

COLLECTIVE BARGAINING AGREEMENT

Between

IOWA COUNTY

And

IOWA COUNTY HIGHWAY EMPLOYEES

LOCAL 1266, AFSCME, AFL-CIO



January 1, 2007- December 31, 2008

TABLE OF CONTENTS

AGREEMENT 1

ARTICLE 1 - RECOGNITION 1

 1.02 Regular Employees 1

 1.03 Seasonal Employees 1

ARTICLE 2 - UNION RIGHTS: FAIR SHARE AND UNION ACTIVITY 1

 2.01 Dues Deduction..... 1

 2.02 Fair Share 1

 2.03 Hold Harmless..... 1

 2.04 Fair Representation..... 1

ARTICLE 3 - MANAGEMENT RIGHTS 2

ARTICLE 4 - DISCIPLINE AND DISCHARGE 3

 4.01 Just Cause 3

 4.02 Union Steward..... 3

 4.03 Limitations 3

 4.04 Personnel Files 3

ARTICLE 5 - GRIEVANCE PROCEDURE 3

 5.01 Definition 3

 5.02 STEP 1 3

 5.03 STEP 2 3

 5.04 STEP 3 3

 Arbitration Procedure 3

 5.05 Pay for Time Spent at Hearings 4

ARTICLE 6 - SENIORITY 4

 6.01 Policy and Definition..... 4

 6.02 Seniority Roster..... 4

 6.03 Probation 4

 6.04 Job Postings..... 4

 6.05 Selection 4

 6.06 Temporary Filling 5

 6.07 Qualifications..... 5

 6.08 Trial Period..... 5

 6.09 Layoff and Recall 5

 6.10 Loss of Seniority..... 5

ARTICLE 7 - HOURS OF WORK 5

 7.01 Work Day and Work Week..... 5

 7.02 Rest Breaks..... 6

 7.03 Overtime..... 6

 7.04 Distribution of Overtime..... 6

7.05	<u>Elections</u>	<u>6</u>
ARTICLE 8 - HOLIDAYS		
8.01	<u>Paid Holidays</u>	<u>6</u>
8.02	<u>Eligibility</u>	<u>7</u>
8.03	<u>Holiday Falling During Vacation or Illness</u>	<u>7</u>
8.04	<u>Work on a Holiday</u>	<u>7</u>
ARTICLE 9 - VACATIONS.....		
9.02	<u>Notice</u>	<u>7</u>
9.04	<u>Payout at Termination</u>	<u>7</u>
9.05	<u>Minimum Increment of Use</u>	<u>8</u>
ARTICLE 10 - SICK LEAVE		
10.01	<u>Accrual and Accumulation</u>	<u>8</u>
10.02	<u>Use</u>	<u>8</u>
10.03	<u>Payout at Death or Retirement</u>	<u>8</u>
ARTICLE 11 - OTHER PAID LEAVES		
11.01	<u>Bereavement Leave</u>	<u>8</u>
11.02	<u>Death of Department Employee</u>	<u>8</u>
11.03	<u>Military Leave</u>	<u>9</u>
11.04	<u>Jury Duty</u>	<u>9</u>
ARTICLE 12 - LEAVES OF ABSENCE WITHOUT PAY		
ARTICLE 13 - INSURANCE AND RETIREMENT		
13.01	<u>Health Insurance</u>	<u>9</u>
13.02	<u>Life Insurance</u>	<u>9</u>
13.03	<u>Eligibility for Insurance Benefits</u>	<u>10</u>
13.04	<u>Dental Insurance</u>	<u>10</u>
13.05	<u>Retirement</u>	<u>10</u>
13.06	<u>Section 125 Plan for Premiums Only</u>	<u>10</u>
ARTICLE 14 - COMMERCIAL DRIVER'S LICENSE		
14.07	<u>Drug and Alcohol Testing</u>	<u>11</u>
ARTICLE 15 - COMPENSATION		
15.03	<u>Longevity</u>	<u>11</u>
15.04	<u>Pay Day</u>	<u>12</u>
15.05	<u>Direct Deposit</u>	<u>12</u>
ARTICLE 16 - NO STRIKE - NO LOCKOUT		
ARTICLE 17 - SAVINGS		
ARTICLE 18 - ENTIRE AGREEMENT		

ARTICLE 19 - TERM [12](#)
APPENDIX A [14](#)
LETTER OF AGREEMENT [15](#)
 Re: Meal Practices [15](#)
 Re: Ten Hour Work Day [17](#)

AGREEMENT

This Agreement made and entered into this first (1st) day of January, 2007 by and between Iowa County, Wisconsin, hereinafter referred to as the "Employer," and Iowa County Employees, Local 1266, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union."

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

ARTICLE 1 - RECOGNITION

1.01 The Employer recognizes the Union as the exclusive collective bargaining representative for all the employees of the Iowa County Highway Department, except the Commissioner, Patrol Superintendent and Office Administrator on all questions of wages, hours, and conditions of employment.

1.02 Regular Employees: Regular employees are defined as employees who may be full-time or part-time, and who normally work throughout the calendar year.

1.03 Seasonal Employees: Seasonal employees are defined as employees who work one season of the year, and do not work more than 90 calendar days in any given calendar year.

ARTICLE 2 - UNION RIGHTS: FAIR SHARE AND UNION ACTIVITY

2.01 Dues Deduction: The Employer agrees to deduct union dues from the employee's wages upon written authorization by the employee. The deductions shall be made once each month and the total of such deductions made payable to the Union treasurer within ten (10) days of such deduction.

2.02 Fair Share: The County agrees that for those new employees hired after January 1, 1979, it will deduct from the earnings of such employees in the collective bargaining unit covered by this Agreement, the amount of money certified by the Union as being the monthly dues uniformly required of all members. Changes in the amount of dues to be deducted shall be certified by the Union.

2.03 Hold Harmless: The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, and other forms of liabilities which shall arise out of any action taken by the Employer under this Article for the purpose of complying with the provisions of this Article.

2.04 Fair Representation: The Union, as the exclusive representative of all employees in the collective bargaining unit will represent all such employees, union and nonunion, fairly and equally and all new employees in the unit hired after January 1, 1979, will be required to

pay their proportionate share of the cost of collective bargaining and contract administration by the Union. No employee shall be required to join the Union, but membership shall be made available to all employees who apply. No employee shall be denied union membership because of race, creed, color, age or sex.

ARTICLE 3 - MANAGEMENT RIGHTS

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

- A) To direct all operations of the County;
- B) To establish reasonable work rules and schedules of work;
- C) To suspend, demote, discharge and take other disciplinary action against employees for just cause;
- D) To layoff employees;
- E) To maintain efficiency of County operations;
- F) To take whatever action is necessary to comply with State or Federal law;
- G) To introduce new or improved methods or facilities;
- H) To change existing methods or facilities;
- I) To determine the kinds and amounts of services to be performed as pertains to County operations; and the number and kind of classifications to perform such services;
- J) To contract out for goods and services subject to the following conditions: The County agrees that no work will be transferred out of the bargaining unit while any unit employees are on layoff, nor shall any unit employees be laid off as a result of a decision to transfer work out of the bargaining unit, provided the decision to transfer work out of the bargaining unit is a mandatory subject of bargaining.
- K) To determine the methods, means and personnel by which County operations are to be conducted;
- L) To take whatever action is necessary to carry out the functions of the County in situations of emergency.

3.02 The above rights shall not be used for the purpose of discriminating against any employee or for the purpose of discrediting or weakening the Union, and provided further, that the above rights shall be used fairly and reasonably.

ARTICLE 4 - DISCIPLINE AND DISCHARGE

4.01 Just Cause: No employee shall be disciplined or discharged without just cause.

4.02 Union Steward: A steward or officer of the Union may be present when an employee is being reprimanded by the Employer.

4.03 Limitations: Written reprimands will remain in effect for a period of time not to exceed eighteen (18) months; at the end of such period of time, it shall become null and void.

4.04 Personnel Files: Personnel files shall be open to employees and officers of the Union at all times. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, and other forms of liabilities which shall arise out of any action taken by the Employer under this Section for the purpose of complying with the provisions of this Section.

ARTICLE 5 - GRIEVANCE PROCEDURE

5.01 Definition: A grievance shall mean any dispute concerning the interpretation or application of a provision of this Contract, and shall be handled in the following manner:

5.02 STEP 1: The Union Committee and/or Union Representative, shall present the grievance in writing to the Highway Commissioner no later than seven (7) working days after the grievance occurred or the employee or the Union knew or should have known of such occurrence. In the event of a grievance, the employee shall perform his/her assigned work task and grieve his/her complaint later. The Commissioner shall within seven (7) working days, in writing, inform the employee and the representative of his/her decision.

5.03 STEP 2: If a satisfactory settlement is not reached as outlined in Step 1, the Union Committee and/or Union Representative may within seven (7) working days of the receipt of the Commissioner's decision, present the grievance to the Iowa County Transportation Committee. Such a meeting shall be held within seven (7) working days of receipt of a written request by the other party unless a later date is set by mutual agreement. The Committee shall within ten (10) working days of the meeting, in writing, inform the Union and employee of its decision.

5.04 STEP 3: If a satisfactory settlement is not reached as outlined in Step 2, either party to this Agreement may request within ten (10) working days of the Union's receipt of the Committee's decision that the dispute be submitted to arbitration.

Arbitration Procedure: The parties shall attempt to select a mutually agreeable arbitrator to hear the case. In the event the parties are unable to agree on the selection of the arbitrator, either party may request the Wisconsin Employment Relations Commission to appoint an arbitrator from its staff. The Arbitrator shall make a decision on the grievance, which shall be final and binding on both parties. Only questions concerning the application or interpretation of this Agreement are subject to arbitration. Expenses for the arbitrator shall be borne equally by the Employer and the Union. The arbitration board shall have no power to modify, add to or delete from the express provisions of this Agreement.

5.05 Pay for Time Spent at Hearings: All time spent during regular working hours by a grievant as well as the grievant's witnesses (if said witnesses are County employees), will be paid by the County only if the grievant prevails in the arbitration award. Until the award is issued, such persons shall be on unpaid status for all time spent during regular working hours while participating in the grievance hearing. The Union is entitled to have one (1) bargaining unit representative present at any grievance hearing to assist the Union in the processing of the grievance. That employee shall be on paid status to the extent the grievance hearing is held during the employee's regular working hours. The person serving in this advisory capacity may not be the grievant. The Union shall notify the department head, or the Iowa County Personnel Department, in writing, at least forty-eight (48) hours in advance of the hearing start time of the names of the persons it intends to appear at the hearing. The Employer and the Union will meet, in advance, to schedule the time when the persons named in the notice are to report. The Employer retains the right, at all times, to deny permission for any employee to appear at a grievance hearing if it reasonably requires said employee(s) to perform other County work at that time. In such event, the hearing may be canceled, adjourned, rescheduled, or postponed in the Arbitrator's discretion.

ARTICLE 6 - SENIORITY

6.01 Policy and Definition: It shall be the policy of the Employer to recognize seniority in filling vacancies, making promotions and in laying off or rehiring, provided however, that the application of seniority shall not materially affect the efficient operation of the Iowa County Highway Department. Seniority shall be defined as length of service in the bargaining unit, dating from the employee's most recent date of hire, and shall not be lost or broken except as provided in Section 6.10, below.

6.02 Seniority Roster: A seniority roster shall be posted on all shop bulletin boards and brought up to date the last working day in December of each year by the Employer.

6.03 Probation: All newly hired employees shall serve a ninety (90) day probationary period. Upon mutual agreement between the Union and the County the probationary period may be extended for an additional period of not more than ninety (90) days. During such probationary period, they shall not attain any seniority rights and shall be subject to dismissal for any reason without recourse to the grievance procedure. Upon completion of the ninety (90) day probationary period, the employee shall be granted seniority rights from the date of original hire, and his/her hourly rate shall advance to the rate shown in Appendix A for his/her classification.

6.04 Job Postings: Whenever a vacancy occurs within the bargaining unit, either as a result of a termination, promotion, transfer or the creation of a new position which the County intends to fill, it shall be posted on all shop bulletin boards for a period of five (5) working days. The County shall notify the Union in writing within fifteen (15) working days of the vacancy, whether it intends to fill a position and when it will be posted. Each employee interested in applying for the job shall endorse his/her name upon such notice in the space provided.

6.05 Selection: The regular employee with the greatest seniority who can qualify for the job, shall be given the job. If no regular employee bidding can qualify for the job, it shall be given to the currently employed seasonal employee with the greatest seniority who can qualify.

6.06 Temporary Filling: The Employer shall have the right to temporarily fill a job that is posted. However, such temporary filling of a job shall continue only for a reasonable time after the end of the five (5) days posting or the settlement of a grievance if one should arise. The County shall fill the position within ten (10) working days of the expiration of the posting, if a qualified applicant is available, and at the same time, notify in writing, the Union and those employees who bid for the position, whether they have been awarded the position or not, and the reasons for same. Nothing in this Section is intended to prevent the County from advertising and filling a position with a qualified outside applicant, if no qualified employee from within the Unit bids for the position.

6.07 Qualifications: The initial determination as to an employee's qualifications shall be made by the Employer. However, if there is any difference of opinion as to the qualifications of an employee, the Union Committee, and/or Union representative may take the matter up for adjustment under Article 5, Grievance Procedure.

6.08 Trial Period: An employee who successfully bids for a position shall serve a thirty (30) calendar day trial period in the new position. If, at the end of the trial period, the employee cannot perform adequately in the new position, or if the employee chooses to return to his/her former position, the County shall return the employee to his/her former position and rate of pay. Those employees who have moved to new positions due to the original promotion shall also be returned to their former positions and rates of pay.

6.09 Layoff and Recall: There shall be two seniority groups; regular employees and seasonal employees. Seasonal employees' seniority group shall be below that of the regular employees, and all seasonal employees shall be laid off prior to any reduction in the regular employee working force. When laying off regular employees, the least senior shall be laid off first, provided that the remaining personnel are qualified to perform the available work. The rehiring of employees that have been laid off shall be in inverse order to that of laying off.

6.10 Loss of Seniority: A regular employee who quits, or is laid off for a period of twenty-four (24) months, or fails to report for work within fifteen (15) days from postmark on notice of recall, or is discharged, except those reinstated under Article 5, Grievance Procedure, shall lose all prior seniority rights.

ARTICLE 7 - HOURS OF WORK

7.01 Work Day and Work Week: The hours of work for regular full-time employees shall be eight (8) hours per day, 7:00 a.m. to 12:00 noon and from 12:30 p.m. to 3:30 p.m., forty (40) hours per week, Monday through Friday. When other than normal schedule of hours is required, the Employer and the Union shall confer and make every effort to reach an agreement each recognizing the needs and desires of the other. Commencing the first Monday in May and ending the last Friday in September of each year, the hours of work may be changed to eight (8) hours per day and forty (40) hours per week, Monday through Friday. Shifts shall not start before 7:00 a.m. nor end later than 5:30 p.m. Any change in any employee's daily work schedule shall be posted one (1) calendar week in advance of such change.

7.02 Rest Breaks: Employees shall receive a fifteen (15) minute paid rest break, which shall normally begin at 9:00 a.m. In addition, the Employer agrees to maintain the practice regarding meal breaks for employees who are called in to work prior to the normal start time.

7.03 Overtime: All overtime shall be authorized by the Highway Commissioner or his/her representative. All employees shall be paid time and one-half (1½) for all hours worked in excess of eight (8) hours per day and for all hours worked in excess of forty (40) hours per week. All time paid shall be considered time worked. Under no circumstances shall overtime be paid twice for the same hours.

7.04 Distribution of Overtime: Overtime shall be distributed according to the following rules:

a. Where work on a job or piece of equipment that is in operation at the end of the normal workday needs to continue beyond the end of the normal workday, the employee(s) working on that job or equipment at that time will be given the first opportunity to work the overtime.

b. Where "a," above, does not apply, or where such offer of overtime provided under "a" is declined, overtime will first be offered to the employee(s) who normally performs the work required.

c. Where "a" and "b" do not result in finding an employee(s) willing to perform the overtime work, overtime will be offered among the other employees in the classification who normally performs the work required with preference given to employees who are physically closest to the job to be performed.

7.05 Elections: Each employee, when not able to do so on his/her own time, shall be allowed time off without loss of pay to cast his/her ballot on all legally constituted elections.

ARTICLE 8 - HOLIDAYS

8.01 Paid Holidays: Each employee upon completion of his/her probationary period, shall be granted the following holidays off with pay:

- | | |
|--|------------------------------|
| 1) New Year's Day | 7) Thanksgiving Day |
| 2) Spring Day (the Friday before the 1 st Sunday after the first full moon in Spring) | 8) Christmas Eve |
| 3) Memorial Day | 9) Christmas Day |
| 4) Fourth of July | 10) New Year's Eve |
| 5) Labor Day | 11) One (1) floating holiday |
| 6) Veterans' Day | |

The one floating holiday will be scheduled by mutual agreement with the employee and supervisor. No more than two (2) employees shall be off on a floating holiday on the same day.

If a holiday falls on a weekend, the Employer, in its discretion, may declare the holiday be observed on the preceding Friday or (and) the following Monday. The Employer shall post which day the holiday will be observed at least one (1) month in advance.

With regard to Christmas Eve and Christmas Day, and New Year's Eve and New Year's Day when both fall on a weekend, the eve holiday will be observed Friday, and the full day holiday will be observed Monday. If the eve holiday falls on Friday, then the full day holiday will be observed Monday. If the eve holiday falls on Sunday, then the eve holiday will be observed on Friday.

8.02 Eligibility: To be eligible for holiday pay, the employee must have worked the regularly scheduled workday before and after the holiday, unless on leave.

8.03 Holiday Falling During Vacation or Illness: If a holiday falls during an employee's vacation, the employee's earned vacation shall be extended the equivalent number of workdays. If an employee is absent on a scheduled holiday due to illness, no sick leave will be charged to that employee for that day.

8.04 Work on a Holiday: When employees are required to work on a holiday, they shall be paid time and one-half (1½) in addition to the holiday pay for all hours worked.

ARTICLE 9 - VACATIONS

9.01 Entitlement Schedule: Each regular employee shall receive vacation with pay at their current hourly rate each year as follows:

- | | | | |
|----|------------------------------|---|------------------|
| a) | After one (1) year | - | two (2) weeks; |
| b) | After eight (8) years | - | three (3) weeks; |
| c) | After sixteen (16) years | - | four (4) weeks; |
| d) | After twenty-five (25) years | - | five (5) weeks. |

9.02 Notice: Employees shall give the Highway Commissioner, or his/her designee, at least ten (10) working days advance notice of the desired vacation time except in cases of emergency. This notice requirement may be waived at the Commissioner's discretion. Choice of vacation time within a given classification shall be by seniority.

9.03 The number of employees on vacation within a given classification at any given period shall be determined by the Highway Commissioner.

9.04 Payout at Termination: Employees who give at least two (2) weeks prior notice to quitting and employees whose service being terminated due to discharge or death or retirement, shall receive all earned vacation based upon actual months of service. If an employee's service is terminated before the sixteenth (16th) of the month, he/she shall not receive credit for such month; however, if the termination occurs on or after the sixteenth (16th) of the month, credit for a full month shall be credited toward the prorated vacation allowance. If an employee is separated from employment with the County, the employee will reimburse the County for any vacation which was taken but unearned.

9.05 Minimum Increment of Use: Employees shall be permitted to use earned vacation in increments of no less than one (1) hour, with prior Employer approval.

ARTICLE 10 - SICK LEAVE

10.01 Accrual and Accumulation: Each regular employee shall be granted and accumulate when not used, one (1) sick leave day (pro-rated for part-time) with pay for each month or major fraction thereof of employment until a total of one hundred and twenty (120) days has been accumulated. Employees who have accumulated 120 days of sick leave shall continue to accrue one day of sick leave, to a maximum of thirty (30) additional days, which shall be placed in a catastrophic sick leave account. The catastrophic sick leave account may be drawn on only in the event that an employee has exhausted all of his/her sick leave, is still unable to return to work, and is still employed by the County.

10.02 Use: The first hour of sick leave shall be used in a one (1) hour block of time; however, sick leave can then be used in one half-hour (1/2) increments after that. Sick leave pay shall begin on the first day of absence and notice must be given to the Employer prior to the regular starting time, if at all possible for the employee to do so. Any employee off from work without written leave of absence in excess of three (3) working days may be required to support his/her claim for sick leave benefits by satisfactory evidence that he/she was under a doctor's care while absent. Sick leave benefits shall not be abused. An employee shall be allowed to use sick leave where there is a serious illness in the employee's immediate family as immediate family is defined in Section 11.01, if the employee's presence is required.

10.03 Payout at Death or Retirement: All employees who retire from the County Highway Department and are eligible for Wisconsin Retirement Fund annuity and/or Social Security, or who die while in the employ of the County (in the case of death, their estate shall be entitled) shall be allowed to convert their accumulated sick leave, other than catastrophic sick leave, to purchase continuing group hospital and surgical insurance and dental insurance under the county employees' insurance plan, or they may receive a cash payout of all unused sick leave, at their discretion. Payment of continuing group hospital and surgical insurance and dental insurance under this section shall be the same as the payment for hospital and surgical insurance and dental insurance under 13.01 of this agreement.

ARTICLE 11 - OTHER PAID LEAVES

11.01 Bereavement Leave: When there is a death in the immediate family of an employee, three (3) consecutive days off with pay will be allowed.

a) Immediate family is defined as mother, father, stepmother, stepfather, brother, sister, stepsister, stepbrother, spouse, son, daughter, stepson, stepdaughter, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandmother, grandfather, grandson and granddaughter.

b) One (1) day off with pay will be allowed for the death of aunts, uncles, nieces, nephews, brother-in-law, sister-in-law, spouse's grandfather and grandmother, spouse's aunt and spouse's uncle.

11.02 Death of Department Employee: In the event of a death of an employee of the Iowa County Highway Department, all employees covered by this Agreement shall be allowed one-half (1/2) day off to attend the funeral without loss of pay.

11.03 Military Leave: Leave of absence shall be automatically granted all employees who are called or volunteer for military service and such employees shall be reinstated to their former job at the expiration of their military service under and pursuant to the provisions of Section 45.50 of the Wisconsin Statutes, 1961.

11.04 Jury Duty: An employee called for jury duty and who serves as a juror on a regularly scheduled working day or days, shall be paid by the County at their regular rate, and the amount paid by the Court for such services shall be refunded to the County. An employee is required to return to work within one (1) hour after discharge from jury duty (when served in Iowa County) when at least two (2) hours remain in the work day.

An employee shall be similarly paid for time lost from work because of being called to determine his/her qualifications for jury duty.

ARTICLE 12 - LEAVES OF ABSENCE WITHOUT PAY

12.01 Written leave of absence without pay, for periods not in excess of six (6) months in any year may, in the discretion of the Employer be granted to any employee. Failure to grant leave of absence shall not be grounds for a grievance. The employee to whom written leave of absence has been granted shall be entitled at the expiration of the time stated on such leave, to be reinstated to the position in which he/she was employed at the time the leave was granted. The Union shall be provided with a copy of the written leave, by the Employer at the time such leave is granted.

ARTICLE 13 - INSURANCE AND RETIREMENT

13.01 Health Insurance: The Employer shall become a participating employer in the Wisconsin Public Employers' Group Health Insurance program. The employees shall have the option to choose a group health insurance plan from the standard plan and alternative health insurance plans, according to the rules established by the Wisconsin Public Employers' Group Health Insurance Board. Effective January 1, 2006, employees will pay \$14.00 per month for single plan coverage and \$34.00 per month for family plan coverage of the least expensive plan qualified under the Employee Trust Fund plan framework, and the Employer agrees to pay the balance of that premium. Employees who wish to subscribe to qualified plans other than the least expensive plan must pay the difference between the premium of the plan they choose and the premium of the least expensive plan, in addition to their normal monthly contribution noted above. The Employer may change the insurance carrier and/or self-fund its health care program if it elects to do so, provided that the benefits remain the same or are better than the existing benefits. If the County is contemplating changing carriers or self-funding, it will notify the Union of that fact and provide the Union with the proposed new plan and will discuss the terms, conditions, and coverage of the proposed new plan with the Union prior to any change. No employee shall make any claim against the Employer for additional compensation in lieu of or in addition to his/her cost of coverage because he/she does not qualify for coverage.

13.02 Life Insurance: The Employer shall pay the Employer contribution set by the state for State Group Life Insurance for eligible employees.

13.03 Eligibility for Insurance Benefits: Employees must work half time (50%) or more in order to qualify to receive insurance benefits under this article. Employees working half time (50%) to 99% of regular full-time employment, shall receive insurance benefits under this article on a prorated basis.

13.04 Dental Insurance: The County agrees to pay one hundred percent (100%) of the single coverage and eighty-five percent (85%) of the family coverage premium for dental insurance.

13.05 Retirement: The Employer agrees to pay the employee's contribution to the Wisconsin Retirement Fund up to a maximum of six and one-half percent (6.5%) of the employee's gross wages. Retiring employees should contact the retirement service to obtain forms concerning retirement benefits.

13.06 Section 125 Plan for Premiums Only: The Employer will offer to employees a Section 125 plan for health insurance premiums only. The Employer agrees to pay the administrative costs of this plan.

ARTICLE 14 - COMMERCIAL DRIVER'S LICENSE

14.01 If an employee is required to have a CDL to perform his or her job and loses that CDL for any reason, then the employee shall be immediately placed on lay off status. If that employee is able to obtain an occupational CDL within sixty (60) days of the date that his/her CDL is terminated, then he/she shall be able to return to his/her former job within the limits of the occupational CDL. After sixty (60) days from the date that the CDL is lost, the Employer is free to seek a permanent replacement employee to perform the work. If a permanent replacement is hired, the employee who loses his/her CDL shall have no right to his or her former job if the CDL is subsequently returned or if an occupational CDL is subsequently obtained.

14.02 In the event an employee does not obtain an occupational CDL which permits him or her to return to his/her former job within the sixty (60) day time period, then the employee will remain on lay off status until such time as there is a vacancy in the bargaining unit which the employee is qualified to perform. (The Employer shall have the right to reasonably test the employee if he/she applies to perform a job which the Employer is not reasonably sure the employee is qualified to perform.

14.03 While on layoff status, the employee shall not lose seniority but the employee shall not be entitled to use or accrue any benefits under the contract other than death benefits. While on lay-off status, the employee shall be entitled to remain in the Employer's health insurance plan that exists at that time; however, the employee shall pay the full amount of the premium, on a monthly basis, in such manner as shall be reasonably required by the Employer. Failure to tender the premium, in full, at such time and in such manner as shall be required by the Employer shall result in the employee being removed from the Employer's health insurance group.

14.04 Any employee who loses his or her CDL who has not obtained an occupational CDL within the sixty (60) day period described above may, at the sole option of the Employer, be placed in another job in the bargaining unit which does not require a CDL as a condition of that job. The assignment may be made without prior posting. Any employee so assigned shall

be paid at the start rate of that job classification, as set forth in the contract, and shall be entitled to the ninety (90) day increase, if he/she is still working in that capacity for that period of time.

14.05 Any employee who permanently loses his or her CDL shall be terminated at that time without being placed on layoff Status. Any employee who has been on layoff status for a period of two (2) years shall be terminated.

14.06 At no time shall the Employer be required to have more than two (2) employees in the bargaining unit with occupational licenses. If there are two employees in the bargaining unit with occupational CDL licenses, then any subsequent person who loses his or her CDL shall be placed on layoff status and may not return to work at any job in the bargaining unit that requires a CDL unless there shall be less than two (2) employees in the bargaining unit with occupational CDL licenses at the time of return.

14.07 Drug and Alcohol Testing: The parties agree to abide by the procedures set forth under Omnibus Transportation Employees Testing Act of 1991, and relevant U.S. Department of Transportation (USDOT) Rules and Regulations regarding drug and alcohol testing. The Employer shall perform such testing only on employees who are required to be tested by USDOT Rules and Regulations. Notwithstanding the above, the County may require drug and alcohol testing following an accident involving a commercial motor vehicle under the following circumstances:

- a) The accident involves personal injury; or
- b) The accident involves property damage in excess of one thousand dollars (\$1,000); or
- c) The accident involves the loss of human life; or
- d) The employee receives a citation under State or local law for a moving traffic violation arising from the accident; or
- e) There is reasonable suspicion by management or law enforcement personnel investigating the accident that the employee has ingested, used, or was under the influence of alcohol or a controlled substance at the accident scene.

ARTICLE 15 - COMPENSATION

15.01 "Appendix A, Classification and Wages", attached hereto and made a part hereof, shall be in effect for the life of this Agreement.

15.02 Employees who have retired from County employment and who return to work at the Highway Department shall be employed as seasonal labor and paid according to the seasonal labor rate of pay.

15.03 Longevity: Beginning in 2000, each employee who has completed five (5) or more years of service in the highway department shall receive an annual longevity payment of ten dollars (\$10.00) per year of service. Longevity payments shall be made on the first payday in December of each year, based on service in the bargaining unit as of December 1 of that

year. Employees who terminate prior to December 1 shall receive a pro-rated longevity payment, based on the number of full months worked prior to termination.

15.04 Pay Day: Employees shall be paid bi-weekly. Paychecks will normally be made available in all shops not later than 3:30 p.m. on the Wednesday following the close of the pay period covered by the paycheck.

15.05 Direct Deposit: Highway Department employees may choose to receive their paycheck as a direct deposit to their bank, with the understanding that direct deposit checks are received on Thursdays, and direct deposit will not be available for paychecks that immediately follow a department holiday.

ARTICLE 16 - NO STRIKE - NO LOCKOUT

16.01 Neither the Union nor any of its officers, agents or County employees will instigate, promote, encourage, sponsor, engage in or condone any strike, picketing against the County, slowdown, concerted work stoppage or any other intentional interruption of work during the term of this Agreement. The County agrees that it will not lock employees out during the term of this Agreement.

ARTICLE 17 - SAVINGS

17.01 If any article or section of this Agreement or any addenda thereto shall 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 immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE 18 - ENTIRE AGREEMENT

18.01 This Agreement constitutes the entire Agreement between the parties and no verbal statements shall supersede any of its provisions. Any amendment supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

18.02 Other than as expressly stated in this Agreement, neither party to this Agreement by such act at any time hereto and subsequently thereof agrees to or does waive, any rights possessed by it or them, under State or Federal laws, regulations or statutes.

ARTICLE 19 - TERM

19.01 This Agreement shall be effective as of January 1, 2007, and shall remain in full force and effect through December 31, 2008, and shall automatically renew itself from year to year thereafter until such time that either party desiring to alter, amend or otherwise change this Agreement serves written notice upon the other no later than September 1, 2008, or the first day of September of any year thereafter.

Dated this 25th day of June , 2007.

FOR THE UNION:

FOR THE IOWA COUNTY BOARD:

President, Local 1266

County Board Chairman

Secretary, Local 1266

Personnel Committee Chairman

Treasurer, Local 1266

County Clerk

District Representative

**APPENDIX A
CLASSIFICATION AND WAGES**

Classification	Rate/Hr Effective 1/1/07	Rate/Hr Effective 2/15/08
Group VI Leadman: Shop, Outside	17.47	17.95
Group V First Mechanic	17.30	17.78
Group IV Mechanics; Catskinner; Blademan (Construction); Bituminous Plant & Oil Distributor Operator; Loader Operator; Roller Operator; Partsman	17.15	17.62
Group III Truck Driver; Patrolman (State or County)	17.05	17.52
Group II Patrolman Helper; Janitor; Assistant Partsman; Scale Person & Sat. Night Watch	16.96	17.43
Group I Common Labor	16.58	17.04
Seasonal Labor Not to exceed ninety (90) calendar days	15.13	15.55
All newly hired employees, except seasonal, shall be paid five percent (5%) less than the Common Labor rate for the first ninety (90) days (probationary period) of their employment. Those employees who are continued in employment beyond ninety (90) calendar days, except seasonal employees, shall be considered to have satisfactorily completed their probationary period and shall, effective the first day of the following pay period, be paid the rate of Common Labor.		
Classification	Rate/Hr Effective 1/1/07	Rate/Hr Effective 2/15/08
Clerk I	16.55	17.01

Employees classified as mechanics and the Shop Leadperson shall receive an additional fifteen cents (15¢) per hour as a tool allowance.

LETTER OF AGREEMENT

BETWEEN

**IOWA COUNTY EMPLOYEES' UNION
LOCAL 1266, AFSCME, AFL-CIO**

AND

IOWA COUNTY

Re: Meal Practices

This agreement clarifies Section 7.02 of the collective bargaining agreement between AFSCME Local 1266 and Iowa County regarding the past practice of the parties as it relates to meal breaks for employees who are called in to work prior to the normal starting time.

The practice to be applied is as follows:

1. The meal break practice relates to early call-ins for snow plowing and removal. The practice is applicable when employees are called in such that they are expected to report by 5:00 a.m. or earlier.
2. Employees are expected to complete one cycle through their sections prior to the meal break. For those patrolmen who have wings on their plows, this typically means that the section is clear. However, in the event of blowing snow, it is possible that parts of the section would never be clear. Nonetheless, after one cycle through the section, the employee may take the meal break after calling the office over the radio, unless management reasonably objects.
3. Subject to the conditions set forth in paragraph 2, above, employees may go to a restaurant on or in the vicinity of their sections for the meal break. Prior to leaving the vehicle the employees should call the office over the radio, "10-7," and upon the employee's return to the vehicle, the employee should call the office over the radio, "10-8." There should not be more than two County vehicles at any particular establishment at any given time.
4. The meal break is a paid break, and shall not exceed 30 minutes.
5. Under normal circumstances, the meal break is in lieu of the 15 minute morning break. This, however, depends on the circumstances. If employees report much earlier than 5:00 a.m., it may be appropriate that a morning break be available in addition to the meal break.
6. Employees on meal breaks are subject to immediate call to service in the event of a situation that requires immediate attention (such as an accident).

Dated this 25th day of June, 2007.

FOR THE UNION:

President, Local 1266

Secretary, Local 1266

Treasurer, Local 1266

District Representative

FOR THE IOWA COUNTY BOARD:

County Board Chairman

Personnel Committee Chairman

County Clerk

LETTER OF AGREEMENT

BETWEEN

**IOWA COUNTY EMPLOYEES' UNION
LOCAL 1266, AFSCME, AFL-CIO**

AND

IOWA COUNTY

Re: Ten- Hour Workday

Local 1266, AFSCME, Council 40, AFSCME and Iowa County do hereby agree that in 2008:

1. Term: The four ten hour days will be in effect from the first Monday in May (2008) through the last Thursday in September (2008).
2. Participation: All employees in the bargaining unit shall be subject to the 4-10 schedule.
3. Workday: During the term of the 4-10 schedule, the normal work day shall be from 6:00 a.m. to 4:00 p.m. Employees shall be permitted a ten (10) minute paid rest break at 9:00 a.m. and a twenty (20) minute paid rest break at noon.
4. Work Week: During the term of the 4-10 schedule, the normal work week shall be Monday through Thursday.
5. Overtime: All overtime shall be authorized by the Highway Commissioner or his/her representative. All employees shall be paid time and one-half (1½) for all hours worked in excess of ten (10) hours per day and for all hours worked in excess of forty (40) hours per week. All time paid shall be considered time worked. Under no circumstances shall overtime be paid twice for the same hours. This work schedule agreement, and the holidays provided under this agreement, shall not result in additional overtime over the overtime provided for under the regular work schedule.
6. Holidays: During the term of the Letter of Agreement, employees will receive ten (10) hours holiday pay for Memorial Day, July 4th, and Labor Day.
7. Sick Leave: During the 4-10 schedule, sick leave shall continue to accrue at the rate of eight (8) hours per month. When an employee uses sick leave, he/she shall be paid for time lost, up to a maximum of ten (10) hours per day. The time used shall be deducted from the employee's sick leave accumulation.
8. Vacation: Each employee shall have his/her available vacation converted to hours such that each week of vacation is converted to forty (40) hours. Vacation time used during the 4-10 schedule shall be deducted from the employee's accumulation, not to exceed

ten (10) hours per work day. The maximum vacation paid in one week shall be forty (40) hours.

9. Funeral Leave and Jury Duty: In the event the use of funeral leave or jury duty is required by an employee during the 4-10 schedule, the employee shall be paid for time missed from work due to such absences, not to exceed ten (10) hours in one workday.
10. Floating Holiday: Employees shall not be permitted to use floating holidays during 4-10 schedule unless authorized by the Commissioner.
11. Sunset: The side letter shall expire on midnight on the fourth Thursday in September of 2008, unless extended or otherwise modified by all parties hereto in writing. This agreement shall expire at that time in full force and effect, shall not become part of the status quo thereafter, and shall in no way constitute precedent.

Dated this 25th day of June, 2007.

FOR THE UNION:

FOR THE IOWA COUNTY BOARD:

President, Local 1266

County Board Chairman

Secretary, Local 1266

Personnel Committee Chairman

Treasurer, Local 1266

County Clerk

District Representative