

BILATERAL AGREEMENT BETWEEN
THE COUNTY OF MONROE
AND
THE MONROE COUNTY COURTHOUSE EMPLOYEES
Local 138, AFSCME, AFL-CIO
2011

TABLE OF CONTENTS

AGREEMENT.....	p.	1	
PREAMBLE.....	p.	1	
ARTICLE 1 RECOGNITION.....	p.	1	
ARTICLE 2 REPRESENTATION.....	p.	1	
ARTICLE 3 DUES AGREEMENT.....	p.	1	- 2
ARTICLE 4 MANAGEMENT RIGHTS.....	p.	2	- 3
ARTICLE 5 UNION ACTIVITY.....	p.	3	
ARTICLE 6 NO STRIKE AGREEMENT.....	p.	3	
ARTICLE 7 GRIEVANCE AND ARBITRATION PROCEDURE.....	p.	3	- 4
ARTICLE 8 HOURS OF WORK.....	p.	5	
ARTICLE 9 HOLIDAYS.....	p.	5	
ARTICLE 10 SICK LEAVE.....	p.	5	- 6
ARTICLE 11 LEAVE OF ABSENCE.....	p.	6	- 7
ARTICLE 12 VACATIONS.....	p.	7	- 8
ARTICLE 13 FUNERAL LEAVE.....	p.	8	- 9
ARTICLE 14 RETIREMENT.....	p.	9	
ARTICLE 15 PROBATION.....	p.	9	
ARTICLE 16 SENIORITY.....	p.	9	- 11
ARTICLE 17 JOB POSTING.....	p.	11	
ARTICLE 18 INSURANCE.....	p.	12	
ARTICLE 19 WORKER'S COMPENSATION.....	p.	12	
ARTICLE 20 TRAVEL EXPENSES.....	p.	12	
ARTICLE 21 GENERAL PROVISIONS.....	p.	13	
ARTICLE 22 COMPENSATION.....	p.	13	
ARTICLE 23 NON-DISCRIMINATION.....	p.	13	- 14
ARTICLE 24 WAIVER OF BARGAINING AND VALIDITY.....	p.	14	
ARTICLE 25 DURATION.....	p.	14	
WITNESS OUR HANDS AND SEALS.....	p.	15	
Schedule A - wage Rates.....	p.	16	
Schedule B - Wage Rates.....	p.	17	
Union Positions/Grades.....	p.	18	- 19

AGREEMENT

This Agreement, made and entered into by and between the County of Monroe, as a municipal employer, hereinafter called the County, and Monroe County Courthouse Employees, Local 138, AFSCME, AFL-CIO hereinafter called the Union, is set forth as follows:

PREAMBLE

Both parties to this Agreement are desirous of reaching an amicable understanding with respect to the employee-employer relationship that is to exist between them, and enter into an Agreement covering rates of pay, hours of work, and conditions of employment, as well as procedures for reducing potential conflict.

Nothing herein shall prevent negotiations and grievance processing from being conducted during regular hours without loss of pay to employees when possible.

ARTICLE 1 - RECOGNITION

Section 1. The County hereby recognizes the Union as the exclusive bargaining agent for all regular full-time and regular part-time Monroe County employees who are not included in another Monroe County bargaining unit, excluding professional, supervisory, managerial and confidential employees for the purpose of bargaining collectively on all matters pertaining to wages, hours, and working conditions of employment. (WERC Case 146, No. 59206, ME-3789)

Section 2. The Union agrees that neither it, nor any of its members will engage in any Union activity on the employer's time except as agreed in other parts of this Agreement. The Union, its officers or members, shall not intimidate or coerce employees into joining the Union. Similarly, management will not engage in any coercion or intimidation of employees either to encourage or discourage Union membership.

ARTICLE 2 - REPRESENTATION

Section 1. The Union shall be represented in all bargaining and negotiations with the County by such persons or committee as said Union may deem desirable.

Section 2. The County shall be represented in such bargaining and negotiations by such representation as the County shall designate.

ARTICLE 3 - DUES AGREEMENT

Section 1. Membership Not Required: Membership in any employee organization is not compulsory. Employees have the right to join, not join, maintain, or drop their membership in an employee organization as they see fit. No employee will be denied membership because of age, race, sex, creed, ancestry, disability, arrest and conviction records, marital status, sexual preference, national origin or political affiliation. This Article is subject to the duty of the Wisconsin Employment Relations Commission to suspend the application of this Article wherever the

Commission finds that the Union has denied an employee membership because of age, race, sex, creed, ancestry, disability, arrest and conviction records, marital status, sexual preference, national origin, or political affiliation.

Section 2. Effective Date and Employees Covered: Effective upon enactment of this Agreement and unless otherwise terminated as hereinafter provided, the employer shall deduct from the monthly earnings of all regular full-time and regular part-time employees specified herein an amount equal to such employee's proportionate share of the cost of the collective bargaining process and contract administration as measured by the amount of local dues uniformly required of all members, which is established by the Union and shall pay such amount to the treasurer of the bargaining representative of such employee on or before the end of the month following the month in which such deduction was made.

A. New employees: Such deductions shall be made and forwarded to the treasurer of the bargaining representative from the earnings of the new employees in the first pay period following the completion of each employee's probationary period.

B. Other employees: Employees other than regular full-time or regular part-time employees are excluded from the Fair Share Dues Agreement and no dues shall be collected from them. Employees in any status in which they receive no pay are excluded.

Section 3. Forfeiture: The Union agrees to abide by the provisions relative to forfeiture as provided for in Wisconsin Statutes 111.70. The Union agrees to inform the County of any change in the amount of such Fair Share costs thirty (30) days before the effective date of the change.

Section 4. Hold Harmless Clause: It is expressly understood and agreed that the Union will refund to the County or to the employee involved any dues erroneously collected by the County and paid to the Union. The Union agrees to save and hold the County harmless from any claims or demands arising out of the County's compliance with the provisions of this Article.

ARTICLE 4 - MANAGEMENT RIGHTS

Section 1. The County possesses the sole right to operate county government and all management rights repose in it, subject only to the provisions of this Agreement and applicable law. These rights include, but are not limited to the following:

- A. To direct all operations of the County;
- B. To establish reasonable work rules and schedules of work;
- C. To hire, train, promote, transfer, schedule and assign employees to positions within the County;
- D. To suspend, discharge and take other disciplinary action against employees for just cause;
- E. To relieve employees from their duties because of lack of work or any other legitimate reason;
- F. To maintain efficiency of county government operations;
- G. To take whatever action is necessary to comply with state or federal law;

- H. To introduce new or improved methods or facilities;
- I. To change existing methods or facilities;
- J. To determine the kind and amount of service to be performed as pertains to county government operations; and the number and kinds of classifications to perform such services. In case of the creation of a new position or classification, or a change in the content of an existing position or classification, the parties shall negotiate wages for the position or classification;
- K. To contract out for goods and services, provided that such contracting out for goods and services shall not result in layoffs of present employees.
- L. To determine the methods, means and personnel by which county operations are to be conducted.

The County's exercise of the foregoing functions shall be limited only by the express provisions of this Agreement. If the County exceeds this limitation, the matter shall be processed under the grievance procedure.

ARTICLE 5 - UNION ACTIVITY

Section 1. Union Officials: The Union agrees to provide written notification to the County within seven (7) work days following election or selection of Union representatives, stewards or other Union officials.

ARTICLE 6 - NO STRIKE AGREEMENT

Section 1. Strike prohibited: The Union agrees that during the term of this Agreement, it will not engage in, encourage, sanction, support, or suggest any strike, slowdown, mass resignation or mass absenteeism which would involve suspension or interference with the normal work of the department or other county department.

ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Definition of a Grievance: A grievance shall mean a dispute concerning the interpretation or application of this Agreement.

Section 2. Subject Matter: Only one subject matter shall be covered in any one grievance. A written grievance shall contain the name and position of the grievant, a clear and concise statement of the grievance, the issue involved, the relief sought, the date the incident or violation took place, the specific Section of the Agreement alleged to have been violated and the signature of the grievant and the date.

Section 3. Time Limitations: If it is impossible to comply with the time limits specified in the procedure because of work schedules, illness, vacations, etc., these limits may be extended by mutual consent in writing.

Section 4. Settlement of Grievances: Any grievance shall be considered settled at the completion of any step in the procedure, if all parties concerned are mutually satisfied. Dissatisfaction is implied in recourse from one step to the next.

Section 5. Steps in the Procedure:

Step 1: All employee grievances must be filed by the aggrieved employee or the president of the Union, in writing, to the Union Grievance Committee, and a copy must further be filed with the Supervisor by the employee or Union representative no later than thirty (30) calendar days after the employee knew or should have known of the cause of such grievance.

The Union Grievance Committee shall try to settle the grievance with the Supervisor. The Supervisor shall have ten (10) calendar days to meet with the Union Grievance Committee. Following this meeting, the Supervisor shall have ten (10) calendar days to respond to the grievance. If unsuccessful, it shall be submitted to the County Administrator who shall have ten (10) calendar days to respond to the grievance. If the grievance is not settled at this step, the Union shall have thirty (30) calendar days from the receipt of the County Administrator's decision to present the grievance for arbitration.

Step 2: The Union District Representative and the County Personnel Director shall attempt to mutually agree on a Wisconsin Employment Relations Commission staff arbitrator. In the event that an agreeable arbitrator cannot be selected, the Wisconsin Employment Relations Commission shall appoint a staff arbitrator to preside at the hearing.

The Union shall provide a five (5) working day notice for witnesses for Union Officers needed for arbitration hearings directly to the supervisor, provided sufficient time is allowed by the Arbitrator.

The party filing the grievance with the Wisconsin Employment Relations Commission shall be responsible for initial payment of the filing fee. The losing party shall assume the cost of the filing fee and reimburse the filing party if appropriate, within thirty (30) days of receipt of the arbitrator's decision.

The arbitrator shall make his/her findings known, in writing, simultaneously to the County Personnel Director and the Union after his/her final decision and this decision shall be final and binding on both parties. Disputes or differences regarding bargainable issues are expressly not subject to arbitration of any kind, notwithstanding any other provisions herein contained. The arbitrator shall have no right to amend, nullify, modify, ignore, or add to the provisions of the Agreement. His/her authority shall be limited to the extent that he/she should only consider and decide the particular issue or issues presented to him/her in writing by the employer or the Union, and his/her interpretation of the meaning or application of the language of the Agreement.

Step 3: The Union steward or his/her alternate steward shall be allowed to visit any employee or department at any reasonable time for the purpose of inspecting working conditions and settling grievances and shall not lose pay in conducting such visits. Representatives must have received a written grievance and must notify the supervisor of the leaving of work.

ARTICLE 8 - HOURS OF WORK

Section 1. The regular work week for all employees shall be five eight hour days. This shall not be construed as a guaranteed work day or work week.

Section 2. Hours eligible for overtime compensation are any hours worked over forty in a seven day work week. These hours must be compensated at time and one-half the regular rate of pay. Paid holiday hours shall be considered hours worked for purposes of overtime calculation. Paid sick leave hours and paid vacation hours shall not be considered hours worked for purposes of overtime calculation. Employees may be assigned work in excess of eight hours per day without being compensated at time and one-half, if corresponding adjustments are made in the weekly work schedule, providing that the total hours worked do not exceed forty in one week.

Section 3. All employees shall receive one and one-half (1 1/2) times their regular hourly rate of pay, for all work performed on a holiday in addition to their regular holiday pay.

Section 4. All overtime shall be distributed, by department, as evenly as possible among all qualified employees.

Section 5. Time spent traveling to or from required out of county meetings or other business shall be considered as time worked.

Section 6. Rest periods of fifteen (15) minutes duration shall be granted in the morning and afternoon. Said rest periods shall be arranged in order to provide adequate coverage in the office during break time.

ARTICLE 9 - HOLIDAYS

Section 1. The holidays will be: New Year's Day, Friday before Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve (only when Christmas falls on Tuesday through Friday) and Christmas Day. There shall be, in addition to the nine (9) above, one and one-half (1 1/2) floating holidays to be taken at the employee's discretion with prior supervisory approval.

Section 2. To be eligible for holiday pay, the employee must work the day before and the day after the holiday, unless regularly scheduled off on either day. For purposes of this Section, time off for sick leave, vacation, or emergency leave shall be considered as time worked. Holidays falling during an employee's vacation shall be taken as an extra day of vacation at the start or end of said vacation at the discretion of the supervisor.

ARTICLE 10 - SICK LEAVE

Section 1. All full-time employees are entitled to one (1) day sick leave per month, accumulative to one-hundred and thirty (130) days. Employees shall be paid while on such sick leave at the regular rate of pay for the

same number of hours he/she would normally have worked. To qualify for such sick leave, an employee must report that he/she is sick at least one (1) hour prior to his/her scheduled starting time whenever possible. Each sick employee shall be subject to checking by a County representative to verify the alleged sickness. A physician's certificate may be required after the second consecutive day of sick leave. Any employee who, after proper hearing, is found to have violated any sick leave regulation, shall be subject to discipline or discharge.

Employees shall have the option of taking 50 percent payout of up to the first 40 hours of sick leave accumulation annually. Therefore, an employee who uses no sick leave in a calendar year is eligible for a payout of 20 hours at the employee's current rate of pay in the ensuing year, an employee who uses 20 hours of sick leave is eligible for a 10 hour payout, etc.

Section 2. Upon retirement (for this section, eligibility to draw a monthly annuity from the Wisconsin Retirement Fund), total disability or death of an employee, the employee or his/her beneficiary (in case of death) shall be paid twenty-five percent (25%) of his/her accumulated sick leave credits as severance pay.

Section 3. Employees shall be allowed to use sick leave credits for medical, optical and dental appointments, provided that the employee follows the departmental procedure for reporting sick leave. Such sick leave use may not be granted in any increment of less than one-half (1/2) hour.

Section 4. Sick leave will be granted when an employee chooses to give care and attendance to a spouse, child, parent or other member of the employee's immediate household up to a maximum of twenty-four (24) hours per year. The hours, if needed, shall be taken from the annual accrual of sick leave of the employee.

Section 5. It is the stated rule of Monroe County that no sick leave may be taken during any period of vacation unless such sickness is verified by a physician's certification.

Section 6. Employees shall be eligible to use sick leave to donate blood to a charitable organization (e.g., Red Cross) up to a maximum of one hour per month with the supervisor's prior authorization. This does not include giving blood for payment or storage.

Section 7. Employees who use no sick leave for an entire calendar year and also comply with other county approved time off policies shall have one additional floating holiday provided for use in the succeeding calendar year.

ARTICLE 11 - LEAVE OF ABSENCE

Section 1. Application for leave of absence for personal reasons shall be in writing, and shall be presented to the supervisor by the employee; the granting of such leaves and the length of time for such leave shall be contingent upon the reasons for the requests. The supervisor may grant leaves of absence of fourteen (14) calendar days or less without further authorization of the Personnel and Bargaining Committee. Leaves of absence

for more than fourteen (14) calendar days shall be discussed with the Supervisor by the employee. The supervisor shall present such request to the Personnel and Bargaining Committee with a recommendation. All leaves of absence under this Agreement shall be without pay. A leave of absence may not be granted for the taking of other employment. However, the term "other employment" shall not include selection to federal, state, county or municipal offices or Union duties.

Section 2. A period of not more than one (1) year shall be granted as leave of absence due to personal illness, or for disability due to accident, provided a physician's certificate is furnished from time to time to substantiate the need for continuing the leave. Additional time may be extended in such cases by mutual consent of the Union and the Personnel and Bargaining Committee.

Section 3. Seniority shall continue to accrue during leaves of absence for personal illness and/or disability due to accident per time periods as enumerated in Section 2.

Section 4. Any employee elected to public office of union office shall be granted a leave of absence as necessary to fulfill the duties of such office. The period of time for such leave shall be subject to negotiations between the Union and the supervisor and the Personnel and Bargaining Committee. Seniority shall not accrue but neither shall there be a loss of any established seniority.

Section 5. Seniority shall not accrue during leaves of absence for personal reasons; except that seniority shall accrue for leaves of absence of fourteen (14) calendar days or less.

Section 6. Personal leaves of absence for pregnancy may be applied for as set forth in Section 2 above. Whenever an employee becomes pregnant, she shall furnish the Employer with a certificate from her physician, stating the approximate date of delivery, the nature of work she may do, and the length of time she may continue to work during such pregnancy. Thereafter, upon request of the Employer, she shall furnish an additional certificate containing like information every thirty (30) days to forty-five (45) days. The period of maternity leave will be up to fourteen (14) weeks. The period extending beyond fourteen (14) weeks will be resolved on an individual basis and accompanied by appropriate medical certification and submitted to the Personnel and Bargaining Committee. The employee may return to work sooner. Should the employee desire to return to work sooner than six (6) weeks following delivery, the employee must have permission of her physician.

Section 7. Disability due to pregnancy or childbirth shall be paid under the sick leave policy the same as any other temporary disability, consistent with Federal and State Statutes.

ARTICLE 12 - VACATIONS

Section 1. Each full-time employee having a continuous service record of one (1) year or more is entitled to the following vacation with pay, available as accrued after the successful completion of the probationary period and in a minimum of one-half (1/2) hour increments.

- A. After one (1) year, but less than six (6) years of employment: Two (2) weeks (ten (10) workdays).
- B. After six (6) years, but less than fourteen (14) years of employment: Three (3) weeks (fifteen (15) workdays).
- C. After fourteen (14) years, but less than twenty-two (22) years of employment: Four (4) weeks (twenty (20) workdays).
- D. More than twenty-two (22) years of employment: twenty-three (23) workdays.

Although vacation accrual begins following the date of hire, probationary employees are not eligible to use vacation until they have completed six months of the 12 month probationary period. If the employee does not complete the probationary period, or terminates for any reason during that time, any vacation paid out will be deducted from the final paycheck. No prorated credit is due any employee who leaves County employment with less than one full year of county service.

Section 2. An employee as defined in this Article, who has used accumulated sick leave, but who may be entitled to vacation leave as herein provided, may upon request and with the approval of the supervisor, use his/her vacation leave for sick leave. Vacation leave is governed by the date of employment. Vacation is not accumulative from one vacation period to the next, except as provided in Section 1.

Section 3. It is further provided that sick leave cannot be claimed for any illness that occurs during the employee's vacation time, unless such sickness is verified by a physician's certification. Holidays falling during the vacation time shall not be charged against the employee's vacation credits. The employee may use said holiday as an added day of vacation.

Section 4. All employees shall give a two (2) week notice, except that employees in pay grade 4 or above shall give three (3) weeks notice, in writing, of their intention to sever their employment with the County and upon failure to do so, any accumulation of pay shall be forfeited. Similarly, the County shall give the employee two (2) weeks written notice of a termination other than for disciplinary reasons. Upon proper written notice, all accrued vacation may be claimed for any employment period after the successful completion of the probationary period.

Section 5. Seniority shall prevail in granting vacations when more than the usual number of employees desire their vacations at the same time.

Section 6. Employees may donate up to forty (40) hours of accumulated vacation time to a Monroe County employee who has a serious health condition as defined by the Family and Medical Leave Act. The 40 hour maximum is per donating employee per calendar year.

ARTICLE 13 - FUNERAL LEAVE

Section 1. Employees shall receive a three day funeral leave with full pay for the death of a spouse, daughter, son, mother, father, sister, brother, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law,

brother-in-law, stepchild, stepparent, grandparent, grandchild, or other relative who is a member of the employee's immediate household if actually attending the funeral. Certification of attendance may be required to qualify for this benefit. Funeral leave shall be taken within a five work day period (excluding scheduled days off) consisting of the two work days immediately preceding and the two work days immediately following the funeral. If there is a need to use funeral leave on a scheduled holiday, the holiday (excluding floating holiday) shall be taken as an extra day after the funeral leave, with approval of the employee's supervisor. An additional two days of funeral leave in the case of the death of an immediate family member (spouse, child, parent or other relative who is a member of the employee's immediate household) may be taken from an accumulated sick leave balance. These days shall be taken immediately preceding or following use of funeral leave.

Section 2. Employees shall receive one day funeral leave with full pay for the death of grandparent-in-law, aunt, uncle, niece or nephew of the first degree, if actually attending the funeral on a scheduled work day or holiday. Certification of attendance may be required to qualify for this benefit.

Section 3. Definitions for this section shall be as follows; nephew - son of employee's brother or sister or brother-in-law or sister-in-law; niece - daughter of employee's brother or sister or brother-in-law or sister-in-law; aunt - sister or brother's wife of employee's mother or father; uncle - brother or sister's husband of employee's mother or father. Divorce severs in-law relationship.

Section 4. Employees shall receive a one-half day funeral leave with full pay when attending a funeral as a pallbearer, and also shall receive a one-half day funeral leave with full pay when attending a military funeral as a participant. Such attendance shall be limited to three times per calendar year.

ARTICLE 14 - RETIREMENT

Section 1. The County shall pay the full amount of the employer's contribution to the Wisconsin Retirement System, and shall pay the full amount of the employee's contribution to the Wisconsin Retirement System but not to exceed six and two-tenths percent (6.2%) of the total earnings of each participating employee. Effective the first day of the first full pay period after ratification of the 2011 bilateral agreement, employees covered by this agreement shall pay 5.8% of total earnings to the Wisconsin Retirement Fund to be deducted from each payment of earnings of such participating employees.

ARTICLE 15 - PROBATION

Section 1. Whenever additional employees are required in the department who do not possess rights of employment as provided for in Article 16 - (Seniority) of this Agreement, they shall work in such position subject to a probation period of one (1) calendar year, during which period the supervisor may terminate such employment without any right of appeal in any manner on the part of such employment.

Section 2. Employees who have completed the one (1) calendar year probationary period satisfactorily and are continued thereafter shall have a regular status and shall be entitled to all rights, protection, and benefits granted by this Agreement retroactive to original date of employment.

ARTICLE 16 - SENIORITY

Section 1. Seniority shall begin at the time of regular employment in the bargaining unit and shall not be diminished by temporary layoffs due to lack of work or funds. Seniority shall be on a prorated basis for part-time employees.

Section 2. When the employer reduces the number of employees in a classification because of a shortage of work, a lack of funds, the discontinuance of a position, or the downgrading of a position, the least senior employee in that department and classification will be laid off. The parties agree that each position listed in the salary schedule is a separate classification. An employee laid off may displace the least senior employee in another department or classification who works the same number of hours, provided he/she is qualified to perform the duties and further provided that the displacing employee has more seniority than the employee who is to be displaced. It shall be the employee's option to choose if he/she desires to displace the least senior employee in another department or classification if the displacing would result in a reduction of hours. Displacing is limited to positions in either a lower or the same pay grade. An employee who gets displaced can then exercise his/her seniority in a similar manner. Disputes related to displacing decisions of this section shall be subject to the grievance procedure but shall not be arbitrable. The employer retains the right to assign job duties among the remaining employees in each classification.

Section 3. Whenever it becomes necessary to employ additional workers following the posting procedure as outlined in Article 17, former qualified employees who have been laid off for lack of work, a lack of funds, the discontinuance of a position, or the downgrading of a position, within one (1) year prior thereto shall be entitled to be reemployed in such vacancy or new position for which he/she may qualify, in preference to all other persons outside of the bargaining unit.

Section 4. No new employee shall be hired while there are seniority employees who are qualified for the position on the layoff list.

Section 5. When an employee enters a bargaining unit position from a management position, that employee's seniority, for job posting and layoff, shall include any bargaining unit seniority that was previously earned, provided that there is not a break in service. This shall include time in positions eligible for bargaining unit coverage prior to the initial agreement.

Section 6. In determining the amount of sick leave, vacation credits, holidays, retirement and insurance coverage and such other benefits predicated on length of service, said length of service shall be computed from the first day of regular employment with the County regardless of department, except that of holding elective office, provided that there are

no breaks in service.

Section 7. Persons recalled to service according to seniority shall receive a mailed registered letter and must answer within five (5) calendar days and shall be available for work within seven calendar (7) days.

Section 8. The displacement provisions of Section 2 and recall provisions of Section 3 do not apply to seasonal positions covered by this agreement. Seasonal employees continue to occupy their positions during seasonal layoffs and therefore are ineligible to displace at layoff and are the only employees subject to recall for seasonal positions. If a layoff occurs for a reason other than seasonal discontinuance, then Sections 2 and 3 apply.

Section 9. When the Employer reduces the number of hours of a regular employee from the number of hours or range of hours as set forth on the employee's personnel action sheet (PAS), the employee shall have displacement rights pursuant to Section 2 of this Article. The employee affected by Section 2 shall neither partially displace other employees, nor shall the employee receive additional hours of work as a result of the application of this Section. This Section shall not be construed as a guarantee of hours for any position or employee.

ARTICLE 17 - JOB POSTING

Section 1. All position openings shall be posted at the Union bulletin board for five (5) working days on a sheet of paper stating the job title, the job qualifications, job duties (consistent with actual duties performed), rate of pay, and the date the job is to be filled. Interested employees shall sign their name to this notice. Seniority and qualifications shall be considered in the selection of the applicant for the position opening; however, if the qualifications are substantially equal, seniority shall prevail. Probationary employees may post for position vacancies following six (6) months of employment. The filling of vacancies shall be based on the following sequence:

1. Employees within the department.
2. Employees within the bargaining unit.
3. Persons outside of the bargaining unit.

Within five (5) working days after the posting is taken down, the County will inform those who posted that one of them is awarded the job or will inform them of what process is being followed to make a selection. The supervisor and the Union representative shall attempt to mutually agree on the nominee for the position. Disputes related to applicant selection of this section shall not be subject to the grievance procedure. The County reserves the right to simultaneous job posting and advertising.

Section 2. Management shall not deny a bargaining unit applicant the right to sign the job posting.

Section 3. Any employee failing for any reason to qualify for any position opening through the Job Posting procedure may return to his/her former job.

Section 4. The successful applicant shall be allowed sixty (60) days to

qualify for the position. The sixty (60) day probationary period may be shortened or extended, based upon the needs for orientation and training. There must be mutual written agreement of the applicant and supervisor, and it must be signed by the supervisor and the Union President. Interim appointments may be made by the supervisor until such time as a regular appointment is made. The successful applicant, if moving into a higher or lower pay rate, shall be paid the higher or lower rate on his/her first day in said position. A successful applicant, who unilaterally and voluntarily decides to return to his/her previous position during the qualifying period, shall be ineligible to post for a period of one calendar year from the date of voluntary return to the previous position. The one calendar year posting restriction shall not apply to postings of newly created positions or postings in new departments. The one year restriction shall not affect contractual rights under the layoff, bumping, recall, or other applicable provisions of this agreement. The parties agree that the one year restriction is to help ensure adequate staffing and to control the financial and other costs associated with posting and filling positions.

ARTICLE 18 - INSURANCE

Section 1. Health Insurance

The County shall during calendar year 2011 contribute such amount toward the family and single plan premiums of a health plan that includes both major health networks in the region. The County shall also offer single and family dental insurance to all employees who work at least 20 hours per week. The employer and employee shall contribute toward such premiums based on percentages, with the employer paying eighty-seven percent (87%) of the monthly premium and the employee paying thirteen percent (13%) of the monthly premium. The County may, during the term of this agreement, commence a self-funded insurance program or seek bids for different carriers provided that any insurance program shall provide benefits, specifically including deductible amounts and choice of physicians, substantially equal to those benefits provided in the insurance plans during the 2011 calendar year.

Section 2. The County shall provide each regular full-time employee covered by this Agreement with a \$10,000 term life insurance policy with Accidental Death and Dismemberment effective at the same time the health insurance becomes effective for new employees. This coverage will be provided to regular part-time employees who may qualify under the guidelines as established by the insurance carrier.

ARTICLE 19 - WORKER'S COMPENSATION

Section 1. Worker's Compensation Insurance shall continue to be provided by Monroe County. Employees shall report all injuries within twenty-four (24) hours after occurrence, or knowledge of possible compensable illness or injury, to the employee's immediate supervisor.

Section 2. Fringe benefits will continue only for the first fourteen (14) days of the period in which a worker may be receiving Worker's Compensation benefits. Beyond the initial fourteen (14) days, fringe benefits, do not continue to accrue. Examples of these benefits include accumulation of sick leave, vacation, holiday and retirement benefits. The County's portion of

health insurance premiums shall be continued for a maximum of one (1) year for employees eligible for worker's Compensation due to work-related injury or illness.

ARTICLE 20 - TRAVEL EXPENSES

Section 1. Any employee required to use his/her personal automobile on County business shall be reimbursed at a rate of thirty cents (\$.30) per mile or the rate approved for county employees by the Monroe County Board of Supervisors, whichever is greater.

Section 2. Any employee required to be out of the County overnight on County business shall have lodging expenses reimbursed by the County at the State or group rate, if available.

Section 3. Any employee required to be out of the County on County business shall have meals reimbursed according to the rate received by the Monroe County Board of Supervisors.

ARTICLE 21 - GENERAL PROVISIONS

Section 1. An employee called upon to serve jury duty or as a witness shall be paid the difference between jury duty pay or witness fee, less mileage, for time spent on jury duty or as a witness, with pay to be based upon the employee's regular work day of eight hours. The employee is required to surrender the jury duty paycheck, less mileage, to the County Treasurer in order to receive full pay from the County.

Section 2. All working time lost due to injuries incurred on the job shall be considered time worked for the day such injury occurred.

Section 3. The County employees shall be paid every other Thursday after a holdback not exceeding two (2) weeks. New hires shall be required to be paid via direct deposit. Current bargaining unit members will be encouraged to enroll in direct deposit. Effective the first day of the first full pay period after ratification of the 2011 bilateral agreement, all bargaining unit members shall be required to be paid via direct deposit. All bargaining unit members shall receive a hard copy of their paycheck statement or shall be permitted to use a County computer to view, download, and print their pay statement.

Section 4. The County shall furnish a bulletin board of reasonable size and the Union shall be allowed to use such bulletin board for the purposes of posting notices and materials that shall not be denunciatory or inflammatory.

Section 5. Regular part-time employees shall receive benefits on a pro-rata basis.

Section 6. If an employee works on a higher rated job in excess of sixty (60) calendar days, the employee shall receive the rate of pay of the higher rated job during the period of time so assigned to the higher rated job,

retroactive to the first day of the assignment.

Section 7. Maintenance and Information Systems employees reporting to work outside of normal working hours shall be guaranteed two (2) hours pay.

Section 8. When a maintenance employee is assigned to be on-call from the end of a regular shift to the start of the next, the employee shall receive \$15 per day additional. On weekends for 24-hour coverage, the employee shall receive \$20 per day additional. On holidays for 24-hour coverage, the employee shall receive \$25 per day additional (\$20 for partial holidays like Christmas Eve).

ARTICLE 22 - COMPENSATION

Wage rates for the employees in the bargaining unit are attached as Schedule A.

ARTICLE 23 - NON-DISCRIMINATION

Section 1. Monroe County and Local Union 138 are committed to the principles of equal employment opportunities and practices for all persons regardless of age, race, sex, creed, ancestry, disability, arrest and conviction records, marital status, sexual preference, national origin, or political affiliation except where these factors constitute a bona fide occupational qualification. Monroe County and said Union will act in a non-discriminatory manner in all matters regarding personnel, which shall include, but is not limited to the following: hiring, promotion, demotion, dismissal, disciplining, wage and fringe benefit policies, training, working conditions, and all other benefits of employment.

ARTICLE 24 - WAIVER OF BARGAINING AND VALIDITY

Section 1. This Agreement concludes all County bargaining during the term of this Agreement except for negotiating the terms and conditions of the creation of entirely new positions which may occur during the term of this Agreement. The Union specifically waives the right to bargain with respect to any subject or material referred to or covered in this Agreement for the duration of this Agreement.

Section 2. Should any provision of this Agreement be subsequently declared by the proper legislative or judicial authority to be unlawful or unenforceable, said provision shall be immediately renegotiated; all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 25 - DURATION

Section 1. This Agreement shall be binding and in full force and effect from January 1, 2011, through December 31, 2011.

Section 2. Either party may open negotiations for a successor labor agreement beyond the 2011 calendar year by notifying the other party in writing on or before August 1, 2011. Within two (2) weeks of the receipt of such notice an initial meeting shall be mutually agreed upon at which

proposals shall be presented. This section shall not preclude either party from submitting written proposals to the other party before the first meeting.

Section 3. If neither party open negotiations for a successor agreement as specified above, this Agreement shall automatically be renewed for the succeeding calendar year.

WITNESS OUR HANDS AND SEALS this 31ST DAY OF May,
2011, in the City of Sparta, County of Monroe, State of Wisconsin.

MONROE COUNTY PERSONNEL
AND BARGAINING COMMITTEE:

Keith E Kenyon
Keith Kenyon

Sharon Foley

Alan L

Ken Kittleson
Ken Kittleson
Personnel Director

MONROE COUNTY COURTHOUSE
EMPLOYEES, LOCAL 138:

Kathy Hahn
Kathy Hahn, President

Rob Wayss
Rob Wayss, District
Representative

SCHEDULE "A"

Courthouse Union
 Effective January 1, 2011

Grade	A	B	C	D	E	F
1	11.62	12.11	12.62	13.13	13.66	14.17
2	12.26	12.79	13.35	13.89	14.40	14.93
3	12.94	13.51	14.08	14.64	15.21	15.79
4	13.71	14.29	14.89	15.49	16.10	16.71
5	14.51	15.14	15.79	16.43	17.06	17.70
6	15.41	16.09	16.75	17.44	18.12	18.79
7	16.40	17.10	17.84	18.56	19.26	20.00
8	17.42	18.20	18.97	19.73	20.49	21.26

Employees progress to the next step following 2080 hours of work and a satisfactory performance evaluation. Employees may be hired up to Step C with approval of the Personnel and Bargaining Committee if qualifications and experience warrant a higher rate.

COURTHOUSE UNION POSITIONS/GRADES

- 8 Information Systems Specialist
- 7 District Attorney Victim/Witness Coordinator
Maintenance Technician
- 6 Child Support Specialist
Circuit Court Register in Probate
Clerk of Court Deputy/Bookkeeper
Rolling Hills Bookkeeper/Accounts Receivable
Sanitation, Planning & Zoning Humane Officer
Senior Services Benefit Specialist
- 5 Child Support Administrative Assistant/Interstate Specialist
Corporation Counsel Secretary
County Clerk Bookkeeper
Deputy Register of Deeds
Deputy County Treasurer
Deputy Veterans Service Officer
District Attorney Legal Secretary
District Attorney Victim/Witness Specialist
Health Department Bookkeeper
Health Department Health Check Technician
Highway Payroll Clerk/Bookkeeper
Maintenance Preventive Maintenance Technician
Rolling Hills Payroll/Accounts Payable Bookkeeper
Sanitation, Planning & Zoning Administrative Assistant
Senior Services Bookkeeper
Senior Services Nutrition Program Coordinator
Senior Services Transportation Coordinator
- 4 Child Support Clerk
Circuit Court Branch Judicial Assistant
Circuit Court Juvenile Court Clerk
Clerk of Court Civil Clerk
Clerk of Court Criminal Clerk
Clerk of Court Family Clerk
Clerk of Court Small Claims Clerk
Clerk of Court Traffic Clerk
Court Clerk
Deputy County Clerk
District Attorney Clerical Assistant
Emergency Management Administrative Assistant
Extension Administrative Assistant
Forestry & Parks Park Ranger
Highway Accounts Clerk
Medical Examiner Clerical Assistant
Rolling Hills Resident Services Coordinator
Solid Waste Clerical Assistant
Sheriff Administrative Secretary
Treasurer Clerk
- 3 Justice System Community Service Work Crew Supervisor
Sanitation, Planning & Zoning Assistant Humane Officer
Sheriff Administrative Secretary/Receptionist

- 2 Clerk of Court Jury Clerk/Traffic Assistant
Clerk of Court Office Assistant
County Clerk Purchasing/License Clerk
Health Department Medical Transcriptionist/Clerk
Justice System Bond Program Assistant
Maintenance Custodian
- 2 Register of Deeds Recording Clerk
Rolling Hills Medical Transcriptionist/Clerk
Senior Services Mini-Bus Driver
- 1 Clerk of Court Receptionist/Office Assistant
Health Department WIC Clerical Assistant
History Artifact/Exhibit/Research Assistant
Rolling Hills Receptionist/Clerk
Sanitation, Planning & Zoning Receptionist/Clerk Typist
Senior Services Driver
Senior Services Office Clerk
Senior Services Site Manager

Continuation of memorandums of agreement for the duration of this agreement

