

2004-2005

AGREEMENT

between

COUNTY OF KENOSHA, WISCONSIN

and

KENOSHA COUNTY INSTITUTIONS EMPLOYEES, LOCAL 1392  
AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES, AFL-CIO

INSTITUTIONS

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## 2004-2005 AGREEMENT

This Agreement made and entered into by and between the County of Kenosha, Wisconsin, hereinafter referred to as the "County" or "Employer", and the Kenosha County Institutions Employees, Local 1392, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union" is as follows:

### ARTICLE I - RECOGNITION

Section 1.1. The County hereby recognizes the Union as the exclusive bargaining agent for all Brookside employees except supervisory employees, administrator's stenographer and registered nurses for the purpose of bargaining of all matters pertaining to wages, hours and all other conditions of employment.

Section 1.2. Management Rights. Except as otherwise provided in this Agreement, the County retains all the normal rights and functions of management and those that it has by law. Without limiting the generality of the foregoing, this includes the right to hire, promote, transfer, demote or suspend or otherwise discharge or discipline for proper cause; the right to decide the work to be done and location of work; to contract for work, services or materials; to schedule overtime work; to establish or abolish a job classification; to establish qualifications for the various job classifications; however, whenever a new position is created or an existing position changed, the County shall establish the job duties and wage level for such new or revised position in a fair and equitable manner subject to the grievance and arbitration procedure of this Agreement. The County shall have the right to adopt reasonable rules and regulations. Such authority will not be applied in a discriminatory manner. The County will not contract out for work or services or the use of volunteers that will result in layoff or reduction of hours worked by bargaining unit employee(s).

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

Section 1.4. Fair Share. The County hereby recognizes the Fair Share Principle as set forth in Wisconsin Statute 111.70 as amended. The Union, as the exclusive representative of all of the employees in the bargaining unit, shall represent all such employees, both Union and non-Union, fairly and equally, and all employees in the bargaining unit shall be required to pay their proportionate share of the cost of such representation as set forth in this Article.

No employee shall be required to join the Union, but membership in the Union shall be made available to all employees who apply, consistent with the Constitution and By-Laws of the Union. No employee shall be denied Union membership on the basis of race, creed, color, sex or national origin.

The County shall deduct from the first paycheck of each month an amount, certified by the Treasurer of Local 1392 as the uniform dues required of all Union members, from the pay of each employee in the bargaining unit. With respect to newly hired employees, such deduction will commence on the month following the completion of sixty (60) calendar days of employment.

The aggregate amount so deducted, along with an itemized list of the employees from whom such deductions were made, shall be forwarded to the Treasurer of Local 1392 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 1392 at least thirty (30) days prior to the effective date of such change.

Section 1.5. People Deduction. The employer agrees to deduct from the wages of any employee who is a member of the Union a People deduction as provided for in a written authorization. Said authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

## ARTICLE II - REPRESENTATION

Section 2.1. Union. The Union shall be represented in all such bargaining or negotiations with the County by such representatives as the Union shall designate. The County will allow the entire Executive Board of the Bargaining Unit necessary time off to attend meetings for the negotiation of the contract, provided the Executive Board does not exceed seven (7) members.

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

## ARTICLE III - GRIEVANCE PROCEDURE

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

Step 1. Any employee who has a grievance shall first discuss it with his immediate supervisor with or without the presence of the steward at his option. If the grievance is not resolved between the employee with or without the steward and the immediate supervisor, the grievance shall be reduced to writing, in triplicate, on a form provided by the Union and the Union shall request a meeting with the department head

within ten (10) working days after the supervisor's answer to the employee. If the grievance is resolved between the employee and the supervisor, the Union shall be notified of the settlement.

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

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

Step 3. In the event the grievance is not satisfactorily adjusted in Step 2, the Union may appeal the grievance to Step 3 by notifying within ten (10) working days of the completion of Step 2, the Administration Committee of the County Board in writing. This appeal shall state the name of the aggrieved, the date of the grievance, the subject and the relief requested. The Administration Committee shall give its disposition of the grievance to the Union in writing within fourteen (14) calendar days. If the Administration Committee fails to give its disposition of the grievance in writing to the Union within fourteen (14) calendar days after the date the parties have met to discuss the grievance, it shall be settled in favor of the grievant. The parties may mutually agree to extend the time limit at this step in accordance with Section 3.3.

Step 4. All grievances which cannot be adjusted in accord with the above procedure may be submitted for decision to an impartial arbitrator within ten (10) working days following receipt of the County's answer to Step 3 above. The arbitrator shall be selected by mutual agreement of the parties; or, if no such agreement can be reached within five (5) days after notice of appeal to arbitration, the Union or the employer may request two (2) panels of seven (7) arbitrators each 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. Expenses of the arbitrator shall be shared equally by the parties.

The authority of the arbitrator shall be limited to the construction and application of the terms of this Agreement and limited to the grievance referred to him for arbitration; he shall have no power or authority to add to, subtract from, alter or modify any of the terms of this Agreement. The decision of the arbitrator shall be final and binding upon the Union and the County.

Section 3.2. Time Limits - Appeal and Settlement. The parties agree to follow each of the foregoing steps in processing the grievance and if, in any step except Step 3, the County's representative fails to give his answer within the time limit therein set forth, the grievance is automatically appealed to the next step at the expiration of such time limit. Any grievance which is not appealed to the next step within the



time limits provided herein shall be considered settled on the basis of the County's last answer.

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

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

Section 3.5. Work Rules and Discipline. Employees shall comply with all provisions of this Agreement and all reasonable work rules. Employees may be disciplined for violation thereof under the terms of this Agreement, but only for just cause and in a fair and impartial manner. Excluding discipline for patient abuse, any employee who has not been disciplined for any reason for a period of three (3) years shall be considered as having a clean record as of the end of such three (3) year period. When any employee is being disciplined or discharged, there shall be a Union representative present and a copy of the reprimand sent to the Union and the employee.

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

Section 3.6. Pay for Grievance Handling. Grievance matters shall be handled through Step 4 during the daily schedule of hours with no loss in wages for stewards, officers or employees involved in handling said matter. The Local shall be allowed to have Union representatives deemed necessary at any or all grievance meetings. Employees shall have the right to present their grievances without fear of any penalty.

Section 3.7. Policy Grievances. The Union shall have the right to submit policy grievances regarding provisions of this agreement in matters which do not necessarily apply to any one employee.

Section 3.8. Suspension and Discharge. No employee shall be subject to discharge without first sustaining a suspension from work for a period of at least three (3) days. During the suspension period, the County and Union representatives shall investigate and review the circumstances involved and then meet and attempt to resolve the issue. If not resolved and the employee is discharged, the grievance must be filed within five (5) workdays of the notification of discharge and shall be processed beginning at Step 3 of the grievance procedure.

#### 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.

#### ARTICLE V - HOURS

Section 5.1. Workday - Workweek - Defined. The standard workday shall be not more than eight (8) hours and the standard workweek shall not be more than forty (40) nor more than eighty (80) hours in any two (2) week pay period. Any deviation of the above will be by mutual agreement.

Section 5.2. Weekend Work. The Employer shall not discriminate against any employee in the assignment of weekend work.

#### Section 5.3.

(a) Nurse's Attendants shall receive every other weekend off.

(b) Regular full-time employees in the Dietary Department shall work an every other weekend off schedule. Regular part-time employees in the Dietary Department shall receive every other weekend off, except employees may choose to work additional weekends if needed.

(c) Permanent shifts have been established in the Maintenance Department.

(1) An every other weekend off schedule has been established in the Maintenance Department. The parties agree that employees on the "B" or "C" shift may be temporarily assigned to the "A" shift for a maximum of two (2) weeks during a calendar year for special training. Upon completion of the training, they will return to their regular shift. The parties further agree that new Maintenance Department employees will be assigned to the "A" shift for training during their probationary period.

(2) It is understood between the parties that the seventh (7th) maintenance position will have flexible scheduling. Weekends will be scheduled off for this position unless needed to replace another Maintenance Man. The schedule for this position may be changed after it is posted to cover for casual days, illness, vacation and other leaves.

Section 5.4. Labor-Management Scheduling Committee. A Labor-Management Scheduling Committee shall be established to study and make recommendations for more effective and efficient scheduling of Institutions employees.

#### ARTICLE VI - SENIORITY

Section 6.1. Probationary Period. New full-time employees shall be on a probationary status for a period of ninety (90) calendar days. New part-time employees shall be on a probationary status for a period of sixty (60) scheduled days worked, or five (5) calendar months, whichever is earlier. During such probationary period, full-time employees shall not be entitled to any fringe benefits under this Agreement except for the appropriate wage rate to be paid for work actually performed. During this probationary period, neither the Union nor the employee shall have recourse to the grievance procedure in case of discharge. If still employed after such date, seniority shall date from the first day of hiring. Until a probationary employee has acquired seniority, he shall have no reemployment 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 consideration 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. Regular employees shall receive preference over new applicants. A transfer is the filling of a new or vacated position and shall be governed by the job posting.

Section 6.3. Temporary Assignments. The County, in exercising its right to assign employees, agrees that an employee has seniority in a job classification, but may be temporarily assigned to another job to fill a vacancy caused by a condition beyond the control of management. Any employee so temporarily assigned shall be returned to his regular job as soon as possible. Temporary job assignments shall not be considered job transfers.

Section 6.4. Layoff. 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 and then the employees with the least institution-wide seniority. Employees laid off in reduction of force shall have their seniority status continue for a period equal to their seniority at the time of layoff, but in no case shall this period be less than three (3) years. When vacancies occur in a department, while any employees hold layoff seniority status, these employees shall be given the first opportunity to be recalled and placed on these jobs. In the event an employee declines to return to work when recalled under this section, such employee shall forfeit all accumulated seniority rights.

Section 6.5. Notice of Termination. An employee covered by this Agreement whose employment is terminated for any reason other than disciplinary action, shall be entitled to two (2) weeks notice and give the reason for such termination.

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 seniority rights for the following reasons only:

- (a) If he quits.
- (b) If he has been discharged for just cause.
- (c) If he fails to notify the County within one (1) week of his intention upon recall from layoff and does not report for work within two (2) weeks of recall (by certified, return receipt mail).
- (d) If he has been in a layoff status longer than provided for above.
- (e) If he fails to return to work on the first workday following the expiration date of a leave of absence, unless an extension of such leave has been granted.
- (f) If he retires on a voluntary or compulsory basis.

Section 6.7. Retention of Seniority. For the purpose of fringe benefits only, such as Accident and Sickness Insurance, vacations, holidays, retirement, etc., an employee's seniority shall continue if transferred from one (1) County department or facility to another. For promotions or job retention, seniority in the bargaining unit shall apply.

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

Section 6.9. Seniority List. The County shall prepare and maintain up-to-date a master seniority list of all employees for each local. Such list shall be kept up-to-date and posted on department bulletin boards. Copies shall be furnished to the stewards.

Section 6.10. Part-Time Employees. Effective upon mutual ratification of the 1992-1994 Agreement, seniority for all employees, full and part-time, shall be determined to the extent possible by the date of hire of the employee in question. For existing employees, ties will be broken based on seniority hours credited on the seniority list as of January 1, 1992, plus hours worked in 1992 up to forty (40) per week, and if still tied, by lot. Seniority for employees hired in the future shall be based on date of hire with ties broken by lot at or about the time of hire.

ARTICLE VII - JOB POSTING

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

Section 7.2. Contents of Posting. The job requirements, qualifications, shift and rate of pay shall be part of the posting and sufficient space for interested parties to sign said posting, or they may in writing notify the department head of their application. When an employee is absent from work, his steward may sign said posting for such absent employee. The Executive Board shall be notified of any changes in job postings before they are posted.

Section 7.3. Seniority - Skill and Ability Factors. In filling a vacancy, the employee signing with the greatest institution-wide seniority in the department shall be given first consideration except as provided for in section 7.4. below. Skill, ability and efficiency shall be taken into consideration only when they substantially outweigh considerations of length of service.

Section 7.4. Employment Preference. Regular employees shall receive preference over temporary employees. Temporary employees shall receive preference over new applicants. Regular part-time employees shall have preference over temporary employees in working a regular forty (40) hour per week position.

Section 7.5. Probationary Period. Employees filling promotional vacancies shall be on a probationary period for thirty (30) days.

Section 7.6. Failure to Qualify on New Job. An employee who fails to have the ability to handle a job obtained through job posting during his probationary period shall return to his former job.

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

Section 7.8. Temporary Employees. Temporary employees shall be hired only as a replacement for an authorized position. The Union shall be notified of any such hiring, and such notification shall indicate whether the person is hired for a specific length of time or until the employee normally filling that position returns. Temporary employees, including vacation replacements, shall only be entitled to fringe benefits after they have actually worked ninety (90) consecutive workdays. The administration agrees that new employees will not be employed as temporary employees for periods in excess of the probationary period specified in Section 6.1. of the contract. Those temporary employees now employed at the Institution, who have completed said probationary period, shall become regular employees. New employees employed on a part-time basis shall, upon completion of their probation

period, receive pro-rata fringe benefits as specified in Article XIX of the Contract.

Section 7.9. Seasonal Employees. Seasonal employees are employees who work from May 1 through December 31 of a calendar year. These employees may be utilized in all Brookside departments with the exception of nursing. Before a seasonal employee may be utilized, the hours must first be offered to regular part-time employees by posting. These seasonal employees may not be utilized in a department where there exists a layoff or a reduction in hours affecting any working employee of the affected department. Seasonal employees shall be paid the starting rate of the job classification and shall not be entitled to any benefits. Seasonal employees shall be given last preference when posting to a regular position. In the event of a layoff or reduction in posted hours, seasonal employees shall be the first to be laid off or reduced in hours.

Section 7.10. Bidding Limits. Employees are limited to two (2) successful bids in a twelve (12) month period. This does not include transfers within a job classification.

#### ARTICLE VIII - WAGES

Section 8.1. Wages. "Job Classification and Rate Schedules" for January 1, 2004 through December 31, 2005 shall be attached to this Agreement as Appendices "A" through "D" and made a part hereof.

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

Section 8.3. Lateral Transfers. Upon transfer to a job in the same pay range, the employee shall retain his rate if at the maximum. If he is not at the maximum, he shall advance on his previous schedule.

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

Section 8.5. Higher Rated Job Transfer. An employee assigned to a higher rated job for two hours or more shall receive the higher rated pay at the same step in which they are being paid in their permanent position for hours worked.

Section 8.6. Higher Rated Job - Bidding. Employees going to a higher rated job through a job posting or reclassification shall be placed on the schedule at the wage closest to, but higher than, the position being vacated, but in no event shall they be paid less than that received on the position being vacated. They shall remain at that rate until the completion of the probationary period as defined in Section 7.5. Following completion of the probationary period, they shall be

placed at the step in the rate range to which their seniority entitles them.

Section 8.7. Rebidding of Old Job. An employee who bids to a lower rated job and later bids and is promoted to his prior higher rated job, after thirty (30) days on such job, shall be paid the progression rate he had on that job at the time he left the job.

Section 8.8. New Employees. New employees shall progress through the rate range with a step increase on the anniversary date of their employment until the maximum is obtained.

Section 8.9. Shift Differential. All employees working the second shift shall receive as part of their regular wage rate an additional twenty cents (20¢) per hour. Employees working the third shift - an additional twenty-five cents (25¢) per hour.

#### ARTICLE IX - OVERTIME

Section 9.1. Outside Shift Hours. Hours worked outside an employee's regular shift shall be compensated pursuant to section 8.9 (second and third shift premium) of this Agreement when mutually agreed to. If an employee works outside of their regular shift, he/she shall receive an additional One Dollar (\$1.00) per hour in addition to his/her regular straight time hourly rate of pay. Employees will not be required to work outside their shift.

Section 9.2. 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 (for example, vacation, sick leave days, casual days, jury duty leave, bereavement leave, time compensated for holidays, etc) shall be considered as time worked. Unpaid time off will not be used to calculate overtime. All overtime will be filled on a voluntary basis.

Section 9.3. Saturday work. Hours worked on Saturday except for employees on a regular work schedule including Saturday, shall be paid at time and one-half (1-1/2).

Section 9.4. Sunday Work. Hours worked on Sundays, except for employees on a regular work schedule including a Sunday, shall be paid at a rate equal to two (2) times their regular rate of pay.

Section 9.5. Holiday Work. Employees who are scheduled to, and do work an approved holiday shall receive pay at the rate of 2 times the regular rate of pay for hours worked. Full-time employees who are not scheduled to work, and who do not work, shall be paid at their regular straight time rate of pay for eight (8) hours. For regular part-time employees who do not work, the holiday shall be paid according to the following formula: The hours paid to the employee during the four week period immediately preceding the holiday in question shall be multiplied by 5%. This number shall be multiplied by the employee's straight time

salary rate to determine the appropriate holiday pay. A part-time employee who works less than eight (8) hours on a holiday will receive double time for hours actually worked and straight time for additional time earned for holiday credit.

Section 9.6. Overtime Distribution. Overtime shall be divided as equally as possible.

Section 9.7. Call-In Pay. An employee called into work outside his regular work schedule shall receive a minimum of four (4) hours' work or pay unless such work runs into or extends from his regular workday.

Section 9.8. No Pyramiding. There shall be no pyramiding of any overtime pay and/or premium pay.

## ARTICLE X - VACATIONS

### Section 10.1. Entitlement.

1. Employees with one (1) year or more of continuous service shall receive one (1) week of vacation with pay at the straight time rate for forty (40) hours.
2. Employees with two (2) years or more service shall receive two (2) weeks of vacation with pay at the straight time rate for eighty (80) hours.
3. Employees with seven (7) years or more service shall receive three (3) weeks of vacation with pay at the straight time rate for one hundred twenty (120) hours.
4. Employees with fifteen (15) years or more service shall receive four (4) weeks of vacation with pay at the straight time rate for one hundred sixty (160) hours.
5. Employees with twenty-five (25) years or more service shall receive five (5) weeks of vacation with pay at the straight time rate for two hundred (200) hours.

Section 10.2. 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 comply with the second paragraph of section 6.5.

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



Section 10.4. Scheduling. Vacation preference shall be selected on the basis of 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 March 1st must take their vacation in the periods remaining.

Section 10.5. 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.

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

Section 10.7. Emergency Vacation Week. Employees can use one (1) week of their vacation for emergencies. This week can be used either one (1) day at a time or as an entire week. Such an emergency week cannot include a holiday, as designated in this agreement. Moreover, an emergency day shall not be granted on a weekend work day or on a scheduled holiday on which an employee is scheduled to work. Requests for emergency vacation day(s) shall not be denied provided the employee notifies his/her department head at least one-half hour before his/her scheduled starting time.

Section 10.8. Cash Out and/or Carry Over of Unused Vacation. An employee who has more than two weeks (10 days) vacation must use at least two weeks (10 days) of that vacation during the vacation year. Any unused vacation time as of 1/1 the following year may be cashed out or up to one week may be carried over into the following year.

#### ARTICLE XI - HOLIDAYS

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

Section 11.2. Eligibility. Any employee shall be required to work the scheduled day immediately preceding the holiday and the scheduled day immediately following to receive holiday pay for the holidays set forth in this article. However, the day before and the day after shall be waived in the case of an employee who has an excused absence.

Section 11.3. Holiday During Vacation. If the holiday comes during the employee's vacation, he shall be granted an additional day's pay.

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

If the holiday falls on a Sunday, the following Monday shall be considered the paid holiday.

ARTICLE XII - ACCIDENT AND SICKNESS PAY MAINTENANCE PLAN

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

- (a) All regular full-time employees will receive thirty (30) calendar days at full pay with coverage starting on the first day of accident, if authorized by a physician, first day of hospitalization, first day of out-patient surgery and seventh (7th) day of illness.
- (b) From the 31st day to the 365th day, an employee will receive two-thirds (2/3rds) of his regular pay. Regular pay means forty (40) times the employee's regular straight-time hourly rate.
- (c) Benefits under this plan are not limited to one (1) accident or one (1) illness per year, but are available any time an employee has an accident or becomes ill; provided that if an employee has received benefits hereunder and there should be a recurrence of the same condition or illness, no waiting period will apply if there is a recurrence within two (2) weeks of return to work. If there is a recurrence after two (2) weeks on the job, another waiting period will apply.
- (d) No payments will be made under the Accident and Sickness Insurance Plan unless the employee submits an application for benefits and a doctor's statement shall be submitted to the Personnel Department who will make the necessary arrangements for the payment of benefits.
- (e) If, while an employee is being paid under the Accident and Sickness Insurance Program, a wage increase occurs during his absence, he will be paid benefits reflecting such increase.
- (f) Benefits will be paid under the Accident and Sickness Pay Maintenance Plan for pregnancy or for any matter relating to pregnancy. The benefits will start after a physician has certified that the employee is no longer able to work on account of disability resulting from pregnancy, and shall continue until such time as the doctor certifies that the employee is able to return to work.

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

are retroactive to January 1, 1992. Any day taken as paid casual day thus far in 1992 will be charged against the five (5) per year for 1992.

There will be no use of casual days between December 15 and December 31 of any year.

Any 1991 casual days carried over pursuant to Section 12.2 of the 1989-1991 Agreement shall be paid in cash as soon as possible following mutual ratification.

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 - none.

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

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

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

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

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

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

This provision shall not affect any employee hired prior to January 1, 1992.

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

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

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

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

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

Section 12.5. Unpaid Days. All employees shall be allowed to use up to two unpaid days off per year without being subjected to the attendance policy or section 12.2.(a). However, these days cannot be used on weekends or holidays. Normal reporting is required. No unpaid days will be allowed on December 26.

#### ARTICLE XIII - JURY DUTY

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

#### ARTICLE XIV - MILITARY LEAVE

Section 14.1. Armed Forces. Any employee who enters the Armed Forces of the United States while employed with Kenosha County shall have

the period spent in the Armed Forces considered as time spent working in computing their vacation.

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

Section 14.2. Reinstatement. Upon return from military leave, the employee shall be returned to a position and pay in keeping with federal regulations.

Section 14.3. Reserve Training. An employee who is a member of a military reserve and who may be called upon for reserve training or 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, father-in-law, mother-in-law, daughter and son-in-law, or step-parent or step-child (a step-child is one who is living with or who was raised by the employee), such employee will be paid for straight time lost from scheduled work not to exceed three (3) days off within a seven day period following the date of death. No disciplinary action shall be taken against an employee who must leave work upon notification of a death provided that employee advises supervision before leaving and provides proof of the death upon returning to work.

Section 15.1a. Grandchild. In the event of a death of an employee's grandchild, such employee will be paid for straight time lost from scheduled work not to exceed two (2) days off within a seven day period following the date of death. No disciplinary action shall be taken against an employee who must leave work upon notification of a death provided that employee advises supervision before leaving and provides proof of the death upon returning to work.

Section 15.2. Other Family. In the event of a death of an employee's brother-in-law, sister-in-law or grandparent, 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. No disciplinary action shall be taken against an employee who must leave work upon notification of a death provided that employee advises supervision before leaving and provides proof of the death upon returning to work.

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. Employees are entitled to Worker's Compensation coverage subject to State of Wisconsin rates and rules.

#### ARTICLE XVII - OTHER LEAVE

Section 17.1. Personal. Applications for leave of absence for personal reasons shall be made in writing to the Union and shall be presented to the department head. All employees must have one (1) year of service before any personal leave will be granted. A leave 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 reason for the request. The department head may grant a personal leave of absence without pay for thirty (30) calendar days or less. Leaves of absence without pay for more than thirty (30) calendar days but not exceeding six (6) months may be granted by the department head with the approval of the County Board Committee responsible for the department. Personal leaves of absence requested for a period in excess of six (6) months must be approved by the Kenosha County Executive.

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

Section 17.3. Education. Leaves of absence not to exceed two (2) years may be granted to those employees who desire to improve their ability and job knowledge through further education. The procedure for obtaining such leave shall be the same as that of Section 1 of this Article.

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

Section 17.5. Pregnancy Leave. Whenever an employee becomes pregnant, she shall furnish the County with a certificate from her physician stating the approximate date of delivery, the nature of work she may do, and the length of time she may continue to work. Thereafter, upon request of the County, she shall furnish an additional certificate containing like information every thirty (30) to forty-five (45) days. An employee shall be allowed to work 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. Union Notification. The Union shall be notified in writing by the department head in the department involved at the time each leave of absence is recommended, denied or authorized, indicating the duration of the authorization and at the time of subsequent renewals. Seniority shall continue to accrue during an authorized leave of absence.

#### ARTICLE XVIII - INSURANCE

Section 18.1. Hospital-Surgical **through 6/30/04**. For the duration of this Agreement, the County shall provide a comprehensive hospital-surgical-major medical coverage policy and a \$25 deductible dental plan. Active employees will have the option of choosing one of two plans outlined below. Said option must be executed during the open enrollment period which will last for one month each year, from October 1 through October 31.

- (a) For employees enrolled for coverage for the employee only--the full premium cost of the coverage. Effective 1/1/96, the County will continue to pay 100% of the premium for retirees on the Pyramid Plan or who retire prior to 1/1/96.
- (b) For employees enrolled for coverage for the employee and his/her dependents--the full premium cost of the coverage. Effective 1/1/96, the County will continue to pay 100% of the premium for retirees on the Pyramid Plan or retire prior to 1/1/96.
- (c) During the life of this Agreement, the County agrees to maintain hospital-surgical-major medical and dental coverage at levels equivalent to, or better than, coverages presently in effect.
- (d) An employee who becomes totally disabled due to work connected injury or illness shall continue to receive coverage paid by the County during such period of total disability until such

employee becomes eligible for coverage under any present or future federal hospital-surgical-major medical insurance plan; and

- (e) An employee who is out due to illness shall continue to receive coverage paid by the County for six (6) months after such employee exhausts his Pay Maintenance Plan benefits. Such employee can continue coverage for an additional six (6) month period by paying, in advance, to the Personnel Department the monthly premium for his coverage.
- (f) PLAN ONE. (Flex Plan) This health insurance plan shall incorporate an overall policy deductible of \$250.00/single, \$750.00/family with an 80%/20% split on the next \$7,500 for single or family, (80% County/20% Employee) and a drug plan of \$10/\$20. 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. The plan provides a flexible spending account of \$250 single/\$500 family, (one-half of the flex dollar amounts will be given to employees hired after July 1). 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 \$50.00 for failing to obtain precertification. Disputes may be subject to the grievance procedure. **NOTE: Retirees are not eligible for flexible spending accounts.**
- (g) PLAN TWO (Kenosha Healthcare Partners Plan) This health insurance plan provides a \$20 per visit charge for health visits with a cap of 10 for single, 20 for two-member family and 25 for three-member or more family. If anyone reaches 10 visits, they are done. The plan provides a \$10 per visit charge for dental visits with a maximum of two co-payments per one course of treatment. Routine dental visits are free of charge. The plan provides for a drug plan of \$10/\$20. 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. The plan provides a flexible spending account of \$300 single/\$600 family, (one-half of the flex dollar amounts will be given to employees hired after July 1). The plan provides for a \$50 penalty to use the emergency room if not authorized by the Health Care Center prior to, or no later than 24 hours of its use. New hires will be offered only the Partners Plan and must remain in that Plan for one year plus the time to get to the next open enrollment.
- (h) (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.



- (i) (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).
- (j) Effective June 30, 1992, active employees shall no longer be eligible for the Standard Plan. Effective January 1, 2002, active employees shall no longer be eligible for the Pyramid Plan.
- (k) Current retirees on the Standard Plan may remain on the Standard Plan but can switch to the Flex Plan or Kenosha Healthcare Partners Plan at open enrollment. Current retirees who switch to the Flex Plan or Kenosha Healthcare Partners Plan cannot switch back to the Standard Plan. The Pyramid Plan is available only to employees who have retired while covered by that Plan. Current retirees on the Pyramid Plan may remain on the Pyramid Plan but can switch to the Flex Plan or Kenosha Healthcare Partners Plan at open enrollment. New retirees are only eligible for the Flex Plan or Kenosha Healthcare Partners Plan.
- (l) Open enrollment opportunity to be offered annually to active employees and to retirees.
- (m) Increase the Flex Plan amounts for orthodontia from \$800 to \$1,000 and for physical exams, etc., from \$100 to \$200.
- (n) Incorporate any improvements in active or retiree health insurances when, if and to the extent that such are granted to any other group(s) of county employees.
- (o) Employees who begin participating in the Flex Plan after July 1 of a given year will have 50% of the flex account and physical exams account amount for that year.

Section 18.1. Hospital-Surgical (Effective 7/1/04). For the duration of this Agreement, the County shall provide a comprehensive hospital-surgical-major medical coverage policy and a \$25 deductible dental plan. The County will continue to provide a Dental Maintenance Organization (currently Dental Associates) with a \$10 copay and a 50/50 split on orthodontia. The Dental Associates plan will have an annual maximum benefit on all covered dental work, other than orthodontia, of \$2,000 for the years 2003 and 2004. The maximum benefit will increase to \$2,200 for the years 2005 and thereafter. Active employees will have the option of choosing one of two Network options, In-Network or Out-of-Network. Said option must be executed during the open enrollment period which will last for one month, from October 1 through October 31 of the current year.

In Network			Out-of-Network		
A.	All physician visits and all diagnostic lab, x-ray, CT scan, MRI, etc., subject to a \$25 co-pay with a cap of 40 visits for single/ 60 visits for a family of two/ and 80 visits for a family of three or more.		A.	All claims subject to a \$600 deductible to a maximum of three (3) per family.	
B.	All in-patient and out-patient and ER visits subject to the following:		B.	After the deductible is satisfied, co-insurance of 75%/25% on the next \$7,000 (\$1,750) single and \$13,000 (\$3,250) family.	
	<u>Year 1</u>	<u>Year 2</u>	C.	All in-patient and out-patient and ER visits subject to a \$200 deductible prior to the 75%/25% split in "B" above.	
In-Pat.	\$ 75	\$ 75			
Out-Pat.	\$ 75	\$100			
ER	\$100	\$100			
Any admission or referral to a physician to schedule either In- or Out-Patient surgery within five days of an ER visit will not be subject to the In- or Out-Patient \$75 or \$100 deductible.					
<u>Rx – Co-Pays</u>			<u>Rx – Co-Pays</u>		
Generic - \$8.00			Generic - \$8.00		
Formulary Brand - \$20.00			Formulary Brand - \$20.00		
Non-formulary Brand - \$40.00			Non-formulary Brand - \$40.00		

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

Retiring employees for the purposes of this provision are defined as any employee who retires during the duration of this Agreement.

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

Section 18.4. Life Insurance. The Wisconsin Group Life Insurance plan shall be continued. The County will pay the full premium required by the Plan.

ARTICLE XIX - PART-TIME EMPLOYEE BENEFITS

Section 19.1. Part-Time Employee Defined. A part-time employee is defined as one who is regularly scheduled to a lesser number of hours (40 hour week) than a full-time employee.

Section 19.2. Temporary Employees. Employees who are employed on a temporary basis shall not receive fringe benefits, except as provided in Section 7.8 of this Agreement.

Section 19.3. Benefits. Regular part-time employees shall be eligible to receive fringe benefits after completion of their probationary period at Brookside Care Center. Part-time fringe benefits, with the exception of holiday pay, 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

Commencing January 1, 1990, prorata benefits shall be premised upon hours paid in the previous calendar year.

Section 19.4. Emergency Vacation. Regular part-time employees who take up to five days emergency vacation (Section 10.7) shall be paid equivalent to one-fifth of the weekly average of hours paid in the previous calendar year for each single day used as emergency vacation. Such regular part-time employees who utilize an emergency vacation day shall not be required to fulfill their scheduled hours for that day nor suffer any penalty under the attendance policy.

ARTICLE XX - NO STRIKE CLAUSE

Section 20.1. The parties agree that it is important to seek amicable resolution of their differences and have established a grievance procedure for this purpose. The Union, on its part, agrees it will not authorize a strike nor shall any employee engage in a strike or slowdown during the term of this agreement. The County agrees it will not prevent employees from carrying out their duties by conducting a lockout.

ARTICLE XXI - GENERAL PROVISIONS

Section 21.1. Copies of Contract. The County shall make sufficient copies of this Agreement to provide each employee with a copy and such additional copies as the Union deems necessary for its purposes.

Section 21.2. Maintenance of Forty (40) Hour Workweek. The County shall make every reasonable effort to operate its projects so as to maintain a forty (40) hour week. There shall be a reduction in the workforce rather than a reduction in hours. Employees with the least seniority shall be laid off first.

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

Section 21.4. Use of Automobile. All employees required to use their private automobile for County business shall receive the IRS rate for each mile traveled in the course of duty prospectively following mutual ratification.

Section 21.5. Equal Opportunity. There shall be no discrimination with respect to the hiring, promotion, retention, or job opportunities of any employee because of age, sex, creed, color or national origin as provided by state or federal law.

Section 21.6. LPN - In-Service Training. In-service training for LPN's at other than their regular hours shall be time paid for at a straight time rate. (This provision is subject to the approval of the Administrator, Trustees, and County Executive.)

Section 21.7. Training Sessions - General. In the event that an employee is required to attend training sessions, he shall be compensated for expenses and any straight time hours of work lost. (This provision is subject to the approval of the Administrator, Trustees, and County Executive.)

Section 21.8. Physical Examination. No employee shall suffer a loss of straight time compensation when an employee's scheduled required physical examination extends into his scheduled work time through no fault of such employee.

Section 21.9. Coffee Break. There shall be a fifteen (15) minute break in the first half of the regular work shift.

Section 21.10. DHS I Employees. All dietary DSH 1 employees may be assigned to perform any and all job duties of the DSH 1 classification in the dietary department. There shall be no reduction in the hours of any employees working in a 40 hour posted position who held such status as of October 6, 1988. Any changes made due to the combination, elimination or changes in job duties shall be discussed with the Executive Board of Local 1392.

## ARTICLE XXII - MAINTENANCE OF BENEFITS

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

## ARTICLE XXIII - SEPARABILITY

Section 23.1. In the event any clause or portion of the Agreement shall be invalidated, the remainder of the Agreement shall remain in full force and effect. Negotiations shall be immediately instituted to adjust such invalidated clause or portion of the Agreement.

#### ARTICLE XXIV - WAIVER AND ENTIRE AGREEMENT

Section 24.1. The County and Union for the life of this agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject, or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement. Waiver of any breach of this Agreement by either party shall not constitute waiver of any future breach of this Agreement.

#### ARTICLE XXV - DURATION

Section 25.1. Term. This Agreement shall become effective January 1, 2004, and shall remain in effect through December 31, 2005, and shall be automatically renewed for periods of one (1) year thereafter unless either party shall serve upon the other a written notice of its desire to modify or to terminate this Agreement. Such notice is to be served no later than the date of the July meeting of the County Board.

Section 25.2. Negotiations. Negotiations of a new agreement, subsequent to receipt of the above-required notice, shall be processed so that a new agreement can be concluded by December 31st if possible. If negotiations of the new agreement are not concluded by December 31st, the effective date of the new agreement shall be January 1st of the following year, except that if the new agreement is not reached by the date of the February meeting of the County Board, then the effective date shall be subject to agreement as determined through negotiations.

Section 25.3. No Sale-No Lease. During the term of the Agreement, Kenosha County agrees that it will not lease or sell the Brookside Health Care Center facilities. Kenosha County further agrees that it will not contract out, lease, sell or otherwise assign the responsibility of caring for the patients and residents of the Brookside Health Care Center.

Section 25.4. Duration. Kenosha County agrees that because of unique financial circumstances affecting the health care industry generally and the Brookside Care Center particularly, the 1989-1991 Agreement between Kenosha County and Local 1392, AFSCME, AFL-CIO shall have no bearing on the negotiations between the County and the other AFSCME Local Unions; the County further agrees that it will not cite or otherwise regard as comparable the 1989-1991 voluntary Local 1392 settlement during any possible Interest Arbitration proceedings involving other AFSCME bargaining units.

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

KENOSHA COUNTY BOARD OF  
SUPERVISORS

KENOSHA COUNTY INSTITUTIONS  
EMPLOYEES LOCAL 1392, AFSCME

\_\_\_\_\_  
County Executive

\_\_\_\_\_  
President

\_\_\_\_\_  
Director, Personnel

\_\_\_\_\_  
Vice-President

\_\_\_\_\_  
Corporation Counsel

\_\_\_\_\_  
Secretary



WAGE CLASSIFICATION SCHEDULE  
 LOCAL 1392  
 Effective January 1, 2004 through June 30, 2004

APPENDIX "A"

<u>Title</u>	<u>Start</u>	<u>1 Yr.</u>	<u>2 Yr.</u>	<u>3 Yr.</u>	<u>4 Yr.</u>	<u>5 Yr.</u>	<u>6 Yr.</u>	<u>7 Yr.</u>
Receptionist	9.80	11.08	11.58	12.05	12.54	13.63		
DSH I	8.96	10.54	11.03	11.52	12.02	13.07		
Cook II	9.35	11.31	11.78	12.29	12.77	13.90		
BMH & Housekeeper	9.22	11.08	11.58	12.05	12.54	13.63		
Support Service Worker	9.22	11.08	11.58	12.05	12.54	13.63		
Maintenance Worker	14.45	15.38	15.77	16.32	16.90	17.31		
Activity Aide I	9.12	10.93	11.39	11.90	12.39	13.46		
Activity Aide II	10.65	12.54	13.05	13.55	14.01	15.20		
Lead Maintenance Worker	15.61	16.53	16.90	17.45	18.07	18.44		
LPN	15.54	16.03	16.50	17.02	17.37	17.70	17.96	18.41
Reimbursement Spec.	17.66	18.15	18.62	19.14	19.48	19.81	20.07	20.53
	<u>Start</u>	<u>6 Mo.</u>	<u>1 Yr.</u>	<u>2 Yr.</u>	<u>3 Yr.</u>	<u>4 Yr.</u>	<u>5 Yr.</u>	
Nursing Attendant	9.80	10.50	11.08	11.58	12.05	12.54	13.63	
<b>Activity Aide I (with CNA license)</b>	9.80	10.50	11.08	11.58	12.05	12.54	13.63	

Note: The above wages reflect a 2% increase

WAGE CLASSIFICATION SCHEDULE  
 LOCAL 1392  
 Effective July 1, 2004 through December 31, 2004

APPENDIX "B"

<u>Title</u>	<u>Start</u>	<u>1 Yr.</u>	<u>2 Yr.</u>	<u>3 Yr.</u>	<u>4 Yr.</u>	<u>5 Yr.</u>	<u>6 Yr.</u>	<u>7 Yr.</u>
Receptionist	9.97	11.27	11.78	12.26	12.76	13.87		
DSH I	9.12	10.72	11.22	11.72	12.23	13.30		
Cook II	9.51	11.51	11.99	12.51	12.99	14.14		
BMH & Housekeeper	9.38	11.27	11.78	12.26	12.76	13.87		
Support Service Worker	9.38	11.27	11.78	12.26	12.76	13.87		
Maintenance Worker	14.70	15.65	16.05	16.61	17.20	17.61		
Activity Aide I	9.28	11.12	11.59	12.11	12.61	13.70		
Activity Aide II	10.84	12.76	13.28	13.79	14.26	15.47		
Lead Maintenance Worker	15.88	16.82	17.20	17.76	18.39	18.76		
LPN	16.81	17.31	17.79	18.32	18.67	19.01	19.27	19.73
Reimbursement Spec.	17.97	18.47	18.95	19.47	19.82	20.16	20.42	20.89
	<u>Start</u>	<u>6 Mo.</u>	<u>1 Yr.</u>	<u>2 Yr.</u>	<u>3 Yr.</u>	<u>4 Yr.</u>	<u>5 Yr.</u>	
Nursing Attendant	9.97	10.68	11.27	11.78	12.26	12.76	13.87	
<b>Activity Aide I (with CNA license)</b>	9.97	10.68	11.27	11.78	12.26	12.76	13.87	

Note: The above wages reflect a 1.75% increase except for LPN which increased an additional Dollar after the general increase

WAGE CLASSIFICATION SCHEDULE

LOCAL 1392

Effective January 1, 2005 through September 30, 2005

APPENDIX "C"

<u>Title</u>	<u>Start</u>	<u>1 Yr.</u>	<u>2 Yr.</u>	<u>3 Yr.</u>	<u>4 Yr.</u>	<u>5 Yr.</u>	<u>6 Yr.</u>	<u>7 Yr.</u>
Receptionist	10.17	11.50	12.02	12.51	13.02	14.15		
DSH I	9.30	10.93	11.44	11.95	12.47	13.57		
Cook II	9.70	11.74	12.23	12.76	13.25	14.42		
BMH & Housekeeper	9.57	11.50	12.02	12.51	13.02	14.15		
Support Service Worker	9.57	11.50	12.02	12.51	13.02	14.15		
Maintenance Worker	14.99	15.96	16.37	16.94	17.54	17.96		
Activity Aide I	9.47	11.34	11.82	12.35	12.86	13.97		
Activity Aide II	11.06	13.02	13.55	14.07	14.55	15.78		
Lead Maintenance Worker	16.20	17.16	17.54	18.12	18.76	19.14		
LPN	17.15	17.66	18.15	18.69	19.04	19.39	19.66	20.12
Reimbursement Spec.	18.33	18.84	19.33	19.86	20.22	20.56	20.83	21.31
	<u>Start</u>	<u>6 Mo.</u>	<u>1 Yr.</u>	<u>2 Yr.</u>	<u>3 Yr.</u>	<u>4 Yr.</u>	<u>5 Yr.</u>	
Nursing Attendant	10.17	10.89	11.50	12.02	12.51	13.02	14.15	
<b>Activity Aide I (with CNA license)</b>	10.17	10.89	11.50	12.02	12.51	13.02	14.15	

Note: The above wages reflect a 2% increase

WAGE CLASSIFICATION SCHEDULE  
 LOCAL 1392  
 Effective October 1, 2005 through December 31, 2005

APPENDIX "D"

<u>Title</u>	<u>Start</u>	<u>1 Yr.</u>	<u>2 Yr.</u>	<u>3 Yr.</u>	<u>4 Yr.</u>	<u>5 Yr.</u>	<u>6 Yr.</u>	<u>7 Yr.</u>
Receptionist	10.35	11.70	12.23	12.73	13.25	14.40		
DSH I	9.46	11.12	11.64	12.16	12.69	13.81		
Cook II	9.87	11.95	12.44	12.98	13.48	14.67		
BMH & Housekeeper	9.74	11.70	12.23	12.73	13.25	14.40		
Support Service Worker	9.74	11.70	12.23	12.73	13.25	14.40		
Maintenance Worker	15.25	16.24	16.66	17.24	17.85	18.27		
Activity Aide I	9.64	11.54	12.03	12.57	13.09	14.21		
Activity Aide II	11.25	13.25	13.79	14.32	14.80	16.06		
Lead Maintenance Worker	16.48	17.46	17.85	18.44	19.09	19.47		
LPN	17.45	17.97	18.47	19.02	19.37	19.73	20.00	20.47
Reimbursement Spec.	18.65	19.17	19.67	20.21	20.57	20.92	21.19	21.68
	<u>Start</u>	<u>6 Mo.</u>	<u>1 Yr.</u>	<u>2 Yr.</u>	<u>3 Yr.</u>	<u>4 Yr.</u>	<u>5 Yr.</u>	
Nursing Attendant	10.35	11.08	11.70	12.23	12.73	13.25	14.40	
<b>Activity Aide I (with CNA license)</b>	10.35	11.08	11.70	12.23	12.73	13.25	14.40	

Note: The above wages reflect a 1.75% increase

SIDE LETTER AGREEMENT

BETWEEN

County of Kenosha, Wisconsin

and

Local 1392, AFSCME, AFL-CIO, Kenosha County Institutions Employees

This Letter Agreement made and entered into by and between the County of Kenosha, Wisconsin, hereinafter referred to as the "County", and its Local AFSCME Unit, Local 1392 Kenosha County Institutions Employees, AFL-CIO, hereinafter referred to as the "Union", is as follows:

Section 25.3 will "sunset" on December 31, 2005 and will not be subject to the status quo doctrine.

Dated at Kenosha, Wisconsin this \_\_\_\_ day of \_\_\_\_\_, 2004.

FOR THE COUNTY

FOR THE UNION

\_\_\_\_\_  
County Executive

\_\_\_\_\_  
President

\_\_\_\_\_  
County Personnel Director

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Corporation Counsel

\_\_\_\_\_  
District Representative

SIDE LETTER AGREEMENT

BETWEEN

County of Kenosha, Wisconsin

and

Local 1392, AFSCME, AFL-CIO, Kenosha County Institutions Employees

This Letter Agreement made and entered into by and between the County of Kenosha, Wisconsin, hereinafter referred to as the "County", and its Local AFSCME Unit, Local 1392 Kenosha County Institutions Employees, AFL-CIO, hereinafter referred to as the "Union", is as follows:

In the event the County changes the dress code and requires a specific uniform, the County will provide for such uniform.

Dated at Kenosha, Wisconsin this 12th day of December, 2001.

FOR THE COUNTY

FOR THE UNION

\_\_\_\_\_  
County Executive

\_\_\_\_\_  
President

\_\_\_\_\_  
County Personnel Director

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Corporation Counsel

\_\_\_\_\_  
District Representative

SIDE LETTER AGREEMENT

BETWEEN

County of Kenosha, Wisconsin

and

Local 1392, AFSCME, AFL-CIO, Kenosha County Institutions Employees

This Letter Agreement made and entered into by and between the County of Kenosha, Wisconsin, hereinafter referred to as the "County", and its Local AFSCME Unit, Local 1392 Kenosha County Institutions Employees, AFL-CIO, hereinafter referred to as the "Union", is as follows:

During the term of this contract, employees will be given additional vacation than that called for in the contract as follows:

2004 - Two (2) extra emergency vacation days

2005 - Two (2) extra emergency vacation days

This Side Letter Agreement will sunset on December 31, 2005.

Dated at Kenosha, Wisconsin this \_\_\_\_ day of \_\_\_\_\_, 2004.

FOR THE COUNTY

FOR THE UNION

\_\_\_\_\_  
County Executive

\_\_\_\_\_  
President

\_\_\_\_\_  
County Personnel Director

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Corporation Counsel

\_\_\_\_\_  
District Representative

SIDE LETTER AGREEMENT

BETWEEN

County of Kenosha, Wisconsin

and

Local 1392, AFSCME, AFL-CIO, Kenosha County Institutions Employees

This Letter Agreement made and entered into by and between the County of Kenosha, Wisconsin, hereinafter referred to as the "County", and its Local AFSCME Unit, Local 1392 Kenosha County Institutions Employees, AFL-CIO, hereinafter referred to as the "Union", is as follows:

So long as the County reserves the right to assign to Local 1392 personnel work on Brookside West equipment and building interior, the County shall pay each Local 1392 bargaining unit Maintenance Worker and Lead Maintenance Worker an additional \$10 per pay period. This shall be effective prospectively following mutual ratification of the new agreement.

Dated at Kenosha, Wisconsin this 12th day of December, 2001.

FOR THE COUNTY

FOR THE UNION

\_\_\_\_\_  
County Executive

\_\_\_\_\_  
President

\_\_\_\_\_  
County Personnel Director

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Corporation Counsel

\_\_\_\_\_  
District Representative



SIDE LETTER AGREEMENT

BETWEEN

County of Kenosha, Wisconsin

and

Local 1392, AFSCME, AFL-CIO, Kenosha County Institutions Employees

This Letter Agreement made and entered into by and between the County of Kenosha, Wisconsin, hereinafter referred to as the "County", and its Local AFSCME Unit, Local 1392 Kenosha County Institutions Employees, AFL-CIO, hereinafter referred to as the "Union", is as follows:

During the term of these agreements (2004-2005 and 2006), Local 1392 agrees that it will participate in further negotiations to determine if current maintenance positions desire to be covered by Local 168 or in the alternative, work assignments for the two unions.

Such decision(s) by current Local 1392 maintenance positions as to whether or not to transfer to Local 168 shall be made, on an individual, irrevocable basis by each current Local 1392 maintenance worker once negotiations referenced in paragraph one above have concluded.

Current Local 1392 maintenance positions that may not agree to transfer membership to Local 168 subject to paragraphs one and two above shall not be subject to layoff when employees other than Local 1392 members perform the work traditionally performed by Local 1392 maintenance positions.

Vacant maintenance positions in Local 1392 will be posted as Local 168 positions.

Dated at Kenosha, Wisconsin this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

FOR THE COUNTY

FOR THE UNION

\_\_\_\_\_  
County Executive

\_\_\_\_\_  
President

\_\_\_\_\_  
County Personnel Director

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Corporation Counsel

\_\_\_\_\_  
District Representative