LABOR AGREEMENT

Between

DODGE COUNTY

and

DODGE COUNTY HIGHWAY DEPARTMENT EMPLOYEES
Local 1323, AFSCME, AFL-CIO

January 1, 2008 to December 31, 2010

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ARTICLE I
AGREEMENT/INTRODUCTION

This Agreement entered into effective this first day of January, 2008, by and between the County of Dodge, Wisconsin, hereinafter referred to as the Employer and the Dodge County Highway Employees, Local 1323, AFSCME, AFL-CIO, hereinafter referred to as the Union.

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 between the Employer and the Employees:

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

ARTICLE II
RECOGNITION AND FAIR SHARE AGREEMENT

2.1 It is hereby agreed that Dodge County Employees Union 1323,AFSCME, AFL-CIO has been selected by a majority of the eligible Employees of the Dodge County Highway Department of Dodge County, Wisconsin as the exclusive bargaining agent for all regular, full time and seasonal Employees of the Department except for the Commissioner, Assistant Commissioner, Patrol Superintendents, Shop Superintendent, and Office Manager; and that pursuant to the provisions of Section 111.70, Wisconsin Statutes, said 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 the bargaining unit.

2.2 The Employer hereby recognizes the "Fair Share" principle as set forth in Wisconsin Statutes as amended.

2.21 The Union, as the exclusive bargaining 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.

2.23 The Employer shall deduct from the first paycheck of each month an amount, certified by the Treasurer of Local 1323 as the uniform dues required of all Union members, from the pay of each Employee in the bargaining unit. With respect to newly hired Employees, such deduction will commence in the month following the completion of the six (6) month probationary period.

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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 1323 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 1323 at least thirty (30) days prior to the effective date of such change.

ARTICLE III
MANAGEMENT RIGHTS

3.1 The management of the work and direction of the working forces, including the right to hire, promote, demote, suspend or discharge for proper causes, to lay off Employees because of lack of work or other legitimate reasons, to establish and enforce reasonable rules, to introduce new or improved equipment or methods of operation shall all be vested exclusively with the Employer, except that all such activities shall be in compliance with the spirit and letter of this Agreement.

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, physical condition, developmental disability, family relationship or arrest or conviction record.

ARTICLE V
CONDUCT OF BUSINESS

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

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 procedure outlined in this Agreement or to prevent certain routine, reasonable business such as the posting of Union notices and bulletins.

5.3 The Employer hereby agrees that reasonable time spent in the investigation, processing and representation 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.

5.4 A member of the Union who is called upon to serve as a delegate or representative of the Union for conventions shall be granted leave time. Such leave time shall be without pay and not to exceed five (5) days per year.

5.5 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 workday for reasonable periods of time, as above defined, provided that notice is first given to the supervisor immediately in charge of such officers or members.

5.6 The Employer agrees to provide and allow the Union use of bulletin board space in a designated area in the work location.

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ARTICLE VI
HOURS OF WORK AND OVERTIME

6.1 The normal schedule of hours for non-office employees will be from 7:00 a.m. to 3:30 p.m., Monday through Friday, with a thirty (30) minute lunch period normally starting at 12:00 noon.

6.11 The Employer at its option may schedule a four (4) day week starting with the first (1st) full week of May through the last full week preceding Labor Day during which the normal schedule of work shall be from 6:30 a.m. to 5:00 p.m., Monday through Thursday with a thirty (30) minute break period normally starting at 12:00 noon. During the week in which Memorial Day and Independence Day (or any other holiday) are celebrated, Employees shall work a three (3) day week of thirty-two (32) hours at regular rate of pay for forty (40) hours pay, which includes the holiday pay. During the period in which a four (4) day work week is in effect, vacation taken in day increments and sick leave will be charged at ten (10) hours per day, however during a week in which a holiday occurs vacation taken in day increments and sick leave taken shall be charged at the number of normal work hours scheduled on the day(s) taken. [Note: A week of vacation shall equal forty (40) hours and vacation taken in day increments shall not exceed forty (40) hours in any year. It is understood that sick leave shall be earned at the rate of eight (8) hours per month.].

6.2 Employees shall work at the project to which they are assigned until the end of the normal schedule of daily hours.

6.3 All Employees shall be entitled to a ten (10) minute break each day; said period to run from 9:00 a.m. unless some other time is designated by the foreman.

6.4 **Overtime.** It is understood by the Union that the Employer has the right to require Employees to work during other than the normal schedule of hours of work, in which event Employees shall receive one and one-half (1-1/2) times their hourly rate of pay for all such time worked.

6.5 **Assignment of Overtime.** Because of the fact that much of the work of the Employer is performed by crews, it is understood and agreed that the Employer may assign a crew to work overtime hours as a unit and without preference to seniority in such assignments. If any regular member of a crew does not work so that a replacement is required, the Employer will recognize seniority insofar as it is reasonably possible to do so. It is further understood and agreed that the Employer may work such crews and classifications of Employees as it determines is necessary to perform the required work without any obligation to assign overtime work to any other Employees.

6.6 **Call-In Time.** In the event an Employee is called in to work on a regularly scheduled day off or during a period which is not a regularly scheduled normal working period; the Employee shall be paid for a minimum of two (2) hours or actual time worked, whichever is greater, provided that this minimum shall not apply to call-ins that are consecutively prior to or subsequent to the Employee's regular work hours.

6.7 Employees who are called in prior to their shift may be sent home prior to the end of their regular shift after they have worked fourteen (14) consecutive hours or more. In this situation, all hours worked outside of the regular scheduled shift time frame shall be compensated at the appropriate overtime rate. For example, if an employee is called in early and starts work at 12 midnight, such employee may be sent home at 2:30 PM, employee will be compensated for seven (7) hours of overtime and seven (7) hours at straight time. If an employee is sent home prior to the end of his/her regular shift, the employee may request to be paid vacation time for the hours of his/her regular shift that were not worked."

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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, cause, or recourse to the grievance procedure. The probationary period shall be extended to cover lost time for illness, injury or unpaid leaves.

7.2 Upon completion of said probationary period, Employees shall be granted seniority rights from the date of original hire.

7.3 During the probationary period, new Employees shall be paid at a rate of fifteen percent (15%) below the rate for the job category in which they are working; provided, however, that the Employer may waive this provision where the training, experience or other circumstances relating to the employment of the Employee so dictate.

7.4 Employees who are promoted may also be required to serve a ninety (90) day probationary period in the position to which they are promoted. Employees serving a promotional probationary period shall not be subject to discharge without recourse to the grievance procedure. During such probationary period, either the Employer or the Employee may request that the Employee be returned to his former position.

7.41 Upon promotion Employees shall be paid the higher rate of pay.

7.5 The Employer may, with the consent of the Union, grant a probationary period of up to ninety (90) days to an employee who is transferred into a position that is in the same skill level or a lower skill level. During such probationary period, if management determines that the employee does not possess the skills and qualifications needed to successfully complete the probationary period, the Employer may return the Employee to his/her former position.

7.6 The Employer may, with the consent of the Union, extend an Employee's probationary period either as a newly hired Employee or as a promoted Employee or transferred Employee when:

7.61 It can be shown that there is reasonable need for an extension, or

7.62 The promoted Employee or transferred Employee has not actually worked in the new position enough time for reasonable evaluation of his performance.

ARTICLE VIII
WAGES AND LONGEVITY

8.1 The classification and wage rates covered by this Agreement are contained in Appendixes A and B, which are attached hereto and made a part hereof. The wage rates contained in Appendixes A and B shall be effective as of January 1, 2008 and January 1, 2008, respectively.

8.2 Employees shall be paid bi-weekly. Newly hired employees will be paid by direct payroll deposit.

8.3 **Longevity.** All Employees covered in this Agreement shall be entitled to longevity pay in accordance with the following schedule and conditions:

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8.31 After five (5) years of continuous service, Employees shall accumulate longevity pay at the rate of ten dollars ($10.00) per month.

8.32 After ten (10) years of continuous service, Employees shall accumulate longevity pay at the rate of seventeen dollars ($17.00) per month.

8.33 After fifteen (15) years of continuous service, Employees shall accumulate longevity pay at the rate of twenty-four dollars ($24.00) per month.

8.34 After twenty (20) years of continuous service, Employees shall accumulate longevity pay at the rate of thirty dollars ($30.00) per month.

8.35 After thirty (30) years of continuous service, Employees shall accumulate longevity pay at the rate of thirty-five dollars ($35.00) per month.

8.36 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 1 and December 20 of each year to eligible Employees who are on the payroll as of that time.

8.37 In the event that an Employee should retire or die, her or his heirs shall receive longevity payments due as of the last date of employment and payment shall be made at the time of retirement or death.

ARTICLE IX
INSURANCE AND RETIREMENT

9.1 **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.

9.11 Employees who retire and/or upon the death of the Employee, the Employee's spouse and eligible dependents shall be allowed to continue in the group health insurance program; provided they pay the premiums in advance to the County and participate in all parts of Medicare as soon as eligible.

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.

9.2 **Dental Insurance.** The County will continue dental insurance with a maximum limit of $1,000.00 per participant per calendar year; 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

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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.

9.3 **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.

9.31 The County will offer a Spouse and Dependent Life Insurance Plan with the cost to be paid entirely by the Employee.

9.32 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.

9.4 **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.

9.5 **Wisconsin Retirement Fund.** Each Employee shall be a participant of the Wisconsin Retirement Fund as provided by the Wisconsin Statutes and rules established by the Wisconsin Retirement Fund Board. The County will pay up to six and four tenths percent (6.4%) of salary for all Employees toward the required Employee contribution to said Fund.

9.6 **Worker's Compensation.**

9.61 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 the difference between Worker's Compensation and full net pay up to a maximum of 36 weeks subject to the following conditions:

a. The Employee reports any job-related accident or injury to the Employer immediately.

b. His/her physician authorizes the Employee’s absence due to such injury and the physician presents such authorization to the Employer within 24 hours of the examination.

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.

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9.62 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 or vacation for such days absent.

9.63 In the event of contested claims, benefits shall be held in abeyance until the claim is settled. During that period, the Employee may use accumulated sick leave, vacation or compensatory time. 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.

9.64 Employees absent longer than 36 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.

9.65 There shall be no deductions from the Employee's sick leave accumulation during the time the Employee is eligible for Worker's Compensation benefits.

9.66 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.

9.67 The Employer shall continue to pay the premium for the hospitalization, surgical insurance and group life insurance in accordance with Article 9.1 for those Employees who are eligible for and receiving Worker's Compensation benefits, for a period not to exceed two (2) years.

ARTICLE X
HOLIDAYS

10.1 Each Employee shall be granted the following holidays, with pay, based on eight (8) hours pay for all full day holidays:

Day before New Year's Day	Labor Day
New Year's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Day before Christmas Day
Independence Day	Christmas Day

10.2 State of Wisconsin policy regarding the day of the week on which said holiday shall be celebrated shall govern.

10.3 If any of the above holidays should fall on a Saturday or Sunday, they shall be observed on the following Monday. If the day before Christmas or New Year's Day should fall on a Saturday or Sunday, they shall be observed on the preceding Friday.

10.4 If an Employee is required to work on a holiday, he shall be paid one and one-half (1-1/2) times his regular rate of pay for all time worked in addition to holiday pay. Employees who are required to work on December 25th (actual day) shall receive two (2) times their regular rate of pay in addition to the holiday pay, if any.

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10.5 To be eligible for holiday pay, an Employee must work the scheduled day before and after the holiday unless absent due to verified illness, vacation, bereavement leave, jury duty, paid military leave or on approved paid leave.

ARTICLE XI
VACATIONS

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

After one (1) year of employment - two (2) weeks vacation

After seven (7) years of employment - three (3) weeks vacation

Commencing with the fourteenth (14th) anniversary date of employment, employees shall earn one (1) additional day of vacation for each additional year of employment up to a maximum of five (5) weeks vacation after twenty-three (23) years of employment.

Employees having attained sixteen or seventeen years of service as of January 1, 2006 shall continue to be eligible for four (4) weeks of vacation, as per the vacation schedule in effect for the prior contract, until such time as those employees attain their nineteenth year of employment. After their nineteenth year of employment they shall be eligible for vacation as described above.

11.2 Vacations shall be taken at the time selected by the Employee, subject to the following provisions:

11.21 Choice of vacation time within a given job classification shall be by seniority. This rule shall apply provided that the requests for preferred vacation times are submitted in writing no later than May 1. Thereafter, seniority shall not be utilized to "bump" Employees from previously requested and approved vacation schedules.

11.22 The number of Employees on vacation at any given time within any one-job classification shall be determined by the Highway Commissioner. No more than twelve (12) Employees shall be on vacation at any one time.

11.23 The Highway Commissioner shall have the authority to designate the time for all vacation periods in excess of two (2) weeks.

11.24 A maximum of five (5) days of vacation may be used in less than five (5) day increments. The Employee must have prior approval of his supervisor to use vacation time in this manner, and must give notice, at a minimum, by the day prior to the desired day of vacation.

11.25 When all accumulated sick leave has been consumed by an Employee, earned vacation shall be used to extend paid leave in the event the Employee is still ill or disabled.

11.3 Employees who retire shall be entitled to all unused earned vacation. Also, Employees who resign from the Highway Department and give notice in writing to the Commissioner of their resignation at least ten (10) days prior to the effective date of their resignation shall be paid for all unused earned vacation and a proration of next year's vacation based upon the amount of the year worked.

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11.31 If termination occurs prior to one (1) full year of employment, the Employee is not eligible for vacation.

11.4 Employees must take all their vacation days off within twelve (12) months of the anniversary date they are earned. Employees shall receive a cash payment if unable to take scheduled vacation days off because of emergency in the department.

ARTICLE XII
SICK LEAVE

12.1 All regular Employees shall, upon 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.

12.11 Employees who have accumulated the 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 a verified doctor's or chiropractor's care for serious illness or injury. Accumulation of days for emergency bank shall be effective as of January 1, 1979. Days in the emergency sick leave bank shall not be subject to the pay-out provision in Section 12.6

12.2 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.

12.3 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 illness or injury, excepting only those cases for which an Employee would be entitled to receive Worker's Compensation benefits.

12.4 Sick leave shall commence upon the first day of the absence due to illness or accident and Employees must notify the Employer of the absence prior to the regular starting time if at all possible. In the event of a scheduled appointment, the Employee must notify the Employer of the absence by the end of the work shift proceeding the day in which the appointment is scheduled.

12.5 A physician's or chiropractor's statement shall be required after three (3) days of absence due to illness or accident; except a committee composed of two (2) members appointed by the Employer and two (2) members appointed by the Union shall at the request of the Employer compile a list of Employees who may be required to furnish a physician's or chiropractor's statement of physical incapacity at any time.

12.6 Except for discharge for just cause, an Employee who terminates employment shall be paid out of their 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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12.61 An Employee who retires with a sick leave accumulation of one hundred twenty (120) days shall be paid five (5) days in addition to the amount provided under Article 12.6.

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

12.71 This section of the agreement is put into place only for the period of January 1, 2006 through December 31, 2010, shall only be applicable during that time, and shall expire at the end of that period. 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 12.6, 12.61 and 12.7 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.

12.8 An Employee eligible for sick leave may be authorized to use sick leave up to three (3) days with pay due to illness or injury to the immediate family (spouse or children) that would require the presence of the Employee on prior written request of the physician. Under special circumstances and approval of the Highway Commissioner or his/her designee, an Employee may be granted additional sick leave up to three (3) more days. For the term of this contract only, the Employee may also use sick leave as described herein due to illness or injury to a parent of the Employee.

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12.9 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 12.6.

ARTICLE XIII
LEAVE OF ABSENCE

13.1 Leaves 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 was employed at the time the leave was granted or a position of comparable level; providing there is such a vacancy. During an unpaid leave of absence, there shall be no additions to an Employee's vacation, sick leave benefits, or longevity.

13.11 Seniority shall continue to accrue during the first calendar month of any one approved leave of absence.

13.12 Employees on approved leave of absence shall not, as a condition of such leave, seek or accept employment elsewhere.

13.13 Any leave of absence granted by the Employer shall be evidenced in writing.

13.14 Should an Employee deliberately and intentionally falsify their request for a leave of absence, they shall be subject to disciplinary action.

13.2 **Military Leave.** Leaves of absence without pay shall be automatically granted all full-time employees who are called or volunteer for military service, providing the application for re-employment is made within ninety (90) days of discharge.

13.21 Existing Employees serving in the National Guard or other branches of the Armed Forces shall be entitled to not more than two (2) weeks (ten [10] days) leave of absence without loss of pay in any one (1) year while on active duty; providing the Employee turns in his/her check stub for pay received from the military during this period, excluding expenses and pay received for holidays, Saturdays and Sundays and said Employee will receive the amount over and above the military pay amount equal to the gross amount of their regular pay.

13.3 **Jury Duty.** Employees called for jury duty shall be entitled to receive lost pay provided that they deposit compensation received for such duty, excluding mileage allowance, with the Employer and receive a receipt for said deposit.

13.4 **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 stepparent or stepchild. One (1) day of bereavement 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, grandchild or grandparent. If additional leave time is required beyond that specified in this Section, such additional leave may be taken and deducted from the Employee's sick leave accumulation.

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13.5 **Medical Leave.** An Employee who has exhausted his/her sick leave, vacation and compensatory time accumulation and is unable to return to work due to illness or injury shall be granted, upon written request to Supervisor and/or Commissioner 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 not to exceed six (6) months. A physician's or chiropractor's certificate may be required to substantiate the need for continuing a leave of absence.

13.51 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.

13.52 While on approved medical leave of absence as per Article 13.5 of this Agreement, the Employer shall continue to pay the premium for the hospitalization, surgical and group life insurance in accordance with Article 9.1, for those Employees who have exhausted their accumulation of sick leave and vacation and are still unable to return to work.

ARTICLE XIV
SENIORITY RIGHTS

14.1 It shall be the policy of the Employer to recognize seniority.

14.2 Seniority shall be defined as the length of time that an Employee has been employed, dating from his/her most recent date of hire and excluding any unpaid leaves of absence except as hereinafter provided.

14.3 There shall be two (2) groups of Employees, full time Employees and seasonal Employees. This Contract shall apply only to full time Employees, except where specific reference is made to seasonal Employees.

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

14.5 **Job Posting.** Whenever a vacancy occurs or it is known that a new job will be created, the following shall apply:

14.51 The job vacancy shall be posted on all shop bulletin boards for a period of not less than five (5) days nor more than ten (10) days and Employees may apply for such positions during this period.

a. The Union shall be given a copy of each posting and a list of Employees who are on leave during the entire posting procedure.

14.52 The full time Employee with the greatest seniority, who can qualify, shall be given the job. In the event that a position is discontinued or in the event that the Employer does not intend to fill the position for some time, the Union shall be notified and provided reason therefor. Should there be a vacancy for a job as foreman, the vacancy will be posted. However, seniority shall not be the determining factor in filling the vacancy.

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14.53 When objections are made by the Employer regarding the qualifications of an Employee to fill a position, such objections shall be presented to the Union Committee for consideration. If there is any difference of opinion regarding the qualifications of an Employee, the Union may take the matter up for adjustment under the grievance procedure in Article XV.

14.54 The Highway Commissioner may make temporary appointments to positions until any dispute with respect to those positions is resolved.

14.6 **Layoff and Recall.** In the event that the Employer is required to reduce its work force, the following shall apply:

14.61 When it is necessary to layoff an employee in a classification, the Employee with the least seniority in that classification shall be laid off first, provided that the remaining Employees are qualified to carry on the Employer's usual operation. Classification is the specific job title as identified in Appendixes A and B.

The employee who is to be laid off will be allowed to bump a less senior employee in a different classification provided the employee who is bumping is able to perform the operations of that classification without training.

An employee who has previously demonstrated an ability to operate equipment similar to what is used in the position he/she wishes to bump into will be given a reasonable period, not to exceed one (1) week, to become familiar with the specific equipment. The one (1) week familiarization period will begin with the date the equipment is first used following the bump. Failure to demonstrate a proficiency within the one (1) week period will result in the employee being placed on layoff.

The employee who is being bumped will be afforded the same bumping opportunity.

If an employee cannot or chooses not to bump a less senior employee, the employee will be placed on layoff for a period of up to fifteen (15) months.

14.62 When the County chooses to fill a vacancy on a regular, on-going basis while there is an employee on layoff, equal consideration will be given to the employees who are on layoff, provided that the employee possesses the needed qualifications, and active employees who sign the job posting for the position. Consideration will be given to the employee's skill, ability and seniority. Where all factors are substantially equal, the employee with the greatest seniority will be entitled to preference.

14.63 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 after the employee was made aware of the

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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.

14.7 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 the time period specified in Section 14.63, shall lose all prior seniority rights, except if reinstated under Article XV.

14.8 A seniority roster shall be posted on all shop bulletin boards and shall be kept up to date by the Employer.

ARTICLE XV
GRIEVANCE PROCEDURE

15.1 **Grievance.** A grievance is defined as any matter involving the interpretation, application or enforcement of the terms of this Agreement.

15.2 **Procedure.** Grievances shall be permitted in the following manner: (Time limits set forth shall be exclusive of Saturdays, Sundays and holidays.)

15.21 The Employee and/or the Grievance Committee Representative shall take the grievance up orally with the Employee's immediate supervisor within twenty (20) workdays after the Employee and/or the Union knew or should have known of the event giving rise to the grievance. The immediate supervisor shall give the Union and the grievant an answer within forty-eight (48) hours.

15.22 If a satisfactory settlement is not reached as outlined in 15.21 above, the grievance shall be reduced to writing and presented by the Employee and/or the Grievance Committee Representative within five (5) days to the Highway Commissioner. The Highway Commissioner shall hear the grievance and shall respond in writing within five (5) days of such hearing.

15.23 If a satisfactory settlement is not reached as outlined in 15.22 above, 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 Highway Commissioner. The County Human Resources and Labor Negotiations Committee shall hear the grievance within two (2) weeks of its receipt and shall respond in writing within five (5) days of such hearing.

15.3 **Arbitration.** If a satisfactory settlement is not reached as outlined in 15.23 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.

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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.

15.31 **Costs:** Each party shall share equally the cost, if any, of the arbitrator.

15.32 The filing party in arbitration requests will pay the W.E.R.C. fee.

15.33 **Time Limits.** Time limits set forth in this Article may be extended by mutual agreement in writing.

15.4 **Payment of Employee.** 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 XVI
MISCELLANEOUS

16.1 Safety meetings shall be held from time to time, as designated by the Highway Department, which meetings shall be held during the normal working hours and shall be attended by all hourly Employees and those salaried Employees designated by the Highway Commissioner and those in attendance shall be compensated at their established rate of compensation for their normal work for the Highway Department.

16.2 The Employer agrees to furnish a maximum of ten (10) pairs of coveralls to mechanics and welders and three (3) pairs of coveralls to other Highway Department employees for a two (2) year period. Any additions are to be paid for by the Employee.

16.3 The Employer agrees to allow a two hundred dollar ($200.00) maximum annual tool allowance to those Employees classified as Mechanics and Welders. Newly hired employees in these classifications will be eligible to receive a pro-rated amount of the maximum tool allowance upon completion of probation. Payment for tools shall be made upon presentation and approval of a statement to either the Shop Superintendent or the Highway Commissioner. In the event the statement is for the replacement of a broken tool, the broken tool shall be turned in before the statement will be approved. Any portion of the annual tool allowance not used by the end of the calendar year will not be carried forward into the succeeding calendar year and will not be paid out.

16.4 If an Employee is required to perform work at a higher skill level for an entire shift, the Employee shall be paid the rate of the higher skill level.

16.5 The Employer agrees to allow a 50% annual shoe reimbursement allowance for approved footwear, up to a maximum of sixty dollars ($60.00) reimbursed upon presentation of an approved paid receipt.

16.6 The Employer agrees to allow an annual reimbursement of up to seventy-five dollars ($75.00) per year for approved prescription safety glasses, if needed, upon presentation of an approved paid receipt.

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ARTICLE XVII
COMMERCIAL DRIVERS LICENSE

17.1 All employees, except Account Clerk II, are required to have in their possession a valid Wisconsin Commercial Drivers License, Class A. Employees who currently hold a Class B license at the time of the ratification of the 2005-2007 labor agreement will be grandfathered from the requirement of having a Class A license. All employees hired on or after January 1, 2005 will be required to obtain an "N" endorsement prior to hire, and must maintain the "N" endorsement for tank vehicle operation, and employees who currently hold an "N' endorsement must maintain that endorsement.

17.2 The County will agree to reimburse the employee for the cost of a hazmat endorsement and any related background check if determined to be work related.

17.3 **Disqualification from holding a CDL.** The provisions of this section shall be in effect for the period of the current labor agreement and shall apply to employees who are disqualified from holding a CDL under the new Federal Motor Carrier Safety Administration regulations and the Wisconsin Department of Transportation regulations. This section does not apply to employees who disqualified from holding a CDL for work-related CDL disqualification, a positive alcohol and/or drug test result under the Federal Drug & Alcohol Testing Regulations or any illegal acts referenced in the CDL major offense regulations, including but not limited to, the use of illegal controlled substances. Permanent disqualification from holding a CDL will result in termination of employment.

a. If an employee is in one of the following classifications at the time he/she loses his/her CDL, that employee's employment will continue for up to fifteen (15) months without the CDL, provided the employee continues to meet the minimal qualifications for the position and re-obtains his/her CDL as soon as possible:

   i. Foreman
   ii. Engineering Technician I, II, III, IV, V and VI
   iii. Mechanic
   iv. Welder
   v. Excavator Operator
   vi. Equipment Operator
   vii. Roller Operator (not a posted position, filled at discretion of supervisor)
   viii. Inventory Clerk
   ix. Stock Clerk
   x. Account Clerk

b. No more than two (2) employees may qualify for the accommodation provided in paragraph (a) above at any one time, however this number may be waived by the Highway Commissioner. If more than two (2) employees need an accommodation at any one time, the Highway Commissioner has the sole discretion to decide whether to provide an accommodation or terminate the employment of the effected employee.

c. If an employee is in a classification that is not listed in (a) above at the time he/she loses his/her CDL, that employee will be reclassified as a Utility II operator for a period of up to fifteen (15) months, and shall receive Utility II pay. The language in section 16.4 would not apply for said employee while holding the Utility II classification. The County will assign work to said employee which does not require a CDL. The determination of work availability for an employee who has lost his/her CDL and the specific work to be assigned

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is a matter within the exclusive authority of the superintendent. If it is not possible to assign non-CDL work to said employee, the employee will be placed on an unpaid leave of absence until work becomes available or the expiration of the fifteen (15) month period, whichever occurs first. If the employee and the Union do not agree with management's decision to place the employee on an unpaid leave of absence, the matter may be taken up through the grievance procedure in paragraph 15.2, but shall not be subject to paragraph 15.3 Arbitration.

d. The position formerly held by the employee described in (c) above may not be re-filled permanently for a period of 120 calendar days.

e. No more than two (2) employees are eligible for the accommodation described in paragraph (c) at one time, however this number may be waived by the Highway Commissioner. If more than two (2) employees need an accommodation at any one time, the Highway Commissioner has the sole discretion to decide whether to provide an accommodation or terminate the employment of the effected employee.

f. In sections (c) and (e) above, the employees with the most seniority shall be the employees eligible for coverage.

g. All employees who are required to have a valid CDL have an affirmative duty to report any offenses, tickets, or violations they receive to the Highway Commissioner, or the Commissioner's designated representative, as soon as possible if it could result in disqualification of the employee's CDL. Failure to report violations on a timely basis will make the employee ineligible for the provisions of this agreement, and may result in discipline up to and including discharge.

h. Employees who are placed on a leave of absence under the provisions of this section understand that the loss of their CDL may result in their being ineligible for unemployment during the period of unpaid leave of absence.

ARTICLE XVIII
SAVINGS CLAUSE

18.1 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.

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ARTICLE XIX
DURATION

19.1 This Agreement shall be effective as of January 1, 2008 and shall remain in force and effective through December 31, 2010 and shall automatically renew itself from year to year unless either party notifies the other in writing on or before August 1, 2010 or August 1 of any subsequent year that it will not renew the Contract for the succeeding year.

Executed this 15th day of April , 2008.

DODGE COUNTY HUMAN RESOURCES AND LABOR NEGOTIATIONS COMMITTEE	**FOR LOCAL 1323, AFSCME, AFL-CIO**
Ray Seaholm, Chairman	Charles D. Schultz
Donna Maly	Wally Fett
Harold Johnson	Jerome R. Haas
Robert Ballweg	Gary J. Schulz
Kenneth Neumann	Lee W. Gierke

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APPENDIX "A"
CLASSIFICATION AND WAGE RATES
DODGE COUNTY HIGHWAY DEPARTMENT EMPLOYEES
LOCAL 1323

I. CLASSIFICATION AND WAGE RATES

	1-1-08	7-1-08	1-1-09	1/1/10	7-1-10
Skill Level VIII					
*Engineering Technician VI	22.85	22.96	23.65	24.24	24.36
Skill Level VII					
*Engineering Technician V	21.50	21.61	22.26	22.82	22.93
Skill Level VI					
*Engineering Technician IV *Foreman	20.47	20.57	21.19	21.72	21.83
Skill Level V					
*Mechanic *Welder	20.42	20.52	21.14	21.67	21.78
Skill Level IV					
*Engineering Technician III *Excavator Operator *Certified Bridge Inspectors	20.22	20.32	20.93	21.45	21.56
Skill Level III					
*Center Liner Operator *Equipment Operator Dozer Finished Pavement Roller Front End Loader Motor Grader Paver Scraper *Engineering Technician II *Sign Shop Technician	20.06	20.16	20.76	21.28	21.39

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APPENDIX "A"
CLASSIFICATION AND WAGE RATES
DODGE COUNTY HIGHWAY DEPARTMENT EMPLOYEES
LOCAL 1323

I. **CLASSIFICATION AND WAGE RATES**

	1-1-08	**7-1-08**	**1-1-09**	**1/1/10**	**7/1/10**
Skill Level II					
*County Patrolman *State Patrolman *Custodian *Sign Shop Helper *Utility II / Truck Driver Roller Operator	19.83	19.93	20.53	21.04	21.15
Skill Level I					
*Utility I	16.35	16.43	16.92	17.34	17.43

*posted positions

II. Employees hired into Skill Level I shall stay in that level until they have completed one (1) full year of continuous employment and shall then be placed into Skill Level II.

III. The probationary rate for newly hired Employees shall be fifteen percent (15%) (rounded to the nearest even figure) below the rate for the classification into which the Employee is hired.

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APPENDIX "B"
CLASSIFICATION AND WAGE RATES
DODGE COUNTY HIGHWAY DEPARTMENT SHOP/OFFICE EMPLOYEES
LOCAL 1323

		1-1-08	7-1-08	1-1-09	1/1/10	7/1/10
*	Inventory Clerk	20.87	20.97	21.60	22.14	22.25
*	Stock Clerk II	20.42	20.52	21.14	21.67	21.78
**	Account Clerk II	18.53	18.62	19.18	19.66	19.76

All above have a thirty (30) minute lunch break.

* Fifteen (15) minute break a.m.

** Fifteen (15) minute break a.m. and fifteen (15) minute break in p.m.

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