

2001-2002

AGREEMENT

BETWEEN

COUNTY OF KENOSHA, WISCONSIN

AND

KENOSHA COUNTY FEDERATION OF NURSES
AND HEALTH PROFESSIONALS

LOCAL 5061, AFT, AFL-CIO

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2001-2002 AGREEMENT

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

ARTICLE I - RECOGNITION

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

ARTICLE II - MANAGEMENT RIGHTS

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

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

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

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

ARTICLE III - FAIR SHARE AGREEMENT

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

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

The County shall deduct from the first paycheck of each month an amount certified by the Treasurer or designee of Local 5061 as the uniform dues required of all Union members, from the pay of each employee in the bargaining unit. With respect to newly hired employees, such deduction will commence on the first full pay period following the employee's date of hire.

The aggregate amount so deducted, along with an itemized list of the employees from whom such deductions were made, shall be forwarded to the Treasurer or designee of Local 5061 within ten (10) days of the date such deductions were made. Any changes in the amount to be deducted shall be certified to the Employer by the Treasurer of Local 5061 at least thirty (30) days prior to the effective date of such change.

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

ARTICLE IV - GRIEVANCE PROCEDURE

A. Definition.

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

B. Grievances shall be subject to the following procedure:

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

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

Step Three. Grievances unresolved at the preceding step may be submitted to arbitration. The party seeking arbitration shall notify the other party within ten (10) working days of receipt of the answer in Step Two of its intent to arbitrate and request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service. The arbitrator shall be selected from the panel by each party alternately striking a name from the panel until only one (1) name remains, the party desiring arbitration striking the first name. The decision of the arbitrator shall be final and binding. The

arbitrator shall have no authority to add to, subtract from, or modify this Agreement. The costs of the arbitrator, shall be shared equally by the parties.

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

ARTICLE V - HOURS OF WORK AND OVERTIME

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

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

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

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

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

Overtime: All employees shall be compensated at the rate of one and one-half (1 1/2) times their base rate of pay for all work in excess of forty (40) hours per week or eight (8) hours per day. For purposes of overtime calculation, paid time off (e.g. vacation, sick leave days, casual days, jury duty leave, bereavement leave, and time compensated for holidays) shall be considered as time worked. The County shall make every reasonable effort to assign overtime on a voluntary basis. Where, however, overtime cannot be assigned on a voluntary basis, overtime will be assigned consistent with paragraph (b) of the Management Rights clause on a rotation basis starting with the least senior available bargaining unit employee in the classification needed. At the option of the bargaining unit, the method of assigning overtime may be changed once annually on or before January 1 of each year with the approval of management, (which approval will

not be unreasonably withheld) so as to provide for holdover of employees, early call-ins or designated times for employees to work overtime consistent with the needs of Brookside Care Center and state and federal codes so as to provide and insure all necessary twenty-four hour nursing services. It is agreed that the use of mandatory overtime will be limited to not more than two times per year per bargaining unit member and that mandatory overtime will not be required more than once per pay period per employee. It is also agreed that every effort will be made to seek volunteers for overtime prior to the county requiring mandatory overtime.

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

Alternate Work Weeks: By mutual agreement with the Union, the County may establish alternate work weeks on an experimental basis. Such alternate work weeks shall be pursuant to procedures and guidelines developed jointly with the Union.

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

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

Outside Shift Hours: Registered Nurses at Brookside who agree to work a shift other than their normally scheduled shift will receive a premium of one dollar (\$1.00) per hour in addition to his/her regular straight time hourly rate of pay. This differential is in addition to any other differentials that are applicable.

Emergency Closings of Courthouse, Social Services and Other Departments:

- a) Closing Prior to Start of Shift. In the event it becomes necessary to close the Courthouse, Social Services or any other department, due to an emergency situation beyond the control of management, the County Executive or his designee will make every reasonable effort to notify employees through the media at least one hour prior to the beginning of the shift of the

closing of County offices, in which case employees will not be paid for the duration of the closing.

- b) Closing After Start of Shift. In the event it becomes necessary to close the Courthouse, Social Services or other departments during the course of the normal business day, due to an emergency situation beyond the control of management, affected employees will be notified of the closing as soon as practically possible and employees affected by the closing shall be paid for the first half of their shift if they are sent home during the first half of their shift and shall be paid for the entire day if sent home at any time during the second half of their shift.

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

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

Compensatory time must be used within three (3) months of earning such compensatory time. Compensatory time off which has not been used within three (3) months of earning such compensatory time off shall be paid for as earned wages or salary on the first payroll following such three (3) month period.

Compensatory Time Off - Institutions. Employees may elect to take one-half (1/2) of their overtime worked as compensatory time instead of overtime pay, with the approval of their supervisor. Such approval shall not be unreasonably withheld.

ARTICLE VI - WORK SCHEDULES

At Brookside Care Center, the Employer will post a schedule of each employee's work assignment for a four (4) week period not less than two (2) weeks preceding the month for which the schedule applies. In the event this schedule is changed, the affected employee(s) will be notified as soon as possible.

ARTICLE VII - DISCIPLINE

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

ARTICLE VIII - PROBATIONARY PERIOD

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

ARTICLE IX - SENIORITY

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

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

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

The lowest social security number will have the highest seniority and the highest social security number will have the lowest seniority in ascending order.

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

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

Seniority shall be lost when the employee:

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

ARTICLE X - LAYOFF AND RECALL

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

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

ARTICLE XI - VACANCIES

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

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

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

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

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

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

Trial Period: The employee who accepts a promotion or transfers from one department to another shall have thirty (30) days to voluntarily return to their position with no loss in benefits or seniority and shall serve a five hundred twenty (520) hour time-worked trial period working in the position. When the employer determines an employee is not qualified within said period, he

shall be returned to his former job at his former rate of pay with no loss in other benefits.

ARTICLE XII - COMPENSATION

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

Employees on the second shift shall receive a thirty cents (30¢) per hour shift differential prospectively upon mutual ratification of the 2001-2002 Agreement. Employees on the third shift shall receive a sixty cents (60¢) per hour shift differential prospectively upon mutual ratification of the 2001-2002 Agreement. The differential shall be paid for all hours paid, including paid time off, to an employee assigned to the second or third shift (i.e., the differential is permanent).

Weekend Pay - increase premium for working extra Sunday shift to double time, effective prospectively after mutual ratification of the 2001-2002 Agreement.

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

ARTICLE XIII - VACATIONS

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

Entitlement: For employees with less than 6 months service prior to June 1st, these employees shall accrue 1 day of vacation for each 2 full months worked. Employees cannot take this vacation accrual time until they have completed six months of service. All full-time employees who shall have six (6) months continuous service by June 1st, shall receive one (1) week of vacation with pay at the regular rate for forty (40) hours of work; all employees having had one (1) year or more of service by June 1st, shall receive two (2) weeks of vacation with pay at the rate of eighty (80) hours of work. All employees with seven (7) years or more of service shall receive three (3) weeks of vacation with pay at the regular rate of one hundred twenty (120) hours of work, provided, however, any employee reaching his seventh (7th) anniversary date during the calendar year shall be entitled to three (3) weeks of vacation during such calendar year. All employees who have completed fifteen (15) years of continuous service with Kenosha County shall be eligible for 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.

Termination: Any employee who is entitled to a vacation at the time of terminating his service with the County shall be paid for his vacation at the time of severing his status, and if said employee has earned any pro rata credit for his subsequent vacation, such vacation credit shall be paid in a proportionate ratio. This section shall not apply if the employee fails to give the required two (2) week notice of termination. Said two week notice is clarified to be two weeks of work, not including remaining vacation and casual time.

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

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

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

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

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

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

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

Vacation Buy Out: Employees who have earned a minimum of 80 hours of vacation must take 80 hours of vacation. Employees who have earned a minimum of 120 hours must take 80 hours of vacation and may carry over 40 hours into the following year or cash out 40 hours. Employees who have earned a minimum of 160 hours must take 80 hours of vacation and may carry over into the following year 80 hours and cash out nothing or carry over 40 hours and cash out 40 hours.

ARTICLE XIV - HOLIDAYS

Number of Holidays: The paid holidays are as follows: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, December 24th, Christmas Day and December 31st. Kenosha County Division of Health nurses have the day after Thanksgiving in lieu of Veteran's Day as a holiday.

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

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

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

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

Holiday Weeks:

- a) Regular full-time employees shall receive two holiday weeks off at their regular rate of pay in lieu of holiday pay.
- b) These weeks shall be taken at any time. Usage shall be as follows at employee option:
 - 1. Two weeks off;
 - 2. Two weeks with pay;
 - 3. One week off and one week with pay.
- c) Holiday weeks shall be scheduled pursuant to Article XIII of this Agreement. Only one person may be off under this provision at one time.
- d) Regular part-time employees shall receive holiday weeks as above in accordance with Article XXV of this Agreement.
- e) Kenosha County shall deduct from the last paycheck of any employee who has used his/her holiday weeks and who terminates before the end of the year, an amount equal to the number of unobserved holidays during the course of the calendar year. This deduction is to insure that the employees receive only the proper amount of compensation for the prorated portion of the holiday weeks to which he/she is entitled during the calendar year of termination of his/her employment.
- f) Employees leaving the employment of the county shall be paid prorata for all holiday weeks earned, based on the number of observed holidays at date of separation, but not taken.
- g) Holidays worked shall be rotated equitably among employees.
- h) Holiday time off may also be selected in increments of one day or more, with the approval of the supervisor.

ARTICLE XV - ACCIDENT AND SICKNESS PAY MAINTENANCE PLAN

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

- a) The following benefits will be paid in a case of non-occupational accident or illness for employees employed by the County. All regular full-time employees will receive thirty (30) calendar days at full pay with cov-

erage starting on the first (1st) day of accident, first (1st) day of hospitalization and seventh (7th) day of illness and first (1st) day of out-patient surgery. From the 31st day to the 365th day, an employee will receive two-thirds (2/3rds) of his regular pay. Regular pay means forty (40) times the employee's regular straight-time hourly rate.

- b) Benefits under this plan are not limited to one (1) accident or one (1) illness per year, but are available any time an employee has an accident or becomes ill; provided that if an employee has received benefits hereunder and there should be a recurrence of the same condition or illness, no waiting period will apply if there is a recurrence within two (2) weeks of return to work; if there is a recurrence after two (2) weeks on the job, another waiting period will apply.
- c) No payments will be made under the Accident and Sickness Insurance Plan unless the employee submits an application for benefits and a doctor's statement shall be submitted to the Personnel Department who will make the necessary arrangements for the payment of benefits.
- d) If, while an employee is being paid under the Accident and Sickness Insurance Program, a wage increase occurs during his absence, he will be paid benefits reflecting such increase.
- e) Benefits will be paid under the Accident and Sickness Pay Maintenance Plan for pregnancy or for any matter relating to pregnancy. The benefits will start after a physician has certified that the employee is no longer able to work on account of disability resulting from pregnancy, and shall continue until such time as the doctor certifies that the employee is able to return to work.

Casual Days: Except as otherwise provided below, every employee will be entitled to five (5) casual days off, if employed on January 1 of any calendar year, which may be used for any purpose.

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

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

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

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

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

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

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

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

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

- a. Casual days will be granted if written notice of the employee's intent to take such days is received by his/her department head at least 24 hours prior to the schedule date of such time off. The employee need not give any reason for the casual day taken under this subsection. In the event of an emergency, shorter advance notice will be acceptable and a casual day will be granted by the department head.
- b. If an employee is unable to report to work due to illness or accident, he must notify his department not later than one-half (1/2) hour before his scheduled starting time. He shall state the reason for his absence, the expected length of absence and whether or not he will charge the absence to his casual days. If the employee elects to charge the absence to his casual days, he need not give a reason for his absence. Employees may charge half (1/2) casual days.
- c. Casual days may be used in less than full day or less than half (1/2) day increments for personal business, doctor or dental appointments.
- d. If an accident occurs while an employee is on a casual day, the employee will not be charged for the casual day if the accident occurs before noon.
- e. An employee who terminates during a calendar year will be paid for unused casual days.

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

Proof of Disability: The County shall have the right to require the submission of adequate medical proof of the employee's

disability due to accident or illness. Should there be an extended period of disability, the County shall have the right to require periodic medical proof of the employee's disability.

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

ARTICLE XVI - JURY DUTY AND WITNESS LEAVE

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

ARTICLE XVII - MILITARY LEAVE

Armed Forces: 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.

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

Reserve Training: An employee who is a member of a military reserve and who is called upon for reserve training or emergency service shall receive his regular pay for such training or service (not to exceed two (2) weeks for any one (1) call-up), provided he shall deposit his military base pay with the County Clerk and receive his regular pay in turn.

ARTICLE XVIII - FUNERAL LEAVE

In the event of a death of an employee's father, mother, husband, wife, brother, sister, son, daughter, father-in-law, mother-in-law or daughter-and son-in-law, such employee will be paid for

straight time lost from scheduled work not to exceed three (3) consecutive scheduled work days falling between the date of death and the date of the funeral, both inclusive, except in special circumstances.

In the event of a death of an employee's step-child or step-parent, such employee will be paid for straight time lost from scheduled work not to exceed two (2) consecutive scheduled work days falling between the date of death and the date of the funeral, both inclusive, except in special circumstances. (This provision is effective prospectively after mutual ratification of the 2001-2002 Agreement).

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

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

ARTICLE XIX - WORKER'S COMPENSATION

Employees are entitled to Worker's Compensation coverage. An employee who is absent due to injury or illness caused during the course of his duties shall receive his regular wages during his absence; except that if an employee is absent due to back and/or neck injuries caused during the course of his duties, he shall receive his regular wage for a period of six (6) months only, and thereafter the employee shall receive compensation in accordance with the Wisconsin Worker's Compensation Act. If the occupational injury or illness is of the duration in which Worker's Compensation is paid to the employee, the employee shall receive a voucher check without deductions for the mandated amount of Worker's Compensation and a payroll check for the difference between Worker's Compensation and regular wages; however, the total Wisconsin Retirement Fund contribution shall be made on the basis of the employee's total compensation.

ARTICLE XX - UNPAID LEAVES

Applications for unpaid leaves of absence shall be made in writing to the County and shall be presented to the appropriate Department Head. All employees must have one (1) year of service before any request for unpaid leave of absence will be granted.

An unpaid leave may not be granted for the purpose of taking other employment; however, the term "other employment" shall not include elected federal, state, county or municipal offices or Union duties.

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

The granting of such leave and the length of time for such leave shall be contingent upon the reason for the request. The appropriate Department Head may grant an unpaid leave of absence for thirty (30) calendar days or less. Unpaid leaves for more than thirty (30) calendar days, but not exceeding six (6) months, may be granted by the Department Head with the approval of the County Executive or designee. Unpaid leaves requested for a period in excess of six (6) months must be approved by the Department Head and the County Executive or designee.

ARTICLE XXI - HEALTH-SURGICAL

For the duration of this Agreement, the County shall provide a comprehensive hospital-surgical-major medical coverage policy and a \$25 deductible dental plan. 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, from October 1 through October 31 of the current year.

- (a) For employees enrolled for coverage for the employee only--the full premium cost of the coverage.
- (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, or effective 1/1/02, better than coverage 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. (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. (Flex Plan) This health insurance plan shall incorporate an overall policy deductible of \$200.00/single, \$600.00/family with an 80%/20% split on the next \$5,000, (80% County/20% Employee). Additional provisions of the plan are listed on Appendix "D" to this Agreement which is attached hereto and incorporated by reference herein. This plan requires precertification for in-patient elective surgery, outpatient elective surgery, non-emergency use of emergency room, and emergency hospital confinement with a penalty of \$50.00 for failing to obtain precertification. **NOTE: Retirees are not eligible for flexible spending accounts.**

Effective January 1, 2002, the deductibles in this Plan will increase to \$250.00/single, \$750.00/family with an 80%/20% split on the next \$7,500/single, \$7,500/family. The County's contribution to the flexible spending accounts will continue unchanged at \$250.00/single, \$500.00/family. Additionally, there will be a separate and independent drug co-pay of \$10.00/generic and \$20.00/non-generic.

- (h) PLAN THREE. (Kenosha Health Care Partners Plan). This health insurance plan provides a \$10 per visit charge for health visits with a maximum of five, (\$50) for one individual and a family maximum of \$150. The plan provides a \$10 per visit charge for dental visits with a maximum of two co-payments per one course of treatment. The plan provides for free prescriptions, and a flexible spending account of \$300 single/\$600 family, (one-half of the flex dollar amounts will be given to employees hired after July 1). The plan provides a penalty of \$50 to use the emergency room if not authorized by the Health Care Center within 24 hours of its use.

Effective January 1, 2002, this Plan provides a \$20 per visit charge for health visits with a maximum of ten, (\$200) for singles. For a two member family, the plan provides for ten visits per person, (\$400). For a family with three or more members, the plan provides

for ten visits per person, 25 visits per family,(\$500). The County's contribution to the flexible spending accounts continues unchanged. Additionally, there will be a separate and independent drug co-pay of \$10.00/generic and \$20.00/non-generic.

- (i) Current retirees on the Standard Plan may remain on the Standard Plan but can switch to the Flex Plan or Kenosha Health Care Partners Plan at open enrollment. Retirees cannot participate in the flexible spending accounts. Current retirees who switch to the Flex Plan or Kenosha Health Care Partners Plan cannot switch back to the Standard Plan. New retirees are only eligible for the Flex Plan or Kenosha Health Care Partners.
- (j) New Hires: Effective January 1, 2002, new hires can only enroll in the Kenosha Health Care Partners Plan. After they have been in the Kenosha Health Care Partners Plan for one year, they can change plans at the next open enrollment.
- (k) Open enrollment opportunity to be offered annually in October to active employees and to retirees.
- (l) Increase the Flex Plan amounts for orthodontia from \$800 to \$1,000 and for physical exams, etc., from \$100 to \$200.
- (m) 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.
- (n) Employees who begin participating in the Flex Plan on June 30, 1995 will receive full benefits of the flex account and the physical exams account. Employees who begin participating in the Flex Plan after July 1 of a given year will have 50% of the flex account and physical exams account amount for that year.
- (o) Retirees: The County shall provide insurance coverage as described above at no cost to employees who retire with fifteen (15) or more years continuous service and are at least 60 years of age. The County's premium obligations will terminate when the employees become eligible to receive Medicare coverage.

Employees may purchase supplemental Medicare benefits at their own expense. Other retired employees not covered by the above paragraph may continue insurance coverage at the group rate by paying the monthly premium cost to the County. Any retiring employee who opts to continue insurance coverage after retirement will notify the County in writing at least thirty (30) days before the effective date of his/her retirement.

ARTICLE XXII - LIFE INSURANCE

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

ARTICLE XXIII - RETIREMENT PLAN

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

ARTICLE XXIV - EQUAL OPPORTUNITY

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

ARTICLE XXV - PART-TIME EMPLOYEES

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

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

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

School Nurses will continue with the current practice of 75% benefits.

ARTICLE XXVI - SEMINAR DAYS

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

ARTICLE XXVII - IN-SERVICE

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

ARTICLE XXVIII - MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

Paychecks: The County shall make every effort to make paychecks available to evening and night shift employees in sealed envelopes on their Thursday evening and night shifts before the designated payday.

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

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

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

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

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

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

Such designation shall be offered by seniority on the affected shift based on ability. Employees have the right to refuse such designation for cause. If all employees on a shift refuse, the County can designate an employee as an R.N. Supervisor.

Union Conferences: Employees shall be allowed time off with pay to attend union conferences only if the union is putting on the program and awarding continuing education credits.

ARTICLE XXIX - WAIVER AND ENTIRE AGREEMENT

The County and Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agree that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement. Waiver of any breach of this Agreement by either party shall not constitute waiver of any future breach of this Agreement.

ARTICLE XXX - MAINTENANCE OF BENEFITS

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

ARTICLE XXXI - NO STRIKE

The parties agree that it is important to seek amicable resolution of their differences and have established a grievance procedure for this purpose. The Union agrees that it will not authorize a strike nor shall any employee engage in a strike or slowdown, concerted work stoppage, sympathy strike or any other intentional interruption of work during the term of this Agreement. The County will not prevent employees from carrying out their duties by conducting a lockout.

ARTICLE XXXII - SEPARABILITY

If any article or part of this Agreement is held to be invalid by operation of law or of any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or part should be restrained by such tribunal, the remainder of the Agreement shall not be affected thereby and the parties shall

enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or part.

ARTICLE XXXIII - DURATION

Except as otherwise noted, this Agreement shall become effective January 1, 2001 and shall remain in effect through December 31, 2002, and shall be automatically renewed for periods of one (1) year thereafter unless either party shall serve upon the other a written notice of its desire to modify or to terminate this Agreement. Such notice is to be served no later than September 1 of the final year of the contract.

WITNESS our hands and seals this _____ day of _____, 2001, in the City of Kenosha, County of Kenosha, State of Wisconsin.

KENOSHA COUNTY

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

County Executive

President

Personnel Director

Secretary

Corporation Counsel

Chairperson, Negotiating Committee

APPENDIX "A"

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

2001 Wage Rates for
Brookside and Kenosha County Health Department

Effective 1/1/01

REGISTERED NURSES - HOURLY

Start	6 Mo.	1 Yr.	2 Yrs.	3 Yrs.	4 Yrs.	5 Yrs.
\$17.89	\$18.46	\$18.74	\$19.16	\$19.61	\$20.05	\$20.72

PUBLIC HEALTH NURSES - HOURLY

Start	6 Mo.	18 Mos.	30 Mos.	42 Mos.
\$18.30	\$18.94	\$19.64	\$20.33	\$21.23

Effective 7/1/01

REGISTERED NURSES - HOURLY

Start	6 Mo.	1 Yr.	2 Yrs.	3 Yrs.	4 Yrs.	5 Yrs.
\$18.39	\$18.96	\$19.24	\$19.66	\$20.11	\$20.55	\$21.22

PUBLIC HEALTH NURSES - HOURLY

Start	6 Mo.	18 Mos.	30 Mos.	42 Mos.
\$18.80	\$19.44	\$20.14	\$20.83	\$21.73

NOTE: The above wages reflect a \$.50 per hour increase effective 1/1/01 and 7/1/01

APPENDIX "B"

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

2001 Wage Rates for
Brookside and Kenosha County Health Department

Effective Upon Ratification of the 2001-2002 Agreement

REGISTERED NURSES - HOURLY

Start	1 Yr.	2 Yrs.	3 Yrs.	4 Yrs.	5 Yrs.
\$18.96	\$19.24	\$19.66	\$20.11	\$20.55	\$21.22

PUBLIC HEALTH NURSES - HOURLY

Start	18 Mos.	30 Mos.	42 Mos.
\$19.44	\$20.14	\$20.83	\$21.73

NOTE: The above wages reflect the elimination of the 6 month step, which is now the start step.
Only applies to new employees hired after mutual ratification.

APPENDIX "C"

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

2002 Wage Rates for
Brookside and Kenosha County Health Department

Effective 1/1/02

REGISTERED NURSES - HOURLY

Start	1 Yr.	2 Yrs.	3 Yrs.	4 Yrs.	5 Yrs.	6 Yrs.
\$19.46	\$19.74	\$20.16	\$20.61	\$21.05	\$21.72	\$22.22

PUBLIC HEALTH NURSES - HOURLY

Start	18 Mos.	30 Mos.	42 Mos.	54 Mos.
\$19.94	\$20.64	\$21.33	\$22.23	\$22.73

NOTE: The above wages reflect a \$.50 per hour increase

Effective 7/1/02

REGISTERED NURSES - HOURLY

Start	1 Yr.	2 Yrs.	3 Yrs.	4 Yrs.	5 Yrs.	6 Yrs.
\$19.96	\$20.24	\$20.66	\$21.11	\$21.55	\$22.22	\$22.72

PUBLIC HEALTH NURSES - HOURLY

Start	18 Mos.	30 Mos.	42 Mos.	54 Mos.
\$20.44	\$21.14	\$21.83	\$22.73	\$23.23

NOTE: The above wages reflect a \$.50 per hour increase

APPENDIX "D"

FLEX PLAN

SIDE LETTER AGREEMENT

BETWEEN

County of Kenosha, Wisconsin

and

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

All Health Department employees, full-time and part-time, will be paid 1.5 x for hours worked on Saturday, Sunday, or outside 8 a.m.-5 p.m. Monday-Friday except no premium paid for hours re-scheduled for the employee's first time on a Saturday in each calendar year and no premium paid for hours rescheduled outside 8 a.m.-5 p.m. Monday-Friday. However, such modification will occur no more than two times a month to a maximum of 18 times per year.

Dated at Kenosha, Wisconsin this _____ day of _____, 2001.¹

FOR THE COUNTY:

FOR THE UNION:

County Executive

President

County Personnel Director

Secretary

Corporation Counsel

District Representative

¹ Original date of side letter 9/9/98.

SIDE LETTER AGREEMENT

BETWEEN

County of Kenosha, Wisconsin

and

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

Employees will receive one additional week of vacation in 2001 and one additional week of vacation in 2002. This Side Letter Agreement will sunset on December 31, 2002. Vacation cash out or carry over options to be flexibly administered to avoid problems associated with the extra week of vacation in the remainder of calendar year 2001.

Dated at Kenosha, Wisconsin this _____ day of _____, 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 5061, AFT, AFL-CIO,
KENOSHA COUNTY FEDERATION OF NURSES AND HEALTH PROFESSIONALS

The Union's withdrawal of their proposal to add "Employees cannot be required to work mandatory overtime to replace non-bargaining unit employees" to Article V is understood to be without prejudice to any existing rights under the agreement that the Union has or may have, and without prejudice to the Union's pursuing its pending grievance on the subject to arbitration. County will not raise a timeliness defense in that arbitration.

Dated at Kenosha, Wisconsin this _____ day of _____, 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 5061, AFT, AFL-CIO,
KENOSHA COUNTY FEDERATION OF NURSES AND HEALTH PROFESSIONALS

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

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

Dated at Kenosha, Wisconsin this 8th day of January, 2002.

FOR THE COUNTY:

FOR THE UNION:

County Executive

President

County Personnel Director

Vice-President

Corporation Counsel

Secretary