

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN**

KEWAUNEE COUNTY, A MUNICIPAL EMPLOYER

AND

**KEWAUNEE COUNTY COURTHOUSE EMPLOYEES
LOCAL 2959, AFSCME, AFL-CIO**

JANUARY 1, 2010 TO DECEMBER 31, 2012

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AGREEMENT

PREAMBLE

THIS AGREEMENT, made and entered into at Kewaunee, Wisconsin, by and between the Kewaunee County Board of Supervisors, party of the first part, hereinafter referred to as the "Board and/or the County", and the Kewaunee County Courthouse Employees, Local 2959 of the Wisconsin Council of County and Municipal Employees #40, AFSCME, AFL-CIO, party of the second part, hereinafter referred to as the "Union".

The general purpose of this Agreement is to provide the mutual interests of the employees of the Kewaunee County Courthouse and associated departments and the Kewaunee County Board of Supervisors, to increase general efficiency, 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 a peaceful adjustment of all grievances and disputes which may arise, outlining employee working conditions and policies thereto. We, the County of Kewaunee, and Local 2959 of the American Federation of State, County and Municipal Employees, AFL-CIO, set forth the following as our will and agreement:

ARTICLE 1: RECOGNITION

The Board recognizes the Union as the exclusive bargaining agent of all employees of Kewaunee County employed in the Courthouse and associated departments, excluding elected officials, supervisory, managerial, confidential, and deputized law enforcement employees, professional employees in the Department of Human Services and Public Health, and Highway Department employees, other than secretarial-clerical employees pursuant to the elections conducted by the Wisconsin Employment Relations Commission on January 10, 1975, and certified by said Commission on January 23, 1975, and as amended on October 2, 1979, in regard to any and all issues involving wages, hours, or conditions of employment.

ARTICLE 1A: 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 to the employee's next payroll deposit or the next submission of funds to the Union.

ARTICLE 2: 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 who has satisfactorily completed probation shall date from his or her original date of employment in this bargaining unit and the employee shall then be entitled to all benefits accruing to permanent employees.

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 part-time employees whose work schedule is 52 weeks a year shall be entitled to all fringe benefits on a pro-rata basis. All other part-time employees shall not be entitled to any fringe benefits, except the board will pay only the retirement fringe benefit if the employee is eligible for the Wisconsin Retirement.

ARTICLE 3: HOURS OF WORK

A. REGULAR COURT HOUSE OFFICE HOURS

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

B. WORK WEEK

The work week shall be five (5) eight (8) hour days, Monday through Friday, except for maintenance and custodial employees who shall have forty (40) hours per week on a schedule set by the County Administrator.

C. BREAKS

Each employee shall be permitted 30 minutes for lunch and two ten minute rest periods during the work day.

D. OVERTIME

1. All hours worked outside of the scheduled hours of work shall be paid at the rate of time and one-half (1 ½) or, at the election of the employee granted as compensatory time off at the rate of time and one-half (1 ½).
2. The department head must give written approval before any compensatory time off can be granted.
3. Departmental overtime policy must be authorized by the Personnel Committee.

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 1/2) unless such call-in is consecutive to the employee's scheduled hours of work.

ARTICLE 4: WAGES

A. CLASSIFICATIONS AND WAGE RATES

Class Grade 7	Class Grade 6	Class Grade 5
Accounting Specialist Child Support Specialist	Assistant EM Director Account Clerk III	Account Clerk II Clerk of Court Assistant Emergency Management Assistant
Custodian/Maintenance Payroll Technician Economic Support Specialist	Child Support Worker Deputy Clerk of Courts Deputy County Treasurer Deputy Register in Probate Deputy Register of Deeds Human Services Administrative Assistant Judicial Administrative Assistant LIO Administrative Assistant Program Specialist	Legal Secretary Medical Records Assistant Register in Probate Secretary Register of Deeds Secretary Sheriff's Assistant

UW Extension Program Assistant
 Veteran's Services Administrative
 Assistant
 Zoning Administrative Assistant

Class Grade 4	Class Grade 3	Class Grade 2
Account Clerk I	Human Services Clerk	Custodian
Aging Unit Secretary		
Clerk of Court Secretary		
District Attorney Secretary		
Health and HS Secretary		
Hwy/Promotions & Recreation Secretary		
Human Services Secretary		
Land & Water Conservation Secretary		
Public Health Secretary		
WIC Aide		

Grade	%	Effective Date	Start	Step 2	Step 3	Step 4	Step 5
7	2%	1/1/2010	16.24	17.09	17.92	18.78	19.60
	1%	7/1/2010	16.40	17.26	18.10	18.97	19.80
	2%	1/1/2011	16.73	17.61	18.46	19.35	20.20
	1%	7/1/2011	16.90	17.79	18.64	19.54	20.40
	1.5%	1/1/2012	17.15	18.06	18.92	19.83	20.71
	1.5%	7/1/2012	17.41	18.33	19.20	20.13	21.02
6	2%	1/1/2010	15.31	16.04	16.79	17.52	18.28
	1%	7/1/2010	15.46	16.20	16.96	17.70	18.46
	2%	1/1/2011	15.77	16.52	17.30	18.05	18.83
	1%	7/1/2011	15.93	16.69	17.47	18.23	19.02
	1.5%	1/1/2012	16.17	16.94	17.73	18.50	19.31
	1.5%	7/1/2012	16.41	17.19	18.00	18.78	19.60
5	2%	1/1/2010	14.45	15.09	15.75	16.39	17.06
	1%	7/1/2010	14.59	15.24	15.91	16.55	17.23
	2%	1/1/2011	14.88	15.54	16.23	16.88	17.57
	1%	7/1/2011	15.03	15.70	16.39	17.05	17.75
	1.5%	1/1/2012	15.26	15.94	16.64	17.31	18.02
	1.5%	7/1/2012	15.49	16.18	16.89	17.57	18.29
4	2%	1/1/2010	13.68	14.23	14.81	15.39	15.97
	1%	7/1/2010	13.82	14.37	14.96	15.54	16.13
	2%	1/1/2011	14.10	14.66	15.26	15.85	16.45

	1%	7/1/2011	14.24	14.81	15.41	16.01	16.61
	1.5%	1/1/2012	14.45	15.03	15.64	16.25	16.86
	1.5%	7/1/2012	14.67	15.26	15.87	16.49	17.11
3	2%	1/1/2010	12.95	13.43	13.94	14.46	14.96
	1%	7/1/2010	13.08	13.56	14.08	14.60	15.11
	2%	1/1/2011	13.34	13.83	14.36	14.89	15.41
	1%	7/1/2011	13.47	13.97	14.50	15.04	15.56
	1.5%	1/1/2012	13.67	14.18	14.72	15.27	15.79
	1.5%	7/1/2012	13.88	14.39	14.94	15.50	16.03
2	2%	1/1/2010	12.07	12.57	13.06	13.59	13.99
	1%	7/1/2010	12.19	12.70	13.19	13.73	14.13
	2%	1/1/2011	12.43	12.95	13.45	14.00	14.41
	1%	7/1/2011	12.55	13.08	13.58	14.14	14.55
	1.5%	1/1/2012	12.74	13.28	13.78	14.35	14.77
	1.5%	7/1/2012	12.93	13.48	13.99	14.57	14.99

B. STEP PROGRESSION

1. A newly hired employee will be placed at step 1 in the wage rate progression. He or she will advance to the next on his or her anniversary date in each year until he or she reaches the 5th step

C. PAY DAY

Pay day shall be every other Friday by direct deposit.

D. RED CIRCLE POSITIONS

Employees who are being paid at a higher rate than their above classification rate shall continue to receive the higher rate, including any across the board or cost of living adjustments, during the term of this agreement.

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.

F. RECLASSIFICATION

The Position Classification Review Process provided here is the method for determining pay range assignment of new positions or reclassification actions involving substantial changes in the duties and responsibilities of an existing position.

1. Classification or Reclassification Consideration

a. A request for reclassification of a current position or classification of a new position may be initiated by either an employee or a department head. Requests for reclassification of a position must be submitted to the County Administrator's office between June 1-30 in any budget year. Requests for classification of a new position may occur throughout the year.

b. Reclassification consideration for existing positions requires the employee and the department head to document that there have been significant changes in existing duties since the most recent review. Duties changes may result from significant, immediate reassignment of duties from reorganization or from a logical and gradual change of responsibilities over a period of time. To be considered for reclassification, changes resulting from logical and gradual change must have been in effect since at least January 1 preceding the reclassification request so that it is clear that the changes that exist are likely to remain for some period of time. Reclassification shall not be considered for temporary changes.

c. A request for classification or reclassification consideration shall be in writing and include New Position Classification Review Form or an Existing Position Classification Review Form and a new Job Description Questionnaire with notes indicating duties that have changed since the last review. The Questionnaire must be completed and signed by the employee and reviewed and signed by the department head and the County Administrator. At each level of review, the department head and the County Administrator will verify or comment on the accuracy of responses.

2. Review of Requests

The County Administrator will submit the Questionnaire and any supporting documentation to Carlson Dettmann Associates LLC (CDA) for evaluation. CDA will recommend a grade assignment appropriate for the position and, if requested, a new or revised position description. CDA may request further information from the County Administrator and may request that other positions affected by the reclassification changes be reviewed as well.

3. The County's Response to CDA Recommendations

The County will notify the Union, the employee and the department head, in writing, within 30 days of receiving the CDA's recommendations. The implementation of any new classification and reclassification recommendation made by CDA is subject to negotiation and agreement by the Union and the County. If the parties fail to reach agreement, the dispute is subject to the grievance procedure. Reclassification decisions for existing positions will normally take place January 1st of the upcoming year. Classification decisions for new positions will normally take place when the position needs to be filled. If a reclassification request is denied, the reclassification may not be resubmitted until June 1 of the following year.

4. The reclassification of positions shall be a proper subject for bargaining at any time during which the contract is open for general negotiations.

ARTICLE 5: 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 head may authorize an unpaid personal leave for reasons other than illness or those specified in the family leave provisions of Article 6, Section C, for up to one week. Requests for unpaid leave in excess of one week may be authorized by the County Administrator. Requests for unpaid leave in excess of three weeks may be authorized by the Personnel, Advisory and Legislative Committee. All 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 6: LEAVES OF ABSENCE

A. SICK LEAVE

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

2. 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.

3. 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 (1000) hours.

4. 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, physician's assistant, nurse practitioner 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.

5. INELIGIBLE EMPLOYEES For employees not eligible for paid sick leave the department head is to notify the County Clerk immediately on the actual day of absence.

B. 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.

C. 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 Wisconsin Statute 103.10(3) except as specifically expanded by the language of this sub section. Such leave shall be unpaid leave except as provided hereafter. Family leave may be authorized by the Department Head for leaves of less than one (1) week. Leaves in excess of one (1) week must be authorized by the County Administrator. Leaves in excess of 30 calendar days must be approved by the County Administrator. Any leave time in excess of the statutory maximum must be authorized by the full County Board.

D. 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.

E. ADOPTION LEAVE

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

F. 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.

G. DONATION OF SICK LEAVE

Employees shall be allowed to contribute sick leave from their accrual for another employee who has exhausted his or 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 7: HOLIDAYS

A. PAID HOLIDAYS

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

New Year's Day
Good Friday
Memorial Day
Fourth of July
Labor Day

Thanksgiving Day
Day after Thanksgiving Day
Day before Christmas Day
Christmas 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 8: RETIREMENT

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

ARTICLE 9: 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 by any county employees with access to such records. 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 10: DENTAL INSURANCE

A. PREMIUMS

The Board shall pay 100% of the monthly single plan premiums and 50% of the monthly family plan premiums with the employee to 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 11: 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 12: 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 employee occurs on a regular work day (Monday through Friday) the employees in that Department will not work the day of the funeral and all the full-time regular employees in the Department present at the funeral shall be granted one (1) day of funeral leave without pay.

When the funeral of a current permanent full-time employee occurs on a regular work day (Monday through Friday) all full-time regular employees present at the funeral shall be granted four (4) hours of 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 13: 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 14: SENIORITY

A. SENIORITY DEFINED

Seniority shall mean the continuous length of service with the county from an employee's last date of hire in this bargaining unit. 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. Lay offs will be accomplished in the following order.

a. Temporary employees will be laid off first.

b. Then 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 that 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 County Administrator and Department Head determine that an employee is not qualified they will notify the union and the 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. Any 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 lay off.

d. Recall shall be by recalling laid off employees in the order of seniority. Notice of recall shall be in writing and shall be mailed by certified mail to the last known address of a laid off employee. Recalled employees must respond to the recall notice within 15 calendar days. Failure to do so will result in loss of all seniority and eligibility for reinstatement.

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, who has completed his or her probation, including any laid off employee who still has right to recall, may apply for the position in writing to the County Administrator. If a test is to be administered to determine qualification, this and the passing score shall be announced on the posting.
2. At the end of the eight (8) day posting period the applicants shall be interviewed and their qualifications reviewed by the County Administrator and then the position will be filled by the County Administrator with the most senior qualified employee.
3. The provisions of posting of vacancy in a position and transfer to that position by seniority shall not apply to those positions where posting would conflict with the statutory authority of an elected official or judge as that authority is applied by competent courts.

ARTICLE 15: 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 DISTRICT REPRESENTATIVE

Union district 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 16: GRIEVANCE PROCEDURE

A. GENERALLY; SIXTY DAY LIMITATION

1. Any grievance concerning an alleged violation of the terms of this contract shall be raised within sixty (60) 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:** By the department head with a three (3) member grievance committee with the employee present. 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, the Grievant and the Grievance Committee shall be reduced to writing if deemed appropriate by all parties; however, it shall not be required. If the Department Head takes action appropriate to adjust the grievance as agreed during the meeting, 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 five (5) 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, 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 if agreed to by all parties, but a written agreement shall not be required, 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 can not be adjusted between the parties as outlined above may be submitted to an arbitrator within sixty (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 rate.

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.

ARTICLE 17: 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 18: VESTED RIGHT OF MANAGEMENT

A. GENERALLY

Except as otherwise provided in this agreement, the right to employ, to promote, to transfer, discipline and discharge employees, for good and sufficient causes, and the management of the property and equipment of Kewaunee County is reserved by and shall be vested exclusively in the Kewaunee County Board of Supervisors through its duly elected Personnel Committee and through the duly appointed or elected department head. The Personnel Committee of the County Board shall have the right to determine how many employees there will be employed or retained together with the right to exercise full control and discipline in the proper conduct of the county operations. The Personnel Committee shall have the exclusive right to determine the hours of employment and the length of the work week and to make changes in the details of employment of the various employees from time to time as it deems necessary for the efficient operation of the county, and the union and the members agree to cooperate with the board and/or its representatives in all respects to promote the efficient operation of the county departments.

B. UNION BUSINESS ON COUNTY TIME

Solicitation for membership or carrying on of any union business on Kewaunee County time shall be disciplined as follows: First offense shall be a warning, second offense two weeks leave without pay, third offense shall be immediate discharge, unless for the purpose of carrying out the provisions of Article 15, 16, or meeting in bargaining session with the Personnel Committee.

C. PERSONNEL FILES

Employees may examine the contents of their personnel files upon reasonable notice. Copies of any requested materials from the personnel file shall be provided to employees by the Employer at no cost.

D. REPRESENTATION

Employees shall be entitled to Union representation at any time discipline is administered.

E. NOTICE OF DISCIPLINE

Employees and the Union shall be given written notice of the reason(s) for discipline at the time discipline is administered.

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 having any detectable amount of a controlled substance in his or her blood or urine.

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 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 prescribed by a physician. Any employee found to have consumed intoxicants or controlled substances not 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 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 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 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 may require the employee to submit to an evidentiary chemical test of breath or blood. At the time that a department head makes a demand that an employee submit to an evidentiary chemical test of breath or blood, the department shall provide the employee with a written and signed statement giving the reason or reasons the department head 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. An employee who refuses to submit to the test may be disciplined as provided for in the preceding paragraph.

D. PRESCRIBED MEDICINE

Any employee who is prescribed any controlled substance by a licensed physician shall inquire of that physician as to whether or not the medication will be likely to affect the employee's performance of assigned duties. If, in the physician's opinion, to a reasonable degree of medical certainty, the employee's ability to perform the required duties will be

impaired as a result of the medication, the employee shall notify the department head of that fact. The employee shall have the option of being placed on sick leave until such time as the physician releases the employee to return to work or to sign such releases as may be necessary for the department to consult with the physician. The release may be limited to the extent that the physician may discuss only how the medication or controlled substance will affect the employee's performance of assigned duties. After such consultation, if it is determined that the employee is unable to perform the assigned duties the employee shall be placed on sick leave until such time as the employee is able to resume full duties.

ARTICLE 20: TRAINING AND SCHOOL

Employees shall attend all training sessions or schools that are recommended by their department head and approved by the Oversight Committee and the employee shall be paid at the employee's straight time rate for the actual hours of attendance at the training session or school, except that this shall not be in addition to the regular pay for the employee on duty. Department heads shall provide all employees a timely notification of training and educational opportunities as well as the opportunity to obtain county sponsorship. If sponsorship is not available, the employee shall be given the option to attend training, approved by the oversight committee in charge of the employee's department, at the employee's own expense while remaining in "on duty" pay status as described above. Travel time will be paid at the employee's straight time rate for training sessions or schools held, except that this shall not be in addition to the regular pay for the employee on duty. The actual hours of attendance and travel time shall not 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 or handicap. A prohibition of discrimination in employment shall include equal opportunity in recruitment, selection, promotion, transfer, training, upward mobility, wages and benefits.

ARTICLE 22: 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 effective 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 or any 15th day of July thereafter.

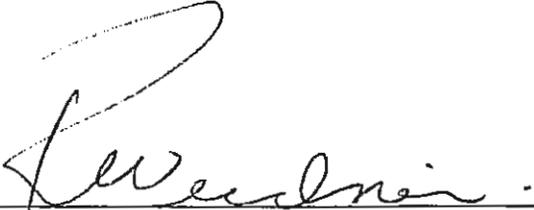
ARTICLE 23: COMPLETE AGREEMENT

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

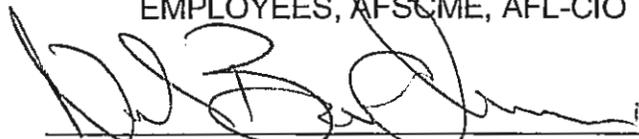
IN WITNESS WHEREOF the parties have hereunto set their hands and seals, by their duly authorized representatives and committees this ____ day of December, 2009.

KEWAUNEE COUNTY BOARD
OF SUPERVISORS

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



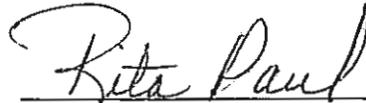
ROBERT WEIDNER, CHAIRMAN



PRESIDENT



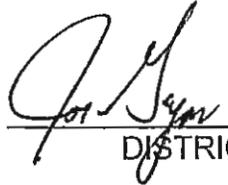
LINDA SINKULA, VICE CHAIR



SECRETARY



EDWARD J. DORNER,
COUNTY ADMINISTRATOR



DISTRICT REPRESENTATIVE

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