

2008-2010 AGREEMENT

between

COUNTY OF KENOSHA, WISCONSIN

and

KENOSHA COUNTY EMPLOYEES, LOCAL 1090,
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO

KENOSHA COUNTY PARK COMMISSION

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2008-2010 AGREEMENT

This Agreement has been entered into between Kenosha, Wisconsin, hereinafter called the County, and the Kenosha County Employees Local 1090, A.F. of S.C. & M.E. AFL-CIO, of Kenosha, Wisconsin, hereinafter called the Union.

ARTICLE I - RECOGNITION

Section 1.1. Bargaining Unit. The County hereby recognizes the Union as the exclusive bargaining agent for all full-time employees of the County Parks, except the yearly salaried Park Director, Assistant Park Director, Administrative Assistant, and Supervisor II Employees for the purpose of bargaining collectively on all matters pertaining to wages, hours and 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. The County will not contract out for work or services where such contracting out will result in the layoff of employees or the reduction of regular hours worked by bargaining unit employees.

Section 1.3. Other Employee Groups. The County shall not initiate, create, dominate, aid or support any employees' group other than Local 1090 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 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 1090 as the uniform dues required of all Union members, from the pay of each employee in the bargaining unit. With respect to newly hired employees, such deduction will commence on the month following the completion of the ninety (90) day probationary period.

The aggregate amount so deducted, along with an itemized list of the employees from whom such deductions were made, shall be forwarded to the Treasurer of Local 1090 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 1090 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 said County by such persons or committee as said Union shall designate. However, attendance is limited to two union representatives.

ARTICLE III - GRIEVANCE PROCEDURE

Section 3.1. 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.

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

Step 3. In the event the grievance is not satisfactorily adjusted in Step 2, the Union may appeal the grievance to Step 3 by notifying within ten (10) days of the completion of Step 2, the County in writing. This appeal shall state the name of the aggrieved, the date

of the grievance, the subject and the relief requested. The County shall give its 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 notice of appeal to arbitration, the Union or the employer may request two (2) panels of seven (7) arbitrators from the WERC. The arbitrator shall be selected from the panel by each party alternately striking a name from the panel until only one name remains, the party desiring arbitration striking the first name. Expenses of the arbitrator shall be shared equally by the parties.

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

Section 3.2. Time Limits - Appeal and Settlement. The parties agree to follow each of the foregoing steps in processing the grievance and if, in any step, 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. When any employee is being disciplined or discharged, there shall be a Union representative present and a copy of the reprimand sent to the Union.

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

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

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

ARTICLE IV - BULLETIN BOARDS

Section 4.1. Bulletin Boards shall 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) working days after it has been approved by the parties hereto.

ARTICLE V - HOURS

Section 5.1. Daily - Weekly. The normal workday shall not be more than eight (8) hours and the normal workweek shall not be more than five (5) days totaling forty (40) hours. Except for irrigation technicians, the normal workweek shall run from Monday through Friday and shift starting times will be scheduled between 4:00 a.m. and 7:00 a.m. Any change in job schedule shall be posted on the bulletin board seven (7) calendar days in advance, except for irrigation technicians and employees assigned to ice rink work.

Section 5.2. Emergency Closing of Parks Department.

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

ARTICLE VI - SENIORITY

Section 6.1. Probationary Period. The probationary period shall be a minimum of ninety (90) days for new employees and thirty (30) days for employees moving into a new job classification. During the ninety (90) day probationary period, employees shall not be entitled to any benefits under this Agreement except for the appropriate wage rate to be paid for work actually performed. If the Park Director feels that the probationary period should be extended, he shall discuss with the employee involved the reason for the extension on or prior to the expiration of the initial probationary period. If more than one thirty (30) day extension is necessary, the Park Director shall discuss the reason for additional extensions for each succeeding thirty (30) day period. If the employee feels that his work has been satisfactory and he is being treated unfairly in having his probationary period extended, he shall have the right to follow the grievance procedure as set forth in Article III. Such additional extensions shall not exceed one (1) year. Upon satisfactory completion of the probationary period, the employee's seniority shall date from the first day of hiring.

Section 6.2. Seniority - Personnel Actions. The County believes that it is desirable to recognize seniority in the placement or layoff of its employees. Therefore, the County shall give consideration to the highest seniority employees when new or vacated jobs are available, provided the employee is qualified to do the job.

Section 6.3. 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 twelve (12) months;
- (e) if he fails to return to work on the first workday following the expiration date of a leave of absence; and
- (f) if he retires on a voluntary or compulsory basis.

Section 6.4. 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 6.5. Retention 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 job retention, seniority in the Local shall apply.

Section 6.6. Superseniority. For the purpose of layoff only, the officers of the Local shall head the seniority list, provided they are qualified to perform the work.

Section 6.7. Layoff and Bumping. In the event it becomes necessary to reduce the number of employees in the division, the probationary employees shall be the first to be laid off and then the employee with the least seniority. If a position is eliminated, the employee(s) affected by such action shall have the right to displace the least senior employee within his classification. If this is not possible, the affected employee shall displace the least senior employee, regardless of pay rate, provided he has enough seniority to do so, and further provided that the employee is able to demonstrate his ability to perform the work within a sixty (60) day probationary period. Such probationary period may be extended by mutual agreement in writing between the parties.

ARTICLE VII - JOB POSTING

Section 7.1. Procedure. All vacancies or new positions shall be posted on the bulletin board for a period of seven (7) calendar days stating the location of the job, qualifications and general description of duties. To determine an employee's qualifications for any position other than the maintenance classification, he shall be required to pass a written examination. Each employee can take one vacated job per calendar year.

All vacancies or new positions in the maintenance classification shall be posted on the bulletin board for a period of seven (7) calendar days stating the location of the job, qualifications and general description of duties. It shall be given to the applicant with the most seniority.

Section 7.2. Notice to Successful Bidder. The successful applicant on any job posting shall be notified within seven (7) calendar days after the decision is made. The name of the successful applicant shall also be posted.

Section 7.3. Union Notification. Whenever a posted position has been filled by hiring from the outside, the Union shall be notified.

ARTICLE VIII - WAGES

Section 8.1. Wages. A "Job Classification and Rate Schedule" for January 1, 2008 through December 31, 2010 is 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 of the Wisconsin Retirement Fund. This contribution is in addition to the County's normal contribution.

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 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. Upon placement on schedule, they shall advance on each anniversary date from the time of transfer until the maximum is reached.

Section 8.6. Transfer - Higher Rated Job. An employee temporarily doing a higher rated job for one (1) week or more shall receive a one (1) step increase in pay retroactive to the start of the job assignment. At the conclusion of such assignment, he shall go back to his previous job and rate of pay.

ARTICLE IX - OVERTIME

Section 9.1. Call-In Pay. Any employee called to work in case of an emergency shall be guaranteed two (2) hours' work at the rate of time and one-half (1-1/2).

Section 9.2. Work on Holiday. When it is necessary to work on Thanksgiving Day; Christmas Day; New Year's Day; Memorial Day; Independence Day; Labor Day; day after Thanksgiving; Christmas Eve; New Year's Eve; and Good Friday; double time shall be paid for the hours worked in addition to their holiday day.

Section 9.3. Overtime Rate - Daily and Weekly. Employees shall be paid at the rate of time and one-half (1-1/2) hours of their straight time rate of all hours worked in excess of eight (8) hours in any one (1) workday or forty (40) hours in any one (1) workweek.

Section 9.4. Overtime Rate - Seventh Day Worked. Employees shall be paid at double their straight time rate for all hours worked on their seventh (7th) consecutive date of work in any workweek.

Section 9.5. Overtime Distribution. Overtime shall be distributed as equitably as practicable amongst employees doing Park maintenance work in the park in which he is regularly assigned. Unequalized overtime shall only be corrected by future assignments of available overtime. Overtime records shall be maintained by the County and shall be available to the Union for inspection.

ARTICLE X - VACATIONS

Section 10.1. Entitlement. All full-time employees who shall have six (6) months of continuous service by June 1 shall receive one (1) week of vacation with pay at the regular rate for forty (40) hours of work; all employees having had one (1) year or more of service by June 1 shall receive two (2) weeks of vacation with pay at the rate of eighty (80) hours of work. All employees with seven (7) years or more of service shall receive three (3) weeks of vacation with pay at the regular rate of one hundred twenty (120) hours of work provided, however, any employee reaching his seventh (7th) anniversary date during any calendar year shall be entitled to three (3) weeks of vacation during such calendar year. All employees who have completed fifteen (15) years of continuous service with Kenosha County shall be eligible to four (4) weeks of vacation with pay at the regular rate of one hundred sixty (160) hours of work and shall be so entitled in the year in which they accumulate such continuous service. All employees who have completed twenty-five (25) years of continuous service with Kenosha County shall be eligible for 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 services 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 6.4.

Section 10.3. Vacation Year. The vacation period during which employees commence their vacation shall begin on June 1 except as provided for in Section 10.4. below.

Section 10.4. 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 10.5. Service in Armed Forces. For the purpose of computing seniority and vacation credit, any employee who enters the Armed Forces of the United States shall have the period spent in the Armed Forces considered as time worked. Such employees, however, shall not be entitled to a paid vacation for the time spent in such military service.

Section 10.6. Forms - Vacation Preference. Proper forms shall be furnished by the County on which employees shall indicate his vacation preference. The granting of vacation to employees shall be dependent upon not only seniority among Union members but existing work conditions with the approval of the Park Director.

Section 10.7. Emergency Leave. Up to five (5) days' emergency leave may be granted to each employee, provided the employee notifies the department head before taking the time off. Such leave shall be charged against the vacation time.

Section 10.8. Split Vacation Days. The Park Director may permit employees to take up to five (5) days of split vacation. Employees shall give one (1) week's notice before taking any split days, except in cases of emergency.

Section 10.9. Carry Over of Unused Vacation. An employee who has more than two weeks vacation must use at least two weeks of that vacation during the vacation year. As of 1/1 of the following year, up to one week may be carried over into the following year at the discretion of the employee.

ARTICLE 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, Thanksgiving Day, the day after Thanksgiving, 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. Work on Holidays. On the paid holidays, all necessary work shall be performed and hours kept at a minimum.

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

Section 11.5. Holiday During Vacation. If the holiday comes during the employee's vacation, he shall be granted an additional day off with pay at the beginning or the end of his vacation period or by mutual agreement at some other time.

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, first day of hospitalization, first day of surgery done on an out-patient basis, 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. Casual Days. Except as otherwise provided below, every employee, in addition to the above coverage, will be entitled to five (5) casual days off, if employed on January 1, of any calendar year which may be used for any purpose.

Employees hired after January 1 of any calendar year will earn casual days in accordance with the following schedule during the first calendar year in which they are employed.

During the first ninety (90) days of service in the calendar year hired - None

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

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

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

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

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

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

- (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-half (1/2) hour before his scheduled starting time. The employee shall state the reason for his absence

and the expected leave of absence. Any days taken under this section shall be charged to an employee's remaining casual days.

- (d) Any casual days not used during a year will be paid to the employee on or before March 1st following the end of the calendar year, however, an employee who voluntarily terminates during a calendar year will not be paid for unused casual days.
- (e) Casual days may be used in full day or not less than half (1/2) day increments for personal business, doctor or dental appointments, except that, at the employee's option, casual time may be taken in hourly increments at the end of a shift 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 12.4. 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 12.5. 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 12.6. Accrual of Seniority. Seniority shall continue to accrue during the leave of absence for illness and disability due to accident and also thirty (30) days' leave of absence for personal reasons.

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, step-parent 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, grandchild, or stepchild (a step-child is one living with or who was raised by the stepparent), 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 of the deceased.

ARTICLE XVI - WORKER'S COMPENSATION

Section 16.1. Employees are entitled to Worker's Compensation coverage. An employee who is absent due to injury or illness caused during the course of his duties shall receive his regular wages during his absence; except that if an employee is absent due to back and/or neck injuries caused during the course of his duties, he shall receive his regular wage for a period of six (6) months only, and thereafter, the employee shall receive compensation in accordance with the Wisconsin Worker's Compensation Act. If the

occupational injury or illness is of the duration in which Worker's Compensation is paid to the employee, the employee shall receive a voucher check for the mandated amount of Worker's Compensation and a payroll check for the difference between Worker's Compensation and regular wages; however, the total Wisconsin Retirement Fund contribution shall be made on the basis of the employee's total compensation.

ARTICLE XVII - OTHER LEAVE

Section 17.1. Personal. Applications for leave of absence for personal reasons shall be made in writing to the Department Head with a copy to the Union. All employees must have one (1) year of service before any personal leave will be granted. A leave 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 leaves of absence without pay for fourteen (14) calendar days or less without further authority of the County. 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. 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 17.3. 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 17.4. 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 17.5. Union Notification. The Union shall be notified in writing by the department head in the department involved at the time each leave of absence is

recommended, denied or authorized, indicating the duration of the authorization and at the time of subsequent renewals. Seniority shall continue to accrue during an authorized leave of absence.

Section 17.6. 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. Hospital-Surgical. For the duration of this Agreement, the County shall provide a comprehensive hospital-surgical-major medical coverage policy and a \$25 deductible dental plan. The County will continue to provide a Dental Maintenance Organization (currently Dental Associates) with a \$2,500 annual cap, a \$20 co-pay and a 50% split on orthodontia. Active employees will have the option of choosing one of two Network options, In-Network or Out-of-Network. Said option must be executed during the open enrollment period which will last for one month, from October 1 through October 31 of the current year.

In Network	Out-of-Network
<p>A. All physician visits and all diagnostic lab, x-ray, CT scan, MRI, etc., subject to the following co-pay with a cap of 40 visits for single/ 60 visits for a family of two/ and 80 visits for a family of three or more: 2008 - \$30.00 2009 - \$31.00 2010 - \$32.00</p> <p>B. All in-patient and out-patient and ER visits subject to the following: In-Pat. \$100 Out-Pat. \$100 ER \$100</p> <p>Any admission or referral to a physician to schedule either In- or Out-Patient surgery within five days of an ER visit will not be subject to the In- or Out-Patient \$100 deductible.</p> <p><u>Rx – Co-Pays</u> Generic - \$10.00* Formulary Brand - \$22.00** Non-formulary Brand - \$44.00**</p> <p>* includes 90 day supply ** two co-pays for 90 day supply</p> <p>DENTAL</p> <ul style="list-style-type: none"> • Annual cap = \$2,500 • No deductible • Co-pay = \$20/visit • Orthodontia coverage = 50% split • Routine cleaning & xrays = free twice a year 	<p>A. All claims subject to a \$600 deductible to a maximum of three (3) per family.</p> <p>B. After the deductible is satisfied, co-insurance of 75%/25% on the next \$7,000 (\$1,750) single and \$13,000 (\$3,250) family.</p> <p>C. All in-patient and out-patient and ER visits subject to the deductible and the 75%/25% split in “B” above.</p> <p><u>Rx – Co-Pays</u> Generic - \$10.00* Formulary Brand - \$22.00** Non-formulary Brand - \$44.00**</p> <p>* includes 90 day supply ** two co-pays for 90 day supply</p> <p>DENTAL</p> <ul style="list-style-type: none"> • Annual cap = \$1,250 • \$25 deductible per person • Preventive & basic services = 80%/20% split on usual & customary charges • Major & prosthodontic services = 50% split • Orthodontia coverage = \$1,000 lifetime

- (a) For employees enrolled for coverage for the employee only---the full premium cost of the coverage.
- (b) For employees enrolled for coverage for the employee and his/her dependents---the full premium cost of the coverage.

- (c) During the life of this Agreement, the County agrees to maintain hospital-surgical-major medical and dental coverage at levels equivalent to coverages presently in effect, and to improve such coverage where possible.
- (d) An employee who becomes totally disabled due to work connected injury or illness shall continue to receive coverage paid by the County during such period of total disability until such employee becomes eligible for coverage under any present or future federal hospital-surgical-major medical insurance plan; and
- (e) An employee who is out due to illness shall continue to receive coverage paid by the County for six (6) months after such employee exhausts his Pay Maintenance Plan benefits. Such employee can continue coverage for an additional six (6) month period by paying, in advance, to the Personnel Department the monthly premium as set by the County for his coverage.
- (f) PLAN ONE. (Standard Plan - Current Retirees Only) This health insurance plan shall incorporate a major medical deductible of 100/300, 80% (County)-20% (employee) on next \$10,000, including outpatient diagnostic and x-ray, supplemental hospital and emergency medical benefits.
- (g) PLAN TWO. (Pyramid Plan - Current Retirees Only) This health insurance plan shall incorporate an overall policy deductible of \$100.00/single, \$300.00/family with an 80%/20% split on the next \$3,000, (80% County/20% Employee). The former deductible of \$100.00/\$300.00 with an 80%/20% split on the next \$10,000.00 (major medical) has been eliminated.
- (h) PLAN THREE. (Flex Plan - Current Retirees Only) This health insurance plan shall incorporate an overall policy deductible of \$200.00/single, \$600.00/family with an 80%/20% split on the next \$5,000, (80% County/20% Employee) and a drug plan of \$0/\$6. This plan requires precertification for in-patient elective surgery, out-patient elective surgery, non-emergency use of emergency room, and emergency hospital confinement with a penalty of \$100.00 for failing to obtain precertification. **NOTE: Retirees are not eligible for flexible spending accounts.**
- (i) Active employees shall no longer be eligible for the Standard, Pyramid or Flex Plan.
- (j) Current retirees on the Standard Plan may remain on the Standard Plan but can switch to the Pyramid, Flex or In/Out Network Plans at open enrollment. Retirees who change plans may not switch back. Retirees currently on the Pyramid plan may switch to the Flex or In/Out Network plan at open enrollment, but may not switch back. Retirees currently on the Flex Plan may switch to the In/Out Network plan, but may not switch back. New

retirees are only eligible to enroll in the In/Out Network plan until amended by Section 18.4. Retiree benefits shall include an out-of-network option.

- (k) Open enrollment opportunity to be offered annually to active employees and to retirees.
- (l) If employee is covered in the county's traditional dental plan, increase orthodontia from \$800 to \$1,000.
- (m) The County will make available to active members any improved plan that is voluntarily agreed to by the County with any other county union.
- (n) All employees who choose to be in one (1) of the current two (2) Network options shall receive a county contribution to their Flex accounts of \$400.00 single or \$800.00 family. Network to be determined from time to time by the County. All employees participating in the network options after July 1 of a given year will receive 50% of the flex account that year. Ninety day prescriptions are treated as one co-pay for generics and two co-pays for preferred and non-preferred brands but only if the health provider's prescription specifies 90 days and only if the drug is identified as a maintenance drug by the Plan Administrator.
- (o) Employees enrolled with an out-of-network provider will receive \$200 annually for a physical, or a physician-ordered stop smoking, weight loss or exercise program. Employees enrolled with an in-network provider will receive \$200 annually for a physician-ordered stop smoking, weight loss, or exercise program.

Section 18.4. 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-seven (57), 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.

Employees who retire on or after 12/31/10 shall receive the same health insurance benefits and remain in the same risk pool as active employees.

Section 18.5. Meetings with Insurance and Personnel Committees. Representatives of the Union shall be permitted to meet with the Insurance and Personnel Committees of the County Board annually to discuss the insurance program and the costs of such insurance program.

Section 18.6. Life Insurance. The Wisconsin Group Life Insurance plan shall be continued. The County will pay the full premium required by the Plan.

ARTICLE XIX - GENERAL PROVISIONS

Section 19.1. Safety Devices. The County shall furnish proper safety devices prescribed by the County Safety Engineer, and clothing cover for creosote work and spray painting. Employees shall be required to use such safety devices.

Section 19.2. 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 19.3. Weather Conditions. Parks Department employees, in the event of adverse weather conditions, will be notified by their Park Superintendent no later than 6:30 a.m. if they are to report to work to other than their regular reporting place.

Section 19.4. Clothing and Shoe Reimbursement. The County will provide reimbursement at the rate of \$250 per year. Receipt(s) will be required.

Section 19.5. Coffee Breaks. There shall be a fifteen (15) minute break in the first half of the regular work shift. The coffee break period will be between 9:30 a.m. and 9:45 a.m. Any deviation from this time period necessitated by work assignment must be approved by the employee's supervisor. The coffee break may be taken in any location,

provided that the employee is within one-half (1/2) mile of said location at the time the coffee break period begins. Travel to and from the work site to the location of the break by employees must be within the fifteen minute break period.

Section 19.6. Commercial Driver's License. The County will pay the full cost of the CDL or endorsements. In the event an employee whose job requires a CDL and endorsements loses said CDL and endorsements for any reason, the Executive Board of the Union shall meet with management in an attempt to work out an equitable solution. If an equitable solution cannot be worked out, the affected employee shall be placed on an unpaid leave of absence for up to three years. During such three year period, the affected employee shall maintain his/her seniority rights and shall be afforded the right to post for any unfilled position provided he/she has regained said CDL and endorsements or is posting for a position covered by this Agreement which does not require said CDL and endorsements. For purposes of this section only, the affected employee shall not accrue additional seniority during such unpaid leave of absence. Furthermore, in the event an employee is terminated for any reason and such termination is sustained via the grievance and arbitration provisions of the Agreement, said employee shall not be covered by this section. An employee may make use of this provision only once during his/her employment with the County.

Section 19.7. Reserved for future use.

Section 19.8. Use of Automobile. All employees required to use their private automobile for County business shall receive the same rate as established for the county board for each mile traveled in the course of duty.

ARTICLE XX - MAINTENANCE OF BENEFITS

Section 20.1. Benefits. Any benefits received by the employee, but not referred to in this document shall remain in effect for the life of this Agreement.

Section 20.2. Retained Management Rights. Any management rights and practices presently in effect but not referred to in this Agreement shall remain in effect for the life of this Agreement.

ARTICLE XXI - SAVINGS CLAUSE

Section 21.1. In the event any clause or portion of the Agreement shall be invalidated, the remainder of the Agreement shall remain in full force and effect. Negotiations shall be immediately instituted to adjust such invalidated clause or portion of the Agreement.

ARTICLE XXII - WAIVER AND ENTIRE AGREEMENT

Section 22.1. The County and Union for the life of this Agreement, each voluntarily and unqualifiedly 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 of any breach of this Agreement by either party shall not constitute waiver of any further breach of this Agreement.

ARTICLE XXIII - NO STRIKE CLAUSE

Section 23.1. 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 employer agrees it will not prevent employees from carrying out their duties by conducting a lockout.

ARTICLE XXIV - DURATION

Section 24.1. Term. This Agreement shall become effective January 1, 2008, and shall remain in effect through December 31, 2010, and shall be automatically renewed for periods of one (1) year thereafter unless either party shall serve upon the other a written notice of its desire to modify or to terminate this Agreement. Such notice is to be served no later than the date of the July meeting of the County.

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

Witness our hands and seals this _____ day of _____, 2008 in the City of Kenosha, County of Kenosha, State of Wisconsin.

KENOSHA COUNTY

KENOSHA COUNTY EMPLOYEES,
AFL-CIO, LOCAL 1090

County Executive

President

Director, Personnel

Secretary

Corporation Counsel

Union Representative

APPENDIX "A"

WAGE CLASSIFICATION SCHEDULE

January 1, 2008 through December 31, 2008

<u>CLASSIFICATION</u>	<u>Start</u>	<u>12 Mo.</u>	<u>24 Mo.</u>	<u>36 Mo.</u>	<u>48 Mo.</u>	<u>60 Mo.</u>	<u>72 Mo.</u>	<u>84 Mo.</u>
Park Maintenance	16.83	17.87	18.91	19.94	21.00	21.85	22.62	23.30
Irrigation Technician	16.83	17.87	18.91	19.94	21.00	21.85	22.62	23.30
Group Leader	17.28	18.38	19.45	20.52	21.62	22.50	23.28	23.99
Greenskeeper	17.85	18.94	20.07	21.20	22.31	23.22	24.03	24.75
Bookkeeper	15.62	16.58	17.57	18.52	19.49	20.27	20.99	21.62

The Irrigation Technician is paid a fifteen cents (15¢) per hour night time differential for thirteen consecutive payrolls commencing about April 15.

The above wages reflect a 2.5% wage increase

APPENDIX "B"

WAGE CLASSIFICATION SCHEDULE

January 1, 2009 through June 30, 2009

<u>CLASSIFICATION</u>	<u>Start</u>	<u>12 Mo.</u>	<u>24 Mo.</u>	<u>36 Mo.</u>	<u>48 Mo.</u>	<u>60 Mo.</u>	<u>72 Mo.</u>	<u>84 Mo.</u>
Park Maintenance	17.17	18.23	19.29	20.34	21.42	22.29	23.07	23.77
Irrigation Technician	17.17	18.23	19.29	20.34	21.42	22.29	23.07	23.77
Group Leader	17.63	18.75	19.84	20.93	22.05	22.95	23.75	24.47
Greenskeeper	18.21	19.32	20.47	21.62	22.76	23.68	24.51	25.25
Bookkeeper	15.93	16.91	17.92	18.89	19.88	20.68	21.41	22.05

The Irrigation Technician is paid a fifteen cents (15¢) per hour night time differential for thirteen consecutive payrolls commencing about April 15.

The above wages reflect a 2% wage increase

July 1, 2009 through December 31, 2009

<u>CLASSIFICATION</u>	<u>Start</u>	<u>12 Mo.</u>	<u>24 Mo.</u>	<u>36 Mo.</u>	<u>48 Mo.</u>	<u>60 Mo.</u>	<u>72 Mo.</u>	<u>84 Mo.</u>
Park Maintenance	17.34	18.41	19.48	20.54	21.63	22.51	23.30	24.01
Irrigation Technician	17.34	18.41	19.48	20.54	21.63	22.51	23.30	24.01
Group Leader	17.81	18.94	20.04	21.14	22.27	23.18	23.99	24.71
Greenskeeper	18.39	19.51	20.67	21.84	22.99	23.92	24.76	25.50
Bookkeeper	16.09	17.08	18.10	19.08	20.08	20.89	21.62	22.27

The Irrigation Technician is paid a fifteen cents (15¢) per hour night time differential for thirteen consecutive payrolls commencing about April 15.

The above wages reflect a 1% wage increase

APPENDIX "C"

WAGE CLASSIFICATION SCHEDULE

January 1, 2010 through December 31, 2010

<u>CLASSIFICATION</u>	<u>Start</u>	<u>12 Mo.</u>	<u>24 Mo.</u>	<u>36 Mo.</u>	<u>48 Mo.</u>	<u>60 Mo.</u>	<u>72 Mo.</u>	<u>84 Mo.</u>
Park Maintenance	17.77	18.87	19.97	21.05	22.17	23.07	23.88	24.61
Irrigation Technician	17.77	18.87	19.97	21.05	22.17	23.07	23.88	24.61
Group Leader	18.26	19.41	20.54	21.67	22.83	23.76	24.59	25.33
Greenskeeper	18.85	20.00	21.19	22.39	23.56	24.52	25.38	26.14
Bookkeeper	16.49	17.51	18.55	19.56	20.58	21.41	22.16	22.83

The Irrigation Technician is paid a fifteen cents (15¢) per hour night time differential for thirteen consecutive payrolls commencing about April 15.

The above wages reflect a 2.5% wage increase

SIDE LETTER AGREEMENT

BETWEEN

County of Kenosha, Wisconsin

and

Local 1090, AFSCME, AFL-CIO

This Letter Agreement made and entered into by and between the County of Kenosha, Wisconsin, hereinafter referred to as the "County", and its Local AFSCME unit, Local 1090, AFL-CIO, hereinafter referred to as the "Union", is as follows:

All employees in this bargaining unit will receive extra vacation days above and beyond that called for in the contract as follows:

2008 – 3 extra vacation days

2009 – 3 extra vacation days

2010 – 3 extra vacation days

This side letter will sunset on December 31, 2010.

Witness our hands and seals this ____ day of _____, 2008, in the City of Kenosha, County of Kenosha, State of Wisconsin.

KENOSHA COUNTY

KENOSHA COUNTY EMPLOYEES
AFSCME, AFL-CIO, LOCAL 1090

County Executive

President

Personnel Director

Secretary

Corporation Counsel

Union Representative

SIDE LETTER AGREEMENT

BETWEEN

County of Kenosha, Wisconsin

and

Local 1090 and Local 70, AFSCME, AFL-CIO

The following shall constitute an agreement between the parties from the date of signing through December 31, 2010.

1. The parties agree that during the months of March through October members of Local 70 will perform work in the Kenosha County Parks as assigned by mutual agreement and availability by the Directors of Highways and Parks/Golf, so long as no member of Local 1090 is on layoff at the time. The work will be assigned to only Group III employees on a voluntary basis. In the event of no volunteers, it's on a basis of low seniority within Group III only identified in the collective bargaining agreement between Kenosha County and Local 70. Local 70 employees performing working in Kenosha County Parks will receive the negotiated wages for their classification in the Local 70 contract. The members of Local 1090 will receive the Group III step based upon years of experience with Parks for all hours worked while Local 70 members are performing Parks work.
2. The parties agree that members of Local 1090 will be added to the seniority list for snow plowing. Local 1090 employees will be placed by 1090 seniority at the bottom of the Local 70 call in list for plowing. The need for Local 1090 participation in the event of a winter emergency will be at the discretion of the Director of the Division of Highways or his/her designee. Local 1090 employees who accept assignment during a winter emergency will receive the negotiated wage for Group III employees in the Local 70 contract. In addition any and all overtime language as written in the Local 70 contract shall apply. Local 70 contract language regarding equalization of overtime does not apply to Local 1090 employees who accept winter maintenance assignments. In addition, Local 1090 employees are not eligible to sign on the voluntary first call list as agreed to in the side letter agreement between Kenosha County and Local 70.
3. The parties agree to review this Side Letter Agreement on an annual basis to incorporate any mutually agreed to changes.
4. The County acknowledges its obligation to provide appropriate training

and appropriate vehicles for the snow plowing work.

Witness our hands and seals this ____ day of _____, 2008, in the City of Kenosha, County of Kenosha, State of Wisconsin.

KENOSHA COUNTY

KENOSHA COUNTY EMPLOYEES
AFSCME, AFL-CIO, LOCAL 1090

County Executive

President

Personnel Director

Secretary

Corporation Counsel

Union Representative