

2005-2007 OZAUKEE COUNTY HIGHWAY
DEPARTMENT WORK AGREEMENT

This Agreement made and entered into by and between Ozaukee County, through its duly authorized Administrative Committee, hereinafter referred to as the "Employer," and the Office and Professional Employees International Union, Local No. 35, AFL-CIO-CLC, hereinafter referred to as the "Union".

It is the purpose of this Agreement and the desire of the parties hereto to protect and promote the interest and welfare of the general public to whom the parties provide services, to maintain harmonious labor relations without interruption of services, to obtain an agreement covering the wages, hours and conditions of employment, and to allow the County to operate and manage its affairs effectively and efficiently.

ARTICLE I
RECOGNITION

The County hereby recognizes the Union, as the sole and exclusive bargaining agent on matters pertaining to wages, hours, and other conditions of employment for the employees of the Ozaukee County Highway Department in the position classifications of equipment operator, foreman, mechanic and patrolman.

ARTICLE II
MANAGEMENT RIGHTS

Except as otherwise specifically provided herein, the management of the County 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 cause, the right to decide job qualifications, 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, together with the right to determine the methods, processes and the manner of performing work are vested exclusively in the County.

ARTICLE III
NO STRIKE

During the term of this Agreement, the County and the Union agree that there will be no strike or lockout and that the employees agree that they will not cause, encourage, participate in or support any strike, picketing, slowdown, refusal to perform work or other interruption of or interference with the normal functions required of management by the County. Any violation of this Section by any employee shall be grounds for discharge.

ARTICLE IV
GRIEVANCE AND ARBITRATION PROCEDURE

Section 1 - Definition: Only matters involving the interpretation, application or enforcement of the terms of this Agreement shall constitute a grievance.

Section 2 - Grievance Procedure Steps.

Step 1. The employee alone or with his/her Union representative shall explain the grievance verbally to the Highway Commissioner. Grievances must be initiated within fifteen (15) working days of the event that caused the grievance, or the date either the employee or the Union knew or should have known of the event that caused the grievance. The Highway Commissioner shall within three (3) working days verbally inform the employee and/or the Union representative of the decision of the grievance presented.

Step 2. If the grievance is not settled at Step 1, the Union representative may reduce the grievance to writing and submit it to the Highway Commissioner within ten (10) working days after the Commissioner's verbal response. The Highway Commissioner shall, within ten (10) working days after receipt of the grievance, meet and discuss the grievance with the aggrieved employee and/or Union representative and shall respond in writing to the Union representative within ten (10) working days after receipt of the grievance.

Step 3. If the grievance is not satisfactorily resolved by the Commissioner, the Union representative shall have the right to appeal the grievance to the Administrative Committee within seven (7) working days after receipt of the Step 2 answer. The Administrative Committee shall meet to discuss the grievance with the aggrieved employee and the Union representative, and shall respond in writing within ten (10) working days after such meeting to the Union representative.

Section 3 -Arbitration

a. If the grievance is not settled in Step 3, the Union shall have the right to appeal the grievance to arbitration within twenty (20) working days after receipt of the Step 3 answer by written notice to the Chair of the Administrative Committee.

b. At the time of giving notice to arbitrate, the Union shall also request the Wisconsin Employment Relations Commission to submit a list of seven (7) arbitrators to the County and the Union. The County and the Union shall alternatively strike names from the list until one (1) remains, and the name remaining will be the arbitrator designated to hear the dispute.

c. Arbitration proceedings shall be implemented in a manner prescribed by the arbitrator.

d. The arbitrator shall render a written decision which shall be final and binding on both parties. The arbitrator shall not add to, subtract from, nor modify the provisions of this Agreement.

e. The fees and expenses charged by the arbitrator shall be borne by the County and the Union equally. Either the County or the Union may request a transcript of the arbitration proceeding. The cost of same shall be borne entirely by the party ordering same, but if both the County and the Union desire a transcript, the cost shall be shared equally.

f. The scheduling of witnesses shall be done in such a way as to avoid excessive disruption of work, whenever possible. The County shall not be required to pay wages for more than one (1) Union representative to attend meetings or hearings.

Section 4 - Time Limitations. "Working Day" shall not include Saturday, Sunday or holidays. Any time limit provided for in this Article may be extended by written agreement of the parties.

ARTICLE V
WORKWEEK/WORKDAY

Section 1 - A schedule of regular hours for each employee will be prepared by the Highway Commissioner to meet the needs of the Department. The schedule shall establish the normal workday which will result in forty (40) hours per week for each employee, unless said employee has been laid off. Said schedule shall be posted one (1) week in advance of any changes in regular working hours and shall be a matter of record. Unless otherwise agreed upon, the normal workday of day-shift employees shall be between the hours of 7:00 a.m. to 3:30 p.m. For said hours worked, employees shall be compensated at the regular rate of pay established under this Agreement. It is agreed that the nature of highway maintenance requires that employees be available for emergency situations during unscheduled hours. An employee called to work during said unscheduled hours shall receive not less than two (2) hours' pay, but that in any event if said employee is scheduled to work on any such day, the employee shall not be guaranteed hours in excess of the total hours the employee is scheduled to work. All employees, called to work unscheduled hours shall be compensated at one and one-half (1-1/2) times the regular rate of pay for those hours worked other than scheduled hours. (Seasonal employees shall not be utilized unless such work has been offered to Union members). It is understood that the one (1) week's notice of change in the work schedule may be waived by mutual consent of the parties.

Section 2 - Compensatory Time Off. Each employee may elect at the beginning of each calendar year the option of compensatory time off. For those making such election, the following rules will apply:

a. The first 54 hours of work on an overtime basis (81 calculated as straight time) shall be available for usage by the employee as compensatory time off.

b. Usage of such accumulated compensatory time off shall be at the employee's request, and may be taken as earned, subject to the approval of the supervisor, which approval shall not be unreasonably withheld.

c. Any such compensatory time off which has not been liquidated by December 1st of the year involved, will not be carried over, but will be paid out to the employee on his/her next paycheck.

**ARTICLE VI
WAGES AND HOURS**

All employees shall be paid every other Friday. If the regular payday falls on a holiday, payroll vouchers will be available on the preceding workday. In the event of two (2) consecutive holidays, payroll vouchers will be available on the first workday following the holidays.

Effective as soon as administratively feasible, direct deposit of paychecks shall be required for all employees.

Compensation of employees covered by this Agreement is hereby established as follows:

Highway Wage Rates – Current Employees				
Classification	Effective Date	New Employee	After 1 year	After 2 years
Equipment Operator Current	01/01/2005 3%	\$ 16.58	\$ 18.28	\$ 20.02
	01/01/2006 3%	\$ 17.08	\$ 18.83	\$ 20.62
	01/01/2007 3%	\$ 17.59	\$ 19.40	\$ 21.24

For all employees hired after January 1, 2005 the following wage rates shall apply.

Highway Wage Rates new employees hired after 1/1/05 – Effective 1/1/06					
Classification	Effective Date	New Employee	After 1 year	After 2 years	After 3 years
Equipment Operator	01/01/2005 3%	\$ 16.58	\$ 17.74	\$ 18.89	\$ 20.02
	01/01/2006 3%	\$ 17.08	\$ 18.27	\$ 19.46	\$ 20.62
	01/01/2007 3%	\$ 17.59	\$ 18.82	\$ 20.04	\$ 21.24

Foreman – Current Contract *	01/01/05 3%		\$ 21.77
	01/01/06 3%		\$ 22.42

	01/01/07 3%		\$ 23.09
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It is being understood and agreed that the County may, at its sole discretion, compensate employees with less than two (2) years of service at a rate greater than that established above, up to a maximum rate of \$ 20.02 per hour in 2005; \$ 20.62 per hour in 2006 and \$ 21.24 per hour in 2007.

The first calendar year of employment shall be a probationary period, provided that if an employee is off from work for a period of sixty (60) consecutive calendar days or more, the probationary period shall be extended for the length of time the employee is off work. Employees who have completed their probationary period shall accumulate seniority from their date of hire to their date of termination or retirement. Temporary employees shall not accumulate seniority.

Any employee scheduled to work in the Shop shall receive a sixty five cents (\$.65) per hour premium while working under such circumstances. Any employee scheduled to work on the night shift shall receive seventy cents (\$.70) per hour premium while working under such conditions. Employees designated by the Highway Commissioner to act as temporary foremen shall receive a seventy cent (\$.70) per hour premium. Temporary foreman receive premium for actual hours worked as temporary foreman.

ARTICLE VII PROMOTIONS

In cases of promotion, the County will take into consideration seniority and ability. In determining ability, the County will consider quality and quantity of work, attitude and aptitude. If all the factors that constitute ability are relatively equal, then seniority shall prevail. Concerning the factor of ability, the capabilities to satisfactorily perform the job in question shall normally be qualifying. However, it is recognized that making promotions to jobs higher in a line of progression requiring supervisory qualifications, leadership must also be considered a factor of ability.

ARTICLE VIII INSURANCE AND RETIREMENT

Effective, January 1, 1997, the County will furnish and pay ninety percent (90%) of the cost of the monthly premium for group health insurance, under the County's insurance plans offered, single plan, single plus one, or family plan, as applicable, for permanent full-time employees. Effective January 1, 2006, employees will be required to pay eleven percent (11%) of the premium cost through payroll deduction. Effective January 1, 2007, if the county's premium costs go up twelve percent or more, employees will contribute twelve percent (12%) of the premium costs through payroll deduction. Effective July 1, 2007 employees will be required to pay twelve percent (12%) of the premium costs through payroll deduction. Coverage is to be effective on

the first day of the month following completion of two (2) full months of employment. Participation in any of the County's health insurance plans offered by the County shall be at the employee's option.

1. The County may change insurance carriers or administrators provided it submits thirty (30) days advance notice to the Union. The County guarantees that insurance coverage under the Insurance Plan shall be reasonably equal to that in effect in January 1, 2003.
2. In the event an employee has a spouse that is also a County employee, that employee and spouse will be entitled only to either two (2) single, a single plus one plan or one (1) family plan between them from the Employer.
3. The following plan design is implemented:
 - (a) There will be an annual deductible of \$250/single plan and \$500/employee plus 1 and family plan for services provided in the Network and \$500/single plan and \$1000/employee plus 1 and family for services if referred outside the Network. The deductible is waived for annual exams, immunizations, and well child care.
 - (b) The employees will be charged \$20 per office visit*, even if more doctors are seen at the same visit. The co-payment will be waived for annual exams, immunizations, well child care and prenatal care for pregnant women.
**not applicable to annual deductible.*
 - (c) The employees will be charged a \$75 emergency room co-payment for each visit. The co-payment will be waived if the individual is admitted to the hospital or the attending physician certifies the need for such emergency care.
 - (d) The employees will be charged for prescription drugs as follows:
 - (1) 30-day supply will be \$10/generic; \$20/brand name formulary drugs/ \$30/brand name non formulary drugs.
 - (2) 3-month supply order by mail will be \$20/generic/ \$30/brand name; \$40/brand name non formulary.
 - (3) Generic equivalent policy is eliminated. All co-pays will apply as prescribed. The County will continue the same 3 tiered drug co-pays but will no longer approve a \$10 co-pay when a generic is not available. Prescription co-pays of \$30 brand name non formulary do not apply to co-pay maximum. Generic and formulary co-pays do apply to co-pay maximum.

The co-payment maximum for prescription drugs will be \$ 250/single and \$500.00/family Plan/Employee Plus 1 Plan. If any individual's total co-payments reach the maximum stated, then prescriptions are covered 100%.

- (e) Home Care Visits are limited to forty (40) visits per calendar year.
- (f) The lifetime maximum will be \$2,000,000 per each individual in the plan.
- (g) Any employee who retires from the County at age sixty (60) or later, with a minimum of fifteen (15) years of continuous service with the County shall be entitled to a health insurance supplemental payment up to the minimum age at which Medicare begins. Employee will receive a prorated amount from date of retirement. Yearly amounts can be used for up to five (5) consecutive years beginning at age 60.

The County agrees to pay an amount towards health insurance costs for qualified retirees in the following manner:

Three thousand five hundred dollars (\$3,500.00) for 2005.

Four thousand dollars (\$4,000.00) for 2006 and 2007.

Four thousand five hundred dollars (\$4,500.00) for 2008 and 2009.

A maximum of five thousand dollars (\$5,000.00) beginning in 2010, and remaining at that amount.

Effective January 1, 2005, the County will implement an Internal Revenue Code Section 125 Plan for employee health insurance premium contributions.

Employees who retire from Ozaukee County, apply for and immediately receive an unreduced WRS retirement annuity shall be eligible to participate in the County health plan provided full payment of the premium is made on a timely basis. Participation in the County health plan shall cease at such time as the retiree ceases to make timely payments or the retiree is entitled to benefits under any other health plan. Coverage shall be limited to the level of coverage (i.e., single, single plus one or family) in effect immediately prior to the employee's retirement from County service or a lower cost plan. (In no event will a retiree be able to select coverage for dependents or additional dependents following retirement.)

Employees who retire from Ozaukee County may remain in the County's health plan until they become eligible for Medicare. Upon eligibility for Medicare, the County will offer those retirees a supplemental retirement plan.

For Employees who retire during the term of this Agreement and who have accumulated unused sick leave, the Employer will establish a health care account for such employee or the employee's spouse and/or dependent children from which the Employer will pay out the following:

Accumulated Sick Days	
60 to 79 days	40% of the days
Up to 80 to 99 days	50% of the days
Up to 100 to 120 days	60% of the days
Up to 150 days	65% of the days

Such health insurance premium account will be used for the payment of health insurance of the employee's choice, whether the insurance is purchased through Ozaukee County, or a private carrier at whatever the premium cost is per month.

The County shall pay to the Wisconsin Retirement System, in lieu of an equal amount of the retirement contributions required to be deducted from each payment of earnings to participating employees, the full amount of such retirement contributions. All such payments of contributions made by the County shall be reported to the Wisconsin Retirement System in the same manner as though deducted from the earnings of said participating employees and all such payments shall be available for all Retirement System benefit purposes to the same extent as normal contributions which were deducted from the earnings of said participating employees, it being understood that such payments made by the County shall not be considered municipality contributions.

The County will provide group life insurance to all full-time employees. Amount of coverage shall be based on regular annual salary rounded off to the next higher one thousand dollars (\$1,000.00). Employees will be eligible for this benefit upon completion of six (6) full months of employment.

The County shall provide group long-term disability insurance for all full-time employees. Employees shall be eligible for this benefit upon completion of six (6) full months' employment, effective upon the first of the following month. The monthly benefit will be sixty percent (60%) of the monthly salary. There will be a period of elimination of ninety (90) consecutive days for sickness and accidents. Benefits payable as a result of sickness may be continued for five (5) years, but in no event beyond age seventy (70). If a member is totally or partially disabled after attainment of age 69, the benefit period will be one year.

ARTICLE IX VACATION

Annual vacation for full time employees shall accrue for each paid hour as follows. No vacation leave may be taken during the first six (6) months of employment.

<u>Upon completion Of Anniversary Year</u>	Rate of Accrual	Maximum Accrual Per
-----	.039216	80.00 Hours
6 Years of Continuous employment	.058824	120.00 Hours
14 Years of Continuous employment	.078431	160.00 Hours
24 Years of Continuous employment	.098039	200.00 Hours

No employee's vacation leave account shall contain more than twenty-four (24) months credit. If at the end of a month an employee's vacation account already contains twenty-four (24) months credit, such employee will not be granted additional credits for that month.

ARTICLE X

SICK LEAVE

Sick leave will accrue at the rate of .046154 for each paid hour. Maximum accrual per calendar year is ninety-six (96) hours. Accumulation of sick leave accruing to credit which is not used during the year in which earned may accumulate to a maximum of one hundred fifty (150) working days. Any sick leave earned in excess of the one hundred fifty (150) days not used in the year earned shall be dropped from the individual's account.

Employees at the end of each calendar year, may elect to be reimbursed in cash for unused sick leave hours in excess of the 1,200 hours at a rate of 50% of the individual's salary or wage. If an individual's employment is terminated prior to the end of the calendar year, this payment will be made at the time of termination and shall be based on the excess leave earned but unused to that date.

If the employee does not elect to be reimbursed at the end of each calendar year, the employee shall bank 100% of the excess sick leave hours to be used solely for health care costs. Such sick leave shall be converted to a cash value on the last day of employment when the employee retires and calculated at the rate of pay in existence at the time of retirement. In the event the employee terminates prior to retirement, the employee shall be paid fifty (50%) of the days in their excess sick leave bank calculated at the rate of pay in existence at the time of their termination.

Reasons for granting sick leave are:

1. Sick leave shall be defined as time off the job because of medical inability, exposure to a contagious disease requiring quarantine, diagnostic treatment, dental procedures, and services of opticians when such services are performed by duly licensed practitioners.
2. When a member of the immediate family of the employee requires care and attendance of the employee, such employee will not be required to take sick leave in one (1) day increments or for the remainder of the work day. Immediate family for sick leave shall be spouse, children and step children. The employee will be allowed to use only the time required for care and attendance of an immediate family member, not to exceed eighty (80) hours per calendar year.
3. Employee shall make every effort to schedule medical, dental and optical appointments during non-working time, that such appointment be scheduled as close as possible to the employee's starting time or quitting time and when authorized by the Highway Commissioner.

Separation from employment by resignation, or for cause shall cancel all unused accumulated sick leave allowance. New employees shall be unable to use paid sick leave for any absence during the initial six (6) months of employment.

Medical certificates will be required under the following conditions:

1. For absences in excess of three (3) working days; and
2. For absences for short periods at frequent intervals and whenever there is reason to believe that the sick leave program is being abused.
3. To authorize a return to work after a serious illness, injury or hospitalization.

Compensation for time on leave shall be based on an eight (8) hour day.

ARTICLE XI MILITARY LEAVE

Military leave shall be granted in accordance with Section 4.063 of the Ozaukee County Code of Ordinances.

ARTICLE XII FUNERAL LEAVE

All regular full time employees may be allowed up to three (3) consecutive days off with pay, one day of which must be the day of the funeral, providing they are scheduled days of work between the date of death and the day after the funeral, in the

event of the death of a member of the immediate family. Immediate family means husband, wife, children, step children, parents or stepparents of the employee, or mother-in-law, father-in-law, grandparent, brother, sister, brother-in-law, sister-in-law, grandson, granddaughter, son-in-law, or daughter-in-law, or relative living in the same household. The amount of pay shall be based on an eight (8) hour day.

ARTICLE XIII HOLIDAYS

The following shall be recognized as paid holidays for all employees actively employed at the time of said holiday:

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

If a holiday falls on a Sunday, it will be observed on the following Monday. If a holiday falls on a Saturday, it will be observed on the preceding Friday. If January 1 or December 25 falls on a Saturday, December 24 and 31 will be observed on the preceding Thursday. If January 1 or December 25 falls on a Monday, December 24 and 31 will be observed on the preceding Friday.

Holiday pay shall be in addition to any compensation for time worked on these days. Holiday pay shall be based on eight (8) hours per day and shall be considered as part of the normal forty (40) hours week.

Any employee shall forfeit the right to payment for any holiday if the employee has an unexcused absence or is absent without pay on the last scheduled work day preceding the holiday and/or on the next regular scheduled workday following the holiday.

ARTICLE XIV SEPARABILITY AND DURATION

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 the Agreement. The parties to this Agreement shall immediately meet and negotiate to find a satisfactory solution to the issue in violation of the law.

This Agreement shall become effective January 1, 2005 and shall remain in full force and effect until December 31, 2007.

The parties shall make every effort to exchange initial proposals for a successor agreement in June of the last year covered by the contract.

ARTICLE XV
LAYOFFS AND RECALL

Layoff shall mean the separation of any employee from the active work force. When the County determines to reduce the work force by layoffs, such layoff will be in inverse order of seniority. Overtime work may be performed when employees are laid off. However, overtime work during periods of layoffs shall not be used as a means of precluding recall of laid off employees in circumstances under which such employee would normally be recalled. Any recall in the event of a layoff shall be in the order of seniority, except that two (2) mechanics will be permitted to work regardless of seniority.

Employees who fail to respond or decline a call to return to work within five (5) days shall be presumed to have resigned.

ARTICLE XVI
PAID JURY DUTY LEAVE

All regular full-time employees, and regular part-time employees who are required to serve as a juror during the employee's regular work hours will be paid the difference between the employee's regular wages and jury duty pay, including mileage (except mileage for jury duty in Federal Court). An employee on jury duty during regular work hours shall return to work each day as soon as possible after being released from jury duty. Such employee may elect to use vacation leave or compensatory time in lieu of the above for jury duty.

ARTICLE XVII
COMPONENT PARTS OF THIS AGREEMENT

This Agreement consists of the following component parts, all of which are as fully a part of this Agreement as if herein set out verbatim, or if not attached, as if hereto attached:

1. This instrument;
2. The Ozaukee County Highway Department Work Rules (except those relating to shorts and headphones) and Job Descriptions;
3. The Ozaukee County Highway Department Safety Program.

In the event that any provision in any of the above component parts of this Agreement conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern, except as may be otherwise specifically stated.

ARTICLE XVIII CONDITIONS OF AGREEMENT

This Agreement constitutes an entire agreement between the parties and no verbal statement shall supersede any of its provisions.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. The County and the Union, for the life of the Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to or covered by this Agreement or with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been known or contemplated by either or both parties at the time they negotiated or signed this Agreement.

ARTICLE XIX FAIR SHARE AND DUES DEDUCTION

Section 1 - Dues Checkoff. The County, upon receipt of an Authorization Card at the Human Resources Department, shall deduct Union dues from the payroll checks of all employees so authorizing the deduction in an amount certified by the Union. Checkoff shall become effective in the next pay period designated for such deductions after filing such card with the Human Resources Department.

Changes in dues' amounts to be deducted shall be certified by the Union at least thirty (30) calendar days before the date on which the change is to be effective.

The Union shall indemnify, defend, and save the County harmless against any and all claims, demands, suits, orders or judgments that shall arise out of or by reason of action taken by the County in compliance with employee Payroll Deduction Authorization Cards submitted by the Union to the County.

Section 2 - Fair Share Agreement.

Representation. The Union, as the exclusive representative of all employees in the bargaining unit, represents all such employees, both members and non-members, fairly and equally, and all employees in the bargaining unit shall be required

to pay their proportionate share of the costs of such representation as set forth in this Article.

Membership. No employee shall be required to join the Union, but membership in the Union 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, creed, color, sex, disability or national origin.

Payroll Deduction. The County shall deduct once each month from the earnings of each non-probationary employee in the bargaining unit who has not authorized dues checkoff as provided in Section 2, an amount certified by the Union as the proportionate share of the cost of collective bargaining process and contract administration measured by the amount of dues uniformly required of all members and pay said amount to the Union on or before the end of the month in which said deduction was made.

Changes in the amount to be deducted shall be by written notification from the Union to the County at least thirty (30) calendar days prior to the effective date of any such change.

The County shall not be required to submit any amounts to the Union under this Agreement for employees otherwise covered who are on layoff, leave of absence or other status in which they receive no pay for the pay period normally used by the County to make such deductions.

The County shall provide the Union with a list of the names of all employees from whom such deductions are made with each monthly remittance to the Union.

If an error is discovered with respect to any deduction under this provision, the County shall correct said error by appropriate adjustment in the next paycheck used by the County to make such deductions.

County Saved Harmless. The Union shall indemnify, defend, and save the County harmless against any and all claims, demands, suits, orders or judgments that shall arise out of or by reason of action taken by the County in compliance with this Section.

ARTICLE XX UNIFORM ALLOWANCE

The County shall make available to all regular full-time employees shirts (long and short sleeve), vests and jackets, all with the County identification patch affixed, pants, and/or coveralls (all blue in color), same to be purchased by the County. Mechanics will be provided an additional 2 pairs of coveralls. Each employee, shall be provided a uniform clothing allowance of \$135.00 (such amount to be based upon the

actual cost of such uniform clothing and cost of work shoes to the County). In the event an employee requests such uniform clothing which exceeds the said dollar limit, such employee shall reimburse the County for the overage. Employees may wear such uniform clothing to and from work, but shall not wear such uniform clothing for personal use only. All employees will be required to wear uniform shirts (long or short sleeve) when at work.

ARTICLE XXI
LONGEVITY PAY

For 2005 longevity pay, which will be paid monthly on the first payroll of the month, will be provided to employees as follows:

		Annually
5 or more years but less than 10 years of service	18/month	\$ 216.00
10 or more years but less than 15 years of service	33/month	\$ 396.00
15 or more years but less than 20 years of service	48/month	\$ 576.00
20 or more years of service	63/month	\$ 756.00

Continuous years of service shall be calculated from the anniversary date of employment by the Ozaukee County Highway Department.

Effective January 1, 2006, employees shall earn \$4.00 for each full month of employment to be paid beginning January 1, 2006 for active employees with five or more years of continuous service, for service concluded on the preceding December 31st. A full month of employment shall refer to any month in which an employee receives pay from the County for at least nine (9) work days. An employee receiving Worker's Compensation payments for temporary-partial disability based on employment with the County will be considered as receiving pay from the County.

An employee on layoff or unpaid leave of absence exceeding thirty (30) continuous days shall receive a pro-rata amount of the total due under this provision based upon the number of months during the twelve (12) month period prior to the preceding December 31 that the employee received credit for a full month of employment.

Employees will receive the longevity payment included with the first payroll in January for continuous service completed in the previous year. Employees will have the option of placing the Longevity Payment in either their Flexible Spending Account or as Deferred Compensation, provided adequate notice of their intent to do so is given.

If the employee retires or resigns after January 1, 2006, the employee will receive a prorata amount of the total amount due to the date of retirement or resignation based on the amount of time between the preceding December 31 and the date of retirement or resignation.

ARTICLE XXII
UNION REPRESENTATION

The County and Union agree that union stewards will be granted a reasonable period of time to investigate a grievance or conduct certain routine union business without loss of pay. The County shall not be required to pay wages for more than one union representative when conducting certain routine union business. When conducting union business, stewards will first seek permission from their immediate supervisor/or designee. Such permission will not be unreasonably withheld. The union will provide a list of stewards to the County in writing. OPEIU Local 35 representatives shall be given reasonable access to meet with union members/management upon request.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this _____ day of _____ 2005

LOCAL 35, OPEIU, AFL-CIO-CLC

Ozaukee County Administrative
Committee

Kurt H. Kraus

Mark A. Cronce, Chairman

Merlin R. Depies

Daniel P. Becker

Anthony R. Lorge

David W. Barrow, III

Walter E. Rassel

Donald G. Dohrwardt

Patrick C. Swan

Wanda J. Davies

Ozaukee County Public Works Comm.

Theodore C. Egelhoff

John C. Grosklaus

Frederick Kaul

Alan P. Kletti

James H. Uselding

LETTER OF AGREEMENT

It is agreed by the undersigned, the agreement between LOCAL 35, OPEIU and Ozaukee County, dated December 8, 1994 is clarified to provide for a night shift crew. The night shift crew will have their hours scheduled between the hours of 6:00 PM to 6:00 AM. The schedule shall be posted one week in advance. During any seven day period the night shift crew is scheduled to work 40 hours or more, between the hours of 6:00 PM to 6:00 AM, any hours worked over 10 hours per day shall be paid at one and one-half times the regular rate of pay. It is agreed that the nature of highway maintenance requires that employees be available for emergency situations during unscheduled hours. An employee called to work during said unscheduled hours shall receive not less than two hours' pay, but that in any event, if said employee is scheduled to work on any such day, the employee shall not be guaranteed hours in excess of the total hours the employee is scheduled to work. All employees called to work unscheduled hours shall be compensated at one and one-half times the regular rate of pay for those hours worked other than scheduled hours. It is understood that the one week's notice of change in the work schedule may be waived by mutual consent of the parties.

Any language contained in Article V of the labor agreement not included in this Letter of Agreement does not apply to the night shift, except the schedule of regular hours for each employee will be prepared by the Highway Commissioner to meet the needs of the Department.

This agreement shall not be construed by either party as a precedent for any and/or future situation.

This agreement expires December 31, 2007 unless mutually agreed upon by both parties.

LOCAL 35, OPEIU, AFL-CIO-CLC

Ozaukee County Public Works Committee

Kurt H. Kraus

Theodore C. Egelhoff

Merlin R. Depies

John C. Grosklaus

Anthony R. Lorge

Frederick Kaul

Walter E. Rassel

Alan P. Kletti

Patrick C. Swan

James H. Uselding

MEMORANDUM OF UNDERSTANDING

Summer Hours

This agreement is made by and between the Ozaukee County Highway Department and the LOCAL 35, OPEIU. This agreement is part of the parties' 2003-04 2005-07 collective bargaining agreement. This agreement may be extended at the discretion of the County.

"Summer hours" shall be in effect from the first week following Memorial Day and until the last week before Labor Day each year. During such period the parties mutually agree to change the contractually required Monday through Friday five-day work week and the "normal" workday of day-shift employees from 7:00 a.m. to 3:30 p.m. as set forth in Article V, Section 1, and with breaks and meal period pursuant to practice, to a four-day per week schedule. Such four-day schedule shall be Monday through Friday from 6:00 a.m. until 4:00 p.m. without regular meal breaks, but with two 15 minute work breaks. In the event the County elects to have staffing on State roads on Friday, a minimum of two employees may be scheduled to work Tuesday through Friday, selected on the basis of voluntary sign up by seniority. If no employee voluntarily signs up, employees may be assigned to work in order of reverse seniority.

For such schedule, employees shall be compensated at their regular rate of pay. During any such period of a summer hours schedule, all other provisions of the parties' collective bargaining agreement, such as compensatory time off, night shift, pay for unscheduled work, and all other terms not specifically amended by this agreement, except that same shall reflect the changed schedule and further provided that during the week Fourth of July is celebrated. The schedule for the remaining four weekdays shall be four "normal" eight (8) hour workdays, 7:00 a.m. to 3:30 p.m. as set forth in Article V, Section 1, and with breaks and meal period pursuant to practice.

Dated this _____ day of _____, 2005

LOCAL 35, OPEIU, AFL-CIO-CLC

Ozaukee County Public Works Committee

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