

Monroe County Highway Employees  
Local Union No. 2470  
Bilateral Agreement with Monroe County  
Duration: 1/1/11 - 12/31/11

WISCONSIN COUNCIL OF COUNTY AND MUNICIPAL EMPLOYEES, #40

AFSCME, AFL-CIO

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## AGREEMENT

This Agreement, made and entered into by and between the County of Monroe, as a municipal Employer, hereinafter called the "County", and the Monroe County Highway Employees, Local 2470, AFSCME, AFL-CIO, hereinafter called the "Union", is set forth as follows:

### PREAMBLE

Both parties to this Agreement are desirous of reaching an amicable understanding with respect to the employee-employer relationship that is to exist between them, and enter into an Agreement covering rates of pay, hours of work, and conditions of employment, as well as procedures for reducing potential conflict.

Nothing herein shall prevent negotiations and grievance processing from being conducted during regular hours without loss of pay to employees when possible. However, the conducting of grievance processing or negotiations shall not result in the payment of overtime wages to any employees, unless otherwise mutually agreed upon.

### Article 1 - RECOGNITION

Section 1. The County hereby recognizes the Union as the exclusive bargaining agent for all Monroe County Highway employees, except those who were excluded by the Wisconsin Employment Relations Commission (WERC) in their direction of election, for the purpose of bargaining collectively on all matters pertaining to wages, hours, and working conditions of employment.

Section 2. The Union agrees that neither it nor any of its members will engage in any Union activity on the Employer's time, except as agreed in other parts of this Agreement. The Union, its officers or members, shall not intimidate or coerce employees into joining the Union. Similarly, management will not engage in any coercion or intimidation of employees either to encourage or discourage Union membership.

Section 3. The Union agrees that during the term of this Agreement, it will not engage in, encourage, sanction, support or suggest any strike, slow-down, mass resignation or mass absenteeism which would involve suspension or interference with the normal work of the department or other County departments. In the event that Union members participate in such activities in violation of this provision, the Union shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties. Any employees participating in these prohibited activities may be discharged or otherwise disciplined by the County.

### Article 2 - REPRESENTATION

Section 1. The Union shall be represented in all bargaining and negotiations with the County by such persons or committee as said Union may deem desirable.

Section 2. The County shall be represented in such bargaining and negotiations by such representation as the County shall designate.

Article 3 - MANAGEMENT RIGHTS

Section 1. The County possesses the sole right to operate county government and all management rights repose in it, subject only to the provisions of this Contract and applicable law. These rights include, but are not limited to the following:

- A. To direct all operations of the County;
- B. To establish reasonable work rules and schedules of work;
- C. To hire, train, promote, transfer, schedule and assign employees to positions within the County;
- D. To suspend, discharge and take other disciplinary action against employees for just cause;
- E. To relieve employees from their duties because of lack of work or any other legitimate reason;
- F. To maintain efficiency of county government operations;
- G. To take whatever action is necessary to comply with state or federal law;
- H. To introduce new or improved methods or facilities;
- I. To change existing methods or facilities;
- J. To determine the kind and amount of service to be performed as pertains to county government operations; and the number and kinds of classifications to perform such services. In case of the creation of a new position or classification, or a change in the content of an existing position or classification, the parties shall negotiate wages for the position or classification;
- K. To contract out for goods and services, provided that such contracting out for goods and services shall not result in layoffs of present employees;
- L. To determine the methods, means and personnel by which County operations are to be conducted.

The County's exercise of the foregoing functions shall be limited only by the express provisions of this Contract. If the County exceeds this limitation, the matter shall be processed under the grievance procedure.

Article 4 - GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Definition of a Grievance: A grievance shall mean a dispute concerning the interpretation or application of this Agreement.

Section 2. Subject Matter: Only one subject matter shall be covered in any one grievance. A written grievance shall contain the name and position of the grievant, a clear and concise statement of the grievance, the issue involved, the relief sought, the date that the incident or violation took place; the specific Section of the Agreement alleged to have been violated and the signature of the grievant and the date.

Section 3. Time Limitations: If it is impossible to comply with the time limits specified in the procedure because of work schedules, illness, vacations, etc., these limits may be extended by mutual consent in writing.

Section 4. Settlement of Grievance: Any grievance shall be considered settled at the completion of any step in the procedure, if all parties concerned are mutually satisfied. Dissatisfaction is implied in recourse from one step to the next.

Section 5. Steps in the Procedure:

Step 1: All employee grievances must be filed by the aggrieved employee or the president of the Union, in writing, to the Union Grievance committee and a copy must further be filed with the Highway Commissioner by the employee or union representative no later than thirty (30) calendar days after the employee knew or should have known of the cause of such grievance.

The Union President shall try to settle the grievance with the Highway Commissioner. The Highway Commissioner shall have ten (10) calendar days to meet with the Union President. Following this meeting, the Commissioner shall have ten (10) calendar days to respond to the grievance. If unsuccessful, it shall be submitted to the County Administrator who shall have ten (10) calendar days to respond to the grievance. If the grievance is not settled at this step, the Union shall have thirty (30) calendar days from the receipt of the decision to present the grievance for arbitration.

Step 2: The Union District Representative and the County Personnel Director shall attempt to mutually agree on a Wisconsin Employment Relations Commission staff arbitrator. In the event that an agreeable arbitrator cannot be selected, the Wisconsin Employment Relations Commission shall appoint a staff arbitrator to preside at the hearing. The Union shall provide a five (5) working day notice for witnesses for Union Officers needed for arbitration hearings directly to the Highway Commissioner, provided sufficient time is allowed by the arbitrator. The party filing the grievance with the Wisconsin Employment Relations Commission shall be responsible for initial payment of the filing fee. The losing party shall assume the cost of the filing fee and reimburse the filing party if appropriate, within thirty (30) days of receipt of the arbitrator's decision.

The arbitrator shall make his/her findings known, in writing, simultaneously to the County Personnel Director and the Union after his/her final decision and this decision shall be final and binding on both parties. Disputes or differences regarding bargainable issues are expressly not subject to arbitration of any kind notwithstanding any other provisions herein contained. The arbitrator shall have no right to amend, nullify, modify, ignore, or add to the provisions of the Agreement.

His/her authority shall be limited to the extent that he/she should only consider and decide the particular issue or issues presented to him/her in writing by the employer or the Union, and his/her interpretation of the meaning or application of the language of the Agreement. The implementation of an arbitration award shall be done as soon as possible.

Step 3: The Union Steward or his/her alternate steward shall be allowed to visit any employee or department at any reasonable time for the purpose of inspecting working conditions and settling grievances and shall not lose pay in conducting such visits. Representatives must have received a written grievance and must notify the Highway Commissioner of the leaving of work.

#### Article 5 - HOURS

Section 1. The standard workday for all employees shall be eight (8) hours from 7:00 A.M. to 12:00 Noon, and from 12:30 P.M. to 3:30 P.M. By mutual agreement of the Highway Commissioner, the Union Official and the employee(s) working on special projects, the standard workday may be amended to have a starting time of up to three (3) hours prior to 7:00 A.M. This is not to include regular maintenance work.

Section 2. The standard work week for all employees shall be five (5) consecutive eight (8) hour days, from Monday through Friday, both days inclusive.

Section 3. Employees shall report to work so that they are punched in on the time clock and are at the management-designated place within the shops ready to receive job instructions at or before 7:00 A.M.

#### Article 6 - OVERTIME

Section 1. Overtime will not be expected except in emergencies, and any other overtime will not be approved for pay except when approved by the Highway Commissioner; the Highway Commissioner has the right to set overtime schedules in the manner most advantageous to the County and consistent with the requirements of municipal employment and the public interest.

Section 2. All hours worked in excess of 40 (forty) hours in a week shall be paid at one and one-half (1 1/2) times the employee's regular hourly rate of pay. Paid holiday hours shall be considered hours worked for purposes of overtime calculation. Paid sick leave hours and paid vacation hours shall not be considered hours worked for purposes of overtime calculation.

Section 3. All overtime shall be distributed as evenly as possible among all employees, but the final decision shall be up to the management subject to grievance procedure.

#### Article 7 - HOLIDAYS

Section 1. Holidays will be: New Year's Day, Friday before Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve (only when Christmas falls on Tuesday through Friday) and Christmas Day. Employees shall be granted equivalent compensatory time off when a holiday falls on his/her regularly scheduled day off.

There shall be, in addition to the nine (9) above, one and one-half (1 1/2) floating holidays to be taken at the discretion of the employee, with prior approval of the Highway Commissioner or his/her designee.

Section 2. To be eligible for holiday pay, the employee must work the day before and the day after the holiday unless regularly scheduled off on either day. For purposes of this Section, time off for sick leave, vacation, or funeral leave shall be considered as time worked. Holidays falling during an employee's vacation shall be taken as an extra day of vacation at the start or end of said vacation at the discretion of the Highway Commissioner. Probationary employees shall receive holiday pay, if eligible, as defined in this Section.

Section 3. All employees shall receive one and one half (1 1/2) times their regular hourly rate of pay for all work performed on holidays.

#### Article 8 - SICK LEAVE

Section 1. All full-time employees are entitled to one (1) day sick leave per month, accumulative to one hundred thirty (130) days. Employees shall be paid while on such sick leave at the regular rate of pay for the same number of hours he/she would normally have worked. To qualify for such sick leave an employee must report that he/she is sick at least one (1) hour prior to his/her scheduled starting time whenever possible. Each sick employee shall be subject to check to verify the alleged sickness by a County representative. A doctor's certificate may be required after the second day of sick leave and any employee, who, after proper hearing is found to have violated any sick leave regulations shall be subject to discipline or discharge. Sick leave may be used in one-half (1/2) day increments when necessary. Sick leave accumulates but may not be used during probation. No retroactive payments will be made for sick leave time taken during probation, however, the accumulation continues and the days are available to employees upon the successful completion of the probationary period.

Employees will receive compensation or may apply this amount toward the employee's share of group or single health insurance coverage for unused sick leave on an annual basis for their initial accumulation of sick leave hours of up to forty (40) hours at a rate of fifty percent (50%).

EXAMPLE:

YEAR END BALANCE	COMPENSATION
40 hours	20 hours
30 hours	15 hours
20 hours	10 hours
10 hours	5 hours

Employees may use any amount in excess of the initial forty (40) hours of annual sick leave and receive pay, provided that it must be approved by the Highway Commissioner or his/her designee.

FOOTNOTE:

- 1) Employees would have the choice of additional sick leave hours, compensation, or health insurance credit, if they do not use any portion of their initial accumulation of forty (40) sick leave hours in a calendar year.
- 2) The balance of the annual total, after the compensated amount is deducted would be retained on the employee's record in its entirety up to the maximum accumulation allowed.
- 3) Approval or disapproval of sick leave as stated in the last paragraph would be subject to the grievance procedure.

Section 2. Upon the retirement or total disability of an employee, the employee shall be paid twenty-five percent (25%) of his/her accumulated sick leave credits as severance pay. In the case of death of an employee, his/her beneficiary shall be paid fifty percent (50%) of his/her accumulated sick leave credits. An employee may take a lump sum payment or have the full amount due credited toward the payment of health insurance premiums, for as long as the sum lasts. In no event will the amount due be split.

Section 3. It is the stated rule of Monroe County that no sick leave may be claimed during any period of vacation unless such sickness is verified by a doctor's certification.

Section 4. Sick leave will be granted when an employee is required to give care and attendance to a member of his/her immediate family (spouse, child, or other member of the employee's immediate household) up to a maximum of twenty-four (24) hours per year. The hours, if needed, shall be taken from the annual accrual of sick leave of the employee.

Article 9 - LEAVE OF ABSENCE

Section 1. Application for leave of absence for personal reason shall be made, in writing, to the Highway Commissioner by the employee; the granting of such leaves and the length of time for such leave shall be contingent upon the reasons for the requests. The Highway Commissioner may grant leaves of absence of thirty (30) calendar days or less without further authorization of the Personnel and Bargaining Committee. Leaves of absence for more than thirty (30) calendar days shall be discussed with the Highway Commissioner by the employee. The Highway Commissioner shall present such requests to the Personnel and Bargaining Committee with a recommendation. The employee shall be notified by the Highway Commissioner of the dates of the presentation of the recommendation to the Personnel and Bargaining Committee. All leaves of absence under this Agreement shall be without pay. A leave of absence may not be granted for the taking of other employment. However, the term "other employment" shall not include selection to federal, state, county or municipal offices, or Union duties. The Union shall be provided a copy of leave requests.

Section 2. A period of not more than one (1) year shall be granted as leave of absence due to personal illness, or for disability due to accident, provided a physician's certificate is furnished from time to time to substantiate the need for continuing the leave. Additional time may be extended in such cases by mutual consent of the Union and the Personnel and Bargaining Committee.

Section 3. Seniority shall continue to accrue during leaves of absence for personal illness and/or disability due to accident.

Section 4. Any employee elected to public office or Union office shall be granted a leave of absence as necessary to fulfill the duties of such office. The period of time for such leave shall be subject to negotiations between the Union and the Highway Commissioner and the Personnel and Bargaining Committee.

Section 5. Seniority shall not accrue during leaves of absence for personal reasons; except that seniority shall accrue for leaves of absence of thirty (30) calendar days or less.

Section 6. Personal leaves of absence for pregnancy may be applied for as set forth in Section 2 above. Whenever an employee becomes pregnant, she shall furnish the Employer with a certificate from her physician, stating the approximate date of delivery, the nature of work she may do, and the length of time she may continue to work during such pregnancy. Thereafter, upon request of the Employer, she will furnish an additional certificate containing like information every thirty (30) days to forty-five (45) days. The period of maternity leave will be up to fourteen (14) weeks. The period extending beyond fourteen (14) weeks will be resolved on an individual basis and accompanied by appropriate medical certification and submitted to the Personnel and Bargaining Committee. The employee may return to work sooner. Should the employee desire to return to work sooner than six (6) weeks following delivery, the employee must have permission of her doctor.

Section 7. Disability due to pregnancy or childbirth shall be paid under the sick leave policy on the same basis as it is applied to other temporary disabilities, consistent with Federal and State Statutes.

#### Article 10 - VACATIONS

Section 1. Each regular full-time employee having a continuous service record of one (1) year or more is entitled to the following vacation with pay, after the first year of employment:

- A. After one (1) year, but less than six (6) years of employment - Two (2) weeks (ten (10) workdays).
- B. From six (6) years, but less than fourteen (14) years of employment - Three (3) weeks (fifteen (15) workdays).
- C. After fourteen (14) years, but less than twenty-two (22) years of employment - Four (4) weeks (twenty (20) workdays)
- D. More than twenty-two (22) years of employment - twenty-three (23) workdays.

Each full-time employee must take his/her vacation in the year following completion of his/her year of employment or lose his/her vacation rights for the year unless his/her vacation time has been denied by management. All vacation benefits shall be credited and used based on anniversary of hire date. Vacation requests shall be submitted to and approved, on a seniority basis, by the Highway Commissioner or designee by March 1<sup>st</sup>. Within five (5) working days of March 1<sup>st</sup>, an employee shall receive a copy of his/her request indicating whether the request has been approved or denied. A maximum of 15% of all employees shall be approved for deer hunting. If an employee approved for deer hunting gives up his/her rights, the opening shall be filled by the most senior denied request. Vacation requests after March 1<sup>st</sup> are to be submitted to the Highway Commissioner by the 15<sup>th</sup> of the month prior to the month the vacation is desired and shall be granted on a first come-first served basis. This notification may be waived in the case of an emergency, and vacations shall be granted so as not to diminish the efficiency of the department. In the event an employee wants a partial week vacation, such as one-half (1/2) day or one (1) day vacation, he/she must obtain permission the previous day. If necessary, employees shall be allowed to carry over forty (40) hours of vacation credit for up to sixty (60) days beyond the anniversary date.

Section 2. All time lost due to in-service accident, sick leave, funeral leave, holidays, and leaves of absence of fourteen (14) calendar days or less, shall be determined as time rendered in-service.

Section 3. Seniority shall prevail in granting vacations when more than the usual number of employees desire their vacation at the same time. However, any employee who is entitled to a vacation at the time of terminating his/her services with the County shall be paid in cash for his/her vacation at the time of severing his/her status as an employee; and if said employee has earned any prorated credit for his/her subsequent vacation, such vacation credit shall be paid in cash at a proportionate ratio.

Section 4. Employees may donate up to forty (40) hours of accumulated vacation time to a Monroe County employee who has a serious health condition as defined by the Family and Medical Leave Act.

#### Article 11 - SENIORITY

Section 1. Seniority shall begin at the time of original employment and shall not be diminished by temporary layoffs due to lack of work or funds.

Section 2. In reducing employee personnel, the last person hired in the Highway Department shall be the first person laid off, and the last person laid off shall be the first person re-hired, if qualified.

Section 3. Whenever it becomes necessary to employ additional workers, either in vacancies or new positions therein, former qualified employees who have been laid off for lack of work within one (1) year prior thereto shall be entitled to be re-employed in such vacancy or new position for which he/she may qualify, in preference to all other persons.

Section 4. No new employee shall be hired while there are seniority employees on the laid off list.

Section 5. When an employee is laid off due to the shortage of work, lack of funds, or the discontinuance of a position, such employee may take any other position for which he/she may qualify and that his/her seniority will permit to hold. Disputes related to bumping decisions of this section shall be subject to the grievance procedure but shall not be arbitrable.

Section 6. Persons recalled to service according to seniority shall receive a mailed registered letter and must answer within five (5) days and shall be available for work within seven (7) days.

#### Article 12 - JOB POSTING

Section 1. All new or vacated positions shall be posted at each bulletin board for seven (7) days on a sheet of paper stating the job that is to be filled, on what day it is to be filled and the rate of pay. Interested employees shall sign their names to this notice. Seniority and qualifications shall be considered in the selection of the applicant for the new or vacated position. The Highway Commissioner and the Union representative shall attempt to mutually agree on the nominee for the position. Disputes related to applicant selection of this section shall not be subject to the grievance procedure. A copy of all job postings, including the signatures of applicants, shall be submitted to the Union.

Section 2. Any employee failing for any reasons to qualify for any job or new position through the job posting procedure may, return to his/her former job.

Section 3. The successful applicant shall be allowed sixty (60) days to qualify for the position. Interim appointments may be made by the Highway Commissioner until such time as a regular appointment is made. The successful applicant, if moving into a higher or lower pay rate, shall be paid the higher or lower pay rate on his/her first day in said position.

#### Article 13 - PROBATION

Section 1. Whenever additional employees are required in the Highway Department who do not possess rights of employment as provided for in Article 10 of this Agreement, they shall work in such position subject to a probation period of twelve (12) months, during which period the Highway Commissioner may terminate such employment without any right of appeal in any manner on the part of the said employee.

Section 2. Employees who have completed the probationary twelve (12) month period satisfactorily and are continued thereafter shall have a regular status and shall be entitled to all rights, protection, and benefits granted by this Agreement, however, employees shall be eligible for the six (6) month wage rate step and all applicable compensation benefits after six (6) months of employment.

#### Article 14 - REST PERIODS

Section 1. All employees shall receive one (1) fifteen (15) minute rest period in the first half of the day, and one (1) ten (10) minute rest period in the second half of their regular work day. Said periods are to be determined by the Highway Commissioner.

Section 2. All employees shall use their rest periods as desired.

Article 15 - INSURANCE

Section 1. Health and Dental Insurance

The County shall during calendar year 2011 contribute such amount toward the family and single plan premiums of a health plan that includes both major health networks in the region. The County shall also offer single and family dental insurance to all employees who work at least 20 hours per week. The employer and employee shall contribute toward such premiums based on percentages, with the employer paying eighty-seven percent (87%) of the monthly premium and the employee paying thirteen percent (13%) of the monthly premium. The County may, during the term of this agreement, commence a self-funded insurance program or seek bids for different carriers provided that any insurance program shall provide benefits, specifically including deductible amounts and choice of physicians, at least equal to those benefits provided in the insurance plans during the 2011 calendar year.

Section 2. Worker's Compensation Insurance shall continue to be provided by Monroe County. Fringe benefits will continue in full for the first fourteen (14) days of the period for which a worker may be receiving Worker's Compensation benefits. Beyond the initial fourteen (14) days, certain fringe benefits do not continue to accrue. Examples of benefits which do not continue to accrue are retirement benefits, holiday pay, and vacation accrual. Sick leave shall continue to accrue for a maximum of one (1) year and then additional accrual shall cease if the employee is still under Worker's, Compensation. The County's portion of health insurance will be continued for a maximum period of one (1) year, for employees eligible for Worker's Compensation due to work related injuries or illness. It is further understood and agreed that an employee who loses vacation accrual due to a Worker's Compensation leave shall, at the option of the employee be allowed to carry over to the immediately succeeding year, the same number of days of his/her earned vacation time as he/he lost while on Worker's Compensation, assuming that he/she has days that remain unused in the current year. This is intended to allow employees to maintain a certain vacation level in the year following a Worker's Compensation leave.

Section 3. Life Insurance

The County shall provide each regular full-time employee covered by this Agreement with a \$10,000\* term life insurance policy effective January 1, 1992, with accidental death and dismemberment effective at the same time that health insurance becomes effective for new employees. This coverage will be provided to regular part-time employees who may qualify under the guidelines as established by the insurance carrier.

\*Subject to group life amount deductions as follows:

<u>Age</u>	<u>Percentage of benefit amount shown</u>
70	50%
75	30%
80	20%

## Article 16 - FUNERAL LEAVE

Section 1. Employees shall receive a three (3), day funeral leave with full pay for the death of a spouse, daughter, son, mother, father, sister, brother, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, stepchild, stepparent, grandparent, grandchild, or other relative who is a member of the employee's immediate household. Funeral leave shall be taken within a five (5) workday period (excluding scheduled days off) consisting of the two (2) workdays immediately preceding and the two (2) workdays immediately following the funeral. If there is a need to use funeral leave on a scheduled holiday, the holiday (excluding floating holiday) shall be taken as an extra day after the funeral leave, with approval of the employee's supervisor. An additional two (2) days of funeral leave in the case of the death of an immediate family member may be taken from an accumulated sick leave balance. These days shall be taken immediately preceding or following use of funeral leave.

Section 2. Employees shall receive one (1) day funeral leave with full pay for the death of a grandparent-in-law, aunt, uncle, niece or nephew of the first degree if actually attending the funeral on a scheduled workday or holiday.

Section 3. Definitions for this Section shall be as follows: nephew -son of employee's brother or sister or brother-in-law or sister-in-law; niece - daughter of employee's brother or sister or brother-in-law or sister-in-law; aunt - sister or brother's wife of employee's mother or father; uncle - brother or sister's husband of employee's mother or father. Divorce severs in-law relationship.

Section 4. Employees shall receive a one-half (1/2) day funeral leave with full pay when attending a funeral as a pallbearer, and also shall receive a one-half (1/2) day funeral leave with full pay when attending a military funeral as a participant. Such attendance shall be limited to three (3) times per calendar year.

## Article 17 - MILITARY LEAVE

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

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

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

Article 18 - SAFETY

Section 1. The County shall furnish proper safety devices for all work and employees shall wear and/or use all safety equipment furnished by the County. On April 15 of each year, the County shall provide an allowance of fifty dollars (\$50) per employee, per year toward safety shoes. The safety shoe allowance may be carried over for one year at the employee's request, resulting in a one hundred dollar (\$100) safety shoe allowance in the second year.

Section 2. The Union Safety Committee shall be authorized to make investigations of reported unsafe equipment and practices and to meet with proper County representatives during regular work hours with no loss in pay. Both, County and Union representatives shall make sure safety is practiced at all times. Any investigations shall be made after a written complaint is received by the Union and the representative must notify the Highway Commissioner when and where they are leaving to make said inspection.

Article 19 - RETIREMENT

Section 1. The County shall contribute to the Wisconsin Retirement Fund as stipulated by Wisconsin law. In addition thereto, Monroe County shall pay to the Wisconsin Retirement Fund in lieu of an equal amount of the retirement contribution required to be deducted from each payment of earnings to such participating employees pursuant to Section 66.903(2) of the Wisconsin Statutes; an amount up to six and five-tenths percent (6.5%) of the total earnings of such participating employees. Effective the first day of the first full pay period after ratification of the 2011 bilateral agreement, employees covered by this agreement shall pay 5.8% of total earnings to the Wisconsin Retirement Fund to be deducted from each payment of earnings of such participating employees.

Article 20 - GENERAL PROVISIONS

Section 1. The County shall furnish a statement with each paycheck stating total amount of check, federal tax, state tax, social security, insurance, maintenance, amount of net pay, and hours of work, both regular and overtime, with the provision that necessary adjustments may be made by the County.

Section 2. General but reasonable regulations may be posted by the administration and failure to adhere to these regulations shall be cause for discharge.

Section 3. The County shall make every effort to operate its projects so as to maintain a standard workday and standard work week.

Section 4. All time lost due to injuries incurred on the job shall be considered time worked for that day only.

Section 5. The County shall not discipline or discharge an employee except for just cause. Any employee discharged and later through proper hearing is found innocent of the charges, said employee shall return to his/her former job with the County paying said employee all wages and benefits he/she would have earned had he/she been working, less any compensation received from Unemployment Compensation or other sources during the period of discharge.

Section 6. For purposes of this Contract, all benefits relating to time in service shall be based on anniversary date of original day of hire.

Section 7. Employees reporting to work shall be guaranteed two (2) hours pay.

Section 8. The County shall place a bulletin board of reasonable size and the Union shall be allowed to use such bulletin board for the purpose of posting notices and materials that shall not be denunciatory or inflammatory.

Section 9. The County employees shall be paid every other Thursday after a holdback not exceeding two (2) weeks. New hires shall be required to be paid via direct deposit. Current bargaining unit members will be encouraged to enroll in direct deposit. Effective the first day of the first full pay period after ratification of the 2011 bilateral agreement, all bargaining unit members shall be required to be paid via direct deposit. All bargaining unit members shall receive a hard copy of their paycheck statement or shall be permitted to use a County computer to view, download, and print their pay statement.

Section 10. There shall be no card playing, drinking, loafing, loitering or use of profanity during working hours by employees.

Section 11. No employee shall use any department equipment or tools for personal use; nor shall any employee grant permission for such use to anyone else.

Section 12. No employee shall at any time haul or transport any person or persons other than highway employees in highway trucks.

Section 13. Employees must observe laws of the road at all times and strictly comply with highway traffic regulations.

Section 14. No employee shall take time off regardless, without first making out requests and getting authority.

Section 15. No private business shall be practiced during working hours.

Section 16.

A) Auxiliary and Standby workers may operate trucks with a wing plow only on a replacement basis, and shall receive Section Leader pay while operating said truck with the wing plow;

B) There may be more than one (1) man placed on a truck at the discretion of the Highway Commissioner.

Section 17. An employee called upon to serve jury duty or as a witness, shall be paid the difference between his/her jury duty pay or witness fee, less mileage, for such time spent on jury duty or as a witness, such pay to be based upon the employee's standard workday of eight (8) hours.

Section 18. Employees are required to provide a minimum of two week notice of resignation or retirement.

Section 19. Mechanics, Assistant Mechanics, and Welders shall receive a \$50.00 annual tool allowance.

#### Article 21 - NEGOTIATIONS

Section 1. Negotiations on all matters covered by this Agreement shall be conducted as specified in Article 24 and agreements reached by both parties shall become effective on the first day of January of the year of the Contract.

Section 2. The party requesting negotiations shall notify the other party in writing of its requests by August 1st of any year. Within two (2) weeks of the receipt of such notice from one party to the other, an initial meeting shall be mutually agreed upon. Meetings shall be scheduled regularly by mutual agreement until an agreement is reached by the parties.

#### Article 22 - WAIVER OF BARGAINING AND VALIDITY

Section 1. This Agreement concludes all County bargaining during the term of this Agreement except for negotiating the terms and conditions of the creation of entirely new positions which may occur during the term of this Agreement. The Union specifically waives the right to bargain with respect to any subject or material referred to or covered in this Agreement for the duration of this Agreement.

Section 2. Should any provision of this Agreement be subsequently declared by the proper legislative or judicial authority to be unlawful or unenforceable, said provision shall be immediately re-negotiated, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

#### Article 23 - WAGES

Section 1. Classifications shall be those agreed to during negotiations for the contract beginning January 1, 2011, to December 31, 2011, as reflected in the wage schedules. The employees covered by this Agreement shall be compensated in accordance with Schedule A attached hereto and made a part hereof as though set out in full.

Section 2. An employee who works on a higher rated job shall receive the going rate of pay of the higher rated job during the period of time so assigned to the higher rated job.

#### Article 24 - DURATION

Section 1. This Agreement shall be binding and in full force and effect from January 1, 2011, through December 31, 2011.

Section 2. Either party may open negotiations for a successor labor agreement beyond the 2011 calendar year by notifying the other party in writing on or before August 1, 2011. Within two (2) weeks of the receipt of such notice an initial meeting shall be mutually agreed upon at which proposals shall be presented. This Section shall not preclude either party from submitting written proposals to the other party before the first meeting.

Section 3. If either party fails to send notice as stipulated in Article 21 of this Agreement, this Agreement shall be considered to have been automatically renewed for the next succeeding calendar year.

#### Article 25 - UNEMPLOYMENT COMPENSATION

Section 1. All Monroe County highway employees shall be covered by Unemployment Compensation insurance pursuant to the Wisconsin Statutes.

Article 26 - NONDISCRIMINATION

Section 1. Monroe County and Local Union #2470 are committed to the principles of equal employment opportunities and practices for all persons regardless of sex, race, age, national origin, creed, ancestry, disability, arrest and conviction records, marital status, sexual preference and political affiliation, except where these factors constitute a bonafide occupational qualification. Monroe County and said Union will act in a nondiscriminatory manner in all matters regarding personnel, which shall include, but is not limited to, the following: hiring, promotion, demotion, disciplining, wage and fringe benefit policies, training, working conditions, and all other benefits of employment.

Article 27 - DUES AGREEMENT

Section 1. Membership not required: Membership in any employee organization is not compulsory. Employees have the right to join, not join, maintain, or drop their membership in an employee organization as they see fit.

Section 2. Effective date and employees covered: Effective upon enactment of this Agreement and unless otherwise terminated as hereinafter provided, the employer shall deduct from the monthly earnings of all regular full-time employees specified herein an amount equal to such employees proportionate share of the cost of the collective bargaining process and contract administration as measured by the amount of local dues uniformly required of all members, which is established by the Union and shall pay such amount to the treasurer of the bargaining representative of such employee on or before the end of the month in which such deduction was made.

A. Present employees: Following ratification by the County Board in 1980, there shall exist a period until January 1, 1981, in which all persons presently signed up as members of Local #2470, shall have the opportunity to withdraw as members of Local #2470. Those electing not to continue as members after December 31, 1980, shall not be covered by the Fair Share Agreement and shall have no dues deducted from their earnings. Should an employee who chooses not to join, later decide to join, the employee has the right to do so, but may never then withdraw from the Fair Share Agreement. As to persons covered following December 31, 1980, a deduction shall be made and forwarded to the treasurer of the bargaining representative from the monthly earnings of those employees who are members of the employee organization per the terms of this Section (A).

B. New employees: Such deductions shall be made and forwarded to the treasurer of the bargaining representative from the earnings of new employees after six months of employment.

C. Other employees: Employees other than regular, full-time employees will be charged a reduced monthly dues amount in accordance with the International Constitution. The local Union shall petition the International Union for authority to charge the reduced rate and this provision shall become effective upon the receipt of approval from the International Union. In addition, employees on layoff or leave of absence or other status in which they receive no pay are excluded. Likewise, seasonal employees are excluded from the Dues Agreement.

Section 3. Forfeiture: The Union agrees to abide by the provisions relative to forfeiture as provided for in Wisconsin Statutes 111.70 and 111.71.

Section 4. Hold Harmless Clause: It is expressly understood and agreed that the Union will refund to the County or to the employee involved any dues erroneously collected by the County and paid to the Union. The Union agrees to save and hold the County harmless from any claims or demands arising out of the County's compliance with the provisions of this Article.

WITNESS OUR HANDS AND SEALS THIS 31st DAY OF May, 2011,  
In the City of Sparta, Monroe County, State of Wisconsin.

MONROE COUNTY BARGAINING  
COMMITTEE:

Keith E. Kenyon  
Keith Kenyon

Sharon Falcoy

[Signature]

Ken Kittleson  
Ken Kittleson  
Personnel Director

MONROE COUNTY HIGHWAY EMPLOYEES  
Local 2470, AFSCME, AFL-CIO

Michael Pierce  
Mike Pierce, President

[Signature]  
Rob Wayss  
District Representative

SCHEDULE A  
Highway Union

	<u>1/1/11 HIRE PER HOUR</u>	<u>AFTER 6 MOS. PER HOUR</u>
I. Foreman	18.51	19.44
II. Mechanic Welder Equip Op II Sign Person	17.93	18.86
III. Partsman Asst. Mechanic Equip Op I	17.51	18.47
IV. Section Leader	17.31	18.26
V. Aux. & Standby Highway Helper Janitor/Driver	16.96	17.89
VI. Laborer	16.32	17.28

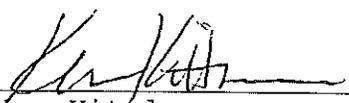
Effective January 1, 2001, employees assigned to interstate highway duties shall receive an additional twenty cents (\$.20) per hour for all hours paid, and other employees shall receive an additional twenty (\$.20) per hour only when working on the interstate.

Memorandum of Agreement extensions  
Highway Department Employees

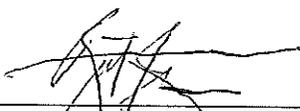
The undersigned agree to continue the following memorandums of agreement from January 1, 2011, through December 31, 2011, or until a successor agreement is reached:

- 1) Modified duty agreement
- 2) Grievance 90-2 agreement dated July 1, 1992
- 3) Grievance 90-5 agreement dated March 16, 1992
- 4) Grievance 90-4 agreement dated March 16, 1992
- 5) Grievance 94-2, 94-8, and 95-6 agreement dated April 22, 1996
- 6) Grievance 98-1 agreement dated December 7, 1998
- 7) Vacation agreement dated March 18, 1999
- 8) Modified workday agreement dated April 5, 2000
- 9) Skill-based pay pre-plan agreement dated April 26, 2000
- 10) Seasonal employee agreement dated November 7, 2001
- 11) Signperson agreement dated September 13, 2005
- 12) Summer hours and straight 8 hour day agreements dated March 5, 2009
- 13) CDL agreement dated April 6, 2009

For the County:

  
\_\_\_\_\_  
Ken Kittleson  
Personnel Director

For the Union:

  
\_\_\_\_\_  
Rob Wayss  
District Representative

