

2009-2011

AGREEMENT

between

COUNTY OF KENOSHA, WISCONSIN

and

KENOSHA COUNTY SOCIAL WORK PRO-
FESSIONAL EMPLOYEES EMPLOYED IN
BROOKSIDE, DIVISION OF CHILDREN & FAMILY SERVICES,
DIVISION OF AGING AND DISABILITY SERVICES,
DEPARTMENT OF JUVENILE INTAKE,
DISTRICT ATTORNEY VICTIM WITNESS, LOCAL 990
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO

PROFESSIONAL

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AGREEMENT

2009-2011

This agreement made and entered into by and between the County of Kenosha, Wisconsin, hereinafter referred to as the County, and the Kenosha County social work professional employees employed in Brookside, Division of Children and Family Services, Division of Aging and Disability Services, Department of Juvenile Intake and District Attorney Victim Witness, Local 990 American Federation of State, County and Municipal Employees, AFL CIO, hereinafter referred to as the Union, is as follows:

ARTICLE I - RECOGNITION

Section 1.1. Bargaining Unit. The County hereby recognizes the Union as the exclusive bargaining agent for Kenosha County social work professional employees employed in Brookside, Division of Children and Family Services, Division of Aging and Disability Services, Department of Juvenile Intake and District Attorney Victim Witness, but to exclude the Board appointed administrative officials, building service employees, clerical employees, and supervisory employees for the purpose of bargaining on all matters pertaining to wages, hours and all other conditions of employment. Effective January 1, 2006, two (2) Victim Witness Assistant positions are accreted into this bargaining unit. Wages, classification, hours, overtime, vacation and holidays for said employees shall remain as the current practice. Employees shall be allowed to retain their seniority for purposes of fringe benefits.

Section 1.2. Management Rights. Except as otherwise provided in this agreement, the County 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 proper 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 the various job classifications; however, whenever a new position is created or an existing position changed, the County shall establish the job duties and wage level for such new or revised position in a fair and equitable manner subject to the grievance and arbitration procedure of this agreement. The County shall have the right to adopt reasonable rules and regulations. Such authority will not be applied in a discriminatory manner. The County will not contract out for work or services where such contracting out will result in the layoff of employees or the reduction of regular hours worked by professional employees at Brookside, Division of Children and Family Services, Division of Aging and Disability Services,

Department of Juvenile Intake and District Attorney Victim Witness.

Section 1.3. Other Employee Groups. The County shall not initiate, create, dominate, aid or support any employee group for any bargaining during the term of this agreement.

Section 1.4. Fair Share. The County hereby recognizes the Fair Share Principle as set forth in Wisconsin Statute 111.70, as amended. The Union, as the exclusive representative of all of the professional employees in Brookside, Division of Children and Family Services, Division of Aging and Disability Services, Department of Juvenile Intake and District Attorney Victim Witness, shall represent all such employees, both Union and non-Union, fairly and equally, and all professional employees in Brookside, Division of Children and Family Services, Division of Aging and Disability Services, Department of Juvenile Intake and District Attorney Victim Witness 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 County shall deduct from the first paycheck of each month an amount, certified by the Treasurer of Local 990 as the uniform dues required of all Union members, from the pay of each professional employee in Brookside, Division of Children and Family Services, Division of Aging and Disability Services, Department of Juvenile Intake and District Attorney Victim Witness. With respect to newly hired employees, such deduction will commence on the month following the completion of 90 days.

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 990 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 990 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 County by such representatives as the Union shall designate. The County will allow three (3) members of Brookside, Division of Children and Family Services, Division of Aging and Disability Services, Department of Juvenile Intake or District Attorney Victim Witness

necessary time off with pay to attend meetings for the negotiation of this contract.

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

ARTICLE III - GRIEVANCE PROCEDURE

Section 3.1. Procedure. Any difference or misunderstanding involving the interpretation or application of this agreement or a work practice which may arise between an employee or the Union covered by this agreement and the County concerning wages, hours, working conditions or other conditions of employment shall be handled and settled in accordance with the following procedure:

Step 1. Any employee who has a grievance shall first discuss it with the employee's immediate supervisor with or without the presence of the steward at the employee's option. The employee and the immediate supervisor shall both sign and retain a copy of a "Confirmation of Step 1 Grievance" form. The immediate supervisor shall provide a copy of said form to the Chief Steward of the local as well as the First Unit Chair of the unit. The immediate supervisor shall respond to the grievant and the union within 10 working days following the meeting.

Step 2. If the grievance is not resolved at Step 1, within 10 working days after the immediate supervisor's answer to the grievant, the Union shall request a meeting with the division director (if absent the department head); or if applicable the elected official; or in offices without a department head, a divisional director, or an elected official, the office head. The request shall take the form of a written grievance on a form provided by the Union, which shall be in triplicate and attached to a copy of the "Confirmation of Step 1 Grievance" form. A copy of the written grievance shall be furnished by the Union to the County's Director of Personnel Services and to the Union's Council 40 Representative.

Step 3. The meeting with the division director (if absent the department head) or if applicable the elected official; or in offices without a department head, a divisional director, or an elected official, the office head; the aggrieved, the steward and/or other representatives of the Local shall be held within 10 working days of receipt of said grievance. The division director (if absent the department head); or if applicable the elected official; or in offices without a department head, a divisional director, or an elected official, the office head, shall give an answer in writing to the Union Representative who signed such grievance within ten working days of this meeting.

Step 4. In the event the grievance is not satisfactorily adjusted in Step 3, the Union may appeal the grievance to the

Administration Committee of the County Board by notifying the Administration Committee of the County Board in writing with a copy to the Division of Personnel Services within 10 working days of completion of Step 3. This appeal shall state the name of the aggrieved, the date of the grievance, the subject and the relief requested. The Administration Committee and the Union shall meet to discuss the grievance within ten (10) working days of the written appeal. If the Administration Committee fails to give its disposition of the grievance in writing to the Union within ten (10) working days after the date the parties have met to discuss the grievance, it shall be settled in favor of the grievant. The parties may mutually agree to extend the time limit at this step in accordance with Section 3.3.

Step 5. All grievances which cannot be adjusted in accord with the above procedure may be submitted for decision to an impartial arbitrator within ten (10) working days following receipt of the County's answer to Step 4 above. The arbitrator shall be selected by mutual agreement of the parties; or, if no such agreement can be reached within five (5) working days after notice of appeal to arbitration, the Union or the employer may request two (2) panels of seven (7) arbitrators each from the WERC staff. The arbitrator shall be selected from the panel by each party alternately striking a name from the panel until only one (1) name remains, the party desiring arbitration striking the first name. Expenses of the arbitrator 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 County.

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 except Step 4 the County'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 County's last answer.

Section 3.3. Extension of Time Limits. Additional days to settle or move a grievance may be extended by mutual agreement. No retroactive payments on grievances involving loss of pay shall be required of the County prior to ninety (90) calendar days before the date the grievance was first presented in writing.

Section 3.4. Time Limits for Filing Grievances. Any grievance shall be presented within ten (10) working 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. All "I'm disappointed" letters, corrective actions, and written verbal warnings will remain in the employee's personnel file for six months and after that would be closed within the employee's file. After six months, these actions will not be considered in future disciplines.

Written reprimands will remain in an employee's department personnel file for one (1) year from date of issue. After one (1) year, such reprimands will be removed to a closed file in the Personnel Department; and shall not be used in case of discipline.

The foregoing procedure shall govern any claim by an employee that he has been disciplined or discharged without just cause. Should any action on the part of the County 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 5 during the daily schedule of hours with no loss in wages for stewards, officers or employees involved in handling said matter. The Local shall be allowed to have Union representatives deemed necessary by the Local at any or all grievance meetings. Employees shall have the right to present their grievances without fear of any penalty or repercussion.

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 County for the posting of job vacancies. Such bulletin boards may be used for the posting of Union notices. The County agrees to post copies of this agreement within five (5) days after it has been approved by the parties.

Section 4.2. Communication of Union Business. Union members/officers may utilize electronic mail and/or facsimile equipment for communication of union business with the

understanding e-mail will not be used to create a group for the entire membership. Union should also keep in mind there is no privacy related to these e-mails.

ARTICLE V - HOURS

Section 5.1. Workday and Workweek - Defined. The standard workday shall not exceed eight (8) hours, and the standard workweek shall not exceed five (5) days, or a total of more than forty (40) hours in any one (1) workweek from Monday to Friday inclusive.

Section 5.2. Compensatory Time Off. Compensatory time off at a rate of time and one-half (1-1/2) shall be allowed for all hours worked in excess of eight (8) hours on a regular workday (Monday through Friday inclusive) or in excess of forty (40) hours, (for which overtime pay or compensatory time off has not been previously allowed) in any calendar week or pay period.

Compensatory time may be accumulated during the period December 1 to June 1 and the period June 2 to November 30 of any calendar year. Any accumulated unused compensatory time off which has not been used at the close of the above six (6) month period shall be paid for as earned wages or salary, on the first payroll following June 1 or December 1 of each year.

Section 5.3. Flex Hours. Notwithstanding the provisions of Section 5.1, 5.2 and 9.1, with management approval, employees may flex up to six hours in a week and it will not be unreasonably denied.

Section 5.4. Emergency Closing of Courthouse, Social Services, and Other Departments.

- (a) Closing Prior to Start of Shift. In the event it becomes necessary to close the Courthouse, Social Services or any other department, due to an emergency situation beyond the control of management, the County Executive or his designee will make every reasonable effort to notify employees through the media at least one hour prior to the beginning of the shift of the closing of County offices, in which case employees will not be paid for the duration of the closing.
- (b) Closing After Start of Shift. In the event it becomes necessary to close the Courthouse, Social Services, or other departments during the course of the normal business day, due to an emergency situation beyond the control of management, affected employees will be notified of the closing as soon as practically possible and employees affected by the closing shall be paid for the

first half of their shift if they are sent home during the first half of their shift and shall be paid for the entire day if sent home at any time during the second half of their shift.

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. Until a probationary employee has acquired seniority, he shall have no re-employment rights in case of layoff.

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 County, in exercising its right 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 extend beyond ninety (90) days.

Section 6.4. Layoff. In the event it becomes necessary to reduce the number of professional employees in the bargaining unit, the probationary employees shall be the first to be laid off and then the professional employees with the least seniority in the bargaining unit. Professional 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 three (3) years. When professional vacancies occur in the bargaining unit while any professional 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. It is the responsibility of laid-off employees to promptly inform the personnel department of any change of mailing address.

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 County. If an employee fails to give such notice, any earned vacation pay shall be forfeited. Earned vacation time or casual days shall not be counted toward the two (2) weeks' required notice.

Section 6.6. Loss of Seniority and Termination. 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 County 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. Retention of Seniority. For the purpose of fringe benefits only, such as vacation, holidays, retirement, etc., an employee's seniority shall continue if transferred from one (1) County department or facility to another. For promotions or job retention, seniority shall apply.

Section 6.8. Union Officer Layoff Seniority. For the purpose of layoff only, the officers of the local Union shall head the seniority list. The Union shall furnish the County a written list of the names of the officers, and shall promptly notify the County of any changes which occur during the life of this Agreement.

ARTICLE VII - JOB POSTING

Section 7.1. Procedure. Notice of vacancies which are to be filled due to retirement, quitting, new positions, or for whatever reason, shall be posted on all bulletin boards within five (5) working days; and employees shall have a minimum of five (5) workdays (which overlap two (2) consecutive weeks) to bid on such posted job. The successful bidder shall be notified of his/her selection and his/her approximate starting date within five (5) workdays.

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, or they may in writing notify the department head of their application. When an employee is absent from work, his steward or union officer may sign said posting for such absent employee.

Section 7.3. Seniority - Filling of Vacancies. In filling a vacancy, the employee signing with the greatest seniority in the bargaining unit shall be given first consideration, except as provided in Section 7.4 below.

In the event that a position is vacated and no qualified applicant is available or desires to bid, then the County shall be able to fill the position at the next lower classification. However, when the employee filling the position qualifies for the higher rated job, he or she will automatically be reclassified to do the higher rated position.

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 part-time employees or new applicants.

Section 7.5. Probationary Period. Employees filling promotional vacancies shall be on a probationary period for thirty (30) 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 for Bidding. A social work professional employee employed in Brookside, Division of Children and Family Services, Division of Aging and Disability Services, Department of Juvenile Intake and District Attorney Victim Witness who successfully bids on a job shall not be eligible to bid on another job for a period of six (6) months, unless such job is in a classification paying a higher wage.

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 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. Effective January 1, 2003, reclassifications of employees shall be governed by Appendix "E". No employee on the payroll as of January 1, 2003 will be demoted to a lower classification. Any employee who does not meet the requirements for reclassification, yet is employed in a category that will be eliminated or redefined, will be subject to the grandfather clause (further articulated in the Tentative Agreement dated 10/16/03) and retain his or her current position until said requirements are met and the reclassification can commence.

ARTICLE VIII - WAGES

Section 8.1. Wages. "Job Classification and Rate Schedules" for January 1, 2009 through December 31, 2011 shall be attached to this Agreement as Appendices "A" through "C", and made a part hereof.

Section 8.2. Retirement Fund Contribution. The County agrees to pay the employee's share to the Wisconsin Retirement Fund. This contribution is in addition to the County'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. Employees going to a higher rated job through a job posting or reclassification 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. Reclassification Notification. The Union will be notified in writing by the County's Labor Relations and Personnel

Department when reclassification requests are initiated by either employees or department heads.

Section 8.8. Completion of Probationary Period. Upon successful completion of the initial probationary period, the employee shall receive a one-step increase to be granted effective the first day of the pay period following completion of probation.

Section 8.9. Former Employee. A former permanent employee of the bargaining unit who is rehired shall be paid at least PSICM.

Section 8.10. Certification. The County will pay for fees and/or training associated with maintaining a social worker's certification.

ARTICLE IX - OVERTIME

Section 9.1. Outside Shift Hours. Hours worked outside an employee's regular shift shall be paid at a rate equal to one and one-half (1-1/2) times the employees regular rate of pay.

Section 9.2. Weekly. Hours over forty (40) per week shall be paid at a rate equal to one and one-half (1-1/2) times the employees regular rate of pay. Excused absences such as sick leave, vacations, holidays, etc., shall be considered hours worked in computing the forty (40) hour week.

Section 9.3. Overtime Distribution. Overtime shall be divided as equally as possible.

Section 9.4. Call-In Pay. An employee called to work outside of his regular work schedule shall receive a minimum of two (2) hours' work or pay at the required overtime rate.

Section 9.5. No Pyramiding. There shall be no pyramiding of any overtime pay and/or premium pay.

ARTICLE X - VACATIONS

Section 10.1. Entitlement. All full-time employees who shall have six (6) months continuous service by June 1st, shall receive one (1) week of vacation with pay at the regular rate for forty (40) hours of work; all employees having had one (1) year or more of service by June 1st, shall receive two (2) weeks of vacation with pay at the rate of eighty (80) hours of work. All employees with seven (7) years or more of service shall receive three (3) weeks of vacation with pay at the regular rate of one hundred twenty (120) hours of work provided, however, any employee reaching his seventh (7th) anniversary date during the calendar year shall be entitled to three (3) weeks of vacation during such calendar year. All employees who have completed fifteen (15)

years of continuous service with Kenosha County shall be eligible to four (4) weeks of vacation with pay at the regular rate of one hundred sixty (160) hours of work and shall be so entitled in the year in which they accumulate such continuous service. All employees who have completed twenty-five (25) years of continuous service with Kenosha County shall be eligible to five (5) weeks of vacation with pay at the regular rate of two hundred (200) hours of work and shall be so entitled in the year in which they accumulate such continuous service.

Section 10.2. Termination. Any employee who is entitled to a vacation or casual day(s) at the time of terminating his service with the County shall be paid for his vacation or casual day(s) at the time of severing his status; and if said employee has earned any pro-rata credit for his subsequent vacation, such vacation credit shall be paid in a proportionate ratio. This section shall not apply if the employee fails to comply with the second paragraph of section 6.5.

Section 10.3. Vacation Year. Employees who have one (1) year of service or more by June 1 may take their vacation and receive their vacation pay at any time from January 1st to December 31st. Employees who have at least six (6) months service, but less than one (1) year, by June 1st, may take their vacation at any time from January 1st to December 31st, but will not receive their vacation pay prior to June 1st.

Section 10.4. Scheduling. Vacation preference shall be selected on the basis of bargaining unit seniority by May 1st of the year vacation is to be taken. The employee with the most seniority makes the first selection and so on, but the employees can mutually switch vacation periods if it can be done without inconvenience to the County. Employees not making a vacation selection by May 1st must take vacation from vacation periods remaining. Up to five (5) days of vacation may be taken in one-half (1/2) day increments, with the approval of the department head. Vacation time may be taken in hourly increments.

Section 10.5. Emergency Leave. Up to five (5) days' emergency leave may be granted to each employee, provided the employee notifies the department head before taking the time off. Such leave shall be charged against vacation time.

Section 10.6. Retirement. All accrued vacation shall be paid in a lump sum upon retirement.

Section 10.7. Carry Over of Unused Vacation. Employees who have three (3) or more weeks vacation shall be able to carry over one (1) week of vacation into the succeeding year at the employee's sole discretion.

ARTICLE XI - HOLIDAYS

Section 11.1. Number of Holidays. The paid holidays are as follows: 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. Eligibility. Any 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. However, the day before and the day after shall be waived in the case of an employee who has an excused absence.

Section 11.3. Holiday During Vacation. If the holiday comes during the employee's vacation, he shall be granted an additional day off with pay at the beginning or the end of his vacation period or by mutual agreement at some other time.

Section 11.4. Saturday or Sunday Holiday. If the holiday falls on a Saturday, the paid holiday shall be observed on the preceding Friday. If the holiday falls on a Sunday, the following Monday shall be considered the paid holiday.

ARTICLE XII - ACCIDENT AND SICKNESS PAY MAINTENANCE PLAN

Section 12.1. Accident and Sickness Pay Maintenance Plan. Effective January 1, 1975, an Accident and Sickness Pay Maintenance Plan was established. The following benefits will be paid in a case of non-occupational accident or illness.

- (a) All regular full-time employees will receive thirty (30) calendar days at full pay with coverage starting on the first day of accident, (if authorized by a physician), first day of hospitalization, first day of out-patient surgery and seventh (7th) day of illness.
- (b) From the 31st day to the 365th day, an employee will receive two-thirds (2/3rds) of his regular pay. Regular pay means forty (40) times the employee's regular straight-time hourly rate.
- (c) Benefits under this plan are not limited to one (1) accident or one (1) illness per year, but are available any time an employee has an accident or becomes ill; provided that if an employee has received benefits hereunder and there should be a recurrence of the same condition or illness, no waiting period will apply if there is a recurrence within two (2) weeks of return to work, if there is a recurrence after two (2) weeks on the job, another waiting period will apply.
- (d) No payments will be made under the Accident and Sickness Insurance Plan unless the employee submits an application for benefits and a doctor's statement shall

be submitted to the Personnel Department Office who will make the necessary arrangements for the payment of benefits.

- (e) If, while an employee is being paid under the Accident and Sickness Insurance Program, a wage increase occurs during this absence, he will be paid benefits reflecting such increase.
- (f) Benefits will be paid under the Accident and Sickness Pay Maintenance Plan for pregnancy or for any matter relating to pregnancy. The benefits will start after a physician has certified that the employee is no longer able to work on account of disability resulting from pregnancy, and shall continue until such time as the doctor certifies that the employee is able to return to work.

Section 12.2. Casual Days. Except as otherwise provided below, every employee, in addition to the above coverage, will be entitled to five (5) casual days off if employed on January 1 of any calendar year which may be used for any purpose.

Employees hired after January 1 of any calendar year will earn casual days in accordance with the following schedule, during the first calendar year in which they are employed.

During the first ninety (90) days of service in the calendar year hired - None

During the two (2) months in the calendar year hired immediately after the probationary period - One (1) Casual Day

During the next two (2) succeeding months in the calendar year hired - One (1) additional Casual Day

During the next two (2) succeeding months in the calendar year hired - One (1) additional Casual Day

During the next two (2) succeeding months in the calendar year hired - One (1) additional Casual Day

During the next two (2) succeeding months in the calendar year hired - One (1) additional Casual Day

Provided that, in each of the above instances, an employee must work fifty percent (50%) or more of the workdays in order to be credited with a month of service.

This provision shall not affect any employee hired prior to January 1, 1979.

- (a) Time off without pay shall not be granted if an employee has unused vacation days, except in case of illness, or unused casual days.
- (b) Casual days will be granted if written notice of the employee's intent to take such days is received by his/her department head at least twenty-four (24) hours prior to the scheduled date of such time off. The employee need not give any reason for the casual day taken under this subsection.

In the event of an emergency, shorter advance notice will be acceptable and a casual day will be granted by the department head.

- (c) If an employee is unable to report to work due to sickness, the employee must notify his or her department head not later than one-half (1/2) hour before his scheduled starting time. The employee shall state the reason for his absence and the expected leave of absence. Any days taken under this section shall be charged to an employee's remaining casual days.
- (d) Any casual days not used during a year will be paid to the employee on or before March 1st following the end of the calendar year.
- (e) Casual days may be used in less than full day or less than half (1/2) day increments for personal business, doctor or dental appointments.
- (f) If an accident occurs while an employee is on a casual day, the employee will not be charged for the casual day if the accident occurs before noon.

Section 12.3. Proof of Disability. The County shall have the right to require the submission of adequate medical proof of the employee's disability due to accident or illness. Should there be an extended period of disability, the County shall have the right to require periodic medical proof of the employee's disability.

Section 12.4. Injury or Illness on Job. If any employee appears to be injured or ill while on the job, or there is reason to believe that an employee needs medical attention, his supervisor shall have the right to require the employee to furnish a statement from a licensed physician before returning to work that the employee is capable of performing the work required by his job. The County shall send such employee to the doctor at its expense on working time.

ARTICLE XIII - JURY DUTY

Section 13.1. Any 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 Treasurer 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. Time Spent in Armed Forces. Any employee who enters the Armed Forces of the United States while employed with Kenosha County shall have the period spent in the Armed Forces considered as time spent working in computing their vacation.

Employees called upon or who enlist 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/her regular pay for such training or service (not to exceed two (2) weeks for any one (1) call up), provided he/she shall deposit his/her military base pay with the County Treasurer and receive his/her regular pay in turn.

ARTICLE XV - FUNERAL LEAVE

Section 15.1. Immediate Family. In the event of a death of an employee's father, mother, husband, wife, brother, sister, son, daughter, grandchild, father-in-law, mother-in-law, or daughter or son-in-law, or step-parent or stepchild (a step-child is one living with or who was raised by the step-parent), such employee will be paid for straight time lost from scheduled work not to exceed three (3) working days within a seven (7) day period following the date of death, except in special circumstances.

Section 15.2. Other Family. In the event of a death of an employee's brother-in-law, sister-in-law, grandparent, great grandparent or great grandchild, such employee will be paid for straight time lost from scheduled work not to exceed one (1) scheduled workday falling between the date of death and the date of the funeral, both inclusive, except in special circumstances.

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 date of 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 absence; except that if an employee is absent due to back and/or neck injuries caused during the course of his duties, he shall receive his regular wage for a period of six (6) months only, and thereafter the employee shall receive compensation in accordance with the Wisconsin Worker's Compensation Act. 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 a payroll check for the difference between 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.

ARTICLE XVII - OTHER LEAVE

Section 17.1. Personal. Applications for leave of absence for personal reasons shall be made in writing to the department head with a copy to the Union. 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. The department head may grant a personal leave of absence without pay for thirty (30) calendar days or less. Leaves of absence without pay for more than thirty (30) calendar days but not exceeding six (6) months may be granted by the department head with the approval of the County Board Committee responsible for the department. Personal leaves of absence requested for a period in excess of six (6) months may be granted by the department head with the approval of the County Board of Supervisors.

Section 17.2. Leave of Absence Due to Illness. Employees receiving benefits under the Accident and Sickness Pay Maintenance Plan shall be considered on illness leave of absence for the duration of the accident and sickness payments and for one (1) additional year thereafter. An employee who is unable to return to regular employment and do the work assigned at the end of that period of time will be terminated unless the County and Union

mutually agree, in writing, to extend the employee's seniority for an additional period of time.

Section 17.3. Education. Leaves of absence 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 17.4. Veteran's Education. Any veteran of the Armed Forces of the United States of America shall be granted an authorized leave of absence to pursue studies under the G.I. Bill of Rights or any subsequent government veteran's training program, provided that such training can be of value to the County's personnel requirements.

Section 17.5. Pregnancy Leave. Whenever an employee becomes pregnant, she shall furnish the County with a certificate from her physician stating the approximate date of delivery, the nature of work she may do, and the length of time she may continue to work. Thereafter, upon request of the County, she shall furnish an additional certificate containing like information every thirty (30) to forty-five (45) days. An employee shall be allowed to work as long as she has her doctor's permission to do so, and when no longer permitted to work by her doctor, will be placed on pregnancy leave. Such leave shall automatically extend for three (3) months from the date of delivery; however, if the employee chooses to return to work within the three (3) month period, she shall be allowed to do so, provided she has obtained her doctor's permission.

Section 17.6. 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 County 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 17.7. Union Notification. The Union shall be notified in writing by the department head 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 shall continue to accrue during an authorized leave of absence.

ARTICLE XVIII - INSURANCE

Section 18.1. Hospital-Surgical. For the duration of this Agreement, the County shall provide a comprehensive hospital-surgical-major medical coverage policy and a \$25 deductible dental plan. The County will continue to provide a Dental Maintenance Organization (currently Dental Associates) with a \$2,200 annual cap, a \$20 co-pay and a 50% split on orthodontia. Effective

January 1, 2007, the Dental Associates annual cap will increase to \$2,500 per eligible participant. Active employees will have the option of choosing one of two Network options, In-Network or Out-of-Network. Said option must be executed during the open enrollment period which will last for one month, from October 1 through October 31 of the current year.

In Network	Out-of-Network
<p>A. All physician visits and all diagnostic lab, x-ray, CT scan, MRI, etc., subject to the following co-pay with a cap of 40 visits for single/60 visits for a family of two/and 80 visits for a family of three or more:</p> <p style="margin-left: 40px;">2009 \$31 2010 \$32 2011 \$33</p> <p>B. All in-patient and out-patient and ER visits subject to the following:</p> <p style="margin-left: 40px;">In-Patient and Out-Patient 2009 - \$120 2010 - \$140 2011 - \$150 ER \$ 100</p> <p>Any admission or referral to a physician to schedule either In- or Out-Patient surgery within five days of an ER visit will not be subject to the In- or Out-Patient deductible.</p> <p style="margin-left: 40px;">In-office surgical procedure* 2009-2011 \$50.00 *Only one co-pay, the greater of medical co-pay/in-office surgical applies.</p> <p>C. Ambulance Service Co-payment \$ 60 (2009-2011)</p>	<p>A. All claims subject to a \$600 deductible to a maximum of three (3) per family.</p> <p>B. After the deductible is satisfied, co-insurance of 75%/25% on the next \$7,000 (\$1,750) single and \$13,000 (\$3,250) family.</p> <p>C. All in-patient and out-patient and ER visits subject to the deductible and the 75%/25% split in "B" above.</p>
<p><u>Rx – Co-Pays</u> Generic – 2009 - \$10.00 ** 2010 - \$11.00 ** 2011 - \$12.00 ** Formulary Brand - \$22.00 ** Non-formulary Brand - \$44.00 **</p>	<p><u>Rx – Co-Pays</u> Generic – 2009 - \$10.00 ** 2010 - \$11.00 ** 2011 - \$12.00 ** Formulary Brand - \$22.00 ** Non-formulary Brand - \$44.00 **</p>
<p>** two co-pays for 90 day supply</p>	<p>** two co-pays for 90 day supply</p>
<p>DENTAL</p> <ul style="list-style-type: none"> • Annual cap = \$2,500 • No deductible • Co-pay = \$20/visit • Orthodontia coverage = 50% split • Routine cleaning & x-rays = free twice a year 	<p>DENTAL</p> <ul style="list-style-type: none"> • Annual cap = \$1,250 • \$25 deductible per person • Preventive & basic services = 80%/20% split on usual & customary charges • Major & prosthodontic services = 50% split • Orthodontia coverage = \$1,000 lifetime

- (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 County agrees to maintain hospital-surgical-major medical and dental 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 County during such period of total disability until such employee becomes eligible for coverage under any present or future federal hospital-surgical-major medical insurance plan; and
- (e) An employee who is out due to illness shall continue to receive coverage paid by the County for six (6) months after such employee exhausts his Pay Maintenance Plan benefits. Such employee can continue coverage for an additional six (6) month period by paying, in advance, to the Personnel Department the monthly premium as set by the County for his coverage.
- (f) PLAN ONE. (Standard Plan - Current Retirees Only) This health insurance plan shall incorporate a major medical deductible of 100/300, 80% (County)-20% (employee) on next \$10,000, including outpatient diagnostic and x-ray, supplemental hospital and emergency medical benefits.
- (g) PLAN TWO. (Pyramid Plan - Current Retirees Only) This health insurance plan shall incorporate an overall policy deductible of \$100.00/single, \$300.00/family with an 80%/20% split on the next \$3,000, (80% County/20% Employee). The former deductible of \$100.00/\$300.00 with an 80%/20% split on the next \$10,000.00 (major medical) has been eliminated.
- (h) PLAN THREE. (Flex Plan - Current Retirees Only) This health insurance plan shall incorporate an overall policy deductible of \$200.00/single, \$600.00/family with an 80%/20% split on the next \$5,000, (80% County/20% Employee) and a drug plan of \$0/\$6. This plan requires precertification for in-patient elective surgery, out-patient elective surgery, non-emergency use of emergency room, and emergency hospital confinement with a penalty of \$100.00 for failing to obtain precertification. **NOTE: Retirees are not eligible for flexible spending accounts.**

- (i) Active employees shall no longer be eligible for the Standard, Pyramid or Flex Plan.
- (j) Current retirees on the Standard Plan may remain on the Standard Plan but can switch to the Pyramid, Flex or In/Out Network Plans at open enrollment. Retirees who change plans may not switch back. Retirees currently on the Pyramid plan may switch to the Flex or In/Out Network plan at open enrollment, but may not switch back. Retirees currently on the Flex Plan may switch to the In/Out Network plan, but may not switch back. New retirees are only eligible to enroll in the In/Out Network plan until amended by Section 18.2. Retiree benefits shall include an out-of-network option.
- (k) Open enrollment opportunity to be offered annually to active employees and to retirees.
- (l) If employee is covered in the county's traditional dental plan, increase orthodontia from \$800 to \$1,000.
- (m) The County will make available to active members any improved plan that is voluntarily agreed to by the County with any other county union.
- (n) All employees who choose to be in one (1) of the current two (2) Network options shall receive a county contribution to their Flex accounts of \$400.00 single or \$800.00 family. Network to be determined from time to time by the County. All employees participating in the network options after July 1 of a given year will receive 50% of the flex account that year. Ninety day prescriptions are treated as one co-pay for generics and two co-pays for preferred and non-preferred brands but only if the health provider's prescription specifies 90 days and only if the drug is identified as a maintenance drug by the Plan Administrator.
- (o) Employees enrolled with an out-of-network provider will receive \$200 annually for a physical, or a physician-ordered stop smoking, weight loss or exercise program. Employees enrolled with an in-network provider will receive \$200 annually for a physician-ordered stop smoking, weight loss, or exercise program. Effective 1/1/10, both in-network and out-of-network plans will provide \$250 for a physical, or a physician-ordered stop smoking, weight loss or exercise program.

Section 18.2. Retirees. Employees who retire who are 60 years of age and have had 15 years of continuous employment with the County immediately preceding retirement, shall retain hospital-surgical-major medical and dental 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 County'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.

For employees not covered by the preceding paragraph, retiring employees may voluntarily continue the hospital-surgical-major medical and dental coverage. Each retired employee who elects to continue said coverage shall pay the entire cost of said coverage.

Any retiring employee electing to carry said coverage after retirement shall so notify the Personnel Department in writing at least thirty (30) days before the effective date of his/her retirement. Said retired employee shall also be required to pay the monthly premium for said coverage to the Personnel Department one (1) month in advance.

Retiring employee for the purpose of this provision is defined as any employee who retires during the duration of this Agreement.

Employees who retire who are 58 or 59 years of age and have had 30 or more years of continuous employment with the County immediately preceding retirement, shall retain hospital, surgical, major medical, and dental coverage with 50% of the cost of said coverage to be paid by the employee. Upon attaining the age of 60, the employee shall be covered by the provisions of the above paragraph.

Effective 1/1/07, employees who retire who are 57 to 60 years of age and have had 30 or more years of continuous employment with the County immediately preceding retirement, shall retain hospital, surgical, major medical, and dental coverage with 50% of the cost of said coverage to be paid by the employee. Upon attaining the age of 60, the employee shall be covered by the provisions of the above paragraph.

Employees who retire on or after 12/31/08 shall receive the same health insurance benefits and remain in the same risk pool as active employees.

Section 18.3. Meetings with Insurance and Administration Committees. Representatives of the Union shall be permitted to meet with the Insurance and Administration Committees of the County Board annually to discuss the insurance program and the costs of such insurance program.

Section 18.4. Life Insurance. The Wisconsin Group Life Insurance plan shall be continued. The County 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 schedule of Article IV.

Section 19.2. Temporary Employees. Employees who are employed on a temporary basis shall not receive fringe benefits.

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 June 1 of the previous year and May 31 of the current 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 June 1 of the previous year and May 31 of the current 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-half (1/2) of the amount he would have received if he had been employed as a full-time employee.

Part-time employees who have worked 1560 hours or more in the period between June 1st of the previous year and May 31st of the current 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 last previous calendar quarter (January, February and March are the first calendar quarter) 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 last previous calendar quarter 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 last previous calendar quarter 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 last previous calendar quarter 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 County will pay hospital and surgical insurance premiums for part-time employees pro-rated against the amount paid by the County 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 County will pay a prorata 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 county employees shall be controlled by the regulations set up by the state agency administering the fund from which such benefits are paid.

- (e) Accident and Sickness Pay Maintenance Plan. Coverage for part-time employees shall be pro-rated on the basis of hours actually worked to a regular forty (40) hour workweek.

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 County 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 County shall make sufficient copies of this Agreement to provide each employee with a copy and such additional copies as the Union deems necessary for its purposes.

Section 21.2. Maintenance of Forty (40) Hour Workweek. The County shall make every reasonable effort to operate its projects so as to maintain a forty (40) hour week.

Section 21.3. Safety Devices. The County shall furnish proper safety devices for all work.

Section 21.4. Use of Automobile. All employees required to use their private automobile for County business shall receive the same mileage reimbursement rate as applies to the county board of supervisors.

Section 21.5. Equal Opportunity. There shall be no discrimination with respect to the 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 21.6. Court Action Against Professional Employees. Whenever any employee is proceeded against in his official capacity, or as an individual because of act committed while carrying out his duties as an officer or employee, the County shall pay all reasonable attorney's fees, costs of defending the action and any judgment against the employee unless the Court or jury finds that the employee did not act in good faith or judgment.

Section 21.7. 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 21.8. CETA Employees. In the event a CETA employee becomes a regular employee of the County, their seniority date, for job posting, vacation preference, and "bumping" purposes will begin on the first day of regular employment. Coverage for fringe benefits already in effect will be continuous from the effective date of coverage as a CETA employee.

Section 21.9. Physical Examination. No employee shall suffer a loss of straight time compensation when an employee's scheduled required physical examination extends into his scheduled work time through no fault of such employee.

Section 21.10. Professional Allowance. A professional allowance of \$350 will be provided in each year of the contract to be used for business related expenses, including, but not limited to, business related car insurance, continuing education, etc. Said allowance will not be paid before the first payroll in April.

ARTICLE XXII - MAINTENANCE OF BENEFITS

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

ARTICLE XXIII - SEPARABILITY

Section 23.1. 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 XXIV - WAIVER AND ENTIRE AGREEMENT

Section 24.1. The County and Union for the life of this Agreement, each voluntarily and unqualifiedly waives 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 XXV - DURATION

Section 25.1. Term. This Agreement shall become effective January 1, 2009, 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 the date of the July meeting of the County Board.

Section 25.2. Negotiations. Negotiations of a new agreement, subsequent to receipt of the above-required notice, shall be pro-

cessed 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, except that if the new agreement is not reached by the date of the February meeting of the County Board, then the effective date shall be subject to agreement as determined through negotiations.

Witness our hands and seals this ____ day of _____, 2009, in the City of Kenosha, County of Kenosha, State of Wisconsin.

KENOSHA COUNTY

KENOSHA COUNTY SOCIAL WORK PROFESSIONAL EMPLOYEE EMPLOYED IN BROOKSIDE, DIVISION OF CHILDREN AND FAMILY SERVICES, DIVISION OF AGING AND DISABILITY SERVICES, DEPARTMENT OF JUVENILE INTAKE, AND DISTRICT ATTORNEY VICTIM WITNESS, LOCAL 990

County Executive

1st Unit Chair

Personnel Director

2nd Unit Chair

Corporation Counsel

District Representative

SIDE LETTER AGREEMENT

BETWEEN

County of Kenosha, Wisconsin
and
Local 990, Professionals, AFSCME, AFL-CIO

This Letter Agreement made and entered into by and between the County of Kenosha, Wisconsin, hereinafter referred to as the "County", and its Local AFSCME unit, Local 990, AFL-CIO, Kenosha County Social Work Professional Employees Employed in Brookside, Division of Children and Family Services, Division of Aging and Disability Services, Department of Juvenile Intake and District Attorney Victim Witness, hereinafter referred to as the "Union", is as follows:

Kenosha County shall maintain the current 25 social worker positions on first shift, (defined as 8:00 a.m. to 5:00 p.m., Monday through Friday). Any position in excess of 25 may be scheduled on second shift (defined as 8 hours per day, not ending later than 10:00 p.m., Monday through Friday).

Second shift employees shall receive a shift differential of 25 cents per hour.

Any vacancy which occurs on any shift must be filled on the shift in which the vacancy occurs. Kenosha County agrees to make all reasonable efforts to fill vacant positions within 60 days (calendar) of said vacancy.

The accreted positions in the District Attorney's Office and at Brookside Care Center shall not affect the current minimum number of social work positions.

Witness our hands and seals this ___ day of _____, 2009 in the City of Kenosha, County of Kenosha, State of Wisconsin.¹

KENOSHA COUNTY

KENOSHA COUNTY SOCIAL WORK PROFESSIONAL EMPLOYEE EMPLOYED IN BROOKSIDE, DIVISION OF CHILDREN AND FAMILY SERVICES, DIVISION OF AGING AND DISABILITY SERVICES, DEPARTMENT OF JUVENILE INTAKE, AND DISTRICT ATTORNEY VICTIM WITNESS, LOCAL 990

¹ Original date of this side letter agreement was May 2, 1989.

County Executive

1st Unit Chair

Personnel Director

2nd Unit Chair

Corporation Counsel

District Representative

SIDE LETTER AGREEMENT

BETWEEN

County of Kenosha, Wisconsin

and

Local 990, Professionals, AFSCME, AFL-CIO

This Letter Agreement made and entered into by and between the County of Kenosha, Wisconsin, hereinafter referred to as the "County", and its Local AFSCME unit, Local 990 Professionals, AFL-CIO, hereinafter referred to as the "Union", is as follows:

During the term of this agreement, all professional employees in this bargaining unit will receive four (4) additional vacation days in each year of the contract.

Vacation days in this side letter agreement cannot be carried over. Vacation days will not be used as comparables by either the County or AFSCME.

This side letter agreement will sunset on December 31, 2011.

Witness our hands and seals this ____ day of _____, 2009, in the City of Kenosha, County of Kenosha, State of Wisconsin.

KENOSHA COUNTY

KENOSHA COUNTY SOCIAL WORK PROFESSIONAL EMPLOYEES EMPLOYED IN BROOKSIDE, DIVISION OF CHILDREN AND FAMILY SERVICES, DIVISION OF AGING AND DISABILITY SERVICES, DEPARTMENT OF JUVENILE INTAKE, AND DISTRICT ATTORNEY VICTIM WITNESS, LOCAL 990

County Executive

1st Unit Chair

Personnel Director

2nd Unit Chair

Corporation Counsel

District Representative

SIDE LETTER AGREEMENT

BETWEEN

County of Kenosha, Wisconsin

and

Local 990, Professionals, AFSCME, AFL-CIO

This Side Letter Agreement made and entered into by and between the County of Kenosha, Wisconsin, hereinafter referred to as the "County", and its Local AFSCME Union, Local 990 Professionals, AFSCME, AFL-CIO, hereinafter referred to as the "Union", is as follows:

The County voluntarily agrees to accrete the employment position Victim Witness Professionals into the Union. Pursuant to this Agreement, Victim Witness Professionals will assume the job classification Social Worker I and earn wages and benefits consistent with the Classification and Rate Schedule presented as an Appendix in the Collective Bargaining Agreement. The parties further agree to place the two employees currently holding the position of Victim Witness Professional into the Classification and Rate Schedule in the following manner:

- Mr. Brian Stuht shall be grandfathered in and placed at the pay scale of a Social Worker V at the 132 months level. Mr. Stuht shall be eligible to be classified as a Social Worker consistent with Appendix E of the Collective Bargaining Agreement.
- Ms. Rhonda Jolly will be classified as a Social Worker IV and be placed at the 84 month earnings level, however will remain at \$25.99/hour for the balance of 2006. Effective in 2007 Ms. Jolly shall receive step increases per Appendix B and C and will be eligible to be reclassified as a Social Worker V consistent with Appendix E of the Collective Bargaining Agreement.

The effective date of accretion is March 1, 2006.

Witness our hands and seals this ____ day of _____, 2009, in the City of Kenosha, County of Kenosha, State of Wisconsin.²

KENOSHA COUNTY

KENOSHA COUNTY SOCIAL WORK PROFESSIONAL EMPLOYEES EMPLOYED IN BROOKSIDE, DIVISION OF CHILDREN AND FAMILY SERVICES, DIVISION OF AGING AND DISABILITY SERVICES, DEPARTMENT OF JUVENILE INTAKE, AND DISTRICT ATTORNEY VICTIM WITNESS, LOCAL 990

² Original date of this side letter agreement is April 11, 2006.

County Executive

1st Unit Chair

Personnel Director

2nd Unit Chair

Corporation Counsel

District Representative

SIDE LETTER AGREEMENT

BETWEEN

County of Kenosha, Wisconsin

and

Local 990, Professionals, AFSCME, AFL-CIO

This Side Letter Agreement made and entered into by and between the County of Kenosha, Wisconsin, hereinafter referred to as the "County", and its Local AFSCME Union, Local 990 Professionals, AFSCME, AFL-CIO, hereinafter referred to as the "Union", is as follows:

DHS ADJUSTABLE SCHEDULING GUIDELINES (11/2/07)

- 1) Requests for adjustable scheduling should be made in writing by workers to their immediate supervisor at least 5 calendar days prior to the desired date of the work schedule adjustment. Adjustable schedule requests will be done on a voluntary basis.
- 2) All schedule adjustments outside of the operating hours of 8:00 am to 5:00 pm must have advance written approval from the supervisor. The Division Director will be notified of all approvals and denials for adjustable schedules.
- 3) Adjustments to the eight-hour work schedule may occur up to one hour before (7:00 am) and one hour after (9:00 am) the 8:00 am start time on Monday through Friday, not to exceed a forty hour work week.
- 4) Approved schedule adjustments may be approved for a maximum of 90 days. Continuances beyond 90 days must be requested in writing to the immediate supervisor at least 5 days prior to the end of the 90-day period.
- 5) Requests for adjustable scheduling shall be reviewed on a fair and equitable basis with bargaining unit seniority being given priority consideration. Management approval of staff requests for adjustable scheduling will be dependent upon operational needs as determined by management. There are some work units that will not meet the criteria for approval of adjustable scheduling.
- 6) Flexible scheduling contained in the collective bargaining agreement will apply to any hours worked outside of any adjusted work schedule.

- 7) At least one management person from the Division must be onsite during the times that flexible scheduling is approved for staff within that Division.
- 8) If an employee is approved to begin the work day outside of the 8:00 am start time, it is expected that the person will work a full eight-hour day that includes a one-hour lunch, i.e. 7:00 am - 4:00 pm, 7:30 am - 4:30 pm, etc.
- 9) Adjustable scheduling may be suspended during vacations, holiday periods, or A&S leaves exceeding five consecutive days, subject to staff availability in relation to the needs of the Division or Department. Adjustable scheduling may be cancelled altogether or temporarily discontinued at the discretion of management based upon operational considerations.

This side letter agreement shall sunset on December 31, 2011.

Witness our hands and seals this ____ day of _____, 2009, in the City of Kenosha, County of Kenosha, State of Wisconsin.

KENOSHA COUNTY

KENOSHA COUNTY SOCIAL WORK PROFESSIONAL EMPLOYEES EMPLOYED IN BROOKSIDE, DIVISION OF CHILDREN AND FAMILY SERVICES, DIVISION OF AGING AND DISABILITY SERVICES, DEPARTMENT OF JUVENILE INTAKE, AND DISTRICT ATTORNEY VICTIM WITNESS, LOCAL 990

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Personnel Director

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Corporation Counsel

District Representative

SIDE LETTER AGREEMENT

BETWEEN

County of Kenosha, Wisconsin

and

Local 990, Professionals, AFSCME, AFL-CIO

This Side Letter Agreement made and entered into by and between the County of Kenosha, Wisconsin, hereinafter referred to as the "County", and its Local AFSCME Union, Local 990 Professionals, AFSCME, AFL-CIO, hereinafter referred to as the "Union", is as follows:

During the term of this Agreement, the two positions at Brookside will not be contracted out. The current vacancy will be filled with the most senior 990 Professional member who posted for the job.

This Side Letter Agreement will sunset on December 31, 2011.

Witness our hands and seals this ____ day of _____, 2009, in the City of Kenosha, County of Kenosha, State of Wisconsin.

KENOSHA COUNTY

KENOSHA COUNTY SOCIAL WORK PROFESSIONAL EMPLOYEES EMPLOYED IN BROOKSIDE, DIVISION OF CHILDREN AND FAMILY SERVICES, DIVISION OF AGING AND DISABILITY SERVICES, DEPARTMENT OF JUVENILE INTAKE, AND DISTRICT ATTORNEY VICTIM WITNESS, LOCAL 990

County Executive

1st Unit Chair

Personnel Director

2nd Unit Chair

Corporation Counsel

District Representative

SIDE LETTER AGREEMENT

BETWEEN

County of Kenosha, Wisconsin

and

Local 990, Professionals, AFSCME, AFL-CIO

This Side Letter Agreement made and entered into by and between the County of Kenosha, Wisconsin, hereinafter referred to as the "County", and its Local AFSCME Union, Local 990 Professionals, AFSCME, AFL-CIO, hereinafter referred to as the "Union", is as follows:

ACCRETION OF SOCIAL WORK PROFESSIONAL EMPLOYEES

In accreting the social work professional employees in Juvenile Court Intake and DCFS the parties agree as follows:

Family Group Conference Facilitator:

The active grievance regarding this position will be sustained. Without precedent, the parties agree to allow the current employee holding said position to remain in the position. Said employee, Andrea Peratt will have bargaining unit seniority effective the date of the WERC Unit Clarification Decision, February 4, 2008. The County will pay fair share for employees for the months of February, March, April & May, June, July, August, September, October, November, December, January and February.

Juvenile Court Intake:

The 8 social work professional employees in Juvenile Court Intake will be accreted into the bargaining unit effective the date of the WERC Unit Clarification Decision, February 4, 2008. The Union agrees to accrete personnel already employed in said positions. Bargaining Unit Seniority and inclusion into the Local 990 Bargaining Unit Labor Agreement will commence on February 4, 2008. Outside of bargaining unit seniority, all other benefits will take into account their county seniority.

The County will pay fair share for employees for the months of February, March, April & May, June, July, August, September, October, November, December, January and February.

- Incumbent Employees Jeanine Hautzinger and Dawn Weiss will move into the union at their current wages of \$33.05 per hour.
- For the balance of Ms. Hautzinger's and Ms. Weiss' tenure as Juvenile Intake Workers with Kenosha County:
 - Each employee's wages will be red circled until the wage classification reaches their income level through normal negotiations. At that point, Ms. Hautzinger and Ms. Weiss will receive the wages of a 132 month SWV.

- Each will apply her years of service as county employees for the purpose of determining all county benefits.
- Neither will serve probation per Article Seven of the collective bargaining agreement.
- All other sections of the collective bargaining agreement between Local 990P and Kenosha County will apply including the definition of the work week, compensatory time, overtime and call-in pay.
- For the purpose of bargaining unit seniority, Ms. Hautzinger and Ms. Weiss will earn seniority from February 4, 2008. In the event of layoff, Ms. Weiss' and Ms. Hautzinger's county seniority will determine bumping priority in their current positions only.

Full Time Employees

- Overtime & Pager carrying compensation – **see Part-time Employee** below with differentiation of inserting their wage rate for the hours (ie. 2 hours SW V Step + \$.25 shift differential wages for carrying pager, etc...
- At the time of a full time Juvenile Intake Worker vacancy all sections of the contract shall apply.
- Juvenile Intake Workers will be classified separately at the same wages and benefits as Social Worker V.

Part Time Employees

- Part time Custody Intake Workers will be compensated as follows:
 - 15 hour shift
 - 2 hours SWIV – Step 1 + \$.25 shift differential wages for carrying the pager and responding to telephone calls, two-hour minimum call in for detentions.
 - 15 hour Special shift
 - 2 hours SW IV Step 1 wages & \$.25 shift differential x 1.5 for carrying the pager and responding to telephone calls, two-hour minimum call in for detentions.
 - 24 hour shift
 - 2 hours SWIV – Step 1 wages + \$.25 shift differential x 1.5 for carrying the pager and responding to telephone calls, two-hour minimum call in for detentions.
 - 24 hour Special shift
 - 2 hours SWIV – Step 1 wages + \$.25 shift differential x 2 for carrying the pager and responding to telephone calls, two-hour minimum call in for detentions.

- 24 hour Holiday
 - 2 hours SWIV – Step 1 wages + \$.25 shift differential x 3 for carrying the pager and responding to telephone calls, two-hour minimum call in for detentions.

A Special Shift is one 15 or 24 hour shift that immediately precedes a holiday; OR, Friday, Saturday, Sunday shifts (inclusive) when the holiday is on Monday (such as Memorial Day or Labor Day).

Shifts paid as Holiday are:

- New Year’s Day
- Easter Sunday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- Christmas Eve
- Christmas Day
- New Year’s Eve

Witness our hands and seals this ____ day of _____, 2009, in the City of Kenosha, County of Kenosha, State of Wisconsin.

KENOSHA COUNTY

KENOSHA COUNTY SOCIAL WORK PROFESSIONAL EMPLOYEES EMPLOYED IN BROOKSIDE, DIVISION OF CHILDREN AND FAMILY SERVICES, DIVISION OF AGING AND DISABILITY SERVICES, DEPARTMENT OF JUVENILE INTAKE, AND DISTRICT ATTORNEY VICTIM WITNESS, LOCAL 990

County Executive

1st Unit Chair

Personnel Director

2nd Unit Chair

Corporation Counsel

District Representative

APPENDIX "A"

CLASSIFICATION AND RATE SCHEDULE

Kenosha County Welfare Department
Professional Employees, Local 990

Effective July 1, 2009 through December 31, 2009

Classification	Min. (Prob)	After 6 Mo.	After 12 Mo.	After 24 Mo.	After 36 Mo.	After 48 Mo.	After 60 Mo.	After 72 Mo.	After 84 Mo.	After 96 Mo.	After 120 Mo.	After 132 Mo.
Social Worker I	\$19.02	\$20.41	\$21.54	\$22.09	\$23.31	\$23.84	\$24.37	\$24.89	\$25.43	\$26.20	\$26.82	n/a
Social Worker II	\$20.94	\$21.48	\$22.77	\$23.34	\$24.72	\$25.31	\$25.95	\$26.58	\$27.20	\$28.01	\$28.60	n/a
Social Worker IV	\$21.02	\$22.59	\$23.92	\$24.50	\$25.84	\$26.50	\$27.11	\$27.72	\$28.33	\$29.21	\$29.81	n/a
Social Worker V	\$23.10	\$23.69	\$25.09	\$25.66	\$27.04	\$27.61	\$28.29	\$28.89	\$29.55	\$30.45	\$31.03	\$31.58

NOTE: The above rates reflect a 1% increase.

APPENDIX "B"

CLASSIFICATION AND RATE SCHEDULE

Kenosha County Welfare Department
Professional Employees, Local 990

Effective January 1, 2010 through December 31, 2010

Classification	Min. (Prob)	After 6 Mo.	After 12 Mo.	After 24 Mo.	After 36 Mo.	After 48 Mo.	After 60 Mo.	After 72 Mo.	After 84 Mo.	After 96 Mo.	After 120 Mo.	After 132 Mo.
Social Worker I	\$19.31	\$20.72	\$21.86	\$22.42	\$23.66	\$24.20	\$24.74	\$25.26	\$25.81	\$26.59	\$27.22	n/a
Social Worker II	\$21.25	\$21.80	\$23.11	\$23.69	\$25.09	\$25.69	\$26.34	\$26.98	\$27.61	\$28.43	\$29.03	n/a
Social Worker IV	\$21.34	\$22.93	\$24.28	\$24.87	\$26.23	\$26.90	\$27.52	\$28.14	\$28.75	\$29.65	\$30.26	n/a
Social Worker V	\$23.45	\$24.05	\$25.47	\$26.04	\$27.45	\$28.02	\$28.71	\$29.32	\$29.99	\$30.91	\$31.50	\$32.05

NOTE: The above rates reflect a 1.5% increase.

APPENDIX "C"

CLASSIFICATION AND RATE SCHEDULE

Kenosha County Welfare Department
Professional Employees, Local 990

Effective January 1, 2011 through December 31, 2011

Classification	Min. (Prob)	After 6 Mo.	After 12 Mo.	After 24 Mo.	After 36 Mo.	After 48 Mo.	After 60 Mo.	After 72 Mo.	After 84 Mo.	After 96 Mo.	After 120 Mo.	After 132 Mo.
Social Worker I	\$19.70	\$21.13	\$22.30	\$22.87	\$24.13	\$24.68	\$25.23	\$25.77	\$26.33	\$27.12	\$27.76	n/a
Social Worker II	\$21.68	\$22.24	\$23.57	\$24.16	\$25.59	\$26.20	\$26.87	\$27.52	\$28.16	\$29.00	\$29.61	n/a
Social Worker IV	\$21.77	\$23.39	\$24.77	\$25.37	\$26.75	\$27.44	\$28.07	\$28.70	\$29.33	\$30.24	\$30.87	n/a
Social Worker V	\$23.92	\$24.53	\$25.98	\$26.56	\$28.00	\$28.58	\$29.28	\$29.91	\$30.59	\$31.53	\$32.13	\$32.69

NOTE: The above rates reflect a 2% increase.

<p><u>Social Worker I Classification Requirements</u></p> <ul style="list-style-type: none"> • Must have a bachelor’s degree from an accredited university in a field deemed acceptable by Management • Need not be certified in social work by the state of Wisconsin • Hire In Capacity 	<p><u>Social Worker I → Social Worker II Reclassification Requirements</u></p> <ul style="list-style-type: none"> • Must be certified in Social Work by the State of Wisconsin • Must have been employed with the County of Kenosha in the capacity of Social Worker I for at least 2 (two) consecutive years • Upon achieving these requirements, an employee will be immediately reclassified
<p><u>Social Worker II Classification Requirements</u></p> <ul style="list-style-type: none"> • Must be certified in Social Work by the State of Wisconsin • Must have been employed by Kenosha County in the capacity of Social Worker I for at least two consecutive years. • No Hire In Capacity 	<p><u>Social Worker II → Social Worker IV Reclassification Requirements</u></p> <ul style="list-style-type: none"> • Must have a Master’s degree from an accredited university in social work or a field deemed acceptable by management • Upon achieving a Master’s degree from an accredited university, the employee will be immediately reclassified <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> • Must have been employed in the capacity of Social Worker II for ten consecutive years and be certified in social work by the State of Wisconsin. Upon completing ten consecutive years in the capacity of Social Worker II the employee will be immediately reclassified.
<p><u>Social Worker IV Classification Requirements</u></p> <ul style="list-style-type: none"> • Must have a Master’s degree from an accredited university in social work or a related field deemed acceptable by management • Need not be certified in social work by the state of Wisconsin • Hire In Capacity 	<p><u>Social Worker IV → Social Worker V Reclassification Requirements</u></p> <ul style="list-style-type: none"> • Must have a Master’s degree from an accredited university in a field deemed acceptable by management • Must be certified in social work by the state of Wisconsin • Must have been employed by the County of Kenosha in the capacity of Social Worker IV for at least 2 (two) consecutive years • Upon achieving these requirements, an employee will be immediately reclassified
<p><u>Social Worker V Classification Requirements</u></p> <ul style="list-style-type: none"> • Must have a Master’s degree from an accredited university in social work or a related field deemed acceptable by management • Must be certified in social work by the state of Wisconsin • Must have spent at least 2 (two) consecutive years employed in Kenosha County in the capacity of Social Worker IV • No Hire In Capacity 	

