

2004 - 2006

AGREEMENT

between

COUNTY OF KENOSHA, WISCONSIN

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 168

MAINTENANCE AND CUSTODIAL WORKERS

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AGREEMENT

This agreement made and entered into by and between the County of Kenosha, Wisconsin, hereinafter referred to as the County, and the Service Employees Local Union 168, 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 regular full-time and regular part-time Kenosha County Courthouse, Social Services Building, Public Safety Building, Kenosha County Center, Courthouse Annex, Old Unemployment Compensation Office, 60th Street Garage, Kenosha County Administration Building, the downtown Pretrial Facility, and the House of Corrections custodians and maintenance employees, excluding supervisory, confidential, managerial, executive, seasonal, temporary and casual employees for the purpose of bargaining on all matters pertaining to wages, hours, and all other conditions of employment. However, it is understood that with respect to the Pretrial Facility and House of Corrections, some bargaining unit work may be assigned to prisoners and/or other detainees.

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, these rights include, but are not limited to, the following: to direct all operations of the County; to establish reasonable work rules and schedules of work; to hire, promote, transfer, schedule and assign employees in positions within the County; to suspend, demote, discharge and take other disciplinary action against employees; to relieve employees from their duties because of lack of work or any other legitimate reasons; to establish or abolish a job classification; to determine if it is necessary to fill job vacancies; to establish qualifications for the various job classifications; to maintain efficiency of County operations; to take whatever action is necessary to comply with State or Federal law; to introduce new or improved methods or facilities; to change existing methods or facilities; to determine the kinds and amounts of service to be performed as pertains to County operations; and the number and kind of classifications to perform such services; to contract out for goods or services; to determine the methods, means and personnel by which County operations are to be conducted; to take whatever action is necessary to carry out the functions of the County in situations of emergency.

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

Section 1.4. Fair Share. The County hereby recognizes the Fair Share Principle as set forth in the Wisconsin Statute 111.70, as amended. The Union, as the exclusive representative of all 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 costs 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.

Indemnification and Hold Harmless Provisions: 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 any reason of, action taken or not taken by the employer under this section.

Section 1.5. Checkoff. The County shall deduct from the first paycheck of each month an amount, certified by the Treasurer of Local 168 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 after the 181st day.

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 168 within ten (10) days of the date such deductions were made. Any changes in the amount to be deducted shall be certified to the County by the Treasurer of Local 168 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.

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 shall be handled and settled in accordance with the following procedure:

Step 1. Any employee covered by this Agreement who has a grievance shall first discuss it with his/her immediate supervisor. If the grievance is not resolved between the employee and the immediate supervisor, the grievance shall be reduced to writing, in triplicate, on a form provided by the County and the Union shall request a meeting with the department head within ten (10) working days after the supervisor's answer to the employee.

Step 2. The hearing shall consist of a meeting with the department head and the Steward and aggrieved and/or other representative of the Local. The department head shall give his/her 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 initiate discussions with the Personnel Director. If not satisfied the Union may formally move to Step 3 by notifying within ten (10) days of the completion of Step 2 the Personnel 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 shall give his/her disposition of the grievance to the Union in writing within fourteen (14) calendar days.

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 the notice of appeal to arbitration, the Union or the County may request a panel of seven (7) arbitrators from the W.E.R.C. 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/her for arbitration; he/she shall have no power or authority to add to, subtract from, alter or modify any of the terms of this agreement. The decision of

the arbitrator shall be final and binding upon the Union and the County.

Section 3.2. Automatic Appeal and Settlement. The parties agree to follow each of the foregoing steps in processing the grievance and if, in any step, the County's representative fails to give his/her answer within the time limit therein set forth, the Union may appeal the grievance 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. Extensions of Time Limits. Extensions of 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 sixty (60) calendar days before the date the grievance was first presented in writing.

Section 3.4. Time Limit for Filing Grievances. A grievance shall be presented within ten (10) working days after the date of the event or the occurrence thereof or said grievance will be barred.

Section 3.5. Discipline and Discharge. 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 an employee is being disciplined or discharged, the employees will be advised of his or her right to request that a Union representative be present.

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

Written reprimands may remain in an employee's department personnel file for one year from date of issue. After one year, such reprimands shall be removed at the request of the employee to a closed file in the Personnel Division and shall not thereafter be used in case of future progressive discipline. The discipline may, however, be used in future arbitrations to establish an employee's work record.

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 grievance 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.

Section 3.8. Time Card Discipline Policy. Any employee will be allowed to punch in up to seven (7) minutes after their designated start time twice (2) during a six-month period without having any pay deducted. The employee punching in up to seven (7) minutes late within a six-month period will receive an e-mail the first time from management stating what corrective action is required of the employee to avoid future action by management. The second time in a six-month period the employee shall be given a verbal written warning stating what corrective action is required of the employee to avoid future action by management.

Any employee punching in between seven (7) minutes and sixty (60) minutes after their designated start time once (1) during a six-month period will be charged time without pay to the nearest quarter hour (15 minutes). The employee will receive an e-mail on the first (1) time from management stating what corrective action is required of the employee to avoid future action by management. The second (2) time in a six-month period the employee will be charged time without pay to the nearest quarter hour (15 minutes). The employee shall be given a verbal written warning stating what corrective action is required of the employee to avoid future action by management.

Any employee who forgets to punch out will receive an e-mail on the first (1) time in a six-month period. The second (2) time in a six-month period they will receive a verbal written warning stating what corrective action is required of the employee to avoid future action by management and they will be charged one (1) hour of casual time. If the employee does not have a casual time balance, the employee will be charged one (1) hour time without pay.

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 hereto.

ARTICLE V - HOURS

Section 5.1. Workday - Workweek. The standard workday shall not exceed eight (8) hours and the standard workweek shall not exceed forty (40) hours in any one workweek. For the Public Safety Building employees, the average workday shall not exceed eight (8) hours and the average workweek shall not exceed forty (40) hours. Employees may be assigned to jobs which work an eight hour, five (5) day, Monday through Friday schedule.

Section 5.2. Work Areas. The custodians herein referred to include those persons performing custodian service in or about the premises of the Courthouse and Annex, Social Services Building, Public Safety Building, Kenosha County Center, old Unemployment Compensation Building, 60th Street Garage, Kenosha County Administration Building, downtown Pretrial Facility and House of Corrections. They shall do such custodian work as designated by the Facilities management. However, it is understood that with respect to the pretrial facility and House of Corrections, some bargaining unit work may be assigned to prisoners and/or other detainees.

Section 5.3. Heating Plant. The Chief Building Maintenance-Courthouse herein referred to includes that person employed for the operating of the heating plant located at the Courthouse Annex. He shall do such janitorial, maintenance and fireman work as designated by the Facilities management. The Chief Building Maintenance-Safety Building herein referred to includes that person employed for the operating of the heating plant located at the Public Safety Building. He shall do such janitorial, maintenance and fireman work as designated by the Facilities management. The Chief Building Maintenance-Kenosha County Center herein referred to includes that person employed for the operating of the heating plant located at the Kenosha County Center. He shall do such janitorial, maintenance and fireman work as designated by the Facilities management. The Chief Building Maintenance-House of Corrections herein referred to includes that person employed for the operating of the heating plant located at the House of Corrections. He shall do such janitorial, maintenance and fireman work as designated by the Facilities management.

Section 5.4. Shift Hours. The time period for the first shift shall be between 5:00 a.m. and 1:00 p.m. and 8:00 a.m. and 4:00 p.m.; the time period for the second shift shall be between 2:00 p.m. and 10:00 p.m. and 5:00 p.m. and 1:00 a.m.; and the time period for the third shift shall be between 10:00 p.m. and 6:00 a.m. and between 1:00 a.m. and 9:00 a.m. Shift premiums, where applicable, will be paid for designated second and third shifts. The Union agrees that the above time periods of shifts may be changed to meet county requirements. Such changes will be discussed with the Union and the Union shall not unreasonably

withhold its consent. Third shift shall be defined as the day the majority workday is in for all County of Kenosha facilities.

Section 5.5. Safety Building Schedule. Monthly schedules shall be posted by the 20th of the preceding month. Requests for time off shall be submitted by the 10th of the preceding month. No changes are allowed after requests are submitted. The shift at the Kenosha County Safety Building shall be referred to as "10 working days in a 14 day block with alternating weekends". See Exhibit "A" for illustration purposes only. Any hours over 8 hours in one day or any hours worked in excess of forty hours in a pay week will be compensated at 1-1/2 times normal hourly rate of pay. Any hours worked on a normally scheduled second day off in a week shall be compensated at 2 times normal hourly rate of pay. For the purpose of determining when a work day begins and ends, the calendar day worked shall be considered as the day in which the most hours were worked. Any scheduling of vacation requests and casual time off requests will be as outlined in the Local 168 contract. Trading or swapping days off with other employees working the same shift will be considered on a case by case basis and will be approved or denied at the discretion of Facilities Management. No request to trade days off will be approved outside of one pay week or if it causes either employee to incur overtime.

ARTICLE VI - SENIORITY

Section 6.1. Probationary Period. New employees shall be on a probationary status for a period of six (6) months. During this probationary period, neither the Union nor the employee shall have the 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/she 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. Part-time employees shall receive preference over new Applicants. A transfer is the filling of a new or vacated position and shall be governed by job posting.

When it is necessary to make changes in shift or work assignments due to layoffs, the most senior affected employee shall have

the right to bump into positions held by less senior employees. The displaced employees shall then have the right to bump other employees who are less senior; if applicable. This process shall be permitted to continue until the displaced individual cannot, or chooses not to bump downward.

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/her regular job as soon as possible. Temporary assignments shall not be considered transfers. Temporary assignments will not be extended beyond 120 calendar days. Except as hereinafter provided, employees shall be notified forty-eight (48) hours prior to the time the employee is to report to the different shift. In the event the County does not learn of the need for a temporary assignment forty-eight (48) hours prior to such assignment, the County shall notify the employee as soon as the County learns of the circumstances necessitating the temporary assignment to a different shift. No employee shall be temporarily assigned to a different shift for a period of less than one day. Furthermore, wherever possible, the County shall use employees from the same shift for such temporary assignments.

Section 6.4. Layoff and Recall.

- (a) Layoffs: When laying off regular full-time employees, the oldest in point of departmental seniority shall be retained to perform the available work. When laying off regular part-time employees, the oldest in point of seniority shall be retained to perform the available work. 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.
- (b) Recall: Rehiring of employees that have been laid off shall be in reverse order to that of laying off. An employee who quits or fails to report within seven (7) days from postmark on date of recall shall forfeit all accumulated seniority rights. The Notice of Recall 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.

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

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

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

- (a) if he/she quits;
- (b) if he/she has been discharged for just cause;
- (c) if he/she fails to notify the County within one (1) week of his/her 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/she has been in a layoff status longer than provided for above;
- (e) if he/she fails to notify the County within twenty-four (24) hours of any absence, unless the employee has a good excuse acceptable to the County.
- (f) if he/she fails to return to work on the first work-day following the expiration of a leave of absence; or
- (g) if he/she retires on a voluntary or compulsory basis.

Section 6.7. Accumulation of Seniority. For the purpose of fringe benefits only, such as sick leave, vacations, holidays, retirement, etc., an employee's seniority shall continue if transferred from one County department or facility to another. For promotions or transfers, departmental seniority shall apply. For purposes of this agreement, there shall be one (1) department, courthouse/social services/county center, safety building, old unemployment compensation building, 60th Street Garage, Kenosha County Administration Building, downtown pretrial facility and House of Corrections. For the purposes of job retention, (lay off) the master seniority list in section 6.8 shall apply.

Section 6.8. Seniority List. All employees of this bargaining unit shall be assigned a number, with the lowest number and highest number of years seniority on top. All new employees shall be assigned a number as hired and placed on the bottom of this master seniority list. If two (2) or more employees are hired on the same date, application date shall be used to determine seniority. The master list shall be maintained by the Personnel Department.

ARTICLE VII - JOB POSTING

Section 7.1. Procedure. Job vacancies shall be posted on bulletin boards for at least five (5) working days; and employees shall have a minimum of five (5) work days (which overlap two (2) consecutive weeks) to apply for such posted job. The successful applicant shall be notified of his/her selection and his/her approximate starting date within five (5) work days. The union lead people in each building will receive copies of all job postings. Job postings can be done electronically with notice to Personnel.

Section 7.2. Posting Requirements. The job requirements, qualifications, shift and rate of pay shall be part of the posting and interested parties shall notify the Personnel Department of their application in writing. When an employee is absent from work, his/her building representative may notify in writing the department head of the interest of the absent employee in the position.

Section 7.3. Filling of Job. In filling a vacancy, the employee signing with the greatest seniority in the department shall be given first consideration except as provided for in Section 7.4 below. If no employee from within the department qualifies, the employee with the greatest seniority in Local 168 shall be given first consideration except as provided in Section 7.4 below. Skill, ability and efficiency shall be taken into consideration only when they substantially outweigh considerations of length of service. Department as herein referred to means departments within a local.

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

Section 7.5. Trial Period. The employee shall have a ninety (90) working days probationary period in which to prove his/her qualifications for the job. If the County determines during such ninety working days probationary period that the selected employee fails to qualify for the new position, or if the employee elects to return to his/her former position, he/she may return to his/her former position and selection may be made among the remaining employees who signed the posting according to the criteria set forth above. Such probationary period may be extended, by mutual agreement, between the parties.

Section 7.6. Failure to Meet Job Requirements. An employee who fails to have the ability to handle a job obtained through job

posting during his/her probationary period shall return to his/her former job.

Section 7.7. Outside Hire. Whenever a posted position has been filled by hiring from the outside, the Union shall be notified.

ARTICLE VIII - WAGES

Section 8.1.

- (a) "Job Classifications and Rate Schedule" for 2004 through 2006 shall be attached to this Agreement as Appendix "A", "B" and "C" and made a part hereof.

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

Section 8.3. Rate of Pay - Transfers. Upon transfer to a job in the same pay range, the employee shall retain his/her rate if at the maximum. If he/she is not at the maximum, he/she shall advance on his/her previous schedule.

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

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

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

ARTICLE IX - OVERTIME

Section 9.1. Overtime - Daily and Saturday. Hours worked beyond eight (8) hours in any day, and all hours worked on Saturday

shall be paid at a rate equal to one and one-half (1-1/2) times the employees regular rate of pay.

Section 9.2. Overtime - Sundays and Holidays. Employees who are normally employed in the regular five (5) day Monday through Friday schedule, shall be paid at the rate of double time for all hours worked on Sundays and paid holidays. Employees who are normally employed in the Public Safety Building on a 10 days in 14 with every other weekend off schedule shall be paid at the rate of double time for all hours worked on the employee's second regularly scheduled day off, and for all overtime hours worked on scheduled holidays. Scheduled holidays, for purposes of this paragraph, are those holidays which are scheduled by the Facilities management in accordance with ARTICLE XI - HOLIDAYS, Section 11.1, of this Agreement.

Section 9.4. No Pyramiding. There shall be no pyramiding of any overtime and/or premium pay.

Section 9.5. Overtime Distribution. Overtime shall be divided as equally as possible. Where overtime is to be anticipated two weeks in advance, said overtime, where feasible, shall be posted in all county buildings. If no one signs within one week of the anticipated overtime, the County will then utilize a mandatory overtime listing which shall include the names of all members of the current seniority list. The mandatory overtime shall be assigned to the employee with the lowest hours on the forced list. The lowest senior employee shall be forced to take mandatory overtime first. This mandatory overtime list shall rotate from January 1 to December 31 of each year. In situations where overtime is unanticipated, the county will have a voluntary sign-up posting for unanticipated overtime and will make every effort to call employees on the voluntary overtime posting first. There will be two (2) separate voluntary overtime lists. One will address snow removal and the second for all other overtime. In the event no employee is available for unanticipated overtime, the County may hold employees over for two hours and/or call employees in two hours earlier. Lastly, the County may take advantage of the forced overtime list. In utilizing mandatory overtime, however, the County shall first utilize bargaining unit employees working in the building affected prior to utilizing employees assigned to normally work outside the building affected.

Section 9.6. Call-In Pay. An employee called to work outside of his/her regular work schedule shall receive a minimum of two (2) hours' work or pay at the required overtime rate.

Section 9.7. Compensatory Time. Employees may elect to take 100% of their overtime pay as compensatory time instead of overtime pay with the approval of their supervisor. Compensatory time must be taken quarterly.

ARTICLE X - VACATIONS

Section 10.1. Vacation Entitlement. All full-time employees shall earn paid vacation in accordance with the following schedule effective January 1, 1985. Vacation hours will be accrued on the second pay period of a month. An employee must work fifty percent (50%) or more of the work days in a month to be credited with vacation hours. For interpretation of this section, time paid will be considered time worked.

YEARS OF SERVICE	MONTHLY ACCRUAL	ANNUAL ACCRUAL
6 Mo. through 5 years	6.67 hours per month	80
6 through 10 years	10.00 hours per month	120

Any employee reaching his/her sixth (6th) anniversary date during the calendar year shall be entitled to three (3) weeks of vacation during such calendar year.

11 through 15 years	13.33 hours per month	160
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Any employee who will complete eleven (11) years of service with Kenosha County shall be entitled 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.

16 and more years	16.67 hours per month	200
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Any employee who will complete sixteen (16) years of service with Kenosha County shall be entitled to five (5) weeks of vacation with pay at the regular rate of two hundred (200) hours of work and shall be so entitled in the year in which they accumulate such continuous service.

Section 10.2. Termination. Any employee who is entitled to a vacation at the time of terminating his/her services with the County shall be paid for his/her vacation at the time of severing his/her status; and if said employee has earned any prorata credit for his/her subsequent vacation, such vacation credit shall be paid in a proportionate ratio. This section shall not apply if the employee fails to comply with the second paragraph of Section 6.5.

Section 10.3. Vacation Selection. 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 first selection and so on, but the employee can only pick two (2) weeks first and after everyone has picked his/her first two (2) weeks, then he/she can choose the remaining time coming. The employees can mutually switch vacation periods subject to the department head's approval. Employees not making a selection by March 1st must take vacation from vacation period remaining. The department head shall determine the number of employees on vacation at any given time. Time off without pay shall not be granted if an employee has unused casual days or vacation days. The facilities management may reschedule vacation for a bonafide employee emergency. The approval for the emergency request will not be unreasonably withheld. 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. No more than three persons from a building will be allowed on vacation at one time. All vacations signed up by the March 1st sign-up date if disapproved will have written disapproval by March 30th. A request for a vacation segment of five (5) days made prior to March 1 shall have preference over a request for a conflicting vacation segment of fewer than five (5) days, regardless of seniority.

Section 10.4. Vacation Segments. Employees eligible for two (2) weeks vacation shall take said vacation in no less than one (1) week segments.

Employees eligible for three (3) weeks of vacation shall take a minimum of two (2) weeks of said vacation in no less than one (1) week segments. The additional week may be taken in segments of one (1) or more full days of vacation.

Employees eligible for four (4) weeks of vacation shall take a minimum of two (2) weeks of said vacation in no less than one (1) week segments. The additional two weeks may be taken in segments of one (1) or more full days of vacation.

Employees eligible for five (5) or more weeks of vacation shall take a minimum of two (2) weeks of said vacation in no less than one (1) week segments. No more than two (2) weeks may be taken in segments of one (1) or more full days of vacation. Each of the additional weeks may be taken in blocks of 2-2-1, 4-1, 3-2 or in any order which equals five (5) days.

Section 10.5. Retirement. All accrued vacation shall be paid in a lump sum upon retirement.

Section 10.6. 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 employee's sole discretion.

ARTICLE XI - HOLIDAYS

Section 11.1. Paid Holidays. The paid holidays are as follows: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, December 24, Christmas Day and December 31.

Section 11.2. Eligibility Requirements. 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 the article. However, the day before and the day after shall be waived in the case of an employee who has an excusable absence. The employee, when required to work a holiday(s) can request using up to a maximum of three (3) per month subject to SUPERVISION APPROVAL.

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

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

ARTICLE XII - ACCIDENT AND SICKNESS PAY MAINTENANCE

Section 12.1. Accident and Sickness Insurance Plan. Upon application for benefits and submission of a doctor's statement certifying illness or injury, the following benefits will be paid in a case of non-occupational accident or illness.

- (a) All regular full-time employees will receive 30 days at full pay with coverage starting on the first day of accident, first day of hospitalization, first day of out-patient surgery and 7th day of illness.
- (b) From the 31st day to the 365th day, an employee will receive two-thirds (2/3rds) of his/her regular pay. Regular pay means 40 times the employee's regular straight-time hourly rate.
- (c) For new employees hired on or after January 1, 1983, the following benefits will be paid for non-occupational accident or illness:

<u>Length of Service</u>	<u>Full Pay</u>	<u>2/3 Pay</u>
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Hire to 1 Year	1 Week	1 Week
1 Year to 2 Years	2 Weeks	2 Weeks
2 Years to 3 Years	3 Weeks	3 Weeks

The intent of the modification to this plan is that for the first year, ten (10) days will be available to the employee, the second year, twenty (20) days and the third year, thirty (30) days. Coverage shall start for employees as noted in Paragraph (a) above.

- (d) 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.
- (e) If, while an employee is being paid under the Accident and Sickness Insurance Program, a wage increase occurs during his/her absence, he/she will be paid benefits reflecting such increase.
- (f) Benefits will be paid under the Accident and Sickness Pay Maintenance Plan for pregnancy or for any matter relating to pregnancy. The benefits will start after the employee's 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 employee's doctor certifies that the employee is able to return to work.
- (g) The County shall have the right to require the submission of adequate medical proof of an employee's disability due to accident or illness. Should there be an extended period of disability, the County shall have the right to require periodic medical proof of the employee's disability.

Section 12.2. Casual Days. Except as otherwise provided below, all regular full-time employees, in addition to the above coverage, will be entitled to five (5) casual days off, (except custodians working the alternating weekend schedule at the Public Safety Building and Pre-trial Facility only will be entitled to a total of six (6) casual days) 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

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

- (a) Time off without pay shall not be granted if an employee has unused casual days or vacation days.
- (b) The department head shall determine the number of employees on casual days at any given time. One employee per building will be allowed to take a casual day on a guaranteed basis and approval of any other employee in excess of one requesting a casual day shall be at the discretion of the county.
- (c) Casual days must be used in no less than one-half (1/2) day (4-hour) increments. Casual days may be used in one hour increments only at the beginning or end of the shift for medical appointments. However, one casual day may be taken in one hour increments for other than medical appointments.
- (d) Casual days will be granted if written notice of the employee's intent to take such days is received by his or her department head at least twenty-four (24) hours prior to the scheduled date of such time off. The employee need not give any reason for the casual day taken under this subsection. In the event of an emergency, shorter advance notice will be acceptable and the casual day will be granted by the department head only if sufficient evidence is submitted to satisfy the department head that there is a compelling reason for the use of the casual day.

- (e) If an employee is unable to report to work due to sickness, the employee must notify his/her department head not later than one-half (1/2) hour before his/her scheduled starting time. The employee shall state the reason for his/her absence and the expected leave of absence. Any days taken under this section shall be charged to an employee's remaining casual days.
- (f) 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 terminates during a calendar year will not be paid for unused casual days.

Section 12.3. 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/her supervisor shall have the right to require the employee to furnish a statement from a licensed physician before returning to work that the employee is capable of performing the work required by his/her job. The County shall send such employee to the doctor at its expense on working time.

ARTICLE XIII - JURY DUTY

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

ARTICLE XIV - MILITARY LEAVE

Section 14.1. Any employee who enters the Armed Forces of the United States while employed with Kenosha County shall have the period spent in the Armed Forces considered as time spent working in computing their vacation.

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

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

An employee who is a member of a military reserve and who

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

ARTICLE XV - FUNERAL LEAVE

Section 15.1. Immediate Family. In the event of a death of an employee's father, mother, husband, wife, brother, sister, son, daughter, step-child, (a step-child is one living with or who was raised by the stepparent), father-in-law, mother-in-law, stepparent, or daughter and son-in-law, 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.

Section 15.2. Other Family. 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 workday falling between the date of death and the date of the funeral, both inclusive, except in special circumstances.

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

ARTICLE XVI - WORKER'S COMPENSATION

Section 16.1. An employee who is absent due to an injury or illness caused during the course of his/her duties shall receive his/her regular wage for a maximum of six (6) months. If the injury or illness continues for more than six (6) months, the employee's pay shall be limited to the amount to which he/she is entitled under the Worker's Compensation Act of the State of Wisconsin.

ARTICLE XVII - OTHER LEAVE

Section 17.1. Personal. All employees shall have one (1) year of continuous service before any leave is granted under this Article. This shall not apply in a case of dire emergency. Applications for leave of absence for personal reasons shall be

made in writing to the Union and shall be presented to the department head. A leave of absence 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 reasons for the request. The department head may grant leaves of absence without pay for fourteen (14) calendar days or less without further authority of the County Executive. Leaves of absence for more than fourteen (14) days shall be referred to the County Executive by the department head with a recommendation, and all such leaves, if granted, shall be for a specified period of time.

Section 17.2. Education. Tuition to outside training courses will be handled in the following manner:

- (a) Courses must be job-related.
- (b) Courses must be graded. Employees may make request for reimbursement with a grade of "C" or better or be granted certification as a result of testing.
- (c) Requests must be made 30 days in advance of enrollment in the course for initial approval.
- (d) Tuition will consist of course tuition, lab fees and related textbooks.
- (e) Two courses will be guaranteed, but up to two additional courses in a year will be allowed if funding is available.
- (f) Training outside Kenosha County will only be approved in special circumstances.
- (g) No time off work will be allowed to take a course.
- (h) All subject to county executive approval and department head approval.

Section 17.3. 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, at the time of subsequent renewals. Seniority shall continue to accrue during an authorized leave of absence.

Section 17.4. Education - Veterans. Any veterans 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 personnel requirements.

Section 17.5. Pregnancy Leave. Whenever an employee becomes pregnant, she shall furnish the County with a certificate from her physician stating the approximate date of delivery, the nature of work she may do, and the length of the 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 17.6. Union Business. Employees selected or elected as delegates to Union conventions, conferences or elective office shall be granted necessary leave time without pay unless the County is unable to find a qualified replacement for a position which must be filled, except where the application for such leave is made two (2) weeks in advance of the absence.

Section 17.7. 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.

ARTICLE XVIII - INSURANCE

Section 18.1. Payment of Premiums. 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												
<p>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.</p> <p>B. All in-patient and out-patient and ER visits subject to the following:</p> <table style="margin-left: 40px;"> <thead> <tr> <th></th> <th style="text-align: center;"><u>Year 1</u></th> <th style="text-align: center;"><u>Year 2</u></th> </tr> </thead> <tbody> <tr> <td>In-Pat.</td> <td style="text-align: center;">\$ 75</td> <td style="text-align: center;">\$ 75</td> </tr> <tr> <td>Out-Pat.</td> <td style="text-align: center;">\$ 75</td> <td style="text-align: center;">\$100</td> </tr> <tr> <td>ER</td> <td style="text-align: center;">\$100</td> <td style="text-align: center;">\$100</td> </tr> </tbody> </table> <p>Any admission or referral to a physician to schedule either In- or Out-Patient surgery within five days of an ER visit will not be subject to the In- or Out-Patient \$75 or \$100 deductible.</p> <p><u>Rx – Co-Pays</u> Generic - \$8.00 Formulary Brand - \$20.00 Non-formulary Brand - \$40.00</p>		<u>Year 1</u>	<u>Year 2</u>	In-Pat.	\$ 75	\$ 75	Out-Pat.	\$ 75	\$100	ER	\$100	\$100	<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 a \$200 deductible prior to the 75%/25% split in “B” above.</p> <p><u>Rx – Co-Pays</u> Generic - \$8.00 Formulary Brand - \$20.00 Non-formulary Brand - \$40.00</p>
	<u>Year 1</u>	<u>Year 2</u>											
In-Pat.	\$ 75	\$ 75											
Out-Pat.	\$ 75	\$100											
ER	\$100	\$100											

- (a) For employees enrolled for coverage for the employee only---the full premium cost of the coverage.
- (b) For employees enrolled for coverage for the employee and his/her dependents---the full premium cost of the coverage.
- (c) During the life of this Agreement, the County agrees to maintain hospital-surgical-major medical and dental coverage at levels equivalent to coverages presently in effect, and to improve such coverage where possible.
- (d) An employee who becomes totally disabled due to work connected injury or illness shall continue to receive coverage paid by the County during such period of total disability until such employee becomes eligible for coverage under any present or future federal hospital-surgical-major medical insurance plan; and
- (e) An employee who is out due to illness shall continue to receive coverage paid by the County for six (6) months after such employee exhausts his Pay Maintenance Plan benefits. Such employee can continue coverage for an additional six (6) month period by paying, in advance,

to the Personnel Department the monthly premium as set by the County for his coverage.

- (f) PLAN ONE. (Standard Plan - Current Retirees Only) This health insurance plan shall incorporate a major medical deductible of 100/300, 80% (County)-20% (employee) on next \$10,000, including outpatient diagnostic and x-ray, supplemental hospital and emergency medical benefits.
- (g) PLAN TWO. (Pyramid Plan - Current Retirees Only) This health insurance plan shall incorporate an overall policy deductible of \$100.00/single, \$300.00/family with an 80%/20% split on the next \$3,000, (80% County/20% Employee). The former deductible of \$100.00/\$300.00 with an 80%/20% split on the next \$10,000.00 (major medical) has been eliminated.
- (h) PLAN THREE. (Flex Plan - Current Retirees Only) This health insurance plan shall incorporate an overall policy deductible of \$200.00/single, \$600.00/family with an 80%/20% split on the next \$5,000, (80% County/20% Employee) and a drug plan of \$0/\$6. This plan requires precertification for in-patient elective surgery, out-patient elective surgery, non-emergency use of emergency room, and emergency hospital confinement with a penalty of \$100.00 for failing to obtain precertification. **NOTE: Retirees are not eligible for flexible spending accounts.**
- (i) Active employees shall no longer be eligible for the Standard, Pyramid or Flex Plan.
- (j) Current retirees on the Standard Plan may remain on the Standard Plan but can switch to the Pyramid, Flex or In/Out Network Plans at open enrollment. Retirees who change plans may not switch back. Retirees currently on the Pyramid plan may switch to the Flex or In/Out Network plan at open enrollment, but may not switch back. Retirees currently on the Flex Plan may switch to the In/Out Network plan, but may not switch back. New retirees are only eligible to enroll in the In/Out Network plan.
- (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 18.2. 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.

A retiring employee, for the purpose of this provision, is defined as any employee who retires during the duration of this agreement.

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

Section 18.4. Life Insurance. The County may from time to time change insurance carrier or carriers provided that the basic coverage remains essentially equivalent. The County will pay the full premium required by the plan.

ARTICLE XIX - PART-TIME EMPLOYEE BENEFITS

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

Section 19.2. Casual Employees. Employees who are employed in a casual or on-call basis shall not receive fringe benefits.

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

- (a) Vacations. Part-time employees who have worked a total of 520 hours, but less than 1040 hours in the period between June 1 of the previous year and May 31 of the current year, and who are otherwise qualified to receive vacation pay as set forth in Article VI, Section 6.1, shall receive vacation with pay at the rate of one-fourth (1/4) the vacation allowance they would have received if they had been employed on a full-time basis.

Part-time employees who have worked a total of 1040 hours but less than 1560 hours in the period between June 1 of the previous year and May 31 of the current year, and who are otherwise qualified to receive vacation with pay, as set forth in Article VI, Section 6.1, shall receive vacation with pay at the rate of one-half (1/2) of the amount they would have received if they had been employed as a full-time employee.

Part-time employees who have worked 1560 hours or more in the period between June 1 of the previous year and May 31 of the current year, who are otherwise qualified to receive a vacation with pay, as set forth in Article VI, Section 6.1, shall receive vacation with pay at the rate of three-quarters (3/4) of the amount they would have received if they were employed as a full-time employee.

- (b) Paid Holidays. Part-time employees whose average weekly schedule of hours of work in the last previous calendar quarter (January, February and March are the first calendar quarter) preceding any of the paid holidays as set forth in this agreement is less than ten (10) per week shall not be eligible for holiday pay.

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

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

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

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

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

1560 hours or more

Three-Quarters

Newly employed part-time employees shall be eligible for the hospital and surgical insurance coverage after completion of the ninety (90) days of employment and the County will pay a pro-rata share of the premium cost based upon the average number of hours per week worked in the first ninety (90) days as follows:

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

- (d) Life Insurance. The eligibility of part-time employees for participation in the life insurance program for County employees shall be controlled by the regulations set up by the state agency administering the fund from which such benefits are paid.
- (e) Accident and Sickness Pay Maintenance. Part-time employees shall receive casual day benefits on the basis of hours actually worked pro-rated to a 2080 hour work year.

ARTICLE XX - NO STRIKE CLAUSE

Section 20.1. Neither the Union nor any of its officers, agents, or County employees will instigate, promote, encourage, sponsor, engage in or condone any strike, picketing (other than informational), slow down, concerted work stoppage, sympathy strike or any other intentional interruption of work during the term of this Agreement and until a Successor Agreement is ratified by both parties. The County will not prevent employees from carrying out their duties by conducting a lockout.

ARTICLE XXI - GENERAL PROVISIONS

Section 21.1. Copies of Agreement. The County shall make copies of this agreement, the number of which shall be sufficient to provide each employee with a copy and such additional copies as the Union deems necessary for its purpose.

Section 21.2. Safety. The County shall furnish proper safety devices for all work. 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 21.3. Use of Car. All employees required to use their private automobiles for County business shall receive the rate established by the Kenosha County Board of Supervisors for each mile traveled during the month in the course of duty.

Section 21.4. Equal Opportunity. There shall be no discrimination with respect to the hiring, promotion, retention, or job opportunities of any employee because of race, age, sex, creed, color or national origin as provided by state or federal law.

Section 21.5. Licenses

- (a) The County will reimburse employees for cost of any licenses required.
- (b) 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.

ARTICLE XXII - MAINTENANCE OF BENEFITS - SEPARABILITY

Section 22.1. Non-Contractual Benefits. Any non-contractual benefits received by the employees, but not referred to in this document, shall remain in effect for the life of this agreement. For purposes of this section, any subject or matter construed as a non-contractual benefit must be (a) long standing, (b) certain and uniform, (c) consistently followed, (d) generally known by the parties hereto, and (e) must not be in opposition to the terms and conditions of the Agreement.

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

ARTICLE XXIII - WAIVER AND ENTIRE AGREEMENT

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

ARTICLE XXIV - DURATION

Section 24.1. Term. This agreement shall become effective January 1, 2004 and shall remain in effect for a period of three (3) years through December 31, 2006, and shall be automatically renewed for periods of one (1) year thereafter, unless either party shall serve upon the other a written notice of it's desire to modify or to terminate this agreement. Such notice is to be served on the County Executive no later than the date of the July meeting of the County Board.

Section 24.2. Negotiations for New Contract. Negotiations of a new agreement, subsequent to receipt of the above required notice, shall be processed so that a new agreement can be concluded by December 31 if possible. If negotiations of the new agreement are not concluded by December 31, the effective date of the new agreement shall be January 1 of the following year, except that if the new agreement is not reached by the date of the February meeting of the County Board, then the effective date shall be subject to agreement as determined through negotiations.

Witness our hands and seals this ____ day of _____, 2003 in the City of Kenosha, County of Kenosha, State of Wisconsin.

KENOSHA COUNTY

S.E.I.U., LOCAL 168,

County Executive

President

Corporation Counsel

Personnel Director

Executive Board

Steward

SIDE LETTER AGREEMENT 1

BETWEEN

County of Kenosha, Wisconsin

and

S.E.I.U., Local 168
MAINTENANCE AND CUSTODIAL WORKERS

This Letter Agreement made and entered into by and between the County of Kenosha, Wisconsin, hereinafter referred to as the "County", and its Local Union 168, Maintenance and Custodial Workers, hereinafter referred to as the "Union", is as follows:

The County agrees not to subcontract services currently performed by bargaining unit employees during the duration of this Agreement. This Side Letter will sunset at midnight, December 31, 2006 and will not be subject to the status quo doctrine. Provided that, if the parties' Labor Agreement, which is scheduled to expire at midnight on the same December 31, 2006, is automatically renewed pursuant to section 24.1 thereof, this Side Letter shall be automatically renewed for the same duration.

Dated at Kenosha, Wisconsin this _____ day of _____, 2003.

FOR THE COUNTY:

FOR THE UNION:

County Executive

President

Personnel Director

Executive Board

Corporation Counsel

Steward

SIDE LETTER AGREEMENT 2
BETWEEN
County of Kenosha, Wisconsin
and
S.E.I.U., Local 168
MAINTENANCE AND CUSTODIAL WORKERS

This Letter Agreement made and entered into by and between the County of Kenosha, Wisconsin, hereinafter referred to as the "County", and its Local Union 168, Maintenance and Custodial Workers, hereinafter referred to as the "Union", is as follows:

The County may conduct alcohol and drug testing of current employees where a reasonable suspicion exists relating to the employee's fitness for continued employment.

Any employee having a confirmed positive drug screening may have an additional test conducted utilizing the specimen obtained by the County. Such additional test shall be conducted at the county's expense at a laboratory of the employee's choice. The request for an additional test shall be filed in writing with the Personnel Department within three (3) working days after the employee was advised his/her test was positive. At that time, the Personnel Department shall also be advised of the name of the laboratory selected by the employee for the retest. The sealed specimen shall be transmitted from the County's laboratory to the laboratory specified by the employee at the county's expense.

All drug and alcohol test results shall be confidential with dissemination limited to those with an official need to know within the Department or Personnel Department and as required for counseling and treatment.

When an employee who has been the subject of a drug or alcohol test receives negative test results, the results and the fact of the test shall be expunged from the employee's personnel file within sixty (60) days.

Dated at Kenosha, Wisconsin this 27th day of September, 1999.

FOR THE COUNTY:

FOR THE UNION:

County Executive

President

Personnel Director

Executive Board

Corporation Counsel

Steward

SIDE LETTER AGREEMENT 3

BETWEEN

County of Kenosha, Wisconsin

and

S.E.I.U., Local 168
MAINTENANCE AND CUSTODIAL WORKERS

This Letter Agreement made and entered into by and between the County of Kenosha, Wisconsin, hereinafter referred to as the "County", and its Local Union 168, Maintenance and Custodial Workers, hereinafter referred to as the "Union", is as follows:

It is agreed between Kenosha County and Local 168 that a Labor/Management Committee will be established consisting of five (5) members on each side. This committee will meet bi-monthly to discuss such topics as scheduling, safety, work assignment and other issues pertaining to wages, hours and working conditions with the intent of attempting to find solutions to common problems. Any agreements that are arrived at shall be formalized as a Side Letter to the Collective Bargaining Agreement. Any side letter agreement having any financial impact or potential financial impact on county government shall be subject to ratification by both parties.

Modification of the agreement or side letters to reflect specific buildings to be addressed by the labor/management committee.

The Safety Building Pretrial scheduling to be referred to the labor/management committee.

Dated at Kenosha, Wisconsin this _____ day of _____, 2003.

FOR THE COUNTY:

FOR THE UNION:

County Executive

President

Personnel Director

Executive Board

Corporation Counsel

Steward

SIDE LETTER AGREEMENT 4

BETWEEN

County of Kenosha, Wisconsin

and

S.E.I.U., Local 168
MAINTENANCE AND CUSTODIAL WORKERS

This Letter Agreement made and entered into by and between the County of Kenosha, Wisconsin, hereinafter referred to as the "County", and its Local Union 168, Maintenance and Custodial Workers, hereinafter referred to as the "Union", is as follows:

During the term of this agreement, all employees in this bargaining unit will receive the following vacation days above and beyond that called for in the contract.

2004: 4 additional vacation days
2005: 3 additional vacation days
2006: 3 additional vacation days

This Side Letter Agreement will sunset on December 31, 2006.

Dated at Kenosha, Wisconsin this _____ day of _____, 2003.

FOR THE COUNTY:

FOR THE UNION:

County Executive

President

Personnel Director

Executive Board

Corporation Counsel

Steward

SIDE LETTER AGREEMENT 5

BETWEEN

County of Kenosha, Wisconsin

and

S.E.I.U., Local 168
MAINTENANCE AND CUSTODIAL WORKERS

This Letter Agreement made and entered into by and between the County of Kenosha, Wisconsin, hereinafter referred to as the "County", and its Local Union 168, Maintenance and Custodial Workers, hereinafter referred to as the "Union", is as follows:

The parties agree to further negotiations in the event of the transfer of any Brookside employees from Local 1392 to Local 168.

Dated at Kenosha, Wisconsin this _____ day of _____, 2003.

FOR THE COUNTY:

FOR THE UNION:

County Executive

President

Personnel Director

Executive Board

Corporation Counsel

Steward

SIDE LETTER AGREEMENT 6

BETWEEN

County of Kenosha, Wisconsin

and

S.E.I.U., Local 168
MAINTENANCE AND CUSTODIAL WORKERS

This Letter Agreement made and entered into by and between the County of Kenosha, Wisconsin, hereinafter referred to as the "County", and its Local Union 168, Maintenance and Custodial Workers, hereinafter referred to as the "Union", is as follows:

Any voluntarily negotiated improvements for the employee in age, years of service or percentage of County contribution toward the cost of retiree hospital-surgical-major medical and dental coverage, that are granted to any other group(s) of non-law enforcement/protective service County employees, shall immediately be incorporated into Section 18.2 upon the same conditions as negotiated with such other unit. This Side Letter Agreement will sunset on December 31, 2006.

Dated at Kenosha, Wisconsin this _____ day of _____, 2003.

FOR THE COUNTY:

FOR THE UNION:

County Executive

President

Personnel Director

Executive Board

Corporation Counsel

Steward

APPENDIX "A"

LOCAL 168
JOB CLASSIFICATION AND RATE SCHEDULE

Kenosha County Courthouse, Jail, and Social Services
Custodial and Maintenance Employees

Effective January 1, 2004

Title	Start	6 Mos.	1 Yr.	2 Yrs.	3 Yrs.	4 Yrs.	5 Yrs.
Chief Building Maintenance	\$16.82	\$17.18	\$18.01	\$18.87	\$20.62	\$20.91	\$21.51
Relief Custodian	14.83	15.20	16.07	16.91	18.57	18.75	19.23
First Shift Custodian	13.63	14.01	14.83	15.68	17.36	17.43	17.67
Second Shift Custodian		(Second shift differential is \$.15)					
Third Shift Custodian		(Third shift differential is \$.27)					
Part-Time Help	13.26	13.37	13.63				
Temporary Help	11.20	11.61	12.00				

- NOTE:
1. Four (4%) percent increase applied to all steps of this pay schedule.
 2. Second shift differential for Relief Custodian is \$.15 cents.

Effective January 1, 2004

FOR EMPLOYEES HIRED ON OR AFTER JANUARY 1, 2004

Title	Start	6 Mos.	1 Yr.	2 Yrs.	3 Yrs.	4 Yrs.	5 Yrs.
First Shift Custodian	9.63	10.00	10.83	11.68	13.36	13.43	13.67
Second Shift Custodian		(Second shift differential is \$.15)					
Third Shift Custodian		(Third shift differential is \$.27)					
Part-Time Help	9.00	9.25	10.00				
Temporary Help	8.00	8.25	8.50				

APPENDIX "B"

LOCAL 168
JOB CLASSIFICATION AND RATE SCHEDULE

Kenosha County Courthouse, Jail, and Social Services
Custodial and Maintenance Employees

Effective January 1, 2005

Title	Start	6 Mos.	1 Yr.	2 Yrs.	3 Yrs.	4 Yrs.	5 Yrs.
Chief Building Maintenance	\$17.41	\$17.78	\$18.64	\$19.53	\$21.34	\$21.64	\$22.26
Relief Custodian	15.35	15.73	16.63	17.50	19.22	19.41	19.90
First Shift Custodian	14.11	14.50	15.35	16.23	17.97	18.04	18.29
Second Shift Custodian		(Second Shift Differential is \$.15)					
Third Shift Custodian		(Third Shift Differential is \$.27)					
Part-Time Help	13.72	13.84	14.11				
Temporary Help	11.59	12.02	12.42				

- NOTE:
1. Three and one-half (3.5%) percent increase applied to all steps of pay schedule.
 2. Second shift differential for Relief Custodian is \$.15 cents.

Effective January 1, 2005

FOR EMPLOYEES HIRED ON OR AFTER JANUARY 1, 2004

Title	Start	6 Mos.	1 Yr.	2 Yrs.	3 Yrs.	4 Yrs.	5 Yrs.
First Shift Custodian	9.97	10.35	11.21	12.09	13.83	13.90	14.15
Second Shift Custodian		(Second Shift Differential is \$.15)					
Third Shift Custodian		(Third Shift Differential is \$.27)					
Part-Time Help	9.32	9.57	10.35				
Temporary Help	8.28	8.54	8.80				

- NOTE:
1. Three and one-half (3.5%) percent increase applied to all steps of pay schedule.

APPENDIX "C"

LOCAL 168
JOB CLASSIFICATION AND RATE SCHEDULE

Kenosha County Courthouse, Jail, and Social Services
Custodial and Maintenance Employees

Effective January 1, 2006

Title	Start	6 Mos.	1 Yr.	2 Yrs.	3 Yrs.	4 Yrs.	5 Yrs.
Chief Building Maintenance	\$17.89	\$18.27	\$19.15	\$20.07	\$21.93	\$22.24	\$22.87
Relief Custodian	15.77	16.16	17.09	17.98	19.75	19.94	20.45
First Shift Custodian	14.50	14.90	15.77	16.68	18.46	18.54	18.79
Second Shift Custodian		(Second shift differential is \$.15)					
Third Shift Custodian		(Third shift differential is \$.27)					
Part-Time Help	14.10	14.22	14.50				
Temporary Help	11.91	12.35	12.76				

- NOTE:
1. Two and three-quarters (2.75%) percent increase applied to all steps of pay schedule.
 2. Second shift differential for Relief Custodian is \$.15 cents.

Effective January 1, 2006

FOR EMPLOYEES HIRED ON OR AFTER JANUARY 1, 2004

Title	Start	6 Mos.	1 Yr.	2 Yrs.	3 Yrs.	4 Yrs.	5 Yrs.
First Shift Custodian	10.24	10.63	11.52	12.42	14.21	14.28	14.54
Second Shift Custodian		(Second shift differential is \$.15)					
Third Shift Custodian		(Third shift differential is \$.27)					
Part-Time Help	9.58	9.83	10.63				
Temporary Help	8.51	8.77	9.04				

- NOTE:
1. Two and three-quarters (2.75%) percent increase applied to all steps of pay schedule.

MASTER SENIORITY LIST AS PER SECTION 6.8

LOCAL 168 SENIORITY:

Robert Hawley	3/22/82
Dale Kangas	4/12/82
Sam Coan	5/10/82
Norman Drissel	1/28/85
Michael Schrandt	8/12/85
Patricia Bilski	5/5/86
Debra Schmidt	6/22/88
James Morgan	5/20/91
Terry Vengrin	9/13/91
Mary Krebs	5/1/93
Bruce Charlton	8/16/93
Ethel Haidinger	11/1/93
Catherine Horensky	4/30/95
Gerald McCarthy	4/13/98
Benjamin Sturdevant	6/29/98
Rhonda Haidinger	6/29/98
Kevin Litz	2/15/99
Patrick Tappa	2/22/99
Joseph Pasterski	4/12/99
Gary Kersting	6/8/99
Joni Willkomm	6/9/99
Gerald Schuch	9/7/99
Don Sandberg	6/18/00
Dave McCune	7/3/00
Karen Abrego	4/9/01
Charles Solberg	6/6/01
Scott McClain	8/12/02
Bryan Menarek	8/19/02
Dennis Vanderhoff	9/22/03

All personnel actions will be in accordance with Articles VI and VII of this Agreement.

Letter of Understanding
Between
County of Kenosha, Wisconsin
And
Service Employees, Local Union 168
Maintenance and Custodial Workers

This Letter Agreement made and entered into by and between the County of Kenosha, Wisconsin, hereinafter referred to as the "County", and Local Union 168, Maintenance and Custodial Workers, hereinafter referred to as the "Union", is as follows:

The 3rd shift custodian from the Courthouse Molinaro Building will move to second shift for nine months out of the year and this job and shift change will be reposted.

Dated this _____ day of _____, 2003.

For The County:

For The Union:

County Executive

President

Personnel Director

Executive Board

Corporation Counsel

Steward

Letter of Understanding
Between
County of Kenosha, Wisconsin
And
Service Employees, Local Union 168
Maintenance and Custodial Workers

This Letter Agreement made and entered into by and between the County of Kenosha, Wisconsin, hereinafter referred to as the "County", and Local Union 168, Maintenance and Custodial Workers, hereinafter referred to as the "Union", is as follows:

This is an interpretation on the use of casual days for vacation purposes. In the current contract with the County of Kenosha and S.E.I.U. 168, casual days come under Article XII Accident and Sickness Pay Maintenance, Section 12.2 "(d)...The employee need not give any reason for the casual day taken under this subsection." Without sufficient evidence of an emergency nature, 24 hour advance notice is the required minimum. This parallels with logical definitions of accident and sickness time off. Nowhere does it say, or is it implied, that casual days can be reserved as vacation time up to 10 months in advance. That would come under Article X - Vacations.

Casual days are to be used in cases of emergency, sickness, and unscheduled short notice purposes. They are not for scheduled vacation purposes. When they are submitted for such a purpose, they are to be considered vacation, and come under staffing and seniority restrictions spelled out in Article X.

Dated this _____ day of _____, 2003.

For The County:

For The Union:

County Executive

President

Personnel Director

Executive Board

Corporation Counsel

Steward