

COLLECTIVE BARGAINING AGREEMENT

between

KEWAUNEE COUNTY

and

THE KEWAUNEE COUNTY HIGHWAY
DEPARTMENT EMPLOYEES UNION Local #1470
of the Wisconsin Council of County and Municipal
Employees #40, 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 Highway Department Employees Union, Local #1470 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 promote the mutual interest of the hourly rated members of the Kewaunee County Highway Department and the Board, to provide for the operation of the equipment and physical properties of the County Highway Department under methods which will further to the fullest extent the safety and welfare of the above said members, economy of operation, elimination of waste, and the quantity and quality of the results of the scope of operations carried on by the Kewaunee County Highway Department. It is recognized by this Agreement to be the duty of the Union and its members and the Board to cooperate fully for the advancement of these conditions.

An Addendum to this contract sets forth provisions for employees of the County working at the solid waste landfill site under the direction of the Kewaunee County Kewaunee County Highway and Solid Waste Committee. Except as set forth differently in the Addendum, such employees shall be subject to all the provisions of this agreement.

ARTICLE 1: RECOGNITION

The Board recognizes the Union as the exclusive bargaining representative of the County Highway Department members receiving compensation based on hourly rates, and solid waste landfill employees, exclusive of administrative, executive, salaried supervisory and salaried office personnel. The terms of this Agreement shall be limited in its coverage to such members. The Board grants the Union an agency shop according to Wisconsin Statutes 111.70.

ARTICLE 2: PROBATIONARY AND EMPLOYMENT STATUS

A. NEW EMPLOYEES

1. New full-time permanent employees shall serve a twelve (12) month probationary period. Probationary employees may be discharged or disciplined without recourse to the grievance procedure but shall be entitled to union representation on all other matters.
2. Probationary employees shall receive compensation as follows:
 - a. Class Grade 1 during the first six (6) months of probation.

b. The mean dollar amount of Class Grade 1 and the Class Grade for the job assignment the employee is hired to perform for the final six (6) months of probation.

3. Continued service beyond the probationary period shall be considered evidence of the satisfactory completion of probation. Upon completion of probation the employee shall receive classification pay.

4. Temporary employees, as described hereinafter, that may become full-time employees shall be granted the time of such employment with the County towards the completion of the twelve (12) month probation.

B. TEMPORARY EMPLOYEES

Temporary employee is one hired for a specific period of time, during which extra help is required, for a period of not more than four (4) continuous or six (6) interrupted months in any one calendar year. Temporary employees shall be paid at the temporary help rate and shall receive no other benefits of this agreement. Temporary employees shall not be hired to replace, reduce, or displace regular employment.

ARTICLE 3: HOURS OF WORK

A. REGULAR WORK WEEK

The regular work week for all employees, other than those subject to the guaranteed minimum work week as hereinafter noted, shall consist of forty (40) hours spread over five (5) eight (8) hour work days, Monday through Friday, except in cases of seasonal work, inclement weather or other specific conditions as set forth in this Article, in which case the County Highway Commissioner at his discretion may lengthen or shorten the work week of temporary employees. The regular work week for the Parks Caretaker shall be 40 hours per week over four (4) eight (8) hours days Monday through Friday, and four (4) hours per day on Saturday and Sunday.

B. OVERTIME PAY

1. Any hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at the rate of time and one-half (1 ½), except that any hours worked on Saturday, when Saturday is the sixth consecutive day of the week, and on Sunday, when Sunday is the seventh consecutive day of the week, shall be paid on the basis of time and one half (1 ½) for such hours worked without pyramiding; and that for the purpose of computing the sixth and/or seventh consecutive day worked and hours in excess of forty (40) hours per week during this period, each holiday and each day of authorized absence shall be counted as

a day worked whether or not any work was performed on such day. The Parks Caretaker shall be paid at the rate of time and one-half (1 ½) for all hours worked on Saturday and Sunday, and for any hours worked in excess of eight (8) hours per day or forty (40) hours in any one week.

2. Any employee who is called in to work between the hours of midnight to 7:00 a.m., at any time between November 15 and May 15 shall receive a shift differential of one dollar and fifty cents (\$1.50) per hour for hours worked between midnight and 7:00 a.m.

C. SUMMER HOURS

During the period designated as summer hours the following provisions, Article 3 Section C Paragraphs 1-8, shall supersede the provisions of Article 3, Section A., concerning "five eight (8) hour work days, Monday through Friday" and Article 3 Section B, "Any hours worked in excess of eight (8) hours per day".

1. The Hours of Work shall be Monday through Thursday, ten hours per day. The specific hours may vary, and shall be established each year by the mutual agreement of the Highway Commissioner and the Local Union Executive Board.

2. a. Except as provided in paragraph 2.b., during each work day, employees shall have ten (10) minute rest breaks at 9:00 a.m. and 2:00 p.m., and a fifteen (15) minute lunch break at 12:00 noon.

b. All employees in hot mix operations, or any employee who is unable to stop his or her work at the scheduled times listed in paragraph 2. a., shall have three floating breaks consisting of two ten (10) minute rest breaks and one fifteen (15) minute lunch break. These breaks shall be taken by the employees in a staggered fashion to allow hot mix operations, or any other work, to continue uninterrupted throughout the day.

c. Breaks may not be used to shorten the hours of work.

3. Pay day shall be every other Friday by direct deposit.

4. For employees under the work schedule in this Agreement all hours worked outside of the Hours of Work described in paragraph 1 above shall be paid at the rate of one and one-half (1½) times the employee's normal wage rate.

5. Vacation leave during this period shall be on an hourly basis. Funeral or other paid contractual leaves during this period shall be paid at the rate of ten (10) hours per day.

6. If the contractual holiday falls on a regularly scheduled work day, the employees shall have the day off with ten (10) hours pay. The Highway

Commissioner and Union Bargaining Committee shall agree between them which method to use, depending upon the work load of the Department at that time.

7. All work to be done outside of the hours of work described in Paragraph 1 above, except that covered by Paragraph 7 above, shall be done by regular employees of the Kewaunee County Highway Department.

D. MINIMUM CALL-IN PAY

When anyone covered by the above Section of this Article reports for work at his regular time and is not put to work, he shall be paid for at least two (2) hours of work, unless a notice not to report to work has been given to him prior to the time he would normally report for work. Any employee who reports to work, at his regular time or as a result of an emergency call in, shall not receive any pay, if the employee reports to work in a condition which disqualifies him from working under the requirements of the Commercial Driver's License. When an employee is called back to perform any work after completing his day's work, he shall be paid for a minimum of two (2) hours.

E. MINIMUM FORTY HOURS

All employees, who are classified as permanent full-time employees employed before January 1, 1979 in accordance with seniority and work time schedules; shall be guaranteed a minimum of forty (40) hours of work each week within a calendar year.

F. CALENDAR WEEK

The work week shall be from 12:01 a.m. Monday through 12:00 midnight Sunday of each calendar week.

G. DETERMINATION OF MINIMUM HOURS - HOLIDAY AND VACATION

All paid holiday and vacation leave hours in which no work is performed shall be considered as hours worked in determination of the amount of hours required for the guaranteed minimum hours in a calendar week.

H. DETERMINATION OF MINIMUM HOURS - AUTHORIZED ABSENCES

All time lost due to leaves for sickness or accident, military service, or other authorized absences, shall be considered as hours worked in the determination of the amount of hours required for the guaranteed minimum hours in a calendar week.

I. EXCEPTION TO MINIMUM HOURS

The Board shall not be bound or held liable for the guaranteed minimum hours in a calendar work week, and the wages due there from, when work is not performed due to strikes, direct or indirect; employee resignations or quits; the discharge of an employee for good and sufficient causes, in accordance with procedure contained in other sections of this Agreement; and/or the result of a general lay off due to emergency or other circumstances beyond the control of the Board, or the provisions of Article 3, Section C.

J. AUTHORIZED ABSENCES

A day of authorized absence shall be a day in which authorization for such absence has been obtained from the Highway Commissioner or his delegated assistant in writing prior to the day of absence, except in case of absence due to illness. Absence due to illness shall be counted as an authorized absence only if in compliance with other sections of this Agreement. Absence because of inclement weather shall be considered an authorized absence under this Article when a member covered by this Agreement has reported for work and is sent home or told not to report to work at the direction of the Highway Commissioner or his authorized agent.

ARTICLE 4: WAGES

A. ASSIGNMENTS

The decision as to when work is available and the number of employees that need to be assigned to an individual occupation is to rest in the hands of the Highway Commissioner, provided such assignments shall not conflict with any of the terms of this Agreement without consent of the Union.

B. EARNED PAY

All persons governed by this Agreement shall be guaranteed a daily pay determined as the product of the occupational rate to which he is assigned multiplied by the number of hours worked. Overtime is paid in accordance with the terms of Article 3. Pay day shall be every other Friday by direct deposit.

C. OCCUPATIONAL RATES

1. All persons, except permanent foremen, covered by this Agreement, who are regularly employed by the Highway Department on the date this Agreement becomes effective, will receive occupational rates for a normal forty (40) hour work week in accordance with the following table, made a part of this Agreement.

2. The Six foremen employees covered by this Agreement, who have attained

permanent foremanship shall be paid at their occupational rate twelve (12) months per year regardless of temporary transfers to work rated at an hourly rate below that of foremen.

3. The following employees shall receive the Class Grade 4 rate during the entire construction season which is defined as May 15th through November 15th regardless of their job assignment: Paver Operator, Crusher Loader Operator, Construction Grader Operator, Crawler Tractor Operator, Turn-A-Pull Operator, Hotmix Plant Operator, Hotmix Loader Operator, Backhoe Operator, Crusher Operator, Shouldering Machine Operator, Motorgrader Operator, Raker, and Roller Operator. The following employees shall receive the Class Grade 4 rated during the entire year, regardless of their job assignment: Mechanic, Fuel Truck Driver, Stock Room Clerk. The following employees shall receive the Class Grade 4 rate only when performing the work of the Class Grade 4 position: Oil Distributor Operator.

4. The centerlining crew shall consist of one foreman and one Centerliner. If additional employees are assigned to work with centerlining crew, for any purpose, including training, only one employee working with that crew will be entitled to receive Class Grade 3 pay as the Centerliner.

OCCUPATIONAL CLASSIFICATION HIGHWAY DEPARTMENT EMPLOYEES

CLASS GRADE 1	CLASS GRADE 2	CLASS GRADE 3
Common Labor	Patrolmen Patrolmen Helpers Truck Drivers Crusher Helper Black Top Mixer Tractor Operators Loader Operators	Parks Caretaker Sander/Salter Driver Centerliner
CLASS GRADE 4	CLASS GRADE 4, Con't.	CLASS GRADE 5
Mechanics Paver Operator Crusher Loader Operator Construction Grader Operator Fuel Truck Driver Oil Distributor Operator Crawler Tractor Operators Roller Operator	Turn-A-Pull Operators Stockroom Clerks Hotmix Plant Operators Hotmix Loader Operators Backhoe Operators Crusher Operators Shouldering Machine Operator Motor Grader Operators Raker	Foreman Chief Mechanic

WAGE RATE PER HOUR

	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%
Temporary Help	10.82	10.93	11.15	11.26	11.43	11.60
Class Grade 1	16.66	16.83	17.17	17.34	17.60	17.86
Class Grade 2	21.38	21.59	22.02	22.24	22.57	22.91
Class Grade 3	21.65	21.87	22.31	22.53	22.87	23.21
Class Grade 4	22.25	22.47	22.92	23.15	23.50	23.85
Class Grade 5	23.05	23.28	23.75	23.99	24.35	24.72

D. SAFETY

The decision as to the number of employees for sanding and salting operations is to rest solely in the hands of the Patrol Superintendent and the Highway Commissioner. The Patrol Superintendent and the Highway Commissioner shall consider for the protection of the employees the safety and welfare of the operators at all times in making their decision.

ARTICLE 5: VACATIONS

A. VACATION LEAVE

All permanent employees who have accumulated one (1) year or more seniority will receive vacation pay in the manner hereinafter described. For permanent employees the annual vacation leave with pay shall be:

- 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. LIMITATION ON LEAVE

Forty (40) hours of the one hundred twenty (120) hours, forty (40) hours of the one hundred twenty (140) hours or eighty (80) hours of the one hundred sixty (160) hours, or one hundred twenty (120) hours of the two hundred (200) hours, must be taken between October 1st of the current year and April 1st of the following year.

C. VACATION RATE

The vacation rate is to be computed at the current wage rate paid to the employee

at the time the employee actually takes his vacation, providing the employee has actually worked at least three (3) months immediately before vacation at this wage rate classification, except employees who have been classified as regular construction employees during the construction season and take their vacation during the non-construction season shall receive vacation pay at the construction wage rate in effect at the time the employee actually takes his vacation; however, this exception shall not apply to temporary transferred employees.

D. 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.

E. RETIREMENT; TERMINATION

When an employee terminates his or her employment, he or she shall be paid for all earned but unused vacation pay as of their last anniversary date. An employee who retires from County employment during the year shall receive vacation pay for the year of retirement, prorated for that portion of the year worked prior to retirement.

ARTICLE 6: SICK LEAVE

A. SENIORITY

All permanent employees, as described under this Agreement, who have accumulated one (1) year or more seniority will receive sick leave pay, in the manner hereinafter described.

B. LEAVE OF ABSENCE

Leave of absence for sickness or accident shall be granted to all employees under this Agreement.

C. ACCUMULATION; MAXIMUM HOURS

Payment for leave of absence due to sickness or accident shall be allowed to all permanent employees who have completed one (1) year of continuous service, on the basis of eight (8) hours per month of continuous service, to a cumulative maximum amount of one-thousand (1,000) hours, and at the rate paid for the job

classification the employee was in at the time of such absence for sickness or accident; providing no payments to the employee were made under the Workmen's Compensation Act.

D. HOURS WORKED; REPLACEMENT

Sick leave taken and allowed for any day on which the normal work day as defined in Article 3 of the Agreement, is less than eight (8) hours shall be allowed only for the number of hours normally worked on such day. Such number of hours shall be subtracted from the cumulative number of hours credited to the employee's account. Replacement of such sick leave hours used, under this Article, shall be required upon the 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.

E. CERTIFICATE

Commencing with the third day of sick leave a certificate issued by a qualified licensed doctor of medicine, doctor of dentistry, chiropractor, physician's assistant, or nurse practitioner shall be required from the employee upon return to work in order to qualify for payment benefits under this Section of this Article.

F. INSURANCE CONTRIBUTION

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.

G. RETIREMENT

Upon retirement, an employee shall be credited with the cash equivalent of eighty-five percent (85%) up to a maximum of seven hundred twenty (720) hours of the employee's accumulated but unused sick leave. 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.

H. DONATION OF SICK LEAVE

Employees shall be allowed to contribute sick leave from their accrual for another employee who has exhausted his/her available leaves, including, without limitation, all his/her own accrued sick leave, any compensatory time, and any vacation leave, with the exception of one (1) week, 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. SENIORITY

All permanent employees as described under this Agreement, who have accumulated one (1) year or more seniority will receive paid holidays in the manner hereinafter described.

B. PAID HOLIDAY

Following paid holidays shall be granted to all permanent employees of the Kewaunee County Highway Department, who are subject to this Agreement. Such holidays shall be:

New Year's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving Day
Memorial Day	December 24
Fourth of July	Christmas Day
Labor Day	December 31

C. PAY FOR WORK ON HOLIDAY

Whenever work is performed by an employee, eligible for holiday pay, on such holiday the regular occupational rate for such work shall be paid for hours worked in addition to the holiday pay.

D. ABSENCE PRIOR OR SUBSEQUENT TO HOLIDAY

No holiday pay is to be paid to any employee eligible for such holiday pay whenever such employee is absent on a regular working day prior to or subsequent to the holiday unless the absence is due to sick leave, vacation leave or that authorized by the Highway Commissioner and in such cases the employee will not receive sick pay or vacation pay for such holiday. When any of the above designated holidays falls on Saturday or Sunday, eight (8) hours shall be the base for payment.

ARTICLE 8: RETIREMENT

A. BOARD CONTRIBUTION

The Board shall pay one hundred percent (100%) of the employee's contribution to the Wisconsin Retirement Fund.

B. NOT MUNICIPALITY CONTRIBUTIONS

All payments of contributions made by the County of Kewaunee shall be reported to the Wisconsin Retirement Fund and shall be available for all retirement fund benefit purposes to the same extent as normal contributions which were deducted from the earnings of participating employees, it being understood that such payments made by the County of Kewaunee shall not be considered municipality contributions.

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 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 10: DENTAL INSURANCE

A. PREMIUMS

The County shall pay 50% of the dental insurance premiums for employees with family coverage. The County shall pay 100% of the dental insurance premiums for employees with single coverage.

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. FUNERAL PAY

All permanent employees who have accumulated one (1) year or more seniority will receive funeral leave pay, in the manner hereinafter described.

B. THREE DAYS

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 falling between the date of death and the date of funeral, both inclusive.

C. ONE DAY

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 day falling between the date of death and the date of the funeral both inclusive.

D. VERIFICATION

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

E. RESPECT FOR DECEASED COUNTY HIGHWAY EMPLOYEES

When the funeral of a current permanent full-time highway employee occurs on a regular work day (Monday through Friday) the Kewaunee County Highway Department will not work on the date of the funeral and all full-time regular employees present at the funeral shall be granted one (1) day of funeral leave with regular pay.

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. LAST HIRED; FIRST LAID OFF

In the event of lay-off, return to work, or the filling of a vacancy in either permanent, temporary or new job, job seniority shall prevail; that is, the last person hired in such affected job classification shall be the first laid off, while the last employee laid off in such job classification shall be the first returned to work. The rules of seniority shall be applied by mutual consent through the consideration of two (2) factors, namely, length of service and competency of the employee affected.

B. DEPARTMENT SENIORITY

In the event of a general or partial lay-off due to lack of work or other causes similar thereto, lay offs shall be affected according to the department seniority as outlined above in all cases except where the application of such a rule would impair the efficiency of the operation of the Highway Department.

C. TRANSFERS

1. The Highway Commissioner, or in his absence, those authorized by him to act for him, reserves the right to transfer any employee to any job. Whenever a transfer is made, the employee so transferred shall receive, immediately, the occupational rate for the job to which such transfer is made, subject to the following exceptions:

2. That, during the regular construction season as outlined in Article 3, the regular construction employee shall maintain his regular skilled occupational rate, however, this provision shall not apply to employees who are temporary transfers to a construction classification, except when a temporary transferred employee shall have worked over 51% of the construction season, then after that date the temporary transferred employee shall maintain his regular skilled occupational rate;

3. That, during the non-construction season if a transfer is made to another classified job, then the transferred employee shall receive the occupational rate for the time actually worked at each classified job.

4. That during the non-construction season if a regular employee with Class Grade 4 wage rate works in the shop repairing heavy construction machinery and equipment used to perform work in the Class Grade 4 Classification, then the employee shall receive the Class Grade 4 wage rate during the period the employee actually works repairing heavy construction machinery and equipment; however, this provision shall not apply to the employees who are temporary transfers to Class Grade 4.

5. Nothing in this Agreement shall be construed as opposing the principle of occupational rates nor as invalidating the principles of seniority as stated elsewhere in this Agreement.

D. JOB POSTING

1. Any permanent job to be filled in Class Grade 2, 3, 4, and 5, the Highway Commissioner shall cause to be posted for five (5) working days a notice of such job opening in each of the employee check-in points.

2. All applicants shall file for the job, and deposit such applications with the

Highway Commissioner. The assignment of any employee through application to the posted occupational rate job shall be based on the ability to perform such job and seniority, which means the most senior qualified applicant, shall be awarded the position. Should any employee feel that an injustice has been done him through the applications of these rules, his case shall be handled as hereinafter provided for the handling of any other grievance arising under this Agreement.

E. TRIAL PERIOD

Any employee who is promoted or transfers shall serve a ninety (90) calendar day trial period. The trial period may be extended by mutual consent between the parties for up to an additional thirty (30) calendar days. During the trial period the employee may return to his or her former position with seniority rights by serving written notice of the desire to return on the Highway Commissioner and the local union. The employer may return the employee to his or her former position during the trial period for just cause. The employer shall furnish the employee and union with a written notice of the reasons for the return. Service beyond the trial period (or extension) shall be deemed evidence of satisfactory completion of probation. Upon promotion or transfer the employee shall receive the rate of pay for the new classification.

F. BUMPING

An employee whose job has been eliminated shall have the right to displace any less senior employee in any equal or lower classification, provided he or she is qualified to perform the work. An employee who loses his or her position as the result of a displacement shall have the right to exercise his or her seniority in the same manner as if his or her job had been eliminated.

ARTICLE 15: UNION ACTIVITY

Solicitation for membership or carrying on of any union business on Highway Department time shall be grounds for immediate discharge unless for the purpose of carrying out the provisions of Article 16, or meeting in bargaining session with the management.

ARTICLE 16: GRIEVANCE PROCEDURE AND ARBITRATION

A. GRIEVANCE COMMITTEE; 45 DAY NOTICE

It is hereby agreed that the Union shall be permitted to form a three (3) person Grievance Committee whose purpose shall be to meet with the Highway Commissioner at least once each month during working hours on the last Friday of each month for discussing any problems affecting normal working conditions in the operation of the Highway Department and for the presentation of pending grievances. The Highway Commissioner and head of the Grievance Committee

shall confer one week before the meeting date to set the agenda for the meeting. If there are no issues for discussion for that month, the Highway Commissioner and head of the Grievance Committee shall post a notice to that effect and the meeting need not be held. Notwithstanding the regular monthly meetings, the Highway Commissioner must be informed of any specific grievance by the aggrieved employee and/or the grievance committee within forty-five (45) days after the occurrence of the alleged violation of the contract or of it's becoming known by the aggrieved employee. This notice must be given for the grievance to be processed through the three step procedure outlined below.

B. PROCEDURE

If an employee has a grievance that cannot be settled between the Highway Commissioner and the Grievance Committee it shall be handled as follows:

1. **STEP ONE:** By the Highway Commissioner and the Grievance Committee with the employee present. If the grievance is denied by the Highway Commissioner, 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 twenty (20) days from the date on which the meeting took place. An adjustment of the grievance agreed to between the Highway Commissioner, the Grievant and the Grievance Committee may be reduced to writing if deemed appropriate by all parties, however it shall not be required. If the Highway Commissioner 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.

2. **STEP TWO:** If the grievance is not settled in the above manner, grievance shall be reduced to writing and signed by the aggrieved employee and/or union representative and copies sent to the County Administrator no later than five (5) days from the date of the written denial in Step 1. Within thirty (30) days of the date of receipt of the written grievance, the County Administrator shall schedule a joint meeting of the Highway Commissioner, the Grievance Committee, and the aggrieved employee, to attempt to adjust the grievance. Members of the Highway and Personnel Committees of the County Board of Supervisors may be requested to participate if, in the opinion of the County Administrator, legislative action may be required to resolve the grievance. A denial of the grievance shall be reduced to writing with a copy delivered to the aggrieved employee and head of the Union 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 may 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 Step 3 procedure shall accrue.

3. **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 agreement made hereto or establish or change any wage rate.

C. ALL DISPUTES

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 provisions 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 herein provided:

1. The right to employ, to promote, to transfer, discipline and discharge employees for just cause and the management of the property and equipment of the Highway Department is reserved by and shall be vested exclusively in the Kewaunee County Board of Supervisors through its duly elected Highway Committee and through the duly appointed Highway Commissioner. The Highway Commissioner through authority vested in him by the Highway Committee of the County Board shall have the right to determine how many men there will be employed or retained together with the right to exercise full control and discipline in the proper conduct of the

Highway Department operations. The county through its Highway Committee and Highway Commissioner shall have the sole right to contract for any work it chooses, direct its employees to perform such work, wherever located in its jurisdiction, subject only to the restrictions imposed by this Agreement and the Statutes or the State of Wisconsin.

2. While it shall be the preferred practice of the County to have all work performed by County employees, when the efficient performance of the County's responsibilities require it, the County, through its Highway Committee and Highway Commissioner shall have the right to subcontract work normally performed by the bargaining unit. The Highway Commissioner shall notify the Union President and Grievance Committee when subcontracting becomes necessary. No work may be subcontracted if any member of the bargaining unit is on lay off at the time, nor shall such subcontracting result in reduction of hours or size of the work force.

3. The Board 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 Highway Department, and the Union and the members agree to cooperate with the Board and/or its representative in all respects to promote the efficient operation of the Highway Department."

B. INTOXICANTS

1. INTOXICANTS AND CONTROLLED SUBSTANCES PROHIBITED

No employee of the Highway Department shall consume any intoxicant or substance which adversely affects his/her ability to perform his/her duties during a regularly scheduled work shift. Nor shall any employee report to work at any time, with an alcohol concentration of more than is allowed pursuant to then current DOT standard or while under the influence of an intoxicant or controlled substance which adversely affects his/her ability to perform his/her duties. Any employee found to have consumed intoxicants while on duty or to have reported to work while under the influence may be subject to disciplinary action up to and including termination. Any employee found to have violated the absolute sobriety provision of this section will be subject to disciplinary action up to and including termination.

2. INTOXICANTS AND CONTROLLED SUBSTANCES TESTING

If Management has reasonable suspicion to believe that an employee has violated the absolute sobriety provision or the provision against consuming or being under the influence as described in Paragraph B.1. above, Management or a designee may require the employee to submit to an

evidentiary chemical test of breath or blood. Any employee found not abiding by Paragraph B.1. or this Paragraph shall be subject to one (1) week lay-off without pay for the first (1st) offense; one (1) month lay-off without pay for the second (2nd) offense; and dismissal without rehiring recourse for their third (3rd) offense.

C. THEFT

If any employee is caught stealing, the employee is automatically discharged.

D. 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.

E. REPRESENTATION

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

F. 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: COMMERCIAL DRIVER'S LICENSE

A. TESTING

The County will pay testing fees for any current employee to obtain the CDL and any endorsements required by his or her current job classification. The County will permit time off with pay for any current employee to take the knowledge test and driving test, if required, and will permit the use of County owned equipment for such tests.

B. LOSS OF CDL

If an employee's driver's license is suspended or revoked, and an occupational license is not granted, the employee shall inform the Highway Commissioner or Superintendent of this fact immediately. The County shall make a good faith effort to place the employee in another position, provided that no employee shall be displaced from his/her permanent occupation classification to accommodate this. If that position is at a lower pay grade than the employee is presently receiving, the employee shall receive the pay grade of the job, but in any event, no lower than

Class Grade 2.

C. PHYSICAL EXAMINATIONS

The County will contract with a local physician or clinic to provide physical examinations to any county employees who are required to have them, for any employment related purpose. If an employee is disqualified by reason of a medical condition from obtaining any CDL endorsement, that employee may bid into any open position for which he or she is qualified, which does not require such endorsement. That transfer will be at the rate of the new job classification.

ARTICLE 20: CLOTHING ALLOWANCE

The employees who have the permanent classification of Mechanic shall be provided with coverall rental service at no cost to the employee.

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. OPENING OR RENEWAL

This Agreement shall become effective as of January 1, 2010 and remain in effect until December 31, 2012, and shall automatically be renewed from 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 and the Addendum hereto attached 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 committee, this _____ day of December, 2009.

KEWAUNEE COUNTY BOARD
OF SUPERVISORS

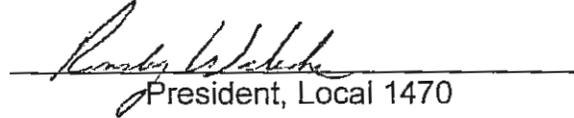


Robert Weidner
Chairman

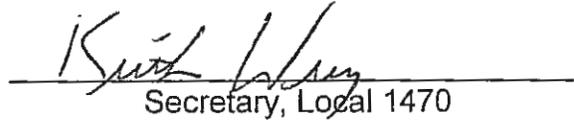


Edward Dornier
County Administrator

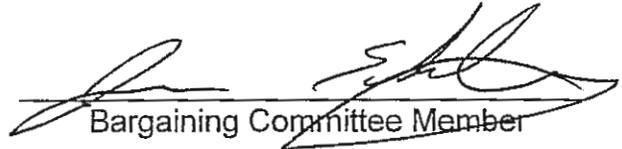
KEWAUNEE COUNTY HIGHWAY
DEPARTMENT EMPLOYEES UNION,
LOCAL 1470, OF THE WISCONSIN
COUNCIL OF COUNTY AND
MUNICIPAL EMPLOYEES, AFSCME,
AFL-CIO



President, Local 1470



Secretary, Local 1470



Bargaining Committee Member



Bargaining Committee Member



Staff Representative
Wisconsin Council of County
and Municipal Employees,
AFSCME, AFL-CIO

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ADDENDUM A: SOLID WASTE LANDFILL

A. PROBATION

Landfill employees will receive their full hourly rate throughout probation.

B. HOURS OF WORK

The regular work week for landfill employees shall be as follows:

MONDAY, TUESDAY, WEDNESDAY, FRIDAY
EIGHT HOURS
8:00 a.m. to noon, and 12:30 p.m. to 4:30 p.m.

2ND SATURDAY OF EACH MONTH
FIVE AND ONE HALF HOURS
8:00 a.m. to noon, and 12:30 p.m. to 2:00 p.m.

C. OVERTIME PAY

Any hours worked in excess of forty (40) hours per week shall be paid at the rate of time and one-half (1 1/2).

D. OCCUPATIONAL CLASSIFICATION AND JOB DESCRIPTION

1. SOLID WASTE SYSTEM MANAGER

a. GENERAL DESCRIPTION

Under the appointing authority of the Kewaunee County Highway and Solid Waste Committee, subject to determination of policy set by the Kewaunee County Board of Supervisors and the Kewaunee County Highway and Solid Waste Committee, the Solid Waste System Manager is responsible for the operation of the solid waste receiving facilities, scalehouse operation, and the refuse baler operation.

b. EXAMPLES OF DUTIES

At the direction of the Kewaunee County Highway and Solid Waste Committee, the Solid Waste System Manager shall oversee the receipt of refuse at the Kewaunee County Bale Processing Facility; direct refuse vehicles to the weigh scale and tipping area; operate the weigh scale and instrumentation; record weight on non-baleable refuse and direct same to landfill; record weight of refuse and recyclables; maintain the scalehouse and tipping area in a neat, presentable, safe condition; operate and maintain the refuse baler; and perform other related work as required and

manage office responsibilities, including monthly customer billing and receiving of receipts and cash from accounts.

c. KNOWLEDGE, SKILLS AND ABILITIES

Basic mechanical ability to maintain hydraulic systems, lubricate equipment, and provide routine maintenance and repair of equipment; ability to operate or to learn to operate large equipment including fork lift and transfer trailers; physical ability to maintain bale processing area and scalehouse in a neat and safe condition, basic record-keeping and bookkeeping abilities to maintain suitable records of refuse received; and ability to maintain a good working relationship with other employees and the general public.

2. ASSISTANT SOLID WASTE SYSTEM MANAGER

a. GENERAL DESCRIPTION

Under the appointing authority of the Kewaunee County Highway and Solid Waste Committee, subject to determination of policy set by the Kewaunee County Board of Supervisors, the Kewaunee County Highway and Solid Waste Committee, the Assistant Manager is responsible for the transportation of baled and unbaled waste from the processing facility to the balefill and for the operation of the balefill and, in the absence of the Solid Waste Manager, assume the duties of the Solid Waste Manager.

b. EXAMPLES OF DUTIES

The Assistant Manager shall operate and maintain the loader to handle refuse and to load refuse bales onto the transport vehicle; operate and maintain the transport vehicle for the transport of bales from the processing facility to the balefill; unload refuse bales at the balefill site; operate the crawler loader at the balefill for the stacking and covering of bales; pick up litter at the balefill site; and perform other related work as required.

c. KNOWLEDGE, SKILLS AND ABILITIES

Basic mechanical ability to operate and maintain heavy equipment, ability to operate or learn to operate forklift, transfer vehicle and crawler-loader; physical ability to maintain balefill and bale processing building in a neat presentable condition; and ability to maintain a good working relationship with other employees and the general public.

E. WAGE RATE

Landfill	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%
Temporary Help	16.66	16.83	17.17	17.34	17.60	17.86
Assistant Solid Waste Manager	22.25	22.47	22.92	23.15	23.50	23.85
Solid Waste Manager	23.05	23.28	23.75	23.99	24.35	24.72

F. HOLIDAYS

Following paid holidays shall be granted to all permanent employees of the Kewaunee County Solid Waste Landfill, who are subject to this Agreement. Such holidays shall be: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas and two floating holidays. Employees must submit a request to use a floating holiday to the Highway Commissioner at least two weeks in advance.

G. VACANCIES AND JOB POSTING

1. Any vacancies occurring in the solid waste manager position or assistant solid waste manager position or any other employee positions that might be created by the Kewaunee County Kewaunee County Highway and Solid Waste Committee will be filled by the application process as used by Kewaunee County using the job description criteria listed above.

2. Vacancies shall be posted for five days. If two or more bargaining unit members apply who have the qualifications set forth in the job descriptions, the job will be awarded to the most senior applicant.

H. TRANSFERS

1. The transfer provisions of Article 14 of the principal agreement shall not apply to the employees covered by this agreement.

2. When the assistant manager performs the job of the manager for more than one scheduled work day, he will receive the hourly rate of the manager retroactive to the first day.

I. VESTED RIGHT OF MANAGEMENT (In lieu similar paragraph of Article 18 in Principal Agreement)

The right to employ, to promote, to transfer, discipline and discharge employees for just cause and the management of the property and equipment of the Solid Waste Department is reserved by and shall be vested exclusively in the Kewaunee County Board or Supervisors through its duly elected Kewaunee County Highway

and Solid Waste Committee and through the duly appointed County Administrator. The Kewaunee County Highway and Solid Waste Committee through authority vested in them by the Kewaunee County Highway and Solid Waste Committee of the County Board shall have the right to determine how many men there will be employed or retained together with the right to exercise full control and discipline in the proper conduct of the Solid Waste operations. The county through its Kewaunee County Highway and Solid Waste Committee and the County Administrator shall have the sole right to contract for any work it chooses, direct its employees to perform such work, wherever located in its jurisdiction, subject only to the restrictions imposed by this Agreement and the Statutes of the State of Wisconsin. The Kewaunee County Highway and Solid Waste 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 Solid Waste Department, and the Union and the members agree to cooperate with the Board and/or its representative in all respects to promote the efficient operation of the Solid Waste Department.