LABOR AGREEMENT

FOR THE YEARS

2010 – 2011

AFSCME LABOR UNION NO. 2494

COUNTY OF WAUKESHA

WAUKESHA, WISCONSIN

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AGREEMENT

This Agreement made and entered into at the City of Waukesha, Wisconsin, by and between the County of Waukesha, State of Wisconsin, a municipal body corporate, as municipal employer, hereinafter referred to as the "County" or "Employer" and Wisconsin Council of County and Municipal Employees, Council No. 40, AFSCME, AFL-CIO, and Local 2494, hereinafter referred to as the "Union" for the purpose of maintaining harmonious labor relations, improving employee efficiency and the quality of service rendered to the County and public, maintain a uniform scale of wages, working conditions, and hours among the employees, members of the Union, and to facilitate a peaceful adjustment of all grievances which may arise between the County and the employees represented by the "Union."

ARTICLE I
MANAGEMENT RIGHTS RESERVED

1.01 Except as otherwise specifically provided herein, the Management of the County of Waukesha and the direction of the work force, including but not limited to the right to hire, the right to promote, the right to discipline or discharge for proper cause, the right to decide job qualifications for hiring, the right to lay off for lack of work or funds, the right to abolish and/or create positions, the right to make reasonable rules and regulations governing conduct and safety, the right to determine schedules of work, the right to subcontract work (when it is not feasible or economical for County employees to perform such work), together with the right to determine the methods, processes, and manner of performing work are vested exclusively in the Management. Management in exercising these functions will not discriminate against any employee because of his/her membership in the Union.

ARTICLE II
NON-DISCRIMINATION

2.01 The parties agree there shall be no discrimination against any employee covered by this Agreement because of membership or activities in the Union nor will the parties interfere with the right of employees to become members of the Union or refrain from any such activities. The parties and employees covered herein agree none will discriminate against or harass any employee or applicant for employment because of race, color, creed, religion, sex, national origin, disability, age, sexual preference, or marital status.

ARTICLE III
RECOGNITION AND BARGAINING UNITS

3.01 The Employer hereby recognizes the Union, referred to herein as the Wisconsin Council of County and Municipal Employees, AFSCME, AFL-CIO, and its affiliated Local Unions, as the exclusive collective bargaining agent on matters pertaining to wages, hours, and other conditions of employment for the bargaining units described below:

1. <u>Units Represented by Local 2494 (Formerly Local 97-A and 1365-A)</u>

   a. All Waukesha County Institutions employees, but excluding the Superintendent, Assistant Superintendent, secretary(s), office personnel, all other employees under clerical classifications, Registered Nurses, Licensed Practical Nurses, Social Services personnel, Laboratory Technicians, Medical Records personnel, Occupational Therapy personnel, and supervisory personnel, as certified by the Wisconsin Employment Relations Commission, Decision No. 6366.

   b. All clerical employees, Occupational Therapy Aides, Licensed Practical Nurses, and Laboratory Technicians of the Waukesha County Institutions, excluding confidential employees of the Superintendent, and all other County employees, as certified by the Wisconsin Employment Relations Commissions, under date May 21, 1968, Decision No. 8488.

2. Units Represented by Local 2494 (Formerly 1365-B)

a. All clerical, maintenance, and custodial employees employed in the Waukesha County Courthouse, and all maintenance and custodial employees employed in the University of Wisconsin, Waukesha facility, excluding elected County officials, professional employees, craft employees, confidential employees, supervisory employees, and all other County employees, as certified by the Wisconsin Employment Relations Commission under date of July 3, 1968, Decision No. 8545.

b. All Waukesha County Health Department employees in the classifications of Sanitarian, Sanitarian Aide, and Laboratory Technician Aide, but excluding all other County employees, as voluntarily approved by the County pursuant to a cross check of employee Union membership on October 14, 1966, and employees in the classification of Public Health Technicians as voluntarily recognized by the County on January 1, 1974.

c. All Waukesha County Department of Social Services employees employed as Homemakers, but excluding Social Workers, clerical employees, supervisors, and all other employees as certified by the Wisconsin Employment Relations Commission under date of May 25, 1967, Decision No. 7994.

d. All Waukesha County Department of Social Services employees classified as Case Aides, but excluding Homemakers, Social Workers, clerical employees, supervisors, and all other employees, as voluntarily recognized by the County on January 11, 1971.

e. All regular full time and regular part time Museum Exhibit Technicians and Research Technicians employed by Waukesha County at the County Museum but excluding, clerical, managerial, administrative, supervisory and all other employees. WERC Decision No. 8548-B.

f. All regular full time and regular part time Juvenile Center Workers employed by the Waukesha County Department of Social Services at the Children's Center, but excluding clerical employees, professional employees, administrative and managerial employees, and all other employees. WERC Decision No. 7994-B.

3.02 Should the Union, following certification by the Wisconsin Employment Relations Commission or following recognition by the County of Waukesha, become the collective bargaining agent for other employees of the County of Waukesha not included in Article III hereof, it is agreed that Article III of this Agreement, upon written consent of the parties hereto, may be amended to include the employee unit last certified or recognized.

3.03 Employees recognized in this Agreement, unless otherwise hereinafter specified, shall in all matters of County policy or procedure be treated as one (1) party.

ARTICLE IV
UNION ACTIVITIES

4.01 Except as provided hereafter, no employee shall conduct any Union or other private business on County time.

4.02 The County shall allow Grievance Committee members and the aggrieved party sufficient time for the proper processing of grievances.

4.03 Union representatives having business with the officers or individual members of the Union may confer with such Union officers or members during working hours. Such privilege shall not be abused.

A member of the Union who is called upon to serve as a delegate or representative of the union for convention and/or training may be granted personal leave based on the needs of the department; such leave will be without pay and will not exceed five (5) days per year.

4.04 The County agrees that Union notices pertaining to Union business may be posted in bulletin boxes and on bulletin boards.

4.05 The Union shall supply the Labor Relations Manager with a written list of the names of all present officers and stewards of each Local Union, and shall promptly notify the Labor Relations Manager of any changes which might occur in such list during the life of this Agreement. The total number of stewards shall be limited to twenty (20) in local Union 2494.

4.06 Grievance Committee The Union will give to the Labor Relations Manager in writing the names of the grievance representatives. Employees representing the Union in the processing of a grievance shall be eligible to receive County compensation for time served as a grievance representative up to and including step three (3) of the grievance procedure if occurring during the employee's scheduled hours of work.

4.07 Bargaining Committee

A. Employees representing the Union during a negotiation session shall be eligible to receive County compensation (pay) for the time served as a Union representative.

B. The Union will give to the Labor Relations Manager in writing the names of the bargaining representatives.

C. When County management requests the Union to meet in agreement negotiations between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, authorized County employee members of the Union negotiations committee whose hours of work are between 8:00 a.m. and 5:00 p.m. shall be paid their regular straight time rate of pay for time spent in negotiations with the management; such committee members shall be limited to two (2) employees from each bargaining unit.

4.08 Dues Deduction The Employer hereby agrees to deduct from the first paycheck each month, dues from the pay of those employees who individually authorize in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of each Local Union, and the dues so deducted shall be turned over to the Treasurer of each Local Union.

4.09 On or before March 5, 1979, the County shall furnish the Union a listing of all employees in the units covered by this Agreement. The listing shall include the names and addresses of the employees, and shall also show the date of hire and department of each employee. Thereafter, the County shall furnish monthly listings of new employees hired in the previous month, setting forth the same information required in the original listing. The County will furnish a quarterly listing of employees who retired or terminated.

4.10 Modified Fair Share

A. Representatives The Unions, as the exclusive collective bargaining representatives of all of the employees in the bargaining units covered by this Agreement, shall represent all such employees, both Union members and non-members, fairly and equally. All employees in said bargaining units who as of 11/27/79 are members paying Union dues directly or through dues checkoff, as well as those employees who voluntarily become members after such date, shall be required to continue to pay their proportionate cost of such representation as set forth in this Article. All new employees hired after such date shall also be subject to the provisions of the modified fair share agreement.

B. Membership No employee shall be required to join the Local Union that serves as his/her collective bargaining representative, but Union membership shall be made available to all employees who apply, consistent with the Constitution and By-Laws of the Union. No employee shall be denied Union membership on the basis of race, color, creed, religion, sex, national origin, disability, age, sexual preference, or marital status.

C. Payroll Deduction The Employer shall deduct from the first pay check of each month an amount, certified by the Treasurers of Local 2494 as the monthly dues of all such employees referred to in paragraph A above in the bargaining unit or units represented by such Local Unions.

1. Newly Hired Employees: With respect to newly hired employees, the deduction noted above shall commence with the first payroll period normally used to make such deductions which represents wages paid for the month following the month in which such employees completed their probationary period.

2. Periods of No-Pay Status: The Employer shall not be required to submit any amounts to the Local Unions under the provisions of this Article on behalf of employees otherwise covered who are on layoff, unpaid leave of absence, or other status in which they receive no pay for the pay period normally used by the Employer to make such deductions.

3. Inadvertence or Error: If, through inadvertence or error, the Employer fails to make a deduction which is properly due and owing from an employee's paycheck, such deductions shall be made from the next paycheck normally used to make such deductions, and shall be submitted to the Treasurer of the appropriate Local Union.

D. Administration The aggregate amount so deducted, along with an itemized list of the employees from whom such deductions were made, shall be forwarded to the Treasurer of the appropriate Local Union, within ten (10) days of the date such deductions were made. Any changes in the amount to be deducted shall be certified to the Employer by the Treasurer of the appropriate Local Union at least thirty (30) days prior to the effective date of such change.

E. Indemnification and Hold Harmless Provision The collective bargaining representative shall indemnify and save the Employer harmless against any and all claims, demands, suits, orders, judgments or other forms of liability that shall arise out of, or by reason of, action taken by the Employer under the provisions of this article.

F. Validity of Fair Share In the event that the modified Fair Share Agreement as set forth above becomes invalid, the Employer hereby agrees to deduct from the first paycheck of each month, dues from the pay of those employees who individually authorize in writing that such deduction be made. The amounts deducted shall be certified to the Employer by the Treasurer of each Local Union, and the dues so deducted shall be turned over to the Treasurer of each Local Union, along with an itemized list of the employees from whom such deductions were made, within ten (10) days of the date of such deductions. Any changes in the amount to be deducted shall be certified to the Employer by the Treasurer of the appropriate Local Union at least thirty (30) days prior to the effective date of such change.

G. Rebate Provision Any employee who may hereafter be subject to the provisions of the fair share agreement of Section 4.10 and who is not a member of such Union will, if they object, be reimbursed by the Union for any portion of the dues deducted not strictly related to the collective bargaining process or contract administration.

ARTICLE V
NO STRIKE - NO LOCKOUT

5.01 During the term of this Agreement and during negotiations, the Union and the employees subject to this Agreement agree that they will not cause, encourage, participate in, or support any strike, picketing, slow down, refusal to perform work, or other interruption of or interference with the normal functions required of Management by the County of Waukesha. Any violation of this paragraph shall be grounds for disciplinary action up to and including discharge.

6.01 During the term of this Agreement and during negotiations, the Employer agrees that employees subject to this Agreement will not be locked out or prevented from carrying out or performing their normal duties as employees of the County of Waukesha.

ARTICLE VI
GRIEVANCE PROCEDURE

6.01 A grievance is a claim or dispute by an employee of the County concerning the interpretation or application of this Agreement. Any other complaint or misunderstanding may be processed through Step three (3) of the grievance procedure. To be processed, a grievance shall be presented in writing to the department head with a copy to the Director of Administration under Step two (2) below within thirty (30) days after the time the employee affected knows or should know the facts causing the grievance. Grievances shall be processed as follows:

Step one (1) The employee and/or his Union representative shall attempt to settle the issue with the immediate supervisor.

Step two (2) If the issue is not settled, then the employee, his representative, and the immediate supervisor shall attempt to settle the issue with the department head. Such issues shall be in writing stating fully the details of the grievance and shall be submitted within ten (10) working days of Step one (1). The department head shall hear the grievance within ten (10) working days and shall render his decision in writing with ten (10) working days.

Step three (3) If a satisfactory settlement is not reached as outlined in Step two (2), the grievance may be submitted to the Director of Administration who shall hear the grievance within ten (10) working days after its receipt and shall render its decision within ten (10) working days. If the grievance is not presented to the Director of Administration within ten (10) working days of the department head's response in Step two (2), it shall be considered settled.

Step four (4) If a satisfactory settlement is not reached as outlined in Step three (3), the grievance may be submitted to arbitration within twenty (20) work days; one (1) arbitrator to be chosen by the County, one (1) by the Union, and a third to be chosen by the first two and he shall be the Chairman of the Board. (If the two cannot agree on the selection of the third member, the parties shall request a panel of names from the Wisconsin Employment Relations Commission and shall alternatively strike a name from such panel until the name of one person remains who shall serve as Board Chairman.) The Board of Arbitration shall after hearing by a majority vote, make a decision on the grievance, which shall be final and binding on both parties. Only questions concerning the application or interpretation of this contract are subject to arbitration.

6.02 Each party shall bear the cost of its chosen arbitrator, and the cost of the third arbitrator, transcripts and meeting rooms, if any, shall be shared equally by the parties.

6.03 Time limits contained in the grievance procedure may be extended by mutual consent of the parties.

ARTICLE VII
EMPLOYEE DEFINITIONS

7.01 Probationary Period All newly hired employees entering into regular full-time or regular part-time employment shall serve a probationary period of employment of six (6) calendar months. If an employee is dismissed during the probationary period, he shall not have recourse through the grievance procedure.

7.02 Regular Full-Time Employee A regular full-time employee is defined as an employee who has a work schedule of at least 80 hours bi-weekly on a year round basis and who receives full employee benefits.

7.03 Regular Part-Time Employee A regular part-time employee is defined as an employee who has a work schedule of at least 40 hours bi-weekly on a year round basis and who receives half employee benefits.

7.04 Temporary, Seasonal, Emergency, or Limited-Term Employee An employee performing work for a limited term in these categories does not accrue seniority or accrue or receive any fringe benefits and may be terminated at any time.

7.05 Temporary and Seasonal Employees to Regular Part-Time and Full-Time Employees Full-time temporary or full-time seasonal employees who become regular full-time or regular part-time employees without a break in their continuous service shall have their seniority established as of the date of hire including the time spent as a temporary or seasonal employee. Seniority accrued as a temporary or seasonal employee shall apply only to:

A. Vacation eligibility but not accrual.

B. Bids on promotional opportunities.

These employees shall serve a normal probationary period and eligibility for all other fringe benefits will be determined by the date of placement into a regular full-time or regular part-time position.

7.06 Regular employees at Mental Health Center who are on an approved educational leave of absence studying in a field directly related to their work shall be allowed to work in the Mental Health Center while on said leave.

ARTICLE VIII
SENIORITY

8.01 Definition Seniority shall mean the status attained by length of continuous service following the successful completion of the probationary period. Seniority shall accrue from the date an employee entered or re-entered employment with the County and shall indicate time worked excluding personal leave of absence exceeding thirty (30) days but including leaves of absence granted for illness and United States military service.

8.02 Seniority shall be on a departmental basis. The departments are as follows:

Administration	Federated Library System
Airport Commission	Health & Human Services
Circuit Court Services	Medical Examiner
Corporation Counsel	Parks & Land Use
County Board Chairman	Public Works
County Clerk	Register of Deeds
County Executive	Sheriff
District Attorney	Treasurer
Emergency Preparedness	UW Extension

8.03 Seniority shall be a factor applied as hereafter provided in shift preference, layoffs, recalls, promotions, and vacation selection.

8.04 Loss of Seniority Employees shall lose their seniority for any of the following reasons:

A. Discharge, if not reversed.

B. Resignation.

C. Absence from work without a legitimate reason for two (2) consecutive workdays without notifying the County of the reason for such absence. This employee shall be considered as having resigned.

D. Unexcused failure to return to work when recalled from a layoff as set forth in the recall procedure.

E. Unexcused failure to return to work after the expiration of a vacation period, leave of absence, or period for which worker's compensation was paid.

F. Retirement.

G. On layoff for a continuous period of time equivalent to twelve (12) or more calendar months.

8.05 Shift Preference An employee who wishes to make a lateral transfer in the same classification to another shift shall submit his request or preference in writing to the department head. When a vacancy occurs the department head will select the most senior employee from this list.

8.06 The County agrees to supply the Union with a seniority list on or about January 1st and July 1st of each year.

ARTICLE IX
LAYOFF AND RECALL

9.01 Layoff shall mean the separation of an employee from the active work force due to lack of work or funds, or due to the abolition of positions resulting from changes in the organization.

9.02 The layoff of regular employees in any department shall be in inverse order of County-wide seniority of employees in the department affected, except as hereafter provided. A department head may deviate from seniority in layoffs and recalls when seniority alone would result in retaining an employee unable to maintain a level of performance equal to County standards.

9.03 Recall from Layoff

A. The recall of regular employees from layoff shall be in inverse order of layoff. A department head may deviate from seniority in recalls from layoffs when seniority alone would result in recalling an employee unable to maintain a level of performance equal to County standards.

B. The names of employees laid off through no fault of their own shall remain on a departmental call list for a period equal to twelve (12) calendar months from date of layoff.

C. Employees recalled from layoff shall be given a maximum of five (5) workdays to respond after notice has been sent by certified mail to their last known address on file with the Labor Relations Manager, and five (5) workdays to resume work. This notice shall constitute sufficient notice of work availability.

D. Employees who fail to respond to or decline a call to return to work within the time limits provided above shall be presumed to have resigned. The names of such employees are to be removed from the seniority list, and, if they are subsequently re-employed, they shall return to work as new employees.

9.04 Employees who are scheduled for layoff may replace employees of lower job classifications within the same department, provided that they have more seniority than the person occupying the lower job classification.

9.05 Employees with greater seniority who by reason of a layoff replace other employees in lower job classifications shall be restored to their former classification when such a position becomes available. If such employee, when offered job restoration, declines the job, the employee's right to the job shall be forfeited. However, such employee shall not be prohibited from bidding on future vacancies in that job classification.

9.06 Placement into Vacant Position Following Layoff

A. If an employee has been laid off, or is scheduled to be laid off, the employee will be given preference for placement into certain vacant position(s) before other employees or applicants are selected for the vacancy.

B. The vacant position must be in the same job family as established in the wage appendices, and must be an equal or lower classification as the position held by the employee prior to layoff. The vacant position must be one that is currently being filled.

C. Prior to posting a position of equal or lower classification, the vacancy will be offered to the employee on layoff. If the employee accepts the offer, the employee will be placed in that vacant position. If the employee declines the offer, or if there are no vacancies as defined in section 9.06(B) at the time of layoff, the employee will remain on layoff and will continue to be offered the next available equal or lower position in the employee's job family as vacancies occur during the period of layoff.

D. If more than one employee is laid off, or is scheduled to be laid off, the opportunity for placement into the vacant position will be presented to the employees in order of their Countywide seniority.

E. Employees accepting placement into a new position will serve a three (3) month trial period, during which time their performance will be periodically evaluated. This trial period will not affect the employee's eligibility for benefits. If an employee fails to pass this trial period, they will be returned to layoff status for the remainder of the layoff period. The three (3) month trial period will not be included in an employee's layoff period if they fail to satisfactorily pass the trial period and are returned to layoff status. The decision to return an employee to layoff status will not be subject to the grievance procedure.

F. Salary placement into the new position will be based on the employee's length of service, skills, abilities, and qualifications.

ARTICLE X
PROMOTIONS, TRANSFERS, DEMOTIONS

10.01 Any vacancy in a department other than an entry level job, (except Economic Support Specialist and Human Services Support Specialist), shall be posted weekly in the Courthouse and in the respective department in which the vacancy occurs. Employees interested in the vacancy shall apply by written request to the Division of Human Resources. Present County employees will be given preference before any new employees are hired.

10.02 A. Promotion to a higher classification, demotion, and transfer shall be based upon prior work performance, experience, in-service training, and seniority. Ability and experience being equal, the employee with the greatest County seniority shall be given the position.

B. Upon promotion, an employee shall be granted a salary increase equal in amount to one step of the higher classification but his new salary shall be no less than the minimum of the new salary range. In the event the salary increase places the employee between salary steps, he shall normally be placed in the next higher step in the new salary range.

10.03 A. A demotion is the movement of an employee from a position in one classification to a position in another classification having a lower maximum wage.

B. A transfer is the movement of an employee from one position to another in the same classification, into another department; or the change from one classification to another classification having the same wage plan.

C. Each employee shall be limited to one demotion or transfer in a twelve (12) month period.

10.04 Regular full-time or regular part-time employees who are promoted, demoted, or transferred shall serve a trial period of sixty (60) days in the new position during which time their performance will be periodically evaluated. This time limit may be extended by the County for up to an additional thirty (30) days with the written agreement of the union president. Employees failing to satisfactorily pass the trial period evaluation for a promotion, demotion, or transfer, or at the employee's request, during this period of time, shall be returned to their former classification and rate of pay.

10.05 In the event of a demotion due to an individual employee's inability to function in the higher classification or at the employee's request, the employee shall be placed in the pay range of the new classification in accordance with years of service, qualifications, and an assessment of the employee's present capabilities.

ARTICLE XI
WORKWEEK/WORKDAY

11.01 The normal workweek shall consist of forty (40) hours, and time worked in excess of this amount shall be compensated at one and one-half (1-½) times the normal rate of pay. Five (5) consecutive eight (8) hour days shall constitute a workweek. Eight (8) consecutive hours shall constitute a workday.

11.02 See the Appendix for each local unit for hours of work schedule.

11.03 Hours A schedule of hours for each employee will be prepared by the appropriate department head. This schedule shall be the matter of record. This schedule may be modified or adjusted at the discretion of the department head to meet the needs of the department. All time paid for shall be counted as hours worked.

A. Courthouse maintenance employees will be scheduled to work alternate weekends.

B. Courthouse clerical -- the present schedule of hours will be maintained for the life of this Agreement.

11.04 Rest Period Any employee scheduled to work four (4) or more consecutive hours will be granted a fifteen (15) minute rest period within the four (4) hours working period. Rest period schedules will be at the discretion of the supervisor and/or department head.

ARTICLE XII
PREMIUM PAY

12.01 Overtime Regular full-time employees shall be compensated at the rate of one and one-half (1-½) times their regular rate of pay for all hours worked in excess of forty (40) hours per week, and over eight (8) hours in a workday or on a Saturday or Sunday.

Overtime on Saturday or Sunday will not be earned or credited when Saturday or Sunday is a regularly scheduled workday, or when an employee is working a Saturday or Sunday because of a duty trade or rotation.

Employees assigned to work a four (4) day ten (10) hour day work schedule will not be eligible for overtime over eight (8) hours in a workday. Overtime on a Saturday or Sunday will not be earned or credited when Saturday or Sunday is a regularly scheduled workday, or when the employee is working Saturday or Sunday because of a duty trade or rotation.

12.02 Holiday Pay Employees working on any of the holidays set forth in Section 16.01 will receive holiday pay plus compensation at the rate of time and one-half (1-½) the regular rate of pay for the hours actually worked. This section shall not apply to departments on a continuous operation.

12.03 Call-In Time Employees who shall be called to work at other than the regularly scheduled starting time shall be entitled to at least two (2) hours pay at time and one-half (1-½). This provision shall not apply to an employee who starts work early and continues into regularly scheduled hours or who continued past regularly scheduled hours.

12.04 Compensatory Time

A. In lieu of cash payment for overtime work, regular full-time employees may elect to take compensatory time off at the rate of one and one-half (1-½) hours for each one (1) hour of overtime worked.

B. Employees may accumulate not more than twenty-four (24) overtime hours to be taken off at the rate of time and one-half (36 hours).

C. Compensatory time may be used at the employee's discretion with the approval of the department head.

D. All compensatory time accumulated but not used in the calendar year will be paid out in the last payroll period of the year.

ARTICLE XIII
WAGES

13.01 All wage rates shall be bi-weekly and based upon eighty (80) hours of work. The wage rates for the job classifications covered by this Agreement shall be effective January 1, 2010 through December 31, 2011 and shall be set forth in the Wage Appendix. Wages will be based on the nature of the job and the degree of responsibility involved, the training, experience, skill required on the job, performance, and seniority. Wage increases for length and quality of service will be provided within job categories.

13.02 Adjustments in an employee's rate of pay start at the beginning of the pay period in which the employee becomes eligible and subsequent to approval of the change in pay.

13.03 All employees shall be paid every other Wednesday. If the regular payday falls on a holiday, paychecks will be available on the preceding workday.

13.04 Red Circle Rates The salaries of employees who are above the maximum salary as provided in the Wage Appendix shall remain constant until the new maximums of the salary ranges exceed those "red circle" rates.

13.05 End of Probationary Period Upon successful completion of a probationary period, a one-step salary increase shall be granted effective the first day of the pay period in which the probationary period is completed. In the event of the extension of a probationary period, the increase will be granted at the completion of the extended probationary period.

A. In the event an employee is promoted during the six month probationary period, he shall complete six months of work in his new classification before he is eligible for a wage increase based upon merit.

13.06 Within Range Salary Increases The normal salary progress for employees shall be as follows:

A. Regular full-time employees shall normally be hired at the minimum of their classification and shall be advanced to the second step after successful completion of their probationary period. They shall receive a merit increase to the third step prior to or upon completion of six (6) months of work in the second step.

B. Regular full-time employees in a classification with five salary steps shall receive a merit increase to the fourth step prior to or upon completion of six (6) months of work in the third step and to the fifth step prior to or upon completion of twelve (12) months of work in the fourth step.

C. Regular full-time employees in a classification with six (6) salary steps shall receive a merit increase to the sixth step prior to or upon completion of twelve (12) months of work in the fifth step.

D. In the event a pay increase is not given at the completion of a step, such increases may be given prior to the completion of the next step if the employee's work performance improves to a satisfactory level to the requirements of his position.

E. Regular part-time employees shall be eligible to receive merit increases in the above salary plan when their hours worked in each step equal those of regular full-time employees.

F. Employees classified as Economic Support Specialist will be eligible to receive a merit increase to the fourth step prior to completion of twelve (12) months of work in the third step.

ARTICLE XIV
OTHER COMPENSATION PROVISIONS

14.01 Longevity Pay

Longevity shall mean a percentage of salary earned by the employee based on length of service as defined in Section 8.01 of this Agreement. Regular full time or regular part time employees hired before January 1, 1973 are eligible to receive the longevity pay in addition to their earnings. The rate will be 6.5% of their gross earnings.

14.02 Mileage Reimbursement All employees who are required to use their own automobile in the performance of County business which has been approved by the department head shall be reimbursed at the rate allowed by the Internal Revenue Service.

14.03 Carpool Incentive Employees using personal vehicles for Department authorized work-related purposes who transport other employees will be eligible for an additional mileage allowance as follows:

3	people in a vehicle	-	$0.15 cents per mile;
4 - 5	people in a vehicle	-	$0.25 cents per mile;
6 +	people in a vehicle	-	$0.35 cents per mile.

ARTICLE XV
INSURANCE AND WISCONSIN RETIREMENT FUND

15.01 Hospital and Surgical Insurance

A. The County will provide a Point-Of-Service hospital and surgical insurance plan. The plan will specify eligibility requirements and enrollments procedures.

B. Regular full-time and regular part-time employees are eligible to apply for the County's hospitalization plan within their first thirty (30) days of employment. The insurance will become effective on the first day of the month following sixty (60) days of employment after application acceptance.

C. Regular Full-Time Employees

Effective January 1, 2000, the County will pay ninety percent (90%) of the cost of a single or family plan. Eligible employees will pay ten percent (10%) of a single or family plan.

D. Regular Part-Time Employees

Effective January 1, 2000, the County will pay forty-five percent (45%) toward the cost of a single or family plan. Eligible employees will pay fifty-five percent (55%) of the cost of a single or family plan.

15.02 Dental Insurance – Effective January 1, 1987

A. The County agrees to offer a group dental insurance plan to eligible employees. The County will also offer a dental Health Maintenance Organization (HMO) as an alternative. Each plan specifies eligibility requirements and enrollment procedures.

B. Regular full-time employees and regular part-time employees are eligible to apply for the County's dental plan within their first thirty (30) days of employment. The insurance will become effective on the first day of the month following six (6) months of employment after application acceptance.

C. Regular Full-Time Employees The County will pay ninety percent (90%) per month towards the cost of the least expensive family or single dental insurance plan or HMO plan. Eligible employees will pay ten percent (10%) of the cost of the least expensive plan and any additional cost of their selecting a more expensive plan.

D. Regular Part-Time Employees The County will pay forty-five percent (45%) towards the cost of the least expensive family or single dental insurance plan or HMO plan. Eligible employees will pay fifty-five percent (55%) of the cost of the least expensive plan and any additional cost of their selecting more expensive plan.

15.03 Life Insurance After six (6) months of employment, the Employer agrees it will participate in the State Group Life Insurance Plan or equivalent coverage and will pay the full premium cost.

15.04 Dependent Life Insurance Regular full-time and regular part-time employees shall be eligible to participate in a dependent life insurance plan which provides $10,000 life insurance coverage for the employee's spouse and $5,000 coverage for each eligible dependent.

The employees shall pay the full premium cost of the plan which will also specify benefit limitations, eligibility requirements, and enrollment procedures.

15.05 Wisconsin Retirement Fund After an employee completes his first six (6) months of employment, the County shall pay the employee's share of his contribution to the Wisconsin Retirement Fund.

15.06 Employees with at least five (5) years of continuous service and who have exhausted their accrued sick leave benefit and are still unable to return to work due to illness or injury are eligible to have the County pay its share of the cost of the employees selected health care plan, dental plan, and life insurance for one (l) month.

15.07 Employees who retire may continue to participate in the group hospitalization and surgical plan by paying the premiums for this insurance to the County one month in advance.

15.08 Long Term Disability Insurance Effective 01/01/2001 the County will provide a Long Term Disability Insurance plan for regular full time and regular part time employees. Regular full time and regular part time employees will become eligible the first of the month following six (6) months of employment. The County has the right to change plan carriers, self insure, or modify plan details provided the overall benefits in total are not reduced.

15.09 Post Employment Health Reimbursement Plan The County will provide eligible regular full-time and regular part-time employees a post employment reimbursement plan. Regular full-time and regular part-time employees will become eligible following the completion of twelve (12) calendar months of employment.

Effective January 1, 2008 the County will make monthly contributions into the plan totaling $200 annually. Effective January 1, 2009 the County will make monthly contributions into the plan totaling $300 annually. The County has the right to change plan administrators. The plan documents will specify plan benefits, limitations, eligibility requirements, and enrollment procedures.

ARTICLE XVI
HOLIDAYS

16.01 A. The following days shall be observed as paid holidays for regular full-time and regular part-time employees. Regular part-time employees shall receive one-half (½) holiday benefits.

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve

B. Employees working as of February 1 of each calendar year shall be entitled to one (1) floating holiday; and employees working as of June 1 of each calendar year shall be entitled to one (1) additional floating holiday.

Both floating holidays are to be used before the end of the calendar year. The scheduling of these days off shall be requested by the employee and is subject to approval of the department head.

C. For the purpose of determining eligibility for a floating holiday, employees will be considered working if they are on paid sick or disability leave, vacation, holiday, funeral leave, jury duty leave, an excused absence, or on an approved unpaid leave of absence for five (5) days or less.

16.02 When other holidays occur on a Saturday or Sunday, an employee may receive either the preceding Friday or the following Monday off with pay. The employee's day off shall be scheduled at the discretion of the department head. When Christmas Day and New Years Day fall on a Monday, or when Christmas Eve and New Years Eve fall on a Friday, the days off will be observed and the employee's days off will be scheduled at the discretion of the department head. This section shall not apply to employees who work in departments on a continuous operation except those employees in such departments who work a five-day, Monday through Friday workweek.

16.03 A. An employee working any of these holidays will receive holiday pay plus their regular compensation at the rate of time and one-half (1-½) the regular rate of pay for the hours actually worked. This section shall not apply to departments on a continuous operation except as to those clerical employees in such departments who work a five-day, Monday through Friday workweek.

B. Holidays for Employees in Continuous Operation Departments Employees in continuous operation departments, whose normal work schedule requires that they work on holidays, shall be eligible to take eight (8) hours off (four (4) hours for regular part-time employees) on a day later in lieu of the holiday. Such employees shall be required to utilize such benefit by the end of the calendar year. An eligible employee desiring such time off shall request it in advance and the time off must be approved by the department head.

Employees may be paid for the holiday at the employee's regular rate (1x) in lieu of a day off with pay provided they request the pay prior to the end of the pay period in which the holiday occurs.

Employees with Holiday time earned and accrued that have not been used or paid out will have any remaining balance paid out at the end of the calendar year.

Employees shall be allowed to carryover up to five (5) holidays each year. These holidays are: Thanksgiving Day, Day After Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve. Employees who elect to carry all or any part of these holidays over into the next calendar year must use them by April 30th of the following year. Holidays which are carried over and not used by April 30th, shall be forfeited. Employees carrying over Holidays are not eligible to have these days paid out if they have been carried over from the prior year.

The above payout options do not apply to floating holidays.

16.04 To be eligible for holiday pay, the employee must work the day before and the day after the holiday (or, in the case of a floating holiday, the day before and the day after the applicable eligibility date) unless either day is a regularly scheduled day off or unless the employee has an excused absence.

16.05 An employee who fails to work on a holiday for which the employee is scheduled to work shall not be eligible for holiday pay, unless such employee is on paid sick leave or disability leave, funeral leave, jury duty leave, approved unpaid leave of absence for five (5) days or less, or other excused absence.

ARTICLE XVII
VACATIONS

17.01 Regular full-time and regular part-time employees are eligible to earn and accrue paid vacation. The employee shall work the majority of scheduled workdays during the month of which vacation credit is to accrue except for time spent on paid vacation or sick leave. Vacation shall be computed in accordance with the following schedule:

A. During the first calendar year and for each succeeding year through the sixth (6) year of continuous employment, an employee may earn one (1) day of vacation for each month of employment with a maximum of ten (10) days. Regular part-time employees earn and accrue one-half (½) vacation benefits.

B. During the seventh (7) year of continuous employment with the County and during each calendar year thereafter, an employee may earn one and one (1-½) days of vacation for each month of employment with a maximum of fifteen (15) days per year through the thirteenth (13) year.

C. During the fourteenth (14) year and for each succeeding year through the twenty-second (22) year of continuous employment with the County, an employee may earn two (2) days of vacation for each month of employment with a maximum of twenty (20) days per year.

D. During the twenty-third (23) year of continuous employment with the County and during each calendar year thereafter, an employee may earn two and one-half (2-½) days of vacation for each month of employment with a maximum of twenty-five (25) days per year.

17.02 All vacation time is to be figured on a calendar year basis and all vacation time earned during the calendar year must be taken during the following year and at the discretion of the department head.

17.03 An employee must have completed his probationary period to be eligible for vacation benefits and upon completion of the probationary period, accrual of vacation credit will be retroactive to date of hire.

17.04 No claim for sick leave shall be allowed during a vacation. When an employee's vacation is interrupted by the death in the immediate family as specified in Article 19, and the employee attends the funeral, the employee shall be permitted to reschedule his or her vacation equivalent to the days of approved funeral leave.

17.05 Holidays are not charged to vacation time.

17.06 Non-probationary employees who resign or are dismissed shall receive accrued vacation pay earned through the last complete month worked, and providing such employees who resign give at least two (2) weeks notice before their last day of work. Scheduled vacation days will not be counted toward the two (2) week notice before the last day of work pursuant to this section.

17.07 Vacation time is not accumulative from one calendar year to the next.

ARTICLE XVIII
SICK LEAVE

18.01 Regular full-time employees shall earn paid sick leave at the rate of one (1) day for each month of employment, with a maximum accumulation of one hundred twenty (120) days.

18.02 Regular part-time employees shall earn and accrue paid sick leave at one half (½) the benefits specified in 18.01 above.

18.03 Employees shall not be eligible to use sick leave benefits during the probationary period, but upon completion of the probationary period, employees shall be credited with sick leave earned from their original date of employment. Upon completion of the probationary period, employees shall receive back pay for any sick leave used during the probationary period up to the extent of their accumulation.

18.04 Effective January 1, 1995, sick leave benefits shall be recorded on the basis of actual usage and reported to the nearest tenth of an hour.

18.05 Sick leave credits shall not accrue for periods of unpaid leave of absence. Where an employee on an unpaid leave of absence works the majority of scheduled workdays during a month, the employee will earn a sick day for such month.

18.06 Sick leave shall not be used for periods of absence resulting from injury incurred in supplemental employment.

18.07 Substantiation

A. Employees may be required to substantiate the use of sick leave to their department head.

B. Department heads shall require a medical certificate from a physician to justify the granting of sick leave in excess of two (2) consecutive days. However, department heads, at their discretion, may waive the need for a doctor's certificate of illness.

C. Sick leave allowance shall not be granted for the day preceding or the day following a paid holiday or the employee's scheduled days off without a doctor's certificate of illness. If an employee is scheduled to work a holiday and is absent due to illness, sick leave pay will also not be allowed without a doctor's certificate of illness. However, department heads, at their discretion, may waive the need for a doctor's certificate of illness.

18.08 Effective 01/01/2008 employees who retire at age sixty-five (65) or after their fifty-firth (55) birthday and who have at least twenty (20) years of credited service will have sixty-five percent (65%) of their unused sick leave accrual applied to the Post Employment Health Plan account as outlined in Section 15.09.

18.09 Accumulated sick leave credits are not paid upon termination of employment except as provided in 18.08.

18.10 Regular full-time employees may use up to three (3) days of accumulated sick leave per calendar year to care for an ill or injured spouse, child, parent, or legal ward. Regular part-time employees may use up to three (3) half-days for this purpose.

ARTICLE XIX
FUNERAL LEAVE

19.01 Full-time employees shall be entitled to up to three (3) days of leave with pay to attend the funeral of a member of the immediate family. Immediate family shall be defined as spouse, child, brother, sister, parents, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, and grandchildren.

19.02 Part-time employees shall be entitled to up to three (3) one-half (½) days of leave with pay to attend the funeral of a member of the immediate family as defined in 19.01 above.

ARTICLE XX
DISABILITY PAY

20.01 Any employee absent from work due to an injury or illness compensable under the Worker's Compensation Act, shall, without charge to sick leave, continue to receive eighty (80%) percent of the employee's regular gross salary for a period not to exceed six (6) months per injury or illness, commencing after the first three (3) days of such illness or injury.

20.02 An employee otherwise eligible may use accumulated sick leave for the three (3) days. If the illness or injury necessitates an absence of greater than three (3) days, three (3) days will be restored to the employee's accumulated sick leave.

20.03 Salary for an employee under the provisions of this section shall be paid only as long as an employee is eligible to receive temporary total disability payments under the Worker's Compensation Act.

20.04 Upon expiration of disability pay, an employee who is still unable to return to work shall be ineligible to use accumulated sick leave, holidays, or vacation.

20.05 Employees unable to return to work at the end of the calendar year will receive pay for accumulated vacation and floating holidays benefits. The employee's accumulated sick leave will remain available for future use when the employee returns to work.

ARTICLE XXI
JURY DUTY AND WITNESS SERVICE

21.01 Employees subpoenaed for jury duty shall be paid the difference between their regular rate of pay and the pay received for jury duty, excluding any mileage allowance.

21.02 Employees subpoenaed as a witness connected with an incident occurring while on duty as an employee of the County shall be paid the difference between their regular rate of pay and the witness pay, excluding any mileage allowance.

ARTICLE XXII
LEAVE OF ABSENCE

22.01 Military Leave Military leaves of absence shall be granted to employees who enlist or who are ordered to military service. Such employees shall return to employment without loss of seniority rights provided application for re-employment is made within the statutory time limits regulating the re-employment rights of veterans returning from the Armed Forces. Re-employment shall be in accordance with the applicable statutes in effect at the time of re-employment.

22.02 Maternity Leave When an employee becomes pregnant, she shall furnish the County with a doctor's certificate indicating the approximate date of delivery and the length of time she may continue to perform her normal work duties. She shall be allowed to work until expected date of delivery provided that she can perform her normal work duties.

Six (6) weeks after termination of pregnancy, an employee must submit a doctor's certificate indicating she can return to work; or, if she is not physically able to return to work, indicating expected date of recovery.

22.03 Extended Illness Leave Regular employees who have exhausted their sick leave credits shall be granted leaves of absence up to sixty (60) days provided that a doctor's certificate is submitted. Extensions of time beyond the sixty (60) day period may be granted at the discretion of the Employment Services Manager, subject to individual circumstances. Upon return to work from an extended leave due to illness, an employee shall submit a doctor's certificate indicating he can fully resume his normal work duties.

22.04 Personal Leave Upon approval of the department head, employees may be granted personal leaves of absence up to five (5) days to conduct personal business subject to the staffing needs of the department. Personal leaves of longer duration shall be given full consideration, subject to departmental needs and final approval by the Division of Human Resources.

22.05 Requests for leaves of absence shall be submitted in writing to the department head at least fifteen (15) days prior to the contemplated starting date of the leave and shall state the circumstances involved, the number of workdays requested, and, in the case of a request for a medical leave, shall be accompanied by a physician's statement.

22.06 Requests for leaves of absence shall not exceed sixty (60) calendar days, except in cases of military, maternity, educational leaves or leaves due to serious illness.

22.07 Employees on statutory medical, family, or military leave of absence will have required County contributions made to certain benefits as required by law. Employees on non-statutory leaves extending beyond sixteen (16) days may continue to participate in the group health, dental, and life insurance policies provided they assume the payments of the premium.

ARTICLE XXIII
SEPARABILITY

23.01 Should any provision of this Agreement be held to be in violation of any law, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. The parties to this Agreement shall immediately meet and negotiate to find a satisfactory solution to the issue in violation of the law.

23.02 Any rules imposed by the State of Wisconsin on employees governed by merit system standards shall have precedence over any articles of this Agreement, but this shall in no way affect any of the other parts of this Agreement.

If options are allowable, the option provided in the contract shall be effected. If any such rules prove to be illegal, the terms or conditions affected shall be subject to immediate negotiations unless the contract already provides alternatively for such a situation.

ARTICLE XXIV
TIME FOR NEGOTIATIONS

24.01 Agreement negotiations for 2012 shall be carried on by the parties as follows:

A. Submission of Union demands by August 1, 2011.

B. Submission of County's counterproposal or answer by September 1, 2011.

24.02 The adherence to aforesaid schedule shall be effective as to its chronological order as closely as may be practical under the conditions applying at the time such conferences and negotiations are undertaken.

24.03 Any meetings held for the purpose of presenting initial bargaining proposals shall be open to the public.

ARTICLE XXV
APPENDICES

25.01 The following appendices shall be a part of this master agreement as if included therein and shall apply only to the local Union so designated in the respective appendix:

A. Appendix -- Local No. 2494

1. Mental Health Center Employees

B. Appendix -- Local Union No. 2494

1. Environmental Health Sanitarians
2. Courthouse Clerical employees excluding Health and Human Services Department
3. Health and Human Services Department

   a. Economic Support Specialists and Human Services Support Specialist
   b. Clerical Employees

4. Courthouse Maintenance and Clerical workers

C. Appendix -- Local Union No. 2494

1. Juvenile Center Workers

D. Appendix -- Limited Term and Temporary Employees

E. Wage appendix for January 1, 2010 through December 31, 2011

ARTICLE XXVI
DURATION

26.01 This Agreement shall become effective January 1, 2010, and shall remain in full force and effect until December 31, 2011. It shall continue in full force and effect thereafter until such time that either party desires to open, amend, or otherwise change this Agreement.

Dated this 2nd day of August, 2010.

FOR THE COUNTY:

FOR THE UNION:

APPENDIX TO MASTER AGREEMENT
BY AND BETWEEN
THE COUNTY OF WAUKESHA
AND
WISCONSIN COUNCIL NO. 40
COUNTY AND MUNICIPAL EMPLOYEES
AND
LOCAL UNION NO. 2494
WAUKESHA COUNTY MENTAL HEALTH CENTER
EMPLOYEES

Conditions of employment and other matters agreed to between the Employer and Union in this Appendix shall not apply to or be a precedent for serving as a rule or course of action under any other local Union Appendix to the Master Agreement herein referred to.

1. Hours

   A. The workday shall be eight (8) hours worked consecutively. The workweek, being Saturday through Friday, shall be eighty (80) hours in each two (2) week period totaling ten (10) working days. Employees shall be given every other weekend off if they so desire except those employees who are specifically hired to perform weekend work.

   B. A schedule of working hours for each employee will be prepared and approved by designated supervision. This schedule shall be a matter of record and will be known to the employee by written form. This written schedule may be modified or adjusted at the discretion of appropriate supervision to meet the need of the Department.

   C. Days off will be regularly scheduled to meet the needs of the Department and where possible the wishes of the employee.

   D. All Department employees shall perform such services in addition to the regular standard hours as shall be required to meet the patients' needs or welfare as requested by appropriate supervision.

   E. Overtime will not be expected except in emergencies and will not be approved for pay except when requested and approved by appropriate supervision. Overtime shall be paid at the rate of time and one-half (1-½) for all hours worked over eighty (80) in any two (2) week period or over eight (8) in any one day.

   F. All employees must be at work on time. Repeated tardiness or absenteeism may result in suspension or dismissal. An employee must not be absent for social reasons. An employee may arrange with another employee to change days off for social or business reasons. If an employee does arrange with a co-worker to exchange days off, it must be with an employee in the same department and the same classification.

   G. The agreement to exchange days off must state the days each will be off and on duty, must be signed by participating parties, and must be given prior recommendation and approval by appropriate supervision.

2. Sick Leave To qualify for authorized sick leave, the on-duty supervisor or office must be notified of an employee's illness at least one-half (½) hour prior to the scheduled starting time on the first shift and two (2) hours prior to the scheduled starting time on other shifts. Failure to notify or any abuse of the sick leave provisions may be cause for suspension without pay or discharge. An employee may be subject to check to verify alleged illness.

3. Vacations

   A. Vacation choice will be based upon written request with the deadline for such requests being March 1 of each calendar year. Vacation preferences made prior to March 1, of any year will be posted on a weekly basis. Consideration of such requests will be based on seniority, husband/wife employees, and service areas. Number of employees from any one service area shall be limited to meet Institutional needs.

   B. Earned vacation shall be taken in full at one time, whenever possible, and within the vacation year. Split vacations will be allowed only at the discretion of and with the approval of appropriate supervision.

APPENDIX TO MASTER AGREEMENT BY AND BETWEEN THE COUNTY OF WAUKESHA AND WISCONSIN COUNCIL NO. 40 COUNTY AND MUNICIPAL EMPLOYEES AND LOCAL UNION NO. 2494

A. Environmental Health Sanitarians employed in the Waukesha County Department of Parks and Land Use.

B. Health and Human Services Department Human Services Support Specialists.

C. Courthouse Clerical Workers, Courthouse Maintenance and Custodial Workers

Conditions of employment and other matters agreed to between the Employer and Union of this Appendix shall not apply to or be a precedent for serving as a rule or course of action under any other local Union Appendix to the Master Agreement herein referred to.

A. Environmental Health Sanitarians Employed in the Waukesha County Department of Parks and Land Use

1. The employer agrees to provide protective clothing for employees in the laboratory.

2. Eight (8) hours shall constitute the normal workday.

3. Forty (40) hours shall constitute the normal workweek, Monday through Friday.

4. The schedule of working hours shall be:

   a. Environmental Health Sanitarians 8:00 a.m. to 12:00 Noon
      12:30 p.m. to 4:30 p.m.

   b. Laboratory 8:00 a.m. to 12:00 Noon
      12:30 p.m. to 4:30 p.m.

B. Health and Human Services Department Human Services Support Specialists

1. A schedule of hours of work for each employee shall be prepared by the department head who may also modify or adjust an employee's hours of work to meet the needs of the department.

C. Courthouse Clerical and Courthouse Maintenance Workers

1. A schedule of hours of work for each employee shall be prepared by the department head who may also modify or adjust an employee's hours of work to meet the needs of the department.

D. Custodial Workers

1. A schedule of hours of work for each employee shall be prepared by the department head who may also modify or adjust an employee's hours of work to meet the needs of the department. Building Service Workers will work an eight (8) hour day and will be provided with paid breaks as outlined in Section 11.04 of the labor agreement.

APPENDIX TO MASTER AGREEMENT
BY AND BETWEEN
THE COUNTY OF WAUKESHA
AND
WISCONSIN COUNCIL NO. 40
COUNTY AND MUNICIPAL EMPLOYEES
AND
LOCAL UNION NO. 2494
JUVENILE CENTER WORKERS EMPLOYED IN HEALTH AND HUMAN SERVICES DEPARTMENT

Conditions of employment and other matters agreed to between the Employer and Union in this Appendix shall not apply to or be a precedent for serving as a rule or course of action under any other local Union Appendix to the Master Agreement herein referred to.

1. Employee Definition: Regular Full-Time Employee - An employee who works an 8-1/4 hour day on a 5-2, 4-2 schedule on a year round basis and who receives full employee benefits.

2. The normal work schedule for regular full-time employees shall be four (4) days on and two (2) days off and then five (5) days on and two (2) days off, on a rotating schedule. Eight (8) hours and fifteen (15) minutes shall constitute a normal workday.

3. Regular full-time employees shall be compensated at a rate of one and one-half (1-½) times their regular rate of pay for all hours worked in excess of eight (8) hours and fifteen (15) minutes in any workday and after forty-one hours and fifteen minutes (41-1/4 hours) in a workweek. When an employee on a 5-2, 4-2 schedule has a 33 hour workweek rotation, overtime will be paid after 33 hours.

4. Rest Periods - Time taken will be at the discretion of the supervisor and/or department head.

5. Compensatory Time - In lieu of cash payment for overtime work, regular full-time employees may elect to take compensatory time off credited at the rate of one and on-half (1-½) hours for each one (1) hour of overtime worked. Compensatory time may be accumulated up to twenty-four (24) overtime hours, at the rate of one and one-half (1-½), i.e., thirty-six (36) hours. Compensatory time off may be used at the employee's discretion with the approval of the department head. All compensatory time not used in a calendar year will be paid with the last payroll period of the year.

APPENDIX TO MASTER AGREEMENT
BY AND BETWEEN
THE COUNTY OF WAUKESHA
AND
WISCONSIN COUNCIL NO. 40
COUNTY AND MUNICIPAL EMPLOYEES
AND LOCAL 2494

Conditions of employment and other matters agreed to between the County and the Union in this Appendix shall not apply to or be a precedent for any other local union Appendix to the Master Agreement.

1. AFSCME Local 2494 shall represent the Temporary and Limited Term employees who are employed as Temporary Clerical Help or in classifications covered by the collective bargaining agreement which have a work schedule of at least ten (10) hours per week over at least a four (4) month period; but excluding all other employees.

2. Employee Definitions –

   Part-Time - Less than forty (40) hours biweekly - an employee who works less than forty (40) hours biweekly on a regular basis and receives no employee benefits except as provided in this Appendix.

3. Work Schedules - A schedule of working hours for each employee will be prepared and approved by the appropriate department head. The employee's schedule may be modified and adjusted as determined by the department head.

4. An employee working as a Temporary or Limited Term employee working twenty (20) or more hours per week under this Appendix will be limited to not more than eighteen (18) months of work. Thereafter, the County will either terminate the employee or hire the employee as a Regular Part-time or a Regular Full-time employee. A Temporary and Limited Term employee under this Appendix does not accrue seniority except as provided below and may be terminated at any time.

5. Full-time temporary or full-time Limited Term employees who become regular full-time or regular part-time employees without a break in their continuous service shall have their seniority established as of the date of hire including the time spent as a temporary or limited term employee. Such seniority accrued as a temporary or limited term employee shall apply only to vacation eligibility but not accrual and to bids on promotional opportunities.

6. When a vacancy under Article 10.01 is posted but not filled by a regular full-time or regular part-time employee, employees covered under this Appendix who have worked at least 2,000 hours will, provided they are qualified, be given secondary consideration before any new employee is hired. Employees wishing to receive consideration for a vacant position should submit an employee bid to the Division of Human Resources.

7. Employees who are covered by this Appendix and who have completed six (6) calendar months of employment with the County will have the applicable union dues deducted from their paycheck, subject to the provisions of Section 4.08 and 4.10(E).

8. Wages - Employees shall be eligible for merit increases within the applicable salary ranges when their hours worked in each step equal those of regular full-time employees.

9. Employees covered by this appendix shall have their wages, hours, and conditions of employment limited to the following articles.

Article I	Management Rights
Article II	Non-discrimination
Article IV	Union Activities
Article V	No Strike - No Lockout
Article VI	Grievance Procedures
Article VII	Employee Definitions

10. Temporary Clerical Help* –

	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	
2010	January 2, 2010	$10.2865	$11.0679	$11.8491	$12.6297	$13.4111	HOURLY
		$822.92	$885.43	$947.93	$1,010.38	$1,072.89	APRX BIWEEKLY
		$1,783	$1,918	$2,054	$2,189	$2,325	APRX MNTHLY
2011	January 1, 2011	$10.4408	$11.2339	$12.0268	$12.8191	$13.6123	HOURLY
		$835.26	$898.71	$962.14	$1,025.53	$1,088.98	APRX BIWEEKLY
		$1,810	$1,947	$2,085	$2,222	$2,359	APRX MNTHLY

* Wage adjustments based on merit and annual review.

11. Wisconsin Retirement Fund - Following completion of six (6) months of work and meeting the applicable eligibility requirements for the Wisconsin Retirement System, the County will pay the employee's share of contributions to the Wisconsin Retirement System.

Daniel P. Vrakas
County Executive

Norman A. Cummings
Director

Waukesha
COUNTY
DEPARTMENT OF ADMINISTRATION

August 2, 2010

John P. Maglio, Business Representative
AFSCME
P.O. Box 044316
Racine, WI 53404-7006

Dear Mr. Maglio:

This letter will outline an agreement reached between Waukesha County and AFSCME Local 2494 for the contract years 2010, and 2011 concerning the subcontracting of custodial work performed by employees hired before January 1, 1996.

The County agrees that employees classified as Building Service Worker I and Building Service Worker II who were hired before 01/01/1996 will not be laid off from employment with Waukesha County as a result of a decision to subcontract custodial work in current County facilities where custodial work is currently performed by County employees.

Sincerely,

James H. Richter
Labor Relations Manager

JHR/vr

Human Resources
515 W. Moreland Blvd. Room 160 (Administration Center)
Waukesha, Wisconsin 53188-2482
Phone: (262) 548-7044 Fax: (262) 896-8272
www.waukeshacounty.gov

2010 AFSCME WAGE APPENDIX
Effective January 2, 2010 (1%)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	
I. HEALTH DEPARTMENT							
Public Health Technician	$13.8711	$14.1944	$14.5405	$14.8852	$15.2314		HOURLY
	$1,109.69	$1,135.55	$1,163.24	$1,190.82	$1,218.51		APRX BIWEEKLY
	$2,404	$2,460	$2,520	$2,580	$2,640		APRX MNTHLY
Environmental Health Sanitarian	$20.4763	$21.3569	$22.2644	$23.1722	$24.0505	$24.9588	HOURLY
	$1,638.10	$1,708.55	$1,781.15	$1,853.78	$1,924.04	$1,996.70	APRX BIWEEKLY
	$3,549	$3,702	$3,859	$4,017	$4,169	$4,326	APRX MNTHLY
II. WAUKESHA COUNTY MENTAL HEALTH CENTER AND DEPARTMENT OF SENIOR SERVICES							
Volunteer Program Specialist	$15.4945	$16.1557	$16.7932	$17.4297	$18.0915		HOURLY
	$1,239.56	$1,292.46	$1,343.46	$1,394.38	$1,447.32		APRX BIWEEKLY
	$2,686	$2,800	$2,911	$3,021	$3,136		APRX MNTHLY
Psychiatric Technician	$14.7421	$16.0057	$16.9045	$17.6007	$18.2968		HOURLY
	$1,179.37	$1,280.46	$1,352.36	$1,408.06	$1,463.74		APRX BIWEEKLY
	$2,555	$2,774	$2,930	$3,051	$3,171		APRX MNTHLY
Certified Occupational Therapy Assistant	$14.9971	$16.2607	$17.1595	$17.8557	$18.5518		HOURLY
	$1,199.77	$1,300.86	$1,372.76	$1,428.46	$1,484.14		APRX BIWEEKLY
	$2,599	$2,819	$2,974	$3,095	$3,216		APRX MNTHLY
Licensed Practical Nurse	$17.8166	$18.2781	$18.7503	$19.2322	$20.7218		HOURLY
	$1,425.33	$1,462.25	$1,500.02	$1,538.58	$1,657.74		APRX BIWEEKLY
	$3,088	$3,168	$3,250	$3,334	$3,592		APRX MNTHLY
III. COMMUNITY HUMAN SERVICES DEPARTMENT - PARAPROFESSIONAL EMPLOYEES							
Human Services Support Specialist	$13.6424	$14.2313	$14.8356	$15.4724	$16.1403	$16.4973	HOURLY
	$1,091.39	$1,138.50	$1,186.85	$1,237.79	$1,291.22	$1,319.78	APRX BIWEEKLY
	$2,365	$2,467	$2,572	$2,682	$2,798	$2,860	APRX MNTHLY
Economic Support Specialist	$16.5671	$16.9334	$17.4133	$17.8943	$18.3231	$18.7458	HOURLY
	$1,325.37	$1,354.67	$1,393.06	$1,431.54	$1,465.85	$1,499.66	APRX BIWEEKLY
	$2,872	$2,935	$3,018	$3,102	$3,176	$3,249	APRX MNTHLY
IV. JUVENILE CENTER							
Juvenile Center Worker	$15.1585	$15.8037	$16.4652	$17.1748	$17.9157		HOURLY
	$1,212.68	$1,264.30	$1,317.22	$1,373.98	$1,433.26		APRX BIWEEKLY
	$2,627	$2,739	$2,854	$2,977	$3,105		APRX MNTHLY

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	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	
V. CLERICAL							
Clerk I	$13.2438	$13.5896	$13.9346	$14.2808	$14.6041		HOURLY
Clerk Typist I	$1,059.50	$1,087.17	$1,114.77	$1,142.46	$1,168.33		APRX BIWEEKLY
	$2,296	$2,356	$2,415	$2,475	$2,531		APRX MNTHLY
Clerk II	$14.3452	$14.7989	$15.2518	$15.7055	$16.1591		HOURLY
Clerk Typist II	$1,147.62	$1,183.91	$1,220.14	$1,256.44	$1,292.73		APRX BIWEEKLY
Delivery and Receiving Clerk	$2,487	$2,565	$2,644	$2,722	$2,801		APRX MNTHLY
Clerk III	$15.2402	$15.7221	$16.2019	$16.6823	$17.1630		HOURLY
Clerk Typist III	$1,219.22	$1,257.77	$1,296.15	$1,334.58	$1,373.04		APRX BIWEEKLY
Victim Witness Specialist	$2,642	$2,725	$2,808	$2,892	$2,975		APRX MNTHLY
Incident Report Typist	$15.5008	$15.9971	$16.4927	$16.9864	$17.4816		HOURLY
Legal Clerk	$1,240.06	$1,279.77	$1,319.42	$1,358.91	$1,398.53		APRX BIWEEKLY
	$2,687	$2,773	$2,859	$2,944	$3,030		APRX MNTHLY
Check Investigator	$15.4945	$16.1557	$16.7932	$17.4297	$18.0915		HOURLY
Program Assistant	$1,239.56	$1,292.46	$1,343.46	$1,394.38	$1,447.32		APRX BIWEEKLY
	$2,686	$2,800	$2,911	$3,021	$3,136		APRX MNTHLY
Committee Secretary	$15.8965	$16.5765	$17.2334	$17.8892	$18.5825		HOURLY
Deputy Clerk of Courts	$1,271.72	$1,326.12	$1,378.67	$1,431.14	$1,486.60		APRX BIWEEKLY
Deputy Clerk of Juvenile Court	$2,755	$2,873	$2,987	$3,101	$3,221		APRX MNTHLY
Deputy Register of Probate							
Commitment Hearings	$17.2335	$17.8707	$18.5422	$19.2090	$19.8987		HOURLY
Coordinator	$1,378.68	$1,429.66	$1,483.38	$1,536.72	$1,591.90		APRX BIWEEKLY
Departmental Secretary	$2,987	$3,098	$3,214	$3,330	$3,449		APRX MNTHLY
VI. FISCAL							
Account Clerk I	$15.2402	$15.7221	$16.2019	$16.6823	$17.1630		HOURLY
	$1,219.22	$1,257.77	$1,296.15	$1,334.58	$1,373.04		APRX BIWEEKLY
	$2,642	$2,725	$2,808	$2,892	$2,975		APRX MNTHLY
Account Clerk II	$15.4945	$16.1557	$16.7932	$17.4297	$18.0915		HOURLY
	$1,239.56	$1,292.46	$1,343.46	$1,394.38	$1,447.32		APRX BIWEEKLY
	$2,686	$2,800	$2,911	$3,021	$3,136		APRX MNTHLY
Administrative Assistant I -	$18.3409	$19.0259	$19.7119	$20.4061	$21.1304		HOURLY
Fiscal Management	$1,467.27	$1,522.07	$1,576.95	$1,632.49	$1,690.43		APRX BIWEEKLY
	$3,179	$3,298	$3,417	$3,537	$3,663		APRX MNTHLY
Payroll Coordinator	$20.5267	$21.2036	$21.8538	$22.4237	$22.9864		HOURLY
	$1,642.14	$1,696.29	$1,748.30	$1,793.90	$1,838.91		APRX BIWEEKLY
	$3,558	$3,675	$3,788	$3,887	$3,984		APRX MNTHLY

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	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	
VII. MAINTENANCE							
Building Service Worker I	$13.0284	$13.3731	$13.7196	$14.0649	$14.4104		HOURLY
	$1,042.27	$1,069.85	$1,097.57	$1,125.19	$1,152.83		APRX BIWEEKLY
	$2,258	$2,318	$2,378	$2,438	$2,498		APRX MNTHLY
Building Service Worker II	$15.2402	$15.7221	$16.2019	$16.6823	$17.1630		HOURLY
	$1,219.22	$1,257.77	$1,296.15	$1,334.58	$1,373.04		APRX BIWEEKLY
	$2,642	$2,725	$2,808	$2,892	$2,975		APRX MNTHLY
Maintenance Mechanic I	$16.8907	$17.3312	$17.7720	$18.2137	$18.6428		HOURLY
	$1,351.26	$1,386.50	$1,421.76	$1,457.10	$1,491.42		APRX BIWEEKLY
	$2,928	$3,004	$3,080	$3,157	$3,231		APRX MNTHLY
Maintenance Mechanic II	$18.3409	$19.0937	$19.8714	$20.6603	$21.4503		HOURLY
	$1,467.27	$1,527.50	$1,589.71	$1,652.82	$1,716.02		APRX BIWEEKLY
	$3,179	$3,310	$3,444	$3,581	$3,718		APRX MNTHLY
Maintenance Mechanic III	$20.5267	$21.2036	$21.8538	$22.4237	$22.9864		HOURLY
	$1,642.14	$1,696.29	$1,748.30	$1,793.90	$1,838.91		APRX BIWEEKLY
	$3,558	$3,675	$3,788	$3,887	$3,984		APRX MNTHLY
Electrician	$27.1105	$27.7871	$28.4377	$29.0076	$29.5702		HOURLY
	$2,168.84	$2,222.97	$2,275.02	$2,320.61	$2,365.62		APRX BIWEEKLY
	$4,699	$4,816	$4,929	$5,028	$5,126		APRX MNTHLY

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	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	
I. HEALTH DEPARTMENT							
Public Health Technician	$14.0792	$14.4073	$14.7586	$15.1085	$15.4599		HOURLY
	$1,126.34	$1,152.58	$1,180.69	$1,208.68	$1,236.79		APRX BIWEEKLY
	$2,440	$2,497	$2,558	$2,619	$2,680		APRX MNTHLY
Environmental Health Sanitarian	$20.7834	$21.6773	$22.5984	$23.5198	$24.4113	$25.3332	HOURLY
	$1,662.67	$1,734.18	$1,807.87	$1,881.58	$1,952.90	$2,026.66	APRX BIWEEKLY
	$3,602	$3,757	$3,917	$4,077	$4,231	$4,391	APRX MNTHLY
II. WAUKESHA COUNTY MENTAL HEALTH CENTER AND DEPARTMENT O SENIOR SERVICES							
Volunteer Program Specialist	$15.7269	$16.3980	$17.0451	$17.6911	$18.3629		HOURLY
	$1,258.15	$1,311.84	$1,363.61	$1,415.29	$1,469.03		APRX BIWEEKLY
	$2,726	$2,842	$2,954	$3,066	$3,183		APRX MNTHLY
Psychiatric Technician	$14.9632	$16.2458	$17.1581	$17.8647	$18.5713		HOURLY
	$1,197.06	$1,299.66	$1,372.65	$1,429.18	$1,485.70		APRX BIWEEKLY
	$2,594	$2,816	$2,974	$3,097	$3,219		APRX MNTHLY
Certified Occupational Therapy Assistant	$15.2221	$16.5046	$17.4169	$18.1235	$18.8301		HOURLY
	$1,217.77	$1,320.37	$1,393.35	$1,449.88	$1,506.41		APRX BIWEEKLY
	$2,638	$2,861	$3,019	$3,141	$3,264		APRX MNTHLY
Licensed Practical Nurse	$18.0838	$18.5523	$19.0316	$19.5207	$21.0326		HOURLY
	$1,446.70	$1,484.18	$1,522.53	$1,561.66	$1,682.61		APRX BIWEEKLY
	$3,135	$3,216	$3,299	$3,384	$3,646		APRX MNTHLY
III. COMMUNITY HUMAN SERVICES DEPARTMENT - PARAPROFESSIONAL EMPLOYEES							
Human Services Support Specialist	$13.8470	$14.4448	$15.0581	$15.7045	$16.3824	$16.7448	HOURLY
	$1,107.76	$1,155.58	$1,204.65	$1,256.36	$1,310.59	$1,339.58	APRX BIWEEKLY
	$2,400	$2,504	$2,610	$2,722	$2,840	$2,902	APRX MNTHLY
Economic Support Specialist	$16.8156	$17.1874	$17.6745	$18.1627	$18.5979	$19.0270	HOURLY
	$1,345.25	$1,374.99	$1,413.96	$1,453.02	$1,487.83	$1,522.16	APRX BIWEEKLY
	$2,915	$2,979	$3,064	$3,148	$3,224	$3,298	APRX MNTHLY
IV. JUVENILE CENTER							
Juvenile Center Worker	$15.3859	$16.0408	$16.7122	$17.4324	$18.1844		HOURLY
	$1,230.87	$1,283.26	$1,336.98	$1,394.59	$1,454.75		APRX BIWEEKLY
	$2,667	$2,780	$2,897	$3,022	$3,152		APRX MNTHLY

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V. CLERICAL							
Clerk I	$13.4425	$13.7934	$14.1436	$14.4950	$14.8232		HOURLY
Clerk Typist I	$1,075.40	$1,103.47	$1,131.49	$1,159.60	$1,185.86		APRX BIWEEKLY
	$2,330	$2,391	$2,452	$2,512	$2,569		APRX MNTHLY
Clerk II	$14.5604	$15.0209	$15.4806	$15.9411	$16.4015		HOURLY
Clerk Typist II	$1,164.83	$1,201.67	$1,238.45	$1,275.29	$1,312.12		APRX BIWEEKLY
Delivery and Receiving Clerk	$2,524	$2,604	$2,683	$2,763	$2,843		APRX MNTHLY
Clerk III	$15.4688	$15.9579	$16.4449	$16.9325	$17.4204		HOURLY
Clerk Typist III	$1,237.50	$1,276.63	$1,315.59	$1,354.60	$1,393.63		APRX BIWEEKLY
Victim Witness Specialist	$2,681	$2,766	$2,850	$2,935	$3,020		APRX MNTHLY
Incident Report Typist	$15.7333	$16.2371	$16.7401	$17.2412	$17.7438		HOURLY
Legal Clerk	$1,258.66	$1,298.97	$1,339.21	$1,379.30	$1,419.50		APRX BIWEEKLY
	$2,727	$2,814	$2,902	$2,988	$3,076		APRX MNTHLY
Check Investigator	$15.7269	$16.3980	$17.0451	$17.6911	$18.3629		HOURLY
Program Assistant	$1,258.15	$1,311.84	$1,363.61	$1,415.29	$1,469.03		APRX BIWEEKLY
	$2,726	$2,842	$2,954	$3,066	$3,183		APRX MNTHLY
Committee Secretary	$16.1349	$16.8251	$17.4919	$18.1575	$18.8612		HOURLY
Deputy Clerk of Courts	$1,290.79	$1,346.01	$1,399.35	$1,452.60	$1,508.90		APRX BIWEEKLY
Deputy Clerk of Juvenile Court	$2,797	$2,916	$3,032	$3,147	$3,269		APRX MNTHLY
Deputy Register of Probate							
Commitment Hearings	$17.4920	$18.1388	$18.8203	$19.4971	$20.1972		HOURLY
Coordinator	$1,399.36	$1,451.10	$1,505.62	$1,559.77	$1,615.78		APRX BIWEEKLY
Departmental Secretary	$3,032	$3,144	$3,262	$3,379	$3,501		APRX MNTHLY
VI. FISCAL							
Account Clerk I	$15.4688	$15.9579	$16.4449	$16.9325	$17.4204		HOURLY
	$1,237.50	$1,276.63	$1,315.59	$1,354.60	$1,393.63		APRX BIWEEKLY
	$2,681	$2,766	$2,850	$2,935	$3,020		APRX MNTHLY
Account Clerk II	$15.7269	$16.3980	$17.0451	$17.6911	$18.3629		HOURLY
	$1,258.15	$1,311.84	$1,363.61	$1,415.29	$1,469.03		APRX BIWEEKLY
	$2,726	$2,842	$2,954	$3,066	$3,183		APRX MNTHLY
Administrative Assistant I -	$18.6160	$19.3113	$20.0076	$20.7122	$21.4474		HOURLY
Fiscal Management	$1,489.28	$1,544.90	$1,600.61	$1,656.98	$1,715.79		APRX BIWEEKLY
	$3,227	$3,347	$3,468	$3,590	$3,718		APRX MNTHLY
Payroll Coordinator	$20.8346	$21.5217	$22.1816	$22.7601	$23.3312		HOURLY
	$1,666.77	$1,721.74	$1,774.53	$1,820.81	$1,866.50		APRX BIWEEKLY
	$3,611	$3,730	$3,845	$3,945	$4,044		APRX MNTHLY

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VII. MAINTENANCE							
Building Service Worker I	$13.2238	$13.5737	$13.9254	$14.2759	$14.6266		HOURLY
	$1,057.90	$1,085.90	$1,114.03	$1,142.07	$1,170.13		APRX BIWEEKLY
	$2,292	$2,353	$2,414	$2,474	$2,535		APRX MNTHLY
Building Service Worker II	$15.4688	$15.9579	$16.4449	$16.9325	$17.4204		HOURLY
	$1,237.50	$1,276.63	$1,315.59	$1,354.60	$1,393.63		APRX BIWEEKLY
	$2,681	$2,766	$2,850	$2,935	$3,020		APRX MNTHLY
Maintenance Mechanic I	$17.1441	$17.5912	$18.0386	$18.4869	$18.9224		HOURLY
	$1,371.53	$1,407.30	$1,443.09	$1,478.95	$1,513.79		APRX BIWEEKLY
	$2,972	$3,049	$3,127	$3,204	$3,280		APRX MNTHLY
Maintenance Mechanic II	$18.6160	$19.3801	$20.1695	$20.9702	$21.7721		HOURLY
	$1,489.28	$1,550.41	$1,613.56	$1,677.62	$1,741.77		APRX BIWEEKLY
	$3,227	$3,359	$3,496	$3,635	$3,774		APRX MNTHLY
Maintenance Mechanic III	$20.8346	$21.5217	$22.1816	$22.7601	$23.3312		HOURLY
	$1,666.77	$1,721.74	$1,774.53	$1,820.81	$1,866.50		APRX BIWEEKLY
	$3,611	$3,730	$3,845	$3,945	$4,044		APRX MNTHLY
Electrician	$27.5172	$28.2039	$28.8643	$29.4427	$30.0138		HOURLY
	$2,201.38	$2,256.31	$2,309.14	$2,355.42	$2,401.10		APRX BIWEEKLY
	$4,770	$4,889	$5,003	$5,103	$5,202		APRX MNTHLY