

2004-2005

AGREEMENT

between

COUNTY OF KENOSHA, WISCONSIN

and

KENOSHA COUNTY EMPLOYEES, LOCAL 70
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO

HIGHWAY DEPARTMENT

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2004-2005 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 Employees Local 70, 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: All Kenosha County Highway employees, except the yearly salaried supervisory employees for the purpose of bargaining on all matters pertaining to wages, hours and all other conditions of employment.

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 bargaining unit employees.

Section 1.3. Other Employees 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 representatives 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 70 as the uniform dues required of all Union members, from the pay of each employee in the bargaining unit. With respect to newly hired employees, such deduction will commence on the month following the completion of the ninety (90) day probationary period.

The aggregate amount so deducted, along with an itemized list of the employees from whom such deductions were made, shall be forwarded to the Treasurer of Local 70 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 70 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 eight (8) members of the Bargaining Unit 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 representation as the County Executive 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 his immediate supervisor with or without the presence of the steward at his option. If the grievance is not resolved between the employee with or without the steward and the immediate supervisor, the grievance shall be reduced to writing, in triplicate, on a form provided by the Union and the Union shall request a meeting with the department head within ten (10) working days after the supervisor's answer to the employees. If the grievance is resolved between the employee and the supervisor, the Union shall be notified of the settlement.

If the grievance is reduced to writing, a copy shall be furnished to the County's Director of Labor Relations and Personnel and to the Union's Council 40 Representative.

Step 2. The hearing shall consist of a meeting with the department head and the steward and aggrieved and/or other representatives of the Local. The department head shall give his answer in writing to the Union Representative who signed such grievance within four (4) working days of this meeting.

Step 3. In the event the grievance is not satisfactorily adjusted in Step 2, the Union may appeal the grievance to Step 3 by notifying within ten (10) days of the completion of Step 2, the Administration Committee of the County Board in writing. 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 fourteen (14) calendar days of the written appeal. If the Administration Committee fails to give its disposition of the grievance in writing to the Union within fourteen (14) calendar 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 4. 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 in Step 3 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 a panel of seven (7) arbitrators from the WERC. The arbitrator shall be selected from the panel by each party alternately striking a name from the panel until only one 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 3, 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) 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.

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 4 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.

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 herein.

ARTICLE V - HOURS AND OVERTIME

Section 5.1. Workday and Workweek Defined. The standard workday shall not be more than eight (8) hours and the standard workweek shall not be more than five (5) days totaling forty (40) hours from Monday through Friday, both days inclusive.

Section 5.2. Shift Hours. The starting time for day shift operations may be scheduled between 4 a.m. and 7 a.m. for winter operations, and between 5 a.m. and 7 a.m. for summer operations. During summer operations, the day shift is to end no later than 3:30 p.m. Changes in scheduled starting times must be posted one (1) week in advance.

Section 5.3. Second Shift Operations. The County may establish a second shift, which will have a maximum of four (4) employees, from November 15 to April 15. The starting time for such shift shall be no earlier than 3:00 p.m. nor later than 3:30 p.m.

During the period November 15 to April 15, a maximum of two (2) employees will be assigned to the eighty-four (84) hour, "one week on - one week off" schedule. They shall receive time and one-half (1-1/2) for four (4) hours, and shall receive double time for hours worked on a holiday.

The seniority provisions of this Agreement shall be adhered to in the assignment of employees to shifts. Second shift differential pay shall be five (5) percent.

Section 5.4. Daily and Saturday. Employees shall be paid at the rate of time and one-half (1-1/2) for all hours worked outside the normal workday, and for all hours worked on Saturday.

Section 5.5. Sundays and Paid Holidays. Employees who are normally employed in the regular five (5) days, Monday through Friday, operations shall be paid at the rate of double time for all hours worked on Sundays and paid holidays.

Section 5.6. Call-In Pay. Any employee reporting for work in case of emergency shall be granted two (2) hours of work at the overtime rate, except when continuous with beginning or end of standard workday hours.

Section 5.7. Overtime Distribution. All overtime work shall be distributed impartially within the County, the State, the Interstate, the Mechanics, the Stock Person/Shop Operator, and Janitor groups. Only work in excess of eight (8) hours in any one workday shall be counted as overtime when the division of overtime among employees is to be considered in future assignments of such work.

Overtime worked shall be posted every pay period. It shall be the supervisor's responsibility to keep the overtime list as equal as possible between November 15 and April 15 with the list zeroing out on June 1 of each year.

An employee who is personally offered overtime work and does not accept will be charged the average overtime hours that employees worked in that period.

In order to comply with this provision, the supervisor may designate an employee for overtime work by informing the employee before the end of his last scheduled workday that he will be called in case of overtime. If the employee is then not available, he shall be charged with the average overtime hours worked by employees in that period.

If an employee has not been notified by the supervisor that he may be called, and is not home when called for overtime, such overtime will not be charged.

An employee who is personally offered overtime work and is on paid status on the day the overtime is offered will not be charged the average overtime hours that employees worked in that period.

Section 5.8. Highways: "Hot-Mix". When employees are working with "hot-mix", the Highway Commissioner or his designee may require the employees to forfeit their 12:00 to 12:30 p.m. lunch period in which event the employee shall be compensated for such period at the rate of time and one-half (1-1/2).

ARTICLE VI - SENIORITY

Section 6.1. Probationary Period. New employees shall be on a probationary status for a period of ninety (90) days. During 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.

Section 6.4. Layoff and Bumping. In the event it becomes necessary to reduce the number of employees in the Highway division, the probationary employees shall be the first to be laid off and then the employee with the least seniority. If a position is eliminated, the employee(s) affected by such action shall have the right to displace the least senior employee within his classification. If this is not possible, he shall have the right to displace the least senior

employee within his classification. If this, too, is not possible, the affected employee shall displace the least senior employee, regardless of pay rate, provided he has enough seniority to do so, and further provided that the employee is able to demonstrate his ability to perform the work within a sixty (60) day probationary period in Groups I, IA, and II and thirty (30) days in Groups III and IV.

The parties agree that employees in Group I may be displaced in a reduction in force only by employees with greater seniority who have previous training and experience as Mechanics.

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 vacancies occur in a division, while any employees hold layoff seniority status, then employees shall be given the first opportunity to be recalled and placed on these jobs. In the event an employee declines to return to work when recalled under this section, such employee shall forfeit all accumulated seniority rights.

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

All employees shall give two (2) weeks' notice, in writing, of their intention to sever their employment with the 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. Seniority List. The County shall prepare and maintain up-to-date a master seniority list of all employees for each local. Such list shall be kept up-to-date and posted on department bulletin boards. Copies shall be furnished to the stewards.

Section 6.7. 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 intentions 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 6.8. Retention of Seniority. For the purposes of fringe benefits only, such as sick leave, vacation, holidays, retirement, etc., an employee's seniority shall continue if transferred from one County department or facility to another. For promotions or job retention, seniority in the local shall apply.

Section 6.9. 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) workdays; 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 selection and his approximate starting date within five (5) workdays.

Section 7.2. Contents of Posting. The job requirements, qualifications, shift, rate of pay, and for advisory purposes, the unit number 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 may sign said posting for such absent employee.

It is understood between the parties that unless equipment is obsoleted, replaced or out of service, or operating procedures are changed, an employee will remain with the equipment assigned to the job for which the employee was the successful bidder.

Either party, after one (1) year, may request discussion of this provision.

Section 7.3. Removal of Name from Posting. If an employee signs a job bid, he can remove his name from consideration before the posting comes down. After the posting is down, the employee is committed and may not refuse the job.

Section 7.4. Filling of Vacancy. In filling a vacancy, the employee signing with the greatest seniority in the department shall be given first consideration. Before a vacancy or new position is filled, the Highway Commissioner and Union representatives shall attempt to mutually agree on the applicant to be selected. If mutual and final agreement is not reached at this point, a grievance may be filed by the Union.

Section 7.5. Probationary Period. Employees filling promotional vacancies shall be on a probationary period for thirty (30) days if in Group III or Group IV and sixty (60) days if in Group I, IA, or Group II.

Section 7.6. 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 7.7. Limit on Bidding. An employee who has been awarded a job in Group I or Group II through this bidding procedure may not bid again for one (1) year.

An employee who has been awarded a job in Group III or Group IV through this bidding procedure may not bid again for six (6) months.

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

Section 7.9. Seasonal Employees. The parties agree that a maximum of twenty (20) seasonal employees may be employed between May 1 and September 30 of each year. Such seasonal employees will be assigned to fill in for drivers, labor work, flagging, mowing and the like.

ARTICLE VIII - WAGES

Section 8.1. Wages: A "Job Classification and Rate Schedule" for January 1, 2004 through December 31, 2004 shall be attached to this Agreement as Appendix "A". A "Job Classification and Rate Schedule" for January 1, 2005 through December 31, 2005 shall be attached to this Agreement as Appendix "B".

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 contribution.

Section 8.3. New Employees. New employees shall progress from the starting rate of pay to the step 2 at the end of the first year, to step 3 at the end of the second year and to the maximum step after forty-two (42) months of continuous employment with the highway division.

Section 8.4. 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 8.5. Lower Rated Job - Bidding or Temporary. Employees going to a lower rated job through the 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 8.6. Higher Rated Job Transfer. An employee assigned to a higher rated job shall receive the higher rated pay.

Section 8.7. Higher Rated Job - Bidding. 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 which their seniority entitles them.

Section 8.8. Classifications. The County and the Union agree to continue to negotiate on the job classifications during the term of this Agreement, and if agreement is reached, to incorporate the new classifications into the contract.

ARTICLE IX - VACATIONS

Section 9.1. 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, the 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 entitled in the year in which they accumulate such continuous service.

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 9.2. Termination. An employee who is entitled to a vacation at the time of terminating his service with the County shall be paid for his vacation 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 9.3. Scheduling. Vacation preference shall be selected on the basis of seniority by May 1st of year vacation is to be taken. The employee with the most seniority makes 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 periods remaining.

Section 9.4. Emergency Leave. Up to five (5) days' emergency leave may be granted to each employee, provided the employee notifies his/her supervisor before taking the time off. Such leave shall be charged against vacation time. Up to five (5) days of vacation may be taken in one-half (□) day increments, with the approval of his/her supervisor. Effective 1/1/92, those employees who earn 15 days of vacation per year shall have the privilege of using up to an additional five (5) vacation days in one day increments with the approval of his/her supervisor, which shall not be unreasonably denied, with a twenty-four (24) hour notice, except in case of emergency or illness when a minimum one-half (□) hour notice shall be required. Employees who have five (5) weeks of vacation may take up to an additional ten (10) days in single day increments, the last five (5) requiring one week's prior notice.

Section 9.5. Retirement. All accrued vacation shall be paid in a lump sum upon retirement.

Section 9.6. It is understood that a maximum of fourteen (14) employees in the department may be on vacation at any time between November 15 and January 15.

Section 9.7. Carry Over of Unused Vacation. An employee who has more than two weeks vacation must use at least two weeks of that vacation during the vacation year. As of 1/1 of the following year, up to one week may be carried over into the following year at the discretion of the employee.

ARTICLE X - HOLIDAYS

Section 10.1. Number of Holidays. The paid holidays are as follows: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, December 24th, Christmas Day and December 31st.

Section 10.2. 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 10.3. 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 10.4. Saturday or Sunday Holiday. If the holiday falls on a Saturday, the County shall have the option of granting the paid holiday on the preceding Friday or of paying an extra day's pay. If the holiday falls on a Sunday, the following Monday shall be considered the paid holiday. The County shall make known its option at least one (1) calendar week in advance of the holiday by posting on bulletin boards.

ARTICLE XI - ACCIDENT AND SICKNESS PAY MAINTENANCE PLAN

Section 11.1. 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 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 his 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 11.2. 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 supervisor 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 his/her supervisor.

- (c) If an employee is unable to report to work due to sickness, the employee must notify his or her supervisor 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, however, an employee who voluntarily terminates during a calendar year will not be paid for unused casual days.
- (e) Casual days may be used in hourly increments for personal business, doctor or dental appointments. Any portion of an hour, (i.e., 1 minute, 5 minutes, 15 minutes, etc.) up to sixty (60) minutes constitutes one hour of casual time. Employees who leave work during their shift and return to working during the same shift shall leave and return on the hour or on ¼ hour increments.
- (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 11.3. 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 11.4. 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 XII - JURY DUTY

Section 12.1. 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 XIII - MILITARY LEAVE

Section 13.1. 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 13.2. Reinstatement. Upon return from military leave, the employee shall be returned to a position and pay in keeping with federal regulations.

Section 13.3. Reserve Training. An employee who is a member of a military reserve and who may be called upon for reserve training or 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 XIV - FUNERAL LEAVE

Section 14.1. Immediate Family. In the event of a death of an employee's father, mother, husband, wife, brother, sister, son, daughter, 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 14.2. Other Family. In the event of a death of an employee's grandchild, such employee will be paid for straight time lost from scheduled work not to exceed two (2) scheduled workdays falling between the date of death and the date of the funeral, both inclusive, except in special circumstances.

Section 14.3. 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 14.4. 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 XV - WORKER'S COMPENSATION

Section 15.1. 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 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 Fund contribution shall be made on the basis of the employee's total compensation. Employees who have Worker's Compensation appointments during their shift shall make every effort to schedule the appointment for the last hour of the shift and must leave work on the hour or on ¼ hour increments.

ARTICLE XVI - OTHER LEAVE

Section 16.1. Personal. Applications for leave of absence for personal reasons shall be made in writing to the Union and shall be presented to the department head. 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 person 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 Executive. Personal leaves of absence requested for a period in excess of six (6) months must be approved by the Kenosha County Executive.

Section 16.2. 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 16.3. 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 16.4. 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 16.5. 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 after the seventh (7th) month of pregnancy provided she has a doctor's permission and returns to work with a doctor's permission within three (3) months after delivery. This section shall be interpreted to comply with all laws and regulations.

Section 16.6. Union Business. Employees selected or elected as delegates to Union conventions, conferences or elective offices 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 16.7. 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 XVII - INSURANCE

Section 17.1. Hospital-Surgical **through 5/31/04**). For the duration of this Agreement, the County shall provide a comprehensive hospital-surgical-major medical coverage policy and a \$25 deductible dental plan. Active employees will have the option of choosing one of three plans outlined below. 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.

- (a) For employees enrolled for coverage for the employee only-- the full premium cost of the coverage. Effective 1/1/96, employees enrolled in the Pyramid Plan shall pay 8% of the premium. However, the County will continue to pay 100% of the premium for retirees on the Pyramid Plan or retire prior to 1/1/96.
- (b) For employees enrolled for coverage for the employee and his/her dependents--the full premium cost of the coverage. Effective 1/1/96, employees enrolled in the Pyramid Plan

shall pay 8% of the premium. However, the County will continue to pay 100% of the premium for retirees on the Pyramid Plan or retire prior to 1/1/96.

- (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 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) 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.

Additional provisions of the plan are listed on Appendix "G" to this Agreement which is attached hereto and incorporated by reference herein.

- (h) PLAN THREE. (Flex Plan) 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). Additional provisions of the plan are listed on Appendix "H" to this Agreement which is attached hereto and incorporated by reference herein. 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. For the 12 month period following implementation of precertification requirements, the County will reimburse an employee the full cost of the first penalty and 50% of the second penalty.

Disputes may be subject to the grievance procedure. **NOTE: Retirees are not eligible for flexible spending accounts.**

- (i) PLAN FOUR (Kenosha Healthcare Partners Plan) This health insurance plan provides a \$10 per visit charge for health visits with a maximum of five, (\$50) for one individual and a family maximum of \$150. The plan provides a \$10 per visit charge for dental visits with a maximum of two co-payments per one course of treatment. Routine dental visits are free of charge. The plan provides for free prescriptions, and a flexible spending account of \$300 single/\$600 family, (one-half of the flex dollar amounts will be given to employees hired after July 1). The plan provides for a \$75 penalty to use the emergency room if not authorized by the Health Care Center prior to, or no later than 24 hours of its use.
- (j) Effective June 30, 1992, active employees shall no longer be eligible for the Standard Plan. Any plan deductible and copay dollars paid by the employee in 1992 will be credited to the plan to which the active employee changes.
- (k) Current retirees on the Standard Plan may remain on the Standard Plan but can switch to the Pyramid Plan, the Flex Plan or Kenosha Healthcare Partners Plan at open enrollment. Current retirees who switch to the Pyramid Plan, the Flex Plan or Kenosha Healthcare Partners Plan cannot switch back to the Standard Plan. New retirees are only eligible for the Pyramid Plan, the Flex Plan or Kenosha Healthcare Partners Plan.
- (l) Open enrollment opportunity to be offered annually to active employees and to retirees.
- (m) Increase the Flex Plan amounts for orthodontia from \$800 to \$1,000 and for physical exams, etc., from \$100 to \$200.
- (n) Incorporate any improvements in active or retiree health insurances when, if and to the extent that such are granted to any other group(s) of county employees.
- (o) Employees who begin participating in the Flex Plan on June 30, 1992 will receive full benefits of the flex account and the physical exams account. Employees who begin participating in the Flex Plan after July 1 of a given year will have 50% of the flex account and physical exams account amount for that year.

Section 17.1. Hospital-Surgical (**Effective 6/1/04**). 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 \$10 copay and a 50/50 split on orthodontia. The Dental Associates plan will have an annual

maximum benefit on all covered dental work, other than orthodontia, of \$2,000 for the years 2003 and 2004. The maximum benefit will increase to \$2,200 for the years 2005 and thereafter. 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 | | |
|--|--|---------------|-------------------------------|--|--|
| A. | All physician visits and all diagnostic lab, x-ray, CT scan, MRI, etc., subject to a \$25 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. | | A. | All claims subject to a \$600 deductible to a maximum of three (3) per family. | |
| B. | All in-patient and out-patient and ER visits subject to the following: | | 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. | |
| | <u>Year 1</u> | <u>Year 2</u> | C. | All in-patient and out-patient and ER visits subject to a \$200 deductible prior to the 75%/25% split in "B" above. | |
| In-Pat. | \$ 75 | \$ 75 | | | |
| Out-Pat. | \$ 75 | \$100 | | | |
| ER | \$100 | \$100 | | | |
| 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 \$75 or \$100 deductible. | | | | | |
| <u>Rx – Co-Pays</u> | | | <u>Rx – Co-Pays</u> | | |
| Generic - \$8.00 | | | Generic - \$8.00 | | |
| Formulary Brand - \$20.00 | | | Formulary Brand - \$20.00 | | |
| Non-formulary Brand - \$40.00 | | | Non-formulary Brand - \$40.00 | | |

- (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 Depart-

ment 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.
- (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) Incorporate any voluntarily negotiated improvements in active or retiree health insurances when, if and to the extent that such are granted to any other group(s) of county employees.
- (n) All employees shall receive a county contribution to their flex account of \$350 single and \$700 family effective January 1, 2004. 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 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) For employees only, be they in-network or out-of-network, the plan provides \$200 annually for a physical. The \$200 may also be applied to a physician ordered stop smoking, weight loss or exercise program.

Section 17.2. Retirees. Employees who retire after January 1, 1979, who are sixty (60) years of age and have had fifteen (15) or more 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.

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

For employees not covered by the preceding paragraph, during the duration of the Agreement, the County agrees to include retiring employees in the group for which the County shall negotiate a comprehensive hospital-surgical-major medical coverage policy including dental coverage. 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.

Section 17.3. Meetings with Insurance and Personnel Committees. Representatives of the Union shall be permitted to meet with the Insurance and Personnel Committees of the County Board annually to discuss the insurance program and the costs of such insurance program.

Section 17.4. Life Insurance. The Wisconsin Group Life Insurance plan shall be continued. The County will pay the full premium required by the Plan.

ARTICLE XVIII - GENERAL PROVISIONS

Section 18.1. 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 18.2. 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 18.3. Safety Devices. The County shall furnish proper safety devices for all work.

Section 18.4. Two Men In Truck. There shall be two (2) men on Highway Department trucks for salting, sanding and/or plowing operations when necessary for safety.

Section 18.5. Use of Automobile. All employees required to use their private automobile for County business shall receive the same rate as established for the county board for each mile traveled in the course of duty.

Section 18.6. 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 18.7. Tool Allowance. Upon completion of a year of service in a classification, each mechanic shall receive a tool allowance of \$200 in 2004, \$300 in 2005, \$400 in 2006 and \$500 in 2007 and thereafter upon submission of receipts and payable within two weeks of such submission.

Section 18.8. Coveralls. The County shall provide coveralls for the use of all employees. The County will clean and maintain coveralls.

Section 18.9. Coffee Breaks. There shall be a fifteen (15) minute break in the first half of the regular work shift. The coffee break period will be between 9:00 a.m. and 9:15 a.m. Any deviation from this time period necessitated by work assignment must be approved by the employee's supervisor. The coffee break may be taken in a restaurant, provided that the employee is within one-half (1/2) mile of the restaurant at the time the coffee break period begins. Travel to and from the work site to the restaurant by employees must be within the fifteen minute break period.

Section 18.10. Supervisors may perform work in an emergency to effect temporary repairs. However, should it be necessary, in order to effect such temporary repairs for the supervisor to pick up materials

at the Highway Garage, an employee shall be called in to make such temporary or permanent repairs.

If there is a dispute concerning whether a situation is an emergency, such dispute will be subject to the grievance procedure.

Section 18.11. Safety Shoe Allowance. The County will provide reimbursement at the rate of \$70 per year for summer work shoes and/or winter shoes. Receipt(s) will be required. This will constitute the sole obligation of the County.

Section 18.12. Reserved for future use

Section 18.13. Tool Insurance. The County shall provide up to \$15,000 of insurance per mechanic for tools.

Section 18.14. Commercial Driver's License. Effective January 1, 1998, the County will pay the full cost of the CDL or endorsements. In the event an employee whose job requires a CDL and endorsements loses said CDL and endorsements for any reason, the Executive Board of the Union shall meet with management in an attempt to work out an equitable solution. If an equitable solution cannot be worked out, the affected employee shall be placed on an unpaid leave of absence for up to three years. During such three year period, the affected employee shall maintain his/her seniority rights and shall be afforded the right to post for any unfilled position provided he/she has regained said CDL and endorsements or is posting for a position covered by this Agreement which does not require said CDL and endorsements. For purposes of this section only, the affected employee shall not accrue additional seniority during such unpaid leave of absence. Furthermore, in the event an employee is terminated for any reason and such termination is sustained via the grievance and arbitration provisions of the Agreement, said employee shall not be covered by this section. An employee may make use of this provision only once during his/her employment with the County.

Section 18.15 Drug or Alcohol Testing. The County will pay for the employee's second sample if the second test result comes back negative.

ARTICLE XIX - MAINTENANCE OF BENEFITS

Section 19.1. Benefits. Any benefits received by the employees, but not referred to in this document, shall remain in effect for the life of this agreement.

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 - SEPARABILITY

Section 21.1. 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 part of the Agreement.

ARTICLE XXII - WAIVER AND ENTIRE AGREEMENT

Section 22.1. 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 of any breach of this Agreement by either party shall not constitute waiver of any future breach of this Agreement.

ARTICLE XXIII - DURATION

Section 23.1. Term. This Agreement shall become effective January 1, 2004, and shall remain in effect through December 31, 2005, 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 23.2. Negotiations. Negotiations of a new agreement, subsequent to receipt of the above-required notice, shall be processed so that a new agreement can be concluded by December 31st if possible. If negotiations of the new agreement are not concluded by December 31st, the effective date of the new agreement shall be January 1st of the following year, 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 _____, 2004, in the City of Kenosha, County of Kenosha, State of Wisconsin.

KENOSHA COUNTY

KENOSHA COUNTY EMPLOYEES,
AFSCME, AFL-CIO, LOCAL 70

County Executive

President

Corporation Counsel

Secretary

Personnel Director

APPENDIX "A"

2004 WAGE RATES - KENOSHA COUNTY HIGHWAY DEPARTMENT LOCAL #70

Effective January 1, 2004 through December 31, 2004

| | START | 1 YEAR | 2 YEARS | 42 MONTHS |
|---|--------------|---------------|----------------|------------------|
| <u>GROUP IA</u> | \$19.13 | \$21.05 | \$22.21 | \$24.48 |
| Shop Operator | | | | |
| <u>GROUP I</u> | \$17.66 | \$19.53 | \$20.70 | \$22.98 |
| Mechanics | | | | |
| <u>GROUP II</u> | \$17.40 | \$19.20 | \$20.32 | \$22.59 |
| Centerline Machine Operator (When Operating) | | | | |
| Excavator Operator | | | | |
| Backhoe Operator | | | | |
| Heavy Grader Operator | | | | |
| Bulldozer Operator | | | | |
| Loader Operator | | | | |
| Snowblower Operator | | | | |
| Vacuum Sweeper Operator | | | | |
| Blacktop Roller Operator | | | | |
| Blacktop Spreader Operator | | | | |
| Head Sign Person | | | | |
| Head Centerline Person | | | | |
| Screed Operator | | | | |
| Stock Person | | | | |
| <u>GROUP III</u> | \$17.14 | \$18.82 | \$20.06 | \$22.31 |
| Machine Operator | | | | |
| State Helper & General Laborer | | | | |
| Patrolman-Truckdriver | | | | |
| Night Utility Operator (Nov. 15 - April 15) | | | | |
| <u>GROUP IV</u> | \$16.87 | \$18.63 | \$19.71 | \$21.91 |
| Janitor | | | | |

The above reflects a 4% increase in the wage rate.

APPENDIX "B"

2005 WAGE RATES - KENOSHA COUNTY HIGHWAY DEPARTMENT LOCAL #70

Effective January 1, 2005 through December 31, 2005

| | START | 1 YEAR | 2 YEARS | 42 MONTHS |
|---|--------------|---------------|----------------|------------------|
| <u>GROUP IA</u> | \$19.80 | \$21.79 | \$22.99 | \$25.34 |
| Shop Operator | | | | |
| <u>GROUP I</u> | \$18.28 | \$20.21 | \$21.42 | \$23.78 |
| Mechanics | | | | |
| <u>GROUP II</u> | \$18.01 | \$19.87 | \$21.03 | \$23.38 |
| Centerline Machine Operator (When Operating) | | | | |
| Excavator Operator | | | | |
| Backhoe Operator | | | | |
| Heavy Grader Operator | | | | |
| Bulldozer Operator | | | | |
| Loader Operator | | | | |
| Snowblower Operator | | | | |
| Vacuum Sweeper Operator | | | | |
| Blacktop Roller Operator | | | | |
| Blacktop Spreader Operator | | | | |
| Head Sign Person | | | | |
| Head Centerline Person | | | | |
| Screed Operator | | | | |
| Stock Person | | | | |
| <u>GROUP III</u> | \$17.74 | \$19.48 | \$20.76 | \$23.09 |
| Machine Operator | | | | |
| State Helper & General Laborer | | | | |
| Patrolman-Truckdriver | | | | |
| Night Utility Operator (Nov. 15 - April 15) | | | | |
| <u>GROUP IV</u> | \$17.46 | \$19.28 | \$20.40 | \$22.68 |
| Janitor | | | | |

The above reflects a 3.5% increase in the wage rate.

SIDE LETTER AGREEMENT

BETWEEN

County of Kenosha, Wisconsin

and

Local 70, 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 70, AFL-CIO, hereinafter referred to as the "Union", is as follows:

During 2004, all employees in this bargaining unit will receive two extra vacation days above and beyond that called for in the contract.

During 2005, all employees in this bargaining unit will receive two extra vacation days above and beyond that called for in the contract.

This side letter will sunset on December 31, 2005.

Witness our hands and seals this _____ day of _____, 2004, in the City of Kenosha, County of Kenosha, State of Wisconsin.

KENOSHA COUNTY

KENOSHA COUNTY EMPLOYEES EMPLOYED
AFSCME, AFL-CIO, LOCAL 70

County Executive

President

Personnel Director

Secretary

Corporation Counsel

SIDE LETTER AGREEMENT

BETWEEN

County of Kenosha, Wisconsin

and

Local 70, 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 70, AFL-CIO, hereinafter referred to as the "Union", is as follows:

This Side Letter Agreement is in effect from November 15, 2004 through April 15, 2005 subject to renewal as provided below.

1. For overtime winter operations defined as November 15th through April 15th, a volunteer call-in sheet will be posted for a period of one-week beginning two weeks prior to the beginning of a pay period. Employees who sign on the volunteer list will be on-call for the two-week pay period. Employees may submit up to two (2) numbers where they may be reached.
2. The following positions will be available for voluntary sign-up:
County - a group of 13 volunteer positions
State - a group of 5 volunteer positions
Interstate - a group of 3 volunteer positions
Mechanics - a group of 2 volunteer positions
Stockman - 1 volunteer position
Janitor - 1 volunteer position

The individuals in the above groupings will be subject to change for every two-week period by allowing those employees within the above referenced groups to sign on the volunteer overtime list based upon those employees with the least accumulated overtime to be placed on the list first. In the event any further conflicts occur, seniority shall govern.

3. Employees who have volunteered will be ranked within a group based on the employee with the least accumulated overtime being first to be called. A number of employees within a group will be called based on lowest accumulated overtime and the number of employees needed within the group. All employees who have volunteered will be called before non-volunteers. Non-volunteers will be called, if needed, after the volunteer list is expired. Non-volunteers will be called based on the lowest accumulated overtime employees being first to be called.

4. Six (6) hours of compensatory time at straight time will be awarded to each employee that volunteers to be on this list and is available for any two-week period. An employee may earn a maximum of 40 hours of comp time at straight time.
5. All comp time earned under this Side Letter Agreement must be used in a minimum of one-half day increments between April 15 and June 1, unless pre-approved and authorized by their Supervisor. If an employee has less than four (4) hours of accumulated comp time remaining, he/she shall be allowed to utilize the balance of such comp time in less than ½ day increments.
6. An employee who volunteers, but does not respond when called, will be docked the compensatory time for the two-week period in which such non-response occurs and shall be removed from the volunteer list for the remainder of the two-week period.
7. If, after exhausting the Division of Highway's call-in list there remains a shortage of needed personnel to perform winter operations, other qualified Department of Public Works employees may be called to work, subject to mutual agreement between the parties on a case by case basis.
8. The parties agree to review this Side Letter Agreement on an annual basis to incorporate any mutually agreed to changes, or to renew the letter in its entirety, for the length of the Agreement.
9. This agreement shall expire on December 31, 2007 unless the parties mutually agree to extend this agreement.
10. Any disputes that may arise between the parties as to the interpretation or application of this Side Letter shall be submitted to Karen Mawhinney for resolution, up to and including binding arbitration.

Dated this _____ day of _____, 2004, in the City of Kenosha, County of Kenosha, State of Wisconsin.

KENOSHA COUNTY

KENOSHA COUNTY EMPLOYEES EMPLOYED
AFSCME, AFL-CIO, LOCAL 70

County Executive

President

Personnel Director

Secretary

Corporation Counsel