

2009-2011

AGREEMENT

BETWEEN

COUNTY OF KENOSHA, WISCONSIN

AND

KENOSHA COUNTY FEDERATION OF NURSES
AND HEALTH PROFESSIONALS

LOCAL 5061, AFT, AFL-CIO

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2009-2011 AGREEMENT

This Agreement made and entered into by and between the County of Kenosha, Wisconsin, hereinafter referred to as the "County" or "Employer", and the Kenosha County Federation of Nurses, Local 5061, AFT, AFL-CIO, hereinafter referred to as the "Union" is as follows:

ARTICLE I - RECOGNITION

Kenosha County (hereinafter referred to as "County") recognizes Local 5061, Kenosha County Federation of Nurses and Health Professionals, AFT, AFL-CIO (hereinafter referred to as "Union") as the exclusive collective bargaining agent for all regular full-time and part-time Registered Nurses, including graduate nurses, and Registered Music Therapists, employed by Kenosha County, excluding all supervisory, managerial and confidential employees.

ARTICLE II - MANAGEMENT RIGHTS

Subject to this Agreement and subject to applicable law, the county possesses the sole right to operate the County, without limiting the generality of the foregoing, the County's rights include the right to:

- a) Direct all operations of the County.
- b) Establish reasonable work rules and schedules of work, including the right to assign overtime.
- c) To create, combine, modify and eliminate positions within the County.
- d) To hire, promote, transfer, schedule and assign employees in positions within the County.
- e) To take appropriate disciplinary action against employees for just cause.
- f) To maintain efficiency of County operations.
- g) To contract for goods and services.
- h) To introduce new or improved methods or facilities and to change existing methods or facilities.
- i) To determine the kinds and amounts of services to be performed as pertains to County operations.

- j) To take whatever action is necessary to carry out the functions of the County in situations of emergency.
- k) To determine the method, means and personnel by which County operations are to be conducted.

These rights shall not be used for the purpose of discriminating against any employee or for the purpose of discrediting or weakening the Union or circumventing the Agreement or Municipal Employment Relations Act.

ARTICLE III - FAIR SHARE AGREEMENT

The County hereby recognizes the Fair Share Principle as set forth in Wisconsin Statute 111.70 as amended. The Union, as the exclusive representative of all of the 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 Bylaws 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 or designee of Local 5061 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 first full pay period following the employee's date of hire.

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 or designee of Local 5061 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 5061 at least thirty (30) days prior to the effective date of such change.

The collective bargaining representative shall indemnify and save the Employer harmless against any and all claims, demands, suits, orders, judgments, or other forms of liability that shall arise out of, or by reason of, action taken or not taken by the Employer under this section.

ARTICLE IV - GRIEVANCE PROCEDURE

A. Definition.

A grievance shall mean any dispute which may arise between an employee or employees or the Union and the Employer involving the interpretation or application of this Agreement or a work practice concerning wages, hours, working conditions or other conditions of employment.

B. Grievances shall be subject to the following procedure:

Step One. The grievant shall present the grievance in writing within ten (10) working days of the event or occurrence to the Director of Nursing or designee or said grievance shall be barred. The Director of Nursing or designee will meet with the grievant and the steward within five (5) working days to discuss the grievance. The Director of Nursing or designee will give the Union twenty-four (24) hours notice of this first meeting. The Director of Nursing or designee will respond in writing within five (5) working days of the discussion.

Step Two. In the event the grievance is not satisfactorily adjusted in Step 1, the Union may appeal the grievance to Step 2 by notifying within ten (10) working days of the completion of Step 1, the Personnel Director and Division Director in writing. This appeal shall state the name of the aggrieved, the date of the grievance, the subject and the relief requested. The Personnel Director and Division Director shall meet with representatives of the Union to discuss the grievance within fourteen (14) calendar days. If the Personnel Director and Division Director fails to give his/her 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 addition, the parties may mutually agree to extend time limits after this step of the grievance procedure to allow the Administration Committee to review the grievance prior to it being submitted to an arbitrator.

Step Three. Grievances unresolved at the preceding step may be submitted to arbitration. The party seeking arbitration shall notify the other party within ten (10) working days of receipt of the answer in Step Two of its intent to arbitrate and 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 (1) name remains, the party desiring arbitration striking the first name. The decision of the arbitrator shall be final and binding. The arbitrator shall have no authority to add to,

subtract from, or modify this Agreement. The costs of the arbitrator, shall be shared equally by the parties.

- C. Employees shall be permitted to process grievances at any step on work time, provided, however, they first notify their immediate supervisor. The Department Head may limit the number of employees permitted to process grievances on work time. This limitation will not be exercised unreasonably.

ARTICLE V - HOURS OF WORK AND OVERTIME

Work Day and Work Week: At Brookside Care Center, the normal work day shall be as follows: Eight (8) consecutive work hours within any day, excluding any meal periods.

At Brookside Care Center, the normal work week shall be as follows: Forty (40) hours in five (5) normal work days in a period from midnight Sunday to 11:59 p.m. the following Saturday.

In Kenosha County Division of Health, the County shall continue the past practice with regard to normal work day, normal work week, and scheduling. Summer school hours will be assigned based on seniority.

Shifts: All employees at Brookside Care Center shall be assigned a permanent shift and shall be scheduled for that shift.

Meal Periods: At Brookside Care Center, on the day and evening shifts, an employee will have a one-half (1/2) hour unpaid meal period without work responsibility at a reasonable time each day. In Kenosha County Division of Health, an employee will have a one (1) hour unpaid meal period without work responsibility at a reasonable time each day. In the event an employee is required to work during his/her meal period, he/she shall be allowed time off in the amount of the unused lunch period.

Overtime: All employees shall be compensated at the rate of one and one-half (1 ½) times their base rate of pay for all work in excess of forty (40) hours per week or eight (8) hours per day. For purposes of overtime calculation, paid time off (e.g. vacation, sick leave days, casual days, jury duty leave, bereavement leave, and time compensated for holidays) shall be considered as time worked. All overtime will be filled on a voluntary basis.

Weekend Work: Brookside Care Center nurses shall receive every other weekend off. A weekend shall be defined for purposes of this section as Friday and Saturday for employees working on the night shift and Saturday and Sunday for employees working on the day and evening shifts.

Alternate Work Weeks: By mutual agreement with the Union, the County may establish alternate work weeks on an experimental basis.

Such alternate work weeks shall be pursuant to procedures and guidelines developed jointly with the Union.

Float/Per Diem Positions. The first three part-time positions that become available after January 1, 2001 and which remain unfilled after posting will be considered "float" or "varied hours" positions. Persons filling these positions are not assigned a permanent shift and may be assigned to work any shift and up to two consecutive weekends if necessary as may be required from time to time. Shift differentials shall be paid as set forth in this agreement.

These positions will not be utilized to eliminate full-time positions. These positions will be used primarily for filling in for any employee absences. Current part-time R.N.s will continue to work the hours previously agreed upon and signed for.

The county may establish per diem positions for staffing purposes which will be utilized on an as needed basis in the event that open posted hours are not filled.

Outside Shift Hours: Registered Nurses at Brookside who agree to work a shift other than their normally scheduled shift will receive a premium of one dollar and fifty cents (\$1.50) per hour in addition to his/her regular straight time hourly rate of pay. This differential is in addition to any other differentials that are applicable.

Emergency Closings of Courthouse, Social Services and Other Departments:

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

Compensatory Time for Directly Observed Therapy and Directly Observed Preventive Therapy: In the event that directly observed therapy or directly observed preventive therapy is required to be administered outside of the normal working hours as stated in Article V of the contract agreement between the County of Kenosha, Wisconsin and Local 5061, the nurse will receive two hours of compensatory time for each visit.

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

Compensatory time must be used within six (6) months of earning such compensatory time. Compensatory time off which has not been used within six (6) months of earning such compensatory time off shall be paid for as earned wages or salary on the first payroll following such six (6) month period. Compensatory time for nurses in the Division of Health is assigned at the discretion and with the approval of the Director of Nursing.

Work time anticipated to be outside of 0800 to 1700, with greater than 24 hours advance notice and supervisor approval, will be scheduled as a flex work day.

Work time that extends outside of 0800 to 1700 work day and is NOT anticipated, with less than 24 hours notice, will be compensated at a rate of time and one-half and requires supervisor approval.

A Flex work day will not be required more than one Saturday in each calendar year or more than two times per month occurring Monday through Friday, with a maximum of 18 times per year.

Flex time off will be taken within the same work week.

Compensatory Time Off - Institutions. Employees may elect to take one-half (1/2) of their overtime worked as compensatory time instead of overtime pay, with the approval of their supervisor. Such approval shall not be unreasonably withheld. Compensatory time must be used within six (6) months of earning such compensatory time. Compensatory time off which has not been used within six (6) months of earning such compensatory time off shall be paid for as earned wages or salary on the first payroll following such six (6) month period.

ARTICLE VI - WORK SCHEDULES

At Brookside Care Center, the Employer will post a schedule of each employee's work assignment for a four (4) week period not less

than two (2) weeks preceding the month for which the schedule applies. In the event this schedule is changed, the affected employee(s) will be notified as soon as possible.

ARTICLE VII - DISCIPLINE

Employees shall comply with this Agreement and all reasonable work rules. Any employee will be demoted, suspended, otherwise disciplined, or discharged only for just cause. The Employer will notify the Union in writing within seventy-two (72) hours of any discipline taken against any employee covered by this Agreement and the reason for it. An employee will have the option of Union representation at any meeting involving discipline and at any meeting in which the employee is questioned about any incident which could lead to discipline.

ARTICLE VIII - PROBATIONARY PERIOD

New employees shall be on probationary status for their first seven hundred (700) hours worked in the bargaining unit or six (6) calendar months, whichever comes first. This probationary period may be extended for an additional three hundred forty (340) hours with the written consent of the Union and the employee. During the probationary period, the employee shall be subject to dismissal for any reason without recourse to the grievance procedure. Upon completion of the probationary period, the employee shall be granted seniority rights from the employee's most recent date of hire as an R.N. An employee who has previously completed a probationary period and is rehired within one (1) year of resignation shall not be required to be on probationary status. During the first ninety (90) calendar days of employment, employees shall not be eligible for any fringe benefits under this Agreement; however, they shall be eligible for all fringe benefits after their first ninety (90) calendar days of employment.

ARTICLE IX - SENIORITY

Seniority. Seniority shall mean an employee's length of continuous service with the County in a position covered by this Agreement. Seniority shall be by Department---Brookside Care Center or Kenosha County Division of Health.

Potential Kenosha County Division of Health employees shall be ranked based on their qualifications during the interview process by the County. This ranking is to remain on file in the personnel department for the length of the employee's employment with the County. This ranking shall determine employee seniority in the event that one or more employees have the same start date.

Seniority for current employees who have the same start date shall be determined by the employee's social security number. The employee with the lowest social security number shall have the highest seniority. In the event there are several employees with the same start date, seniority will be determined in this manner. The lowest social security number will have the highest seniority and the highest social security number will have the lowest seniority in ascending order.

Probation. New employees shall be added to the seniority list after completion of their probationary period retroactive to the date of hire.

The Employer will, on the execution of this Agreement and at least every twelve (12) months thereafter, post a seniority list.

Seniority shall be lost when the employee:

- a) Resigns,
- b) Is discharged for just cause,
- c) Fails to return to work within ten (10) working days after recall from layoff, by certified mail, return receipt,
- d) Fails to report for work at the end of a leave of absence or extension thereof, or
- e) Retires.

ARTICLE X - LAYOFF AND RECALL

In the event it becomes necessary to reduce the number of employees in a department, the probationary employees shall be the first to be laid off, then the employee with the least departmental seniority. When laying off bargaining unit employees, the employee with the most departmental seniority as opposed to county-wide seniority will be retained. Department, for purposes of this section, shall mean the Brookside Care Center or the Kenosha County Division of Health.

Recall: Rehiring of employees that have been laid off within a department shall be in reverse order to that of laying off. The notice of recall for any such employee shall be sent by certified mail to the last known address of the employee. Employees on layoff shall forward any change of address to the Personnel Department. Employees who are on layoff from one department covered by this Agreement may seek to fill a vacancy in another department covered by this Agreement pursuant to the provision of this Agreement entitled "Vacancies". For purposes of this section,

there are two separate departments within the bargaining unit, i.e., Brookside Care Center and Kenosha County Division of Health.

ARTICLE XI - VACANCIES

The County will post notices of all vacancies for positions covered by this Agreement. Notices shall be posted for five (5) working days. Notices shall contain the vacancy's status, (full-time or part-time), department, (Brookside Care Center or Kenosha County Division of Health), and shift. Employees interested in filling the vacancy shall notify the Employer by completing a written application form. Vacancies within each department will be filled in the following sequence:

- a) By employee with the greatest departmental seniority.
- b) Other interested bargaining unit employees and outside applicants.

If the other bargaining unit employee's qualifications, (certification, if applicable, and work experience) are relatively equal to those of other applicants, the bargaining unit employee with the most seniority shall be given preference. The County will notify applicants and the Union of its decision within two (2) weeks after the decision to fill the position is made.

Employees who transfer or are promoted out of the bargaining unit may return to the bargaining unit without loss of seniority or benefits for a period of thirty (30) days from date of transfer or promotion. If such employee returns to the bargaining unit within thirty (30) calendar days of transfer or promotion, that employee shall have the right to be reinstated in her former bargaining unit position.

Employees will not lose pay or benefits as a result of transfer except:

- a) To the extent that they transfer to a shift with a smaller shift differential than their former shift, or
- b) To the extent that they transfer from full-time to part-time status and receive less compensation as a result of working less hours, and subsequently accrue benefits on a prorated basis. In such case, the employee will not lose any benefits accrued while working as a full-time employee, or
- c) Where an employee seeks a voluntary reduction in classification.

Trial Period: The employee who accepts a promotion or transfers from one department to another shall have thirty (30) days to

voluntarily return to their position with no loss in benefits or seniority and shall serve a five hundred twenty (520) hour time-worked trial period working in the position. When the employer determines an employee is not qualified within said period, he shall be returned to his former job at his former rate of pay with no loss in other benefits.

ARTICLE XII - COMPENSATION

Wage rate schedules for employees in the bargaining unit for the term of this Agreement is attached hereto as Appendix "A", "B" and "C" and made a part hereof.

Employees on the second shift shall receive \$1.75 per hour shift differential. Employees on the third shift shall receive \$2.25 per hour shift differential. The differential shall be paid for all hours paid, including paid time off, to an employee assigned to the second or third shift (i.e., the differential is permanent). Beginning 1/1/08, the shift differential shall increase to \$2.00 for second shift and \$2.50 for third shift.

Weekend Pay - increase premium for working extra Saturday shift to time and one-half effective prospectively after mutual ratification of the 2003-2005 Agreement. Increase premium for working extra Sunday shift to double time, effective prospectively after mutual ratification of the 2001-2002 Agreement.

The County is allowed to hire RNs with direct public health or geriatric experience and start them anywhere on the wage schedule that does not exceed the length of the applicant's outside experience.

Wage Schedule Placement. Registered Nurses hired at the Kenosha County Division of Health with prior nursing experience may be placed anywhere on the wage schedule as long as it does not exceed the length of the applicant's outside experience. New hires will start at the "start rate" and will be placed at the "adjusted rate" after their probationary period is completed. The "adjusted rate" will be determined by considering the following:

- Overall nursing experience and applicability to current position held.
- Direct public health nursing experience
- Performance evaluation during the probationary period.

ARTICLE XIII - VACATIONS

Union assures Brookside management the employees will cooperate to avoid lack of coverage due to employee absences on paid vacation/holidays.

Entitlement: For employees with less than 6 months service prior to June 1st, these employees shall accrue 1 day of vacation for each 2 full months worked. Employees cannot take this vacation accrual time until they have completed six months of service. All full-time employees hired before January 1, 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 twelve (12) days of vacation with pay at the rate of ninety-six (96) hours of work. All employees with seven (7) years or more of service shall receive seventeen (17) days of vacation with pay at the regular rate of one hundred thirty-six (136) hours of work, provided, however, any employee reaching his seventh (7th) anniversary date during the calendar year shall be entitled to seventeen (17) days of vacation during such calendar year. All employees who have completed fifteen (15) years of continuous service with Kenosha County shall be eligible for twenty-two (22) days of vacation with pay at the regular rate of one hundred seventy-six (176) 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 for twenty-seven (27) days of vacation with pay at the regular rate of two hundred sixteen (216) hours of work and shall be so entitled in the year in which they accumulate such continuous service.

Termination: Any 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 give the required two (2) week notice of termination. Said two week notice is clarified to be two weeks of work, not including remaining vacation and casual time.

Vacation Pay: 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.

Scheduling: For Brookside Care Center employees, vacation preference shall be selected on the basis of seniority. The employees shall make known their vacation preference prior to March 1st of each year. The County shall post the vacation schedule by April 1st. The employee with the most seniority makes first selection, and so on. Employees must either take the vacation at the time posted for or such vacation period will again be posted with the most senior employee making the first selection, etc., for each period. Employees not making known their vacation preference by April 1st must take their vacations in the periods remaining. For Kenosha County Division of Health employees, the County shall continue the past practice regarding vacation scheduling.

Vacation Scheduling for Kenosha County Division of Health. Vacation preference shall be selected on the basis of departmental seniority by March 1st of the year vacation is to be taken. The employee with the most departmental seniority shall make the first selection and so on. Employees not making vacation selections by March 1st will be granted vacation time on a first come, first served basis. Employees will be notified, by their supervisor, by March 15th if their vacation was not approved. For vacation requests to be taken prior to March 1st and after March 15th, employees will be notified if their request was not approved within one week. If employee is not notified of denial as outlined above, employee's vacation will be considered approved. The division head shall determine the number of employees on vacation at any given time.

School nurses need to be available during the school year. No vacations will be allowed while school is in session.

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. Requests for leave shall not be unreasonably denied. If adequate notification or proof of the actual emergency is not given, the request may be denied based on facility staffing needs. Emergency leave shall not be granted on weekend work days or scheduled holidays. There shall be no unpaid time off if an employee has benefit time left.

Reduction in Vacation Eligibility: An employee whose vacation eligibility has been reduced due to absence from work, may take as unpaid days off the same number of days of vacation he would have been entitled to if his vacation eligibility had not been reduced.

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

Vacation Buy Out: Employees who have earned a minimum of 80 hours of vacation must take 80 hours of vacation. Employees who have earned a minimum of 120 hours must take 80 hours of vacation and may carry over 40 hours into the following year or cash out 40 hours. Employees who have earned a minimum of 160 hours must take

80 hours of vacation and may carry over into the following year 80 hours and cash out nothing or carry over 40 hours and cash out 40 hours.

ARTICLE XIV - HOLIDAYS

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. Kenosha County Division of Health nurses have the day after Thanksgiving in lieu of Veteran's Day as a holiday.

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.

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

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

Saturday or Sunday Holiday: For Kenosha County Division of Health employees, if the holiday falls on a Saturday, the paid holiday shall be observed on the preceding Friday. If the holiday falls on a Sunday, the following Monday shall be considered the paid holiday.

Holiday Weeks:

- a) Regular full-time employees shall receive two holiday weeks off at their regular rate of pay in lieu of holiday pay.
- b) These weeks shall be taken at any time. Usage shall be as follows at employee option:
 1. Two weeks off;
 2. Two weeks with pay;
 3. One week off and one week with pay.
- c) Holiday weeks shall be scheduled pursuant to Article XIII of this Agreement. Only one person may be off under this provision at one time.
- d) Regular part-time employees shall receive holiday weeks as above in accordance with Article xxv of this Agreement.

- e) Kenosha County shall deduct from the last paycheck of any employee who has used his/her holiday weeks and who terminates before the end of the year, an amount equal to the number of unobserved holidays during the course of the calendar year. This deduction is to insure that the employees receive only the proper amount of compensation for the prorated portion of the holiday weeks to which he/she is entitled during the calendar year of termination of his/her employment.
- f) Employees leaving the employment of the county shall be paid prorata for all holiday weeks earned, based on the number of observed holidays at date of separation, but not taken.
- g) Holidays worked shall be rotated equitably among employees.
- h) Holiday time off may also be selected in increments of one day or more, with the approval of the supervisor.

ARTICLE XV - ACCIDENT AND SICKNESS PAY MAINTENANCE PLAN

Accident and Sickness Plan: Effective January 1, 1975, an Accident and Sickness Pay Maintenance Plan was established.

- a) The following benefits will be paid in a case of non-occupational accident or illness for employees employed by the County. All regular full-time employees will receive thirty (30) calendar days at full pay with coverage starting on the first (1st) day of accident, first (1st) day of hospitalization and seventh (7th) day of illness and first (1st) day of out-patient surgery. 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.
- b) 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.
- c) 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.

- d) 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.
- e) 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.

Casual Days: Except as otherwise provided below, every employee 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 50% or more of the workdays in order to be credited with a month of service.

Any days not used during a year will be paid to the employee on or before March 1st following the end of the calendar year.

- a. Casual days will be granted if written notice of the employee's intent to take such days is received by

his/her department head at least 24 hours prior to the schedule 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 illness or accident, he must notify his department not later than one (1) hour before his scheduled starting time. He shall state the reason for his absence, the expected length of absence and whether or not he will charge the absence to his casual days. If the employee elects to charge the absence to his casual days, he need not give a reason for his absence. Employees may charge half (1/2) casual days.
- c. Casual days may be used in less than full day or less than half (1/2) day increments for personal business, doctor or dental appointments.
- d. 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.
- e. An employee who terminates during a calendar year will be paid for unused casual days.

No casual days may be used between December 15th and the end of the calendar year.

Time off without pay shall not be granted if an employee has unused vacation days, except in case of illness, or unused casual days.

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.

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 XVI - JURY DUTY AND WITNESS LEAVE

An employee called for jury duty or as a witness in a job related proceeding shall receive his regular salary for such time, provided he shall deposit any compensation he received for jury duty or as a witness with the County Treasurer and receive his regular pay in turn. Employees called for jury duty or as a witness but not assigned to serve will return to their assigned jobs as soon as dismissed.

ARTICLE XVII - MILITARY LEAVE

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 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 XVIII - FUNERAL LEAVE

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-and son-in-law, such employee will be paid for straight time lost from scheduled work not to exceed three (3) consecutive scheduled work days falling between the date of death and the date of the funeral, both inclusive, except in special circumstances.

In the event of a death of an employee's step-child or step-parent, such employee will be paid for straight time lost from scheduled work not to exceed two (2) consecutive scheduled work days falling between the date of death and the date of the funeral, both inclusive, except in special circumstances. (This provision

is effective prospectively after mutual ratification of the 2001-2002 Agreement).

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

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

ARTICLE XIX - WORKER'S COMPENSATION

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.

ARTICLE XX - UNPAID LEAVES

Applications for unpaid leaves of absence shall be made in writing to the County and shall be presented to the appropriate Department Head. All employees must have one (1) year of service before any request for unpaid leave of absence will be granted. An unpaid leave may not be granted for the purpose of taking other employment; however, the term "other employment" shall not include elected federal, state, county or municipal offices or Union duties.

Unpaid leave may be granted for personal business, illness, education, adoption or other reason.

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

appropriate Department Head may grant an unpaid leave of absence for thirty (30) calendar days or less. Unpaid leaves 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 or designee. Unpaid leaves requested for a period in excess of six (6) months must be approved by the Department Head and the County Executive or designee.

Up to two (2) unpaid days off per year may be taken without penalty. Said unpaid days will require prior authorization and the unpaid days cannot be used for weekends, holidays and between December 15 and January 2. This provision applies at both Brookside and Health.

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.

ARTICLE XXI - HEALTH-SURGICAL

For the duration of this Agreement, the County shall provide a comprehensive hospital-surgical-major medical coverage policy and a \$25 deductible dental plan. The County will continue to provide a Dental Maintenance Organization (currently Dental Associates) with a \$2,200 annual cap, a \$20 co-pay and a 50% split on orthodontia. Effective January 1, 2007, the Dental Associates annual cap will increase to \$2,500 per eligible participant. Active employees will have the option of choosing the In-Network or Out-of-Network physicians when determining health care services. Open enrollment will occur 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="padding-left: 40px;">2009 \$31 2010 \$32 2011 \$33</p> <p>B. All in-patient and out-patient and ER visits subject to the following:</p> <p style="padding-left: 40px;">In-Pat. \$ 120 (2009) \$ 140 (2010) \$150 (2011)</p> <p style="padding-left: 40px;">Out-Pat. \$ 120 (2009) \$ 140 (2010) \$150 (2011)</p> <p style="padding-left: 40px;">ER \$ 100</p> <p style="padding-left: 40px;">In-office surgical procedure* \$50.00</p> <p style="padding-left: 40px;">*Only one co-pay, the greater of medical co-pay/in-office surgical applies.</p> <p>C. Ambulance Service Co-payment \$60</p> <p>D. Chiropractic Care Medical Co-payment \$2,500 annually</p>	<p>A. All claims subject to a \$600 deductible to a maximum of three (3) per family.</p> <p>B. After the deductible is satisfied, co-insurance of 75%/25% on the next \$7,000 (\$1,750) single and \$13,000 (\$3,250) family.</p> <p>C. All in-patient and out-patient and ER visits subject to the deductible and the 75%/25% split in "B" above.</p>
<p><u>Rx – Co-Pays</u></p> <p>Generic – 2009 - \$10.00 ** 2010 - \$11.00 ** 2011 - \$12.00 **</p> <p>Formulary Brand - \$22.00 ** Non-formulary Brand - \$44.00 **</p> <p>** two co-pays for 90 day supply</p>	<p><u>Rx – Co-Pays</u></p> <p>Generic – 2009 - \$10.00 ** 2010 - \$11.00 ** 2011 - \$12.00 **</p> <p>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>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 confine-ment 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 (o).
- (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 of the Union any improved plan that is voluntarily agreed to by the County with any other county union.
- (n) All employees who are enrolled in the current network option 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 two co-pays for generics, 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) Retirees: Employees who are sixty (60) years of age and have had fifteen (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.

Employees who retire between the ages of 57 and 60 with 15 years of service may leave the county's health

insurance plan if they are covered by another plan and return to the county's plan at age 60 if they show proof of insurance while not covered by the county's plan.

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

ARTICLE XXII - LIFE INSURANCE

The County shall continue the current Wisconsin Group Life Insurance Plan for all employees at no cost to employees.

ARTICLE XXIII - RETIREMENT PLAN

The County agrees to pay the employees' share to the Wisconsin Retirement Fund in addition to the County's normal contribution. For employees hired after the mutual ratification of the 2001-2002 Agreement, the County shall not pay the employee's share of the Wisconsin Retirement Fund until the beginning of the first pay period following the completion of six (6) months of employment.

ARTICLE XXIV - 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.

ARTICLE XXV - PART-TIME EMPLOYEES

Regular part-time employees shall be eligible to receive fringe benefits after completion of their probationary period. Fringe benefits are based upon the number of hours hired as specified in the job posting. Hours spent on sick leave will count as hours worked for benefit purposes. Part-time fringe benefits shall be as follows:

0 hours but less than 16 hours	No fringe benefits
16 hours but less than 24 hours	50% of full-time benefits
24 hours but less than 32 hours	75% of full-time benefits
32 hours but less than 40 hours	100% of full-time benefits**

**Parties agree that current employees (one) with greater benefits will retain such benefits at their current level.

School Nurses will continue with the current practice of 75% benefits. Nurses who work a part-time public health posting and a part-time school nurse posting simultaneously shall receive benefits based on the posted hours for both positions, according to Article XXV for the months of January through May and September through December. During the months of June, July and August, nurses shall receive benefits based on the posted hours for the public health posting, according to Article XXV.

ARTICLE XXVI - SEMINAR DAYS

The department agrees to budget reasonable dollars for two seminar days per year for both Brookside and Division of Health employees subject, however, to county board approval for such seminar days. Mileage will be reimbursed in accordance with Article XXVIII. Requests for seminar days will not be unreasonably withheld.

ARTICLE XXVII - IN-SERVICE

Employees who are required by the County to attend a program of in-service education will be considered on work time and so compensated for attendance at any such program. In the event an employee is required to attend any such program or nursing staff meeting held outside that employee's regular working hours or on that employee's day off, the employee shall be paid for actual time spent at said meeting, not to exceed two (2) hours per meeting.

ARTICLE XXVIII - MISCELLANEOUS PROVISIONS

Bulletin Boards: The County agrees to provide bulletin boards or space thereon for the Union's use. The bulletin boards are to be used for posting of Union notices.

Personnel Records: An employee shall have the right, upon reasonable written notice, to review his/her personnel file and to respond in writing to anything the employee deems to be adverse or unjustly presented. After two (2) years, memoranda memorializing oral and written reprimands and discipline-related statements will be removed from the employee's personnel file and all records thereof shall be destroyed.

Uniforms: The wearing of the nurses cap will be optional at the discretion of the nurse. The County will provide up to \$100 for a uniform allowance for Brookside Care Center employees based upon receipts and uniform definition. The County will provide a \$100 clothing allowance for all nurses working in the health department based upon receipts.

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

Payroll Information: Any employee may request and will receive within a reasonable time, payroll information relating to that employee's accumulated casual days, vacation days, compensatory time and holidays.

Negotiations: The County will allow members of the bargaining committee time off with pay to attend bargaining sessions during their regularly scheduled work hours for contract negotiations.

Compensated time will be for the actual hours in negotiations, including caucus meetings on days scheduled for negotiations.

This provision is limited to the actual time spent in negotiations with a limit of twenty (20) hours per day.

The Union President shall inform the Director of Nursing, the names of Committee members to be paid.

Paychecks: The County shall make every effort to make paychecks available to evening and night shift employees in sealed

envelopes on their Thursday evening and night shifts before the designated payday.

Professional Liability Insurance: The County will pay for professional liability insurance, of the employee's choice, on an individual basis, for Kenosha County Division of Health bargaining unit nurses.

Auto Allowance: The County shall compensate employees for the use of their personal automobile at the rate established by the IRS, plus any applicable parking fees or tolls. Said rate is intended to reimburse the employee for all car-related expenses incurred in the use of a personal vehicle for County business.

Tuition Reimbursement: Employees covered under the terms of this agreement may be eligible to receive tuition reimbursement in accordance with the following formula and conditions:

1. Employees may receive 50% reimbursement of tuition up to a maximum of \$500 per year for courses pre-approved 30 days in advance by the Department Head and Personnel Director.
2. Tuition reimbursement as provided for in this section shall be conditioned upon the employee receiving a grade of C or better.
3. Tuition reimbursement as provided for in this section must relate to tuition for courses which are job related and approved by the department head.

Effective 1/1/04, the County agrees to establish a \$10,000 fund for this bargaining unit for tuition reimbursement. Whatever money remains unspent at the end of each year is returned to the County's General Fund. Said fund will be replenished on January 1 of each year. The program will operate under the same guidelines as the county's tuition reimbursement program for other county employees. There will be no double dipping between the fund established for this unit and the fund established under the County's tuition reimbursement program.

R.N. Supervisor: The County may designate one employee as an R.N. Supervisor of shifts during the work week, including weekends, where management or supervisory employees are not assigned. Such designation as R.N. Supervisor will be construed as conferring the responsibility necessary to meet applicable sections of HSS 132 and applicable Federal Regulations.

Bargaining unit employees who are assigned to work in place of a supervisor shall be paid 7% above the employee's regular base rate.

Such designation shall be offered by seniority on the affected shift based on ability. Employees have the right to refuse such

designation for cause. If all employees on a shift refuse, the County can designate an employee as an R.N. Supervisor.

Union Conferences: Employees may be allowed time off with pay to attend union conferences only if the union is putting on the program and awarding continuing education credits. Such time off shall not be unreasonably denied and require 1 CEU for every two hours paid to a limit of eight hours.

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. Employees on said leave shall be allowed at their discretion, to substitute any unused paid time, including comp time, available to them.

Certification: The County will pay for certification fees and the costs of certification training provided it is approved by the County and is job related.

Nurse Practice Labor/Management Meetings. In the interest of maintaining good channels of communication and resolving issues of concern there will be quarterly meetings with nurse union officers and management at both Brookside and the Health Department in order to discuss concerns regarding nurse practice and other labor issues. The Director of Personnel will schedule and participate in the quarterly meetings.

ARTICLE XXIX - WAIVER AND ENTIRE AGREEMENT

The County and Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agree 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. Waiver of any breach of this Agreement by either party shall not constitute waiver of any future breach of this Agreement.

ARTICLE XXX - MAINTENANCE OF BENEFITS

The Employer shall continue all wages, hours and working conditions which are mandatory subjects of bargaining to the extent allowed by applicable law.

ARTICLE XXXI - NO STRIKE

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 agrees that it will not authorize a strike nor shall any employee engage in a strike or slowdown, concerted work stoppage, sympathy strike or any other intentional interruption of work during the term of this Agreement. The County will not prevent employees from carrying out their duties by conducting a lockout.

ARTICLE XXXII - SEPARABILITY

If any article or part of this Agreement is held to be invalid by operation of law or of any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or part should be restrained by such tribunal, the remainder of the Agreement shall not be affected thereby and the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or part.

ARTICLE XXXIII - DURATION

Except as otherwise noted, this Agreement shall become effective January 1, 2009 and shall remain in effect through December 31, 2011, and shall be automatically renewed for periods of one (1) year thereafter unless either party shall serve upon the other a written notice of its desire to modify or to terminate this Agreement. Such notice is to be served no later than September 1 of the final year of the contract.

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

KENOSHA COUNTY

KENOSHA COUNTY FEDERATION OF
NURSES AND HEALTH PROFESSIONALS
LOCAL 5061, AFT, AFL-CIO

County Executive

President

Personnel Director

Vice-President

Corporation Counsel

Secretary

APPENDIX "A"

Kenosha County Federation of Nurses
and Health Professionals
Local 5061, AFT, AFL-CIO

2009 Wage Rates for
Brookside and Kenosha County Health Department

Effective 1/1/09

REGISTERED NURSES - HOURLY

<u>Start</u>	<u>6 mo</u>	<u>12 mo</u>	<u>18 mo</u>	<u>2 years</u>	<u>3 years</u>	<u>4 years</u>	<u>5 years</u>	<u>6 years</u>
23.62	23.96	24.45	24.98	25.51	26.31	26.88	27.51	28.70

PUBLIC HEALTH NURSES - HOURLY

<u>Start</u>	<u>6 mos</u>	<u>12 mos</u>	<u>18 mos</u>	<u>30 mos</u>	<u>42 mos</u>	<u>54 mos</u>
24.17	25.01	25.82	26.89	27.49	28.40	29.58

Note: The above wages reflect a 2% increase.

FLOAT/PER DIEM POSITIONS¹

¹ Float/Per Diem positions will be paid at the maximum rate plus 15%. These positions receive no benefits and there is no seniority associated with these positions.

APPENDIX "B"

Kenosha County Federation of Nurses
and Health Professionals
Local 5061, AFT, AFL-CIO

2010 Wage Rates for
Brookside and Kenosha County Health Department

Effective 1/1/10

REGISTERED NURSES - HOURLY

<u>Start</u>	<u>6 mo</u>	<u>12 mo</u>	<u>18 mo</u>	<u>2 years</u>	<u>3 years</u>	<u>4 years</u>	<u>5 years</u>	<u>6 years</u>
24.09	24.44	24.94	25.48	26.02	26.84	27.42	28.06	29.27

PUBLIC HEALTH NURSES - HOURLY

<u>Start</u>	<u>6 mos</u>	<u>12 mos</u>	<u>18 mos</u>	<u>30 mos</u>	<u>42 mos</u>	<u>54 mos</u>
24.65	25.51	26.34	27.43	28.04	28.97	30.17

NOTE: The above wages reflect a 2% increase

FLOAT/PER DIEM POSITIONS²

² Float/Per Diem positions will be paid at the maximum rate plus 15%. These positions receive no benefits and there is no seniority associated with these positions.

APPENDIX "C"

Kenosha County Federation of Nurses
and Health Professionals
Local 5061, AFT, AFL-CIO

2011 Wage Rates for
Brookside and Kenosha County Health Department

Effective 1/1/11

REGISTERED NURSES - HOURLY

<u>Start</u>	<u>6 mo</u>	<u>12 mo</u>	<u>18 mo</u>	<u>2 years</u>	<u>3 years</u>	<u>4 years</u>	<u>5 years</u>	<u>6 years</u>
24.57	24.93	25.44	25.99	26.54	27.38	27.97	28.62	29.86

PUBLIC HEALTH NURSES - HOURLY

<u>Start</u>	<u>6 mos</u>	<u>12 mos</u>	<u>18 mos</u>	<u>30 mos</u>	<u>42 mos</u>	<u>54 mos</u>
25.14	26.02	26.87	27.98	28.60	29.55	30.77

NOTE: The above wages reflect a 2% increase

FLOAT/PER DIEM POSITIONS³

³ Float/Per Diem positions will be paid at the maximum rate plus 15%. These positions receive no benefits and there is no seniority associated with these positions.

RESERVED FOR FUTURE USE

SIDE LETTER AGREEMENT

BETWEEN

County of Kenosha, Wisconsin

and

LOCAL 5061, AFT, AFL-CIO,
KENOSHA COUNTY FEDERATION OF NURSES AND HEALTH PROFESSIONALS

Current school nurses will only be required to work during the normal school year. In the event there is a need for summer school coverage the assignments nurses may volunteer for summer work. If there are insufficient volunteers the two least senior nurses will be assigned. In the future vacant school nurse positions will be filled by nurses hired with a summer work requirement. This Side Letter Agreement shall be effective for one year and can be mutually renewed at the end of a year. This Side Letter Agreement will sunset on December 31, 2011.

Dated at Kenosha, Wisconsin this ____ day of _____, 2009⁴.

FOR THE COUNTY:

FOR THE UNION:

County Executive

President

County Personnel Director

Vice-President

Corporation Counsel

Secretary

⁴ Original date of this side letter was 8/12/03

SIDE LETTER AGREEMENT
Between
COUNTY OF KENOSHA, WISCONSIN AND LOCAL 5061, AFL-CIO
December 13, 2004

This agreement recognizes Local 5061 registered nurses who work hours beyond those established by their job postings at the Brookside Care Center. This agreement will serve as an addendum to the current Collective Bargaining Agreement and expire with the Agreement on December 31, 2011.

1. All full time and part time public health registered nurses are eligible to work additional hours by accepting one or more registered nurse shift assignments at the Brookside Care Center.
 - a. Shift assignments at Brookside are not permanent and may be worked on an "as available."
 - b. Available Brookside shift assignments will be determined by the four-week Brookside nursing schedule and available shifts will be communicated by e-mail to public health nurses.
 - c. Public health nurses can work one or more of the available shifts and will sign-up for shifts on a first-come, first-served basis by communicating by e-mail with the Brookside Care Center Office Manager.

2. Any part time registered nurse or school nurse who accepts shift assignments at the Brookside Care Center can include those hours in the computation which determines the contribution level for employee benefits. The benefit level for each employee shall be based on the hours worked in the previous calendar year (January through December).
 - a. For the purpose of this agreement, the benefit level for 2006 will be based on the hours worked in 2005.

3. Public health nurses who agree to work one or more shifts at Brookside do so under the following conditions:
 - a. Public health nurses who work at Brookside will earn their current hourly rate, plus any applicable shift differential as provided in ARTICLE XII-COMPENSATION, of the Agreement.
 - b. Public health nurses who work at Brookside will earn overtime wages as provided in ARTICLE V-HOURS OF WORK AND OVERTIME, Overtime.
 - c. Compensatory time (ARTICLE V-HOURS OF WORK AND OVERTIME), Outside Shift Hours (ARTICLE V-HOURS OF WORK AND OVERTIME), and Weekend Pay (ARTICLE XII-COMPENSATION) do not apply to public health nurses who work shifts at Brookside.
 - d. Public health nurses who accept a Brookside assignment on a holiday identified in ARTICLE XIV-HOLIDAYS, Number of Holidays will receive all wages which apply in addition to the employee's Holiday Pay Rate. The Eligibility clause of Article XIV shall not apply.

- e. Part-time public health nurses and school nurses who work at Brookside will earn benefits based on 2 above.
- f. Hours worked at Brookside by public health nurses shall not impact employment issues unique to the Division of Health, seniority, and contractual issues related to seniority.
- g. Nurses who accept assignment at Brookside but do not fulfill the assignment without good cause will be ineligible to sign for available assignments for a period of six (6) months.
- h. Professional discipline will be based on gross misconduct, negligence and violations of the Nurse Practice Act.
- i. Probationary employees are not eligible to accept Brookside assignments.

FOR THE UNION:

FOR THE COUNTY:

SIDE LETTER AGREEMENT
Between
COUNTY OF KENOSHA, WISCONSIN
AND
LOCAL 5061, AFL-CIO
December 18, 2007

This agreement amends the Collective Bargaining Agreement 2009-2011 to permit Kenosha County to compensate Float/Per diem positions at time-and-one-half for hours worked on holidays as identified in Section XIV - Holidays, Number of Holidays in the Agreement.

This side letter will sunset on December 31, 2011.

FOR THE UNION:

FOR THE COUNTY:

