



**LABOR AGREEMENT**

**Between**

**DODGE COUNTY**

**and**

**DODGE COUNTY FEDERATION OF NURSES  
LOCAL 5024, AFT, AFL-CIO**

**January 1, 2008 to December 31, 2010**

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**ARTICLE I  
AGREEMENT/INTRODUCTION**

This Agreement is made and entered into this 1st day of January, 2008 by and between Dodge County, hereinafter referred to as the Employer or County and Wisconsin Federation of Nurses and Health Professionals, Local 5024, AFT, AFL-CIO, hereinafter referred to as the Union, by and for itself and on behalf of the bargaining units described herein.

**ARTICLE II  
RECOGNITION**

The County recognizes the Union as the exclusive bargaining representative for all Public Health Nurses and Registered Nurses employed by Dodge County Human Services Department as certified by the Wisconsin Employment Relations Commission. This Article shall not be interpreted for purposes going beyond mandatory items of negotiations (wages, hours and working conditions).

**ARTICLE III  
MANAGEMENT RIGHTS**

The Employer shall have the sole and exclusive rights to determine the number of Employees to be employed, the duties of each of these Employees, the nature and place of work and all other matters pertaining to the management and operation of the County, including the hiring, promoting, 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 provisions of this section shall not be used for the purpose of undermining the Union or discriminating against any of its members.

**ARTICLE IV  
DUES DEDUCTION AND FAIR SHARE**

- A. The Employer, upon receipt of written authorization from the Employees, shall deduct Union dues and fees in biweekly installments from the payroll of each Employee. The amount to be deducted shall be certified by the Union to the Employer. The sum of all monies so deducted shall be remitted monthly to the Union.
- B. The Employer agrees to deduct biweekly a sum from the pay of Employees within the bargaining unit who are not members of the Union which shall be included with the sum remitted to the Union as described in Article IV (A) above. The sum to be deducted shall be the proportionate share of the costs of the collective bargaining process and contract administration measured by the amount of dues uniformly required by all members.

**ARTICLE V  
CONDUCT OF BUSINESS**

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

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- C. 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.
- D. Business agents 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, provided that notice is first given to the Supervisor immediately in charge of such officers or members.
- E. Employees designated by the Union as representatives for contract negotiations with the Employer shall receive their normal pay when negotiations are conducted during their scheduled work time.
- F. The Employer agrees to provide and allow the Union use of bulletin board space in mutually agreeable areas in various work locations.

**ARTICLE VI  
CLASSIFICATION, POSTING, VACANCIES, PROBATION**

**A. Classifications**

Classifications for Employees covered by this Agreement shall be Registered Nurses/Case Managers and Registered Nurses/Public Health.

**B. Posting and Vacancies**

- 1. The County will post notices of all vacancies it intends to fill on all bulletin boards in the agency for seven (7) calendar days and a copy of the notice will be sent to the Union.
- 2. Employees interested in filling a vacancy shall notify the Human Resources Department in writing. Vacancies will be filled on the Employee's skill and abilities and seniority where other factors are comparable. Preference in filling vacancies shall be given to present Employees.
- 3. Employees who are not selected to fill a vacancy may request the reasons in writing.
- 4. An Employee promoted to a position outside the bargaining unit who elects to return to her previous position must do so within ninety (90) days of promotion to the non-union position. The Employee will not lose any seniority in such cases.

**C. Probation**

- 1. All newly hired Employees shall serve a six (6) calendar month probationary period. During said 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 by any days the Employee is absent due to any unpaid leaves of absence.
- 2. Upon completion of said probationary period, Employees shall be granted seniority rights from the date of original hire.
- 3. During the probationary period, new Employees shall be paid at the start rate of their job classification; 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, to the step nearest to the current average of the Employees in that classification.

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4. Employees moved to a position new to the person may also be required to serve a thirty (30) working day probationary period in that position. Employees serving a probationary period shall not be subject to discharge without recourse to the grievance procedure. During such period, either the Employer or the Employee may request that the Employee be returned to his/her former position. An Employee who does return to his/her former position shall be ineligible to sign for another position within one year following the date of the return to the former position.
5. The Employer may, with consent of the Union, extend an Employee's probationary period either as a newly hired or as a promoted Employee when:
  - a. It can be shown that there is a reasonable need for an extension or;
  - b. The promoted Employee has not actually worked in the higher classified position enough time for a reasonable evaluation of his performance.

## **ARTICLE VII HOURS AND OVERTIME**

### **A. Hours**

1. The normal work week for full time Employees shall be a minimum of five (5) work days per week, Monday through Friday.
2. The normal regular work day for full time Employees shall be a minimum of eight (8) hours per day. This shall be 8:00 a.m. to 4:30 p.m. unless changed by prior agreement between the Employee and their Supervisor.
3. Employees are entitled to a fifteen (15) minute break in the morning and afternoon. The break shall not be taken at the start or end of the work day but one break may be added to the lunch period when scheduling prevents a normal break and with prior approval of the Supervisor. All Employees must take a thirty (30) minute lunch period each day. The thirty (30) minute lunch period shall be without pay.
4. Employees may work alternate and flexible work schedules of their choice (e.g. four [4] 10-hour days) with the approval of their Supervisor.

### **B. Overtime**

1. Overtime shall mean work in excess of eight (8) hours in a day for part-time Employees and forty (40) hours in a week for full time Employees. Overtime shall be compensated at the rate of time and one-half (1-1/2) in pay or Employees may elect to receive compensatory time at straight time. The County will comply with the Fair Labor Standards Act which, effective April 15, 1986, will require that compensatory time be at time and one-half (1-1/2) for work in excess of forty (40) hours per week.
2. Employees who are scheduled to work on Saturdays, Sundays, holidays or are called back to work after the end of the work day shall be compensated at one and one-half (1-1/2) times the normal rate of such work.
3. Use of compensatory time in four (4) hours or less shall be at the discretion of the Employee with prior notification to the department. Use of compensatory time greater than four (4) hours shall be with prior approval of the department.

4. Compensatory time may be accumulated into a running account up to a maximum of two hundred forty (240) hours. All hours accumulated above the maximum will be paid out on the next appropriate check. All compensatory time accounts will be paid out to the Employee on the first paycheck in December of every year but an Employee may keep up to twenty four (24) hours to carry into the next year.

**ARTICLE VIII  
COMPENSATION, LONGEVITY, DIFFERENTIALS**

A. The hourly rates for Employees shall be as follows:

<u>CLASSIFICATION</u>	<u>START</u>	<u>6 MOS.</u>	<u>18 MOS</u>	<u>30 MOS</u>	<u>42 MOS</u>	<u>54 MOS.</u>
1. <b>Effective January 1, 2008</b> R.N./Case Manager R.N./Public Health	\$23.73	\$24.69	\$25.79	\$26.72	\$27.57	\$28.51
2. <b>Effective July 1, 2008</b> R.N./Case Manager R.N./Public Health	\$23.85	\$24.81	\$25.92	\$26.85	\$27.71	\$28.65
3. <b>Effective January 1, 2009</b> R.N./Case Manager R.N./Public Health	\$24.57	\$25.55	\$26.70	\$27.66	\$28.54	\$29.51
4. <b>Effective January 1, 2010</b> R.N./Case Manager R.N./Public Health	\$25.18	\$26.19	\$27.37	\$28.35	\$29.25	\$30.25
5. <b>Effective July 1, 2010</b> R.N./Case Manager R.N./Public Health	\$25.31	\$26.32	\$27.51	\$28.49	\$29.40	\$30.40

Employees shall advance on the scale in the appropriate classifications according to their calendar months of service.

Newly hired employees will be paid by direct payroll deposit.

**B. Longevity**

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

Employees who have five (5) years (60 months) of continuous service shall, starting as of the 61st month, receive an additional \$10.00 per month.

Employees who have ten (10) years (120 months) of continuous service shall, starting as of the 121st month, receive an additional \$17.00 per month.

Employees who have fifteen (15) years (180 months) of continuous service shall, starting as of the 181st month, receive an additional \$24.00 per month.

Employees who have thirty (30) years of continuous service shall receive an additional \$30.00 per month.

Longevity payments shall be determined as of November 1 of each calendar year. Longevity payments shall be made on an annual basis between December 10 and December 20 of each year to eligible Employees.

Part-time Employees shall earn prorated longevity pay.

### **C. Differentials**

1. Out of Classification Work. Employees will not normally be required to perform management or supervisory duties.

The County will provide each Employee a copy of such services and a copy of policies and procedures for handling referrals, and with a revision of these as they are amended.

2. Call-back. An Employee called back to work after the end of her work day shall be compensated at one and one half (1-1/2) times the normal rate for all such work, including travel time, unless such work is continuous to a regular work shift.

## **ARTICLE IX PART-TIME EMPLOYMENT**

1. Part-time Employees are entitled to prorated fringe benefits.

## **ARTICLE X INSURANCE AND RETIREMENT**

### **A. Health Insurance**

1. Effective on 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.

An Employee may decline or drop County health insurance coverage to participate in the health plan of a spouse. The Employee (and dependents, if applicable) may enroll in or return to the state health plan without evidence of insurability as per the provisions of the state health plan if the spouse loses coverage through action of the Employer or through the loss of employment, if the spouse dies, or if the Employee is divorced from the spouse.

### **B. Life Insurance**

1. The County will continue to participate in a life insurance program with present benefits and to contribute premiums as required.

### **C. Dental Insurance**

1. The County will continue dental insurance with a maximum limit of \$1,000 per participant per calendar year; no deductibles; 100% payment of diagnostic, preventative, ancillary and regular restorations; 80% payment of oral surgery, endodontics, periodontics and 50% payment of precious metal, prosthodontics and orthodontics with a separate \$1,000 lifetime maximum per participant. The County agrees to pay seventy-seven dollars and sixty-six cents (\$77.66) 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 part-time Employees.

The above rates will stay the same for the term of this contract.

### **D. 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.

### **E. Workers' Compensation**

1. In the event that 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 Workers 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. 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.
  - 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.
2. 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 compensatory time for such days absent.
3. 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 Employer's account and a lump sum payment will be made for unpaid time.
4. 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.
5. The Employer will continue to pay its portion of health, dental and life insurance premiums for up to 36 weeks during an Employee's absence due to a work-related injury.

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6. 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.
7. 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.

**F. Retirement**

1. 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 County will pay the required employee contribution to said fund, up to a maximum of six and four-tenths percent (6.4%) of salary for all Employees.

**ARTICLE XI  
HOLIDAYS**

1. Each Employee shall be granted the following holidays with pay:
 

1. New Years Day	6. Thanksgiving Day
2. Good Friday	7. Day after Thanksgiving Day
3. Memorial Day	8. Christmas Day
4. Independence Day	9. Day before Christmas
5. Labor Day	10. Day before New Years Day
2.
  - a. Holiday pay for full time Employees shall be based upon eight (8) hours pay.
  - b. Holiday pay for part-time Employees shall be pro-rated.
  - c. Any Employee who works on a holiday shall be compensated at the overtime rate for all hours worked and may designate another day off at a mutually convenient time.
3. When a holiday falls on a Saturday or Sunday, it shall be observed on the following Monday. If Christmas Eve or New Years Eve falls on a Saturday or Sunday, they shall be observed on the preceding Friday.
4. If a holiday occurs when an Employee is on vacation, he/she shall be granted another day of vacation.
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 or on paid leave.

**ARTICLE XII  
VACATIONS**

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 of vacation after twenty-three (23) years of employment.

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2. Part-time Employees shall earn vacation on a prorated basis.
3. Employees hired before January 1, 1977 must take off all vacation days earned before December 31st of the year they are earned.
4. Employees hired after January 1, 1977 must take off all vacation days within twelve (12) months of the anniversary date they are earned.
  - a. If termination occurs prior to one (1) full year of employment, the Employee is not eligible for vacation.
5. Choice of vacation time within a given job classification shall be by seniority.
6. Vacation may not be carried over into the succeeding year unless scheduling conflicts restrict or prohibit the use of vacation before the end of the year or when the Employee has the approval of the Dodge County Human Resources and Labor Negotiations Committee. If this occurs, the affected Employee may schedule the affected vacation only during the first three months of the following year.
7. An Employee on vacation may switch to sick leave for accident or illness requiring hospitalization. Paid sick leave may be used following an authorized vacation absence without first returning to work, providing there is medical verification prior to or on the first working day following the vacation absence.

**ARTICLE XIII  
LEAVES OF ABSENCE**

**A. General Provisions**

1. Leaves of absence without pay for periods up to six (6) months in any one year may be granted to any Employee upon written request. The Director - Human Services may grant leaves of absence up to ten (10) days. Leaves longer than ten (10) days must be approved by the Dodge County Human Resources and Labor Negotiations Committee. Employees shall be reinstated to their position on return from leave or a comparable position in the same department if their position is not open.
2. Seniority will continue to accrue during the first calendar month of any leave including sick leave and vacation.
3. Employees on leave will not seek or accept employment elsewhere.
4. Approval of leaves will be in writing.
5. The Employees may continue insurance benefits with Dodge County without charge for leaves up to thirty (30) days and by paying the full cost of the program each month in advance for leaves of more than thirty (30) days.
6. Any Employee who fails to report to active employment at the expiration of a leave of absence shall be considered as having voluntarily quit, unless he/she has a satisfactory reason.

**B. Sick Leave**

1. All regular Employees shall be entitled to sick leave upon completion of their probationary period.

Sick leave will accumulate at the rate of one (1) day per month of employment up to a maximum of one hundred twenty (120) days. Part-time Employees shall earn prorated sick leave.

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- a. Employees who have accumulated the maximum sick leave shall continue to earn sick leave which shall be placed into their emergency sick leave bank. The banked days must be used when an Employee has exhausted his normal sick leave and is under a verified doctor's or chiropractor's care for serious illness or injury. Accumulation of days for the emergency bank is effective as of January 1, 1979. Days in the emergency sick leave bank shall not be subject to the payout provision in Subsection B.7 of this Article.
2. Sick leave is paid at the Employee's regular hourly rate and will be paid to the extent of an Employee's accumulation for all illnesses, disease, injuries and maternity, except those cases covered by Workers' Compensation.
3. Employees may be required to provide a physician's or chiropractor's statement to substantiate illness of more than five (5) consecutive days.
4. Sick leave is hereby defined as to include: diagnostic and physical and dental and eye examinations and procedures and mental health counseling (up to one-half day allowed, provided doctor's verification is obtained).
5. An Employee eligible for sick leave may be authorized to use up to three (3) days with pay due to illness or injury to the 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. The County may require a doctor's verification.
6. Sick leave shall commence with the first day of absence for illness or injury. Employees must notify their department of their absence before the usual starting time if possible.
- 7 a. Employees who terminate for any reason except discharge for just cause will be paid accumulated sick leave according to the following schedule:

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%
- b. The County will convert accumulated sick leave, at the Employee's option, to credit for monthly health insurance premiums for the Employee and eligible dependents after retirement. The Employee may continue the program after the fund is depleted by paying the monthly premium in advance to the County. The Employee and spouse may continue in the program until both reach age sixty-five (65). 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. If the Employee chooses payment of accumulated sick leave, the payment will be in one sum.
- c. 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, Article XIII Sections B.(7)(a) and (b) 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.

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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. 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.

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 7. (a).

### **C. Military Leave**

Leaves of absence without pay shall be automatically granted all full time Employees who are called or volunteer for military service, provided application for re-employment is made within ninety (90) days of discharge.

### **D. Jury Duty**

Employees called for jury duty will be paid their regular salary for time spent in jury duty but they must submit any jury pay they receive, except for expenses, to the County.

### **E. 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, 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, grandchildren or grandparent. If additional leave time is required beyond that specified above, such additional leave time may be taken and deducted from the Employee's sick leave accumulation, provided that authorization for additional leave is first obtained in writing from the individual's Supervisor, if at all possible to obtain such authorization in advance.

### **F. Medical Leave**

An Employee who has exhausted his or her sick leave, vacation and compensatory time accumulation and is unable to return to work due to illness or injury shall, if justified, be granted upon written request to the department in charge, 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.

All requests for medical leaves of longer than six (6) months shall be approved by the Human Resources and Labor Negotiations Committee before being authorized. A physician's or chiropractor's certificate may be required on a weekly basis to substantiate the need for continuing a leave of absence.

Employee on 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.

Employees shall be granted a maternity leave of absence as follows:

1. The Employee shall submit written notification to her immediate supervisor at least four weeks prior to her anticipated EDC stating the probable duration of the leave.
2. Such leaves shall be granted for a period of up to, but not exceeding, three months after delivery. The three month leave may include paid or unpaid time.
3. Leaves of absence for adoption or taking custody of a foster child shall be allowed for a period up to three months with or without pay.

## **ARTICLE XIV SENIORITY, LAYOFF, RECALL**

### **A. Seniority**

1. **Definition** Seniority shall be defined as the length of continued service with Dodge County measured from the date of hire in calendar years and including periods during which an Employee is on a leave of absence or on layoff of thirty (30) days or less, or on sick leave or disability leave of six (6) months or less. Regular part-time Employees shall attain seniority in relationship to the time worked. For the purpose of computing seniority, 173.3 hours shall be considered one month.
2. **Termination of Seniority** An employee who quits, is discharged for just cause, 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 notify the employer following receipt of a recall notice, or fails to report for recall per Article XIV, (C) (3), shall lose all prior seniority, except if reinstated under Article XVII.
3. **Seniority List** The County shall provide the Union annually in January a list of all Employees in the bargaining unit, showing their date of hire, seniority date and rate of pay.

### **B. Layoff**

1. Whenever a reduction in the work force is indicated, the County will notify the Union and the parties shall meet to discuss ways of avoiding layoffs. The County will notify the Union at least fourteen (14) days in advance of layoffs or as soon as the upcoming layoff is known.
2. If layoffs are unavoidable following the discussion provided for above, the County will permit Employees to take voluntary layoffs until the necessary reduction in the work force is met. When voluntary layoffs do not meet the necessary reduction in the work force, additional layoffs shall be made from among temporary Employees first, then probationary Employees, then all other Employees in order of seniority providing that the remaining Employees are qualified to carry on the County's usual operation.
3. Employees to be laid off will be notified at least one-half the number of days notice in Section 1 above in advance of layoff. A copy of the notice will be sent to the Union.
4. Employees laid off under this section shall retain all seniority rights for a period of fifteen (15) months, provided they respond to a recall notice as per Article XIV, (C) (3).

### **C. Recall**

1. Laid off Employees shall be recalled in order of seniority provided that they are qualified to perform the work required.
2. An employee will be notified of recall to a position by certified mail. A copy of the notice shall be sent to the Union. Employees shall notify the County of any change of address while on layoff and

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shall lose all seniority after a failed attempt to notify the employee of recall as a result of an out-of-date address.

3. 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 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.
4. All laid off Employees will be recalled before the County hires any new Employees to positions of Registered Nurse/Case Manager and Registered Nurse/Public Health. Full-time employees on layoff may request to be by-passed on recall to positions that are part-time, temporary or seasonal. Part-time employees on layoff may request to be by-passed on recall to positions that are full-time, temporary and seasonal.

#### **ARTICLE XV SCHEDULING**

1. Employee work schedules and assignments shall be posted for a one month period by the 20th of the preceding month. An Employee wishing to request days off must submit requests to the Department no later than the 15th of the preceding month.
2. Weekend Work: Caseload may from time to time require weekend work. Weekend assignments will be based upon seniority or program assignments. When an Employee has completed a weekend assignment, the Employee's name will be rotated to the end of the seniority list and the next least senior employee will be assigned weekend work on its next occurrence.

#### **ARTICLE XVI TERMINATION**

1. Employee who properly terminate their employment shall receive pay for all earned and accrued vacation, holidays, compensatory time and sick leave as stipulated in Article XIII which is due them on the date of termination; provided that at least two (2) weeks written notice is submitted. Accrued benefits will not be paid when notice is less than two (2) weeks or when Employees are terminated for just cause.
  - a. Employees who retire or become disabled or are eligible to receive Wisconsin Retirement Fund annuity or Social Security shall receive payment for all accrued vacation, holiday and compensatory time.
  - b. The heirs of Employees who die shall receive all of the above referred to termination pay.
2. Employees must have their final time sheet turned in the Human Resources Department at termination and all termination pay must receive verification of the Human Resources Department before any payments are made.

#### **ARTICLE XVII GRIEVANCE PROCEDURE**

- A. **Definition** A grievance shall mean any dispute which may arise between an Employee or Employees or the Union and the Employer with respect to the interpretation or application of this Agreement.
- B. Grievances shall be subject to the following procedure. (Time limits set forth shall be exclusive of Saturdays, Sundays and Holidays.)

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- Step One. The grievant shall present and discuss the grievance orally with the Employee's immediate Supervisor or with the person with authority to resolve the grievance within twenty days after the grievant knew or should have known of the event giving rise to the grievance. The Supervisor shall respond within forty-eight (48) hours.
- Step Two. Grievances unresolved at the preceding step may be submitted in writing to the County Human Resources and Labor Negotiations Committee within ten (10) days of the answer in Step One. Either the grievant or the Committee may request a hearing to discuss the grievance. The County Human Resources and Labor Negotiations Committee shall hear the grievance within ten (10) days of its receipt and shall respond in writing within five (5) days of such hearing. If neither party requests a hearing, the Committee shall respond in writing within fifteen (15) days of receipt of the grievance.
- Step Three. If a satisfactory settlement is not reached as outlined in Step Two 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.

- C. Time limits set forth in this Article may be extended by mutual agreement in writing.
- D. Grievance involving discipline or discharge shall begin at Step Two.

### **ARTICLE XVIII CONTINUING EDUCATION**

The parties recognize that a high level of competence is desirable by both the County for efficient and quality service and to the Employees for maintaining high professional standards and knowledge and familiarity with most current practices. Employees will have the opportunity to attend workshops, conferences, seminars, training sessions, and academic courses. Requests for such activities must be in writing to the Director - Human Services. Attendance will be at the discretion of the Director and Human Services Board and based on fairness to other Employees, applicability to position responsibilities and cost. The Human Services Board will approve the framework of the Public Health budget. Employees may be reimbursed for continuing education for credit. Each Employee will submit a written evaluation after attending a conference reimbursed by Dodge County. The Employer will provide an educational fund of a minimum of \$250 annually, times the number of Employees in the bargaining unit and will permit time off with pay for participation in training, seminars, academic courses and other programs in an aggregate amount of five (5) days annually times the number of Employees in the bargaining unit. Seminars, workshops and programs attended at the designation of the Employer will not be included in the \$250 or five (5) days or deducted from it. Full time Employees will be allowed to earn up to eight (8) hours of compensatory time at straight time per year and part-time Employees up to four (4) hours while attending such programs which have no fee and are outside of work time.

On October 1st of each year, those Employees who have not used a total of five (5) days but have spent \$250 may, on a first-come basis share the remainder of the fund until it is used for the year.

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**ARTICLE XIX  
EXPENSES**

**1. Car Travel**

The current mileage reimbursement rate shall be the rate as approved by the Dodge County Board of Supervisors. In the event the Dodge County Board of Supervisors increase the mileage reimbursement rate, the new rate will be implemented for members of the bargaining unit on the effective date of approval.

**2. Meals and Lodging**

a. Actual and reasonable expense will be allowed for meals outside Dodge County and a receipt must be furnished for every meal over three dollars (\$3.00) not to exceed sixteen dollars (\$16.00) per day, no individual meal to cost over nine dollars (\$9.00).

b. Actual and reasonable expense will be allowed for lodging for County employees not to exceed fifty five dollars (\$55.00), except in the event that County personnel are lodging at the convention site, in which case the full cost of lodging will be paid by Dodge County on the basis of a purchase order obtained in advance.

3. Conference registration and banquet expense will be allowed in accordance with Article XVIII.

4. Committee approval is required before any Employee may attend a meeting or function outside of Wisconsin for which expenses will be claimed.

5. All travel expense vouchers shall be submitted to the Accounting Department before being submitted to the Audit Committee. Failure to follow the rules will result in denial of expense.

6. No County Employee or Officer, other than County Board members shall be reimbursed for travel or other expenses for attending meetings for a Committee of the Dodge County Board, unless their attendance at such Committee meeting or session of the County Board is requested by the Chairman of the Committee, such request being supported by the minutes in the committee proceedings, unless the Chairman of the Dodge County Board of Supervisors has requested the attendance at such Committee meetings or sessions of the Board of Supervisors. This rule shall not apply to persons required by Wisconsin Statutes to attend Committee or Board meetings.

**7. Physical Examinations**

The County shall reimburse Employees up to twenty dollars (\$20.00) for required physicals by a physician of the Employee's choice and pay the entire cost of physicals by a physician designated by the County.

**8. Uniforms**

Employees will not be required to wear uniforms.

**ARTICLE XX  
WORK RULES**

1. Compensatory time is for overtime already worked. No one may take compensatory time off and then work the overtime.

2. Time sheets shall be filled out by all full time, part-time, temporary or seasonal Employees. All time sheets shall be filled out completely and signed by the Employee. All time sheets shall be countersigned by the Department Head. All completed time sheets and copies of vouchers for payment of part-time,

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temporary or seasonal Employees shall be forwarded to the Human Resources Department. Any falsification on a time sheet is cause of disciplinary action.

3. All days or hours that an Employee is absent and does not have authorized paid leave accumulated to cover the absence shall have the absent time deducted from their pay. Special forms for notifying the Accounting Department of deductions to an individual's pay are provided and a copy must be forward to the Human Resources Department.
4. Disciplinary action against an Employee may be initiated by a department head or the Human Resources and Labor Negotiations Committee.
5. Employees shall be at work at their scheduled time and are expected to stay on the job until their scheduled time is up.
6. All money received by any County Employee in course of their duties and from whatever source, is to be turned over to the Dodge County Treasurer immediately.
7. Employees who do not fill out a time sheet on a regular basis shall not be entitled to pay out of accumulated benefits when terminating from County employment.

## **ARTICLE XXI PROTECTING HEALTH CARE EMPLOYEES**

Employees working at the Dodge County Nursing Office are dedicated to safeguarding the well being of the residents in the County.

The Employees and the County are committed to maintaining a place of employment free from recognized hazards.

In order to maintain a safe working environment the Employer agrees to comply with the recommendations and guidelines put forth by the Centers for Disease Control. The Employer further agrees to communicate the agency policies regarding these guidelines in writing to the employees.

The Employees recognize their obligation to work in a safe manner. The combination of education, protective equipment and safe work practices will reduce the risk of occupational exposure to Hepatitis B and AIDS.

The County will continue the policy of providing voluntary immunization at no cost to the nurses.

## **ARTICLE XXII MISCELLANEOUS**

### **A. Payroll Checks**

Payroll checks shall be issued biweekly for time worked through the previous Friday.

### **B. Work Schedule**

Scheduled work assignments shall be posted within the Nurses' Agency.

### **C. Personnel Files**

Employees shall have access to any information contained in their personnel file, except confidential letters of recommendation from other employers or confidential references. Upon request Employees shall be provided copies, at cost, of materials in their personnel file. Employees shall be permitted to comment in writing regarding the contents of their files and the comments shall be appended to and become a part of the personnel file.

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#### **D. Orientation**

All new Employees and Employees changing programs shall be provided orientation by the County. Orientation will include at a minimum review by the Employer with the Employee of all policies and procedures, forms and materials relating to the position and duties to which the Employee was hired or transferred. Assignment of an orientee to program visits or clinic shall be in addition to the normal staffing complement. An orientee shall not be assigned visits alone during the orientation period. An orientee shall not be assigned clinics until specific orientation is completed. During the orientation period of a new Employee, a representative of the Union shall be granted a maximum of thirty (30) minutes to discuss Union organization. General orientation for new Employees shall be a minimum of five (5) days. The length of time involved for orientation may be subject to review and adjusted with mutual agreement between management, the Employee and the Union.

#### **E. Evaluations**

Each Employee shall be given a performance evaluation at completion of the probationary period and at least annually thereafter. In addition, an Employee will have a performance evaluation due upon written request at any time provided the Employee has not been evaluated for at least three (3) months.

#### **F. On-Call Schedule**

1. Employees will be assigned to the on-call schedule on a rotating basis.
2. No Employee will be assigned to the on-call schedule for more than four (4) consecutive days.
3. On-call Employees will be provided with cell phones at no cost to the Employees.
4. R.N./Public Health Employees will be compensated with six (6) minutes compensatory time for every hour on call.
5. R.N./Case Managers working on-call will be paid \$2.25 per hour for each hour on-call and time and one-half (1-1/2) their hourly rate of pay for all call outs. Phone calls shall be compensated at one and one-half times the Employee's normal rate of pay, and shall be recorded in fifteen (15) minute increments.
6. Employees shall receive a minimum of two (2) hours overtime pay or actual time worked, whichever is greater, if called in on an emergency basis. Employees may elect to receive compensatory time in lieu of overtime pay.

#### **G. Cardiopulmonary Resuscitation Certification**

The County will provide for certification of those employees who are required to be trained in Cardiopulmonary Resuscitation (CPR). The County will provide for re-certification of any employees who are certified in CPR.

### **ARTICLE XXIII SEPARABILITY**

In the event any provision or provisions of this Agreement become in conflict with the Federal or State law, the provision or provisions so affected shall no longer be operative or binding on the parties. The remaining provisions of the Agreement will continue in full force and effect. In such cases, the Employer and the Union shall commence collective bargaining negotiations within thirty (30) days for the purpose of arriving at a mutually satisfactory replacement for such provision or provisions.

**ARTICLE XXIV  
DURATION**

This Agreement is effective as of January 1, 2008 and shall continue in full force and effect 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.

Dated this 20th day of May, 2008.

FOR DODGE COUNTY  
HUMAN RESOURCES AND LABOR  
NEGOTIATIONS COMMITTEE

FOR DODGE COUNTY FEDERATION OF  
NURSES LOCAL 5024, AFT, AFL-CIO

Ray Seaholm, Chairman

Diana Schneider RN, President/Secretary

Harold Johnson

Mary Rosecky RN, Treasurer

Robert Ballweg

Janet Carlson RN, State Council Rep

Kenneth Neumann

\_\_\_\_\_

Donna Maly

\_\_\_\_\_

DATE: April 15, 1997  
TO: Kathy Janssen, President  
Local 5024, AFT, AFL-CIO  
FROM: Personnel and Labor Negotiations Committee  
SUBJECT: Memorandum of Understanding - Classification Requirements

In accordance with the agreement for 1997-1999 between Dodge County and Local 5024 recently adopted by both parties, Dodge County hereby states that any employees hired and employed by the County under the classifications of Registered Nurse/Case Manager or Registered Nurse/Public Health in previous contracts shall be grandfathered under the requirements of those contracts during their current, continuous employment with the County.

FOR THE COUNTY:  
DODGE COUNTY PERSONNEL AND  
LABOR NEGOTIATIONS COMMITTEE

/s/  
Ray Seaholm  
Paul Hauser  
Al Liddicoat  
Clem Hoelzel  
Eugene Wurtz

FOR THE UNION  
LOCAL 5024, AFT, AFL-CIO

/s/  
Kathy Janssen  
Janet Carlson  
Lori Lange