

A G R E E M E N T

Between

DANE COUNTY, WISCONSIN

AND

DANE COUNTY  
JOINT COUNCIL OF UNIONS  
AFSCME, AFL-CIO

AND ITS APPROPRIATE MEMBER LOCALS

Effective

December 24, 2006 through December 19, 2009

## TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
I	RECOGNITION	1
II	MANAGEMENT RIGHTS	2
	2.01 Management Rights	2
	2.02 Subcontracting	2
	2.03 Transfer of County Functions	2
III	UNION SECURITY	2
	3.01 Check Off	2
	3.02 Fair Share Agreement	3
	3.03 Union Dues, Fair Share Fees, Appendix B, Limited Term Employees	3
	3.04 Indemnification	3
	3.05 P.E.O.P.L.E. Deductions	3
IV	REPRESENTATION	3
	4.01 Union Representatives	3
	4.02 Union Conferences and Conventions	4
	4.03 Employer Representatives	4
	4.04 Negotiations	4
	4.05 Meetings	4
	4.06 Bulletin Boards	4
V	GRIEVANCE AND ARBITRATION PROCEDURE	5
	5.01 Grievance	5
	5.02 Procedure	5
	5.03 Arbitration	5
	5.04 General Grievances	6
	5.05 Discipline, Suspension, Discharge	6
	5.06 Time	6
VI	PROBATIONARY PERIOD	6
VII	SENIORITY, JOB POSTING, EXAMINATIONS, PROMOTIONS, TRANSFERS, DEMOTIONS	6
	7.01 Definitions	6
	7.02 Seniority	7
	7.03 Recruitment Procedure	8
	7.04 Filling Positions	9
	7.05 Badger Prairie Health Care Center Transfers	10
	7.06 Lay-offs	11
	7.07 Re-Employment List	11
	7.08 Recall From Layoff	11
	7.09 Seniority/Application	11
VIII	CLASSIFICATION AND COMPENSATION	11

	8.01	Salary Plan	11
	8.02	Undesirable Hours Premium Pay	11
	8.03	Longevity	12
	8.04	Salary Increments--Normal	13
	8.05	Acting Classification Pay	13
	8.06	Pay Day	13
	8.07	Licensed Practical Nurse - Charge Pay	13
	8.08	Equalized Paychecks - Dane County Communicators	14
IX		HOURS OF WORK & OVERTIME COMPENSATION	14
	9.01	Clerical and Office Workers	14
	9.02	Badger Prairie Health Care Center Employees Who Work a Regular Rotation Schedule Other than CNA's	14
	9.03	Buildings and Grounds Service and Maintenance Employees (Courthouse, Lakeview Annex and Public Works)	19
	9.04	Park Department Employees	19
	9.05	Juvenile Court Employees	19
	9.06	Call In	19
	9.07	Computation of Time Worked	19
	9.08	Overtime Rate	19
	9.09	Ten Hour Day Holidays	20
	9.10	Rest Breaks	20
	9.11	Public Safety Communication	20
	9.12	Jail Clerks and Sheriff Aides	20
X		PAID HOLIDAYS	21
	10.01	Named Holidays	21
	10.02	Holidays on Days Off	21
	10.03	Holiday Carry Over	21
	10.04	Holidays Worked	21
	10.05	Fixed Holidays Falling on Sundays	21
XI		ANNUAL VACATIONS	21
	11.01	Rate of Earning Vacation Credits	21
	11.02	Use of Vacation Credits	22
	11.03	Selection of Vacation	22
	11.04	Vacation Bank	23
XII		SICK LEAVE <sup>23</sup>	
	12.01	Sick Leave with Pay Credits	23
	12.02	Sick Leave Definition	23
	12.03	Use of Sick Leave Credits	24
	12.04	Immediate Family Definition	24
	12.05	Physical Examination by County Doctor	24
XIII		LEAVE OF ABSENCE	24
	13.01	Leave without Pay	24
	13.02	Leave Appeal	25
	13.03	Disability Leave of Absence without Pay	25

	13.04	Pregnancy Leave	25
	13.05	Military Leave of Absence	26
	13.06	Jury Duty	26
	13.07	Salary Deductions	26
	13.08	Death in Immediate Family	26
	13.09	Job Opening Examination	27
	13.10	Leave for Union Activity	27
	13.11	Election Officials	28
XIV		INSURANCE	29
	14.01	Health and Dental Insurance	29
	14.02	Life Insurance	30
	14.03	Retirement	30
	14.04	Unemployment Compensation	30
	14.05	Worker's Compensation	30
	14.06	Disability Insurance	31
	14.07	Vehicle Insurance Allowance	31
	14.08	Insurance Advisory Committee	31
XV		SEPARATION FROM COUNTY SERVICE	32
	15.01	Separation From County Service Benefits	32
	15.02	Accrued Sick Leave Credit	32
	15.03	Disabled Employees Health Insurance	34
XVI		BINDING IMPASSE ARBITRATION	34
	16.01	Conditions	34
	16.02	Selection of Arbitrator	35
	16.03	Procedures	35
	16.04	Arbitration Hearing	35
	16.05	Costs	35
	16.06	Decision of the Arbitrator	35
	16.07	Criteria	35
	16.08	Bargaining During Arbitration	35
	16.09	County Board Approval	35
XVII		MISCELLANEOUS	35
	17.01	Tool Allowance	35
	17.02	Uniform Allowance	35
	17.03	Existing Benefits	36
	17.04	Parking, Bus Passes and Mileage Reimbursement	36
	17.05	Safety and Working Conditions Study Committee	37
	17.06	Trainee Programs	37
	17.07	Job Sharing	37
XVIII		NO STRIKE, NO LOCKOUT	37
	18.01	No Strike	37
	18.02	No Lockout	37
XIX		SPECIAL EMPLOYMENT PROGRAMS	37
	19.01	Special Employment Programs	37

XX	DURATION	38
	AGREEMENT AS SIGNED	39
	APPENDIX A - Classifications, Ranges, Steps, Hourly Rates	
	Effective December 24, 2006	40
	Effective June 24, 2007	44
	Effective December 23, 2007	48
	Effective June 22, 2008	52
	Effective December 21, 2008	56
	Effective June 21, 2009	60
	APPENDIX B - Limited Term Employees:	
	Hourly Rates Effective December 24, 2006	64
	Hourly Rates Effective June 24, 2007	65
	Hourly Rates Effective December 23, 2007	66
	Hourly Rates Effective June 22, 2008	67
	Hourly Rates Effective December 21, 2008	68
	Hourly Rates Effective June 21, 2009	69
	Provisions for Limited Term Employees	70
	MEMORANDUMS OF UNDERSTANDING	
	Vacation Selection at Badger Prairie Health Care Center	71
	Consolidated Food Service Flex-Time	73
	Accounting Division at Badger Prairie Health Care Center Flex-Time	74
	Joint Committee to Study Scheduling at Badger Prairie Health Care Center	75
	Parks Department Student Interns	76
	Coaching Note	77
	Commercial Drivers Licenses	78
	Wage Increases	79
	Wellness Program	80
	Vehicle Usage Policy	81
	Flex Time	82
	Retiring Employees	83
	Work From Home	84
	Accrued Sick Leave	85
	.2 CNA's	86

Agreement Between Dane County, Wisconsin  
And Dane County Joint Council of Unions  
AFSCME, AFL-CIO, And Its Appropriate Member Locals,  
Effective December 24, 2006  
Through December 19, 2009

THIS AGREEMENT made and entered into pursuant to the provisions of Section 111.70 Wisconsin Statutes by and between the County of Dane, Wisconsin, hereinafter referred to as the County or Employer, and the Dane County Joint Council of Unions, Wisconsin Council 40, AFSCME, AFL-CIO, and its appropriate affiliated Local 705 and 720, as representatives of employees who are employed by Dane County, hereinafter referred to as the Union or Employee,

WITNESSETH:

WHEREAS, both of the parties to this Agreement are desirous of reaching an amicable understanding with respect to the Employer-Employee relationship which exists between them and to enter into a complete labor agreement covering rates of pay, hours of work and conditions of employment, and

WHEREAS, it is intended by the parties that delivery of essential services in an efficient and effective manner is in the interest of both parties. It is recognized that a high level of productivity on the part of both parties is a mutual concern and to that end the parties agree to seriously consider any and all possibilities to make any needed improvements. The parties may meet through their respective representatives either at the call of the other at mutually convenient times for the purpose of implementing the spirit and intent of this provision, and

WHEREAS, it is intended that the following Agreement shall be an implementation of the provisions of Section 111.70 Wisconsin Statutes consistent with that legislative authority which rests with the Dane County Board, and

WHEREAS, it is intended by the parties hereto that the Employer-Employee relationship which exists now and has heretofore existed by and between the County and the members of the Unions shall continue in the same amicable and peaceful manner as that which has existed in the past, and that agreements reached and set forth herein shall be binding upon the parties, and in the event of any conflict between the Dane County Civil Service Ordinance and this Agreement, the Agreement shall supersede the Ordinance in matters relating to employees covered hereby.

AND, WHEREAS, in accordance with Section 111.70, Wisconsin Statutes, and other State and Federal Law, the Employer and the Union agree that their respective policies and actions will not violate the rights of, or discriminate against any employee(s) or prospective employee(s) who is or may be covered by this Agreement because of sex, creed, race, age, handicap, national origin, Union or non-union affiliation, and the application and interpretation of the provisions of this Agreement shall be made subject hereto.

ARTICLE I  
Recognition

The Employer recognizes the Union as the exclusive bargaining representative for all employees as hereinafter defined except the following: supervisory employees; law enforcement employees of the Sheriff's Department; non-clerical employees of the Highway, Alliant Energy Center of Dane County, Airport and Zoo Departments, confidential employees; professional employees as defined by Wisconsin Statutes 111.70 and craft employees so certified by the Wisconsin Employment Relations Commission, for the purposes of conferences and

negotiations with the Employer, or its authorized representative on questions of wages, hours and other conditions of employment.

Employees defined as regular full-time or regular part-time (permanent) appointed according to the Civil Service procedure who shall have all of the rights, benefits and responsibilities of this Agreement. A regular full-time employee is one who is regularly scheduled to work forty (40) hours per week. A regular part-time employee is one who is regularly scheduled to work less than forty (40) hours per week.

Employees defined as Limited Term Employees (LTE) shall be covered by the terms of Article III and Appendix B. Any disagreement as to the application of Article III and Appendix B shall be resolved in accordance with Article V.

## ARTICLE II Management Rights

2.01 Management Rights. The Union recognizes the prerogatives of the Employer to operate and manage its affairs in all respects in accordance with its responsibility and powers or authority which the Employer has not officially abridged, delegated, or modified by this Agreement and such powers or authority are retained by the Employer. These management rights include, but are not limited to the following: The rights to plan, direct and control the operation of the work force, determine the size and composition of the work force, to hire, to lay-off, to discipline or discharge for just cause, to establish and enforce reasonable rules of conduct, to introduce new or improved methods of operation, to contract out work, to determine and uniformly enforce minimum standards of performance, all of which shall be in compliance with and subject to the provisions of this Agreement.

2.02 Subcontracting. When it becomes necessary to determine when, or what, to subcontract, it is, and will be, the policy of the Employer to first consider the impact on the employment security of its employees and to notify the Union. It is the policy and intent of the Employer to use its employees as much as practical for work on the operations involved and to contract work out only when that course is required by sound business considerations.

The employer agrees to bargain the demonstrable financial impact (i.e., reduction in hours or lay-off) experienced by a collective bargaining unit member(s) covered by this contract (excluding LTEs), only when said impact is a result of the discontinuation of County services or subcontracting of work previously and customarily performed by a member(s) of this particular bargaining unit.

2.03 Transfer of County Functions. The Employer agrees that in the event that another unit of government shall take over the operation of a department or function being performed by employees covered by the terms of this Agreement, and if said takeover negatively affects unit employees, the County hereby agrees to bargain collectively with the Union relative to the aforesaid affects. If the parties bargain to impasse over any matter covered by this Section, the Union or the Employer shall have the right to petition for mediation/arbitration pursuant to the procedures contained in Section 111.70 of the Wisconsin Statutes as determined by the Wisconsin Employment Relations Commission.

## ARTICLE III Union Security

3.01 Check Off. The Employer agrees to deduct Union monthly membership dues from the pay of those employees who individually request through their local Union Treasurer, in writing, that such deductions be made. The amounts to be deducted shall be certified to the County Clerk by Treasurer of each of the local Unions in the Joint Council and the aggregate deduction of all employees in each Local shall be remitted to the Treasurer of that Local after such deductions

are made. The Employer shall be saved harmless in any controversy that may arise between an employee and the Union(s) in the application of this Article III.

3.02 Fair Share Agreement. It is agreed that all of the employees in the collective bargaining unit are required to pay their proportionate share of the cost of the collective bargaining process and labor agreement administration. Such proportionate share shall be equal to but shall not exceed the amounts of monthly dues as certified by each local Union Treasurer and shall otherwise be handled in the manner provided in Section 1 of this Article. No such deductions shall be made until the pay period following the completion of six (6) weeks employment within the bargaining unit. In the event that an employee shall not have sufficient earning due him/her during the pay period when dues or fees are normally withheld to equal or exceed the amount of the certified deductions, no dues or fees shall be withheld and the Employer shall have no obligation to subsequently withhold such dues or fees as may have been due for that month. The provisions of this Article shall be subject to the duty of the Wisconsin Employment Relations Commission.

3.03 Union Dues - Fair Share Fees - Appendix B, Limited Term Employees. LTEs shall pay dues/fees in amounts certified as per 3.01 after earning eight hundred dollars (\$800.00) of annual gross income and again after each additional increment of eight hundred dollars (\$800.00) of gross salary, however, in no case shall dues/fees be withheld more frequently than once each month.

3.04 Indemnification. The Union agrees that it will abide by state and federal laws and decisions of state and federal courts and the Wisconsin Employment Relations Commission relating to fair share. The Union shall indemnify and save the employer harmless against any and all claims, demands, suits or other forms of liability which may arise out of any action taken by the employer for purpose of complying with Sections 3.02 or 3.03

3.05 P.E.O.P.L.E. Deductions. Upon receipt of a voluntary written individual order therefore from any of its employees covered by this Agreement on forms provided by the Union, the Employer will deduct from the pay to such employees, those P.E.O.P.L.E. contributions authorized by the employee.

The Employer shall provide to AFSCME, AFL-CIO a list of employees who have authorized P.E.O.P.L.E. deductions.

Such orders may be terminable in accordance with the terms of the order the employee has on file with the Employer.

The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability which may arise out of any action taken or not taken by the Employer for the purpose of complying with the provisions of this section.

#### ARTICLE IV Representation

4.01 Union Representatives. Employees selected by the Union to act as Union Representatives shall be known as Stewards. Names of employees selected as Stewards and the names of other Union Representatives who may represent employees shall be certified in writing to the Employer by the Local Union or the Joint Council of Unions and the individuals so certified shall constitute the Local Union Grievance Committee or Joint Council of Unions Negotiating Committee. Local Union Stewards shall be allowed to post notices during working hours. The Employer also agrees not to deduct from the pay of Stewards for time spent in investigations of grievances during working time.

4.02 Union Conferences and Conventions. Members of the Union selected by the Union to participate in Union called conferences and conventions shall be granted a leave of absence not to exceed two (2) weeks upon written request by the Union to the Employer, a reasonable time in advance of the first date of the requested leave, except that such leave may be denied when it can be shown that the employee's absence will unduly interrupt County services.

Such leave of absence shall be without pay except that an employee shall have the option to use vacation, holidays or other earned compensatory time off.

4.03 Employer Representatives. The Dane County Personnel and Finance Committee/County Executive or their delegate/designee and the Dane County Joint Council of Union's delegates shall be representatives of the parties. Any and all personnel matters such as grievances, disputes or other matters that affect personnel relations, shall when they cannot be resolved or handled at department head or lower supervisory level, be handled or conferred upon by the representatives of the parties before any other method of solution is attempted by either party.

4.04 Negotiations. It is agreed that all negotiations by the parties involving wages, hours and conditions of employment shall be carried on by the Joint Council of Unions and the Personnel and Finance Committee or their delegate. Any mutual agreement reached in negotiations between the Joint Council of Unions and the Personnel and Finance Committee shall be recommended to the membership of the Union by the Joint Council of Unions and shall be recommended to the County Board of Supervisors by the Personnel and Finance Committee for approval and adoption, and shall only become effective thereupon. The Joint Council of Unions Negotiating Committee, who may receive pay under this provision, shall not exceed eight (8) employees while negotiating with the Employer during scheduled duty hours. Employees whose scheduled duty hours include one (1) shift that either immediately precedes or follows a bargaining session shall not be required to work that shift and the bargaining session shall be considered as their shift for the day. Employees whose scheduled duty hours include shifts that immediately precede and follow a bargaining session shall only be required to work one (1) of these shifts, which shall be selected at the employee's discretion, and the bargaining session shall be substituted for the other shift and shall be considered as their shift for that day. The term immediate shall mean eight (8) hours or less before or after the bargaining session. If a bargaining session is canceled more than forty-eight (48) hours before the scheduled start time, the affected employees shall work their normal schedule. It is an employee's responsibility to notify his/her supervisor of the scheduled sessions and which work shift will not be worked. The maximum amount of pay an employee may receive under this provision shall not exceed the pay the employee would have received working his/her regularly scheduled hours.

4.05 Meetings. It is agreed that the parties will meet, either at the request of the other, at mutually agreeable times, as frequently as is necessary to make this Agreement effective, or to renew or amend any provisions thereof.

4.06 Bulletin Boards. The Employer agrees to provide and allow the Union use of bulletin board space in convenient places in each work area.

## ARTICLE V Grievance and Arbitration Procedure

5.01 Grievance. A grievance is defined to be a controversy between the Union and the Employer, or between any Employee or Employees and the Employer as to:

(a) A matter involving the interpretation or application of this Agreement.

(b) Any matter involving an alleged violation of this Agreement in which an Employee or group of Employees, maintain that any of their rights or privileges have been impaired in violation of this Agreement.

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

Step 1. The employee and/or the steward shall take the grievance up orally with the employee's first line of supervision outside of the bargaining unit within ten (10) days of their knowledge of the occurrence of the event. The Supervisor shall attempt to make a mutually satisfactory adjustment, and, in any event, shall be required to give an answer within ten (10) days to the grievant, if any, and the Union steward.

Step 2. The grievance shall be considered settled in Step 1 unless within ten (10) days after the supervisor's answer is due, the grievance is reduced to writing and presented to the department head. The department head shall respond to the grievance in writing within ten (10) days to the grievant, if any, and the Union steward.

Step 3. The grievance shall be considered settled in Step 2 unless within ten (10) days from the date of the department head's written answer or last date due the grievance is presented in writing to the County Executive or designee (Director of Administration or Chief of Staff of County Executive). The County Executive or designee shall respond in writing to the Union Steward, grievance committee or Union representative (with a copy to the President of the Joint Council of Unions) within ten (10) days.

Step 4. If a Union or Employee grievance is not settled at the third step, either party may take the matter to arbitration as hereinafter provided.

5.03 Arbitration.

(a) The grievance shall be considered settled in Step 3 above, unless within ten (10) days after the last response is received, or due, the dissatisfied party (either party) shall request in writing to the other that the dispute to be submitted to an impartial Arbitrator.

(b) The Arbitrator shall, if possible, be mutually agreed upon by the parties. If agreement on the Arbitrator is not reached within ten (10) days after the date of the notice requesting arbitration or if the parties do not agree upon a method of selecting an Arbitrator within ten (10) days, then the Wisconsin Employment Relations Commission shall be requested to submit a panel of five (5) arbitrators. The parties shall alternately strike names until one remains and the party requesting arbitration shall be the first to strike a name. Each party shall pay one-half (1/2) of the cost of the Arbitrator.

(c) The Arbitrator shall have the authority to determine issues concerning the interpretation and application of all Articles or Sections of this Agreement. He/she shall have no authority to change any part; however, he/she may make recommendations for changes when in his/her opinion such changes would add clarity or brevity which might avoid future disagreements.

(d) The written decision of the Arbitrator, in conformity with his/her jurisdiction, shall be final and binding upon both parties but shall not constitute a binding precedent in connection with future negotiations.

(e) The grieving employee(s) and not more than one (1) Union representative may be present at the arbitration hearing without loss of regular wages if the hearing is scheduled during said employee's regularly scheduled hours of work. Furthermore, not more than five (5) employees called by the Union to appear at a grievance arbitration hearing may appear without loss of regular wages if the hearing is scheduled during said employee's regularly scheduled hours of work and providing the employee testifies. In the event the parties reach a mutually agreeable settlement of a grievance during the course of a grievance arbitration hearing, not

more than five (5) employees called by the Union to testify at the hearing may appear without loss of pay even if they do not give testimony.

5.04 General Grievances. Grievances involving the general interpretation, application or compliance with this Agreement may be initiated with the third step of the procedure.

5.05 Discipline, Suspension, Discharge. Employees shall not be disciplined, suspended or discharged without good cause. A suspension shall not exceed thirty (30) days. Written notice of the suspension, discipline or discharge and the reason or reasons for the action shall be sent to the employee with a copy to the Union within twenty-four (24) hours. A grievance that may result from such action shall be considered waived unless presented in writing within five (5) days of the receipt of the notice by the employee. The grievance may be started at Step 2. If the parties agree, or the Arbitrator finds that such discipline, suspension or discharge was improper, such disposition of the matter may be made as appears proper.

5.06 Time. The time limits set forth in the foregoing steps may be extended by mutual agreement in writing.

## ARTICLE VI Probationary Period

All newly hired employees shall be on probation for the first six (6) months of employment, except for Public Safety Communications Department Communicators who shall be on probation for the first twelve (12) months of employment and except for Certified Nursing Attendants hired in .2 full-time equivalent (FTE) positions who shall serve a probationary period equal to one thousand, forty (1040) hours paid but not to exceed one (1) year from their date of hire. Concurrent with the implementation of the proration of benefit changes which shall be no later than June 22, 2008 [Section 14.01 (d)], Certified Nursing Attendants hired thereafter into a part-time position shall serve a probationary period equal to one thousand, forty (1040) hours paid but not to exceed one (1) year from their date of hire. For each probationary week in which such probationary employee works less than one-half (1/2) of his/her regularly scheduled hours of work there shall be added seven (7) calendar days to the probationary period. Probationary employees who receive a promotion, transfer or voluntary demotion to another position shall have their probationary period extended three (3) months. Any employee who has not received written notice of termination prior to the date of completion of his/her probationary period shall be considered to have completed his/her probationary period. Probationary employees shall have all of the rights provided by this agreement except the right to grieve a suspension or discharge. Probationary employees shall normally receive six and one-half (6-1/2) longevity credits while on probation and shall receive the first increment increase in their pay upon earning such longevity credits.

## ARTICLE VII Seniority - Job Posting - Examinations Promotions - Transfers - Demotions

7.01 Definitions.

(a) Promotion - shall mean the permanent advancement of an employee from a position in the pay range to a position with a higher pay range.

(b) Transfer - shall mean the permanent lateral movement of an employee from one classification to another in the same or another department or into another department with the same classification but all in the same pay range.

(c) Demotion - shall mean the permanent movement of an employee from a position in a pay range to a position in a lower pay range.

(d) Trial Period - shall mean the ninety (90) day period following the date of promotion, transfer or demotion wherein such employee shall be on a ninety (90) day trial period. During which time the employee shall be entitled to return to the job and department from which he/she came without prejudice if either the Employer or the employee so decides. However, in the event that the demotion shall have been a demotion for just cause, the employee shall have no option to return to the previously held position. The department head may, with the employee's consent, certify satisfactory performance of such employee to the Personnel Manager at any time during such ninety (90) day period and in that event, the date of such certification shall change such employee's trial status to that of permanent appointment. For employees that are absent three or more days from their work week during a trial period, said trial period shall be extended by the length of such absence.

(e) Trial Period for In-Classification Transfers for Badger Prairie Health Care Center (BPHCC) Employees

(1) The trial period for internal transfers will be a ninety-eight (98) day period following the date of transfer. The transferred employee must remain in the position transferred to for at least seventy (70) days, unless otherwise agreed or the employer so decides. During this time, as provided herein, the employee shall be entitled to return to the unit and/or shift from which he/she came without prejudice if either the Employer or the employee so decides.

(2) This shall pertain to "in-house" in-classification transfers only.

(3) Nursing Management will post all vacant shifts in a timely manner.

(4) Nursing Management will apply to have all unfilled vacancies certified by the Employee Relations Division as soon as possible.

7.02 Seniority. Each employee shall earn, accumulate or lose seniority as follows:

(a) While on probation, employees shall not acquire or accumulate seniority. Upon completion of probation, employees shall receive seniority credits retroactive to date of employment or date of employment minus any time which did not count as probationary time.

(b) Employees on military leave shall earn and accumulate seniority in accordance with State and Federal statutes and as provided in 13.05.

(c) Employees on leave of absence without pay as provided in 13.01 or 13.02 or on layoff as provided in 7.06 shall earn and accumulate seniority up to but not exceeding the first thirty (30) days of such leave or layoff.

(d) Employees who are promoted into supervisory positions shall cease to accumulate seniority unless such employee returns to the bargaining unit within the ninety (90) day trial period in which event all time out of the bargaining unit shall be accumulated.

(e) Employees seniority shall be terminated and lost when:

1. The employee quits or is discharged for just cause,

2. The employee fails to return to work upon expiration of a leave of absence; within ninety (90) days after a military tour of duty (as provided by law); or fails to respond to a recall from lay-off in accordance with 7.08.

(f) The Employer shall furnish an up-to-date master seniority list, by February 1 of each year to the Union business agent and the two Local presidents.

(g) Determination of Seniority Order: Should more than one employee be hired on the same date, the order of seniority shall be determined by the last four digits of their Social Security numbers, with the employee with the highest number considered most senior.

### 7.03 Recruitment Procedure.

(a) Eligibles List. Job vacancies, unless as otherwise specified elsewhere in the contract, shall be filled from a list of eligible applicants (eligibles list) in accordance with procedure specified in Section 7.04 of this Agreement. The eligibles list used to fill a vacancy shall be the list prepared for the job classification of that vacancy (job classifications specified in Appendix A of this Agreement). Such lists shall remain in effect for a maximum of ninety (90) days, but may be extended for an additional period of ninety (90) days.

(b) Vacant Position Not To Be Filled. Should the Employer decide that a vacant position is not to be filled, notice of that fact and other relevant information shall be mailed to the Union President and Business Representative.

(c) Recruitment Posting. When an eligibles list is to be prepared, notice that applications are being accepted for that list shall be mailed by the Employer to each of the certified Union stewards. The Union stewards shall post such notices on bulletin boards which shall be located in each work area of the Employer. Such notices shall indicate classification title, the salary range, the minimum qualifications required of applicants, the current location (including department) of any existing vacancies, final date and time for acceptance of applications, and any other relevant information designed to assist potential or actual applicants. Such notices shall be mailed not less than ten (10) days before final date of acceptance of applications. Application blanks shall be made available to each employee by the Employer at or near his/her place of employment or near the recruitment posting bulletin boards. Should a question arise concerning the application deadline date for filing mailed applications, the stamp cancellation time shall be used to determine time of filing. The recruitment posting shall reflect the type of examination procedure to be used. The Employer reserves the right to change the examination procedure and in the event it does so, it will provide advance notice to the applicants.

(d) Employee Unable To Perform Job: Whenever an employee becomes unable to perform his/her job due to physical or emotional disability or other causes, such employee may be transferred or demoted to a vacant position that such employee can perform without recruitment procedure applying to the vacant position that such employee fills. When an employee requests a transfer or demotion under this provision, the County shall first notify the Union and the parties shall meet to review all options. Recruitment procedure for the job that the employee vacates to take the transfer or demotion shall be covered by Section 7.03 (a) of this Contract.

(e) Expanded Certification: Whenever an affirmative action job category is below parity, the employer and the union shall utilize expanded certification and/or alternative selection as described in the Civil Service Ordinance in effect on January 1, 1988. Expanded certification and/or alternative selection shall be used for promotional or open competition as necessary to meet affirmative action goals.

### 7.04 Filling Positions.

(a) Temporary Assignment. The Employer may fill a vacant position or job in order to meet the needs of the Employer on a temporary basis pending consummation of the procedures relating to a permanent filling of such position. This provision shall not be used to avoid or delay the permanent filling of any position on a permanent basis.

(b) Hiring, Transfer, Promotion or Voluntary Demotion. The Employer shall have the option of restricting recruitment for a position to either County Civil Service Employees (promotional recruitment) or opening recruitment to all eligible applicants (open recruitment) except for those classifications as designated in Appendix A.

1. Applicants coming through promotional recruitment who possess the minimum qualifications as posted shall be considered in the following manner for promotion, transfer or voluntary demotion and one (1) of the applicants with the four (4) original highest composite scores shall be promoted, transferred or demoted to the position being recruited for:

a. The applicant's qualifications as related to the position being recruited for as assessed by one or more of the following examination procedures: Written, oral, training and experience, and performance examination. Maximum points - 50.

b. The applicant's seniority shall be determined and one point shall be added for each year or major fraction thereof up to a maximum of ten (10), and thereafter one-half (1/2) point shall be added for each year or major fraction thereof which shall be added to form the applicant's composite score.

2. Applicants coming through open recruitment who possess the minimum qualifications as posted and advertised shall be considered in the following manner for hiring, promotion, transfer or voluntary demotion and one (1) of the applicants with the five (5) highest composite scores shall be hired, promoted, transferred or demoted; but in no event shall more than the five (5) highest scoring bargaining unit applicants be considered by the appointing authority for selection:

a. The applicant's qualifications as related to the position being recruited for as assessed by one or more of the following examination procedures: Written, oral, training and experience, and performance examination. Maximum points - 50.

b. The applicant's seniority shall be determined and one point shall be added for each year or major fraction thereof up to a maximum of ten (10) and thereafter, one-half (1/2) point shall be added for each year or major fraction thereof which shall be added to form the applicant's composite score.

c. Veteran's points to be added as provided by law.

d. If more than one vacancy exists within the same job classification at the time an eligibles list is being used to fill such vacancies; one (1) additional composite score beyond that provided above shall be considered for hiring, promotion, transfer or demotion for each additional vacancy beyond one (1) (e.g., for two (2) vacancies in the same classification to be filled with promotional recruitment, the top five (5) composite scoring applicants shall be considered with two (2) of these applicants being promoted, transferred or demoted to these vacancies, etc.)

3. The above provisions shall be excepted when no County employees apply whereby Dane County Civil Service provisions will be followed.

4. Upon request the employee has the right to review the results of the selection process with the appointing authority.

(c) Interdepartmental Transfers. Those employees wishing to transfer to another department within their same job classification shall file an application for such transfer with the Personnel Manager designating which department(s) they wish to transfer to. Such transfer applicants shall then be added to those applicants received by the appointing authority for

selection through Section 7.04(b) of this Contract and shall be given first consideration by the appointing authority for their possible transfer to the position being filled by order of their seniority.

(d) Intradepartmental Reassignments (Local 720 only). Bargaining unit employees shall be advised in writing of the need for reassignments within a classification. The Employer shall consider volunteers to fill needed reassignments with a classification, within a department. When reassignment of employees within a classification on an intradepartmental basis is deemed necessary by the Employer, affected employees shall be advised of such need. Employees who are reassigned either in work station (geographic location) and/or work load (i.e., complete change in work load assignment) shall be notified in writing of such reassignment at least five (5) days prior to the effective date of the reassignment by their supervisor.

(e) Provisional Appointments.

1. Recruitment For Positions Occupied By Employees On Leave. In the event that an employee having permanent status shall have secured a leave of absence for more than sixty (60) days or in the event that an employee shall have been absent because of illness or injury for more than thirty (30) days and it can be reasonably expected that such employee will not return to work for an additional thirty (30) days, the position being filled by the absent employee may be posted as a temporary vacancy in accordance with 7.03(a) above with the further option of open recruitment as defined in 7.04(b) above.

2. Filling Positions Occupied By Employees On Leave. Such vacancies as defined in 7.04(d)1. above shall be filled in the same manner as provided in 7.04(b) above and employees filling such position vacancies shall in all ways be treated as other original hires, promotions, transfers, or voluntary demotions and be defined as provisional appointments except that in the event that the employee on leave shall return to his/her position, the provisional appointee who is an original hire shall be terminated without rights under the layoff-rehire provisions and other provisional appointees shall be returned to their former position with the pay and other benefits being applied as though no promotion, transfer or demotion had occurred.

3. Permanent Filling Of Positions Occupied By Employees On Leave. In the event that it is determined that the employee on leave shall not return to his/her position, the provisional employee will receive permanent appointment to such position after the trial or probationary period has been satisfactorily completed.

(f) In the event that any Clerk I-II, Clerk Typist I-II, or Economic Support Specialist position shall become vacant the position shall not be posted.

7.05 Badger Prairie Health Care Center (BPHCC) Transfers. The BPHCC management shall maintain a transfer list for each job classification in their employ for BPHCC employees that indicate to the BPHCC management an interest in transferring within their job classification. When a vacancy occurs and there are available interested employees on the transfer list for the classification of the vacancy, the most senior employee on that list shall be transferred to the vacancy. The transfer list shall be made available for inspection to authorized Union representatives at such reasonable times as requested.

7.06 Lay-offs. The Employer shall have the right to reduce the number of jobs in any classification and/or department because of shortage of funds, lack of work, or because of a change in organization or duties. Employees whose jobs have been eliminated shall have the right to bump any junior employee in their classification and/or in their pay range or classifications in pay ranges below, provided they are qualified and can demonstrate their ability to do the junior employee's job. Such junior employees who have lost their positions as a result of a bump, shall have the right to exercise their seniority in the same manner as if their job had been eliminated. Employees who are without jobs as a result of a bump or a reduction in the

number of positions shall be placed on a re-employment list. Employees who do not choose to exercise their bumping rights shall also be placed on the re-employment list.

7.07 Re-Employment List. The Employer shall maintain a re-employment list of such laid off employees. Such list shall be in the order of the employee's seniority at the time of the layoff with the most senior being number one on the list. Such list shall also show the classification(s) for which employees are qualified. Employees on the re-employment list shall maintain seniority as provided in 7.02(c) and shall maintain recall rights for twenty-four (24) months from date of lay-off.

7.08 Recall From Lay-Off. Employees shall be recalled from lay-off in accordance with their seniority to jobs for which they are qualified. The Employer shall not employ any new employee or temporary or part-time employee in positions for which there exists a qualified employee on the re-employment list. Notice of recall shall be sent by the Employer to the laid-off employee's last known address and the laid-off employee shall be required to respond within two (2) weeks (14 days) from the date of recall. Employees who do not respond to such recall notices, shall be dropped from the list and all rights shall be lost.

7.09 Seniority/Application. Seniority for purposes of application in Sections 7.06, 7.07, and 7.08 of this Agreement shall be computed from date of hire with the County. Only severance of employment or appointment to a supervisory or managerial position shall terminate seniority under this Agreement.

## ARTICLE VIII Classification and Compensation

8.01 Salary Plan. The salary and classification as shown in Appendix A shall be the minimum salaries for the classifications shown and shall be attached hereto and made a part hereof for the life of this Agreement. This Section shall not be construed to prevent the Employer from creating new classified positions within the salary structure shown. The Employer shall notify the Union of the creation of any new bargaining unit classification and provide the Union with the job description. The Union shall have the right to grieve the placement of the classification in the pay structure within ten (10) days after receipt of notice.

8.02 Undesirable Hours Premium Pay. Employees covered by this Agreement shall receive undesirable hours premium pay as hereinafter defined:

(a) The undesirable hours period shall be defined as anytime between 6:00 p.m. and 6:00 a.m. and as anytime on Saturday and Sunday.

(b) Employees who receive time and one-half pay for time worked during such periods shall not also receive undesirable hours premium pay for the same time.

(c) Employees who take compensatory time off for hours worked during such periods shall not receive undesirable hours premium pay or its equivalent in time off.

(d) Employees shall be paid undesirable hours premium pay for work performed during the undesirable hours period at the rate of eighty cents (\$.80) per hour for work actually performed on the job.

(e) The provisions of (d) above shall be applicable once and only once to each shift starting or ending during the period described in (a) above.

8.03 Longevity. All regular full-time and regular part-time employees covered by the terms of this Agreement shall earn longevity credits as follows:

(a) Regular full-time employees shall receive one-half (1/2) a longevity credit for each bi-weekly pay period in which they receive compensation for forty (40) or more hours.

(b) Regular part-time employees shall receive one-half (1/2) a longevity credit for each eighty (80) hours of compensated time.

Effective December 24, 2006 longevity credits shall be earned prospectively as follows:

All regular employees covered by the terms of this Agreement shall receive one-half (1/2) a longevity credit for each bi-weekly pay period in which they receive compensation.

(c) Longevity pay shall be included in each employee's regular bi-weekly pay and shall have the effect of increasing the employee's basic pay as hereinafter indicated.

(d) Employees who are on military leave and who return to employment as provided in this Agreement or by law shall continue to earn longevity credits while on such leave.

(e) Employees on leave of absence without pay or on lay-off shall not earn longevity credits. However, should any such employee return with seniority rights previously established all longevity credits previously earned shall be used in computing his/her longevity. Longevity and seniority are not synonymous for the purpose of this Agreement.

(f) Each employee's rate of pay shall be increased as provided above in the following amounts:

1. Three percent (3%) to start as of the first (1st) of the pay period after the employee has earned fifty-two (52) longevity credits (after approximately four [4] years).

2. An additional three percent (3%), (total 6%), to start on the first full pay period after employee has earned one hundred seventeen (117) longevity credits (after approximately nine [9] years).

3. An additional three percent (3%), (total 9%), to start on the first full pay period after employee has earned one hundred sixty-nine (169) longevity credits (after approximately thirteen [13] years).

4. An additional three percent (3%), (total 12%), to start on the first full pay period after employee has earned two hundred twenty-one (221) longevity credits (after approximately seventeen [17] years).

#### 8.04 Salary Increments--Normal.

(a) Employees shall be hired at no less than the first or minimum step of their classification and shall be advanced to the second step or the next higher step effective as of the first day of the first bi-weekly pay period after employee has earned six and one-half (6-1/2) longevity credits. Employees shall thereafter be advanced one step in their classification salary range for each additional thirteen (13) longevity credits earned until they reach the maximum unless at least thirty (30) days prior to the annual date the department head notifies the employee in writing that the increment increase is being denied. The written denial shall give the reasons thereof and shall be grievable.

(b) At the discretion of the Employer, employees may be hired at steps above Step 1 in which case they will be advanced to steps above as is provided in (a) of this Section.

(c) Employees who are promoted or reclassified shall be advanced not less than one (1) step upon advancement, which shall not be below the first step of the range of their new classification. Upon earning six and one-half (6-1/2) longevity credits in the step of the range into which they are advanced, increment increases shall be made as provided for in (a) of this Section.

(d) Employees who are transferred laterally to another position carrying the same salary range shall receive the same salary increment steps as though they had remained in their formerly held position.

(e) The rate of pay of demoted employees shall be such rate as determined by the Employer in the range of such lower classification.

8.05 Acting Classification Pay. An employee who is assigned by management to a position classified in a higher pay range than his/her own position is classified shall, after working forty (40) hours in a higher classified position, receive additional compensation under the same provisions as provided for in Section 8.04(c) of this Agreement. The Employer shall not rotate lower classified employees through a higher classified position for the purpose of avoiding the additional pay to the lower classified employees. In the event that it shall be determined that rotation assignments are made to avoid the higher pay, the forty (40) hour delay in payment of the higher rate shall be waived for all employees so assigned.

8.06 Pay Day. Pay days shall be Fridays of alternate weeks. The Employer will make an effort, but does not guarantee, to provide pay checks on Thursdays to those employees who work ten (10) hour days and who finish their workweek on Thursday.

8.07 Licensed Practical Nurses - Charge Pay

a. Licensed Practical Nurses who are designated to serve as Charge Nurse shall receive the same differential rate paid to Registered Nurses for said duty, but no less than two dollars (\$2.00) per hour to compensate them for the performance of these duties. This differential shall only apply to hours actually worked in the capacity as Charge Nurse

b. Selection for Charge Nurse duties shall be based upon the following criteria:

1. Relevant Training
2. Relevant Work Experience
3. Ability to function as a Charge Nurse

c. Any Licensed Practical Nurse wishing to work as a Charge Nurse shall notify the Employer. The Employer shall determine whether said Licensed Practical Nurse possesses the requisite ability under paragraph 2 above. The designation of a Licensed Practical Nurse as Charge Nurse shall be based on the needs of the facility.

8.08 Equalized Paychecks - Dane County Communicators. The County and Union have agreed to a system of equalized paychecks for all Dane County communicators. The equalized paycheck amount shall be based upon 74.7 hours per pay period. The "regular rate" for purpose of the "Fair Labor Standards Act" purposes shall be the rate specified in the wage appendix to the collective bargaining agreement as if this provision on equalized paychecks was not effective. This provision is not intended to increase or decrease the pay received by communicators. If any part of the provision is deemed to be contrary to any provision of law or if this provision results in any additional salary expense to the County (additional salary expense means salary costs in excess of that which the County would be obligated without this provision, but does not include administrative costs), the entire provision shall be void and of no effect,

and the County shall revert to the practices that existed prior to the implementation of this provision.

ARTICLE IX  
Hours of Work & Overtime Compensation

The regular workday and workweek shall be as follows:

9.01 Clerical and Office Workers. Eight (8) hours per day, five (5) consecutive days, Monday through Friday, forty (40) hours per week (any deviation flextime shall be by mutual consent of the parties). Any time worked in addition to the regular workday or workweek shall be paid for as provided in 9.08.

- (a) Job Center: The County shall provide adequate security for employees during the hours of operation. Security personnel shall be on duty at the Job Center at all times that employees are present at the Job Center. Security personnel shall be available, upon request, to escort employees to their vehicles after the end of the workday. The County shall provide for good lighting of the Job Center parking lot.

9.02 (a) Badger Prairie Health Care Center Employees Who Work a Regular Rotation Schedule Other than CNA's. These employees shall work a regular rotation schedule which repeats every three (3) weeks. The schedule shall consist of one of twelve (12) rotation patterns as agreed upon by the parties. Each position shall be assigned a specific rotation schedule. Employees shall receive time and one-half (1-1/2) pay for any time worked over eight (8) hours per day and shall receive time and one-half (1-1/2) pay for any time worked outside of their regular schedule of hours or in excess of eighty (80) hours per pay period.

(b) Badger Prairie Health Care Center Employees Working as Floats For the Above Schedule and Not On A Regularly Established Schedule Other than CNA'S. These employees shall be called to work ten (10) eight hour days each pay period and shall receive time and one-half (1-1/2) pay for work over eight (8) hours per day or eighty (80) hours per pay period.

The exception to 9.02 (a) and (b) shall be that with advance approval, and upon the mutual consent of the supervisor and the affected parties, employees holding the same classification may alternate days off within the two (2) week pay period.

(c) Certified Nursing Attendant (CNA) Staffing Levels and Scheduling

1. The starting ratio shall be a minimum of 70% Core positions (fifty-six [56] positions) and a maximum of 30% Float positions. This is based on the staffing levels as of November 1, 1999. Any changes in staff assignments after February, 2000 will maintain a minimum of fifty-six (56) Core positions.

- a. It is understood that should the County desire to change the status of any CNA position but not change the total number of CNA positions, the County shall use seniority in making the selection and the employee involved shall be entitled to exercise seniority to bump a junior employee in another CNA position.

2. The following definitions apply.

- a. Core – Will be assigned to specific units and shifts with set rotating days off. Employees in this category are full-time who are guaranteed every other weekend off.

b. Shift Floats:

- i) A.M. Floats – May be assigned to any unit on the a.m. shift. Employees in this category are full-time who are guaranteed every other weekend off.
  - ii) P.M. Floats – May be assigned to any unit on the p.m. shift. Employees in this category are full-time who are guaranteed every other weekend off.
  - iii) Night Floats – May be assigned to any unit on the night shift. Employees in this category may be full-time or part-time who are guaranteed every other weekend off.
- c. Float Floats – May be assigned to any unit, any shift, with a variable rotation of days off. Employees in this category may be full-time or part-time who are guaranteed every other weekend off.

3. CNA Scheduling: CNA's employed at Badger Prairie Health Care Center shall be scheduled to have every other weekend off. Employees who work a regular rotation schedule shall receive time and one-half (1-1/2) pay for any time worked over eight (8) hours per day and shall receive time and one-half (1-1/2) pay for any time worked outside of their regular schedule of hours or in excess of eighty (80) hours per pay period. Employees working as Floats for and not on a regularly established schedule shall be called to work ten (10) eight hour days each pay period and shall receive time and one-half (1-1/2) pay for work over eight (8) hours per day or eighty (80) hours per pay period.

Bi-weekly work schedules shall be posted at least two (2) weeks in advance. The Employer shall first attempt to fill open shift CNA slots by utilizing employee volunteers for whom such work would not constitute overtime. Such volunteers shall include Limited Term Employees (LTE's). Solicitation for employees to fill these openings shall be the same as noted below. Such extra work assignments for benefited employees shall be made on the basis of seniority, with the most senior employees assigned first. Extra non-overtime hours shall be given to part-time FTE employees prior to LTE's. In order to qualify to work these extra hours, employees must first work every other weekend or the equivalent two (2) weekends per month.

Overtime assignments: Overtime slots shall be primarily filled on a voluntary basis, however, in circumstances where an open slot cannot be filled by a CNA volunteer, the Employer may mandate overtime as provided herein. The principle of seniority shall apply as provided herein.

a. Voluntary Overtime: Voluntary overtime is overtime that is not mandated. Voluntary overtime assignments shall be made on the basis of seniority, with the most senior employees assigned first. The Employer shall solicit employee interest for working overtime or work beyond his/her FTE in the following ways:

i) The Employer shall post a sign-up sheet when posting the work schedule. Employees may sign-up to fill open shift slots. Employees may sign-up to cover all or part of a shift. Employees may state a unit preference, but it is not guaranteed. Employees available to work an entire shift shall be given priority. Once the entire shift has been awarded to an employee, that employee cannot split that shift with another employee. If the shift coverage is provided by one (1) employee, or by two (2) employees who split the shift, they will be confirmed after a twenty-four (24) hour bumping period has passed.

ii) A calendar shall be maintained in the Unit Clerk Office. Employees may add their name and seniority number to this calendar for days/shifts on which they are available for overtime work. Employees may state a unit preference, but it is not guaranteed. Employees shall not sign-up for such voluntary duty more than three (3) days in advance. Requests made more than three (3) days in advance shall be disregarded. Calls to employees from the calendar shall be made in seniority order. However, if the employee does not answer the call,

the Employer may proceed to contact the next senior employee. The Employer shall attempt to leave a message before proceeding.

b. Voluntary Overtime assignment procedure: Employees who volunteer to work overtime can bump any Float off of any unit for that shift regardless of seniority. The Float who is bumped must go to the unit where the open CNA shift slot is located, except if said Float has not been orientated for that slot, then one (1) additional bump may occur for said employee to work on an unit that they have been orientated to and another Float shall be assigned to fill the original opening.

c. Mandated Overtime: When a CNA slot opens two (2) hours or less prior to that shift and it cannot be filled voluntarily, the Employer may mandate overtime for that shift for employees who are working on the shift preceding the shift with the opening. However, employees can be only mandated to fill the work need which may be less than a full shift. CNA's working that preceding shift in the entire facility are subject to mandation, except for employees with less than three (3) months service as a CNA with the Employer, those part-time employees voluntarily working over the amount of hours originally scheduled for that day and those employees who have certified medical excuses. Mandation shall be made in reverse seniority order, with the junior employee working in the facility on the preceding shift being mandated first. Once mandated, the employee cannot be mandated again until all other non-exempt employees working on a shift that is being mandated have been mandated. A new mandation calendar will be posted each calendar year. Passes may be used for a one (1) time exemption in accordance with the Memorandum of Understanding between the parties. All CNA's, except Core night shift and night shift float employees, will receive two (2) passes per year (January through December); Core night shift and night shift float employees shall receive four (4) passes per year. Use of a pass is not considered as having worked a mandated shift. Mandated employees can bump any Float off of any unit for that shift regardless of seniority. If there is more than one (1) open slot on a shift, they shall be selected by mandated employees by seniority, with the senior employee picking first.

4. Scheduling Principles: The following are scheduling principles that have been agreed upon by the parties:

- a. There is no limit on the amount of overtime that an employee may volunteer for.
- b. Employees shall work without an orientation shift for overtime on any unit in the facility.
- c. The Employer shall not hire any new employees at less than 0.2 FTE.
- d. The number of Full-time Float Floats shall not exceed eleven (11), unless otherwise agreed to by the parties.
- e. Neither the Employer nor employees shall individually bargain about shift changes.
- f. If an employee calls in absent more than two (2) weekend shifts per calendar year, they shall be required to make up said number of shifts during that year with two week's advance notice. Said make up shifts shall be scheduled as near to the shift(s) absent as is possible. If an employee calls in on a Saturday and Sunday, the make up will be in a Saturday and Sunday block. If the employee calls in for one (1) weekend shift, the County can schedule the make up on either a Saturday or Sunday. A supplemental day off shall be scheduled during the week of the make up shift to avoid overtime. Core and Shift Float employees shall remain in their assigned position.

- g. The Employer shall recruit for persons interested in working weekends only (0.2 FTE).
- h. This schedule requires three (3) Core employees to move to a different unit two (2) times per pay period. The movement shall be between 3 South and 3 North on the A.M. and P.M. shifts and between 2 North and 2 South on the P.M. shift. When a Core employee who alternates between two (2) units is scheduled off their primary unit and a Float is scheduled on that unit, the Core employee will assume their primary position, at his/her request, and the Float will move.
- i. CNA staffing:
  - a) Monitor. The County and the Union shall monitor CNA staffing levels within the various units at BPHCC.
  - b) Trigger. When it is determined that base CNA staffing levels on a shift have been exceeded, the County has the right to send certain CNA staff home pursuant to paragraph 3, below.
  - c) Excess Staffing: In the event the CNA's present on a shift exceed the staffing level, the County shall send staff home in the following order:
    - i Employees on overtime, by reverse order of seniority.
    - ii Volunteers:
      - a. Volunteers shall request to be placed on a "go home" list after reporting to work but before the start of the shift. The most senior employee on the list shall be allowed to go home.
      - b. If no requests have been made to go home or the maximum staffing level is still exceeded, volunteers shall be solicited by means of overhead paging. The most senior of the volunteers shall be allowed to go home.
      - c. Limited term employees
      - d. FTE's working beyond their designated percentage.
      - e. If after following steps 1 through 4, the number of CNA's needed to be sent home is not met when the CNA staffing levels on a shift have been exceeded by two (2) or more acuity three (3) times in a three (3) month reference period, then commencing with the fourth occurrence where the CNA staffing levels on a shift have been exceeded by two (2) or more acuity in that reference period, the County, after following steps 1 through 4, may send home FTE's according to reverse order of seniority (least senior CNA who has not been sent home in the calendar year). FTE's may only be sent home once each calendar year.

Employees who are sent home under this provision may, at their option, elect to use available vacation or holiday time or they may choose to take the time off without pay, to cover their time.

- j. Employees sent home under this provision shall receive a minimum of one (1) hour of pay.
- k. Reference period. The reference period for this provision shall be quarterly.
- l. Record Keeping. The County shall maintain a written record of each occurrence of overstaffing leading up to the trigger, and a written record of each situation when a CNA is sent home. This data shall be provided to the Union upon request.

5. Cost Containment Features:

- a. The standard number of orientation shifts for new employees shall be two (2) per unit, unless the County determines otherwise.
- b. LTE's shall be paid time and one-half (1-1/2) their regular hourly rate for all hours worked on a contractual holiday.
- c. The County may limit paid time off to participate in blood drives.
- d. The employer may encourage but not require employees to go home early if it is quiet on a unit.

(d) Licensed Practical Nurses shall have their schedules of work for each bi-weekly pay period posted by 12:00 p.m. on each Friday preceding a bi-weekly pay period. The schedule shall include two (2) a.m. shifts and two (2) p.m. shifts to be picked on the basis of seniority. The equivalent hours of each shift will be equal to the FTE of the employees who select the shifts. To the extent possible, requests for specific units will be honored in order to maintain continuity of care. Licensed Practical Nurses shall be scheduled for off-duty every other weekend (voluntary switches of weekend duty shall not result in overtime). Any time worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid for as provided for in 9.08.

(e) All Other Badger Prairie Health Care Center Employees. Employees not referred to in (a) through (d) above shall have a regular schedule of eight (8) hours per day, forty (40) hours per week and any time worked in addition to the regular schedule shall be paid for as provided in 9.08.

(f) Notwithstanding the foregoing, the Employer and the Union agree that the employer may schedule employees of the Badger Prairie Health Care Center to work a shift of eight (8) hours in a span not to exceed eight and one-half (8-1/2) hours. The span shall include a one-half (1/2) hour unpaid lunch period.

9.03 Building and Grounds Service and Maintenance Employees (Courthouse, Lakeview Annex and Public Works). Eight (8) hours per day, forty (40) hours per week; any time worked in addition to the regular eight (8) hour day or forty (40) hour week shall be paid for as provided in 9.08.

9.04 Parks Department Workweek. Parks Department employees as assigned by management shall work five (5) consecutive eight (8) hour days or four (4) consecutive ten (10) hour days per week. Those employees that are assigned to work on weekends (Saturdays and/or Sundays) shall be so assigned in order of seniority with the most junior first assigned. The workweek shall further provide consecutive days off.

9.05 Juvenile Court Program employees shall have a workweek that provides consecutive days off. Employees shall receive overtime compensation for all time worked over eight (8) hours per

day, forty (40) hours per week or outside the regular work schedule. A Juvenile Court Worker on each shift will be assigned as the Shift Leader, except when a Lead Juvenile Court Worker is working on a particular shift. Employees so assigned will receive a Shift Leader premium of sixty cents (\$.60) per hour. However, if a Lead Juvenile Court Worker is working on a particular shift, that person shall be considered the Shift Leader, but s/he shall not receive the Shift Leader premium pay.

9.06 Call In. All County employees shall respond to a call to work outside of their regular schedule of hours by their department head or others designated by the department head. A minimum of two (2) hours shall be granted to any employee who is called to work outside of his/her regular schedule of hours or who reports to work as scheduled and is sent home. Only department heads or those designated by department heads shall have the authority to work more than the regular schedule of hours or direct other employee to work overtime. No employee shall be sent home or denied his/her regular work schedule of hours to avoid the payment of overtime.

9.07 Computation of Time Worked. For the purpose of computing overtime on a weekly or daily basis, any time for which an employee received pay shall be counted as time worked.

9.08 Overtime Rate. The overtime rate of pay shall be one and one-half (1-1/2) times the hourly rate of pay (including longevity pay) for each employee covered by the terms of this Agreement. Employees who work overtime, may upon mutual agreement between the employee and department head, receive compensatory time off for such work in lieu of cash payment. Compensatory time off shall accrue at the rate of one and one-half (1-1/2) hours for each overtime hour worked but shall not exceed fifty (50) hours payable as seventy-five (75) hours of compensatory time, at any time. Employees who have accrued seventy-five (75) hours of compensatory time may earn additional compensatory time during the payroll year when their accrual is reduced below seventy-five (75) hours. Such accrued compensatory leave time shall be taken at a mutually agreeable time. On the last pay period of the payroll year all compensatory leave accrued during that payroll year which was not taken as compensatory leave shall be paid out in cash, except that at the employee's discretion, employees may carryover up to forty-five (45) compensatory hours (thirty [30] hours payable as forty-five [45]).

9.09 Ten Hour Day Holidays. Employees working a schedule of four (4) ten (10) hour days shall receive holiday pay on the basis of ten (10) hour days when such named holiday falls on one of the scheduled ten (10) hour work days.

9.10 Rest Breaks. For every four (4) hours worked there shall be a fifteen (15) minute rest break provided employees. Under necessary circumstances, such breaks are to be taken to permit ease of recall to work if needed.

9.11(a) Public Safety Communication Department. Former City of Madison employees who transferred to County service with the creation of the Public Safety Communication Department shall have all seniority and longevity credits earned with the City of Madison transferred to the County, and such seniority shall be co-mingled with that of County employees. Said employees shall have all rights to benefits that would have been attained had they been County employees during the entire time of their employment with the City of Madison and the County of Dane.

(b) Employees shall be scheduled on a repeating work cycle that will generate two (2) days on for every one (1) day off or its equivalent (examples 4-2, 4-2 or 5-2, 5-3). Employees shall receive overtime pay for any time worked in excess of eight (8) hours per day or outside their regular schedule of hours.

(c) A minimum of two (2) hours pay at time and one-half (1-1/2) in the event of a court appearance cancellation within twelve (12) hours of the scheduled court appearance time.

(d) An employee shall work in accordance with the hourly or daily work schedules established and posted by the employer. Shift schedules will not be changed for arbitrary or capricious reasons or to avoid the payment of overtime.

1. When a vacancy occurs on a shift within the department, such vacancy shall be posted for transfer opportunity of department employees prior to being posted outside the department. The senior qualified employee who has applied for the vacancy and who has been employed for more than three (3) years within the classification shall be granted the shift vacancy provided, however, that the employer shall have the right to maintain sufficient experienced staff (defined as three (3) years or more of experience) on each shift.

(e) Any time worked in excess of fourteen (14) hours per shift shall be paid for at the rate of two (2) times the hourly rate of pay; this shall not cause overtime pyramiding.

(f) Employees shall, so long as they continue in the position held at the time of transfer from the City of Madison, receive pay as established for them prior to the transfer and set forth below. It is further understood that it is the intention of the parties that if and when changes are negotiated in Appendix A of this Agreement, such changes will also be reflected in this Article.

The pay rate for the wage step with 71.5 longevity credits for employees hired before November 17, 1988 shall be \$21.88 effective December 24, 2006; \$22.10 effective June 24, 2007; \$22.65 effective December 23, 2007; \$22.88 effective June 22, 2008; \$23.45 effective December 21, 2008; \$23.80 effective June 21, 2009.

#### 9.12 Jail Clerks and Sheriff Aides.

(a) Seniority shall be used for the assignment of vacant shifts.

#### (b) Work Schedule

1. Jail Clerks and Sheriff Aides shall work a schedule of straight eight (8) hour shifts.

2. It is understood that workers are responsible for communicating with their relief as to the status of their shift and to close out necessary details pertaining to the shift.

3. Breaks will be taken consistent with Section 9.10. There will not be designated break times. Breaks will be taken to permit ease of recall to work and may be restricted to a designated break area within the building.

4. The Jail Clerks schedule will follow a 5-2, 5-3 work cycle, i.e. five (5) days on, two (2) days off, etc.

### ARTICLE X Paid Holidays

10.01 The following are determined to be holidays:

- (1) January 1st
- (2) Martin Luther King Jr. Birthday (third Monday in January)
- (3) Memorial Day (last Monday in May)
- (4) July 4th
- (5) First Monday in September (Labor Day)
- (6) Fourth Thursday of November (Thanksgiving Day)
- (7) Day first following Thanksgiving Day
- (8) December 24

- (9) December 25
- (10) December 31
- (11) Thirty-two (32) additional hours with such hours or fraction thereof to be selected by the employee subject to advance department head approval.

10.02 Holidays on Days Off. Whenever any of said holidays shall fall on Sunday, the succeeding Monday shall be the holiday. If said holidays fall on a Saturday, or on a regular scheduled day of work or a regularly scheduled day off, the employee affected shall be granted a compensatory day off with pay; such compensatory time off to be selected by the employee subject to approval of the department head.

10.03 Holiday Carry Over. When holiday credits are not used within the payroll year in which they are earned they may be carried over but must be used by the end of the first bi-weekly pay period falling in October of the succeeding year or they shall be lost.

10.04 Holidays Worked. In the event that an employee shall be required to work on a holiday, he/she shall receive time and one-half (1-1/2) pay in addition to compensatory time off for all hours worked on the holiday.

10.05 Fixed Holidays Falling on Sundays. In the event that a fixed holiday falls on a Sunday, employees required to work on such Sunday shall receive time and one-half (1-1/2) pay for such hours worked.

## ARTICLE XI Annual Vacations

11.01 Rate of Earning Vacation Credits. All employees covered by this Agreement shall earn annual paid vacation credits as per the following (year meaning twenty [26] pay periods or a contract year):

(a) 1st year thru 5th year, eighty (80) hours for each thirteen (13) longevity credits--full-time equivalent, two (2) calendar weeks.

(b) 6th year thru the 10th year, one hundred twenty (120) hours for each thirteen (13) longevity credits--full-time equivalent, three (3) calendar weeks.

(c) 11th year thru 14th year, one hundred thirty-six (136) hours (effective December 23, 2007 - 144 hours, effective December 21, 2008 - 152 hours) for each thirteen (13) longevity credits--full-time equivalent, three (3) calendar weeks and two (2) days [effective December 23, 2007 - 3 calendar weeks and 3 days; effective December 21, 2008 - 3 calendar weeks and 4 days].

(d) 15th year thru 20th year, one hundred sixty (160) hours (effective December 23, 2007 - 168 hours, effective December 21, 2008 - 176 hours) for each thirteen (13) longevity credits--full-time equivalent, four (4) calendar weeks [effective December 23, 2007 - 4 calendar weeks and 1 day; effective December 21, 2008 - 4 calendar weeks and 2 days].

(e) 21st year and thereafter, two hundred sixteen (216) hours for each thirteen (13) longevity credits—full-time equivalent, five (5) calendar weeks and two (2) days.

(f) Each employee shall be compensated while on vacation at the rate of pay in effect for him/her at the time vacation credits are used; part-time employees shall earn vacation credits pro-rata.

11.02 Use of Vacation Credits.

(a) New employees while on their six (6) months probationary period shall earn but not receive vacation. Upon completion of six (6) months of employment they shall be entitled to use their vacation.

(b) Employees shall be entitled to use vacation during the contract year in which they are earning said vacation credits; however, should any employee become overdrawn on vacation credits an adjustment shall be made no later than the end of March of the following contract year, which will correct the overdraft of vacation credit. Should an employee terminate for any reason with an overdraft of vacation credit, the Employer shall be entitled to an equivalent offset against any monies due the employee or to otherwise recover such overdraft.

#### 11.03 Selection of Vacation.

(a) Each Dane County department head shall designate vacation periods for employees within his/her department according to classification or types of job of employees. Such vacation periods as are designated shall be sufficient to allow all employees to select their vacations. Employees shall be allowed to select their vacations from the designated period according to their seniority with the County.

(b) It is the policy of the parties to this Agreement to encourage employees to use all vacation credits annually. No employee having properly selected his/her vacation according to his/her seniority shall be denied such vacation. If, however, because of labor shortages or work requirements, an employee shall be persuaded to delay his/her vacation, it shall remain to the employee's credit. If an employee does not select a vacation during the designated period and it appears evident that vacation credits will be carried into the following calendar year, the department head may assign the employee to a vacation period. When all vacation credits are not used during years in which they are earned, such remaining vacation credits as employees may have, shall be carried forward for each employee into the following year and used by the end of the first bi-weekly pay period falling in October of that year or shall be transferred to the Vacation Bank, if possible. If all or a portion of such transfer is not permitted under the terms of this contract that portion shall be lost. Employees shall be notified of approved or denied requests for vacation of forty (40) consecutive work hours or more within fifteen (15) days of the date of the request.

(c) Employees shall be encouraged to use vacations in sustained periods of one (1) or more weeks, thereby deriving what is commonly accepted as the greatest value from the vacation. In the event that an employee shall wish to use vacations in small increments this provision shall not be a bar to such use. Such smaller increments of vacation credit use shall be allowed with department head approval where such use does not interfere with the normal use of vacation credit by other employees or adversely affect departmental operation.

#### 11.04 Vacation Bank. A Vacation Bank shall be established for each employee as follows:

(a) Employees are entitled to contribute up to four hundred (400) hours of vacation time to a Vacation Bank.

(b) The maximum amount that can be contributed to the Vacation Bank each year shall be based upon the rate of vacation the employee earns each year commencing when the employee earns annual vacation at a rate equal to or greater than 120 hours of vacation per year. Employees earning annual vacation at a rate equal to or greater than 120 hours per year may contribute up to a maximum of one half the annual rate of earnings each year.

(1)

(c) Employees may contribute vacation to their Bank at any time during the year in which it is earned but no later than the end of the first bi-weekly pay period falling in October of the year following the year in which said vacation time was earned.

(d) Employees may use vacation time from their Bank according to the normal procedures used for the use of vacation contained in this agreement.

(e) Upon termination of employment or retirement all time remaining in the Vacation Bank shall be paid at the employee's normal rate of pay (including longevity pay).

## ARTICLE XII Sick Leave

### 12.01 Sick Leave with Pay Credits.

(a) All full-time employees covered by this Agreement shall be granted sick leave with pay credit at the rate of four (4) hours of sick leave for each bi-weekly pay period during which an employee receives compensation for forty (40) or more hours of work or the equivalent compensation. Part-time employees shall earn sick leave credits on pro-rata basis.

(b) The maximum accumulation of sick leave shall not exceed one thousand seven hundred (1,700) hours on the last date of each contract year.

12.02 Sick Leave Definition. Sick leave shall be defined as time off the job with pay because of: illness, bodily injury, exposure to a contagious disease, attendance upon members of the immediate family; and diagnostic treatment, dental procedures and opticians services when such services are performed by duly licensed practitioners.

### 12.03 Use of Sick Leave Credits.

(a) Employees shall inform their supervisor or department head as is appropriate of their need to be absent prior to their regularly scheduled starting time the first day and each day thereafter when return to work is doubtful; when their absence can be anticipated because of an appointment, such notice shall precede the absence by five (5) days when possible. The time off on sick leave for such appointments as are necessary shall be the minimum time required by the employee; but where it is possible for the employee to do so and in the interests of departmental efficiency, such appointments will be scheduled as near as possible to the end of the work day.

(b) Employees may use sick leave credits for temporary emergency care of ill or injured members of their immediate family (defined in 12.04 below), not to exceed five (5) days for any one (1) illness or injury; however, the five (5) days may be extended in unusual circumstances with prior Employer approval.

(c) If an employee is absent from work for any of the reasons set forth under 12.02 of the Article, and at such time has accumulated insufficient sick leave credits to cover the time lost, the amount of time lost shall be deducted from current earnings of said employee, provided, however, that for each month worked during such calendar year by said employee during which no sick leave is taken, said employee shall be reimbursed for the time he/she had lost as a consequence of the insufficient accumulation of sick leave credits.

(d) Employees may at their option use vacation credits, holiday credits, or compensatory time due, to extend sick leave.

12.04 Immediate Family Definition. An employee's immediate family shall be the following relations of the employee, his/her spouse or his/her family partner: spouse, children, step-children, foster children, siblings, step-siblings, parents, step-parents, foster parents, grandchildren, grandparents, brother-in-law, sister-in-law, son-in-law and daughter-in-law. Also included are other relatives of the employee, spouse or family partner residing in the employee's household. Family partner shall be defined as provided in Section 13.08 herein.

12.05 Physical Examination by County Doctor. In the event that an employee shall have been absent under the provisions of this Article and returns to work without release from his/her own doctor, satisfactory to the Employer, the Employer shall have the right to direct the employee to a doctor selected and paid by the employer. In the event that the employee shall be found fit to return to work, he/she shall be made whole for any necessary travel expense or loss of earnings incurred as a result of being directed to the County Doctor. The Employer may require at the Employer's expense a medical certificate or other appropriate verification of sick leave absence.

ARTICLE XIII  
Leave of Absence

13.01 Leave without Pay. Upon the recommendation of the department head, the Personnel Manager may grant to an employee a leave of absence without pay for a period not to exceed six (6) months. Only when the County Board elects or appoints a County employee to fill the unexpired term of an elected official may the Personnel and Finance Committee grant a leave for a period in excess of six (6) months, but in no case shall a leave be granted beyond the length of the unexpired term. Such employee shall be entitled to return to the position he/she left before the end of the leave granted by first giving fourteen (14) days' notice of his/her intention to return to work. In making application for such leave of absence, the employee shall submit a written application stating the reason for the requested leave of absence. The leave when granted shall be in writing with the employee and the President of his/her Union each receiving a copy. The Personnel Manager may request the employee to submit a doctor's statement if leave is requested for health reasons.

13.02 Leave Appeal. In the event that a Department Head and/or the Personnel Manager shall refuse to grant a leave of absence for an employee, such employee may be granted a leave of absence by the Personnel and Finance Committee.

13.03 Disability Leave of Absence Without Pay.

(a) Disabled employees shall be entitled to a leave of absence without pay for a period not to exceed six (6) months, subject to the following provisions:

1. The employee shall apply in writing for such leave to the Employer.
2. The Employer may require the employee to submit a physician's report to further verify the extent of the disability.
3. The Employer shall have the right to receive a satisfactory request from the employee to return to work and a satisfactory physician's statement of release for work from his/her physician before allowing the employee to return to work. If the physician's release is not satisfactory to the Employer, the Employer will direct the employee to a physician selected and paid for by the Employer for examination to determine if the employee is fit to return to his/her position. In the event that the employee shall be found fit to return to his/her position, the employee shall be returned to his/her position and made whole for any necessary travel expense from and to his/her home involved in his/her examination by the Employer's appointed physician or loss of earnings incurred as a result of being directed to the Employer's physician.

In the event that the Employer's physician does not find the employee fit to return to his/her position, and the employee's physician disagrees with the Employer's physician's finding, a third

physician shall be mutually selected by the Employer and employee to make the final determination on the employee's fitness. The fees charged by the third physician in connection with that physician determining the fitness of the employee to return to his/her position shall be shared equally by the Employer and the employee.

(b) In the event the employee is unable to return to work at the end of the aforementioned six (6) months, the employee shall be placed in a layoff status for a period not to exceed an additional eighteen (18) months.

1. During the period of layoff, should the employee's physician approve, in writing, the employee's return to work, said employee may, on the basis of the general seniority and provided he/she has the ability to do the work, displace the most junior employee in any job classification equal to or lower in grade than his/her original position within the bargaining unit.

2. An employee's general seniority shall be frozen thirty (30) days from the initial date of said disability leave.

3. During all such time an employee is on leave of absence or on layoff and unemployed, he/she shall have the option of being included in the group health insurance plans in force provided that he/she shall pay all premiums to the Employer prior to the tenth (10th) day of the month preceding the month of coverage. Failure to make timely payments to the Employer shall be grounds for termination of coverage from the group plans.

13.04 Pregnancy Leave. Employees shall be entitled to pregnancy leave without pay for a period not to exceed three (3) months. Commencement of and return from such leave shall be at the times certified by the employee's doctor if so required by the employee's department head and/or the Personnel Manager. Whenever possible the employee shall provide the Employer with fourteen (14) days notice prior to the commencement of her pregnancy leave. Such employee shall be entitled to return to the position she left before the end of the leave by first giving fourteen (14) days notice to her department head of her intention to return to work.

13.05 Military Leave of Absence. A leave of absence shall be granted to employees who are drafted, enlist or are called to active duty in the armed forces for our Country. Officials and employees of the County other than those employed on a provisional, temporary or seasonal basis, and including those employees certified to permanent positions who have served at least three (3) months of their probationary period, who are duly enrolled members of the reserve components of the armed forces of the United States are entitled to leave of absence without loss of time in their service of the County to enable them to attend field camps of instruction or schools which have been duly ordered held, but not to exceed a ten (10) day period in the calendar year. Where the base salaries paid for attendance at such field camps of instruction or schools is less than the salary paid by the County for such employee for the same number of days of work, the County shall reimburse said employee for the loss occasioned by such difference in pay. Where the base salary paid to such employee for attendance at such camp of instruction or schools is equal to or greater than the salary paid by the County for such employee for the same number of days of work, no compensation shall be paid said employee during his/her absence at such camp of instruction or schools. The leave granted by this Section is in addition to all other leaves granted or authorized by any other provisions of the Agreement or County Ordinances and the time of the leave granted under this Section shall not be deemed a part of any leave granted or authorized by any other provisions of this Agreement. For the purpose of determining seniority pay or salary advancement, that status of the employee shall be considered as though not interrupted by such attendance.

13.06 Jury Duty. An employee serving on a jury shall remain on the payroll and receive the difference between his/her regular normal pay and the amount he/she receives for jury service, or he/she may elect to use accumulated vacation, holidays, and overtime credits which may be due him/her and in which case he/she shall receive his/her pay for jury service plus full pay.

13.07 Salary Deductions. When it is necessary to make a deduction from salary or wages for time away from work, such deduction shall be equal to the number of hours missed, multiplied by the hourly rate as shown in Appendix A.

13.08 Death In Immediate Family.

(a) Permanent employees shall be allowed three (3) consecutive work days leave with pay in the event of the death of the following relations of the employee, his/her spouse or his/her family partner: spouse, children, step-children, sponsored adult, foster children, siblings, step-siblings, parents, step-parents, foster parents, grandchildren, grandparents, brother-in-law, sister-in-law, son-in-law and daughter-in-law. Such leave shall be prorated for part-time employees (i.e., half-time employees get three [3] half-days, etc.).

(b) In the event of the death of a member of the employee's family, other than those set forth in (a) above, the employee shall be entitled to one (1) working day leave with pay and such leave shall be charged against the compensatory leave time balance of the employee. In the absence of compensatory leave time, the leave may be charged to any other accrued paid leave time. Additional leave may be granted at the discretion of the Personnel Manager and such leave shall be charged as provided herein.

(c) The following definitions pertain to the phrase "alternative family" as used in 13.08(a) above.

1. Alternative family - shall mean two adults and their dependents, if any, provided the adults sign an affidavit and file same in the office of the Employee Relations Manager indicating that:

a. They are in a relationship of mutual support, caring and commitment; and

b. They are not married (unless they are married to each other) or legally separated and, if either party has been a party to an action or proceeding for divorce or annulment, at least six (6) months have elapsed since the date of the judgment terminating the marriage; and

c. Neither family partner is currently registered in an alternative family with a different family partner and, if either partner has previously been registered as a family partner in an alternative family, at least six (6) months have elapsed since the effective date of termination of that registration; and

d. Both are eighteen (18) years of age or older; and

e. Both are competent to contract; and

f. They are occupying the same dwelling unit as a single, nonprofit housekeeping unit, whose relationship is of permanent and distinct domestic character and they share common cooking facilities; and

g. They are not in a relationship that is merely temporary, social, political, commercial or economic in nature; and

h. Both agree to notify the Employee Relations Manager of any change in the status of their alternative family relationship.

2. Family partner – shall mean those adults in a registered alternative family.

3. Dependent – shall mean one who lives with a registered alternative family and is:

- a. A biological child of the family partner; or
- b. A dependent as defined under IRS regulations; or
- c. A ward of a family partner as determined in a guardianship proceeding; or
- d. A person adopted by a family partner.

4. Mutual support – shall mean that the family partners contribute mutually to the maintenance and support of the alternative family throughout its existence.

13.09 Job Opening Examinations. Employees shall be permitted required time away from their job with pay for the purpose of taking County job opening examinations and interviews.

13.10 Leave for Union Activity.

(a) Members and officers of the Union, with the approval of the Union, may request a leave of absence for Union activity. If the intended duration of such leave is more than forty (40) hours in a pay period, the terms of this Section shall apply.

(b) Requests for such a leave shall be directed to the employee's department head. Employees shall give as much advance notice as possible, but in no event, less than ten (10) working days notice. The department head may waive the notice.

(c) The grant of such a leave is subject to the approval of the department head based on staffing, workload or other legitimate business concerns. The department head may also limit the number of employees on such leave at any one time. Such leave shall not exceed ninety (90) calendar days, except that extensions may be granted upon mutual agreement.

(d) Employees on such a leave shall continue in pay status through the period of the leave. Council 40, AFSCME will reimburse the County for all direct wage and wage-related payments (hourly rate, longevity, FICA, WRS) received by the employee on leave. The County will periodically bill Council 40 for the amount paid and Council 40 will reimburse the County within thirty (30) calendar days of billing. All obligations under this section shall cease and any leave granted hereunder shall terminate if Council 40, AFSCME fails to reimburse when due.

(e) It is expressly understood that employees who have been granted a leave for Union activity are not working within the scope of their employment during the period of such leave.

(f) Appeals of denials of leave requests shall be processed exclusively under the provisions of Section 13.02.

13.11 Election Officials

(a) An employee appointed to serve as an election official is not required to work during the 24-hour period of an election day (12:00 a.m. to 11:59 p.m.) He or she may use personal time or county time under the following circumstances.

1. If the hours of work and the hours as an election official are concurrent:

a. the employee may use his or her vacation, holiday and overtime credits during the period of time he or she would have been scheduled to work and serves as an election official. In such case, the employee receives normal pay and in addition is allowed to retain any compensation received for serving as an election official, or

b. the employee may remain on the payroll and receive the difference between his or her regular salary and the amount received for serving as an election official.

2. If the hours of work and the hours as an election official are partially concurrent:

a. the employee may use his or her vacation, holiday and overtime credits during the period of time he or she would have been scheduled to work and serves as an election official. In such case, the employee receives normal pay and in addition is allowed to retain any compensation received for serving as an election official, or

b. the employee may remain on the payroll and receive the difference between his or her regular salary and the amount received for serving as an election official for the hours that are concurrent. The employee will retain any compensation received serving as an election official for hours not concurrent with work hours. The offset for election pay applies only to those hours that are concurrent.

3. If the hours of work and the hours as an election official are not concurrent.

a. the employee may use his or her vacation, holiday and overtime credits; the compensation received for serving as an election official does not affect the employee's compensation from the employer, or

b. the employee may remain on the payroll; the compensation received for serving as an election official does not affect the employee's compensation from the employer.

(b) An employee who serves as an election official shall provide the appointing authority with at least seven (7) days' notice of anticipated service as an election official.

## ARTICLE XIV Insurance

### 14.01 Health and Dental Insurance.

(a) A group hospital, surgical, major medical and dental plan as agreed to by the parties shall be available to employees. In the event the Employer shall propose a change in this plan, this Contract shall be reopened for purposes of negotiations on such a proposed change. For group health insurance the Employer shall pay up to four hundred eighty eight dollars and eighty seven cents (\$488.87) per month for employees desiring the "single plan" and up to one thousand one hundred two dollars and eighty-nine cents (\$1102.89) per month for employees desiring the "family plan". Employees with a spouse on Medicare Plus will receive a payment not to exceed that paid by the Employer for family coverage. If the health insurance premiums are raised during the term of this agreement, the dollar contribution caps cited herein shall be adjusted by the percentage equal to the increase in the premiums for the point of enrollment plans.

The health insurance plan shall authorize coverage for the domestic partner of its employees. Such coverage shall be on the same basis as those participating in the family plan. Domestic Partner shall mean the same sex partner or different sex partner of an employee consistent with the criteria established by the parties relating to Alternative Family.

For group dental insurance for 2007 the Employer shall pay up to thirty six dollars and thirty four cents (\$36.34) [for 2008 thirty nine dollars and seventy nine cents (\$39.79)] per month for employees desiring the "single plan", and up to one hundred two dollars and forty three cents (\$102.43) [for 2008 one hundred twelve dollars and sixteen cents (\$112.16)] per month for those desiring the "family plan." For group dental insurance for 2009 the contribution caps cited herein shall be adjusted to reflect the actual premium costs.

The dental insurance plan shall authorize coverage for the domestic partner of its employees. Such coverage shall be on the same basis as those participating in the family plan. Domestic Partner shall mean the same sex partner or different sex partner of an employee consistent with the criteria established by the parties relating to Alternative Family.

(b) The Employer agrees that employees and their dependents selecting a health care provider offering Dane County both the Point of Enrollment/Point of Service and HMO plans will be allowed one (1) thirty (30) day enrollment period per year during which time an employee enrolled in the plan specified above can choose between that provider's POE/POS or HMO. The Employer agrees to pay costs for employees and dependents choosing other plans equal to the dollar amounts stated in 14.01(a).

(c) Employees on a leave of absence without pay, on layoff status, or who are retired and desirous of maintaining group insurance coverage shall make the required payments directly to the insurer, prior to the 10th of the month preceding month of coverage. Failure to make timely payments shall be grounds for termination from the group plan. The above requirement shall not apply to retired employees who are using accumulated sick leave to pay for insurance coverage under Section 15.02 herein.

(d) Effective January 1, 1986, for permanent employees working less than full time, the County shall pay the health and dental premium contributions as provided in (a) above on a pro rata basis to the closest 10% incremental equivalent, as determined by the percentage of time compensated the employee. Time worked shall be initially established by the number of hours budgeted for the position, based upon a full time equivalency of 2,080 hours in a payroll year. When a department head determines that an employee's work time will increase or decrease by more than 10% during a three (3) month period of time or more, the County's health and dental premium contribution shall be adjusted accordingly, effective with the next premium contribution payment by the County. Effective no later than June 22, 2008, for permanent employees working less than full time, the County shall pay the health and dental premium contributions as provided in (a) above on a pro rata basis. The County will, on a quarterly basis, average the number of hours worked in the preceding quarter, as compared to a full time employee. This percentage will be used in the subsequent quarter as the share of insurance premiums paid by the County and the share paid by the employee. The calculated percentage will remain in effect for the next three months, at which time a new calculation will be made, using the hours worked in that quarter. The average hours worked, compared to a full time employee will continue to be updated each quarter, based on the previous quarter's hours worked, and will be applied to the upcoming quarter's insurance premium. The proration calculation shall not be reduced below the full-time equivalent (FTE) level certified for the position. Permanent part time employees and job sharers who are currently receiving the full County health and dental premium contribution as of March 16, 1985 shall be grandfathered (i.e., continue to receive the full contribution until such time as the employee resigns, retires or assumes permanent full time employment). [Note the Memorandum of Understanding relating to .2 FTE at the Badger Prairie Health Care Center shall continue in effect until the change noted above is implemented on or before June 22, 2008.]

14.02 Life Insurance. The Employer agrees that it will participate in a group life insurance plan on a share cost basis with said plan to be at least equal to the cost-benefit structure of the State Group Life Insurance plan in effect during 1977. Under this plan each employee has the option of participating. The amount of life insurance is fixed at \$1,000 for each \$1,000 or fraction thereof of annual income for each employee. This Section shall be subject to renegotiation in the event the Employer shall propose a substitute.

14.03 Retirement. Each employee shall be a participant of the Wisconsin State Retirement Plan as provided by Wisconsin Statutes and rules established by the Wisconsin Retirement Fund

Board. The Employer shall pay the employee's share of the contributions but not to exceed six point five percent (6.5%) of salary.

14.04 Unemployment Compensation. The Employer will continue to provide Unemployment Compensation Insurance.

14.05 Worker's Compensation. In the event that an employee covered by this Agreement is injured while at work and as a consequence of said injury receives Worker's Compensation disability pay, said employee, commencing with the first day of absence, shall receive in addition to his/her Worker's Compensation payment such supplemental payment as will equal his/her gross pay less any Federal and State taxes that was received prior to such injury or disease for a period not to exceed one hundred eighty (180) calendar days. Part day absences during the one hundred eighty (180) day supplemental pay period shall only be counted as part day absences, (i.e., only deduct actual time away from work). These provisions are subject to the following restrictions:

(a) In the event that a Worker's Compensation claim is contested, Worker's Compensation and supplemental pay by the County shall be held up until the claim is settled or an award made by the State at which time the employee shall be entitled to receive in a lump sum all his/her Worker's Compensation plus supplemental pay accumulated since the date of his/her first absence due to the injury or disease.

(b) During the period when an employee is entitled to full pay by the Employer under the provisions of this Section there shall be no deductions from sick leave allowance, overtime allowance, or vacation credit of such employee.

14.06 Disability Insurance. The County shall provide employees with Disability Insurance. No employee shall be eligible to participate in the disability plan during his/her first six (6) months of employment. For part-time employees all of the benefits shall be prorated based on the percent of time worked. For employees choosing to participate in the Disability Insurance Program, premiums shall be paid as follows (used sick hours refers to the prior year):

<u>Sick Hours Used</u>	<u>Employee Share</u>	<u>Employer Share</u>
0.0 -- 32.0	0%	100%
32.1 -- 40.0	40%	60%
40.1 -- 48.0	60%	40%
48.1 -- 56.0	80%	20%
56.1 +	100%	0%

Employees will be given the option of joining a Taxable Disability/Sick Leave Program or a Nontaxable Disability/Sick Leave Program. The ability to change options will be available to each employee in November of each year.

(a) Taxable Disability/Sick Leave Program

The employee will not be charged FICA expense, the premiums paid by the County will not be taxable and the benefits, which are sixty-five percent (65%) of salary, will be taxed to the extent of any payment of premiums by the County. If the employee pays the entire disability insurance premium, the benefit will not be taxed.

(b) Nontaxable Disability/Sick Leave Program

The employee will be charged FICA expense (currently 7.65%) on any of the County paid premiums and the premium will be taxable income to the employee. By paying the FICA expense and income tax the employee will receive a tax-free benefit.

(c) For the term of the 2006-2009 agreement only, employees may choose a third option which is provided for in a Memorandum of Understanding that is attached to this Agreement.

This section shall be subject to renegotiation in the event the Employer shall propose a substitute plan.

14.07 Vehicle Insurance Allowance. Employees who carry business use insurance coverage for their personal motor vehicle as caused by their Dane County employment shall receive a fifty dollar (\$50.00) annual payment. The Dane County Risk Manager shall be responsible for the administration of this section.

14.08 Insurance Advisory Committee. There shall be an insurance advisory committee consisting of employee and management representatives to advise the parties on matters of insurance.

## ARTICLE XV Separation from County Service

15.01 Separation From County Service Benefits. On the regular payday after the effective date of the discharge, layoff, resignation, retirement, or death, an employee shall be paid the regular salary, vacation, holiday and overtime accumulated through such date of discharge, layoff, resignation, retirement or death.

15.02 Accrued Sick Leave Credit.

(a) Sick Leave Conversion. Any employee covered by this Agreement who either:

1. dies while a County employee, or

2. retires from County service and, within sixty (60) days of his/her last day paid, applies for a retirement annuity from the Wisconsin Retirement Fund and/or Social Security, shall have his/her hours of sick leave credit, not to exceed one thousand six hundred (1,600) [effective December 23, 2007- one thousand six hundred fifty (1650)] hours as of his/her date of retirement or death, converted to a monetary value (referred to herein as his/her "sick leave conversion") equal to the product of his/her hours of sick leave credit, but not to exceed one thousand six hundred (1,600) [effective December 23, 2007- one thousand six hundred fifty (1650)] hours, multiplied by his/her normal hourly rate of pay in effect as of his/her date of retirement or death.

Such conversion shall be made as of the date (referred to herein as the "conversion date") of such employee's retirement or death. Notwithstanding the foregoing, a retiree described in 15.02(a)(2) may elect, prior to his/her conversion date, to delay such conversion to a later date (referred to herein as the "delayed conversion date") within the ten (10)-year period following his/her retirement date. Any such election shall be made in writing, shall specify such retiree's delayed conversion date, and shall be furnished to the County no later than thirty (30) days prior to his/her retirement date. Any such election, once made, may be revoked and a new election may be made, prior to the previously-elected delayed conversion date. Any such revocation and/or new election shall be made in writing, shall specify such retiree's new delayed conversion date, and shall be furnished to the County no later than September 15 of the calendar year ending prior to his/her new delayed conversion date except in the event of a qualifying event such as death, divorce or termination of employment. Each time any such retiree revokes an existing election of a delayed conversion date, the amount of his/her sick leave conversion shall be reduced by ten percent (10%) of the then remaining sick leave conversion.

Within a reasonable period after becoming covered by this Agreement, an employee shall complete and file a beneficiary designation form with the County, on which he/she shall designate the person(s) who shall receive any sick leave conversion balance remaining after the date of his/her death.

(b) Utilization of Sick Leave Conversion.

1. Death. The sick leave conversion of any deceased employee described in 15.02(a)(1) who has a surviving designated beneficiary on the date of his/her death shall be paid, in cash, first, to the deceased employee's surviving designated beneficiary, if any, and if there is no surviving designated beneficiary, to the deceased employee's surviving spouse, if any, and if there is no surviving spouse, to the deceased employee's estate, within sixty (60) days after notification of designated payee after the date of his/her death.

2. Retirement. The sick leave conversion of any retiree described in 15.02(a)(2) shall be used to pay his/her share (and/or his/her spouse's and/or dependent(s)' share(s), if the retiree so chooses) of the cost of his/her (and/or their) hospital, surgical and dental insurance as set forth in 15.01, or shall be paid to him/her in cash, pursuant to his/her election. If a retiree dies after retirement but before satisfying the requirements of 15.02(a)(2), the retiree will be treated as if he had died before retirement.

Any portion of the retiree's sick leave conversion that is used to pay his/her share (and/or his/her spouse's and/or his/her dependent(s)' share(s)) of the cost of his/her (and/or their) hospital, surgical and dental insurance shall be used to pay such share(s) as set forth in 15.01, until the earliest of (i) the end of the calendar year to which the election applies, (ii) the date the sick leave conversion is exhausted and, (iii) the date such retiree, spouse, and dependent(s) all have died.

Such retiree's initial election, for the period beginning on his/her retirement date or, if applicable, his/her delayed conversion date specified pursuant to 15.02(a) and ending on the next following December 31, shall be made prior to his/her retirement date or delayed conversion date (if applicable). Such retiree's initial election shall specify the type of coverage and cost (in dollars) that will determine what portion (if any) of his/her sick leave conversion shall be used to pay his/her share (and/or his/her spouse's and/or his/her dependent(s)' share(s)) of the cost of his/her (and/or their) hospital, surgical and dental insurance for the period beginning on his/her retirement date, or, if later, the date the conditions of 15.02(a)(2) are satisfied, or, if applicable, his/her delayed conversion date specified pursuant to 15.02(a), and ending on the next following December 31. If the retiree elects not to use any of his/her sick leave conversion for hospital, surgical and dental costs, then the election shall specify that the retiree will receive the lesser of (i) seven thousand dollars (\$7,000) [effective December 23, 2007 - \$8,000; effective December 21, 2008 - \$9,000; effective 11:59 p.m. on December 19, 2009 - \$10,000] or (ii) the remaining amount of his/her sick leave conversion in cash for such period, such payment to be made on the first pay period ending in January. For administrative convenience, the retiree's initial election shall be deemed to continue in effect, for each subsequent calendar year beginning after the calendar year in which his retirement date occurs, or, if applicable, his/her delayed conversion date occurs, unless such retiree revokes his/her initial election and makes a subsequent election for any such subsequent calendar year. Any such revocation and/or subsequent election shall be made in writing, and shall be furnished to the County prior to the December 1 of the calendar year preceding the January 1 of the calendar year for which it is intended to be effective.

Each of such retiree's subsequent elections also shall specify the type of coverage and cost (in dollars) that will determine what portion (if any) of his/her remaining sick leave conversion shall be used to pay his/her share (and his/her spouse's and/or his/her dependent(s)' share(s)) of the cost of his/her (and/or their) hospital, surgical and dental insurance for each of the calendar years following such December 1, or shall specify that the retiree will receive the lesser of (i)

seven thousand dollar (\$7,000) [effective December 23, 2007 - \$8,000; effective December 21, 2008 - \$9,000; effective 11:59 p.m. on December 19, 2009 - \$10,000] or (ii) the remaining amount of his/her remaining sick leave conversion in cash for such calendar year.

Any initial or subsequent election made by any such retiree hereunder shall be considered an election of taxable or non-taxable benefits made under the County's Section 125 cafeteria plan, and shall be in accordance with the law. Any such election, once made, may be revoked and a new election may be made, but only to the extent permitted in accordance with the law.

Such retiree may use his/her sick leave conversion to purchase County-sponsored group health and/or dental insurance coverage, and/or individual-billed health related insurance coverage, on a pre-tax salary reduction basis, under the County's Section 125 cafeteria plan. To the extent such retiree elects to use his/her sick leave conversion to purchase County-sponsored group health and/or dental insurance coverage, the County shall timely remit his/her share of the cost of such coverage(s) to the applicable insurer(s) on his/her behalf. To the extent such retiree elects to use his/her sick leave conversion to purchase individual-billed health related insurance, he/she shall pay the entire cost of such coverage directly to the applicable insurer(s) from his/her own personal savings or other personal funds, and shall substantiate his/her payment(s) by furnishing appropriate documentation to the County, and the County shall reimburse him/her for such payment(s). The County shall pay such reimbursements on a bi-monthly basis, and shall process substantiated reimbursement requests within thirty (30) days after they have been submitted. In no event may any such retiree use any of his/her sick leave conversion to purchase any coverage that is offered under any plan sponsored by any employer other than the County.

If such retiree dies and has a surviving designated beneficiary on the date of his/her death, any remaining portion of his/her sick leave conversion which, on the date of his/her death, has not yet become subject to the retiree's election under the County's Section 125 cafeteria plan shall be paid, in cash, first, to the deceased retiree's surviving designated beneficiary, if any, and if there is no surviving designated beneficiary, to the deceased retiree's surviving spouse, if any, and may be used, by such surviving designated beneficiary and/or surviving spouse, to pay his/her share of the cost of his/her hospital, surgical and dental insurance as set forth in 15.01, on an after-tax basis, outside the County's Section 125 cafeteria plan, until the earlier of (i) the date the remaining sick leave conversion is exhausted, and (ii) the date such designated beneficiary and spouse all have died. If such retiree dies and does not have a surviving designated beneficiary on the date of his/her death, such remaining portion of his/her sick leave conversion shall be paid, in cash, to the retiree's surviving spouse, if any, and if there is no surviving spouse, to the deceased employee's estate, within sixty (60) days after notification of designated payee after the date of his/her death.

If such retiree dies, any remaining portion of his/her sick leave conversion which, on the date of his/her death, already is subject to the retiree's annual election under the County's Section 125 cafeteria plan shall be available for use under that plan by his/her surviving designated beneficiary, if any, and if there is no surviving designated beneficiary, by his/her surviving spouse, but only to the extent permitted by applicable law.

15.03 Disabled Employees Health Insurance. Employees who retire prior to age sixty-five (65) but not before age fifty-five (55) or who become totally disabled and by retirement or disability are eligible for at least the minimum Wisconsin Retirement Fund and/or Social Security retirement or disability benefits and who have exhausted their sick leave credits, shall be allowed to participate in the County's group hospital, surgical, major medical and dental plans until they die or become eligible for Medicare Plus coverage, but provided that the retired employee shall pay all premiums or contributions directly to the Insurer prior to the tenth (10th) day of the month preceding the month of coverage. Failure to make timely payments by a retired employee to the Insurer shall be grounds for termination of coverage of that retired employee.

ARTICLE XVI  
Binding Impasse Arbitration

16.01 Conditions. In the event the parties are unable to agree on the terms and conditions of a new agreement (including wages, hours, and conditions of employment), during bargaining, including possible mediation, the parties shall hold a final joint session for the purpose of exchanging their official final offers. If agreement is not reached at such joint session, either party may request the Wisconsin Employment Relations Commission "WERC" to initiate compulsory final and binding arbitration under this Section. Neither party may amend its final offer or any part thereof once a petition for arbitration is filed before the WERC.

16.02 Selection of Arbitrator. After either party has requested the WERC to initiate arbitration under this Section, the WERC shall submit a panel of five (5) independent arbitrators from which the parties shall alternately strike names, with the petitioning party taking the first strike.

16.03 Procedures. The parties shall submit their respective final offers to the arbitrator within ten (10) days after his/her selection.

16.04 Arbitration Hearing. The parties shall agree in advance upon procedures to be used at the hearing, and the hearing shall follow a quasi-judicial format. Unless mutually agreed otherwise, there shall be a transcript of such a hearing. The hearing shall be held in the City-County Building if space can be made available, otherwise at another location to be agreed upon by the parties.

16.05 Costs. Both parties shall share equally in the costs and expenses of the arbitration proceedings, including reporter's costs, transcript fees and the fees of the arbitrator. Either party may elect to use a tape recorder and in such event shall not be responsible for its proportionate share of reporter's fees unless a transcript is ordered by either party. Expenses for a party's witnesses and a party's attorney(s) shall be borne solely by the party.

16.06 Decision of the Arbitrator. The award of the arbitrator shall be limited to selecting the final offer of one (1) of the parties on each individual issue before the arbitrator without modification. The award of the arbitrator shall be final and binding upon the parties and incorporated into a contract between the parties, together with all items upon which agreement was previously reached during the collective bargaining process.

16.07 Criteria. The arbitrator shall utilize the criteria required by Section 111.70(4)(cm)7. of the Wisconsin Statutes.

16.08 Bargaining During Arbitration. Nothing contained in this Section shall restrict the parties from continuing bargaining during the arbitration process, provided, however, that the final offers of the parties submitted by the parties at their joint session shall be the ones before the arbitrator regardless of any concessions made by either party.

16.09 County Board Approval. The alternative procedures set forth above shall not be utilized unless the prior consent of the Personnel and Finance Committee of the Dane County Board of Supervisors is obtained in each individual situation. Further, if such procedures are used, they shall be deemed to be a complete and total substitute to the procedures set forth in Section 111.70(4)(cm), Wisconsin Statutes, as provided for in Section 111.70(4)(cm)5. of the Statutes.

ARTICLE XVII  
Miscellaneous

17.01 Tool Allowance. Certain employees such as Mechanics, Blacksmiths and Welders or others who the Employer may require to provide their own hand tools as a part of their job requirement shall be entitled to a tool allowance of thirty-four dollars (\$34.00) per month.

17.02 Uniform Allowance. In the event that any employee shall be required as a condition of his/her employment to wear any particular kind of uniform or other special clothing, identification patch or material or any protective gear or device, such uniform, special clothing, identification, or protective gear shall be furnished by the Employer. For employees required to wear safety shoes or boots, the Employer shall reimburse up to ninety-five dollars (\$95.00) annually to such employees. Payments shall be authorized only after the employee provides the original (not photocopy) receipt within thirty (30) calendar days of the purchase.

(a) Sheriff's Department Uniforms. The annual allotment for uniforms and shoes for Jail Clerks and Sheriff's Aides shall be one hundred fifty dollars (\$150.00) for uniforms, fifty-five dollars (\$55.00) for shoes.

17.03 Existing Benefits. So long as the services of the bargaining unit are continued by the County, the Employer agrees to bargain collectively with the Union over wages, hours and conditions of employment, existing benefits (including, but not limited to coffee breaks, car allowance and/or mileage payments), or other amenities not mentioned herein, but established by practice with the knowledge and tacit consent of the Employer, for the life of this Agreement, prior to effectuating any changes in the foregoing. Existing benefits and other amenities shall be primarily related to wages, hours and conditions of employment. If the parties bargain to impasse over any matter covered in this Section, the Union or the Employer shall have the right to petition for mediation/arbitration pursuant to the procedures contained in Section 111.70 of the Wisconsin Statutes as determined by the Wisconsin Employment Relations Commission.

17.04 Parking, Bus Passes and Mileage Reimbursement.

(a) Parking. Employees shall be provided parking space in the County Parking Ramp, Monday through Friday, for a monthly fee equal to fifteen dollars (\$15.00) per month. The space provided shall be a block of space, preferably on the lowest level (floor one), which shall be reserved for County employees during the regular workday hours Monday through Friday. Employees reporting to work at the City-County Building shall have preference over all others in the event of a space shortage and such employees will receive preference by order of seniority.

(b) Bus Pass Subsidy. For the exclusive use of employees who purchase one (1) of the bus passes specified below and who utilize such pass for their mode of transportation to and from work; the Employer shall provide a subsidy for such employees toward the cost of such bus passes as provided in the following schedule:

<u>Madison Metro Passes</u>	<u>Employer Subsidy</u>
Monthly Pass	\$3.00
Ten-Ride Pass	\$3.00
Elderly/Handicapped Ten-Ride Pass	\$3.00
<u>Commuters Service</u>	
Brooklyn Ten-Ride Pass	\$3.00
Evansville Ten-Ride Pass	\$3.00
Oregon/McFarland Ten-Ride Pass	\$3.00
Stoughton Ten-Ride Pass	\$3.00
Verona Ten-Ride Pass	\$3.00
<u>Madison Rapid Transit</u>	
Lodi/Waunakee Ten-Ride Pass	\$3.00

In the event that additional bus passes become available during the term of this Agreement for bus lines that could be utilized by employees under the conditions specified above; the Employer will provide a three dollar (\$3.00) subsidy on the cost of such bus passes purchased by employees, not to exceed the total cost of the pass.

(c) Mileage Reimbursement. Employees will be reimbursed at the IRS rate (said reimbursement rate to be adjusted when it is periodically changed by the IRS) or at such higher amount as authorized by the Dane County Board of Supervisors for use of their personal vehicles while performing the employer's business.

17.05 Safety and Working Conditions Study Committee. There shall be a countywide Safety and Working Conditions Study Committee with one (1) representative from each Union or Local and an equal number of managerial/unrepresented representatives selected by the Employer. The Joint Council of Unions shall be entitled to select two (2) members, one (1) from each Local, to serve on the Committee. The Committee shall meet as frequently as is necessary but at least quarterly. It shall consider all matters of safety, hazardous or other unusual working conditions that come to its attention. It shall make such recommendations concerning such matters as seem appropriate to the County Personnel and Finance Committee and the member Unions.

17.06 Trainee Programs. It shall be the policy of the parties to this Agreement to develop training and retraining programs. Such programs shall be designed to improve the skills of employees relative to the jobs they currently perform and for jobs to which they may be promoted. Any such training or retraining programs as are developed shall be at the mutual consent of the parties.

17.07 Job Sharing. Upon recommendation of the department head, employee concurrence, and concurrence by the Dane County Personnel and Finance Committee, full-time positions shall be opened to job sharing on a 50/50 basis provided that one (1) full-time position is eliminated resultant of the job sharing. In the event one (1) individual holding a job-shared position ceases to be employed in that position, the other individual holding such position shall be retained and the vacancy shall be treated in accordance with Sections 7.03 and 7.04 of this Agreement. Should a job-shared position be vacated by one (1) of its incumbents and the remaining incumbent becomes full-time, the remaining incumbent shall move one (1) step in the salary schedule as any other full-time employee (step increments reached for each additional thirteen (13) longevity credits). Employees shall receive pro-rata fringe benefits except for group health and dental insurance plans which shall be paid by the County as stated in 14.01(a). The non-granting of a request for job sharing shall not be subject to the grievance and arbitration procedure as set forth in Sections 5.02 and 5.03 of this Agreement.

#### ARTICLE XVIII No Strike, No Lockout

18.01 No Strike. The Union agrees that for the duration of this Agreement, Union officers, representatives, or members will not authorize, assist or support any strike, work stoppage, slow down, interruption of work or interference with operations of the Employer. In the event of any strike, work stoppage, slow down, or interruption or impeding of work, the Employer shall notify the Union thereof, and the Union shall give notice to the employees involved that they are in violation of this agreement and should end such strike, work stoppage, walkout, or interruption, or impeding of work.

18.02 No Lockout. The Employer agrees that there shall be no lockout of any kind during the term of this Agreement.

#### ARTICLE XIX Special Employment Programs

19.01 Special Employment Programs. The County may, from time to time, participate in special programs which provide employment (such as the Disadvantaged Youth Program). The Union agrees in the spirit of cooperation to meet and confer with the County in regard to such programs on a case-by-case basis.

## ARTICLE XX

THIS AGREEMENT constitutes the entire Agreement between the parties and no verbal statement shall supersede any of its provisions. Should the parties wish to alter, amend or add to this Agreement, during the life hereof, such alterations shall be reduced to writing and executed by the parties and only then shall such changes become effective.

THIS AGREEMENT shall be effective as of the 24th day of December, 2006, and shall remain in full force and effect through the 19th day of December, 2009, except as provided below. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing on or before the 1st day of August of any year in which the Agreement is in force that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than thirty (30) days after August 1st; this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph. However, nothing said herein shall prevent the parties from altering or amending, at any time, any part hereof by mutual consent.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

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

IN WITNESS WHEREOF, the parties have set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

FOR THE UNION

FOR THE EMPLOYER

\_\_\_\_\_  
President  
Dane County Joint Council

\_\_\_\_\_  
Chairperson  
Personnel and Finance Committee

\_\_\_\_\_  
Secretary-Treasurer  
Dane County Joint Council

\_\_\_\_\_  
Vice-Chairperson  
Personnel and Finance Committee

\_\_\_\_\_  
President  
Local 705

\_\_\_\_\_  
Member  
Personnel and Finance Committee

\_\_\_\_\_  
President  
Local 720

\_\_\_\_\_  
Member  
Personnel and Finance Committee

\_\_\_\_\_  
Representative  
Wisconsin Council 40

\_\_\_\_\_  
Member  
Personnel and Finance Committee

\_\_\_\_\_  
Member  
Personnel and Finance Committee

\_\_\_\_\_  
Member  
Personnel and Finance Committee

APPENDIX A  
Dane County Joint Council of Unions Agreement  
Classifications-Ranges-Steps-Hourly Rates  
Effective 12/24/06 through 6/23/07

RANGE NUMBER	1st Prob Rate	2nd after 6.5LC	3rd after 19.5LC	4th after 32.5LC	5th after 45.5LC
03	13.18	13.74	14.34	14.88	
04	14.58	15.04	15.25	15.53	15.76
05	14.81	15.25	15.53	15.76	16.12
06	15.44	15.67	15.91	16.22	16.56
07	15.67	15.91	16.22	16.56	16.84
	Laundry Worker				
08	15.91	16.22	16.56	16.84	17.18
	Food Service Helper Lead Weapons Screening Attendant Project Assistant				
09	16.22	16.56	16.84	17.18	17.55
	Assistant Cook Food Service Helper/Driver Janitor Sewing/Alterations Worker Stock Clerk***				
10	16.56	16.84	17.18	17.55	17.94
	Court Aide Food Service Lead Worker Security Worker***				
11	16.84	17.18	17.55	17.94	18.33
	Account Clerk I*** Compost Site Operator Cook Imaging Technician Janitor II*** Services Clerk***				
12	17.18	17.55	17.94	18.33	18.74
	Certified Nursing Attendant Cosmetologist Driver-Certified Nursing Attendant*** Groundskeeper***				

1st                      2nd                      3rd                      4th                      5th

RANGE NUMBER	Prob Rate	after 6.5LC	after 19.5LC	after 32.5LC	after 45.5LC
12	17.18	17.55	17.94	18.33	18.74
	Offset Press Operator Park Laborer Public Health Aide Transportation Aide/Driver Unit Clerk				
13	17.55	17.94	18.33	18.74	19.14
	Clerk III*** Clerk Stenographer III*** Clerk Typist III*** Jail Clerk Lead Janitor*** Library Assistant Medical Records Secretary Real Estate Clerk Revenue Clerk*** Typographic Composer Vehicle and Equipment Coordinator				
14	17.94	18.33	18.74	19.14	19.59
	Account Clerk II*** Civil Process Coordinator Dietetic Specialist Draftsperson Lead Imaging Technician Park Maintenance Technician*** Park Ranger Park Specialist Recreation Therapy Aide Social Service Specialist				
14F	18.20	18.64	19.07	19.54	19.93
	Heavy Equipment Operator**				
15	18.33	18.74	19.14	19.59	20.02
	Clerk IV*** Economic Support Specialist GIS Parcel Technician Personnel Technician Property Listing Clerk*** Representative Payee Specialist				

RANGE NUMBER	1st Prob Rate	2nd after 6.5LC	3rd after 19.5LC	4th after 32.5LC	5th after 45.5LC
16	18.74	19.14	19.59	20.02	20.57
	Account Clerk III Administrative Assistant I*** Administrative Legal Secretary*** Arborist Communicator Community Youth Worker Court Clerk*** Court Interpreter Juvenile Court Worker Lead Property Listing Clerk Lead Real Estate Clerk Map Drafter Mechanic Mechanic (Machine) Mechanical Repair Worker*** Printing & Services Coordinator Zoning Inspector				
17	19.14	19.59	20.02	20.57	21.07
	Admin Assistant II*** Child Support Investigator Collections Specialist Economic Assistance Staff Specialist Data Base Coordinator Elections Support Specialist Lead Economic Support Specialist*** Lead Representative Payee Paralegal Park Crew Leader				
18	19.59	20.02	20.57	21.07	21.68
	Accounting Assistant Administrative Services Technician Assistant Veterans Service Officer Certified Occupational Therapy Assistant Court Reporter Dental Hygienist Economic Support Trainer Lead Juvenile Court Worker Licensed Practical Nurse Personnel Specialist Social Service Technician				

1st 2nd 3rd 4th 5th

RANGE NUMBER	Prob Rate	after 6.5LC	after 19.5LC	after 32.5LC	after 45.5LC
19	20.02	20.57	21.07	21.68	22.28
	Assistant Zoning Administrator Lead Mechanic				
20	20.57	21.07	21.68	22.28	22.88
21	21.07	21.68	22.28	22.88	23.61
22	21.68	22.28	22.88	23.61	24.32

RANGE 3-6

1st Prob Rate	2nd after 6.5LC	3rd after 13.0LC	4th after 19.5LC	5th after 26.0LC	6th after 32.5LC	7th after 45.5LC	8th after 58.5LC	9th after 71.5LC
13.18	13.74	14.34	14.88	15.44	15.67	15.91	16.22	16.56
	Weapons Screening Attendants							

RANGE 7-10

1st Prob Rate	2nd after 6.5LC	3rd after 13.0LC	4th after 19.5LC	5th after 32.5LC	6th after 45.5LC	7th after 58.5LC	8th after 71.5LC
15.67	15.91	16.22	16.56	16.84	17.18	17.55	17.94
	Clerk I-II Clerk Typist I-II Data Entry Operator Diet Clerk Scale Clerk*** Sheriff's Aide						

LC = Longevity Credits

\*\*\* Vacancies in these classifications may be filled through promotional recruitment only unless no qualified in-house candidates apply.

\*\* Pay range equivalent to Range 14 in Local 65 bargaining agreement.

APPENDIX A  
Dane County Joint Council of Unions Agreement  
Classifications-Ranges-Steps-Hourly Rates  
Effective 6/24/07 through 12/22/07

RANGE NUMBER	1st Prob Rate	2nd after 6.5LC	3rd after 19.5LC	4th after 32.5LC	5th after 45.5LC
03	13.31	13.88	14.48	15.03	
04	14.73	15.19	15.40	15.69	15.92
05	14.96	15.40	15.69	15.92	16.28
06	15.59	15.83	16.07	16.38	16.73
07	15.83	16.07	16.38	16.73	17.01
	Laundry Worker				
08	16.07	16.38	16.73	17.01	17.35
	Food Service Helper Lead Weapons Screening Attendant Project Assistant				
09	16.38	16.73	17.01	17.35	17.73
	Assistant Cook Food Service Helper/Driver Janitor Sewing/Alterations Worker Stock Clerk***				
10	16.73	17.01	17.35	17.73	18.12
	Court Aide Food Service Lead Worker Security Worker***				
11	17.01	17.35	17.73	18.12	18.51
	Account Clerk I*** Compost Site Operator Cook Imaging Technician Janitor II*** Services Clerk***				
12	17.35	17.73	18.12	18.51	18.93
	Certified Nursing Attendant Cosmetologist Driver-Certified Nursing Attendant*** Groundskeeper***				

RANGE NUMBER	1st Prob Rate	2nd after 6.5LC	3rd after 19.5LC	4th after 32.5LC	5th after 45.5LC
12	17.35	17.73	18.12	18.51	18.93
	Offset Press Operator Park Laborer Public Health Aide Transportation Aide/Driver Unit Clerk				
13	17.73	18.12	18.51	18.93	19.33
	Clerk III*** Clerk Stenographer III*** Clerk Typist III*** Jail Clerk Lead Janitor*** Library Assistant Medical Records Secretary Real Estate Clerk Revenue Clerk*** Typographic Composer Vehicle and Equipment Coordinator				
14	18.12	18.51	18.93	19.33	19.79
	Account Clerk II*** Civil Process Coordinator Dietetic Specialist Draftsperson Lead Imaging Technician Park Maintenance Technician*** Park Ranger Park Specialist Recreation Therapy Aide Social Service Specialist				
14F	18.38	18.83	19.26	19.74	20.13
	Heavy Equipment Operator**				
15	18.51	18.93	19.33	19.79	20.22
	Clerk IV*** Economic Support Specialist GIS Parcel Technician Personnel Technician Property Listing Clerk*** Representative Payee Specialist				

RANGE NUMBER	1st Prob Rate	2nd after 6.5LC	3rd after 19.5LC	4th after 32.5LC	5th after 45.5LC
16	18.93	19.33	19.79	20.22	20.78
	Account Clerk III Administrative Assistant I*** Administrative Legal Secretary*** Arborist Communicator Community Youth Worker Court Clerk*** Court Interpreter Juvenile Court Worker Lead Property Listing Clerk Lead Real Estate Clerk Map Drafter Mechanic Mechanic (Machine) Mechanical Repair Worker*** Printing & Services Coordinator Zoning Inspector				
17	19.33	19.79	20.22	20.78	21.28
	Admin Assistant II*** Child Support Investigator Collections Specialist Economic Assistance Staff Specialist Data Base Coordinator Elections Support Specialist Lead Economic Support Specialist*** Lead Representative Payee Paralegal Park Crew Leader				
18	19.79	20.22	20.78	21.28	21.90
	Accounting Assistant Administrative Services Technician Assistant Veterans Service Officer Certified Occupational Therapy Assistant Court Reporter Dental Hygienist Economic Support Trainer Lead Juvenile Court Worker Licensed Practical Nurse Personnel Specialist Social Service Technician				

RANGE NUMBER	1st Prob Rate	2nd after 6.5LC	3rd after 19.5LC	4th after 32.5LC	5th after 45.5LC
19	20.22	20.78	21.28	21.90	22.50
	Assistant Zoning Administrator Lead Mechanic				
20	20.78	21.28	21.90	22.50	23.11
21	21.28	21.90	22.50	23.11	23.85
22	21.90	22.50	23.11	23.85	24.56

RANGE 3-6

1st Prob Rate	2nd after 6.5LC	3rd after 13.0LC	4th after 19.5LC	5th after 26.0LC	6th after 32.5LC	7th after 45.5LC	8th after 58.5LC	9th after 71.5LC
13.31	13.88	14.48	15.03	15.59	15.83	16.07	16.38	16.73
	Weapons Screening Attendants							

RANGE 7-10

1st Prob Rate	2nd after 6.5LC	3rd after 13.0LC	4th after 19.5LC	5th after 32.5LC	6th after 45.5LC	7th after 58.5LC	8th after 71.5LC
15.83	16.07	16.38	16.73	17.01	17.35	17.73	18.12
	Clerk I-II Clerk Typist I-II Data Entry Operator Diet Clerk Scale Clerk*** Sheriff's Aide						

LC = Longevity Credits

\*\*\* Vacancies in these classifications may be filled through promotional recruitment only unless no qualified in-house candidates apply.

\*\* Pay range equivalent to Range 14 in Local 65 bargaining agreement.

APPENDIX A  
Dane County Joint Council of Unions Agreement  
Classifications-Ranges-Steps-Hourly Rates  
Effective 12/23/07 through 6/21/08

RANGE NUMBER	1st Prob Rate	2nd after 6.5LC	3rd after 19.5LC	4th after 32.5LC	5th after 45.5LC
03	13.64	14.23	14.84	15.41	
04	15.10	15.57	15.79	16.08	16.32
05	15.33	15.79	16.08	16.32	16.69
06	15.98	16.23	16.47	16.79	17.15
07	16.23	16.47	16.79	17.15	17.44
	Laundry Worker				
08	16.47	16.79	17.15	17.44	17.78
	Food Service Helper Lead Weapons Screening Attendant Project Assistant				
09	16.79	17.15	17.44	17.78	18.17
	Assistant Cook Food Service Helper/Driver Janitor Sewing/Alterations Worker Stock Clerk***				
10	17.15	17.44	17.78	18.17	18.57
	Court Aide Food Service Lead Worker Security Worker***				
11	17.44	17.78	18.17	18.57	18.97
	Account Clerk I*** Compost Site Operator Cook Imaging Technician Janitor II*** Services Clerk***				
12	17.78	18.17	18.57	18.97	19.40
	Certified Nursing Attendant Cosmetologist Driver-Certified Nursing Attendant*** Groundskeeper***				

RANGE NUMBER	1st Prob Rate	2nd after 6.5LC	3rd after 19.5LC	4th after 32.5LC	5th after 45.5LC
12	17.78	18.17	18.57	18.97	19.40
	Offset Press Operator Park Laborer Public Health Aide Transportation Aide/Driver Unit Clerk				
13	18.17	18.57	18.97	19.40	19.81
	Clerk III*** Clerk Stenographer III*** Clerk Typist III*** Jail Clerk Lead Janitor*** Library Assistant Medical Records Secretary Real Estate Clerk Revenue Clerk*** Typographic Composer Vehicle and Equipment Coordinator				
14	18.57	18.97	19.40	19.81	20.28
	Account Clerk II*** Civil Process Coordinator Dietetic Specialist Draftsperson Lead Imaging Technician Park Maintenance Technician*** Park Ranger Park Specialist Recreation Therapy Aide Social Service Specialist				
14F	18.84	19.30	19.74	20.23	20.63
	Heavy Equipment Operator**				
15	18.97	19.40	19.81	20.28	20.73
	Clerk IV*** Economic Support Specialist GIS Parcel Technician Personnel Technician Property Listing Clerk*** Representative Payee Specialist				

RANGE NUMBER	1st Prob Rate	2nd after 6.5LC	3rd after 19.5LC	4th after 32.5LC	5th after 45.5LC
16	19.40	19.81	20.28	20.73	21.30
	Account Clerk III Administrative Assistant I*** Administrative Legal Secretary*** Arborist Communicator Community Youth Worker Court Clerk*** Court Interpreter Juvenile Court Worker Lead Property Listing Clerk Lead Real Estate Clerk Map Drafter Mechanic Mechanic (Machine) Mechanical Repair Worker*** Printing & Services Coordinator Zoning Inspector				
17	19.81	20.28	20.73	21.30	21.81
	Admin Assistant II*** Child Support Investigator Collections Specialist Economic Assistance Staff Specialist Data Base Coordinator Elections Support Specialist Lead Economic Support Specialist*** Lead Representative Payee Paralegal Park Crew Leader				
18	20.28	20.73	21.30	21.81	22.45
	Accounting Assistant Administrative Services Technician Assistant Veterans Service Officer Certified Occupational Therapy Assistant Court Reporter Dental Hygienist Economic Support Trainer Lead Juvenile Court Worker Licensed Practical Nurse Personnel Specialist Social Service Technician				

RANGE NUMBER	1st Prob Rate	2nd after 6.5LC	3rd after 19.5LC	4th after 32.5LC	5th after 45.5LC
19	20.73	21.30	21.81	22.45	23.06
	Assistant Zoning Administrator Lead Mechanic				
20	21.30	21.81	22.45	23.06	23.69
21	21.81	22.45	23.06	23.69	24.45
22	22.45	23.06	23.69	24.45	25.17

RANGE 3-6

1st Prob Rate	2nd after 6.5LC	3rd after 13.0LC	4th after 19.5LC	5th after 26.0LC	6th after 32.5LC	7th after 45.5LC	8th after 58.5LC	9th after 71.5LC
13.64	14.23	14.84	15.41	15.98	16.23	16.47	16.79	17.15
	Weapons Screening Attendants							

RANGE 7-10

1st Prob Rate	2nd after 6.5LC	3rd after 13.0LC	4th after 19.5LC	5th after 32.5LC	6th after 45.5LC	7th after 58.5LC	8th after 71.5LC
16.23	16.47	16.79	17.15	17.44	17.78	18.17	18.57
	Clerk I-II Clerk Typist I-II Data Entry Operator Diet Clerk Scale Clerk*** Sheriff's Aide						

LC = Longevity Credits

\*\*\* Vacancies in these classifications may be filled through promotional recruitment only unless no qualified in-house candidates apply.

\*\* Pay range equivalent to Range 14 in Local 65 bargaining agreement.

APPENDIX A  
Dane County Joint Council of Unions Agreement  
Classifications-Ranges-Steps-Hourly Rates  
Effective 6/22/08 through 12/20/08

RANGE NUMBER	1st Prob Rate	2nd after 6.5LC	3rd after 19.5LC	4th after 32.5LC	5th after 45.5LC
03	13.78	14.37	14.99	15.56	
04	15.25	15.73	15.95	16.24	16.48
05	15.48	15.95	16.24	16.48	16.86
06	16.14	16.39	16.63	16.96	17.32
07	16.39	16.63	16.96	17.32	17.61
	Laundry Worker				
08	16.63	16.96	17.32	17.61	17.96
	Food Service Helper Lead Weapons Screening Attendant Project Assistant				
09	16.96	17.32	17.61	17.96	18.35
	Assistant Cook Food Service Helper/Driver Janitor  Sewing/Alterations Worker Stock Clerk***				
10	17.32	17.61	17.96	18.35	18.76
	Court Aide Food Service Lead Worker Security Worker***				
11	17.61	17.96	18.35	18.76	19.16
	Account Clerk I*** Compost Site Operator Cook Imaging Technician Janitor II*** Services Clerk***				
12	17.96	18.35	18.76	19.16	19.59
	Certified Nursing Attendant Cosmetologist Driver-Certified Nursing Attendant*** Groundskeeper***				

RANGE NUMBER	1st Prob Rate	2nd after 6.5LC	3rd after 19.5LC	4th after 32.5LC	5th after 45.5LC
12	17.96	18.35	18.76	19.16	19.59
	Offset Press Operator Park Laborer Public Health Aide Transportation Aide/Driver Unit Clerk				
13	18.35	18.76	19.16	19.59	20.01
	Clerk III*** Clerk Stenographer III*** Clerk Typist III*** Jail Clerk Lead Janitor*** Library Assistant Medical Records Secretary Real Estate Clerk Revenue Clerk*** Typographic Composer Vehicle and Equipment Coordinator				
14	18.76	19.16	19.59	20.01	20.48
	Account Clerk II*** Civil Process Coordinator Dietetic Specialist Draftsperson Lead Imaging Technician Park Maintenance Technician*** Park Ranger Park Specialist Recreation Therapy Aide Social Service Specialist				
14F	19.03	19.49	19.94	20.43	20.84
	Heavy Equipment Operator**				
15	19.16	19.59	20.01	20.48	20.94
	Clerk IV*** Economic Support Specialist GIS Parcel Technician Personnel Technician Property Listing Clerk*** Representative Payee Specialist				

RANGE NUMBER	1st Prob Rate	2nd after 6.5LC	3rd after 19.5LC	4th after 32.5LC	5th after 45.5LC
16	19.59	20.01	20.48	20.94	21.51
	Account Clerk III Administrative Assistant I*** Administrative Legal Secretary*** Arborist Communicator Community Youth Worker Court Clerk*** Court Interpreter Juvenile Court Worker Lead Property Listing Clerk Lead Real Estate Clerk Map Drafter Mechanic Mechanic (Machine) Mechanical Repair Worker*** Printing & Services Coordinator Zoning Inspector				
17	20.01	20.48	20.94	21.51	22.03
	Admin Assistant II*** Child Support Investigator Collections Specialist Economic Assistance Staff Specialist Data Base Coordinator Elections Support Specialist Lead Economic Support Specialist*** Lead Representative Payee Paralegal Park Crew Leader				
18	20.48	20.94	21.51	22.03	22.67
	Accounting Assistant Administrative Services Technician Assistant Veterans Service Officer Certified Occupational Therapy Assistant Court Reporter Dental Hygienist Economic Support Trainer Lead Juvenile Court Worker Licensed Practical Nurse Personnel Specialist Social Service Technician				

RANGE NUMBER	1st Prob Rate	2nd after 6.5LC	3rd after 19.5LC	4th after 32.5LC	5th after 45.5LC
19	20.94	21.51	22.03	22.67	23.29
	Assistant Zoning Administrator Lead Mechanic				
20	21.51	22.03	22.67	23.29	23.93
21	22.03	22.67	23.29	23.93	24.69
22	22.67	23.29	23.93	24.69	25.42

RANGE 3-6

1st Prob Rate	2nd after 6.5LC	3rd after 13.0LC	4th after 19.5LC	5th after 26.0LC	6th after 32.5LC	7th after 45.5LC	8th after 58.5LC	9th after 71.5LC
13.78	14.37	14.99	15.56	16.14	16.39	16.63	16.96	17.32
	Weapons Screening Attendants							

RANGE 7-10

1st Prob Rate	2nd after 6.5LC	3rd after 13.0LC	4th after 19.5LC	5th after 32.5LC	6th after 45.5LC	7th after 58.5LC	8th after 71.5LC
16.39	16.63	16.96	17.32	17.61	17.96	18.35	18.76
	Clerk I-II Clerk Typist I-II Data Entry Operator Diet Clerk Scale Clerk*** Sheriff's Aide						

LC = Longevity Credits

\*\*\* Vacancies in these classifications may be filled through promotional recruitment only unless no qualified in-house candidates apply.

\*\* Pay range equivalent to Range 14 in Local 65 bargaining agreement.

APPENDIX A  
Dane County Joint Council of Unions Agreement  
Classifications-Ranges-Steps-Hourly Rates  
Effective 12/21/08 through 6/20/09

RANGE NUMBER	1st Prob Rate	2nd after 6.5LC	3rd after 19.5LC	4th after 32.5LC	5th after 45.5LC
03	14.12	14.73	15.36	15.95	
04	15.63	16.12	16.35	16.65	16.89
05	15.87	16.35	16.65	16.89	17.28
06	16.54	16.80	17.05	17.38	17.75
07	16.80	17.05	17.38	17.75	18.05
	Laundry Worker				
08	17.05	17.38	17.75	18.05	18.41
	Food Service Helper Lead Weapons Screening Attendant Project Assistant				
09	17.38	17.75	18.05	18.41	18.81
	Assistant Cook Food Service Helper/Driver Janitor  Sewing/Alterations Worker Stock Clerk***				
10	17.75	18.05	18.41	18.81	19.23
	Court Aide Food Service Lead Worker Security Worker***				
11	18.05	18.41	18.81	19.23	19.64
	Account Clerk I*** Compost Site Operator Cook Imaging Technician Janitor II*** Services Clerk***				
12	18.41	18.81	19.23	19.64	20.08
	Certified Nursing Attendant Cosmetologist Driver-Certified Nursing Attendant*** Groundskeeper***				

1st                      2nd                      3rd                      4th                      5th

RANGE NUMBER	Prob Rate	after 6.5LC	after 19.5LC	after 32.5LC	after 45.5LC
12	18.41	18.81	19.23	19.64	20.08
	Offset Press Operator Park Laborer Public Health Aide Transportation Aide/Driver Unit Clerk				
13	18.81	19.23	19.64	20.08	20.51
	Clerk III*** Clerk Stenographer III*** Clerk Typist III*** Jail Clerk Lead Janitor*** Library Assistant Medical Records Secretary Real Estate Clerk Revenue Clerk*** Typographic Composer Vehicle and Equipment Coordinator				
14	19.23	19.64	20.08	20.51	20.99
	Account Clerk II*** Civil Process Coordinator Dietetic Specialist Draftsperson Lead Imaging Technician Park Maintenance Technician*** Park Ranger Park Specialist Recreation Therapy Aide Social Service Specialist				
14F	19.51	19.98	20.44	20.94	21.36
	Heavy Equipment Operator**				
15	19.64	20.08	20.51	20.99	21.46
	Clerk IV*** Economic Support Specialist GIS Parcel Technician Personnel Technician Property Listing Clerk*** Representative Payee Specialist				

RANGE NUMBER	1st Prob Rate	2nd after 6.5LC	3rd after 19.5LC	4th after 32.5LC	5th after 45.5LC
16	20.08	20.51	20.99	21.46	22.05
	Account Clerk III Administrative Assistant I*** Administrative Legal Secretary*** Arborist Communicator Community Youth Worker Court Clerk*** Court Interpreter Juvenile Court Worker Lead Property Listing Clerk Lead Real Estate Clerk Map Drafter Mechanic Mechanic (Machine) Mechanical Repair Worker*** Printing & Services Coordinator Zoning Inspector				
17	20.51	20.99	21.46	22.05	22.58
	Admin Assistant II*** Child Support Investigator Collections Specialist Economic Assistance Staff Specialist Data Base Coordinator Elections Support Specialist Lead Economic Support Specialist*** Lead Representative Payee Paralegal Park Crew Leader				
18	20.99	21.46	22.05	22.58	23.24
	Accounting Assistant Administrative Services Technician Assistant Veterans Service Officer Certified Occupational Therapy Assistant Court Reporter Dental Hygienist Economic Support Trainer Lead Juvenile Court Worker Licensed Practical Nurse Personnel Specialist Social Service Technician				

RANGE NUMBER	1st Prob Rate	2nd after 6.5LC	3rd after 19.5LC	4th after 32.5LC	5th after 45.5LC			
19	21.46	22.05	22.58	23.24	23.87			
	Assistant Zoning Administrator Lead Mechanic							
20	22.05	22.58	23.24	23.87	24.53			
21	22.58	23.24	23.87	24.53	25.31			
22	23.24	23.87	24.53	25.31	26.06			
RANGE 3-6								
1st Prob Rate	2nd after 6.5LC	3rd after 13.0LC	4th after 19.5LC	5th after 26.0LC	6th after 32.5LC	7th after 45.5LC	8th after 58.5LC	9th after 71.5LC
14.12	14.73	15.36	15.95	16.54	16.80	17.05	17.38	17.75
	Weapons Screening Attendants							
RANGE 7-10								
1st Prob Rate	2nd after 6.5LC	3rd after 13.0LC	4th after 19.5LC	5th after 32.5LC	6th after 45.5LC	7th after 58.5LC	8th after 71.5LC	
16.80	17.05	17.38	17.75	18.05	18.41	18.81	19.23	
	Clerk I-II Clerk Typist I-II Data Entry Operator Diet Clerk Scale Clerk*** Sheriff's Aide							

LC = Longevity Credits

\*\*\* Vacancies in these classifications may be filled through promotional recruitment only unless no qualified in-house candidates apply.

\*\* Pay range equivalent to Range 14 in Local 65 bargaining agreement.

APPENDIX A  
Dane County Joint Council of Unions Agreement  
Classifications-Ranges-Steps-Hourly Rates  
Effective 6/21/09 through 12/19/09

RANGE NUMBER	1st Prob Rate	2nd after 6.5LC	3rd after 19.5LC	4th after 32.5LC	5th after 45.5LC
03	14.33	14.95	15.59	16.19	
04	15.86	16.36	16.60	16.90	17.14
05	16.11	16.60	16.90	17.14	17.54
06	16.79	17.05	17.31	17.64	18.02
07	17.05	17.31	17.64	18.02	18.32
	Laundry Worker				
08	17.31	17.64	18.02	18.32	18.69
	Food Service Helper Lead Weapons Screening Attendant Project Assistant				
09	17.64	18.02	18.32	18.69	19.09
	Assistant Cook Food Service Helper/Driver Janitor Sewing/Alterations Worker Stock Clerk***				
10	18.02	18.32	18.69	19.09	19.52
	Court Aide Food Service Lead Worker Security Worker***				
11	18.32	18.69	19.09	19.52	19.93
	Account Clerk I*** Compost Site Operator Cook Imaging Technician Janitor II*** Services Clerk***				
12	18.69	19.09	19.52	19.93	20.38
	Certified Nursing Attendant Cosmetologist Driver-Certified Nursing Attendant*** Groundskeeper***				

1st                      2nd                      3rd                      4th                      5th

RANGE NUMBER	Prob Rate	after 6.5LC	after 19.5LC	after 32.5LC	after 45.5LC
12	18.69	19.09	19.52	19.93	20.38
	Offset Press Operator Park Laborer Public Health Aide Transportation Aide/Driver Unit Clerk				
13	19.09	19.52	19.93	20.38	20.82
	Clerk III*** Clerk Stenographer III*** Clerk Typist III*** Jail Clerk Lead Janitor*** Library Assistant Medical Records Secretary Real Estate Clerk Revenue Clerk*** Typographic Composer Vehicle and Equipment Coordinator				
14	19.52	19.93	20.38	20.82	21.30
	Account Clerk II*** Civil Process Coordinator Dietetic Specialist Draftsperson Lead Imaging Technician Park Maintenance Technician*** Park Ranger Park Specialist Recreation Therapy Aide Social Service Specialist				
14F	19.80	20.28	20.75	21.25	21.68
	Heavy Equipment Operator**				
15	19.93	20.38	20.82	21.30	21.78
	Clerk IV*** Economic Support Specialist GIS Parcel Technician Personnel Technician Property Listing Clerk*** Representative Payee Specialist				

RANGE NUMBER	1st Prob Rate	2nd after 6.5LC	3rd after 19.5LC	4th after 32.5LC	5th after 45.5LC
16	20.38	20.82	21.30	21.78	22.38
	Account Clerk III Administrative Assistant I*** Administrative Legal Secretary*** Arborist Communicator Community Youth Worker Court Clerk*** Court Interpreter Juvenile Court Worker Lead Property Listing Clerk Lead Real Estate Clerk Map Drafter Mechanic Mechanic (Machine) Mechanical Repair Worker*** Printing & Services Coordinator Zoning Inspector				
17	20.82	21.30	21.78	22.38	22.92
	Admin Assistant II*** Child Support Investigator Collections Specialist Economic Assistance Staff Specialist Data Base Coordinator Elections Support Specialist Lead Economic Support Specialist*** Lead Representative Payee Paralegal Park Crew Leader				
18	21.30	21.78	22.38	22.92	23.59
	Accounting Assistant Administrative Services Technician Assistant Veterans Service Officer Certified Occupational Therapy Assistant Court Reporter Dental Hygienist Economic Support Trainer Lead Juvenile Court Worker Licensed Practical Nurse Personnel Specialist Social Service Technician				

RANGE NUMBER	1st Prob Rate	2nd after 6.5LC	3rd after 19.5LC	4th after 32.5LC	5th after 45.5LC
19	21.78	22.38	22.92	23.59	24.23
	Assistant Zoning Administrator Lead Mechanic				
20	22.38	22.92	23.59	24.23	24.90
21	22.92	23.59	24.23	24.90	25.69
22	23.59	24.23	24.90	25.69	26.45

RANGE 3-6

1st Prob Rate	2nd after 6.5LC	3rd after 13.0LC	4th after 19.5LC	5th after 26.0LC	6th after 32.5LC	7th after 45.5LC	8th after 58.5LC	9th after 71.5LC
14.33	14.95	15.59	16.19	16.79	17.05	17.31	17.64	18.02
	Weapons Screening Attendants							

RANGE 7-10

1st Prob Rate	2nd after 6.5LC	3rd after 13.0LC	4th after 19.5LC	5th after 32.5LC	6th after 45.5LC	7th after 58.5LC	8th after 71.5LC
17.05	17.31	17.64	18.02	18.32	18.69	19.09	19.52
	Clerk I-II Clerk Typist I-II Data Entry Operator Diet Clerk Scale Clerk*** Sheriff's Aide						

LC = Longevity Credits

\*\*\* Vacancies in these classifications may be filled through promotional recruitment only unless no qualified in-house candidates apply.

\*\* Pay range equivalent to Range 14 in Local 65 bargaining agreement.

APPENDIX B - LIMITED TERM EMPLOYEES  
Effective 12/24/06 through 6/23/07

All employees hired by the Employer for a temporary period, for a season or for a limited period of time and not through the Civil Service procedure to perform bargaining unit work, except Kitchen Workers, Parkers, Ticket Takers and Ushers (Door Guards), who are employed at the Dane County Coliseum on an on-call basis, shall be defined as Limited Term Employees (LTE). The Employer agrees that Limited Term Employees will be kept to the lowest number consistent with the Employer's needs and that Limited Term Employees will not be used to avoid the filling of positions through the Civil Service procedure. Limited Term Employees shall be limited to one thousand forty (1,040) hours of continuous or regularly scheduled work in a payroll year, (i.e., excludes on-call LTE work). In keeping with the above intent, the Employer shall not serialize or rotate Limited Term Employees into the same continuous work assignments (i.e., cannot rotate LTEs in and out of a job to provide a continuously filled position). The County shall layoff all Limited Term Employees prior to the layoff of regular employees doing similar work, provided the remaining employees are qualified to perform the work. The County agrees to meet with the Union prior to laying off any County employee under this provision.

The hourly rates of pay shall be as follows:

FOR EMPLOYEES OF PUBLIC SAFETY COMMUNICATIONS DEPARTMENT AND HUMAN SERVICES DEPARTMENT:

Minimum rate of class in which employee works.

FOR ALL OTHERS:

Clerical (Non Typing)	\$9.75 per hour up through minimum hourly rate of Range 10 (\$16.56)
Clerical (Typing)	\$11.56 per hour up through minimum hourly rate of Range 10 (\$16.56)
General Laborer	\$10.62 per hour up through minimum hourly rate of Range 9 (\$16.22)
Juvenile Court Wkr	\$12.10 per hour up through minimum hourly rate of Range 16 (\$18.74)
Park Laborer	\$11.85 per hour up through minimum hourly rate of Range 12 (\$17.18)
Public Wks Laborer	\$11.85 per hour up through minimum hourly rate of Range 12 (\$17.18)

APPENDIX B - LIMITED TERM EMPLOYEES  
6/24/07 through 12/22/07

All employees hired by the Employer for a temporary period, for a season or for a limited period of time and not through the Civil Service procedure to perform bargaining unit work, except Kitchen Workers, Parkers, Ticket Takers and Ushers (Door Guards), who are employed at the Dane County Coliseum on an on-call basis, shall be defined as Limited Term Employees (LTE). The Employer agrees that Limited Term Employees will be kept to the lowest number consistent with the Employer's needs and that Limited Term Employees will not be used to avoid the filling of positions through the Civil Service procedure. Limited Term Employees shall be limited to one thousand forty (1,040) hours of continuous or regularly scheduled work in a payroll year, (i.e., excludes on-call LTE work). In keeping with the above intent, the Employer shall not serialize or rotate Limited Term Employees into the same continuous work assignments (i.e., cannot rotate LTEs in and out of a job to provide a continuously filled position). The County shall layoff all Limited Term Employees prior to the layoff of regular employees doing similar work, provided the remaining employees are qualified to perform the work. The County agrees to meet with Union prior to laying off any County employee under this provision.

The hourly rates of pay shall be as follows:

FOR EMPLOYEES OF PUBLIC SAFETY COMMUNICATIONS DEPARTMENT AND HUMAN SERVICES DEPARTMENT:

Minimum rate of class in which employee works.

FOR ALL OTHERS:

Clerical (Non Typing)	\$9.85 per hour up through minimum hourly rate of Range 10 (\$16.73)
Clerical (Typing)	\$11.68 per hour up through minimum hourly rate of Range 10 (\$16.73)
General Laborer	\$ 10.73 per hour up through minimum hourly rate of Range 9 (\$16.38)
Juvenile Court Wkr	\$ 12.22 per hour up through minimum hourly rate of Range 16 (\$18.93)
Park Laborer	\$11.97 per hour up through minimum hourly rate of Range 12 (\$17.35)
Public Wks Laborer	\$11.97per hour up through minimum hourly rate of Range 12 (\$17.35)

APPENDIX B - LIMITED TERM EMPLOYEES  
12/23/07 through 6/21/08

All employees hired by the Employer for a temporary period, for a season or for a limited period of time and not through the Civil Service procedure to perform bargaining unit work, except Kitchen Workers, Parkers, Ticket Takers and Ushers (Door Guards), who are employed at the Dane County Coliseum on an on-call basis, shall be defined as Limited Term Employees (LTE). The Employer agrees that Limited Term Employees will be kept to the lowest number consistent with the Employer's needs and that Limited Term Employees will not be used to avoid the filling of positions through the Civil Service procedure. Limited Term Employees shall be limited to one thousand forty (1,040) hours of continuous or regularly scheduled work in a payroll year, (i.e., excludes on-call LTE work). In keeping with the above intent, the Employer shall not serialize or rotate Limited Term Employees into the same continuous work assignments (i.e., cannot rotate LTEs in and out of a job to provide a continuously filled position). The County shall layoff all Limited Term Employees prior to the layoff of regular employees doing similar work, provided the remaining employees are qualified to perform the work. The County agrees to meet with Union prior to laying off any County employee under this provision. The hourly rates of pay shall be as follows:

FOR EMPLOYEES OF PUBLIC SAFETY COMMUNICATIONS DEPARTMENT AND HUMAN SERVICES DEPARTMENT:

Minimum rate of class in which employee works.

FOR ALL OTHERS:

Clerical (Non Typing)	\$10.10 per hour up through minimum hourly rate of Range 10 (\$17.15)
Clerical (Typing)	\$11.97 per hour up through minimum hourly rate of Range 10 (\$17.15)
General Laborer	\$11.00 per hour up through minimum hourly rate of Range 9 (\$16.79)
Juvenile Court Wkr	\$12.53 per hour up through minimum hourly rate of Range 16 (\$19.40)
Park Laborer	\$12.27 per hour up through minimum hourly rate of Range 12 (\$17.78)
Public Wks Laborer	\$12.27 per hour up through minimum hourly rate of Range 12 (\$17.78)

APPENDIX B - LIMITED TERM EMPLOYEES  
6/22/08 through 12/20/08

All employees hired by the Employer for a temporary period, for a season or for a limited period of time and not through the Civil Service procedure to perform bargaining unit work, except Kitchen Workers, Parkers, Ticket Takers and Ushers (Door Guards), who are employed at the Dane County Coliseum on an on-call basis, shall be defined as Limited Term Employees (LTE). The Employer agrees that Limited Term Employees will be kept to the lowest number consistent with the Employer's needs and that Limited Term Employees will not be used to avoid the filling of positions through the Civil Service procedure. Limited Term Employees shall be limited to one thousand forty (1,040) hours of continuous or regularly scheduled work in a payroll year, (i.e., excludes on-call LTE work). In keeping with the above intent, the Employer shall not serialize or rotate Limited Term Employees into the same continuous work assignments (i.e., cannot rotate LTEs in and out of a job to provide a continuously filled position). The County shall layoff all Limited Term Employees prior to the layoff of regular employees doing similar work, provided the remaining employees are qualified to perform the work. The County agrees to meet with Union prior to laying off any County employee under this provision.

The hourly rates of pay shall be as follows:

FOR EMPLOYEES OF PUBLIC SAFETY COMMUNICATIONS DEPARTMENT AND HUMAN SERVICES DEPARTMENT:

Minimum rate of class in which employee works.

FOR ALL OTHERS:

Clerical (Non Typing)	\$10.20 per hour up through minimum hourly rate of Range 10 (\$17.32)
Clerical (Typing)	\$12.09 per hour up through minimum hourly rate of Range 10 (\$17.32)
General Laborer	\$11.11 per hour up through minimum hourly rate of Range 9 (\$16.96)
Juvenile Court Wkr	\$12.66 per hour up through minimum hourly rate of Range 16 (\$19.59)
Park Laborer	\$12.39 per hour up through minimum hourly rate of Range 12 (\$17.96)
Public Wks Laborer	\$12.39 per hour up through minimum hourly rate of Range 12 (\$17.96)

APPENDIX B - LIMITED TERM EMPLOYEES  
12/21/08 through 6/20/09

All employees hired by the Employer for a temporary period, for a season or for a limited period of time and not through the Civil Service procedure to perform bargaining unit work, except Kitchen Workers, Parkers, Ticket Takers and Ushers (Door Guards), who are employed at the Dane County Coliseum on an on-call basis, shall be defined as Limited Term Employees (LTE). The Employer agrees that Limited Term Employees will be kept to the lowest number consistent with the Employer's needs and that Limited Term Employees will not be used to avoid the filling of positions through the Civil Service procedure. Limited Term Employees shall be limited to one thousand forty (1,040) hours of continuous or regularly scheduled work in a payroll year, (i.e., excludes on-call LTE work). In keeping with the above intent, the Employer shall not serialize or rotate Limited Term Employees into the same continuous work assignments (i.e., cannot rotate LTEs in and out of a job to provide a continuously filled position). The County shall layoff all Limited Term Employees prior to the layoff of regular employees doing similar work, provided the remaining employees are qualified to perform the work. The County agrees to meet with Union prior to laying off any County employee under this provision.

The hourly rates of pay shall be as follows:

FOR EMPLOYEES OF PUBLIC SAFETY COMMUNICATIONS DEPARTMENT AND HUMAN SERVICES DEPARTMENT:

Minimum rate of class in which employee works.

FOR ALL OTHERS:

Clerical (Non Typing)	\$10.46 per hour up through minimum hourly rate of Range 10 (\$17.75)
Clerical (Typing)	\$12.39 per hour up through minimum hourly rate of Range 10 (\$17.75)
General Laborer	\$11.39 per hour up through minimum Hourly rate of Range 9 (\$17.38)
Juvenile Court Wkr	\$12.98 per hour up through minimum hourly rate of Range 16 (\$20.08)
Park Laborer	\$12.70 per hour up through minimum hourly rate of Range 12 (\$18.41)
Public Wks Laborer	\$12.70 per hour up through minimum hourly rate of Range 12 (\$18.41)

APPENDIX B - LIMITED TERM EMPLOYEES  
6/21/09 through 12/19/09

All employees hired by the Employer for a temporary period, for a season or for a limited period of time and not through the Civil Service procedure to perform bargaining unit work, except Kitchen Workers, Parkers, Ticket Takers and Ushers (Door Guards), who are employed at the Dane County Coliseum on an on-call basis, shall be defined as Limited Term Employees (LTE). The Employer agrees that Limited Term Employees will be kept to the lowest number consistent with the Employer's needs and that Limited Term Employees will not be used to avoid the filling of positions through the Civil Service procedure. Limited Term Employees shall be limited to one thousand forty (1,040) hours of continuous or regularly scheduled work in a payroll year, (i.e., excludes on-call LTE work). In keeping with the above intent, the Employer shall not serialize or rotate Limited Term Employees into the same continuous work assignments (i.e., cannot rotate LTEs in and out of a job to provide a continuously filled position). The County shall layoff all Limited Term Employees prior to the layoff of regular employees doing similar work, provided the remaining employees are qualified to perform the work. The County agrees to meet with Union prior to laying off any County employee under this provision.

The hourly rates of pay shall be as follows:

FOR EMPLOYEES OF PUBLIC SAFETY COMMUNICATIONS DEPARTMENT AND HUMAN SERVICES DEPARTMENT:

Minimum rate of class in which employee works.

FOR ALL OTHERS:

Clerical (Non Typing)	\$10.62 per hour up through minimum hourly rate of Range 10 (\$18.02)
Clerical (Typing)	\$12.58 per hour up through minimum hourly rate of Range 10 (\$18.02)
General Laborer	\$11.56 per hour up through minimum hourly rate of Range 9 (\$17.64)
Juvenile Court Wkr	\$13.17 per hour up through minimum hourly rate of Range 16 (\$20.38)
Park Laborer	\$12.89 per hour up through minimum hourly rate of Range 12 (\$18.69)
Public Wks Laborer	\$12.89 per hour up through minimum hourly rate of Range 12 (\$18.69)

## PROVISIONS FOR LIMITED TERM EMPLOYEES

Limited Term Employees to receive time and one-half (1/2) their hourly rate for all work performed in excess of forty (40) hour per week.

Limited Term Employees who are directed to use their personal vehicles for County business shall be reimbursed as provided in the main body of the agreement. Limited Term Employees who qualify under the rules of the Department of Employee Trust Funds shall be entitled to retirement contributions as provided in the main body of this agreement. Limited Term Employees shall have access to parking as arranged by the Parking Ramp Manager.

For limited term employees required to wear safety shoes/boots, the employer shall provide a fifty dollar (\$50.00) annual payment to such employees after the employee has completed one hundred (100) hours of County employment and fifty dollars (\$50.00) annually thereafter.

Limited term employees who purchase one (1) of the bus passes specified in Article 17.04 and who utilize same pass for their mode of transportation to and from work are entitled to a subsidy as provided in Article 17.04.

LTE employees are covered by the terms of Article III and this Appendix B. Any disagreement as to the application of Article III and this Appendix B shall be resolved in accordance with Article V.

MEMORANDUM OF UNDERSTANDING  
between  
Joint Council of Unions, AFSCME, AFL-CIO (Union)  
and  
Dane County (Employer)

Re: Vacation Selection for Employees at Badger Prairie Health Care Center

THE UNION AND THE EMPLOYER DO HEREBY AGREE AS FOLLOWS:

In an effort to distribute vacation in a more equitable manner, and to ensure a more even distribution among all employees, the following guidelines are set forth:

Effective January 1, 1996, a new system for selecting vacation and holiday time was instituted. Each Department management will provide a "Vacation Calendar." Each employee will be contacted by seniority.

1. The "vacation calendar" for each calendar year will be for a twelve (12) month period, January 1, through December 31. Vacation will be selected between October 1 and November 30 of the preceding year.
2. Scheduling time off will include days off. Days off will be taken into account if there is a shift change.
3. A fixed number of people can be accommodated on any given day. That number will be determined and posted before the sign up period begins. If fewer people than that number are listed, sign up. If that number has already been met, employees are expected to make another selection.
4. Requests will be planned with back up dates in case choices are not available. The process must be completed by November 30 every year.
5. Employee will sign up on the calendar in ink. Manager, or designee, will initial as witness. Manager, or designee, will also provide a photocopy of all selections employee has made. Employee should save this copy for future reference.
6. There will be no blocks of days required but employees must schedule at least one-half (1/2) of eligible days available. Employees may schedule all of their available hours.
7. All time does not have to be scheduled. Some may be saved for last minute requests.
8. Requests made after the process is complete will be on a "first come-first served" basis and will require a Request Slip.
9. Cancellation of approved time must be done one (1) month in advance.
10. Employees not wishing to cancel unwanted time already granted may "trade" with another employee. However, "trades" must be equal in time and each Employee assumes the position of the person trading. (Example: trade with a Float, become the float.)
11. Vacation Calendar cannot and shall not be removed from the designated site.

THIS AGREEMENT shall not be construed as creating a binding precedent or practice by either party and shall not be considered as creating any future obligations on either party to act in similar fashion under the same or similar circumstances.

THIS AGREEMENT shall be in force through, but will not exceed, the term of this contract unless terminated by mutual consent of both parties.

MEMORANDUM OF UNDERSTANDING  
between  
Joint Council of Unions, AFSCME, AFL-CIO (Union)  
and  
Dane County (Employer)

The Union and Employer, being parties to a collective bargaining agreement and desiring to initiate a flex-time arrangement for the following Badger Prairie Health Care Center Consolidated Food Service (CFS) positions: Diet Clerk, Dietetic Specialist, Inventory Control Technician, Stock Clerk, CFS Janitors, and two (2) Lead Food Service Workers do hereby agree to the following flex-time terms:

1. That variations of the work schedule will be allowed to meet the desires of the work unit and the employee. This arrangement will allow flexible hours that may vary each week. The flexible schedule will be developed on a three (3) week basis with mutual agreement of both parties.
2. That the flex-time schedule may allow employees to work more than five (5) days in one (1) week and more than eight (8) hours in one (1) day.
3. That the flex-time schedule shall not require undesirable pay when employees choose to work between 6 p.m. and 6 a.m. or Saturday and Sunday (Janitors excluded).
4. That this agreement will expire at the termination date of this contract.
5. That the above flex-time schedules shall not require overtime pay under Section 9.08 of the contract unless more than eighty (80) hours have been worked in a pay period.
6. That this agreement shall not be construed as creating a binding precedent or practice by either party and shall not be considered as creating any future obligations on either party to act in similar fashion under the same or similar condition.
7. That neither party waives any rights, according to its own interpretation of the labor agreement between the County and the Joint Council of Unions, by virtue of entering into this agreement.

MEMORANDUM OF UNDERSTANDING  
between  
Joint Council of Unions, AFSCME, AFL-CIO (Union)  
and  
Dane County (Employer)

The Union and Employer, being parties to a collective bargaining agreement and desiring to continue the flex-time arrangements for the Accounting Division at Badger Prairie Health Care Center, do hereby agree as follows to the following flex-time terms as allowed under Section 9.01 of the contract:

1. That the preferred flex-time arrangement of the Accounting Division shall be a scheduled work week of four (4) nine (9) hour days and one (1) four (4) hour day Sunday through Saturday.
2. That an alternative variation of the above scheduled workweek will be allowed to meet the respective desires of the work unit and the employee. This arrangement will allow flexible hours that may vary each week. This flexible schedule will be developed on a monthly basis and will be designed to meet the mutual needs of the two (2) parties.
3. That the above schedules may consist of non-consecutive days if management and the affected employee mutually agree.
4. That any time worked outside Monday-Friday shall require mutual agreement by division management and the affected employee.
5. That the alternative flex-time schedule may allow employees to work on more than five (5) days in one (1) week and more than ten (10) hours in one (1) day.
6. That the above flex-time schedules shall not require overtime pay under Section 9.08 of the contract unless more than forty (40) hours have been worked in a work week or, if the parties agree on an alternative work schedule consisting of more than forty (40) hours in a particular week then overtime shall be paid if more than eighty (80) hours have been worked in a pay period.
7. That this agreement shall not be construed as creating a binding precedent or practice by either party and shall not be considered as creating any future obligations on either party to act in similar fashion under the same or similar condition.
8. That neither party waives any rights, according to its own interpretation of the labor agreement between the County and the Joint Council of Unions, by virtue of entering into this agreement.

MEMORANDUM OF UNDERSTANDING  
between  
Joint Council of Unions, AFSCME, AFL-CIO (Union)  
and  
Dane County (Employer)

The parties recognize that scheduling matters involving Certified Nursing Attendants (CNAs) have a financial and operational impact on the Badger Prairie Health Care Center and on Dane County. To that end, the parties have agreed to establish a joint study committee to review, study, develop, discuss and make recommendations regarding these matters. This memorandum of agreement is to establish the working basis for such a study committee. While the work of the committee in prior years has been incorporated into this collective bargaining agreement between the Union and County, the parties agreed to continue the work of the committee on related issues during the term of the 2006-09 contract. Additional topics that the parties have agreed to consider include whether voluntary overtime shall be limited in each pay period and whether CNA's who have achieved a certain seniority level should be exempt from mandated overtime.

Committee Establishment. A joint study committee of eight (8) members is hereby established for the purpose set forth below. Each party shall appoint four (4) members of the committee. The County representatives on the committee shall include the chief of staff from the executive's office, the County's labor negotiator plus two (2) other members. The Union representatives on the committee shall include the President of Local 705, the staff representative of Council 40, AFSCME plus two (2) other members. The committee shall elect a chairperson. Members of the committee shall be in pay status and time served shall be considered as part of the regular work shift.

Quorum. Seven (7) members shall constitute a quorum. Action taken by the committee shall be by simple majority of those attending a particular meeting.

Meeting Notices. Meetings shall be scheduled periodically at mutually agreeable times, but no less than monthly, consistent with the timetable incorporated herein. Chairperson shall provide written notice of the meetings to each member of the committee and will provide an agenda of what is to be discussed at a particular meeting. Members wishing to place items on the agenda shall contact the chairperson. The length of a particular meeting will generally not exceed two (2) hours, but will be determined by the progress being made at the meeting. The committee may use outside expertise as a resource.

Minutes. The committee shall, at its first meeting, designate a member to keep minutes. The minutes shall be subject to approval by the committee. In an effort to stimulate the free and open exchange of information necessary to the committee's success, minutes of meetings shall not be used by either party in any subsequent arbitration proceedings.

Recommendation. Any recommendation, in written form, shall be presented to the respective parties' negotiation committees. To be adopted, any recommendations must be ratified and adopted through the collective bargaining process. Recommendations shall not be used by either party in support of their positions in any subsequent arbitration proceeding.

Dated at Madison Wisconsin this 19th day of July, 2002  
Renewed at Madison, Wisconsin this 14th day of December, 2003.  
Renewed at Madison, Wisconsin this 24th day of December, 2006.

MEMORANDUM OF UNDERSTANDING  
between  
Joint Council of Unions, AFSCME, AFL-CIO (Union)  
and  
Dane County (Employer)

Re: Parks Department Student Interns

Dane County and Dane County Joint Council of Unions, AFSCME, AFL-CIO agree to create a wage classification for student interns in the Parks Department in the event that the County desires to use student interns during the term of this 2006-2009 contract as follows:

1. The classification of "Student Intern (LTE) – Parks Department" shall be created with an hourly wage rate of nine dollars and fifty cents (\$9.50).
2. All Student Intern (LTE) – Parks Department employees will be required to work on special volunteer projects as part of their internship without pay. These special volunteer projects will be outlined in the student's agreement. Student Intern (LTE) – Parks Department employees will be paid for all scheduled work in the parks.
3. It is agreed that there will be no more than ten (10) Student Intern (LTE) – Parks Department employees each year during the term of this contract.
4. The County agrees that during the term of this contract employees in the following classifications in the Parks Department shall not be scheduled to work on Saturdays or Sundays:
  - Arborist
  - Groundskeeper
  - Heavy Equipment Operator
  - Mechanic
  - Mechanical Repair Worker
  - Park Laborer
  - Park Maintenance Technician
  - Park Specialist
5. The provisions of Article III shall apply to the Student Intern
6. This agreement shall not be construed as creating a binding precedent or practice by either party and shall not be considered as creating any future obligations on either party to act in similar circumstances. This memorandum shall expire when the 2006-2009 labor contract expires.

Dane County  
Coaching Note

(Performance Reasons - Non-disciplinary)

NAME OF EMPLOYEE: \_\_\_\_\_

EMPLOYEE WAS COACHED FOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor Signature

- To The Employee:
- 1) A copy of this note will be placed in your personnel file.
  - 2) You have the right to review or authorize a union representative to review your personnel file and to respond to items contained therein as provided by Wisconsin Statute 103.13.
  - 3) Your signature below reflects only that you have received a copy of this document.
  - 4) Coaching notes shall become invalid after one (1) year.
  - 5) Badger Prairie coaching notes can only be written, signed, delivered and discussed by management level supervisors.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Signature

. MEMORANDUM OF UNDERSTANDING  
between  
Joint Council of Unions, AFSCME, AFL-CIO (Union)  
and  
Dane County (Employer)

During bargaining over the 2006-2009 collective bargaining agreement, the parties hereto discussed pending federal legislation affecting commercial drivers licenses (CDL). The parties agreed to the following in light of these discussions:

1. Dane County employees who lose their required CDL will continue to be employed by the County for up to one (1) year at their current pay range provided:
  - a. The loss of the CDL is for non-work related causes, and
  - b. The employee remains available for work.
2. This provision is limited to ten (10) employees in each bargaining unit at any one time. In the event all slots are filled, the more senior employee shall receive the benefit of this provision.
3. This provision may be accessed by an employee only one (1) time in the event of the loss of the CDL as the result of a non-work related drug or alcohol violation.
4. This Memorandum shall expire on December 19, 2009, but shall continue during any hiatus following the 2006-2009 agreement.

MEMORANDUM OF UNDERSTANDING  
between  
Joint Council of Unions, AFSCME, AFL-CIO (Union)  
and  
Dane County (Employer)

The County agrees that should it voluntarily provide an across the board wage increase to any employees in another bargaining unit or to unrepresented employees that is greater than that provided in this agreement said increase(s) shall be applied to the employees covered by the terms of this agreement on the same basis.

MEMORANDUM OF UNDERSTANDING  
between  
Joint Council of Unions, AFSCME, AFL-CIO (Union)  
and  
Dane County (Employer)

The parties agree that employees will be afforded the opportunity to select the following option, in addition to the other two (2) options contained in Section 14.06 of the parties' collective bargaining agreement for the term of this contract.

Wellness Program:

Employees selecting Short Term Disability/Long Term Disability insurance will be granted sixteen (16) wellness hours in the pay period in which March premiums are withheld. Employees selecting only LTD insurance will be granted eight (8) wellness hours in the pay period in which March premiums are withheld. Employees who used forty-eight (48) or less hours of sick leave during the preceding payroll year will be granted eight (8) additional wellness hours during the following year. The employee may use the wellness hours with the approval of the employee's supervisor. When wellness hours are not used within the payroll year in which they are earned they may be carried over but must be used by the end of the first bi-weekly pay period falling in October of the succeeding year or they shall be lost. Employees pay the entire premium for disability insurance. Any disability insurance benefits paid to the employee will be tax-free. This MOU shall be effective for the term of the 2006-2009 collective bargaining agreement.

MEMORANDUM OF UNDERSTANDING  
between  
Joint Council of Unions, AFSCME, AFL-CIO (Union)  
and  
Dane County (Employer)

Vehicle Usage Policy and Procedure: The parties to this agreement have a dispute regarding a "Vehicle Usage Policy and Procedure" that the County would like to implement. The County has not and will not implement such a policy until the procedure has been followed. Following the implementation of this collective bargaining agreement, the parties shall jointly petition the Wisconsin Employment Relations Commission to appoint a staff member to mediate this dispute. The parties agree to participate in one (1) day of mediation, unless they have agreed to further mediation. If no agreement is reached as the result of this effort, the mediator shall be asked to issue a recommended settlement. One or both parties may reject the mediator's proposal in whole or in part. If this matter remains unresolved as the result of the mediator's recommendations, after a reasonable time, the County may implement said policy. The Union may, if it so chooses, grieve on the basis that the policy is unreasonable and otherwise violates the collective bargaining agreement. The status quo shall be the state of the matter prior to the issuance of the policy by the County.

MEMORANDUM OF UNDERSTANDING  
between  
Joint Council of Unions, AFSCME, AFL-CIO (Union)  
and  
Dane County (Employer)

Effective with the commencement of this collective bargaining agreement, the County agrees to amend its Flex Plan to provide:

- (a) a “grace period” following the end of each plan year through March 15 of the new year; and
- (b) that terminating employees can contribute the remainder of their annual election amount via a tax-free lump sum contribution taken from their last regular paycheck(s).

MEMORANDUM OF UNDERSTANDING  
between  
Joint Council of Unions, AFSCME, AFL-CIO (Union)  
and  
Dane County (Employer)

At the discretion of their supervisor retiring employees may be permitted to remain in paid status by using accrued vacation and other paid time (excluding sick leave) until such time is exhausted. If the retiring employee's supervisor refuses such a request, the decision may be appealed to the Director of Administration who shall decide the matter and whose decision shall be final.

MEMORANDUM OF UNDERSTANDING  
between  
Joint Council of Unions, AFSCME, AFL-CIO (Union)  
and  
Dane County (Employer)

The parties agree to meet as may be needed to discuss situations where employees work from home.

MEMORANDUM OF UNDERSTANDING  
between  
Joint Council of Unions, AFSCME, AFL-CIO (Union)  
and  
Dane County (Employer)

During the course of negotiations that resulted in this collective bargaining agreement, the parties explored the possibility of expanding the Accrued Sick Leave credit benefit contained in Section 15.02 to include vacation/sabbatical bank accruals. The parties want to provide employees/survivors with the additional option of converting all or part its value for the purposes established in Section 15.02, without compromising the current usage of such time, creating additional tax liabilities or any other adverse impact. Upon the ratification of this collective bargaining agreement, the parties will meet as is necessary to attempt to find a mechanism that accomplishes this goal. If successful and subject to ratification by both parties, such changes as may be agreed upon will be incorporated into this collective bargaining agreement.

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**Joint Council of Unions, AFSCME, AFL-CIO (Union)**  
**And**  
**Dane County (County)**

The Union and the County, being parties to a collective bargaining agreement, do hereby agree as follows:

1. This memorandum provides guidance on the administration of section 14.01(d) of the collective bargaining agreement.
2. The Badger Prairie Health Care Center, Department of Human Services employs several part time Certified Nursing Attendants in positions authorized at 0.2 FTE. However, scheduling requirements allow these employees to work more hours than their authorized full time equivalency.
3. The number of hours worked each pay period is not constant or predictable.
4. Section 14.01(d) of the collective bargaining agreement specifies the proration of benefits for part time employees who work more than their budgeted FTE, but the language does not address the manner in which proration should occur if the fluctuation in the number of hours worked is unpredictable.
5. To equitably prorate benefits for these part time employees, the County will, on a quarterly basis, average the number of hours worked in the preceding quarter, as compared to a full time employee. This percentage will be used in the subsequent quarter as the share of insurance premiums paid by the County and the share paid by the employee. The calculated percentage will remain in effect for the next three months, at which time a new calculation will be made, using the hours worked in that quarter.
6. The average hours worked, compared to a full time employee will continue to be updated each quarter, based on the previous quarter's hours worked, and will be applied to the upcoming quarter's insurance premium.
7. This memorandum is effective April 1, 2005.
8. The County shall reimburse employees Ladonna Combs, Angela Rideout and Kari Kahl on a prorata basis for insurance payments made prior to April 1, 2005, pursuant to the attached spreadsheet.
9. This memorandum shall have no precedential effect.