

<p>Notice of Public Meeting Tuesday, August 20, 2019 9:00 a.m.</p>	<p>JOINT NEGOTIATING COMMITTEE & ADMINISTRATIVE COMMITTEE MEETING</p>	<p>Door County Government Center Chambers Room, 1st floor 421 Nebraska Street, Sturgeon Bay, WI</p>

AGENDA

- A. Call to Order
- B. Roll Call (Establish a Quorum)
- C. Adopt Agenda / Properly Noticed
- D. Approve Minutes of the June 25, 2019 Negotiating Committee Meeting
- E. Review and Decision - Tentative Collective Bargaining Agreement Reached with the Door County Emergency Services IAFF Local 4982.
- F. Meeting Per Diem Code
- G. Adjourn

Deviation from the order shown may occur

MINUTES Tuesday, June 25, 2019	NEGOTIATING COMMITTEE	<i>Door County Government Center Chambers Room, 1st floor 421 Nebraska Street, Sturgeon Bay, WI</i>

Call to Order

The Tuesday, June 25, 2019 Negotiating Committee meeting was called to order at 10:08 a.m. by Chairman David Englebert at the Door County Government Center.

Roll Call (Establish a Quorum)

Members present: David Englebert, Joel Gunnlaugsson, Kathy Schultz, Laura Vlies Wotachek, and Megan Lundahl.

Others present: Administrator Ken Pabich, CC Grant Thomas, Human Resources Director Kelly Hendee, ES Director Aaron LeClair, and Chief Deputy, County Clerk Barbara Pavlik.

Adopt Agenda / Properly Noticed

Motion by Lundahl, seconded by Schultz to adopt the agenda. Motion carried by unanimous voice vote.

Approve Minutes of the April 16, 2019 Negotiating Committee Meeting

Motion by Lundahl, seconded by Gunnlaugsson to approve the minutes of the April 16, 2019 Negotiating Committee Meeting. Motion carried by unanimous voice vote.

Tentative Collective Bargaining Agreement Reached with Door County Emergency Services IAFF Local 4982

Administrator Pabich went through the Wage Proposal that was handed out at the meeting. CC Thomas stated that this will bring us closer to comparables. CC Thomas also went through some changes on the contract language.

Motion by Vlies-Wotachek, seconded by Lundahl, to move forward on Tentative Bargaining Agreement with Door County Emergency Services IAFF Local 4982 as discussed. Motion carried by unanimous voice vote.

Convene in Closed Session for the Purpose of Discussing and Deciding Negotiating Strategy(ies) to be used in Collective Bargaining Under Ch. 111, Wis. Stats. with the Door County Deputy Sheriffs Association, as Bargaining Reasons Require a Closed Session Pursuant to § 19.85(l)(e) Wis. Stats.

Motion by Gunnlaugsson, seconded by Schultz to convene in closed session.

Motion carried on a roll call vote, with all members present voting 'yes'. Time: 10:45 a.m.

Reconvene in open session

Motion by Schultz, seconded by Gunnlaugsson to reconvene in open session. Motion carried on a roll call vote with all members present voting 'yes'. Time: 11:13 a.m.

Discussion and decision (if any) regarding deliberations conducted in closed session

No action taken.

Meeting Per Diem Code

929.

Adjourn

Motion by Gunnlaugsson, seconded by Schultz to adjourn. Time: 11:15 a.m. Motion carried.

Respectfully submitted by Barbara Pavlik, Chief Deputy, County Clerk

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

DOOR COUNTY

AND

**DOOR COUNTY EMERGENCY SERVICES EMPLOYEES
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 4982**

JANUARY 1, ~~2016-2019~~ THROUGH DECEMBER 31, ~~2018~~2021

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AGREEMENT

This Agreement, effective January 1, ~~2016~~2019, by and between the County of Door, hereinafter referred to as the Employer, and the Door County Emergency Services Employees (Full-Time EMT Paramedics) through its exclusive collective bargaining representative, the International Association of Fire Fighters, Local 4982, hereinafter referred to as the Union, for the purpose of maintaining harmonious labor relations between the Employer and the employees, and for purposes of promoting the mutual interest of the employees of the Door County Emergency Services and the Board of Supervisors of Door County. It is recognized by this Agreement to be the duty of the Union and its members and the Board of Supervisors to cooperate fully for the advancement of these conditions. This Agreement shall be binding on both parties.

ARTICLE 1 - RECOGNITION

The Employer recognizes the Union as the exclusive collective bargaining representative of Door County Emergency Services Employees (Full-Time EMT Paramedics) for the purposes of collective bargaining or other mutual aid or protection. Employees excluded from representation include the Supervisory, Managerial and Confidential Employees; and general municipal employees. This Section shall not be interpreted as authorizing a "closed shop".

ARTICLE 2 - PROBATIONARY PERIOD

- A. Probation: All newly hired employees shall be considered probationary employees for the first six (6) months of their employment. A probationary employee may be terminated without recourse to the grievance procedure. Probationary and any employee who does not pass the field standards training requirements may be terminated without recourse to the grievance procedure. A probationary employee shall be eligible for all accrued benefits from their original hiring date. Sick leave shall be accumulated in accordance with Article IX - Sick Leave, Section C. Probationary Employees. Probationary employees shall pay ~~fair share dues~~ agency fees consistent with Article 22 below and be entitled to union representation.
- B. Regular Employees: A regular employee is hereby defined as a person hired to fill a regular full time position, but shall be considered a regular employee only after he or she has completed the six (6) month probation period and passed the field standards training requirements.

ARTICLE 3 - UNION BULLETIN BOARD

The Union is hereby granted permission by the Employer to post notices and announcements on the Station Bulletin Board of the Door County Emergency Services premises. Any other material for listing must be approved by the Emergency Services Director. Copies of posted notices will be provided to the Department Head by the Union Steward upon request and at the discretion of the Union.

ARTICLE 4 - GRIEVANCE PROCEDURE

- A. Definition of a Grievance: The parties agree that prompt and just settlement of grievances is of mutual interest and concern. Should a grievance arise, whether in reference to a question of interpretation of the Agreement or to a question relating to safety and/or other matters, the grieving employee shall first bring the complaint to the Steward or Grievance Committee of the Union within thirty (30) days after he or she knew or should of have known of the cause of the complaint. If it is determined, after an investigation by the Union that a grievance does exist, it shall be processed in the manner described below:

1 B. Grievance Procedure Steps:

2
3 Step 1: The steward shall attempt to resolve the matter with the Emergency Services Director. If the
4 grievance is not resolved in this manner, Step 2 shall be followed.

5
6 Step 2: The grievance committee shall attempt to resolve the matter with the Administrative Committee
7 or its successor. Should it not be possible to resolve the matter in the initial meeting with the
8 Administrative Committee, the committee shall reply in writing within fifteen (15) days. If the
9 grievance is not resolved in this manner, Step 3 shall be followed.

10
11 Step 3: The grievance shall be submitted to arbitration by giving notice in writing to the Employer
12 within thirty (30) days after the written reply of the Administrative Committee. Within five (5)
13 days of such notice, the Union shall request the Wisconsin Employment Relations Commission
14 (WERC) to provide an "inside panel" of five (5) staff arbitrators to each party. From the panel
15 provided, the parties will alternatively strike a name until one remains and that person shall be
16 the arbitrator.

17
18 C. Arbitration Hearing: The Arbitrator shall meet with the parties at a mutually agreeable date to review the
19 evidence and hear testimony from both parties. Each party shall pay their own cost of the proceedings.

20
21 D. Arbitration Award: The power of the Arbitrator is limited as follows: His or her function is limited to
22 interpreting and applying the provisions of this Agreement. He or she has no power to add to, subtract
23 from, or modify any of the terms of this Agreement.

24
25 E. Time Limitation: If it is impossible to comply with the time limits specified in the procedure because of
26 work schedules, illness, vacations, etc., these limits may be extended by mutual consent in writing.

27
28 F. Settlement of Grievance: Any grievance shall be considered settled at the completion of any step in the
29 procedure if all parties concerned are mutually satisfied. Dissatisfaction is implied in recourse from one
30 step to the next.

31
32 G. General: Any employee may process his or her grievance as above outlined, but the Union shall have
33 the right to be present and act in support of its position in the matter of the grievance.

34
35 Any employee shall have the right of the presence of a steward when his or her work performance or
36 conduct of other matters affecting his or her status as an employee are subject of a discussion for the
37 record.

38
39 The Union shall determine the composition of the Grievance Committee of the Union.

40
41 **ARTICLE 5 - CONDUCT OF BUSINESS**

42
43 A. Conduct of Business: The Union agrees not to conduct its business on Department time except as in such
44 instances as permission is received from the Emergency Services Director. This Article shall not operate
45 so to prevent a Steward or Union Officer from participating in any grievances in accordance with the
46 proceedings outlined in this Agreement, nor to prevent certain routine business such as the posting of
47 Union notices and bulletins. The Union shall provide the Department Head with the names of its officers,
48 stewards, and members of the negotiating committee each time there is a change.

49
50 B. Presentation of Grievances: The Employer hereby agrees that time spent in the presentation of grievances
51 and negotiations shall not be deducted from the pay of delegated employee representatives of the Union.

- 1 C. Contacts By Business Agent: Business agents / representatives of the Union, having business with
 2 individual officers or individual members of the Union, may confer with such officers or individual
 3 members of the Union during working hours for a reasonable time provided that permission is first
 4 obtained from the Emergency Services Director. No overtime pay or call-in time shall be allowed for said
 5 meetings. In cases of emergencies, the Emergency Services Director may rescind or terminate said
 6 meeting permission.

7
 8 **ARTICLE 6 - SENIORITY**
 9

- 10 A. Definition of Seniority: It shall be the policy of the department to recognize the seniority principle. On
 11 any particular question or decision, when all other factors involved are equal, seniority will be recognized.
 12 Seniority time shall consist of total calendar time elapsed since the date of original employment with the
 13 Employer provided however, that no time prior to a discharge for cause or a quit shall be included, and
 14 provided, that seniority shall not be diminished by temporary layoffs or leaves of absence or contingencies
 15 beyond the control of the parties to this Agreement.

16
 17 No seniority will accrue while an employee is on leave of absence including time spent in any elected
 18 position within or without county government. This provision will not apply to persons on medical leave
 19 of absence, disability leave, maternity leave, or family leave.
 20

- 21 B. Layoff: In the event of a layoff, employees shall be laid off in inverse order according to their length of
 22 service and whenever so laid off, shall possess reemployment rights as hereinafter defined. For purposes
 23 of clarification, if a reduction of employee personnel is made, the last person hired shall be the first person
 24 laid off and the last person laid off shall be the first person recalled. Employees shall receive a minimum
 25 notice of one (1) week's time prior to the lay off.
 26
- 27 C. Recall: Upon recall the employee shall notify the County within one (1) week of his or her intentions and
 28 shall report for work at the end of one (1) week after receiving notice of recall unless illness or other
 29 justifiable circumstances prevent him/her from doing so. The employee shall be considered notified when
 30 such notice is delivered to the last known address of the employee by personal delivery or certified mail.
 31 Recall period is limited to two (2) years.
 32
- 33 D. Employees on Layoff: If the County decides to employ additional employees, either in vacancies or in
 34 new positions subject to the provisions of this Agreement, former employees who have been laid off may
 35 be reemployed in such vacancies, provided that such employees have the necessary qualifications under
 36 the particular job classification.
 37
- 38 E. Job Posting: Whenever any vacancy occurs due to retirement, quit, new position, or for whatever reasons,
 39 the job vacancy shall be posted. The vacancy shall be posted on the Station bulletin board for a minimum
 40 of six (6) working days. The job requirements, qualifications, and wage rates shall be a part of the
 41 posting, and sufficient space shall be provided for interested parties to sign said posting.
 42
- 43 F. Trial Period: All else being equal, the applicant with the longest service record shall be given the first
 44 opportunity to qualify for the vacancy. Said applicant shall demonstrate his or her ability to perform the
 45 job during a training period of ninety (90) days, and if he or she is deemed qualified by the Employer, he
 46 or she shall be permanently assigned to fill the vacancy. Should such employees not qualify or should he
 47 or she desire to return to his or her former position, he or she shall be reassigned to his or her former
 48 position without loss of seniority.
 49
- 50 G. Qualification Disputes: If there is any dispute or difference of opinion as to the qualifications of an
 51 employee, the Union Committee may take the matter up for adjustment through the grievance procedure.
 52

H. Loss of Seniority: Seniority shall be lost if an employee:

1. Is discharged for just cause;
2. Retires or voluntarily quits;
3. Is absent without notice for three (3) consecutive work days;
4. Upon recall, fails to notify the County within one (1) week of his or her intentions or fails to report for work at the end of one (1) week following receipt of notice of recall unless illness or other justifiable circumstances prevent him or her from doing so; or
5. Fails to return to work from a leave of absence within seven (7) days of expiration of said leave, unless physically unable to return to work.

ARTICLE 7 - VACATIONS

A. Vacation Schedule: All regular employees shall be entitled to paid vacation based on continuous years of service. Such ~~employees be~~ shall accrue and ~~have~~ be available for use per bi-weekly pay period (presume 26 bi-weekly pay periods per calendar year) vacation as follows set forth below.

Regular Employees Hired Prior to January 1, 2019:

Year 1-7... 8 days (192 hours) per year

Year 8-15... 12 days (288 hours) per year

Year 16-24... 16 days (384 hours) per year

Year 25+... 20 days (480 hours) per year

~~Two thirds (2/3) of one day (sixteen [16] hours) per month upon commencement of employment, eight (8) days (one hundred ninety two [192] hours) per year, except that no vacation may be taken during the first six (6) months of employment.~~

~~One (1) day (twenty four [24] hours) per month after seven (7) years of continuous service, twelve (12) days (two hundred eighty eight [288] hours) per year.~~

~~One and one third (1 1/3) days (thirty two [32] hours) per month after fifteen (15) years of continuous service, sixteen (16) days (three hundred eighty four [384] hours) per year.~~

~~One and two thirds (1 2/3) days (forty [40] hours) per month after twenty four (24) years of continuous service, twenty (20) days (four hundred eighty [480] hours) per year.~~

Regular Employees Hired on or after January 1, 2019:

Year 1-3... 48 hours per year

Year 4-6... 96 hours per year

Year 7-11... 192 hours per year

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1 Year 12-15... 288 hours per year

2
3 Year 16-21... 384 hours per year

4
5 Year 22+... 480 hours per year

6
7 B. Continuous Service: Service shall include all of the time, which an employee has in continuous
8 employment status in any position within County employment. Any absence, including layoff of more
9 than thirty (30) calendar days in a year, shall not be considered continuous service. Military leave or leave
10 due to sickness or injury arising out of County employment shall be counted as continuous service.

11
12 C. Limit on Accumulation: On and after January 1, 1999 no employee will be eligible to accrue additional
13 vacation while the employee's accumulated vacation bank consists of one and one-half (1 1/2) times the
14 employee's annualized vacation accrual.

15
16 D. Earned Vacation: For computation of the months of employment, an employee hired prior to or on the
17 fifteenth (15th) of the month shall be considered employed as of the first (1st) day of that month. An
18 employee hired after the fifteenth (15th) day of the month shall be considered employed as of the first
19 (1st) of the following month.

20
21 Vacation accrued in one month will become available for use as of the beginning of the following month.
22 Vacation which is accrued in the month in which the employee completes the service is necessary for a
23 vacation accrual rate increase, will be accrued at the increased rate.

24
25 E. Holidays: A holiday falling within an employee's vacation period shall be paid as normal holiday pay.

26
27 F. Seniority: Vacations submitted to the Emergency Services Director by March-January 1st shall be granted
28 by seniority, whereas vacation submitted after March-January 1st shall be granted on a first come first
29 serve basis. Vacation may be granted at any time of the year (except the limitation periods enumerated
30 below) at the employee's request. Up to three (3) persons per shift (one (1) person from the North Station
31 and two (2) persons from the Central Station) may take vacation at a time. Employees will be allowed to
32 take vacation in increments of one (1) hour at a time if requested seven (7) days in advance.

33
34 Employer may limit the timing of paid time off during July 4th (if the holiday falls on a
35 Monday or Friday, then the limitation period would be Friday-Monday inclusive), Door
36 County Triathlon, and Pumpkin Patch Festival (Egg Harbor). Employer will notify
37 employees of these limitation periods as described above by December 15th of the preceding year.

38
39 G. Death of Employee: Vacation compensation due an employee who may die shall be paid to his or her
40 beneficiaries ~~at hourly rate C in Appendix A~~. This shall not apply to any employee during the employee's
41 probationary period.

42
43 **ARTICLE 8 - HOLIDAYS**

44
45 All Employees shall be granted the following paid holidays each year:

- | | | |
|----|------------------|-------------------------------|
| 46 | | |
| 47 | New Year's Day | Friday after Thanksgiving Day |
| 48 | <u>Easter</u> | Christmas Eve Day |
| 49 | Memorial Day | Christmas Day |
| 50 | Independence Day | |
| 51 | Labor Day | |
| 52 | Thanksgiving Day | |

1
2 Employees who work on a holiday shall be paid at their regular or overtime rate of pay, whichever is
3 applicable, in addition to their holiday pay.

4
5 ~~If an employee works on Easter Sunday, the employee shall be paid at the rate of time and one half (1 1/2),~~
6 ~~Rate D in Appendix A.~~

7
8 In addition to the regular holidays, all regular employees shall be granted three (3) floating holidays. Said
9 floating holidays may be used as the employee requests provided seven (7) days notice is given to the
10 Emergency Services Director prior to its use.

11
12 Employees shall be paid holiday pay (regular or floating) at ~~Rate C in Appendix A~~ their regular rate of pay.

13 14 **ARTICLE 9 - SICK LEAVE**

- 15
16 A. Accumulation: All regular full time and probationary employees shall earn sick leave. Sick leave shall
17 accrue at the rate of .461 day per bi-weekly pay period (one (1) day for each calendar month of service,
18 presume 26 bi-weekly pay periods per calendar year). Unused sick leave shall accumulate per bi-weekly
19 pay period ~~from month to month~~ in the employee's sick leave account.
- 20
21 B. Non-Accumulation: Sick leave shall not accrue during any period of absence without pay or during any
22 month taken off on sick leave.
- 23
24 C. Sick Leave Use: Each employee who has earned sick leave credits shall be eligible for sick leave for any
25 period of absence from employment which is due to illness, bodily injury (except where the injury or
26 illness is compensable under the Worker's Compensation Law) or exposure to a contagious disease.
- 27
28 D. Emergency Care of Family Members: Employees may use accrued sick leave for temporary emergency
29 care ~~of~~ ill or injured members of the immediate family, as herein defined, for a period of time not to
30 exceed five (5) work days for any one illness or injury. The use of said sick leave may be extended if
31 unusual circumstances dictate and prior approval is obtained from the Department Head. Immediate
32 family shall be defined as children of the employee, parents of the employee, or spouse or other persons in
33 the employee's care and residing in the employee's household.
- 34
35 E. Medical & Dental Appointments: Employees may use accrued sick leave for personal and for children of
36 the employee or spouse or other persons in the employee's care and residing in the employee's household,
37 medical or dental appointments which cannot be scheduled at times other than work hours. To qualify for
38 such non-emergent use the employee shall give the Department Head three (3) workdays advance notice
39 of such appointment, ~~except in the case of an emergency~~. Use of sick leave for this purpose is limited to
40 four (4) hours per incident, except in cases of emergency, or outside of the County.
- 41
42 F. Death of Immediate Family Member(s): Where death occurs in the immediate family of an employee,
43 accrued sick leave may be used. Immediate family is defined as and limited to:
44
45 The parents, stepparents, grandparents, foster parents, children, stepchildren, grandchildren, foster
46 children, brothers (and their spouses), and sisters (and their spouses) of the employee or spouse; the
47 spouse; aunts and uncles of the employee or spouse; son-in-law or daughter-in-law of the employee or
48 spouse; or other relatives of the employee or spouse residing in the household of the employee.
- 49
50 Use of accrued sick leave for death in the immediate family is limited to three (3) workdays, however,
51 extension may be granted by the Department Head if mitigating circumstances warrant such extension.
52

1 G. Death of Extended Family Member(s): Employees may use one (1) day of accrued sick leave to attend the
2 funeral of nieces, nephews, or cousins of the employee or spouse.

3
4 H. Medical Certificate: In the event that the Employer has reason to believe that an employee is abusing sick
5 leave privileges or may not be physically fit to return to work, the Employer may require a medical
6 certificate or other appropriate verification for absence covered by this Article. If the medical certificate
7 verifies that the employee was not abusing sick leave or is physically fit for work, the Employer shall pay
8 the cost of the medical certificate. Abuse of sick leave shall subject the employee to disciplinary action.
9 On the Employer's request for such certification or verification, the doctor shall be so designated by the
10 County.

11
12 The Department Head may require a medical certificate to justify the granting of sick leave in excess of
13 three (3) days duration.

14
15 I. Notice of Sick Leave: Employees shall notify the Department Head or immediate supervisor of his/her
16 intent to make emergent use of sick leave at least one (1) hour, and non-emergent use of sick leave at least
17 three (3) workdays, prior to the normal starting time for the work day to be eligible for sick leave use.

18
19 J. Approved Leave: Previously accumulated sick leave shall not be terminated by approved leave.

20
21 K. Active Employment: Sick leave benefits cannot be exercised at any time the employee is not in the active
22 employment of the County.

23
24 L. Layoff: When an employee in regular status is laid off, any unused accumulated sick leave allowance
25 shall be restored, provided he or she is re-employed by any agency of the County within one (1) year.

26
27 M. Payout:

28
29 Upon leaving County employment, all hours of accrued unused sick leave shall be converted to cash at
30 fifty percent (50%) for Employees hired on or after January 1, 2019 or fifty-five percent (55%) for
31 Employees hired before January 1, 2019 at their regular rate of pay then in effect, of the hourly Rate C in
32 Appendix A, then in effect, provided the employee has completed twenty (20) years of service to the
33 County. Payment shall be made at the next regular pay period following such date of leaving, (and shall
34 be paid on the recorded information filed with the County Clerk).

35
36 Upon retirement from County employment, all hours of accrued/accumulated unused sick leave shall
37 be converted to cash at fifty percent (50%) for Employees hired on or after January 1, 2019 or fifty-
38 five percent (55%) for Employees hired before January 1, 2019 at their regular rate of pay then in
39 effect, provided the Employee has completed fifteen (15) years of continuous service. The Employee
40 shall have the option of converting the sick leave into cash, or to purchase hospitalization and medical
41 insurance at the premium rates offered to the other county employees. The cash payment option shall
42 be made at the next regular pay period following such date of retirement, and shall be paid on the
43 recorded information filed with the County Clerk, unless the Employee requests to take the insurance
44 option provided in this section.

45
46 ~~M-N.~~ Termination: Except as otherwise provided in this Article all unused accumulated sick leave shall be
47 canceled upon termination of employment.

48
49 ~~N-O.~~ Work Suspension: For any day on which work is suspended, while an employee is on sick leave, such day
50 shall be construed as a day of sick leave.

51
52 **ARTICLE 10 - INDEMNIFICATION**

1
2 The Employer shall authorize competent legal counsel to defend actions of any type or nature brought against
3 any employee covered by this Agreement for any act or act(s) of omission alleged to have occurred while in the
4 course of his or her employment and while within the scope of employment or out of any alleged breach of his
5 or her duty as an employee, provided that the employment of such legal counsel is authorized by the Employer's
6 Insurance Carrier when it is necessary to obtain such Insurance Carrier authorization so as not to jeopardize any
7 Employer Insurance Coverage.
8

9 In the event that the Employer refuses to authorize the employment of legal counsel as provided for above, it
10 shall indemnify the employee for all expenses incurred by the employee for the appointment of such counsel.
11

12 ARTICLE 11 - LEAVE OF ABSENCE

13 14 A. Extended Illness and Disability Leave:

15
16
17 ~~1. Availability: Accessible only after an employee exhausts all FMLA leave and all accrued paid time off.~~

18
19 ~~2.~~ Length of Leave: Employees with prolonged illness or disability due to injury, shall be granted
20 an unpaid leave of absence for up to thirty (30) calendar days.

21
22 The employee may request an extension of such leave not to exceed thirty (30) additional days.

23
24 ~~2-3.~~ Notice of Leave: An employee electing such leave shall forward such request to the
25 ~~Administrative Committee~~ Emergency Services Director and Human Resources Director in writing.
26

27
28 ~~3-4.~~ Medical Certificates: At the outset, the employee shall be required to furnish the County with a
29 physician's statement estimating how long the illness or disability due to injury will continue. The
30 ~~Administrative Committee~~ Human Resources Director may require the employee to be examined by a
31 physician designated by the ~~Committee~~ Human Resources Director and in such instance the County
32 shall pay the cost of such examination.

33 B. Health Insurance: An employee on an unpaid leave of absence in excess of one (1) calendar month shall, if
34 he or she so desires, be permitted to continue group hospital insurance coverage while on the unpaid leave
35 of absence. The cost of his or her own and the County's share or such contribution for such continued
36 coverage shall be paid by the employee to the County Treasurer's office. The County Treasurer shall in
37 turn pay the premium to the insurance carrier(s).
38

39 C. Maternity Leave: Employees who become pregnant shall, provided all FMLA paperwork has been
40 completed and submitted to the Human Resources Department, be granted a maternity leave of absence
41 during the period between the date the employee's doctor certifies that the employee is medically
42 incapable of performing her normal duties and date the employee's doctor certifies that she is medically
43 capable of renewing normal working duties. Employees may be entitled to the use of accumulated sick
44 leave benefits during such maternity leave only on the actual working days missed. In order to be eligible
45 for such maternity leave, the employee shall notify her department head at least three (3) months prior to
46 her expected date of delivery of her wish to take a maternity leave of absence. Short-term pregnancies
47 shall be exempt from the notice requirements of this paragraph.
48

49 D. Military Leave: Employees shall be entitled to military leave as now, or hereafter authorized by law to
50 participate in National Guard or other military training. While on such leave, an employee may receive
51 the difference between his or her regular pay and his or her military pay for a period of not more than
52 fifteen (15) days. For any military leave of fifteen days or less, no employee shall lose accrued seniority,

1 sick leave or vacation benefits.

2
3 Leaves of absence without pay shall be granted for military service in time of war, national or state
4 emergency, as proclaimed by the proper authorities, with reinstatement at the expiration of such leave.

- 5
6 E. Other Leaves: Employees may be granted (non-FMLA) leaves of absence without pay at the sole-mutual
7 discretion and agreement of the Administrative Committee of the Door County Board of
8 Supervisors, Emergency Services Director and Human Resources Director.

9
10 An employee with at least six (6) months of continuous service who finds it necessary to temporarily leave
11 the active employment of the County shall submit a written request for an unpaid leave of absence (for up
12 to 30-days) to the Administrative Committee, Emergency Services Director with a copy to the Human
13 Resources Director not less than two (2) weeks prior to the commencement of such leave. The request
14 shall state the duration of the absence, the purpose of the leave and an address at which contact information
15 where the employee can be reached during the leave. A written response will be provided to the employee,
16 within ten (10) days of receipt of the written request, indicating approval or disapproval, and any
17 conditions of the leave of absence.

- 18
19 F. Return from Leave: Upon return from leave of absence, the employee will be assigned to his or her former
20 position.

- 21
22 G. Sick Leave and Vacation Benefits: No sick leave or vacation benefits will accrue during any unpaid leave
23 of absence with the exception of military leave.

24
25 **ARTICLE 12 - TERMINATION**

26
27 Any employee leaving the department except for legitimate reasons, such as sickness, vacation, or granted
28 personal leave, shall be considered a terminated employee. The employer will notify the Union Steward in
29 writing when a bargaining unit employee terminates County employment and the reason for termination.

30
31 The Employer shall pay a terminated employee all of the monies due the employee on the next regular pay day
32 following his or her termination; such pay shall include all unused earned vacation and earned holiday pay at
33 Rate C in APPENDIX A, the employee's regular rate of pay. Any employee intending to terminate his or her
34 employment with the County must give at least two (2) weeks written notice of that intention to the Department
35 Head.

36
37 **ARTICLE 13 - SEVERABILITY**

38
39 The provisions of this Agreement are deemed to be severable to the extent that if and when a court or
40 governmental agency of competent jurisdiction adjudges any provision of the Agreement to be in conflict with
41 any law, rule or regulation issued thereunder, such decision shall not affect the validity of the remaining portion
42 of this Agreement, such remaining provision shall continue in full force and effect. It is further provided that in
43 the event any provision or provisions are so declared to be conflicting with such law, rule or regulation, both
44 parties shall meet within thirty (30) days for the purpose of renegotiating the provision or provisions so
45 invalidated.

46
47 **ARTICLE 14 - STRIKES AND LOCKOUTS**

48
49 The Union agrees for itself and its members that there shall be no picketing, strikes, sympathetic strikes or sit-
50 downs for any reason whatsoever or any other work interruption or interference with the affairs of the Door
51 County Emergency Services and the County agrees that there shall be no lockout during the life of this
52 Agreement, it being the mutual desire of the parties to provide for uninterrupted and continuous service.

1
2 **ARTICLE 15 - WORKERS COMPENSATION**

3
4 ~~The Employer provides that any regular full time employee who is injured on the job and entitled to Workers~~
5 ~~Compensation benefits, shall receive his or her normal weekly pay based on a normal work week provided that,~~
6 ~~in return for the receipt of such pay, he or she endorses over to the County his or her benefit checks. It is~~
7 ~~mutually agreed that this provision applies only to those employees who are injured in the course of their~~
8 ~~employment of the County and who, as a result of such injury, are disabled from work for a period of at least~~
9 ~~thirty (30) days. The Employer shall commence paying to the injured employee his or her normal weekly pay~~
10 ~~on the first (1st) day of the employee's disability. The liability for full payment of wages by the Employer~~
11 ~~under this provision is limited to six (6) months.~~

12
13 The Worker's Compensation Act (WCA), codified at Ch. 102, Wis. Stats. controls. When the
14 conditions of liability are met and compensable injury has occurred, the WCA provides benefits for
15 the injured Employee.

16
17 There is a three-day waiting period for all disabilities lasting seven days or less (See: § 102.43, Wis.
18 Stats. and § 80.02, Wis. Adm. Code). If the Employee is unable to work during this or any other
19 waiting period, the Employee is required to utilize her/his accrued paid leave until and unless WCA
20 coverage and benefits commence.

21
22 Employer agrees to supplement temporary partial disability ("TPD") or temporary total disability
23 ("TTD") benefits for an Employee by bringing them up to an agreed level (i.e., Employee's normal
24 weekly pay). The prescribed conditions of eligibility for this supplementation are:

- 25
26
 - Employee has been eligible for and received temporary partial disability ("TPD") or temporary
 - 27 total disability ("TTD") benefits under the WCA for a period of at least thirty (30) consecutive
 - 28 days;
 - 29
 - Employee remains eligible for and is receiving TPD or TTD benefits under the WCA;
 - 30 Employee, as applicable, assigns or turns over her/his TTD or TPD benefits under the WCA to
 - 31 the Employer;
 - 32 Employee acknowledges and agrees that this supplementation is not worker's compensation;
 - 33 Employee must elect, in writing, to receive this supplementation; and
 - 34 Employee's eligibility for this supplementation, and Employer's duty to supplement, is limited
 - 35 to no more than six (6) months.

36
37 Expressly subject to each of the foregoing conditions, Employee may elect to receive her/his normal
38 weekly pay, relating back no more than thirty (30) days from the date of the election.

39
40 **ARTICLE 16 - CALL-IN, OVERTIME, AND TRAINING TIME**

41
42 A. Call-in Premium Pay: ~~If an employee is called in outside their normal schedule for employer approved~~
43 ~~ambulance/ paramedic response or to provide coverage at the station, the employee shall be paid one and~~
44 ~~one-half (1 1/2) times Rate B in APPENDIX A their regular or overtime rate of pay, whichever is~~
45 ~~applicable.~~

46
47 ~~Employees shall be paid one and one half (1 1/2) times Rate B in APPENDIX A if while on unscheduled~~
48 ~~overtime, the employee is dispatched to an ambulance/paramedic response, providing that the unscheduled~~
49 ~~overtime is for less than twelve (12) hours. The paragraph does not apply to overtime resulting from an~~
50 ~~employee taking vacation.~~

1
2 Minimum Call-in Time: There shall be a minimum of ~~two and one half (2-1/2)~~ three (3) hours for all call-
3 in time, except if the call-in is the result of an employee taking vacation in increments of less than one (1)
4 day.

5
6 B. Overtime: ~~Employees shall be paid one and one-half (1-1/2) times their regular rate of pay for all hours
7 worked over forty (40) in a workweek. Paid time off taken by an Employee counts as hours worked
8 toward the calculation of the overtime requirement. Employees shall be paid one and one half (1-1/2)
9 times Rate C in APPENDIX A for all hours outside of their normal schedule in ARTICLE 17 –
10 (unscheduled overtime). Employees shall be paid one and one half (1-1/2) times Rate D in APPENDIX A
11 for all hours within their normal schedule ARTICLE 17 in excess of forty (40) hours per week (scheduled
12 overtime). When totaling schedule time to calculate how much time qualifies as overtime, all paid leave
13 as identified in this contract shall be considered as time served under the schedule.~~

14
15 C. Training Time: Time spent in actual training, (e.g., course, meeting, program or session) that is required,
16 or that is voluntary and approved by the employer, constitutes compensable hours of work. Training time
17 shall be paid at the employee's regular or overtime rate of pay, whichever is applicable.

18
19 ~~Time spent outside the employee's regular working hours and in actual training shall be paid at time and
20 one half (1-1/2) Rate C in Appendix A. Time spent outside the employee's regular working hours and
21 voluntary and approved training shall be paid at Rate D in Appendix A.~~

22
23 Home to work travel does not count as hours worked and is not compensable. Time spent traveling from
24 the work place to the training site is compensable. Time spent traveling ~~for from~~ the work place to the
25 training site shall be paid at ~~time and one half (1-1/2) Rate C in Appendix A. Time spent traveling from the~~
26 ~~workplace to the training site for voluntary and approved training shall be paid at Rate D in Appendix A~~
27 ~~the employee's regular or overtime rate of pay, whichever is applicable.~~

28 29 ARTICLE 17 - WORKDAY & WORKWEEK

30
31 The normal schedule for personnel shall be as follows:

32
33 one (1) day on, one (1) day off,
34 one (1) day on, one (1) day off,
35 one (1) day on, four (4) days off.

36
37 If approved by the Emergency Services Director, an alternate schedule:

38
39 Two (2) days on, four (4) days off.

40
41 The schedule ~~(whether 'normal' or the 'alternate')~~ must shall be fixed on an annual basis.

42
43 ~~It is understood that the alternate schedule will not be available to the Central Station unless and until a
44 new Central Station is constructed.~~

45
46 The regularly established workday shall start at 7:00 a.m. and this starting time shall be recognized as the
47 beginning of a twenty-four (24) hour day.

48 49 ARTICLE 18 - WISCONSIN RETIREMENT SYSTEM [WRS]

50
51 A. WRS Contributions [~~See- §§ 40.05 &~~ 111.70(4)(mc)5, Wis. Stats.]:

- 1 1. ~~Employees will pay the required employee's contribution. For an Employee who is initially~~
 2 ~~employed as a public safety employee by the Employer on or after July 1, 2011:~~
 3
 4 a) ~~Employee will pay the same contribution as general municipal employee's required~~
 5 ~~contributions; and~~
 6 b) ~~Employer will pay the employer's required contributions.~~
 7
 8 2. ~~County will pay the required employer's contribution. For an Employee who is initially~~
 9 ~~employed as a public safety employee by Employer before July 1, 2011, the Employee will pay~~
 10 ~~as follows:~~
 11 a) ~~Effective July 1, 2016, the Employee's required contribution is five and one half percent~~
 12 ~~(5.5%);~~
 13 b) ~~Effective January 1, 2017, the Employee's required contribution is the lesser of six percent~~
 14 ~~(6%) or the WRS required employee contribution.~~
 15 c) ~~Employer will pay the employer's required contributions and any remaining share of the~~
 16 ~~employee's required contributions.~~

17 ARTICLE 19 – INSURANCE

18 A. Health Insurance

19
 20
 21
 22 Employer may: 1) establish, and implement changes to, the design of health care coverage plans; 2)
 23 select, and change, health care coverage plans; and 3) except for premium contributions, establish and
 24 change all costs associated with health care coverage plans within the meaning of and as permitted by
 25 § 111.70(4)(mc)6, Wis. Stats. The parties acknowledge ongoing litigation regarding the meaning of
 26 plan design and agree to abide by the decisions of courts of competent jurisdiction in this regard.

27 B. Health Care Coverage Plan Premium Contributions s and Health Risk Assessment (“HRA”)

28
 29 Employees will, effective January 1, 2019, pay 15% of the total premium of any health care coverage
 30 plan.

31
 32
 33 As an incentive for employee's and employee's spouse's participation in the Health Risk Assessment
 34 and Physical Examination Program (See: “I” below), a reduction in employee premium contribution
 35 to 12.8% can be achieved in 2019 and 2020,
 36 2016 & 2017

- 37
 38 → ~~Employee's required health coverage plan premium contribution is 15%, and Employer will~~
 39 ~~pay 85% of the health coverage plan premium.~~
 40 → ~~If employee participates in HRA, then employee's required health coverage plan premium~~
 41 ~~contribution is 12.8%, and Employer will pay 87.2% of the health coverage plan premium.~~
 42 → ~~Participation in HRA is optional for employee's spouse.~~

43
 44
 45 2018

- 46
 47 → ~~Employee must participate in and achieve the minimum score on their HRA to achieve~~
 48 ~~reduction of health coverage plan premium contribution from 15% to 12.8%.~~
 49 → ~~The minimum score is to be tied to an objective ... yet to be identified and mutually agreed ...~~
 50 ~~standard.~~

1 → Participation in HRA remains optional for employee's spouse.

2
3 ~~Employees may participate in HRA during working time if HRA is available. Otherwise,~~
4 ~~participation in HRA is not compensable working time.~~

5
6 ~~Employer is responsible for HRA costs or fees.~~

7
8 C. Summary of Benefits And Coverage ("SBC")

- 9
10 1. An SBC is attached hereto for informational purposes only.
11 2. This SBC is based on the Employer's 2019~~6~~ health care coverage plan design and selection.

12
13 D. Dental Coverage

- 14
15 1. Effective January 1, 1995, the dental insurance plan was amended to increase the lifetime
16 maximum payment under Class III (orthodontia) to one thousand two hundred dollars (\$1,200).
17 2. Employer is responsible for payment of the single plan premium and family plan premium.

18
19 E. Injury or Illness:

20
21 Any employee off work because of injury or illness up to one (1) year shall continue to have group
22 insurance coverage with the County contributing or paying the same premium amounts as set forth in
23 Paragraph B above. Such continuation of coverage is dependent upon the employee contributing his or her
24 share of the premium.

25
26 F. State Life Insurance Plan:

27
28 The Employer agrees to offer employees enrollment in the Group Life Insurance Plan for State and Local
29 Government Employees administered by the Wisconsin Department of Employee Trusts, "Basic" and
30 "Additional" plans. The Employee shall also be entitled to purchase spouse and dependent coverage.

31
32 G. Retirees:

33
34 Upon retirement, with eligibility for benefits under the Wisconsin Retirement Service, employees shall be
35 eligible for continued coverage under the Employer's family or single health insurance plan as long as the
36 employee submits payment of the full monthly premium to the County Treasurer's Office on or before the
37 last day of the month preceding the month of coverage.

38
39 H. Section 125 Flexible Spending Account (FSA):

40
41 Employer shall offer an FSA to employees. This is a form of cafeteria plan benefit, funded by salary
42 reduction, which reimburses employees for expenses incurred for certain qualified benefits.

43
44 The FSA is offered for dependent care assistance and medical care reimbursements. These benefits are
45 subject to: an annual maximum, an annual "use-it-or-lose-it" rule, and a grace period, all consistent
46 with the Internal Revenue Code.

47
48 Employer will cover the costs of administering the FSA.

49
50 I. Health Risk Assessment (HRA) and Physical Examination Program

51
52 This program is in effect for 2019 only. Participation is voluntary.

1
2 HRA's may be offered and completed on work time without reduction in pay or benefits. No additional
3 pay or benefits shall be offered to those who complete their HRA outside of work time. HRA's must be
4 completed on or before December 1, 2018.

5
6 Physical examinations must have taken place between December 1, 2017 and December 1, 2018.

7
8 If an employee and the employee's spouse timely complete both an HRA and physical examination,
9 then employee will be eligible for a premium contribution reduction as provided in "B" above.

10
11 Employer will contribute the sum of \$150 to employee's FSA if the employee, and \$300 to the
12 employee's FSA if both the employee and employee's spouse, timely complete both an HRA and
13 physical examination. Employer will cover the cost of administering the FSA.

14
15 J. Go365

16
17 In 2021, a reduction in the employee's required (15%) premium contribution may be achieved through
18 participation (from December 1, 2019 - November 30, 2020) in the Go365 Wellness and Rewards
19 Program.

20
21 I. Health Risk Assessment Program (HRA)

22 The HRA will have the following attributes:

23 → Participation shall be voluntary.

24 → HRA's will be offered during normal working hours and may be completed on work time without
25 reduction in pay or benefits.

26 → Employer will contribute the sum of \$150 annually per adult health plan participant to a maximum
27 of two adult plan participants (a maximum of \$300 annually) to the participating employee's FSA
28 provided the employee or the employee and their covered spouse complete an approved HRA.

29 → No additional pay or benefits shall be offered to those who are unavailable on the date(s) the
30 assessment is offered and who complete the assessment at a different time.

31
32 J.K. Supplemental Insurance

33
34 AFLAC supplemental insurance will be made available to employees, at employees' sole cost and
35 expense.

36
37 **ARTICLE 20 - PAYDAY**

38
39 The Employer agrees to establish a bi-weekly payday system. The paycheck shall include information of hours
40 worked and deductions made. Payday shall be every other Friday. If a payday falls on a holiday, the payday
41 shall be the day prior to the holiday. There shall be a one (1) week holdback of wages.

42
43 **ARTICLE 21 - MAINTENANCE OF BENEFITS**

44
45 The Employer agrees to maintain in substantially the same manner such present benefits not specifically
46 referred to in this Agreement. Such benefits are coffee and lunch breaks, time off for approved schooling, and
47 schooling required for maintaining certifications as required by employer, safety equipment supplied, mileage
48 for use of personal cars, lodging and meals out of County on County business, and written approval of outside
49 jobs that do not conflict with duties.

50
51 **ARTICLE 22 - AGENCY FEE OR OTHER PAYMENT TO THE UNION FAIR SHARE**
52 **AGREEMENT**

1
2 Neither an agency fee nor any other payment to the Union may be deducted from an employee's wages,
3 nor may any other attempt be made to collect such a payment, unless the employee affirmatively consents
4 to pay. By agreeing to pay, employees are waiving their First Amendment rights, and such a waiver cannot
5 be presumed. Rather, to be effective, the waiver must be freely given and shown by "clear and
6 compelling" evidence. Unless employees clearly and affirmatively consent before any money is taken
7 from them, this standard cannot be met.

8
9 The parties will comply with the United State Supreme Court's ruling in "Janus v. AFSCME", 138 S.Ct.
10 2448 (June 27, 2018), including the creation and use of a compliant *Voluntary Payroll Deduction*
11 *Authorization* form.

12 A. ~~Fair Share Agreement~~

13
14 ~~1. "Fair share agreement" means an agreement between a municipal employer and labor~~
15 ~~organization that represents public safety employees under which all or any of the public safety~~
16 ~~employees in the collective bargaining unit are required to pay their proportionate share of the cost~~
17 ~~of the collective bargaining process and contract administration measured by the amount of dues~~
18 ~~uniformly required of all members [Sec. 111.70 (1)(f) Wis. Stats.].~~

19
20 ~~2. Once each month the Employer will deduct the amount of monthly dues as certified (in writing) by~~
21 ~~the Union from the earnings of each employee affected by this fair share agreement and pay the~~
22 ~~amount deducted to the Union consistent with Sec. 111.70 (2) Wis. Stats. Employer will also~~
23 ~~transmit, along with the deducted amount, a listing of employees from whom deductions were~~
24 ~~made~~

25
26 ~~3. Changes in the amount of dues to be deducted shall be certified (in writing) by the Union thirty~~
27 ~~(30) days before the effective date of the change.~~

28
29 B. ~~Errors:~~

30
31 ~~If an error is discovered with respect to any deductions under this Article, the Employer shall correct said~~
32 ~~error by appropriate adjustment in the next paycheck of the employee(s) or in the next submission of funds~~
33 ~~to the Union.~~

34
35 C. ~~Hold Harmless:~~

36
37 ~~The defense of such claims, demands, suits, damages, costs, attorneys' fees or other forms of liability shall~~
38 ~~be under the control of the Union and its attorneys, but nothing in this sections shall be interpreted to~~
39 ~~preclude the County from participating in any legal proceeding concerning the application or interpretation~~
40 ~~of this Article through representatives of its own choosing and at its own expense.~~

41
42 **ARTICLE 23 - CLOTHING ALLOWANCE**

43
44 The Employer shall provide all uniform articles at no cost to the employee, including the initial allotment of
45 uniforms for new hires.

46
47 The employees shall turn in worn or unserviceable article(s) to the Emergency Services Director for
48 replacement. All uniform articles purchased by the Employer shall remain the property of the Employer and
49 shall be returned to the Employer upon termination of employment with Door County.

50
51 Uniforms shall be as established by the Emergency Medical Services Committee.

1 The Employer shall provide a two hundred dollar (\$200.00) biennial boot allowance for each employee, which
 2 shall be expended for boot purchases within the biennium. The first biennium shall start January 1, 1995 and
 3 end December 31, 1996.

4
 5 **ARTICLE 24 - DISCIPLINARY PROCEDURE**
 6

7 The following disciplinary procedure is intended as a legitimate management device to inform employees of
 8 work habits, etc. which are not consistent with the aims of the Employer's public function, and thereby to
 9 correct those deficiencies.

10 Any employee may be disciplined, demoted, suspended or discharged for just cause. It is understood that just
 11 cause for immediate discharge includes, but is not limited to being under the influence of intoxicants or
 12 controlled substance on duty, dishonesty, flagrant insubordination or flagrant misconduct. This expression of
 13 specific reasons for discharge shall not preclude discharge for other reasons normally considered just cause.
 14

15
 16 The normal sequence of disciplinary action for offenses shall be:

- 17 1. Letter of Criticism
- 18
- 19 2. Letter of Reprimand
- 20
- 21 3. Suspension
- 22
- 23 4. Termination
- 24

25
 26 A written warning shall be considered effective for not longer than a nine (9) month period.

27
 28 Any discharged employee may appeal such action through the grievance procedure and shall initiate grievance
 29 action by immediate recourse to Step 3, within ten (10) days of notice of discharge.

30
 31 Any suspended employee may appeal such action through the grievance procedure and shall initiate grievance
 32 action by immediate recourse to Step 3.

33
 34 Suspensions shall not be for less than two (2) days, but for serious offenses or repeated violation, suspension
 35 may be more severe. No suspension shall exceed thirty (30) calendar days. Notice of discharge or suspension
 36 shall be in writing and a copy shall be provided the employee and the Union.

37
 38 The Employer and the Union mutually agree that in order to further the efficient operations of the Door County
 39 Emergency Services and to promote the welfare and safety of the employees, negligent abuse of equipment
 40 shall not be tolerated. It is further agreed that the penalties for negligent abuse of equipment committed by an
 41 employee shall be as follows:

- 42 1. First offense: One (1) week suspension without pay;
- 43
- 44 2. Second offense: Two (2) weeks suspension without pay;
- 45
- 46 3. Third offense: Termination from employment.
- 47

48
 49 Grievance procedures previously set forth in this agreement are available to the employees on any question
 50 involving negligent abuse of equipment. It is further agreed that the penalties provided for above apply in
 51 situations of failure to use safety devices.
 52

1 **ARTICLE 25 - LONGEVITY (Applicable only to employees hired before January 1, 2019)**
 2

3 A. **Recognition of Service:** In recognition of continuous years of service by employees, the County has
 4 established a longevity pay plan. Eligibility for longevity pay is based continuous service with the County
 5 in a full time position, and will not be paid unless the employee has thirty-six (36) months of continuous
 6 employment accrued prior to the December 16 cut off date.
 7

8 Longevity checks will be issued on December 9th of each year or the next succeeding payday. A separate
 9 check will be issued for wages and longevity.
 10

11 B. **Eligibility:** Determination of eligibility for longevity pay shall be counted from the date of first hiring of
 12 "Anniversary Date" until termination. If an anniversary date falls on or between the first (1st) and fifteenth
 13 (15th) day of the month, credit shall be given for the full month. If an anniversary date falls between the
 14 sixteenth (16th) and last day of the month, eligibility for longevity pay shall not begin until the following
 15 month.
 16

17 If the separation is on or prior to the fifteenth (15th) of the month, no credit shall be given toward
 18 longevity pay in that month. Separation after the sixteenth (16th) of the month shall be credited as a full
 19 month toward the longevity payment.
 20

21 C. **Leave:** Military leave or County employment related injury or illness leave shall not require the
 22 determination of a new anniversary date for the purposes of longevity pay. Other leave in excess of thirty
 23 (30) days shall require the determination of a new anniversary date.
 24

25 D. **Rate of Longevity Pay:** Longevity shall be paid at the rate of one dollar and fifty cents (\$1.50) per month
 26 for every year of continuous service commencing with the employees anniversary date as previously
 27 stated.
 28

29 E. **Termination:** Termination of employment by the County shall cancel all accrued longevity credits.
 30

31 **ARTICLE 26 - PAYROLL DEDUCTION**
 32

33 A. **Savings Plan:** The Employer agrees to provide, through payroll deduction, for the employees participation
 34 in a savings plan with any designated Institution located within Door County, subject to the following:
 35

36 1. Employee shall pay for the actual cost of administration, not to exceed one dollar (\$1.00) per person
 37 during the term of this contract year.
 38

39 2. A minimum of twenty-five (25) percent of the total bargaining unit's membership shall participate
 40 prior to commencement of payroll deductions.
 41

42 3. Enrollment is for a period of six (6) months, January 1 through June 30, and July 1 through December
 43 31 inclusive, without cancellation during the six-month period.
 44

45 4. Any employee wishing a payroll deduction must give the Human Resources Director at least two (2)
 46 weeks notice in advance of the first (1st) deduction. Thereafter, changes in the amount deducted shall
 47 also require two (2) weeks prior notice.
 48

49 B. **457 Deferred Compensation Plan:** A deferred compensation plan shall be maintained as previously agreed
 50 to by the parties.
 51

52 **ARTICLE 27 - MANAGEMENT RIGHTS**

1
2 The County possesses the sole right to operate County government and all management's rights repose in it.
3 The business and the direction of the County Emergency Services and its working forces is vested exclusively
4 in the County of Door and the Emergency Services Director of Door County and includes, but is not limited to
5 the following:

6
7 To hire, expand, direct and control all operations of the Door County Emergency Services, to direct and
8 supervise the work of the employees of the Door County Emergency Services, to determine by whom
9 work shall be performed and the location where such work shall be performed; to determine to what
10 extent any service shall be added, modified or eliminated; to make and enforce reasonable rules; and to
11 take whatever action may be necessary to carry out the functions of the County in situations of an
12 emergency nature.

13
14 The Employer's exercise of the foregoing functions shall be limited by the other provisions of this Contract. The
15 County has all the rights it has by law except those expressly bargained away in this Agreement.

16 **ARTICLE 28 - WAGES**

17
18 ~~Across the Board Wage ("ATB") Increases as follows:~~

19
20
21 ~~2016~~

22
23 ~~→ Effective January 1, 2016, ATB wage increase of one and one-half percent (1.5%)~~

24 ~~→ Effective July 1, 2016, ATB wage increase of one and one-half percent (1.5%)~~

25
26 ~~2017~~

27
28 ~~→ Effective January 1, 2017, ATB wage increase of one and one-half percent (1.5%)~~

29 ~~→ Effective July 1, 2017, ATB wage increase of one and one-half percent (1.5%)~~

30
31 ~~2018~~

32
33 ~~→ Effective January 1, 2018, ATB wage increase of one and one percent (1.0%)~~

34
35 See: Appendix A "~~20196 – 202148~~ Wage Schedule", attached hereto and incorporated herein as if set forth in
36 full.

37 **ARTICLE 29 - NEGOTIATION PROCEDURES**

38
39 By July 1st of any year in which the agreement expires or any subsequent year, the Union shall give notice of
40 its request for changes in the Agreement or for such other requests as it may offer in the negotiations in writing
41 to the Door County Board.

42 **ARTICLE 30 - SHIFT TRADES**

43
44 Shift trades are provisionally allowed. Employees may have time off if they can arrange for someone to
45 cover their shift by swapping with another employee, subject to the following:

- 46
47
48
49 ▪ The employee initiating a proposed shift trade must notify the Emergency Services Director or
50 her/his designee.

- 1 ▪ Shift trades need to be approved *in advance* by management, i.e., the EMS Director or her/his
- 2 designee. Once approved by management, sans a crisis situation, the shift trade may not be
- 3 cancelled by management.
- 4 ▪ Shift trades do not impose additional costs on the Employer.
- 5 ▪ Shift trades do not result in shifts that are under or over staffed;
- 6 ▪ Shift trades can only occur between people doing the same job. Just having one person replacing
- 7 another person is not good enough; this other person will need to be able to do the job for the
- 8 member they are replacing.
- 9 ▪ All approved shift trades shall be promptly recorded, *in advance*, in the Employer’s scheduling
- 10 system (currently EMS Manager) by the employees involved in the trade.
- 11 ▪ The County is not responsible for enforcing any shift trades between employees.
- 12 ▪ Until the shift trade is approved the employee originally assigned to work the shift is responsible for
- 13 working the shift, and will bear any consequences if the shift is not covered.
- 14 ▪ Once the shift trade is approved the employee who agreed to take the shift is responsible for
- 15 working the shift, and will bear any consequences if the shift is not covered.
- 16 ▪ Notice of any proposed shift trade must be provided to management at least seventy-two (72) hours in
- 17 advance.
- 18 ▪ Shift trades must comport with all applicable state and Federal rules and regulations.

19
20 **ARTICLE 31 - FORMATION OF A JOINT MANAGEMENT & UNION TASK FORCE**

21
22 A Joint Management & Union Task Force will be formed... to meet, discuss issues, and make non-binding

23 recommendations.

- 24
25 This Task Force will examine, among other things, the following:
- 26 ▪ Transition from the current traditional sick leave (Article 9) and vacation (Article 7) program to a
 - 27 comprehensive paid time off (“PTO”) system;
 - 28 ▪ Implementation of a Post-Employment Health Plan (“PEHP”);
 - 29 ▪ Go365 Program Wellness and Rewards Program;
 - 30 ▪ Health care coverages;
 - 31 ▪ Physical readiness standards and test; and
 - 32 ▪ Any other subject mutually agreed upon by the parties.

33
34 **ARTICLE 32 - DURATION OF CONTRACT**

35
36 This Agreement shall be in effect on January 01, ~~2016~~2019, and shall remain in full force and effect to,

37 and including, December 31, ~~2018~~2021, and shall be automatically renewed from year to year unless

38 negotiations are instituted by giving written notice on or before July 1 of any anniversary thereof.

39
40 All references to "year" in this agreement shall mean calendar year unless stated otherwise.

41
42 Accepted and Agreed this ____, day of _____, 2019.

Door County		Door County Emergency Services Employees International Association of Firefighters Local 4982
--------------------	--	--

David Englebert	Date	Brandon Schopf	Date
Supervisor, District 1		Union Bargaining Team	

Appendix A 2019-2021 Wage Schedule

2019							
	Start 1	2	3	4	5	6	7
Paramedics	17.09	17.52	17.96	18.41	18.87	19.34	19.82

2019

1. Each employee will be provided a minimum 2.0% increase, in the form of a base increase (aging and/or step) and/or supplemented with a bonus.
2. Bonus is calculated off W2 Earnings on the last full pay period in December, 2018.
3. Date of Pay / Step Change:
 - a. Change of pay or moving through the steps shall be changed to take place on the first full pay period in January of each year for all employees.
 - b. New Hires: New employees hired before July 1st they will get increase on next Jan full pay period. Example: Hired March 1st 2020 at step 1 – Employee moves to step 2 first full pay period of 2021. Hired August 1st 2020 at step 1 – Employee moves to step 2 first full pay period of 2022.
 - c. Existing Employees: The Step, Aging or in some cases both would be applied on the first pay period in January. Example:
 - i. 2019 Employee at Step 4 (2019 Anniversary date included)
 - ii. August first full pay roll – back pay is issued
 - iii. Employee aged to new plan Step 5
 - iv. December last full pay period – employee back pay is issued if necessary
 - v. Jan 2020 first full pay period – employee moved to Step 6
4. How to Make Whole:
 - a. County will take the 2019 W2 wages at end of the last pay period in Ceridian. 2% is paid out on those W2 earnings.
 - b. New wage starts on the next pay period as part of the new payroll system called DayForce.
 - c. Bonus is calculated off 2019 W2 Earnings between August and the last full pay period in December.

2020

1. The Wage Schedule will be aged 0.5%.
2. For 2020 – each employee will be provided a minimum 2.0% increase, in the form of a base increase (aging and/or step) and/or supplemented with a bonus.
3. Bonus is calculated off W2 Earnings on the last full pay period in December, 2019.

2021

1. The Wage Schedule will be aged 0.5%.
2. Each employee will be provided a minimum 2.0% increase in the form of a base increase (aging and/or step) and/or supplemented with a bonus.
3. Bonus is calculated off W2 Earnings on the last full pay period in December, 2020.

LETTER OF AGREEMENT

[Overtime]

This Letter of Agreement is entered into this 1st day of January, ~~2016~~2019, by and between Door County (hereafter referred to as “Employer”) and Door County Emergency Services (EMT’s / Paramedics) IAFF, Local 4982 (hereafter referred to as “Bargaining Unit”).

When overtime becomes available due to vacation, posting or sick leave, employees who regularly work full-time hours (including the Director and Deputy Director) shall have priority over employees who do not work regular full-time hours to fill those schedules. Distribution of this overtime shall be based on Article ~~6VI~~, A, but acknowledging department seniority of the Director and Deputy Director for this section only.

In the best interest of timely response to secondary emergency situations, readily available and properly trained personnel who do not regularly work full-time hours may be utilized for call-in. However, employees who regularly work full-time hours shall have priority when equally available.

Accepted and agreed this ___ day of July, 2019.

Bargaining Unit:

Employer:

Michael J. Woodzicka, Field Service Repr., IAFF

Aaron LeClair, EMS Director

Brandon Schopf, Union Bargaining Team

Kelly Hendee, Human Resources Director.

Chris Hecht, Union Bargaining Team

David Englebert, Supervisor, District 1

Ken Pabich, County Administrator

Grant P. Thomas, Corporation Counsel

LETTER OF AGREEMENT

Labor Management Task Force [Health Insurance]

This Letter of Agreement is entered into this 1st day of January, 2016, by and between Door County (hereafter referred to as "Employer") and Door County Emergency Services (EMTs / Paramedics) IAFF, Local 4982 (hereafter referred to as "Bargaining Unit").

The Employer and Bargaining Unit agree to establish a Labor Management Task Force ("Task Force") to address health insurance related concerns. The general parameters of the Task Force are as follows:

- The Bargaining Unit will select up to two (2) representatives as members of the Task Force. The Field Service Representative may participate, and will not be counted as one of the two (2) Bargaining Unit members, on the Task Force.
- The principles of participation and consensus will be paramount as to decision making.
- The Employer, at Employer's sole cost and expense, will retain a consultant in the field of health care to conduct analysis, identify issues, and to guide and facilitate discussion.
- Focus of the Task Force is to: conduct an extensive and ongoing review of health insurance issues; discuss, work through and resolve "real" tasks and issues; enhance collaboration between Employer and Bargaining Unit; and propose solutions to ongoing health insurance problems.
- All parties involved in the Task Force are encouraged to invite representatives from the insurance and health care related industries to advance the discussions.

By inviting participation from both labor and management, and by striving for consensus, the parties seek to establish recommendations that will be better informed and more readily accepted.

The parties' intent is to fully comply with Sec. 111.70(4)(mc)6, Wis. Stats. The Task Force is not tantamount to collective bargaining.

This Task Force's proposals are not binding. Any Task Force proposal that is subject to collective bargaining will be forwarded to the Employer's and Bargaining Unit's respective representatives for discussion and decision.

The term of this Letter of Agreement is three years, commencing January 1, 2016, and expiring December 31, 2018.

This agreement shall expire without establishing a precedent or practice, unless extended upon the mutual written consent of the parties.

Accepted and agreed this ___ day of March, 2016.

Bargaining Unit: _____ Employer: _____

Michael J. Woodziela, Field Service Repr., IAFF _____ Dan Williams, EMS Director

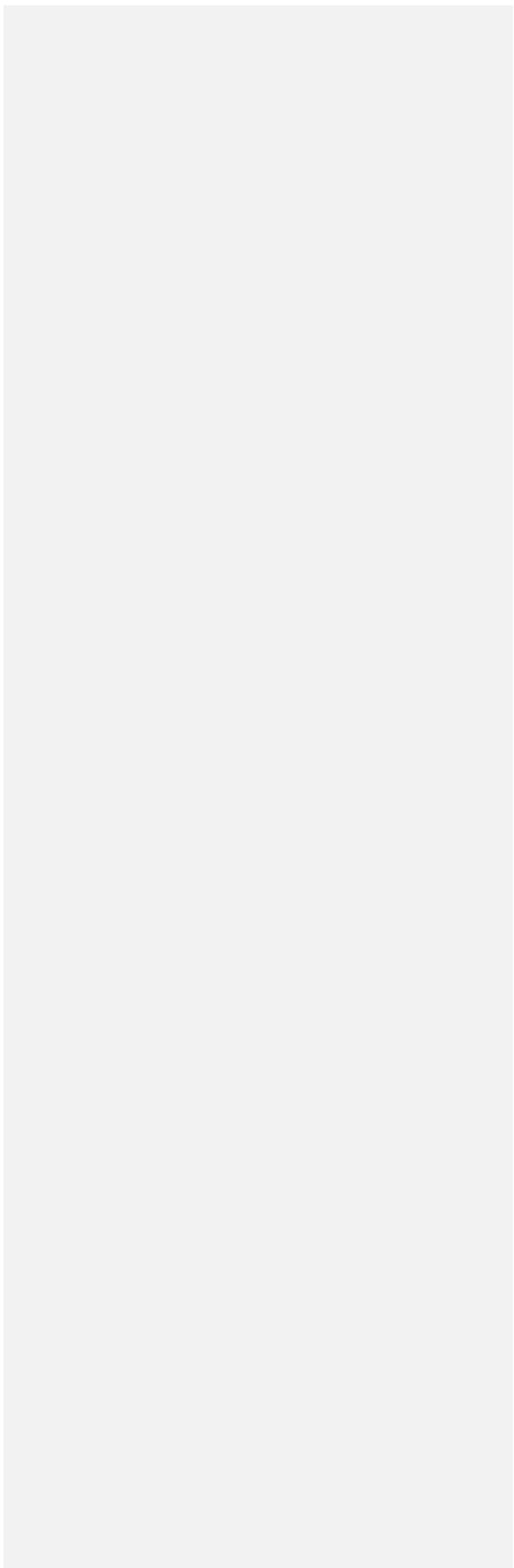
Scott Wieland, Union Bargaining Team _____ Kelly Hendee, Human Resources Director.

Brandon Schopf, Union Bargaining Team _____ Joel Gunnlaugsson, Supervisor, District 21

Amy Jeanquart, Union Bargaining Team _____ Ken Pabich, County Administrator

| _____ Grant P. Thomas, Corporation Counsel

| _____
24
Emergency Services Employees [~~2016-2019~~ - ~~2018-2021~~]



LETTER OF AGREEMENT

Labor—Management Council [Health and Fitness Standards / Assessments]

~~This Letter of Agreement is entered into this 1st day of January, 2016, by and between Door County (hereafter referred to as “Employer”) and Door County Emergency Services IAFF, Local 4982 (hereafter referred to as “Bargaining Unit”).~~

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~~The parties are interested in working cooperatively regarding minimum health and fitness standards, pre placement and periodic assessments, and to identify how such may impact wages, hours, and conditions of employment. Toward that end a Labor—Management Council will be formed to meet, discuss, and make non-binding recommendations regarding such standards and assessments, and their impact.~~

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~~The term of this Letter of Agreement is three years, commencing January 1, 2016, and expiring December 31, 2018.~~

~~This agreement shall expire without establishing a precedent or practice, unless extended upon the mutual written consent of the parties.~~

~~Accepted and agreed this ____ day of March, 2016.~~

~~Bargaining Unit: _____ Employer: _____~~

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~~_____
Michael J. Woodzicka, Field Service Repr., IAFF _____ Dan Williams, EMS Director~~

~~_____
Scott Wieland, Union Bargaining Team _____ Kelly Hendee, Human Resources Director.~~

~~_____
Brandon Schopf, Union Bargaining Team _____ Joel Gunnlaugsson, Supervisor, District 21~~

~~_____
Amy Jeanquart, Union Bargaining Team _____ Ken Pabich, County Administrator~~

~~_____
_____ Grant P. Thomas, Corporation Counsel~~



DOOR COUNTY

Resolution No. 2019-____
APPROVAL OF
2019-2021 COLLECTIVE BARGAINING AGREEMENT
DOOR COUNTY EMERGENCY SERVICES IAFF LOCAL 4982

ROLL CALL			
Board Member			
AUSTAD			
BACON			
BULTMAN			
CHOMEAU			
D. ENGLEBERT			
R. ENGLEBERT			
ENIGL			
FISHER			
GUNNLAUGSSON			
HALSTEAD			
KOCH			
KOHOUT			
LIENAU			
LUNDAHL			
NEINAS			
NORTON			
ROBILLARD			
VIRLEE			
VLIES WOTACHEK			
WAIT			

Draft

BOARD ACTION
 Vote Required: Majority Vote of a Quorum

Motion to Approve Adopted

1st _____ Defeated

2nd _____

Yes: _____ No: _____ Exc: _____

Reviewed by: _____, Corp. Counsel

Reviewed by: _____, Administrator

FISCAL IMPACT: The estimated fiscal impact for 2019 is \$28,333; for 2020 is \$64,458 and for 2021 is \$101,484. Funds have been included in 2019 budget and will be part of the 2020 & 2021 budget process. STW

Certification:
 I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 27th day of August, 2019 by the Door County Board of Supervisors.

 Jill M. Lau
 County Clerk, Door County

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

1 **WHEREAS**, The Collective Bargaining Agreement between Door
 2 County and the Door County Emergency Services IAFF Local 4982
 3 expired on December 31, 2018; and

4
 5 **WHEREAS**, Through collective bargaining a tentative agreement (See:
 6 Appendix A, attached hereto and incorporated herein by reference as if set
 7 forth in full) was reached between representatives of Door County and the
 8 Door County Emergency Services IAFF Local 4982: and

9
 10 **WHEREAS**, The Collective Bargaining Agreement is contingent upon,
 11 and shall not become effective until, official ratification by the collective
 12 bargaining unit and the Door County Board of Supervisors; and

13
 14 **WHEREAS**, The Door County Emergency Services IAFF Local 4982
 15 has ratified, or will ratify, the tentative agreement; and

16
 17 **WHEREAS**, The Door County Negotiating Committee and
 18 Administrative Committee recommend approval of the Collective
 19 Bargaining agreement.

20
 21 **NOW, THEREFORE, BE IT RESOLVED**, That the Door County Board
 22 of Supervisors does hereby approve and authorize the execution and
 23 implementation of the January 1, 2019 - December 31, 2021, Collective
 24 Bargaining Agreement between Door County and the Door County
 25 Emergency Services IAFF Local 4982.

SUBMITTED BY:
Administrative Committee and Negotiating Committee

 David Lienau,
 Administrative Committee Chair

 Susan Kohout

 David Englebert
 Negotiating Committee Chair

 Megan Lundahl

 Ken Fisher

 John Neinas

 Dan Austad

 Nancy Robillard

 Joel Gunnlaugsson

 Laura Vlies Wotachek