

AGREEMENT
BETWEEN
KENOSHA COUNTY
AND
LOCAL 990 (JAIL STAFF)
WISCONSIN COUNCIL 40,
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO
2009 - 2010

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AGREEMENT

This Agreement made and entered into by and between the County of Kenosha, Wisconsin, hereinafter referred to as the "County", and the Kenosha County Sheriff's Department Employees, 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 collective bargaining representative for all employees of the Kenosha County Sheriff's Department, excluding deputies with the power of arrest, employees already represented by AFSCME Local 990 in the Courthouse and Social Services Department bargaining unit, and further excluding managerial, supervisory and confidential employees, as certified by the Wisconsin Employment Relations Commission (Case 68, No. 337535, ME-2384, Decision No. 22170).

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 material; 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 bargaining unit employees.

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 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 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 employee in the bargaining unit. With respect to newly hired employees, such deduction will commence on the month following the completion of ninety (90) days of employment.

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 five (5) members of the bargaining unit necessary time off with pay to attend meetings for the negotiation of this contract. In no event shall all five members of the bargaining unit who receive time off with pay be from the same classification and/or the same shift.

Section 2.2. County. The County shall be represented in such bargaining or negotiations by such representatives as the County 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 of 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) days after notice of appeal to arbitration, the Union or the Employer may request one (1) panel of seven (7) arbitrators each from the Wisconsin Employment Relations Commission. The arbitrator shall be selected from the panel by each party alternately striking a name from the panel unit 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/her for arbitration; he/she 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/her 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 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. After one (1) year, written reprimands shall not be considered in future cases to determine the level or progressive discipline, and will be removed to a closed file upon the employee's request.

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 County become the subject of arbitration, such described action may be affirmed, revoked or 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 at any or all grievance meetings. Employees shall have the right to present their grievances without fear of any penalty or repercussions.

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.: A bulletin board will be provided by the Sheriff in the employee break room and may be used for the posting of Union notices and job vacancies.

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. The Union should also keep in mind there is no privacy related to these e-mails.

ARTICLE V - HOURS

Section 5.1. Full-time Employees (Safety Building, Pre-trial Facility and Kenosha County Detention Center). Effective with the commencement of the third shift on December 31, 2004, and from that point on, all employees will follow the Detention Center schedule as outlined in Section 5.1(b). There will be no further paid kelly days and all references to the 6-2 schedule and paid kelly days throughout this agreement and its side letters will be eliminated.

Section 5.1(b) Full-time Employees: All full-time Direct Supervision Officers, Relief Cooks, Admissions and Release Specialists and Correctional Officers shall work a seven (7) week rotation schedule with ten (10) paid holidays per the attached Appendix "F".

Warehouse employees shall work a "five-two" (5/2) work schedule with paid holidays.

The County, using the normal job posting procedure, may establish a five-day, Monday through Friday, eight-hour fixed shift work schedule.

The daily schedule of shifts shall be eight and one-half (8-1/2) hours per day for Direct Supervision Officers, Admissions and Release Specialists and Correctional Officers and eight (8) hours per day for Relief Cooks and Warehouse employees as follows:

Direct Supervision Officers, Admissions and Release Specialists and Correctional Officers

First Shift: 6:00 a.m. to 2:30 p.m.
Second Shift: 2:00 p.m. to 10:30 p.m.
Third Shift: 10:00 p.m. to 6:30 a.m.

Relief Cooks

First Shift: 5:30 a.m. to 1:30 p.m.

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

Warehouse Employees
8:00 a.m. to 4:00 p.m.

All of the above daily work shifts for Direct Supervision Officers, Admissions and Release Specialists and Correctional Officers include an unpaid thirty (30) minute uninterrupted lunch break scheduled as near to the middle of the shift as is practical. Overtime is paid for interrupted lunch breaks. Relief Cooks and warehouse personnel shall receive a paid lunch.

In the event it is necessary to change the above shift hours in the Kenosha County Sheriff's Department during the term of this Agreement, the parties agree to negotiate and utilize section 111.70(4)(cm)7 (dispute resolution), if necessary, on the shift hours, workweek, and assignment to shift. It is agreed that the starting and ending times above shall not be varied by greater than two (2) hours.

Section 5.2. Days Consist of 24 Hours. Casual, vacation, and holiday time off shall be defined as 24 hour periods consisting of the employee's normal eight (8) hour shift, the eight (8) hours preceding the start time of the employee's normal shift, and the eight (8) hours following the conclusion of the employee's normal shift.

Employees utilizing casual days or vacation days shall not be called in or required to use an additional casual or vacation day within the 24 hours listed above. In the event an employee has been granted a holiday adjacent to his or her vacation/scheduled day(s) off, the same provisions contained in this section shall apply.

Except for the kitchen staff¹, no employee may be required to work involuntarily on his or her scheduled days off. "Days off" are defined as days when an employee previously has been scheduled not to work, regardless whether the scheduled off days are paid or unpaid, which days off are understood to commence as of the end of the employee's last regularly scheduled shift and end as of the commencement of the employee's next regularly scheduled shift, without regard to overtime that may be worked by the employee.

An individual who is not working his/her normal hours due to a trade will be treated the same as if they were on a regular day off. The person working the trade will be treated as working a regular work day and therefore available for overtime.

Section 5.3. Shift Exchanges. Upon request and with the approval of the Sheriff or the Sheriff's designee, bargaining unit members may exchange half shifts (four hours), full shifts or days with other

¹ See Arbitrator Greco's Award in Case 282 No. 69075 INT/ARB-11377 Decision No. 33025-A, page 19, where he states, "The County explained at the hearing, however, that cooks now can be assigned involuntary overtime before or after their vacation and other benefit time, and that its proposal is aimed at stopping that practice. Indeed, the Union itself has made the same proposal in Section 9.6, albeit in clearer language. When read together, these two proposals are not contradictory since one gives a new benefit to cooks and the other merely reflects the status quo for everyone else."

qualified bargaining unit members. Exchanges must offset one another within a 28-day time period. Double shifts or the creation of overtime will not be permitted. Both days, shifts or portions thereof must be identified at the time of initial approval. Employees who engage in an approved trade shall be responsible for the hours assumed in the trade.

ARTICLE VI - SENIORITY

Section 6.1. Probationary Period: New employees shall be on a probationary status for a period of six (6) months, except Direct Supervision Officers and correctional officers, who shall be on probationary status for one (1) year. 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.

It is specifically agreed that before any employee can obtain a Correctional Officer or Direct Supervision Officer position through the job posting or recall from layoff provisions, he/she must be proved qualified through reasonable testing and therefore be on the Correctional Officer's or Direct Supervision Officer's eligibility list or be a laid-off Correctional Officer or Direct Supervision Officer.

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 extend beyond ninety (90) days.

Section 6.4. Layoff:

1. If the County must reduce the number of employees within a classification or within the Department, the employee with the least amount of bargaining unit seniority shall be selected for layoff. The employee so selected shall have the

right to bump a less senior bargaining unit employee in an equal or lower classification of the employee's choosing in the Department, provided such employee has more seniority than the employee being bumped, and provided further that such employee meets the same minimum qualifications as would be expected of anyone obtaining the job through the normal job posting procedure.

2. An employee who is bumped in accordance with Paragraph 1 above shall be afforded the same bumping rights provided in paragraph 1 above, but if such employee is unable to bump any other employee, such employee shall be placed on layoff.
3. Where two (2) or more employees have the right to bump, the above bumping rights shall be exercised by such employees in order of their bargaining unit seniority from most senior to least senior.
4. An employee bumping into a different position shall serve the normal probationary period for that position. An employee who proves unable to perform the work in the probationary period shall not be allowed to again exercise bumping rights, but shall be placed on layoff. During such probationary period, an employee may voluntarily choose to be placed on layoff, but shall not be allowed to again exercise bumping rights resulting from that layoff.
5. An employee who is bumped out of his/her position shall have the preferential right to return to such position if, for any reason, it should become vacant within sixty (60) days from the time the employee is bumped from it.
6. 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. While any employees hold layoff seniority status, they shall be given the opportunity to be recalled and placed in vacant jobs by using the job posting procedure. Laid off employees holding seniority status shall be sent copies of all job postings as they occur. 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 shall not be counted toward the two (2) weeks' required notice.

Section 6.6. Loss of Seniority and Termination: An employee shall lose his/her seniority rights for the following reasons only:

- (a) If he/she quits;
- (b) If he/she has been discharged for just cause;
- (c) If he/she fails to notify the County within one (1) week of his/her 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/she has been in a layoff status longer than provided for above;
- (e) If he/she fails to return to work on the first workday following the expiration date of a leave of absence;
- (f) If he/she 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 in the Sheriff's Department shall apply.

Section 6.8.: For the purpose of layoff only, the officers and stewards 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 stewards, 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) work days; and employees shall have 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, regular hours, and rate of pay shall be part of the posting. Employees shall sign for postings by notifying the Personnel Office in writing. When an employee is absent from work, his/her steward or union officer may notify the Personnel office for such absent employee.

Section 7.3. Seniority - Filling Vacancies: In filling a vacancy, the qualified employee signing with the greatest seniority in the Sheriff's Department shall be awarded the job.

Section 7.4(a) 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 7.4(b) Posting Between Facilities: Employees posting between facilities, (Public Safety Building/Pre-Trial Facility and the Kenosha County Detention Center) shall not be able to utilize their bargaining unit seniority once the job they are awarded at the other facility is designated a shift. Such shift designation shall be determined at the conclusion of the probationary period. For all shift preferences thereafter, such employee shall be able to utilize total bargaining unit seniority.

Section 7.5. Probationary Period: Except as hereinafter provided, employees filling promotional vacancies shall be on a probationary period for thirty (30) days, except for correction officer or direct supervision officer positions where the probationary period is one (1) year. Such probationary period may be extended for an additional thirty (30) days by mutual agreement in writing between the parties. Employees transferring from a correctional officer position to a direct supervision officer position, or vice-versa, shall be on a six (6) month probation.

Section 7.6. Time for Bidding: An employee 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/her 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.

ARTICLE VIII - WAGES

Section 8.1: The attached classification and wage rate schedules are part of this Agreement.

Section 8.2. Retirement System Contribution: The County agrees to pay the employee's share to the Wisconsin Retirement System. 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 shall receive the higher rate of pay for all time spent in such duty assignment if the assignment is of two hours or longer in duration.

Section 8.6. Higher Rated Job: 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.

ARTICLE IX - OVERTIME

Section 9.1. Time and one-half (1-1/2) of the regular rate shall be paid after eight (8) hours of mandatory school attendance, eight (8) hour tour of duty; or combination thereof. Time and one-half (1-1/2) shall be paid for all hours of work or mandatory school attendance on the employee's first normally scheduled day off per week; on the second or third contiguous scheduled day off per week, all work shall be paid at double time (2x) the regular rate of pay, if the employee worked the previous day. Regardless of schedule, overtime which is assigned, forced, held over or voluntary on December 24, December 25, December 31 and January 1 will be paid at double time only for hours worked between 0600 hours on December 24 to 0630 on December 26 and 0600 on December 31 to 0630 on January 2.

Section 9.2. Where approved, job-related school attendance is voluntary, employees shall receive straight time pay only for such hours of attendance.

Section 9.3.² All Bargaining Unit Full-Time Employees Overtime. Employees will not be involuntarily scheduled for overtime when they are using uninterrupted off time or benefit days connected to a vacation group. A Vacation Group is any group of connected days, which must contain at least two vacation days.

No overtime will be assigned to any employee on an approved leave

² See Arbitrator Greco's Award in Case 282 No. 69075 INT/ARB-11377 Decision No. 33025-A, page 19, where he states, "The County explained at the hearing, however, that cooks now can be assigned involuntary overtime before or after their vacation and other benefit time, and that its proposal is aimed at stopping that practice. Indeed, the Union itself has made the same proposal in Section 9.6, albeit in clearer language. When read together, these two proposals are not contradictory since one gives a new benefit to cooks and the other merely reflects the status quo for everyone else."

of absence or disciplinary suspension.

One continuous overtime list will be developed to record overtime assignments. One credit will be recorded on this list for each voluntary or involuntary overtime assignment worked.

Voluntary overtime assignment(s) shall be rotated by seniority among all volunteers on the list.

In the event there are insufficient volunteers for the assignment(s), involuntary overtime will be assigned on a rotating basis in inverse order of seniority.

No employee shall work more than two consecutive shifts unless an emergency has occurred. No employee shall be involuntarily required to work more than one overtime assignment in a 24 hour period, i.e., two consecutive shifts.

- (a) Anticipated (Voluntary) Overtime. Anticipated overtime is overtime known at least 72 hours in advance. This overtime shall be posted individually by date and shift. When possible, the overtime assignment will be posted for 4 days before being assigned. Anticipated overtime will be scheduled by a Supervisor.
- (b) Involuntary Overtime. Every effort will be made to identify overtime assignments in advance, filling them by voluntary methods. In the event the assignment is not filled by volunteers, it will be assigned involuntary.

An officer assigned involuntary overtime may obtain a replacement for all or half of the assignment. The replacement officer must be qualified to perform the assignment, and must be approved by a Supervisor. The assignment may be divided by two replacement officers.

If less than 24 hours and an assignment remains, or becomes vacant, the least senior employee (working between the notice of vacancy and the time of the assignment) will be assigned. The involuntary assignment will be made on a rotating basis in inverse order of seniority.

Section 9.4.³ No employee may be assigned, voluntary or involuntarily, to work longer than 16 consecutive hours, except under unusual circumstances or as otherwise provided in this Agreement.

Section 9.6. 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.

³ See Arbitrator Greco's Award in Case 282 No. 69075 INT/ARB-11377 Decision No. 33025-A, page 25, where he states, "As related above, the County's overtime proposal cannot require any employees to work more than one mandatory 16-hour shift a week."

ARTICLE X - VACATIONS

Section 10.1. Entitlement: All employees who have rendered services and received wages for six (6) months before June 1st shall receive six (6) days of vacation with salary, and all employees who have rendered services and received wages for one (1) year or more, prior to June 1st shall receive twelve (12) days of vacation with pay at their regular rate of six (6) days per week plus their two (2) days off. Employees who shall have rendered services to the County and received wages continuously for seven (7) years or more, shall receive eighteen (18) days of vacation plus days off at their regular salary. The seven (7) years of service can be completed at any time within a calendar year to be eligible for vacation. All employees who have completed fifteen (15) years of continuous service with Kenosha County shall be eligible for twenty-five (25) days of vacation with pay at their regular rate of pay, and they 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 at the time of terminating his/her service with the County shall be paid for his/her vacation at the time of severing his/her 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 1st 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 within the classification shall be selected on the basis of a first choice consecutive block of days by seniority. Each employee will receive one pick of consecutive vacation block which can consist of two (2) or all days by 15 February. All remaining vacations will be selected on the basis of seniority. No employee's first pick will be bumped by high seniority's remaining picks. One employee per shift per classification may be scheduled for vacations.

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. Request for leave shall not be unreasonably denied.

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

Section 10.7. 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.

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

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. Reservists scheduled for weekend duty may trade workdays within a 28 day period with another employee with Department approval.

Employees who engage in an approved trade shall be responsible for the hours assumed in the trade.

Section 10.8. Cash Out and/or Carry Over of Unused Vacation. An employee who has more than two weeks (12 days) vacation must use at least two weeks (12 days) of that vacation during the vacation year. Any unused vacation time as of January 1 the following year may be cashed out or up to one week may be carried over into the following year.

ARTICLE XI - HOLIDAYS

Section 11.1. Number of Holidays: Each employee shall receive an extra day off at the regular rate of pay for the following holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Veterans' Day, Labor Day, Thanksgiving Day, December 24th, Christmas Day, and December 31st, providing the employee shall have worked his/her last scheduled workday prior to and the first scheduled workday following the said holiday. For the purpose of this section, time off for sick leave and vacations shall be considered as time worked. Those extra days off are to be taken off at the discretion of the Sheriff; however, an employee's request for a day off under this section shall not be unreasonably denied.

ARTICLE XII - ACCIDENT AND SICKNESS PAY MAINTENANCE PLAN

Section 12.1. Accident and Sickness Pay Maintenance Plan: The following benefits will be paid in a case of nonoccupational accident or illness.

- (a) All regular full-time employees will receive thirty (30) calendar days at full pay with coverage starting on the first (1st) day of accident, with physician authorization, first (1st) 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 (2/3) of his/her regular pay. Regular pay means 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, which 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/she 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: Every employee, in addition to the above coverage, will be entitled to six (6) casual days off per calendar year. An employee hired on January 1st of any year, but before March 1st will receive four (4) casual days. An employee hired from March 1st through June 30th will receive three (3) casual days. An employee hired from July 1st through August 31st will receive two (2) casual days. Employees hired on or after September 1st of any year will not be entitled to any casual days that year.

- (a) Casual days will be granted if verbal or 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.

- (b) If an employee is unable to report to work due to sickness, the employee must notify his/her department head not later than one-half (1/2) hour before his/her scheduled starting time. The employee shall state the reason for his/her absence and the expected leave of absence. Any days taken under this section shall be charged to an employee's remaining casual days.
- (c) 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 the midpoint of their shift.
- (d) Time off without pay shall not be granted if an employee has unused casual days or vacation days.
- (e) Employees may not utilize more than two of their six casual days on contracted holidays enumerated in Article XI, Section 11.1. The only exceptions would be for medical emergencies. The County may require documentation of a medical emergency.
- (f) Casual days must be used in no less than one-half (.) day (4-hour) increments.
- (g) 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; however, an employee who is involuntarily terminated during a calendar year will not be paid for unused casual days.

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 an employee appears to be injured or ill while on the job, or there is reason to believe that an employee needs medical attention, his/her 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/her job. The County shall send such employee to the doctor at its expense on working time.

ARTICLE XIII - JURY DUTY

Section 13.1: An employee called for jury duty shall receive his/her regular salary for such time, provided he/she shall deposit any compensation he/she received for jury duty with the county treasurer

and receive his/her 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 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 Clerk and receive his/her regular pay in turn. Reservists scheduled for weekend duty may trade workdays within a 28 day period with another employee with Department approval. Employees who engage in an approved trade shall be responsible for the hours assumed in the trade.

ARTICLE XV - FUNERAL LEAVE

Section 15.1. Number of Days - Immediate Family Defined: In the event of a death of an employee's father, mother, stepfather, stepmother, husband, wife, brother, sister, son, daughter, stepchild (a stepchild is one living with or raised by the stepparent), grandchild, father-in-law or mother-in-law, or daughter and son-in-law, such employee will be paid for straight time lost from scheduled work not to exceed three (3) days within one week of the date of death, except in special circumstances.

In the event of a death of an employee's brother-in-law, sister-in-law, grandparent, foster father, or foster mother such employee will be paid for straight time lost from scheduled work not to exceed one (1) scheduled workday falling within one week of the date of death, except in special circumstances.

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/her duties shall receive his/her regular wages during his/her absence. 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 payroll 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 System 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.

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 may be granted an authorized leave of absence to pursue studies under the G.I. Bill of Rights or any subsequent government veterans' training program, provided that such training can be of value to the County 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.

Section 18.1. Hospital-Surgical (Effective 1/1/06). 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</p> <p>B. All in-patient and out-patient and ER visits subject to the following:</p> <p style="margin-left: 40px;">In-Pat. \$ 120 (2009) \$ 140 (2010) Out-Pat. \$ 120 (2009) \$ 140 (2010) 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* \$50.00</p> <p>*Only one co-pay, the greater of medical co-pay/in-office surgical applies.</p> <p>C. Ambulance Service Co-payment \$60</p> <p><u>Rx – Co-Pays</u> Generic – 2009 -\$10.00 ** 2010 - \$11.00 ** Formulary Brand - \$22.00 ** Non-formulary Brand - \$44.00 **</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>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 ** Formulary Brand - \$22.00 ** Non-formulary Brand - \$44.00 **</p> <p>** two co-pays for 90 day supply</p> <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.

- (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) Effective 1/1/10, employees enrolled with an out-of-network provider will receive \$250 annually for a physical, or a physician-ordered stop smoking, weight loss or exercise program. Employees enrolled with an in-network provider will receive \$250 annually for 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. It is understood and agreed by and between the parties that retiree insurance benefits may only be adjusted at the same time as active employees covered under the terms of this or its successor labor agreements. Retiree benefits shall include an out-of-network option.

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 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 Employees Defined: A part-time employee is defined as one who is regularly employed less than full-time.

Section 19.2. Temporary Employees: Employees who are employed on a temporary basis shall not receive fringe benefits. Temporary employees cannot be employed for more than thirty (30) days, except upon mutual agreement between the parties, or when a temporary employee is filling in for a regular employee on an extended leave of 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 1,040 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/she would have received if he/she had been employed on a full-time basis.

Part-time employees who have worked a total of 1,040 hours but less than 1,560 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 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/she would have received if he/she had been employed as a full-time employee.

Part-time employees who have worked 1,560 hours or more in the period between June 1 of the previous year and May 31 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/she would have received if he/she 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 for holiday pay, receive holiday pay at the rate of one-fourth (1/4) of the amount he/she would have received if he/she 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 hours, 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/she would have received if he/she 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/she would have received if he/she 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 prorated 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 1,040	One-fourth
1,040 hours or more but less than 1,560	One-half
1,560 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 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 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 prorated 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 reasonably deems necessary for its purposes.

Section 21.2. Uniforms: All uniform items and uniform cleaning will be furnished by the County as needed, subject to and in accordance with a procedure developed by the Sheriff or his designated representatives. A copy of the procedure will be furnished all employees covered by this Agreement. For Kenosha County Detention Center uniformed employees, this provision shall take effect May 1, 1999.

Non-uniformed personnel covered by this Agreement will receive a \$15.00 per month allowance for cleaning, payable on October 1, January 1, April 1 and July 1 of each year.

Section 21.3. Safety Devices: The County shall furnish proper safety devices for all work. The County shall implement a Labor and Management/Safety Committee which shall consist of 2 members to be chosen by the Union and 2 members appointed by the County. The Labor and Management/Safety Committee shall meet not less than 4 times per year to discuss issues of safety and/or labor management issues as needed.

Section 21.4. Use of Automobile: All employees required to use their private automobile for County business shall receive the same rate of reimbursement for travel expenses as pertains to County Board members.

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 Employees: Whenever any employee is proceeded against in his/her official capacity, or as an individual because of act committed while carrying out his/her 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.: More than one employee may utilize a Holiday or vacation day provided no overtime is created under the established shift minimum existing at the time of the request.

Section 21.9. PEOPLE Deduction: The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the

employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

Section 21.10. Residency: Employees shall be required to reside within those boundaries described as follows within one (1) year of their date of hire. The Sheriff has the ability to extend this period for thirty (30) days.

Bordered on the East by Lake Michigan, on the North by College Avenue in Milwaukee, on the South by Lake Cook Road in Illinois, and West by the Kenosha County boundary line, extended North and South to College Avenue and Lake Cook Road, respectively.

Section 21.11. Canine Expenses: The County is responsible for all reasonable expenses for canine maintenance in addition to the monthly stipend set forth in the wage schedule.

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 this 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 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 XXV - DURATION

Section 25.1. Term: This Agreement shall become effective January 1, 2009 and shall remain in effect through December 31, 2010, 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 September 1.

Section 25.2. 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 31 if possible. If negotiations of the new agreement are not concluded by December 31, the effective date of the new agreement shall be January 1 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 seal this ____ day of _____, 2011 in the City of Kenosha, County of Kenosha, State of Wisconsin.

KENOSHA COUNTY

KENOSHA COUNTY SHERIFF'S
DEPARTMENT EMPLOYEES,
LOCAL 990

County Executive

President

Director of Personnel

Corporation Counsel

APPENDIX "A"
LOCAL 990 JAIL STAFF

CLASSIFICATION AND WAGE RATE SCHEDULES

Effective January 1, 2009

Classification	Start	6 Mos.	12 Mos.	24 Mos.	42 Mos.	72 Mos.
Admissions and Release Specialist	\$16.53	\$17.15	\$17.52	\$18.51	\$20.56	\$20.82
Correctional Officers & Direct Supervision Officers	\$17.12	\$17.78	\$18.11	\$19.21	\$21.47	\$21.73
Relief Cook ⁴	\$16.32	\$16.94	\$17.31	\$18.29	\$20.29	\$20.54
Warehouse Clerk	\$20.32	\$21.02	\$21.72	\$23.11	\$24.52	\$24.78

NOTE: The above wages reflect a 2% increase

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SHIFT DIFFERENTIAL (PREMIUM) FOR ALL HOURS PAID

Second Shift Hours: \$.25 per hour
Third Shift Hours: \$.35 per hour

⁴ Per the tentative agreement dated July 14, 2009, all Cooks will become Relief Cooks for all purposes effective 1/1/09.

Canine Pay = \$400/month for 2007

APPENDIX "B"
LOCAL 990 JAIL STAFF

CLASSIFICATION AND WAGE RATE SCHEDULES

Effective December 19, 2010

<u>Classification</u>	<u>Start</u>	<u>6 Mos.</u>	<u>12 Mos.</u>	<u>24 Mos.</u>	<u>42 Mos.</u>	<u>72 Mos.</u>
Admissions and Release Specialist	\$16.86	\$17.49	\$17.87	\$18.88	\$20.97	\$21.23
Correctional Officers & Direct Supervision Officers	\$17.46	\$18.13	\$18.47	\$19.59	\$21.90	\$22.16
Relief Cook	\$16.65	\$17.28	\$17.66	\$18.65	\$20.69	\$20.95
Warehouse Clerk	\$20.72	\$21.44	\$22.15	\$23.58	\$25.01	\$25.27

NOTE: The above wages reflect a 2% increase

=====

SHIFT DIFFERENTIAL (PREMIUM) FOR ALL HOURS PAID

Second Shift Hours: \$.25 per hour
Third Shift Hours: \$.35 per hour

Canine Pay = \$400/month for 2008

SIDE LETTER AGREEMENT

BETWEEN

KENOSHA COUNTY

AND

LOCAL 990 (JAIL STAFF)

It is hereby agreed by and between Local 990 Jail Staff, AFSCME, AFL-CIO, and Kenosha County to incorporate the language from a grievance settlement dated December 4, 1990 as follows:

Staffing level to have a minimum of six male and six female correctional officers assigned to a shift through attrition.

If illness or job related/other injury causes a decrease in the minimum number of male or female correctional officers on a particular shift, the Jail Administration will temporarily assign the lowest seniority Jailer (meeting the qualification of gender from a shift that a reduction of same will not cause it to fall below the minimum) to meet the minimum requirement standard as per contractual agreement. Policy will be established to set the aforementioned standards.

Dated at Kenosha County, Wisconsin this ____ day of _____, 2011.

FOR THE COUNTY

FOR THE UNION

County Executive

President

Director of Personnel

Corporation Counsel

SIDE LETTER AGREEMENT

BETWEEN

KENOSHA COUNTY

AND

LOCAL 990 (JAIL STAFF)

It is hereby agreed by and between Local 990 Jail Staff, AFSCME, AFL-CIO, and Kenosha County as follows:

A one time payment of \$800 to each member to be paid within 60 days of agreement or Arbitrator's decision as a quid pro quo for the overtime language in Sections 9.3 and 9.4 of the 2009-2010 Agreement.

This side letter agreement will sunset and be removed from the contract on 12/31/10.

Dated at Kenosha County, Wisconsin this ____ day of _____, 2011.

FOR THE COUNTY

FOR THE UNION

County Executive

President

Director of Personnel

Corporation Counsel

SIDE LETTER AGREEMENT

BETWEEN

KENOSHA COUNTY

AND

LOCAL 990 (JAIL STAFF)

It is hereby agreed to by and between the Union body Local 990 Jail Staff, AFSCME, AFL-CIO and Kenosha County that Section 10.4 of the collective bargaining agreement, applied to Kenosha County Jail and Kenosha County Detention Center, shall be executed as follows:

1. Up to two kitchen staff from each facility, KCDC and KCJ, shall be allowed on vacation at any given time as long as such vacation, at the time of scheduling, does not create overtime.
2. Furthermore, it is agreed that during the time of December 15 or December 31 of any year the Supervisor of the applicable department shall have discretion as to allowing only one staff member on vacation during this time.
3. This agreement applies exclusively to the kitchen staff of the Kenosha County Jail and Kenosha County Detention Center.

Dated at Kenosha County, Wisconsin this ____ day of _____, 2011⁵.

FOR THE COUNTY

FOR THE UNION

County Executive

President

Director of Personnel

Corporation Counsel

⁵ Original date of this Side Letter was 10/17/02

RESET DATES???