WK.* | START | 6. MOS. | 16 MOS. | 28 MOS. | 40 MOS. |
|--------------------------------------|----------|-------|------------|------------|------------|------------|
| Environmental Services | | | | | | |
| Maintenance I | 40.00 | 13.98 | 14.64 | 15.31 | 15.98 | 16.66 |
| Maintenance II | 40.00 | 14.46 | 15.14 | 15.83 | 16.50 | 17.17 |
| Maintenance Mechanic | 40.00 | 15.36 | 16.08 | 16.79 | 17.51 | 18.21 |
| Housekeeping | 40.00 | 11.28 | 11.64 | 12.02 | 12.69 | 13.81 |
| Housekeeping/Laundry | 40.00 | 11.52 | 11.90 | 12.27 | 12.95 | 14.05 |
| Laundry Worker | 40.00 | 11.76 | 12.13 | 12.52 | 13.17 | 14.30 |
| Hskp/Laundry/Transp (CLV-N/S) | 40.00 | 11.52 | 11.90 | 12.27 | 12.95 | 14.05 |
| Trans/Laundry (CLV-N/S) | 40.00 | 11.59 | 11.96 | 12.33 | 13.01 | 14.12 |
| Transportation/Maintenance | 40.00 | 11.59 | 11.96 | 12.33 | 13.01 | 14.12 |
| Tugger Operator | 40.00 | 11.59 | 11.96 | 12.33 | 13.01 | 14.12 |
| Financial/Employee Services | | | | | | |
| Payroll Expeditor | 40.00 | 15.65 | 16.09 | 16.53 | 16.96 | 17.40 |
| Account Clerk | 40.00 | 12.74 | 13.11 | 13.48 | 14.16 | 15.27 |
| Medical Supply Clerk | 40.00 | 12.10 | 12.46 | 12.85 | 13.51 | 14.64 |
| Health Information Management | | | | | | |
| Medical Records Clerk | 40.00 | 12.74 | 13.11 | 13.48 | 14.16 | 15.27 |
| Receptionist/Typist | 40.00 | 12.31 | 12.68 | 13.05 | 13.72 | 14.84 |
| Transcriptionist | 40.00 | 12.74 | 13.11 | 13.48 | 14.16 | 15.27 |
| Ward Clerk/Receptionist | 40.00 | 11.97 | 12.35 | 12.72 | 13.39 | 14.50 |
| Transcriptionist/ Support Service | 40.00 | 12.74 | 13.11 | 13.48 | 14.16 | 15.27 |

*Per paragraph 6.4, newly hired employees and transferring employees (except Independent Living Assistant and Community Living Assistant) will work 36.33 hours/week.

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APPENDIX "B"
July 1, 2008
Dodge County Health Facilities Employees
Local 1576

| CLASSIFICATION | HRS/WK.* | START | 6. MOS . | 16 MOS. | 28 MOS. | 40 MOS. |
|------------------------------|----------|-------|-------------|------------|------------|------------|
| Nursing Services | | | | | | |
| Nursing Assistant | 36.33 | 11.89 | 12.26 | 12.64 | 13.31 | 14.43 |
| All Around Nursing Assistant | 37.54 | 12.10 | 12.47 | 12.84 | 13.53 | 14.65 |
| Program Assistant I | 37.54 | 11.89 | 12.26 | 12.64 | 13.31 | 14.43 |
| Program Assistant II | 37.54 | 12.10 | 12.47 | 12.84 | 13.53 | 14.65 |
| Rehabilitation Asst. | 37.54 | 12.10 | 12.47 | 12.84 | 13.53 | 14.65 |
| Restorative N.A. | 38.75 | 12.03 | 12.41 | 12.78 | 13.46 | 14.57 |
| Ward Clerk | 40.00 | 12.03 | 12.41 | 12.78 | 13.46 | 14.57 |
| Scheduling Assistant | 40.00 | 12.05 | 12.42 | 12.79 | 13.48 | 14.59 |
| Independent Living Assistant | 40.00 | 12.10 | 12.47 | 12.84 | 13.53 | 14.65 |
| Community Living Assistant | 40.00 | 10.08 | 10.48 | 10.87 | 11.28 | 11.67 |
| Activities | | | | | | |
| Activity Therapy Aide | 40.00 | 11.89 | 12.26 | 12.64 | 13.31 | 14.43 |
| C.O.T.A. | 40.00 | 18.02 | 18.52 | 19.02 | 19.54 | 20.05 |
| Dietary | | | | | | |
| Cook | 37.54 | 11.82 | 12.19 | 12.58 | 13.24 | 14.37 |
| Cook/Food Service Worker | 37.54 | 11.58 | 11.96 | 12.33 | 13.01 | 14.12 |
| Cook - C.O.A. | 40.00 | 11.82 | 12.19 | 12.58 | 13.24 | 14.37 |
| Food Service Worker | 37.54 | 11.34 | 11.70 | 12.08 | 12.75 | 13.88 |
| Food Service Worker COA | 40.00 | 11.34 | 11.70 | 12.08 | 12.75 | 13.88 |

*Per paragraph 6.4, newly hired employees and transferring employees (except Independent Living Assistant and Community Living Assistant) will work 36.33 hours/week.

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APPENDIX "B"
July 1, 2008
Dodge County Health Facilities Employees
Local 1576

| CLASSIFICATION | HRS/WK.* | START | 6. MOS. | 16 MOS. | 28 MOS | 40 MOS |
|--------------------------------------|----------|-------|------------|------------|-----------|-----------|
| Environmental Services | | | | | | |
| Maintenance I | 40.00 | 14.05 | 14.71 | 15.39 | 16.06 | 16.74 |
| Maintenance II | 40.00 | 14.53 | 15.22 | 15.91 | 16.58 | 17.26 |
| Maintenance Mechanic | 40.00 | 15.44 | 16.16 | 16.87 | 17.60 | 18.30 |
| Housekeeping | 40.00 | 11.34 | 11.70 | 12.08 | 12.75 | 13.88 |
| Housekeeping/Laundry | 40.00 | 11.58 | 11.96 | 12.33 | 13.01 | 14.12 |
| Laundry Worker | 40.00 | 11.82 | 12.19 | 12.58 | 13.24 | 14.37 |
| Hskp/Laundry/Transp (CLV-N/S) | 40.00 | 11.58 | 11.96 | 12.33 | 13.01 | 14.12 |
| Trans/Laundry (CLV-N/S) | 40.00 | 11.65 | 12.02 | 12.39 | 13.08 | 14.19 |
| Transportation/Maintenance | 40.00 | 11.65 | 12.02 | 12.39 | 13.08 | 14.19 |
| Tugger Operator | 40.00 | 11.65 | 12.02 | 12.39 | 13.08 | 14.19 |
| Financial/Employee Services | | | | | | |
| Payroll Expeditor | 40.00 | 15.73 | 16.17 | 16.61 | 17.04 | 17.49 |
| Account Clerk | 40.00 | 12.80 | 13.18 | 13.55 | 14.23 | 15.35 |
| Medical Supply Clerk | 40.00 | 12.16 | 12.52 | 12.91 | 13.58 | 14.71 |
| Health Information Management | | | | | | |
| Medical Records Clerk | 40.00 | 12.80 | 13.18 | 13.55 | 14.23 | 15.35 |
| Receptionist/Typist | 40.00 | 12.37 | 12.74 | 13.12 | 13.79 | 14.91 |
| Transcriptionist | 40.00 | 12.80 | 13.18 | 13.55 | 14.23 | 15.35 |
| Ward Clerk/Receptionist | 40.00 | 12.03 | 12.41 | 12.78 | 13.46 | 14.57 |
| Transcriptionist/ Support Service | 40.00 | 12.80 | 13.18 | 13.55 | 14.23 | 15.35 |

*Per paragraph 6.4, newly hired employees and transferring employees (except Independent Living Assistant and Community Living Assistant) will work 36.33 hours/week.

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APPENDIX "C"
January 1, 2009
Dodge County Health Facilities Employees
Local 1576

| CLASSIFICATION | HRS/WK.* | START | 6. MOS . | 16 MOS. | 28 MOS. | 40 MOS. |
|------------------------------|----------|-------|-------------|------------|------------|------------|
| Nursing Services | | | | | | |
| Nursing Assistant | 36.33 | 12.25 | 12.63 | 13.02 | 13.71 | 14.86 |
| All Around Nursing Assistant | 37.54 | 12.46 | 12.84 | 13.23 | 13.94 | 15.09 |
| Program Assistant I | 37.54 | 12.25 | 12.63 | 13.02 | 13.71 | 14.86 |
| Program Assistant II | 37.54 | 12.46 | 12.84 | 13.23 | 13.94 | 15.09 |
| Rehabilitation Asst. | 37.54 | 12.46 | 12.84 | 13.23 | 13.94 | 15.09 |
| Restorative N.A. | 38.75 | 12.39 | 12.78 | 13.16 | 13.86 | 15.01 |
| Ward Clerk | 40.00 | 12.39 | 12.78 | 13.16 | 13.86 | 15.01 |
| Scheduling Assistant | 40.00 | 12.41 | 12.79 | 13.17 | 13.88 | 15.03 |
| Independent Living Assistant | 40.00 | 12.46 | 12.84 | 13.23 | 13.94 | 15.09 |
| Community Living Assistant | 40.00 | 10.38 | 10.79 | 11.20 | 11.62 | 12.02 |
| Activities | | | | | | |
| Activity Therapy Aide | 40.00 | 12.25 | 12.63 | 13.02 | 13.71 | 14.86 |
| C.O.T.A. | 40.00 | 18.56 | 19.08 | 19.59 | 20.13 | 20.65 |
| Dietary | | | | | | |
| Cook | 37.54 | 12.17 | 12.56 | 12.96 | 13.64 | 14.80 |
| Cook/Food Service Worker | 37.54 | 11.93 | 12.32 | 12.70 | 13.40 | 14.54 |
| Cook - C.O.A. | 40.00 | 12.17 | 12.56 | 12.96 | 13.64 | 14.80 |
| Food Service Worker | 37.54 | 11.68 | 12.05 | 12.44 | 13.13 | 14.30 |
| Food Service Worker COA | 40.00 | 11.68 | 12.05 | 12.44 | 13.13 | 14.30 |

*Per paragraph 6.4, newly hired employees and transferring employees (except Independent Living Assistant and Community Living Assistant) will work 36.33 hours/week.

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APPENDIX "C"
January 1, 2009
Dodge County Health Facilities Employees
Local 1576

| CLASSIFICATION | HRS/WK.* | START | 6. MOS. | 16 MOS. | 28 MOS | 40 MOS. |
|--------------------------------------|----------|-------|------------|------------|-----------|------------|
| Environmental Services | | | | | | |
| Maintenance I | 40.00 | 14.47 | 15.15 | 15.85 | 16.54 | 17.24 |
| Maintenance II | 40.00 | 14.97 | 15.68 | 16.39 | 17.08 | 17.78 |
| Maintenance Mechanic | 40.00 | 15.90 | 16.64 | 17.38 | 18.13 | 18.85 |
| Housekeeping | 40.00 | 11.68 | 12.05 | 12.44 | 13.13 | 14.30 |
| Housekeeping/Laundry | 40.00 | 11.93 | 12.32 | 12.70 | 13.40 | 14.54 |
| Laundry Worker | 40.00 | 12.17 | 12.56 | 12.96 | 13.64 | 14.80 |
| Hskp/Laundry/Transp (CLV-N/S) | 40.00 | 11.93 | 12.32 | 12.70 | 13.40 | 14.54 |
| Trans/Laundry (CLV-N/S) | 40.00 | 12.00 | 12.38 | 12.76 | 13.47 | 14.62 |
| Transportation/Maintenance | 40.00 | 12.00 | 12.38 | 12.76 | 13.47 | 14.62 |
| Tugger Operator | 40.00 | 12.00 | 12.38 | 12.76 | 13.47 | 14.62 |
| Financial/Employee Services | | | | | | |
| Payroll Expeditor | 40.00 | 16.20 | 16.66 | 17.11 | 17.55 | 18.01 |
| Account Clerk | 40.00 | 13.18 | 13.58 | 13.96 | 14.66 | 15.81 |
| Medical Supply Clerk | 40.00 | 12.52 | 12.90 | 13.30 | 13.99 | 15.15 |
| Health Information Management | | | | | | |
| Medical Records Clerk | 40.00 | 13.18 | 13.58 | 13.96 | 14.66 | 15.81 |
| Receptionist/Typist | 40.00 | 12.74 | 13.12 | 13.51 | 14.20 | 15.36 |
| Transcriptionist | 40.00 | 13.18 | 13.58 | 13.96 | 14.66 | 15.81 |
| Ward Clerk/Receptionist | 40.00 | 12.39 | 12.78 | 13.16 | 13.86 | 15.01 |
| Transcriptionist/ Support Service | 40.00 | 13.18 | 13.58 | 13.96 | 14.66 | 15.81 |

*Per paragraph 6.4, newly hired employees and transferring employees (except Independent Living Assistant and Community Living Assistant) will work 36.33 hours/week.

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APPENDIX "D"
January 1, 2010
Dodge County Health Facilities Employees
Local 1576

| CLASSIFICATION | HRS/WK.* | START | 6. MOS . | 16 MOS. | 28 MOS. | 40 MOS. |
|------------------------------|----------|-------|-------------|------------|------------|------------|
| Nursing Services | | | | | | |
| Nursing Assistant | 36.33 | 12.56 | 12.95 | 13.35 | 14.05 | 15.23 |
| All Around Nursing Assistant | 37.54 | 12.77 | 13.16 | 13.56 | 14.29 | 15.47 |
| Program Assistant I | 37.54 | 12.56 | 12.95 | 13.35 | 14.05 | 15.23 |
| Program Assistant II | 37.54 | 12.77 | 13.16 | 13.56 | 14.29 | 15.47 |
| Rehabilitation Asst. | 37.54 | 12.77 | 13.16 | 13.56 | 14.29 | 15.47 |
| Restorative N.A. | 38.75 | 12.70 | 13.10 | 13.49 | 14.21 | 15.39 |
| Ward Clerk | 40.00 | 12.70 | 13.10 | 13.49 | 14.21 | 15.39 |
| Scheduling Assistant | 40.00 | 12.72 | 13.11 | 13.50 | 14.23 | 15.41 |
| Independent Living Assistant | 40.00 | 12.77 | 13.16 | 13.56 | 14.29 | 15.47 |
| Community Living Assistant | 40.00 | 10.64 | 11.06 | 11.48 | 11.91 | 12.32 |
| Activities | | | | | | |
| Activity Therapy Aide | 40.00 | 12.56 | 12.95 | 13.35 | 14.05 | 15.23 |
| C.O.T.A. | 40.00 | 19.02 | 19.56 | 20.08 | 20.63 | 21.17 |
| Dietary | | | | | | |
| Cook | 37.54 | 12.47 | 12.87 | 13.28 | 13.98 | 15.17 |
| Cook/Food Service Worker | 37.54 | 12.23 | 12.63 | 13.02 | 13.74 | 14.90 |
| Cook - C.O.A. | 40.00 | 12.47 | 12.87 | 13.28 | 13.98 | 15.17 |
| Food Service Worker | 37.54 | 11.97 | 12.35 | 12.75 | 13.46 | 14.66 |
| Food Service Worker COA | 40.00 | 11.97 | 12.35 | 12.75 | 13.46 | 14.66 |

*Per paragraph 6.4, newly hired employees and transferring employees (except Independent Living Assistant and Community Living Assistant) will work 36.33 hours/week.

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APPENDIX "D"
January 1, 2010
Dodge County Health Facilities Employees
Local 1576

| CLASSIFICATION | HRS/WK.* | START | 6. MOS. | 16 MOS. | 28 MOS | 40 MOS. |
|--------------------------------------|----------|-------|------------|------------|-----------|------------|
| Environmental Services | | | | | | |
| Maintenance I | 40.00 | 14.83 | 15.53 | 16.25 | 16.95 | 17.67 |
| Maintenance II | 40.00 | 15.34 | 16.07 | 16.80 | 17.51 | 18.22 |
| Maintenance Mechanic | 40.00 | 16.30 | 17.06 | 17.81 | 18.58 | 19.32 |
| Housekeeping | 40.00 | 11.97 | 12.35 | 12.75 | 13.46 | 14.66 |
| Housekeeping/Laundry | 40.00 | 12.23 | 12.63 | 13.02 | 13.74 | 14.90 |
| Laundry Worker | 40.00 | 12.47 | 12.87 | 13.28 | 13.98 | 15.17 |
| Hskp/Laundry/Transp (CLV-N/S) | 40.00 | 12.23 | 12.63 | 13.02 | 13.74 | 14.90 |
| Trans/Laundry (CLV-N/S) | 40.00 | 12.30 | 12.69 | 13.08 | 13.81 | 14.99 |
| Transportation/Maintenance | 40.00 | 12.30 | 12.69 | 13.08 | 13.81 | 14.99 |
| Tugger Operator | 40.00 | 12.30 | 12.69 | 13.08 | 13.81 | 14.99 |
| Financial/Employee Services | | | | | | |
| Payroll Expeditor | 40.00 | 16.61 | 17.08 | 17.54 | 17.99 | 18.46 |
| Account Clerk | 40.00 | 13.51 | 13.92 | 14.31 | 15.03 | 16.21 |
| Medical Supply Clerk | 40.00 | 12.83 | 13.22 | 13.63 | 14.34 | 15.53 |
| Health Information Management | | | | | | |
| Medical Records Clerk | 40.00 | 13.51 | 13.92 | 14.31 | 15.03 | 16.21 |
| Receptionist/Typist | 40.00 | 13.06 | 13.45 | 13.85 | 14.56 | 15.74 |
| Transcriptionist | 40.00 | 13.51 | 13.92 | 14.31 | 15.03 | 16.21 |
| Ward Clerk/Receptionist | 40.00 | 12.70 | 13.10 | 13.49 | 14.21 | 15.39 |
| Transcriptionist/ Support Service | 40.00 | 13.51 | 13.92 | 14.31 | 15.03 | 16.21 |

*Per paragraph 6.4, newly hired employees and transferring employees (except Independent Living Assistant and Community Living Assistant) will work 36.33 hours/week.

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APPENDIX "E"
July 1, 2010
Dodge County Health Facilities Employees
Local 1576

| CLASSIFICATION | HRS/WK.* | START | 6. MOS . | 16 MOS. | 28 MOS. | 40 MOS. |
|------------------------------|----------|-------|-------------|------------|------------|------------|
| Nursing Services | | | | | | |
| Nursing Assistant | 36.33 | 12.62 | 13.01 | 13.42 | 14.12 | 15.31 |
| All Around Nursing Assistant | 37.54 | 12.83 | 13.23 | 13.63 | 14.36 | 15.55 |
| Program Assistant I | 37.54 | 12.62 | 13.01 | 13.42 | 14.12 | 15.31 |
| Program Assistant II | 37.54 | 12.83 | 13.23 | 13.63 | 14.36 | 15.55 |
| Rehabilitation Asst. | 37.54 | 12.83 | 13.23 | 13.63 | 14.36 | 15.55 |
| Restorative N.A. | 38.75 | 12.76 | 13.17 | 13.56 | 14.28 | 15.47 |
| Ward Clerk | 40.00 | 12.76 | 13.17 | 13.56 | 14.28 | 15.47 |
| Scheduling Assistant | 40.00 | 12.78 | 13.18 | 13.57 | 14.30 | 15.49 |
| Independent Living Assistant | 40.00 | 12.83 | 13.23 | 13.63 | 14.36 | 15.55 |
| Community Living Assistant | 40.00 | 10.69 | 11.12 | 11.54 | 11.97 | 12.38 |
| Activities | | | | | | |
| Activity Therapy Aide | 40.00 | 12.62 | 13.01 | 13.42 | 14.12 | 15.31 |
| C.O.T.A. | 40.00 | 19.12 | 19.66 | 20.18 | 20.73 | 21.28 |
| Dietary | | | | | | |
| Cook | 37.54 | 12.53 | 12.93 | 13.35 | 14.05 | 15.25 |
| Cook/Food Service Worker | 37.54 | 12.29 | 12.69 | 13.09 | 13.81 | 14.97 |
| Cook - C.O.A. | 40.00 | 12.53 | 12.93 | 13.35 | 14.05 | 15.25 |
| Food Service Worker | 37.54 | 12.03 | 12.41 | 12.81 | 13.53 | 14.73 |
| Food Service Worker COA | 40.00 | 12.03 | 12.41 | 12.81 | 13.53 | 14.73 |

*Per paragraph 6.4, newly hired employees and transferring employees (except Independent Living Assistant and Community Living Assistant) will work 36.33 hours/week.

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APPENDIX "E"
July 1, 2010
Dodge County Health Facilities Employees
Local 1576

| CLASSIFICATION | HRS/WK.* | START | 6. MOS. | 16 MOS. | 28 MOS | 40 MOS. |
|--------------------------------------|----------|-------|------------|------------|-----------|------------|
| Environmental Services | | | | | | |
| Maintenance I | 40.00 | 14.90 | 15.61 | 16.33 | 17.03 | 17.76 |
| Maintenance II | 40.00 | 15.42 | 16.15 | 16.88 | 17.60 | 18.31 |
| Maintenance Mechanic | 40.00 | 16.38 | 17.15 | 17.90 | 18.67 | 19.42 |
| Housekeeping | 40.00 | 12.03 | 12.41 | 12.81 | 13.53 | 14.73 |
| Housekeeping/Laundry | 40.00 | 12.29 | 12.69 | 13.09 | 13.81 | 14.97 |
| Laundry Worker | 40.00 | 12.53 | 12.93 | 13.35 | 14.05 | 15.25 |
| Hskp/Laundry/Transp (CLV-N/S) | 40.00 | 12.29 | 12.69 | 13.09 | 13.81 | 14.97 |
| Trans/Laundry (CLV-N/S) | 40.00 | 12.36 | 12.75 | 13.15 | 13.88 | 15.06 |
| Transportation/Maintenance | 40.00 | 12.36 | 12.75 | 13.15 | 13.88 | 15.06 |
| Tugger Operator | 40.00 | 12.36 | 12.75 | 13.15 | 13.88 | 15.06 |
| Financial/Employee Services | | | | | | |
| Payroll Expeditor | 40.00 | 16.69 | 17.17 | 17.63 | 18.08 | 18.55 |
| Account Clerk | 40.00 | 13.58 | 13.99 | 14.38 | 15.11 | 16.29 |
| Medical Supply Clerk | 40.00 | 12.89 | 13.29 | 13.70 | 14.41 | 15.61 |
| Health Information Management | | | | | | |
| Medical Records Clerk | 40.00 | 13.58 | 13.99 | 14.38 | 15.11 | 16.29 |
| Receptionist/Typist | 40.00 | 13.13 | 13.52 | 13.92 | 14.63 | 15.82 |
| Transcriptionist | 40.00 | 13.58 | 13.99 | 14.38 | 15.11 | 16.29 |
| Ward Clerk/Receptionist | 40.00 | 12.76 | 13.17 | 13.56 | 14.28 | 15.47 |
| Transcriptionist/ Support Service | 40.00 | 13.58 | 13.99 | 14.38 | 15.11 | 16.29 |

*Per paragraph 6.4, newly hired employees and transferring employees (except Independent Living Assistant and Community Living Assistant) will work 36.33 hours/week.

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APPENDIX "F"
DODGE COUNTY FACILITIES - NURSING DEPARTMENT

Policy and Procedure Regarding:

CALLING IN REPLACEMENTS WHEN A NURSING EMPLOYEE CALLS IN SICK

Policy:

The purpose of this policy and procedure is to provide an orderly method to call in replacements for the Nursing Department when an Employee calls in sick and cannot work an assigned schedule and Management determines the position must be filled.

Procedure:

1. Check the work schedules of float employees to see if one is off duty for the shift and needs an additional shift to bring them up to a full-time schedule for the week. If so, offer them the hours for a replacement. If after contacting all such float employees the shift is still uncovered, then check the work schedules of part-time float employees and offer them the hours to bring them up to a full-time schedule.
2. Our obligation is to cover an entire shift when possible. When regular Employees are available to work overtime for only a portion of the shift by virtue of their normally assigned work schedule, they shall be utilized with no obligation on the part of Management to fill the remainder of the shift. If management decides to cover the remainder of the shift, it shall be announced over the P.A. System as outlined in 4 below.
3. Next, use call-in cards of permanent Employees who have indicated they would like overtime on that unit and that shift. Try the foremost card (person) in sequence until a replacement is found. Indicate on the back of the Absence and Tardy Report each Employee called and the response. If the line is busy, you may try recalling that number. When an Employee agrees to work or refuses to work, the card will be moved to the back of the appropriate section of the call-in box.

Employees who have designated a specific unit or shift will be considered an automatic no (i.e., refuse to work) when their cards come up in the rotation when coverage is needed in other areas. These cards will go to the back of the appropriate section of the call-in box. Employees who cannot be reached will be passed over but cards will retain their position in the call-in box. No calls should be made to anyone on vacation, ill on last scheduled day, on L.O.A. or already scheduled to work unless previous arrangements have been made. Once a person has been called for a shift and refuses to work, they will not be called for another unit on the same shift by the same supervisor.

The call-in box contains names of nursing assistants and program assistants who are called first and Employees who work outside of nursing assistant classifications who are approved for overtime as a nursing assistant, who are called second.

4. If no one agrees to work, at the sole discretion of the Supervisor, a P.A. announcement will be made that an overtime shift is available. Volunteers from regular staff will be awarded overtime on a first come, first serve basis within a twenty (20) minute time limit.

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5. Next call the temporary Employees who are off-duty for the shift needed for a replacement. If, in the judgement of the Nursing Supervisor, the unit can operate with one person less than the number of Employees originally scheduled, the Supervisor can stop calling at this point.
6. The call-in box should be in the possession of the Charge Aide or the Charge Nurse at other time when the Charge Aide is not on duty.

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