

**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN KEWAUNEE COUNTY AND  
THE KEWAUNEE COUNTY PROFESSIONAL EMPLOYEES UNION  
LOCAL 2959A**

**January 1, 2010 – December 31, 2012**

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<u>THIS AGREEMENT SHALL BECOME EFFECT AS OF JANUARY 1, 2007 AND REMAIN IN EFFECT UNTIL-DECEMBER 31, 2008, AND SHALL AUTOMATICALLY BE RENEWED FOR YEAR TO YEAR THEREAFTER, UNLESS THE PARTY DESIRING TO TERMINATE, MODIFY, OR ALTER THE AGREEMENT OR ANY OF ITS PROVISIONS SHALL GIVE TO THE OTHER PARTY WRITTEN NOTICE BEFORE JULY 15, 2008.</u> .....	23
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## AGREEMENT

### A. PARTIES TO AGREEMENT

THIS AGREEMENT, made and entered into by and between Kewaunee County, Wisconsin, hereinafter referred to as the "Employer", "the Board" and/or "the County", and the Kewaunee County Professionals, Local 2959A, of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union".

### B. PURPOSE OF AGREEMENT

The general purpose of this Agreement is to provide the mutual interests of the professional employees of Kewaunee County and the Kewaunee County Board of Supervisors, maintain existing harmonious relationships between the Kewaunee County Board of Supervisors and its employees, to promote the morale, well being, and security of said employees, to maintain a uniform scale of wages, hours, and working conditions among employees, to facilitate peaceful adjustment of all grievances and disputes which may arise, outlining employee working conditions and policies thereto. We, the County of Kewaunee, and Kewaunee County Professionals, Local 2959-A of the American Federation of State, County and Municipal Employees, AFL-CIO, set forth the following as our will and agreement:

## ARTICLE 1 RECOGNITION AND BARGAINING UNIT

### A. EXCLUSIVE BRAGAINING REPRESENTATIVE

The Board recognizes the Union as the exclusive bargaining representative of all regular full-time and regular part-time professional employees of Kewaunee County, excluding supervisory, managerial and confidential employees. Pursuant to the provisions of Wis. Stat. 111.70 of the Municipal Employment Relations Act, said labor organization is the exclusive bargaining representative of all such employees for the purposes of collective bargaining with the above named Municipal Employer, or its lawfully authorized representatives, on questions of wages, hours and conditions of employment as certified in WERC Decision No. 29556-A

### B. GOOD FAITH REQUIRED

The parties agree that at all times during the period in which the Union is certified as the bargaining agent for employees described above, the parties shall not refuse to bargain in good faith with each other at any time during the period the Union is certified nor change nor threaten to change any wages, benefits or terms or conditions of employment at any time during the period the Union is certified.

## **ARTICLE 2 MANAGEMENT RIGHTS RESERVED**

The management and the direction of the work force is vested exclusively in the Employer; to be exercised through the Department Heads, including, but not limited to, the right to hire, promote, demote, suspend, discipline and discharge for proper cause, the right to decide job qualifications for hiring, the right to transfer or layoff because of lack of work or other legitimate reasons; to subcontract medical and psychiatric services; to subcontract client services provided by temporary employees; to determine any type, kind and quality of service to be rendered to patients and citizenry; to determine the location, operation and type of physical structures, facilities or equipment of the departments; to plan and schedule service and work; to plan and schedule any training programs; to create, promulgate and enforce reasonable work rules; to determine what constitutes good and efficient county service and all other functions of management and direction not expressly limited by the terms of this Agreement.

## **ARTICLE 3 FAIR SHARE AGREEMENT**

### **A. MONTHLY DEDUCTIONS**

The Board agrees to deduct from the monthly earnings of all employees in the collective bargaining unit a fair share, such amount being the monthly dues certified by the Union as the current dues uniformly required of all members, and pay that amount to the Union, on or before the end of the month in which said deduction was made. Such deductions shall be subject to the following conditions and exceptions:

### **B. CHANGES IN AMOUNT**

Changes in the amount of dues to be deducted shall be certified by the Union at least one (1) week in advance of the effective date of the change.

### **C. CORRECTIONS**

If an error is discovered with respect to any deductions under this provision, the Board shall correct said error by appropriate adjustment in the next paycheck of the employee or the next submission of funds to the Union.

## **ARTICLE 4 PROBATIONARY PERIOD AND GENERAL DEFINITIONS**

### **A. NEWLY HIRED EMPLOYEES**

All newly hired employees shall be considered probationary for the first twelve (12) months of their employment. Probationary employees may be disciplined or discharged without recourse to the grievance procedure. Continued employment beyond the probationary period is hereby defined to be evidence of satisfactory completion of probation. Permanent employees shall only be disciplined or discharged for just cause.

B. SENIORITY DATE

The seniority of an employee shall date from his or her original date of employment with Kewaunee County.

C. PERMANENT EMPLOYEE DEFINED

A permanent employee is hereby defined as an employee hired, and completes the probationary period to fill a regular position.

D. TEMPORARY EMPLOYEE DEFINED

A temporary employee is a person hired for a specified period of time not to exceed ninety (90) calendar days, and who will be separated from the payroll at the end of such period. If, however, a temporary employee is retained, his service shall be connected and the first ninety (90) calendar days of his employment shall be considered to have been part of his probationary period.

E. LIMITATIONS ON TEMPORARY EMPLOYMENT

It is understood that no temporary employee or extra help of any kind shall be hired or maintained if a regular employee in that department is laid off. Qualified regular employees on lay off from their department shall have preference to available work in any department over temporary employees or extra help.

F. PART-TIME EMPLOYEE BENEFITS

Regular full-time employees are scheduled at least forty (40) hours per week. Regular full-time employees are entitled to all benefits of this agreement. Regular part-time employees work schedule is less than forty (40) hours per week. Regular part-time employees shall be entitled to all fringe benefits on a pro-rata basis.

**ARTICLE 5 HOURS OF WORK**

A. NORMAL OFFICE HOURS

Monday through Friday  
(Except Holidays set in this Agreement)  
8:00 a.m. to 4:30 p.m.

B. WORKWEEK

The workweek shall be five (5) eight (8) hour days, Monday through Friday, except as allowed in Section D of this article.

C. BREAKS

Each employee shall be permitted 30 unpaid minutes for a meal break. A paid ten minute rest period shall be granted during the first half of the employee's work day and a paid ten minute rest period during the second half of each employee's work day.

#### D. OVERTIME

All hours worked outside of the scheduled hours of work shall be paid at the rate of time and one-half (1 ½) the employees regular rate of pay or, at the election of the employee, granted as compensatory time off at the rate of time and one-half (1 ½).

If both the employee and the employee's immediate supervisor agree, the employee shall be allowed to adjust his/her work hours as long as this flexible scheduling does not result in more than ten (10) paid hours per day or eighty (80) paid hours per pay period. Flexible scheduling within these limitations shall not result in payment of overtime or accrual of compensatory time.

#### E. CALL IN

Whenever an employee is called to work outside of his/her scheduled hours of work he/she shall be guaranteed a minimum of two (2) hours pay at time and one-half (1 ½) times the employee's regular rate of pay, unless such call-in is consecutive to the employee's scheduled hours of work.

#### F. STAND-BY

1. Employees who accept weekly stand-by duty shall receive eight (8) hours of compensation for each period of seven consecutive days of stand-by duty. An employee who is on stand-by for less than a full week shall receive prorated compensation. In the event that one or more holidays listed in this Agreement occur during an employee's stand-by week, the employee shall be entitled to receive an additional eight (8) hours of compensatory time off for each such holiday.

2. No later than July 31 of each year, each employee shall notify the Director whether he or she wishes to receive the stand-by compensation in the form of cash or compensatory time or alternating between cash and compensatory time for the following year.

#### G. COMPENSATORY TIME PAYOUT

Compensatory time shall be scheduled to be taken off at the employee's request and with agreement of the employee's immediate supervisor. Hours shall be credited to the account at the rate of time and one-half (1 ½) for time worked in accordance with Section D of this Article. Hours for stand-by duty in accordance with Section F shall be credited to the account at straight time. On the first pay check in July, the employee shall be paid at

straight time at the employee's current wage rate for all hours in excess of eighty (80) hours in his or her account as of June 30<sup>th</sup>. On the first paycheck in January, the employee shall be paid at straight time at the employee's current wage rate for all hours in excess of eighty (80) hours as of December 31<sup>st</sup>.

**ARTICLE 6 COMPENSATION**

**A. PAYDAY**

Payday shall be every other Friday by direct deposit.

**B. WAGE RATES**

**Wage Scale #1- Human Service Professionals**

	1/1/2010 2%	7/1/2010 1%	1/1/2011 2%	7/1/2011 1%	1/1/2012 1.5%	7/1/2012 1.5%
Child Welfare Supervisor	27.75	28.03	28.59	28.88	29.31	29.75
H.S. 3	26.95	27.22	27.76	28.04	28.46	28.89
H.S. 2	24.28	24.52	25.01	25.26	25.64	26.02
After 60 months						
After 48 months	22.29	22.51	22.96	23.19	23.54	23.89
After 36 months	21.39	21.60	22.03	22.25	22.58	22.92
After 24 months	20.77	20.98	21.40	21.61	21.93	22.26
After 12 months	19.96	20.16	20.56	20.77	21.08	21.40
H.S. 1 - Start	19.21	19.40	19.79	19.99	20.29	20.59

Employees on this wage scale are employed in positions that normally require a bachelor's degree in social work, psychology or similar related field. To be the Child Welfare Supervisor, the employee must be an H.S. 3 and meet the qualifications in the Addendum to this agreement.

**Wage Scale #2 Public Health Nurses and Licensed Dietician**

<b>Public Health Nurses</b>	1/1/2010 2%	7/1/2010 1%	1/1/2011 2%	7/1/2011 1%	1/1/2012 1.5%	7/1/2012 1.5%
After 36 months	25.68	25.94	26.46	26.72	27.12	27.53
After 24 months	24.90	25.15	25.65	25.91	26.30	26.69
After 12 months	24.12	24.36	24.85	25.10	25.48	25.86
Start	23.11	23.34	23.81	24.05	24.41	24.78

Employees on this wage scale are employed in positions that normally require a bachelor's degree in nursing and licensure by the state of Wisconsin as a registered nurse or a bachelor's degree in dietetics and licensing by the state of Wisconsin and the American Dietetic Association as a Registered Dietician.

### Wage Scale #3 Registered Nurses

Registered Nurses	1/1/2010 2%	7/1/2010 1%	1/1/2011 2%	7/1/2011 1%	1/1/2012 1.5%	7/1/2012 1.5%
After 36 months	24.48	24.72	25.21	25.46	25.84	26.23
After 24 months	23.61	23.85	24.33	24.57	24.94	25.31
After 12 months	23.00	23.23	23.69	23.93	24.29	24.65
Start	22.13	22.35	22.80	23.03	23.38	23.73

Employees on this scale are employed in positions that normally require an associate degree in nursing and licensure by the state of Wisconsin as a registered nurse.

#### C. PROMOTION OR RECLASSIFICATION

1. All employees shall begin county employment at the start rate of their respective Wage Scale and move to the next level on their anniversary date of employment unless one of the following factors apply.

2. For purposes of this contract the county and union agree that there shall be not less than one Human Service Professional 3 position in each of the seven service unit areas of: Aging, Juvenile Justice, Child Protective Services/ Foster Care, AODA, Mental Health, Developmental Disabilities, and Long-Term Support. Any Human Service Professional 2 who has ten or more years comparable work experience of which five (5) years shall be with Kewaunee County employment may apply to the director to fill any open position in the service areas in which he or she is employed.

3. After consultation with the service unit manager, if any, the director shall promote the employee to the vacant position or provide to the employee a written list of reasons why he or she does not meet the qualifications and what actions the employee needs to take to become qualified for the opening. Any denial of promotion is subject to the grievance procedure under Article 18.

4. Addendum number one (1) to the contract lists the agreed upon qualifications for the Human Service Professional III positions.

5. If the position for which the individual is hired for requires a master's degree in social work, psychology or a related field which allows for certification by the State of Wisconsin after completion of 3000 hours of supervised clinical experience, the employee shall begin employment at the Human Service Professional 2 rate and automatically move to the Human Service Professional III rate at the end of 60 months of County employment. The advancement of professional counselors to Human Service Professional 3, as detailed herein, shall not reduce the number of Human Service Professional 3 positions available to other employees.

### ARTICLE 7 VACATIONS

#### A. VACATION LEAVE

Each employee shall earn annual vacation leave with pay on the anniversary date of employment as follows:

- 40 hours – after 1 year of service
- 80 hours – after 2 years of service
- 120 hours – after 7 years of service
- 140 hours – after 12 years of service
- 160 hours – after 16 years of service
- 200 hours – after 25 years of service

**B. NO ACCUMULATION**

1. Except as stated in Paragraph 2, vacations shall not accumulate from year to year. Vacation time off shall normally be taken off within the next twelve (12) month period. Extensions shall be granted in the event of worker's compensation leave, extended illness or disability and layoffs.

2. An employee, who is unable to use the full amount of his/her vacation leave by his/her anniversary date, may carryover up to forty (40) hours of vacation leave into the next year. Any such carried over leave must be used first

**C. VACATION WEEK DEFINED**

A week of vacation is defined as forty (40) work hours.

**D. APPROVAL OF LEAVE REQUESTS**

Each employee must make arrangements and get prior approval from their department head before the employee can take their vacation. Vacation leave may be granted in minimum of FOUR (4) hour increments. However, each employee shall be allowed to take vacation time earned in less than FOUR (4) hour increments up to a maximum of eight (8) hours in a vacation year. Vacation hours taken under this provision shall be taken in whole hour increments.

**E. TERMINATION**

Any employee who terminates employment with Kewaunee County shall not be eligible for vacation pay for the "vacation year" in which employment is terminated, except employees who retire.

**F. LEAVE OF ABSENCE**

The employee's department director may authorize an unpaid personal leave for up to one week. Unpaid leave in excess of one week may be authorized by the County Administrator. Requests for unpaid leave shall be submitted in writing.

G. PERSONAL DAY

Each employee shall have one non-accumulating day of personal leave in each year of this agreement. Use of this leave is governed by the provisions of Paragraph D of this Article.

**ARTICLE 8 LEAVES OF ABSENCE**

A. ACTUAL TIME LOST

All employees shall be granted sick leave with pay for actual time lost according to the provisions of this Section.

B. MAXIMUM ACCUMULATION

Payment for leave of absence due to sickness or accident shall be allowed to all employees on the basis of eight (8) hours per month of continuous service, to a cumulative maximum amount of one thousand (1,000) hours; providing no payments to the employee were made under the Worker's Compensation Act.

C. REPLACEMENT OF HOURS

Sick leave taken and allowed shall be subtracted from the cumulative number of hours credited to the employee's account. Replacement of such sick leave hours used under this Section shall be acquired upon return to active service at the rate of eight (8) hours per month of continuous service until the cumulative total reaches the maximum of one thousand (1,000) hours

D. MEDICAL CERTIFICATE

Commencing with the third consecutive day of absence due to sickness a certificate issued by a qualified licensed doctor of medicine, doctor of dentistry, or chiropractor shall be required from all employees upon return to work in order to qualify for sick leave benefits. Sick leave shall be granted only in full hour increments, and must be reported accordingly.

E. EXTENDED ILLNESS OR DISABILITY LEAVE

1. Leaves of absence because of extended personal illness or disability shall be granted by the County Administrator provided a medical statement is furnished by the employee. The County Administrator shall have the right to verification by a second medical opinion provided the County pays for such second medical opinion. No leave shall

be in excess of thirty (30) days except as shall be extended and renewed by the County Administrator upon receiving a medical statement from a physician, with consecutive extensions of leaves not to exceed one year.

2. In the event of absence because of illness or accident, the Employer will pay its specified contribution toward the premium cost of the group insurance premiums, single and family plans, for one (1) year.

#### F. FAMILY LEAVE

Family leave, as provided in Wisconsin Statutes shall be available to all members of the bargaining unit for the reasons set forth in the Statutes. Inclusion of this provision in the contract shall not be construed to create any additional or cumulative leave time. The family leave under this section shall be limited to the time periods specified in Federal and State law except as specifically expanded by the language of this sub section. Such leave shall be unpaid leave except as provided hereafter. Family leave under this paragraph must be authorized by the County Administrator. Any leave time in excess of the statutory maximum must be authorized by the Personnel Committee.

#### G. MATERNITY LEAVE

1. Instead of the family leave provided above and in lieu of, not in addition to, the leave specified in Wisconsin Statute 103.10(3)(b)1, a pregnant employee may take a maternity leave of up to seven continuous calendar weeks commencing immediately before the anticipated date of birth or immediately after the birth of the baby. An employee on maternity leave may use accumulated sick leave benefits on actual working days missed. Once the employee's accumulated sick leave has been depleted, any balance of the seven continuous calendar weeks maternity leave shall be unpaid leave. In order to collect accumulated sick leave benefits during a maternity leave, the pregnant employee must notify the County Administrator and Department Head, in writing, of the expected date of delivery and anticipated dates of maternity leave at least three months prior to the first to occur of these dates.

2. Additional maternity leave, beyond these seven continuous calendar weeks may be requested in cases of temporary medical disability resulting from child birth. Such requests shall be submitted to the County Administrator and accompanied by a statement from the employee's doctor identifying the nature of the disability and anticipated date for return to duties. Such extension may be granted by the County Administrator.

#### H. ADOPTION LEAVE

Employees who adopt a child shall be permitted up to seven weeks leave of absence as an adoption leave.

#### I. UNUSED SICK LEAVE

Upon retirement, an employee shall be credited with the cash equivalent of eighty-five percent (85%) of the employee's accumulated but unused sick leave up to a maximum of seven hundred twenty (720) hours. Said monies shall remain on account with the Employer and shall be used to pay for the cost of continued group health insurance coverage until exhausted.

#### DONATION OF SICK LEAVE

Continuing employees shall be allowed to contribute sick leave from their accrual for another employee who has exhausted all his/her available leaves, including, without limitation, all his/her own accrued sick leave, any compensatory time, and no more than forty (40) hours of vacation leave to which he/she may be entitled, and who needs leave for continuing illness or injury. Donated hours will be valued at the lower of the rate of pay of the donor or the recipient of the hours. No employee who terminates his/her employment with Kewaunee County shall be allowed to donate any accrued sick leave to any other employee.

### ARTICLE 9 HOLIDAYS

#### A. PAID HOLIDAYS

Each employee shall be entitled to the following paid holidays each year:

New Year's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving Day
Memorial Day	Day before Christmas Day
Fourth of July	Christmas Day
Labor Day	Day after Christmas Day

#### B. OBSERVED ON WORK DAYS

If a holiday falls on Saturday, it shall be observed the preceding work day and if a holiday falls on Sunday it shall be observed on the following work day.

#### C. WORK ON HOLIDAY

If an employee works on a holiday, he/she shall be entitled to holiday pay in addition to overtime and call-in pay.

#### D. ABSENCE PRIOR OR SUBSEQUENT TO HOLIDAY

No holiday pay is to be paid to an employee who is absent from work on the work days immediately prior to or following such holiday unless such absence is due to sick leave, vacation leave, authorized or directed leave as provided in this agreement.

#### E. VACATION

If a holiday falls during a vacation period, the employee shall be paid the holiday and shall receive an additional day of vacation.

## **ARTICLE 10 RETIREMENT**

The Board shall pay One Hundred Per Cent (100%) of the employee's contribution to the Wisconsin Retirement Fund.

## **ARTICLE 11 HOSPITAL AND SURGICAL INSURANCE**

### **A. PREMIUMS**

**FAMILY PLAN.** The County shall pay 90% of the monthly family plan premiums with the employee to pay 10% of the monthly family plan premium.

**SINGLE PLAN.** Effective January 1, 2010 the County shall pay 97% of the monthly single plan premiums with the employee to pay 3% of the monthly single plan premium. Effective January 1, 2012 the County shall pay 95% of the monthly single plan premiums with the employee to pay 5% of the monthly single plan premium.

### **B. CARRIER**

1. The Board shall have the right to name the insurance carrier provided benefits are equal to or better than those presently provided .
2. At any time the insurance carrier is changed, open enrollment shall be provided for employees and their dependents, retirees and the retiree's dependents, and surviving dependents of deceased employees and retirees.

### **C. RETIREES - SURVIVORS**

Retirees may continue under the group policy, single and dependent coverage. Surviving dependents of employees and retirees may continue under the group policy, single and dependent coverage. Full premiums paid by the insured.

### **D. STATE MANDATED BENEFITS**

State mandated benefits for traditional prepaid group health insurance plans shall automatically be incorporated as a part of the group insurance coverage regardless of "self-funding", "cost plus" or any other such arrangement.

### **E. CONFIDENTIALITY**

All personally identifiable medical and claims records relating to any self-insurance plan, shall be kept confidential by the administrator of the self-insurance plan and the

County Clerk's office and such records shall be exempt from disclosure pursuant to Section 19.36(1) of the Wisconsin Statutes. This paragraph does not prohibit the release of personally identifiable records to other county officials to the extent that performance of their duties requires access to the records, but only with the prior written informed consent of the insured.

## **ARTICLE 12 DENTAL INSURANCE**

### **A. PREMIUMS**

1. The County shall pay 100% of the monthly single plan premiums.
2. The County shall pay 50% of the monthly family plan premium.

### **B. CARRIER**

1. The Board shall have the right to name the insurance carrier provided benefits are equal to or better than those presently provided.
2. At any time the insurance carrier is changed, open enrollment shall be provided for employees and their dependents.

## **ARTICLE 13 LIFE BENEFIT PAYMENT**

If an employee should die when on the active payroll, his or her heirs shall be paid all of the accumulated sick leave not used up or it may be used for health insurance premiums. This paragraph shall be void from the contract if some other type of life insurance is provided for elsewhere in this contract.

## **ARTICLE 14 FUNERAL LEAVE**

### **A. THREE DAY LEAVE**

In the event of a death of an employee's father, mother, husband, wife, brother, sister, son, daughter, stepfather, stepmother, stepson, stepdaughter, father-in-law, mother-in-law, grandchild, such employee will be paid for straight time lost from scheduled work not to exceed three (3) consecutive scheduled work days beginning no later than the first working day after the date of the funeral.

### **B. ONE DAY LEAVE**

In the event of a death of an employee's brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandfather, grandmother, such employee will be paid for straight time lost from scheduled work not to exceed one (1) scheduled work days beginning no later than the first working day after the date of the funeral.

C. ADDITIONAL FUNERALS

In the event of the death of a niece, nephew, aunt, uncle, or other friend or relative, the employee shall be allowed to use vacation, compensatory time, or time off without pay to attend the funeral.

D. VERIFICATION

It is agreed that the employee may be required to furnish verification of the date of death, date of funeral, and the relationship of the deceased.

E. FUNERAL OF CURRENT EMPLOYEE

When the funeral of a current permanent full-time Kewaunee County employee within the Department of Human Services or Public Health Department occurs on a regular workday (Monday through Friday) the Kewaunee County Professionals will not work the day of the funeral and all the full-time regular employees present at the funeral shall be granted one (1) day of funeral leave with pay.

When the funeral of a current permanent full-time Kewaunee County employee occurs on a regular workday (Monday through Friday) the full-time regular employees present at the funeral shall be granted four (4) hours funeral leave with pay. Any additional time away from duty will be treated, at the employee's option, as vacation, compensatory time, or unpaid leave.

**ARTICLE 15: MILITARY RESERVE**

An annual leave of absence for the two (2) weeks of mandatory training shall be granted to those employees who are members of the Armed Forces Reserve Components, that actually participate during said period in accordance with the Universal Military Training and Service Act of 1951 as amended. Payment for said leave of absence shall be made for the difference between the compensation paid by the Armed Services to said employee and the regular amount of wages that the said employee would have earned (the product of the normal work week times the occupational rate classification) provided said employee was not on said leave of absence. The payment of said difference in earnings shall be upon presentation of a true copy of the reservist's earning record of payment by the Armed Forces for said period of leave of absence.

**ARTICLE 16 SENIORITY**

A. SENIORITY DEFINED

Seniority shall mean the continuous length of service with the county from an employee's last date of hire. Also, in the case of any part-time county employee, seniority shall be determined according to the proportion of hours worked by such part-time county employee to the hours worked by a full-time county employee.

## B. LOSS OF SENIORITY

Employees shall lose their seniority only for the following reasons: Retirement, resignation, discharge for just cause, or lay off for more than two (2) consecutive years.

## C. APPLICATION

1. The principal of seniority shall prevail in the selection of vacations, promotions, lay-offs, and rehiring.

2. In the event that the County determines to reduce the number of employees, employees to be laid off will be notified, in writing, by the County Administrator's Office. Layoffs will be accomplished in the following order.

a. Temporary employees will be laid off first.

b. The employees in the bargaining unit will be laid off in reverse order of seniority.

c. Senior employees in the bargaining unit may elect to displace a junior employee provided the senior employee is qualified to perform the work of the position selected. The County Administrator, in consultation with the Department head of the department that the senior employee is electing to enter, shall determine whether the employee is qualified to perform the work of the position selected. If the Department Head and the County Administrator determine that an employee is not qualified, they will notify the Union and parties may meet to discuss it. If no agreement is reached at such meeting, the dispute will be subject to the grievance procedure. The employee displaced under this provision shall be allowed to exercise similar rights. An employee making an election to displace a junior employee under the terms of this paragraph must do so in writing on a form provided by the County Administrator's office within five (5) working days of receiving the written notice of layoff.

## D. POSTING

1. The Board shall post any new or vacant position within the scope of the bargaining unit for a period of eight (8) calendar days. Any interested employee may apply for the position in writing to the County Administrator.

2. At the end of the eight (8) day posting period the applicants' qualifications shall be reviewed by the Department Head. The position will be filled by the County Administrator with the most senior of the qualified applicants.

## E. TRIAL PERIOD

An employee who is promoted or transferred shall serve a 90 calendar day trial period. The trial period may be extended by mutual consent for up to an additional 30 calendar days. During the first 30 days of the trial period, the employee may return to his or her former position with seniority rights. The employee shall give notice of the desire to return in writing to the County Administrator and the President of the Union. The employer may return the employee to his or her former position during the trial period for just cause. The employer will furnish the employee and the Union with written notice and the reasons for the return. Service beyond the trial period (or extension thereof) shall be deemed evidence of satisfactory completion of the trial period. Upon promotion or transfer the employee shall move to the same pay step of the new classification as compared to the wage step received before the promotion.

## **ARTICLE 17 UNION ACTIVITY**

### **A. GENERALLY**

Except as provided in this Article no employee shall conduct union business on county time.

### **B. STEWARDS AND OFFICERS**

The county shall allow stewards and/or union officers and the aggrieved employee sufficient time for the proper processing of grievances.

### **C. MEETING WITH STAFF REPRESENTATIVE**

Union staff representative having business with officers of the union may confer with such union officers during working hours not to exceed one (1) hour.

### **D. BARGAINING COMMITTEE**

The county shall allow union bargaining committee members sufficient time for any and all meetings scheduled with the board for the purpose of negotiating an agreement between the parties if such meeting is held during the employee's regularly scheduled hours of work.

## **ARTICLE 18 GRIEVANCE PROCEDURE**

### **A. GENERALLY; LIMITATION**

1. Any grievance concerning an alleged violation of the terms of this contract shall be raised within thirty (30) days of it's occurrence or of it's becoming known to the aggrieved employee or shall be considered waived. Such grievances shall be handled in the following manner:

2. **STEP ONE:** The Employee and/or Union Steward shall approach the department head. The department head and up to three (3) member Union grievance committee shall meet and discuss the grievance with the employee present, if the employee wishes. If the grievance is denied by the department head, that fact shall be stated in writing with a copy going to the aggrieved employee, the Union Representative, and the County Administrator no later than 20 days from the date on which the meeting took place. An adjustment of the grievance agreed to between the Department Head and the Union Grievance Committee shall be reduced to writing if requested by the Union. If the Department Head takes action appropriate to adjust the grievance as agreed with the Union Grievance Committee, no right to appeal to the next step of the grievance procedure shall accrue.

3. **STEP TWO:** If the grievance is not settled in the above manner, the grievance shall be reduced to writing and signed by the aggrieved employee and/or union and copies sent to the Department Head and the County Administrator no later than fourteen (14) days from the date on which the written denial is received. Within thirty (30) days of the date of receipt of the written grievance the Department Head and the County Administrator shall schedule a joint meeting of department head, aggrieved employee, the Union Grievance Committee, and the County Administrator and/or the Personnel Committee of the County Board of Supervisors if, in the opinion of the County Administrator, action by the Personnel Committee may be necessary, to attempt to adjust the grievance. A denial of the grievance shall be reduced to writing with a copy delivered to the aggrieved employee and the Head of the Union's Grievance Committee no later than ten (10) days after the date on which the meeting is conducted. If during the course of the meeting, it is agreed that the employer shall take certain action to adjust the grievance, such agreement shall be reduced to writing and the taking of the agreed action shall constitute a full settlement of the grievance and no right to appeal to the Step 3 procedure shall accrue.

4. **STEP THREE.** Any and all grievances which are not adjusted between the parties as outlined above may be submitted to an arbitrator within 60 days of the date of the written Step Two response. Failure to observe the time limit for submission to arbitration shall be deemed a waiver of any claims raised in the grievance. Within ten (10) days of submission, either party may request the Wisconsin Employment Relations Commission to provide to each party an inside panel of five (5) arbitrators. Within ten (10) days of the receipt of the panel, the parties shall choose an arbitrator by alternating strikes, until one remains. A coin flip shall determine which party must strike first from the panel. If both parties agree an arbitrator may be appointed directly by the Wisconsin Employment Relations Commission. The decision of the arbitrator shall be final and binding on both parties to this agreement and shall be handed down in writing. The arbitrator shall have no power to add to or subtract from or modify any terms of the contract or any supplementary agreements made hereto or establish or change any wage contained therein.

5. There shall be no strike, lock-out, stoppage of work, or tie-up of any kind during the term of this Agreement. All disputes and disagreements shall be adjusted as provided for in this Article and other sections of this Agreement.

6. When the parties agree to extend or waive any time limits in this article, they shall do so by written agreement.

## ARTICLE 19 - ALCOHOL AND DRUG USAGE

### A. DEFINITIONS

1. In this Article the following terms have the following meaning:
2. "Under the influence of an intoxicant" - means having a blood alcohol concentration (BAC) of .08% or greater.
3. "Controlled substance" - means all drugs and substances listed in Chapter 961 of the Wisconsin Statutes.
4. "Under the influence of a controlled substance" - means being impaired to such a degree to be in a condition substantially similar to having a BAC of .08%.
5. "Probable cause" - means observable conditions, including but not necessarily limited to actions, behaviors, mannerisms and smells to lead a reasonable person to draw a specific conclusion.

### B. USE PROHIBITED

No employee shall consume any intoxicant or controlled substance not as prescribed by a physician during any working hours. Nor shall any employee report to work, for scheduled hours of employment, while under the influence of an intoxicant or controlled substance not as prescribed by a physician. Any employee found to have consumed intoxicants or controlled substances not as prescribed by a physician during working hours or to have reported to work, for scheduled hours of employment, under the influence of an intoxicant or a controlled substance not as prescribed by a physician may be disciplined as follows: First violation within any 36 consecutive months may result in a lay off without pay of up to one week. Second violation within any 36 consecutive months may result in a lay off without pay of up to two (2) weeks. Any third or subsequent violation within 36 consecutive months may result in dismissal from county employment. Any lay off for the first violation within 36 consecutive months shall not be imposed if the employee becomes involved in an approved treatment program.

### C. TESTING

If the department head, or his or her non-represented designee, has probable cause to believe that an employee has violated the prohibition against consuming or being under the influence of any intoxicant or controlled substance, the department head, or his or her non-represented designee, may require the employee to submit to an evidentiary chemical test of breath or blood. At the time that a department head, or his or her non-represented designee, makes a demand that an employee submit to an evidentiary

chemical test of breath or blood, the department head, or his or her non-represented designee, shall provide the employee with a written and signed statement giving the reason or reasons the department head, or his or her non-represented designee, believes the employee has violated the prohibition against consuming or being under the influence of an intoxicant. The written probable cause statement must be supported, at least in part, by the personal observations of the department head, or his or her non-represented designee. An employee who refuses to submit to the test may be disciplined as provided for in the preceding paragraph.

## **ARTICLE 20 TRAINING AND SCHOOL**

### **A. Required Training**

Employees shall attend all training recommended by their Department Head and approved by the oversight committee. This includes required training to maintain licenses, certification or perform essential duties assigned to the worker as required by State or Federal rule or law. The employee shall be paid at straight time for the actual hours of attendance, including travel except that this shall not be in addition to regular pay. The employee shall be entitled to flex time or compensatory time for hours over eight (8) consistent with article 5D except that any compensatory time will be at the straight time rate. The employer may offer overnight accommodations in lieu of flex time or comp time.

### **B. General Training**

Employees may attend training in addition to required training if approved by the Department Head and oversight committee. The actual hours of attendance and travel time shall be paid at straight time not to exceed eight (8) hours for any one day.

## **ARTICLE 21 NONDISCRIMINATION**

Kewaunee County pledges to follow a policy of nondiscrimination in employment with regard to age, sex, race, national origin, ethnic background, handicap, or any other class of individuals protected from discrimination under state or federal law. A prohibition of discrimination in employment shall include equal opportunity in recruitment, selection, promotion, transfer, training, upward mobility, wages and benefits.

## **ARTICLE 22 SEVERABILITY**

If a court or governmental agency of competent jurisdiction adjudges any provision of this agreement to be in conflict with the law, such decision shall not affect the validity of the remaining portion of the agreement, and such remaining provision shall continue in full force and effect. The parties agree to immediately meet and negotiate a satisfactory replacement for the provision invalidated.

## **ARTICLE 23 TERMS OF AGREEMENT**

### **A. APPLICABLE LAW**

The terms of this agreement shall not be interpreted or used in any manner contrary to the rights of any party as established by an applicable law or regulation governing contract negotiations.

**B. RENEWAL OR REOPENING**

This Agreement shall become effect as of January 1, 2010, and remain in effect until December 31, 2012, and shall automatically be renewed for year to year thereafter, unless the party desiring to terminate, modify, or alter the Agreement or any of its provisions shall give to the other party written notice before July 15, 2012.

**ARTICLE 24 COMPLETE AGREEMENT**

This document contains all the terms of agreement between the parties hereto.

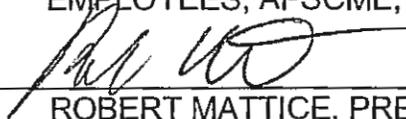
IN WITNESS WHEREOF the parties have hereunto set their hands and seals, by their duly authorized representatives and committees this \_\_\_\_\_ day of December, 2009.

KEWAUNEE COUNTY BOARD  
OF SUPERVISORS

KEWAUNEE COUNTY PROFESSIONAL  
EMPLOYEES UNION, LOCAL 2959A,  
THE WISCONSIN COUNCIL  
OF COUNTY AND MUNICIPAL  
EMPLOYEES, AFSCME, AFL-CIO



ROBERT WEIDNER, CHAIRMAN



ROBERT MATTICE, PRESIDENT



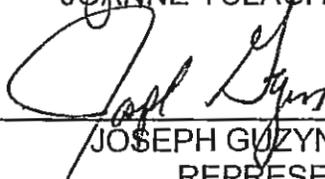
LINDA SINKULA, VICE CHAIR



JOANNE TULACHKA, SECRETARY



EDWARD J. DORNER,  
COUNTY ADMINISTRATOR



JOSEPH GUZYNSKI, DISTRICT  
REPRESENTATIVE

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## **Addendum**

Qualification requirements for advancement from Human Services Professional 2 to Human Services Professional3

### **AGING SERVICES UNIT**

1. Participation in a mutually agreeable Managerial In-service/Training Program.
2. Demonstrates basic knowledge of unit budgets.
3. Demonstrates an ability to mentor peers/co-workers in related job duties.
4. Demonstrates a willingness to provide community education related to unit services.
5. Provides expertise on services to all elderly citizens in the county to include programs available from all areas of the Department of Human Services.
6. Demonstrates ability to write, implement and monitor the various grants that are necessary to fund required elderly services.
7. Demonstrates ability to coordinate team members of the unit to provide efficient and quality services to all elderly citizens.
8. Has acquired knowledge through training or experience of the strengths, weaknesses, preferences and needs of the elderly population.
9. Demonstrates ability to complete the duties and responsibilities of the manager/director in his/her absence.

### **JUVENILE JUSTICE UNIT**

1. Participation in a mutually agreeable Managerial In-service/Training Program.
2. Demonstrates basic knowledge of unit budgets.
3. Demonstrates an ability to mentor peers/co-workers in related job duties.
4. Demonstrates a willingness to provide community education related to unit services.
5. Has certification as an Intake Worker as outlined in Wisconsin State Statute 48-938.067

6. Has Social Worker Certification
7. Provides expertise on the children's code and juvenile justice code.
8. Demonstrates ability to deal with juvenile law violation referrals
9. Demonstrates ability to propose and draft changes in policies and procedures for juvenile court operation.
10. Demonstrates ability to assign juvenile court referrals to other workers for processing.
11. Demonstrates ability to complete the duties and responsibilities of the manager/director in his/her absence.

#### PROTECTIVE SERVICE/FOSTER CARE UNIT

1. Participation in a mutually agreeable Managerial In-service/Training Program.
2. Demonstrates basic knowledge of unit budgets.
3. Demonstrates an ability to mentor peers/co-workers in related job duties.
4. Demonstrates a willingness to provide community education related to unit services.
5. Provides expertise on the children's code and juvenile justice code.
6. Demonstrates ability to perform child protective service risk assessment.
7. Demonstrates ability to perform investigative and dispositional duties with child protective service case.
8. Has Social Worker Certification.
9. Demonstrates ability to complete the duties and responsibilities of the manager/director in his/her absence.

#### CHILD WELFARE SUPERVISOR

1. Qualifications requirements for the child welfare supervisor shall be as follows:
2. Has the qualifications for (as detailed in the contract addendum) and is employed by Kewaunee County Department of Human Services as a

Human Service Professional 3 in the area of either Juvenile Justice or Protective Service/Foster Care.

3. Demonstrated qualifying work history that includes responsibilities for the investigation and provision of on-going services in the area of child abuse and neglect.
4. Demonstrated ability to make screening decisions regarding which reports of abuse or neglects meet statutory requirements as defined by Chapter 48, Wisconsin Statutes and any applicable administrative rules of the Wisconsin Department of Children and Families. Screening decisions are at intake, initial investigation and on-going stages of the case.
5. Demonstrated ability to assist workers in making decisions as to which children meet the statutory requirement to be taken into custody for their own safety and in determining which children need to be removed for their own safety using sound social work practice and procedures.
6. Demonstrated knowledge of and ability to provide leadership within the agency of the statewide automated child welfare reporting system e-WISACWIS and any successor systems.

#### AODA UNIT

1. Participation in a mutually agreeable Managerial In-service/Training Program.
2. Demonstrates basic knowledge of unit budgets.
3. Demonstrates an ability to mentor peers/co-workers in related job duties.
4. Demonstrates a willingness to provide community education related to unit services.
5. Has CSAC Certification.
6. Demonstrates ability to complete the duties and responsibilities of the manager in his/her absence.

#### MENTAL HEALTH UNIT

1. Participation in a mutually agreeable Managerial In-service/Training Program.
2. Demonstrates basic knowledge of unit budgets.
3. Demonstrates an ability to mentor peers/co-workers in related job duties.

4. Demonstrates a willingness to provide community education related to unit services.
5. Has a Master's Degree in Social Work, psychology or a related field which allows certification by the state of Wisconsin after completion of 3000 hours of supervised clinical experience.
6. Has the necessary qualifications for CSP clinical coordinator as follows: Have a Masters degree in social work, clinical psychology or psychiatric mental health nursing and have either 3000 hours of supervised clinical experience in a practice where the majority of clients are adults with chronic mental illness or 1500 supervised hours in a CSP.
7. Demonstrates ability to complete the duties and responsibilities of the manager in his/her absence.

#### DEVELOPMENTAL DISABILITIES UNIT

1. Participation in a mutually agreeable Managerial In-service/Training Program.
2. Demonstrates basic knowledge of unit budgets.
3. Demonstrates an ability to mentor peers/co-workers in related job duties.
4. Demonstrates a willingness to provide community education related to unit services.
5. Demonstrates knowledge of all Developmental Disabilities services to include:

Children's Services  
 Adult Services  
 Case Management  
 Funding Sources

6. Demonstrates ability to perform intakes and assessments, determine eligibility and make recommendations for services.
7. Has appropriate post-secondary degree.
8. Demonstrates ability to complete the duties and responsibilities of the manager in his/her absence.

#### LONG TERM SUPPORT UNIT

1. Participation in a mutually agreeable Managerial In-service/Training Program.
2. Demonstrates basic knowledge of unit budgets.
3. Demonstrates an ability to mentor peers/co-workers in related job duties.
4. Demonstrates a willingness to provide community education related to unit services.
5. Provides expertise on Long Term Support services provided to Community Options Program participants, Waiver Program participants, and other related services.
6. Demonstrates ability in completing assessments and determine participant eligibility for services.
7. Has appropriate post-secondary degree.
8. Demonstrates ability to complete the duties and responsibilities of the manager in his/her absence.

