

2010-2011

AGREEMENT

between

KENOSHA JOINT SERVICES BOARD

and

LOCAL 451

WISCONSIN PROFESSIONAL POLICE ASSOCIATION  
CIVILIAN EMPLOYEE RELATIONS DIVISION (WPPA/CERD)

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This Agreement made and entered into by and between the Kenosha Joint Services Board, hereinafter referred to as the Employer or Joint Services Board and the Wisconsin Professional Police Association, Civilian Employee Relations Division, (WPPA/CERD), hereinafter referred to as the Union, is as follows:

#### ARTICLE I - RECOGNITION

Section 1.1. Bargaining Unit. The Employer hereby recognizes the Union as the exclusive bargaining agent for all regular full-time and regular part-time clerical and related and technical employees of Kenosha Joint Services Board excluding managerial, supervisory, confidential and journeyman mechanic employees, for the purpose of bargaining on all matters pertaining to wages, hours and all other conditions of employment, as certified by the Wisconsin Employment Relations Commission on September 22, 2009 (Case 33, No. 69007, ME-4212, Decision 32861-A).

Section 1.2. Management Rights. Except as otherwise provided in this Agreement, the Employer retains all the normal rights and functions of management and those that it has by law. Without limiting the generality of the foregoing, this includes the right to hire, promote, transfer, demote or suspend or otherwise discharge or discipline for just cause; the right to decide the work to be done and location of work; to contract for work; services or materials; to schedule overtime work; to establish or abolish a job classification; to establish qualifications for various job classifications. The Employer shall have the right to adopt reasonable rules and regulations. Such authority will not be applied in a discriminatory manner. The Employer will not contract out for bargaining unit work where such contracting out will result in the layoff of employees or the reduction of regular, straight time hours worked by bargaining unit employees.

Section 1.3. Fair Share. The employer hereby recognizes the Fair Share Principle as set forth in Wisconsin Statutes 111.70 as amended. The Union, as the exclusive representative of all of the employees in the bargaining unit, shall represent all such employees, both Union and non-Union, fairly and equally, and all employees in the bargaining unit shall be required to pay their proportionate share of the cost of such representation as set forth in this Article.

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 or national origin.

The Employer shall deduct from the first paycheck of each month an amount, certified by the Treasurer of Local 451 as the uniform dues required of all Union members, from the pay of each employee in the bargaining unit. With respect to newly hired employees, such deduction will commence on the month following the completion of the six (6) month probationary period.

The aggregate amount so deducted, along with an itemized list of the employees from whom such deductions were made, shall be forwarded to the Treasurer of Local 451 within ten (10) days of the date such deductions were made. Any changes in the amount to be deducted shall be certified to the Employer by the Treasurer of Local 451 at least thirty (30) days prior to the effective date of such change.

## ARTICLE II - REPRESENTATION

Section 2.1. Union. The Union shall be represented in all such bargaining or negotiations with the Employer by such representatives as the Union shall designate. The Employer will allow three (3) members of the Bargaining Unit necessary time off with pay to attend meetings for the negotiation of this contract; however, there can be no more than one (1) member from the same division.

Section 2.2. Employer. The Employer shall be represented in such bargaining or negotiations by such representatives as the Joint Services Board shall designate.

## ARTICLE III - GRIEVANCE PROCEDURE

Section 3.1. Procedure. Any difference or misunderstanding involving the interpretation or application of this agreement shall be handled and settled in accordance with the following procedure:

Step 1. Any employee who has a grievance shall first discuss it with his/her immediate supervisor with or without the presence of the steward at his/her option. If the grievance is not resolved between the employee with or without the steward and the immediate supervisor, the grievance shall be reduced to writing, in triplicate, on a form provided by the Union and the Union shall request a meeting with the department head within fourteen (14) calendar days after the supervisor's answer to the employee. If the grievance is resolved between the employee and the supervisor, the Union shall be notified of the settlement.

Step 2. In the event the grievance is not resolved between the Manager and the employee, the employee may appeal the grievance, within fourteen (14) calendar days after the manager's answer to the employee, to the Director of Joint Services for a hearing. The hearing shall consist of a meeting with the Director of Joint Services and the steward and aggrieved and other representatives of the Union. However, only two (2) members of the Union, other than the grievant, will be allowed to leave their posts. The Director of Joint Services shall give his answer in writing to the Union Representative who signed such grievance within fourteen (14) calendar days of this meeting.

Step 3. All grievances which cannot be adjusted in accord with the above procedure may be submitted for decision to an impartial arbitrator within fourteen (14) calendar days following receipt of the Employer's answer in Step 3 above. For the duration of this Agreement, the parties have entered into a side letter that allows for mediation of disputes prior to commencing arbitration and as a consequence, the time deadlines provided herein are waived until after completion of the mediation process. The arbitrator shall be selected by mutual agreement of the parties; or, if no such agreement can be reached within five (5) days after notice of appeal to arbitration, the Union or the employer may request the Wisconsin Employment Relations Commission to appoint a member of its staff to serve as arbitrator. The costs, if any, of the arbitrator and the cost of a transcript of the hearing if requested by either party shall be shared equally by the parties.

The authority of the arbitrator shall be limited to the construction and application of the terms of this Agreement and limited to the grievance referred to him for arbitration; he shall have no power or authority to add to, subtract from, alter or modify any of the terms of this Agreement. The decision of the arbitrator shall be final and binding upon the Union and the Employer.

Section 3.2. Time Limits - Appeal and Settlement. The parties agree to follow each of the foregoing steps in processing the grievance and if, in any step, the Employer's representative fails to give his answer within the time limit therein set forth, the grievance is automatically appealed to the next step at the expiration of such time limit. Any grievance which is not appealed to the next step within the time limits provided herein shall be considered settled on the basis of the Employer's last answer.

Section 3.3. Extension of Time Limits. Additional days to settle or move a grievance may be extended by mutual agreement.

Section 3.4. Time Limits for Filing Grievances. Any grievance shall be presented within fourteen (14) calendar days after the date of the event or occurrence or said grievance will be barred.

Section 3.5. Work Rules and Discipline. Employees shall comply with all provisions of this Agreement and all reasonable work rules. Employees may be disciplined for violation thereof under the terms of this Agreement, but only for just cause and in a fair and impartial manner. When any employee is being disciplined or discharged, there shall be a Union representative present and a copy of the reprimand sent to the Union.

Written reprimands will remain in an employee's personnel file for one (1) year from date of issue. After one (1) year, such reprimands will be removed and destroyed.

The foregoing procedure shall govern any claim by an employee that he/she has been disciplined or discharged without just cause. Should any action on the part of the Employer become the subject of arbitration, such described action may be affirmed, revoked, modified in any manner not inconsistent with the terms of this Agreement.

Section 3.6. Pay for Grievance Handling. Grievance matters shall be handled through Step 4 during the daily schedule of hours with no loss in wages for up to two (2) stewards, officers or employees involved in handling said matter in addition to the grievant. The Local shall be allowed to have Union representatives deemed necessary at any or all grievance meetings. Employees shall have the right to present their grievances without fear of any penalty.

Section 3.7. Policy Grievances. The Union shall have the right to submit policy grievances regarding provisions of this Agreement in matters which do not necessarily apply to any one employee.

#### ARTICLE IV - BULLETIN BOARDS

Section 4.1. Bulletin Boards will be provided by the Employer for the posting of job vacancies. Such bulletin boards may be used for the posting of Union notices.

#### ARTICLE V - HOURS

Section 5.1. Monday Through Friday Positions. Fleet Maintenance Clerks and Administrative Clerks shall work a standard workweek of Monday through Friday consisting of forty (40) hours per week, eight (8) hours per day. The Fleet

Maintenance Clerk shall start daily at 6:00 a.m. and end at 2:30 p.m. The Administrative Clerk's position, when staffed, shall start at 7:30 a.m. and end at 4:00 p.m. These positions are entitled to a one-half (1/2) hour unpaid lunch break scheduled as near to the middle of the shift as is practical.

Section 5.2. 6/2 Joint Services Clerks. Joint Services Clerks shall work a so-called "six-two" ("6/2") workweek, consisting of six (6) consecutive days of work followed by two (2) days off. To compensate for the longer-than-normal workweek, each employee on a "six-two" work schedule will be scheduled for one (1) unpaid "Kelly Day" per month, on a day mutually agreed between the employee and his/her immediate supervisor.

The daily schedule of shifts shall be eight (8) hours per day as follows:

Joint Services Clerks

First Shift: 7:00 a.m. to 3:00 p.m.

Second Shift: 3:00 p.m. to 11:00 p.m.

Third Shift: 11:00 p.m. to 7:00 a.m.

Fourth Shift: 11:00 a.m. to 7:00 p.m.

All the above daily work shifts include a paid twenty (20) minute lunch break scheduled as near to the middle of the shift as is practical.

Any employee called into work four hours prior to their scheduled starting time may, by mutual agreement between the employer and the employee, leave at the completion of eight hours of work. In such event, employees who only work eight hours in a day shall not be eligible for overtime payment.

Section 5.3. 4/2, 4/2, 5/2 911 Telecommunicators. 911 Telecommunicators shall work a "four-two, four-two, five-two" ("4/2, 4/2, 5/2") workweek cycle of four (4) consecutive days of work followed by two (2) days off, four (4) consecutive days of work followed by two (2) days off, and five consecutive days of work followed by two (2) days off, then repeat the cycle continuously.

911 Telecommunicators

First Shift: 6:00 a.m. to 2:00 p.m.

Second Shift: 2:00 p.m. to 10:00 p.m.

Third Shift: 10:00 p.m. to 6:00 a.m.

Fourth Shift: 6:30 p.m. to 2:30 a.m.

Fifth Shift: 10:30 a.m. to 6:30 p.m.

No employee hired prior to mutual ratification of the 1995-1997 contract shall be involuntarily required to work fifth shift.

All the above daily work shifts include a paid twenty (20) minute lunch break scheduled as near to the middle of the shift as is practical.

Any employee called into work four hours prior to their scheduled starting time may, by mutual agreement between the employer and the employee, leave at the completion of eight hours of work. In such event, employees who only work eight hours in a day shall not be eligible for overtime payments.

Section 5.4. 5/2 Identification Technicians. Identification Technicians shall work a "five-two" ("5/2") workweek, consisting of five (5) consecutive days of work followed by two (2) days off according to the following schedule:

First Shift a: 7:00 a.m. to 3:30 p.m., Monday thru Friday  
First Shift b: 7:30 a.m. to 4:00 p.m., Sunday thru Thursday  
First Shift c: 7:30 a.m. to 4:00 p.m., Tuesday thru Saturday  
Second Shift: 2:30 p.m. to 11:00 p.m., Sunday through Thursday  
Third Shift: 11:00 p.m. to 7:30 a.m.

No employee hired prior to the date of mutual ratification of the 1995-1997 contract shall be involuntarily required to work second or third shift.

All the above daily work shifts include a thirty (30) minute unpaid lunch break scheduled as near to the middle of the shift as is practical.

Any employee called into work four hours prior to their scheduled starting time may, by mutual agreement between the employer and the employee, leave at the completion of eight hours of work. In such event, employees who only work eight hours in a day shall not be eligible for overtime payment.

Evidence Identification Techs may be assigned to carry a pager during hours when the Evidence Identification shift is not staffed.

Employees so assigned shall be rotated and shall furthermore be able to trade the assignment where possible. While assigned, employees shall receive 10% of their hourly rate of pay for each hour so assigned, shall be required to answer such page within 15 minutes and report when necessary within one hour. Call-in pay shall be in addition to the 10% pager premium, except that no 10% pager premium shall be paid during hours for which the employee is receiving call-in pay. No employee shall be assigned to carry the pager while on paid time off.

Section 5.5. Pay Period. For pay purposes only, each pay period shall consist of 80 hours plus any applicable overtime and/or premium subject to Article IX. However, any

unpaid time off or tardiness shall be deducted from said 80 hours.

Section 5.6. Certified Training Officer. Effective upon ratification of the 2007-2009 contract, Certified Training Officers shall be paid at the rate of \$2.75 per hour for 911 telecommunicators, \$2.50 per hour for records clerks and \$2.62 per hour for other represented employees for all regular hours in a day for which a Certified Training Officer completes a daily observation report. The training premium will be taken into consideration for all overtime hours performed in the pay period that the training has taken place. Dollar amounts will not be rolled into the base pay.

#### ARTICLE VI - SENIORITY

Section 6.1. Probationary Period. New employees shall be on a probationary status for a period of six (6) months. During the first ninety (90) days of such probationary period, employees shall not be entitled to any fringe benefits under this Agreement except for the appropriate wage rate to be paid for work actually performed. During this probationary period, neither the Union nor the employee shall have recourse to the grievance procedure in case of discharge. If still employed after such date, seniority shall date from the first day of hiring. Employees who have been "displaced" from City of Kenosha or Kenosha County employment shall retain seniority earned as City or County employees.

Seniority for employees hired on the same day shall be determined by a lottery draw.

Section 6.1.a. Probationary Period for 911 Telecommunicators. 911 telecommunicators shall have an increased probationary period of 18 months or the successful completion of the final phase of training, whichever occurs first. 911 telecommunicators will have certain benefits after six months such as sick leave, vacation accumulation, and will have union dues deducted.

Section 6.2. Seniority - Personnel Actions. The practice of following seniority in promotions, transfers, layoffs, recalls from layoffs, vacations and shift preference to fill vacancies shall be continued. Ability and efficiency shall be taken into consideration only when they substantially outweigh considerations of length of service or in cases where the employee who otherwise might be retained or promoted on the basis of such continuous service is unable to do the work required. Full-time employees shall receive preference over part-time employees. A transfer is the filling of a new or vacated position and shall be governed by job posting.

Section 6.3. Temporary Assignments. The Employer, in exercising its rights to assign employees, agrees that an employee has seniority in a job classification, but may be temporarily assigned to another job to fill a vacancy caused by a condition beyond the control of management. Any employee so temporarily assigned shall be returned to his regular job as soon as possible. Temporary assignments shall not be considered transfers. Temporary assignments shall not be extended beyond fifteen (15) working days, unless agreed in writing between the Union and the Employer.

Section 6.4. Layoff.

- A. If the Employer must reduce the number of employees within a classification or department, part-time and probationary employees within that classification or department must be terminated prior to any regular full-time employees. Thereafter, the necessary number of full-time employees shall be laid off according with seniority, the least senior employee being the first to be laid off.
- B. Employees laid off in a reduction of force shall have their seniority status continue for a period equal to their seniority at the time of layoff, but in no case shall this period be less than two (2) years. When vacancies occur while any employees hold layoff seniority status, these employees shall be given the first opportunity to be recalled and placed on these jobs. In the event an employee declines to return to work when recalled under this section, such employee shall forfeit all accumulated seniority rights.

Section 6.5. Notice of Termination. Any full-time employee covered by this Agreement whose employment is terminated for any reason other than disciplinary action, shall be entitled to two (2) weeks notice.

All employees shall give two (2) weeks notice, in writing, of their intention to sever their employment with the Employer. If an employee fails to give such notice, any earned vacation pay shall be forfeited. Earned vacation time shall not be counted toward the two (2) weeks' required notice.

Section 6.6. Loss of Seniority and Termination. Except as provided in section 6.8, an employee shall lose his seniority rights for the following reasons only:

- (a) If he quits.
- (b) If he has been discharged for just cause.



- (c) If he fails to notify the Employer within one (1) week of his intention upon recall from layoff and does not report for work within two (2) weeks of recall (by certified, return receipt mail.)
- (d) If he has been in a layoff status longer than provided for above.
- (e) If he fails to return to work on the first workday following the expiration date of a leave of absence.
- (f) If he retires on a voluntary or compulsory basis.

Section 6.7. For the purpose of layoff only, the officers of the local Union shall head the seniority list. The Union shall furnish the Employer a written list of the names of the officers, and shall promptly notify the Employer of any changes which occur during the life of this Agreement.

Section 6.8. Re-Entry to the Bargaining Unit. Non-represented employees re-entering the bargaining unit shall regain seniority in the union equivalent to his/her total past length of service in the bargaining unit. For benefit purposes, an employee's total years of employment with Joint Services shall be counted. The first day an employee starts in a new job shall be the date used for ceasing or restarting the accrual of union seniority. Non-represented employees re-entering the bargaining unit shall only be allowed when there is a vacancy to be filled externally. A non-represented employee returning to a represented job must serve a ninety (90) day probationary period. A represented employee who transferred to a non-represented position can return to the bargaining unit before the completion of their probationary period in accordance with section 7.9 of the contract. A non-represented employee returning to a represented job may not bid for another represented job for a period of six (6) months. The returning non-represented employee must submit vacation requests and days off based on availability at the time of their return. Re-entry or transfer of non-represented employees who have completed their probationary period to the bargaining unit shall be at the sole option of Joint Services Management.

#### ARTICLE VII - JOB POSTING

Section 7.1. Procedure. Notice of vacancies which are to be filled shall be posted on bulletin boards and employees shall have five (5) workdays (which overlap two (2) consecutive weeks) to bid on such posted job. Any employee who bids for a posted job, and is offered that job, has three (3) working days to accept or decline that job.

Section 7.2. Contents of Posting. The job requirements, qualifications, shift and rate of pay shall be part of the posting and sufficient space for interested parties to sign said posting. When an employee is absent from work, his/her steward may sign said posting for such absent employee.

Section 7.3. Seniority - Skill and Ability Factors. In filling a vacancy, the employee signing with the greatest seniority in the bargaining unit shall be given first consideration except as provided for in Section 7.4. below. Skill, ability and efficiency shall be taken into consideration only when they substantially outweigh consideration of length of service.

Section 7.4. Employment Preference. Full-time employees are to be given preference over part-time employees. Regular part-time employees shall be given preference over casual employees or new applicants.

Section 7.5. Probationary Period. Employees filling promotional vacancies or switching departments shall be on a probationary period for ninety (90) days. 911 telecommunicators shall have a probationary period of 120 days. Such probationary period may be extended for an additional thirty (30) days by mutual agreement, in writing, between the parties.

Section 7.6. Time Limit for Bidding. Any employee who has been awarded another job through this bidding procedure, may not bid again for a period of six (6) months. However, this six month period shall not apply if an employee wishes to change shifts within the same classification.

Section 7.7. Failure to Qualify on New Job. An employee who fails to have the ability to handle a job obtained through job posting during his probationary period shall return to his/her former job.

Section 7.8. Union Notification. Whenever a posted position has been filled by hiring from the outside, the Union shall be notified.

Section 7.9. Return to Previous Position. An employee who has posted into a new position, may return to his or her previous position during the probationary period provided that the previous position has not been filled. A position is considered filled when a job offer has been accepted.

## ARTICLE VIII - WAGES

### Section 8.1.

- (a) Wages for employees hired prior to mutual ratification of this Agreement shall be as stated in Appendix C of the parties' 2007-2009 Agreement but with the following general increases added:

0% effective January 1, 2010

0% effective January 1, 2011

- (b) Wages for employees hired after mutual ratification of this Agreement shall be as provided on the attached "Job Classification and Rate Schedules" consisting of Appendix "A" effective retro to January 1, 2010.

Section 8.2. Retirement Fund Contribution. The Employer agrees to pay the employee's share to the Wisconsin Retirement System. This contribution is in addition to the Employer's normal contributions.

Section 8.3. Lateral Transfers. Upon transfer to a job in the same pay range, the employee shall retain his rate if at the maximum. If he is not at the maximum, he shall advance on his previous schedule.

Section 8.4. Lower Rated Job - Bidding or Temporary. Employees going to a lower rated job through a job posting shall receive the maximum of the new range if lower, or on the step equivalent to his former wage. If temporarily transferred, he shall receive no reduction in pay.

Section 8.5. Higher Rated Job Transfer. An employee assigned to a higher rated job for the majority of a shift shall receive the higher rated pay.

Section 8.6. Higher Rated Job - Bidding. Employees going to a higher rated job through a job posting shall be placed on the schedule at the wage closest to, but higher than, the position being vacated, but in no event shall they be paid less than that received on the position being vacated. They shall remain at that rate until the completion of the probationary period as defined in Section 7.5. Following completion of the probationary period, they shall be placed at the step in the rate range to which their seniority entitles them.

Section 8.7. Completion of Probationary Period. Except for 911 telecommunicators, upon successful completion of the initial probationary period, employees shall receive a one-step increase to be granted effective the first day of the pay period following completion of probation. 911 telecommunicators shall receive step increases through the probationary period as defined on the rate schedule page.

Section 8.8. Payment of Raises. All changes to the

hourly rate will be effective the first day of the pay period following the effective date of the pay change.

Section 8.9. Productivity Incentive Program. Effective January 1, 2011, the Productivity Incentive Program shall be created.

1. Each full-time employee who is credited with at least 96.6% of their "regularly scheduled work hours" during a four (4) month calendar month period shall receive a payment of \$125. The first four (4) month period shall begin January 1, 2011 and subsequent four month periods shall begin on each four month anniversary of that date. The payment, equal to \$125, if earned, shall be paid as soon as possible after the end of each four month period.
2. A full-time employee shall be credited with a "regularly scheduled work hour" for purposes of this Productivity Incentive Program when he or she (a) performs an hour of "regularly scheduled work" for the Kenosha Joint Services Board or (b) utilizes an hour(s) of approved time off for required military training (not exceeding ten (10) working days per year), jury duty, funeral leave, floating holidays, annual leave, personal time and holidays.

#### ARTICLE IX - OVERTIME

Section 9.1. Employees Working a 5/2 Weekly Schedule.

Section 9.1.a. Work Outside Regular Shift. Except as provided below, all hours worked outside an employee's regular work shift or work week shall be paid at the rate of one and one-half (1 1/2) times the employee's regular rate of pay.

Section 9.1.b. Work on a Paid Holiday. Employees who work on a designated paid holiday shall receive one and one-half (1 1/2) times their regular rate of pay for such holiday work, plus the straight time pay for the holiday.

Section 9.2. Employees Working a 6/2 Weekly Schedule.

Section 9.2.a. Work Outside Regular Shift. Except as provided below, all hours worked outside an employee's regular work shift or work week shall be paid at the rate of one and one-half (1-1/2) times the employee's regular rate of pay.

Section 9.2.b. Seventh and Eighth Day Definition. Employees working a "six-on/two-off" workweek schedule shall be paid two (2) times their regular rate for all work performed on the eighth (8th) day in the eight-day workweek cycle. Example: an employee's six (6) days of work begins with Tuesday and ends

the following Sunday; the employee will have the following Monday and Tuesday scheduled off; if he/she works that Monday, Section 9.1. above will apply; if he/she works that Tuesday, double time will be paid for all work performed. The seventh (7th) day shall be defined as the first twenty-four (24) hours after the beginning of the sixth (6th) consecutive work day and the eighth (8th) day shall be defined as the second twenty-four (24) hours period following the beginning of the sixth (6th) consecutive day of work. However, double time pay for voluntary overtime shall be excluded.

Section 9.3. Employees Working a 4/2, 4/2, 5/2 Schedule.

Section 9.3.a. Work Outside Regular Shift. All hours worked outside an employee's regular work shift or work week shall be paid at the rate of one and one-half (1-1/2) times the employee's regular rate of pay.

Section 9.4. Overtime Distribution. Overtime shall be divided as equally as possible on a monthly basis among employees in each classification desiring to work available overtime.

Section 9.5. Call-in Pay. An employee called to work outside of his/her regular work schedule shall receive a minimum of two (2) hours work or pay at the required overtime rate. The guarantee of two (2) hours shall not apply when such work is continuous with the regular day's work.

In the event the employee works four (4) or more hours of mandatory overtime which is not contiguous with the employee's regularly scheduled shift, all such hours shall be paid at the rate of two (2) times the employee's normal rate of pay. This paragraph shall not apply to mandatory job-related training.

Section 9.6. No Pyramiding. There shall be no pyramiding of any overtime pay and/or premium pay.

Section 9.7. Requirements for Overtime to be Mandatory. If overtime work in a particular classification is available, it shall be offered to employees within that classification consistent with Section 9.4. above. If no employees within a particular classification are voluntarily willing to work the available overtime, such necessary work shall be made mandatory for the least senior employee(s) within the affected classification and regularly scheduled to work the shift preceding and succeeding the needed overtime, provided the Employer makes every reasonable effort to fill the needed overtime; however, no overtime shall be considered mandatory unless at least twenty-four (24) hours prior notice is provided to the employee(s) except in case of an emergency. No employee, regardless of their seniority, shall be forced to work two consecutive work days of overtime except in an emergency situation which shall be defined as a civil disorder,

an act of God, or a situation beyond the employer's control where a good faith effort has been made by the employer to adhere to this provision. In the event of an emergency as described above and an employee is forced to work two consecutive days of overtime, the employee shall be paid at the rate of double time for the second day. Employees are not to be forced in early on their first day back from scheduled off or vacation days, as the hours before their shift are officially their day off.

1. For purposes of this section, scheduled days off are those days defined in Article V of the Collective Bargaining Agreement and under no circumstances shall be construed to include Kelly days, holidays, sick days, personal days, leave time or trades, unless the Kelly days and holidays have been previously approved in conjunction with a vacation block.

Section 9.8. Mandatory job-related schooling or training shall be paid at the appropriate overtime rate of pay if the schooling or training is provided during hours outside of an employee's shift. Employees shall receive all wages and benefits provided in this Agreement for time spent at such training or schooling, mileage at the current IRS rate and meals. The provisions of this Agreement shall also be payable for all travel time required.

Section 9.9. In the case of an approved trade, notwithstanding any other provision of this agreement to the contrary, (including but not limited to Section 9.2b as it pertains to double time for the 8<sup>th</sup> day worked and the last sentence of section 9.7 as it pertains to precluding mandatory overtime on a prior shift the first day back), the seniority of the employee physically working the trade will prevail in the determination of overtime assignments.

#### ARTICLE X - VACATIONS

Section 10.1. Vacation Entitlement. All full-time employees shall earn paid vacation in accordance with the following schedule effective January 1, 1984. Vacation hours will be accrued on the second pay period of a month. An employee must work fifty percent (50%) or more of the work days in a month to be credited with vacation hours. For interpretation of this section, time paid will be considered time worked. An employee will not accrue vacation during the probationary period. However, upon completion of the probationary period, employees shall receive vacation credit back to their original date of hire.

The following vacation entitlement shall apply, however, to employees on a 5/2 schedule, a 6/2 schedule, or a 4/2, 4/2, 5/2 schedule:

YEARS OF SERVICE ACCRUAL	MONTHLY ACCRUAL	ANNUAL
Start through 6 years	8.00 hours per month	96
7 through 14 years	11.33 hours per month	136
15 thru 20 years (eff. 1/1/05)	14.67 hours per month	176
21 years (eff. 1/1/05)	15.33 hours per month	184
22 years (eff. 1/1/05)	16.00 hours per month	192
23 years (eff. 1/1/05)	16.67 hours per month	200
24 years (eff. 1/1/05)	17.33 hours per month	208
25 and more years	18.00 hours per month	216

The above accruals shall be based upon hours paid in 1988 so as to allow employees to receive the above schedule of vacation accruals and hours effective January 1, 1989 and thereafter.

The above provision is in lieu of the 13th Kelly day.

Employees may use a second trade in a 30 day period if needed to enjoy an uninterrupted subsequent block of 5-6 days of vacation, (for employees with seven or more years of service).

A six day block does not have priority over a five day block in the vacation selection process nor does a five day block in the selection process have priority over a four day block for employees on a 4/2, 4/2, 5/2 schedule.

Section 10.2. Any employee who has completed probation and is entitled to a vacation at the time of terminating his service with Joint Services shall be paid for his accrued vacation at the time of severing his status. This section shall not apply if the employee fails to give two (2) weeks notice, in writing, of his/her intention to sever his/her employment with Joint Services.

Section 10.3. Vacation Preference. Effective 1/1/08, vacations shall be selected on the basis of seniority by March 1st of the year vacation is to be taken. Unless otherwise allowed by management, not more than one employee shall be on vacation at any given time during any given shift. Vacation preferences shall be selected in separate blocks. Supervisory personnel (who count as part of staffing) will select from the 1<sup>st</sup> block followed by employees in order of seniority. The remaining blocks will be selected in the same manner. The employees can mutually switch vacation periods subject to the department head's approval. Employees not making a selection by March 1st must take vacation from vacation periods remaining. The department head shall determine the number of

employees on vacation at any given time. Time off without pay shall not be granted if an employee has unused vacation days. Up to two employees, one of whom may be a supervisor, may be on vacation on Christmas Day and Thanksgiving Day.

Section 10.4. Vacation Usage. One five (5) day block for employees on a 5/2 schedule, one four (4) day block or five (5) day block for employees on a 4/2, 4/2, 5/2 schedule, and one five (5) day block or six (6) day block for employees on a 6/2 schedule must be taken. Additional vacation days may be scheduled in any increment mutually agreed to by the employee and management. Employees working a 5/2 or a 4/2, 4/2, 5/2 schedule may schedule no more than ten (10) working days consecutively. Employees working a 6/2 schedule may schedule no more than twelve (12) working days consecutively. The intent of this section is to provide the equivalent of two (2) weeks vacation at one time.

All block picks of four, five or six days shall be by seniority. Employees taking single days shall not have preference over employees utilizing more than single day increments.

Regardless of what schedule the employee is on, up to 5 days of vacation may be taken in increments of 4 hours.

#### ARTICLE XI - HOLIDAYS

Section 11.1. Number of Holidays for 5/2 Schedule. There shall be ten (10) paid holidays which are: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving, December 24th, Christmas Day and December 31st.

Section 11.2. Floating Holidays for 5/2 Schedule. There shall, in addition to the Holidays listed in 11.1., be one (1) additional floating holiday granted with pay after six (6) months of continuous service in a calendar year.

Section 11.3. Eligibility for 5/2 Schedule. An employee shall be required to work the scheduled day immediately preceding the holiday and the scheduled day immediately following to receive holiday pay for the holidays set forth in this article. For purposes of interpreting this section, time paid is considered time worked.

Section 11.4. Holiday During Vacation. If the holiday comes during the employee's vacation, he shall be granted an extra day off.

Section 11.5. Holiday on Saturday or Sunday. If an observed holiday falls on a Saturday, the holiday shall be observed on the previous scheduled work day. If the observed



holiday falls on a Sunday, the holiday shall be observed on the following scheduled work day.

Section 11.6. Holiday Pay Rate. Holiday pay shall be computed at the employee's regular hourly rate at the regularly scheduled number of hours.

Section 11.7. Paid Holidays for Employees Working a Six/Two Schedule. Employees who work a six-on/two-off work schedule shall receive twelve (12) paid holidays per year, earned and taken at the rate of one (1) per month. Monthly paid holidays shall be scheduled by mutual agreement between the employee and his/her immediate supervisor, consistent with established practice. Payment for holidays will not be included in severance pay if the employee terminates prior to the 16th day of the month. Payment for holidays will be included in severance pay if the employee terminates the 16th day of month or thereafter.

Section 11.8. Paid Holidays. Effective 1/1/06 employees working a regularly scheduled day or voluntary overtime on the Christmas Eve holiday, Christmas Day holiday, New Years Eve holiday, Labor Day holiday, Good Friday holiday, Thanksgiving holiday, New Years Day holiday, the Day After Thanksgiving holiday, Memorial Day holiday and Independence Day holiday shall be paid at the rate of 1-1/2 times the employee's applicable base rate. If an employee is forced to work overtime on the aforementioned days, their rate of pay shall be two times the employee's applicable base rate. There will be no pyramiding of overtime.

## ARTICLE XII - SICK LEAVE

Section 12.1. Employees with regular full-time status shall earn paid sick leave at the rate of one (1) day for each month of employment during which they work the majority of their scheduled workdays. For purposes of this section, time paid for shall be considered time worked. The levels of said sick leave for part-time employees is to be prorated on the same basis as part-time vacations.

Section 12.2. Use of Leave. Any employee may use sick leave (1) in case of his own illness, injury, or exposure to contagious disease; or (2) pregnancy based upon the length of time deemed necessary prior to and following delivery as certified by the employee's physician; or (3) for attendance upon members of his household whose illness or injury requires the care of the employee except that no more than three (3) days of sick leave may be used in each instance of this type. As used in this section, the term "household" shall mean husband, wife, child, parent, mother-in-law or father-in-law of the employee residing together in a single dwelling unit. All leave used shall be charged in multiples of tenths of an hour.

The department head may require reasonable evidence to support a claim for sick leave and shall, in case of absence for more than three (3) consecutive working days, require a doctor's certificate to justify the absence.

Three (3) sick days per calendar year may be converted to personal leave. Said days shall be granted upon the approval of the department head. Scheduling of the days must be consistent with the staffing needs of Joint Services and a 24 hour notice should be given. This leave may be used in one (1) hour increments.

Section 12.3. Employees shall not be eligible to use sick leave benefits during the probationary period, but upon completion of the probationary period, employees shall be credited with sick leave earned from the original date of employment. Upon completion of the probationary period, employees shall receive back pay for any sick leave used during the probationary period up to the extent of their accumulation.

Section 12.4. Sick leave shall not be used for periods of absence resulting from injury incurred in supplemental employment.

Section 12.5. An employee who exhausts his sick leave and annual leave credits and is still unable to return to work due to illness or injury shall be granted a leave of absence without pay provided that a doctor's certificate is submitted indicating the extent of the employee's illness or injury and the length of time the employee will be unable to work. Notwithstanding the provisions of this paragraph, such leave shall not extend for more than one (1) year without mutual agreement of the Employer and the Union. Upon return to work from an extended leave due to illness or injury, an employee shall submit a doctor's certificate indicating he can resume normal work duties.

Section 12.6. Accumulation. The Employer agrees that any member of the bargaining unit may accumulate one hundred twenty (120) days of sick leave and in addition may accumulate another twelve (12) days within a calendar year. None of said twelve (12) days can be carried over into the next year except in the case of a continuing illness.

One-half (1/2) of any of these additional days which have not been used during the year shall be recorded in a separate sick leave bank. Sick leave usage in subsequent years shall be first from the current year's accumulation, second from the sick leave bank, and third from the original one hundred twenty (120) days. It is mutually agreed that sick leave days recorded in the sick leave bank are exempt from the provisions of paragraph 12.7 and are not subject to payment at death or retirement.

Section 12.7. Payment Upon Termination. The Employer agrees that any member of the bargaining unit who terminates employment, except for just cause discharge, or the estate of any member of the bargaining unit who dies, shall receive a severance pay equal to 50% of his accumulated sick leave at his final rate of pay.

Section 12.8. The Employer agrees that it will not make any changes in the Rules and Regulations concerning sick leave during the life of this Agreement without the consent of the Union.

#### ARTICLE XIII - JURY DUTY

Section 13.1. An employee called for jury duty shall receive his regular salary for such time, provided he shall deposit any compensation he received for jury duty with the Director of Joint Services and receive his regular pay in turn. Employees called for jury duty but not assigned to serve, will return to their assigned jobs as soon as dismissed.

#### ARTICLE XIV - MILITARY LEAVE

Section 14.1. Armed Forces. Employees called upon to serve in the Armed Forces of the United States shall be granted leaves of absence and their seniority shall accumulate providing they report for work within ninety (90) days of discharge, unless unable to do so because of illness or injury in which case leave shall be extended.

Section 14.2. Reinstatement. Upon return from military leave, the employee shall be returned to a position and pay in keeping with federal regulations.

Section 14.3. Reserve Training. An employee who is a member of a military reserve and who may be called upon for reserve training or emergency service shall receive his regular pay for such training or service (not to exceed two (2) weeks for any one (1) call up), provided he shall deposit his military base pay with the Director of Joint Services and receive his regular pay in turn.

#### ARTICLE XV - FUNERAL LEAVE

Section 15.1. Funeral Leave for Immediate Family. In the event of a death of an employee's father, mother, stepfather, stepmother, husband, wife, brother, sister, son, daughter, stepson, stepdaughter, father-in-law, mother-in-law, son-in-law or daughter-in-law, such employee will be paid for straight time lost from scheduled work not to exceed three (3)

scheduled work days within a seven (7) day period following the date of death.

Section 15.2. Funeral Leave for Other Relatives. In the event of a death of an employee's brother-in-law, sister-in-law, or employee's or employee's spouse's aunt, uncle, niece, nephew, grandparent, or grandchild, such employee will be paid for straight time lost from scheduled work not to exceed one (1) scheduled work day within a seven (7) day period following the date of death.

Section 15.3. Rate of Pay. Pay shall be at the employee's straight time hourly earned rate for the payroll period in which the death occurred. It is agreed that the employee may be required to furnish verification of the date of death, date of funeral and relationship to the deceased.

#### ARTICLE XVI - WORKER'S COMPENSATION

Section 16.1. Employees are entitled to Worker's Compensation coverage. An employee who is absent due to injury or illness caused during the course of his duties shall receive his regular wages during his/her absence for a period not to exceed one year from the date of injury. After a period of one year, state statutory rates shall apply. If the occupational injury or illness is of the duration in which Worker's Compensation is paid to the employee, the employee shall receive a voucher check without deductions for the mandated amount of Worker's Compensation and regular wages; however, the total Wisconsin Retirement Fund contribution shall be made on the basis of the employee's total compensation. The provisions of this section shall apply to employees who fall under the provisions of a worker's compensation leave of absence after the date on which this agreement is ratified by both parties. Employees on worker's compensation prior to the date of ratification of this agreeable under the terms of the 1986-88 collective bargaining agreement.

#### ARTICLE XVII - OTHER LEAVE

Section 17.1. Personal. Applications for leave of absence without pay for personal reasons or for medical leaves after accrued sick leave and vacation are exhausted shall be made in writing to the Director of Joint Services, with a copy given to the Secretary of Local 451. All employees must have one (1) year of service before any personal leave will be granted. A leave may not be granted for the purpose of taking other employment; however, the term "other employment" shall not include elective, federal, state, county or municipal offices or union duties.

The granting of such leave and the length of time for such leave shall be contingent upon the reason for the request.

Section 17.2. Education. Leaves of absence without pay not to exceed two (2) years may be granted to those employees who desire to improve their ability and job knowledge through further education. The procedure for obtaining such leave shall be the same as that of Section 1 of this article.

Section 17.3. Union Business. Employees selected or elected as delegates to Union conventions, conferences or elective office shall be granted necessary leave time without pay unless the Employer is unable to find a qualified replacement for a position which must be filled, except where the application for such leave is made two (2) weeks in advance of the absence.

Section 17.4. Union Notification. The Union shall be notified in writing by the department manager in the department involved at the time each leave of absence is recommended, denied or authorized, indicating the duration of the authorization and at the time of subsequent renewals. Seniority will accrue during all authorized leave with the exception of education leave, leave for political office or voluntary military duty. (Prospective to 1/1/92) (Does not apply retroactively)

#### ARTICLE XVIII - INSURANCE

Section 18.1. Hospital-Surgical-Dental. For the duration of this Agreement, the Employer shall make payment to the carrier to be selected by the Employer and funds sufficient to pay for a comprehensive hospital-surgical-major medical coverage policy including Outpatient Diagnostic and X-Ray, Supplemental Hospital and Emergency Medical benefits as outlined in attached Exhibit "A" as follows:

- (a) For employees enrolled for coverage for the employee only -- the full premium cost of the coverage.
- (b) For employees enrolled for coverage for the employee and his/her dependents -- the full premium cost of the coverage.
- (c) During the life of this Agreement, the Employer agrees to maintain hospital-surgical-major medical coverage at levels equivalent to coverages presently in effect, and to improve such coverage where possible.
- (d) An employee who becomes totally disabled due to work connected injury or illness shall continue to receive coverage paid by the Employer during such

period of total disability until such employee becomes eligible for coverage under any present or future federal hospital-surgical-medical insurance plan; and

- (e) An employee who is out due to illness shall continue to receive coverage paid by the Employer for six (6) months after such employee exhausts his sick leave benefits. Such employee can continue coverage for an additional six (6) month period by paying, in advance, to the Director's Office, the monthly premium for his coverage.

Dental insurance coverage will commence effective January 1, 2009 with the employee eligible to choose from one of two plans. To the extent possible, the DHMO plan shall be comparable to the County's plan.

Section 18.2. Retirees. Effective December 31, 2000, full-time employees who are at least 60 years of age and have had fifteen (15) or more years of employment with the Employer immediately preceding retirement shall retain hospital-surgical-major medical coverage at no cost to the employee. If the employee was covered by a family policy at the time of retirement, he/she shall be eligible to retain such family coverage. The Employer's premium obligation shall terminate when the employee becomes eligible for Medicare. However, if the employee decides to purchase supplemental Medicare benefits, he/she shall pay the cost of such coverage. Part-time employees shall be covered by the provisions of the above paragraph at pro-rated benefits in accordance with Section 19.3(c). Retirees get the same insurance as active employees.

Section 18.3. Retirees. Full-time employees who retire who are fifty-seven (57), fifty-eight (58) or fifty-nine (59) years of age and have had thirty (30) or more years of employment with the Joint Services immediately preceding retirement shall retain hospital-surgical-major medical coverage with fifty percent (50%) of the COBRA cost of said coverage to be paid by the employee. Upon attaining the age of sixty (60), the employee shall be covered by the provisions of the above paragraph. Part-time employees shall be covered by the provisions of the above paragraph at pro-rated benefits in accordance with Section 19.3(c). Retirees get the same insurance as active employees.

Section 18.4. Life Insurance. The Wisconsin Group Life Insurance Plan shall be continued. The Employer will pay the full premium required by the plan.

#### ARTICLE XIX - PART-TIME EMPLOYEE BENEFITS

Section 19.1. Part-Time Employee Defined. A part-time employee is defined as one who is regularly scheduled to a lesser number of hours than a full-time employee as provided for in the work schedules of Article IV.

Section 19.2. Temporary Employees. Employees who are employed on a temporary basis shall not receive fringe benefits. Effective January 1, 1987, temporary employees cannot be employed for more than sixty (60) days except upon mutual agreement between the parties or when a temporary employee is filling in for a regular employee on an extended absence.

Section 19.3. Benefits. All regular part-time employees shall participate in the fringe benefits as provided for the employees covered by this Agreement as follows:

- (a) Vacations. Part-time employees who have worked a total of 520 hours, but less than 1040 hours in the period between January 1 of the previous year and December 31 of the previous year, and who are otherwise qualified to receive vacation pay as set forth in Article VI, Section 1, shall receive vacation with pay at the rate of one-fourth (1/4) the vacation allowance he would have received if he had been employed on a full-time basis.

Part-time employees who have worked a total of 1040 hours but less than 1560 hours in the period between January 1 of the previous year and December 31 of the previous year, and who are otherwise qualified to receive vacation with pay as set forth in Article VI, Section 1, shall receive vacation with pay at the rate of one-half (1/2) of the amount he would have received if he were employed as a full-time employee.

Part-time employees who have worked 1560 hours or more in the period between January 1st of the previous year and December 31st of the previous year who are otherwise qualified to receive a vacation with pay as set forth in Article VI, Section 1, shall receive vacation with pay at the rate of three-quarters (3/4) of the amount he would have received if he were employed as a full-time employee.

- (b) Paid Holidays. Part-time employees whose average weekly schedule of hours of work in the four week period preceding any of the paid holidays as set forth in this Agreement is less than ten (10) per week shall not be eligible for holiday pay.

A part-time employee whose average weekly schedule of hours of work in the four week period preceding the holiday is ten (10) or more hours, but less than twenty (20) hours per week, shall, if otherwise eligible to receive holiday pay, receive holiday pay at the rate of one-fourth (1/4) of the amount he would have received if he had been employed as a full-time employee.

A part-time employee whose average weekly schedule of hours of work in the four week period preceding the holiday is twenty (20) or more, but less than thirty (30) hours per week, shall, if otherwise eligible for holiday pay, receive holiday pay at the rate of one-half (1/2) of the amount he would have received if he had been employed as a full-time employee.

A part-time employee whose average weekly schedule of hours of work in the four week period preceding the holiday is thirty (30) hours per week or more shall, if otherwise eligible for holiday pay, receive holiday pay at the rate of three-fourths (3/4) of the amount he would have received if he had been employed as a full-time employee.

- (c) Health and Welfare. The Employer will pay hospital and surgical insurance premiums for part-time employees pro-rated against the amount paid by the Employer for full-time employees on the basis of the total number of hours worked in the last previous calendar year (January 1 to December 31) as follows:

Less than 520 hours	Nothing
520 hours or more but less than 1040	One-Fourth
1040 hours or more but less than 1560	One-Half
1560 hours or more	Three-Fourths

Newly employed part-time employees shall be eligible for the hospital and surgical insurance coverage after completion of the sixty (60) days of employment and the Employer will pay a pro-rata share of the premium cost based upon the average number of hours per week worked in the first sixty (60) days as follows:

Less than ten hours per week	Nothing
Ten or more but less than twenty	One-Fourth
Twenty hours but less than thirty	One-Half
Thirty or more	Three-Fourths

- (d) Life Insurance. The eligibility of part-time employees for participation in the life insurance program for employees shall be controlled by the regulations set up by the state agency administering the fund from which such benefits are paid.



## ARTICLE XX - NO STRIKE CLAUSE

Section 20.1. The parties agree that it is important to seek amicable resolution of their differences and have established a grievance procedure for this purpose. The Union, on its part, agrees it will not authorize a strike nor shall any employee engage in a strike or slowdown during the term of this agreement. The Employer agrees it will not prevent employees from carrying out their duties by conducting a lockout.

## ARTICLE XXI - GENERAL PROVISIONS

Section 21.1. Copies of Contract. The Employer shall make sufficient copies of this Agreement to provide each employee with a copy and such reasonable number of additional copies as the Union deems necessary for its purposes.

Section 21.2. Safety Devices. The Employer shall furnish proper safety devices for all work.

Section 21.3. Equal Opportunity. There shall be no discrimination with respect to hiring, promotion, retention, or job opportunities of any employee because of age, sex, creed, color or national origin as provided by state or federal law.

Section 21.4. Coffee Breaks. There shall be a fifteen (15) minute break in the first half of the regular work shift, and a fifteen (15) minute break in the second half of the regular work shift.

Section 21.5. Uniform Allowance. Employees who are required to wear uniforms shall be reimbursed for cost, maintenance and cleaning for uniforms upon submission of receipts for such expenses up to \$170 for 1992, \$185 for 1993, and \$200 for 1994 per employee.

Section 21.6. Residency. Employees shall be required to reside within the boundaries of the western border of Kenosha County, extend north to College Avenue in Milwaukee to the North and Illinois Route 22 to the South.

Section 21.7. All new employees shall be required to pass a pre-employment physical exam performed by a physician, the cost of said exam being fully paid by the Employer.

Section 21.8. Pay Periods. Pay periods are bi-weekly with the payday being Friday, one week following the actual time worked. The pay system is an automatic deposit to the employee's bank account.

Section 21.9. Shift Premiums Effective 1/1/09. Employees working the second shift shall receive a premium of 40. per hour. Employees working the third shift shall receive a premium of 50. per hour. Employees working on the fourth shift shall receive a premium of 45. per hour. Shift premiums shall be included for all paid leaves, such as vacations and holidays and paid sick leave. The appropriate shift premium shall be paid for all overtime hours.

#### ARTICLE XXII - MAINTENANCE OF BENEFITS - SEPARABILITY

Section 22.1. Benefits. Any benefits received by the employees, but not referred to in this document, shall remain in effect for the life of this Agreement.

Section 22.2. Separability. In the event any clause or portion of the Agreement shall be invalidated, the remainder of the Agreement shall remain in full force and effect. Negotiations shall be immediately instituted to adjust such invalidated clause or portion of the Agreement.

#### ARTICLE XXIII - WAIVER AND ENTIRE AGREEMENT

Section 23.1. The Employer and Union for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject, or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement. Waiver or any breach of this Agreement by either party shall not constitute waiver of any future breach of this Agreement.

#### ARTICLE XXIV - DURATION

Section 24.1. Term. This Agreement shall become effective January 1, 2010, and shall remain in effect through December 31, 2011, and shall be automatically renewed for periods of one (1) year thereafter unless either party shall serve upon the other a written notice of its desire to modify or to terminate this Agreement. Such notice is to be served no later than ninety (90) days prior to the date of expiration.

Section 24.2. Negotiations. Negotiations of a new Agreement, subsequent to receipt of the above-required notice, shall be processed so that a new Agreement can be concluded by December 31st if possible. If negotiations of the new agreement are not concluded by December 31st, the effective

date of the new agreement shall be January 1st of the following year.

Section 24.3 Initial Exchange. The parties agree to have an initial exchange prior to September 15, 2011.

Witness our hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2011, in the City of Kenosha, County of Kenosha, State of Wisconsin.

KENOSHA JOINT SERVICES BOARD

LOCAL 451, WPPA/CERD

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SIDE LETTER AGREEMENT  
BY AND BETWEEN JOINT SERVICES  
AND LOCAL 451

Kenosha Joint Services and Local 451 agree that effective upon mutual ratification of the new agreement, a side letter shall be established as follows:

Management will not request a doctor's slip for sick day use on a holiday until such time as management can demonstrate a clear abuse of sick day use on holidays.

Originally dated on the 24<sup>th</sup> day of September, 2007.  
Dated at Kenosha, Wisconsin this \_\_\_\_\_ day of \_\_\_\_\_,  
2011.

KENOSHA JOINT SERVICES BOARD

LOCAL 451, WPPA/CERD

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LETTER OF UNDERSTANDING  
BY AND BETWEEN JOINT SERVICES  
AND LOCAL 451

Kenosha Joint Services and Local 451 agree to establish the following arrangements after mutual ratification of the 2004-2006 contract.

Garcia Weeks are defined as two successive weeks with work schedules that do not force overtime under FLSA.

The Joint Services Board will equalize paychecks for employees on a 6-2 schedule based upon an 80 hour pay period on the condition that one holiday and one kelly day will be scheduled during each Garcia week. Vacation, personal and sick leave may not be substituted for holiday or kelly days in Garcia weeks.

The parties recognize that in order to equalize the employees' paychecks (i.e., to ensure 80 hours of pay for each employee during each pay period in keeping with Section 5.5 of the collective bargaining agreement), there may be situations in which employees do not receive compensation for hours worked in excess of 80 hours during the same pay period in which the hours were worked. Thus, it is understood that, although section 109.03, Wis. Stats., requires payment for hours worked to be made within 30 days of the day on which the work was performed, there may be circumstances in which a Garcia week results in an employee receiving payment for only 80 hours of work, despite the fact that section 109.03 would otherwise require pay for all such hours. In such situations, it is contemplated that payment for such hours shall be made during the next pay period involving a kelly week in which the employee works less than 80 hours, so as to effectuate the equalization of pay desired by the parties.

Originally dated on the 24<sup>th</sup> day of September, 2007. Dated at Kenosha, Wisconsin this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

KENOSHA JOINT SERVICES BOARD

LOCAL 451, WPPA/CERD

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APPENDIX "A"

**JOB CLASSIFICATION AND RATE SCHEDULE**  
**Effective January 1, 2010 through December 31, 2011**

	START	6 MONTHS	18 MONTHS	30 MONTHS	42 MONTHS	54 MONTHS
Joint Services Clerks	\$15.95	\$16.47	\$16.97	\$17.93	\$19.97	\$20.57
Fleet Maintenance, Identification Technicians, and Administrative Clerks	\$16.41	\$16.95	\$17.40	\$18.47	\$20.50	\$21.11
911 Telecommunicator	\$16.94	\$17.40	\$17.92	\$19.03	\$21.12	\$21.78

**FOR 911 TELECOMMUNICATORS HIRED AFTER RATIFICATION OF THE 2007-2009 CONTRACT**

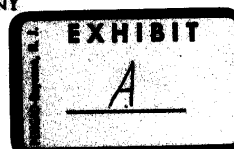
	START	STEP 1	STEP 2	STEP 3	30 MONTHS	42 MONTHS	54 MONTHS
<sup>1</sup> 911 Telecommunicators	\$17.36	\$17.83	\$18.09	\$18.36	\$19.03	\$21.12	\$21.78

Reflects wage increase of 0%

<sup>1</sup>Effective 1/1/09, a \$.50 per hour premium shall be paid to non-probationary employees, classified as 911 telecommunicator, who possess EMD certification, and to probationary 911 telecommunicators beginning at step 1 in addition to their base rate and all other contractual premiums.

The Union acknowledges that the Employer's rights under the Agreement include the right to require employees to maintain EMD certification as a condition of continued employment, provided, however, that the employer exercises that right in a reasonable and non-discriminatory manner.

Step 1 is attained after successfully meeting the training criteria for one console, Step 2 is attained after successfully meeting the training criteria for two consoles, and Step 3 is attained after successfully meeting the training criteria for three consoles. Management has the right to start a new hire 911 telecommunicator with experience at any level up to and including Step 3.



To: Bob Adams  
 From: Ruth Savard  
 Medical Commission: Direct  
 Agency/Agent Submitted: Direct

Date: 8/7/2007  
 Group Name: Kenosha Joint Services

Product: Regional PPO Plan  
 Network: Health EOS Plus

Number of Lives Covered: Single 20 Family 45 Total 65

Effective Date: 9/1/2007 -12/31/2007

Please check box(es)  **Benefit Quoted:** Single Family Monthly\*  
Total  
 \$0 In/600 Out Deductible 100/75% \$885.58 \$1,992.26 \$107,363.30  
 - Copay \$10/20/40 Generic/Brand Preferred/Brand Non-Preferred

Effective Date: 1/1/2008 - 8/31/2008

Please check box(es)  **Benefit Quoted:** Single Family Monthly\*  
Total  
 \$0 In/600 Out Deductible 100/75% \$903.29 \$2,032.11 \$109,510.75  
 - Copay \$10/20/40 Generic/Brand Preferred/Brand Non-Preferred

\*A \$15 monthly administrative fee must be added unless ACH is chosen.

**Benefits Include:**

- Single in network, Out-of-Pocket is \$0
- Family in network, Out-of-Pocket is \$0
- Single out of network, Out-of-Pocket is \$1,750
- Family out of network, Out-of-Pocket is \$3,250
- Mail Order Drug available for 2X Copay
- Mandatory generic incentive applies (waived for 60 days)
- Includes Oral Contraceptives
- Routine Physicals (in network only, unlimited max, subject to office visit copay)
- Office Visits and Urgent Care (\$29 copay, 100% in network, Subject to Deductible and Coinsurance, out of network)
- Emergency Room (\$100 copay, 100% in network, \$200 copay, 100% out of network)
- Inpatient Hospital (\$75 copay, 100% in network, Deductible and Coinsurance, out of network)
- Family Aggregate Deductible is 3X Single
- Lifetime Maximum is \$2,000,000
- Family Aggregate Deductible is 3X Single
- Lifetime Maximum is \$2,000,000
- Well Baby to Age 4 in and out of network
- Dependent/Dependent Student Age 19/25
- Pre-existing 6-12

**Comment Section:**

Health benefits are subject to INS 9 regulations.  
 The medical rates quoted are based upon the quote material submitted and information listed above. WPS reserves the right to adjust rates based upon any disclosure we determine to be material to the quote process, and/or changes to the information listed above. Final rate determination and approval will be given in writing at time of enrollment.

As the group's representative, I, the undersigned, have reviewed and selected the coverages and benefits applied for. I have read and agree to the terms and conditions for final rate and benefit determination:

Group Approval Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

WPS Underwriting fax: 608-223-3823



From: WPS Health Insurance  
 Effective Date: 3/1/2011 with January Anniversary

Date: 1/31/2011  
 Group Name: Kenosha City & County Joint Services

Agency/Agent Submitted: The Horton Group

Product: WPS Group PPO  
 Network: Statewide & Beechstreet

	<u>Single</u>	<u>Family</u>	<u>Total</u>
Number of Lives Covered:	28	46	74

<i>Please check box(es)</i>	<u>Benefit Quoted:</u>	<u>Single</u>	<u>Premium Rates:</u>		<u>Monthly*</u>
			<u>Family</u>	<u>Total</u>	
<input type="checkbox"/>	\$0 In / \$600 Out, Deductible, 100/75% to \$4,600 Rx Copay \$15/\$26/\$46 Generic/Brand Preferred/Brand Non Preferred	\$1,107.00	\$2,490.37	\$145,553.02	

**Benefits include:**

- n Single In Network, Out of Pocket is \$0
  - n Family In Network, Out of Pocket is \$0
  - n Single Out of Network, Out of Pocket is \$1,750
  - n Family Out of Network, Out of Pocket is \$3,250
  - n Mail Order Drug available for 2X Copay
  - n Mandatory generic Incentive applies
  - n Includes Oral Contraceptives
  - n Routine Physicals (In network only, Deductible/Coinsurance Out of Network)
  - n Emergency Room (\$100 copay, 100% in network, \$200 copay, 100% out of network)
  - n Office Visits & Urgent Care (\$32 copay, 100% in network, Subject to Deductible and Coinsurance, out of network)
  - n Occupational, Physical & Speech Therapy (\$32 copay, 100% in network, Subject to Deductible and Coinsurance, out of network)
  - n Specialist Office Visits (\$32 copay, 100% in network, Subject to Deductible and Coinsurance, out of network)
  - n Inpatient Admission Copay (\$140 copay, 100% in network, Deductible and Coinsurance, out of network)
  - n Outpatient Surgery Copay (\$140 copay, 100% in network, Deductible and Coinsurance, out of network)
- n Family Coinsurance is 3X Single
  - n Family Aggregate Deductible is 3X Single
  - n Annual Maximum is \$2,000,000
  - n Pre-existing 6-12
  - n Dependent Age 27

Comment Section:

As the group's representative, I, the undersigned, have reviewed and selected the coverages and benefits applied for. I have read and agree to the terms and conditions for final rate and benefit determination:

Group Approval Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

WPS Underwriting fax: 608-223-3623

WPS