

Rolling Hills Rehabilitation Center  
and Special Care Home  
Local Union 1947  
Bilateral Agreement with Monroe County  
Duration 1/1/11 to 12/31/11

MONROE COUNTY, WISCONSIN

WISCONSIN COUNCIL OF COUNTY AND MUNICIPAL EMPLOYEES - #40

AFSCME, AFL-CIO

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## 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 Rolling Hills Employees, Local 1947, 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. However, the conducting of grievance processing or negotiations shall not result in the payment of overtime wages to any employee unless mutually agreed upon otherwise.

## ARTICLE 1 - RECOGNITION

Section 1. The County hereby recognizes the Union as the exclusive bargaining agent for all Monroe County Rolling Hills Employees, except those who were excluded by the WERC, in their direction of election, for the purpose of bargaining collectively on all matters pertaining to wages, hours, and working conditions of employment.

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.

Section 3. 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 departments. In the event that Union members participate in such activities in violation of this provision, the Union shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties. Any employees participating in these prohibited activities may be discharged or otherwise disciplined by the County.

## 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 - MANAGEMENT RIGHTS

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 4 - GRIEVANCE PROCEDURE

Section 1. Definition of 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, or other acceptable reasons, these limits may be extended by mutual consent in writing.

Section 4. Settlement of Grievance: 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. All employee grievances must be filed by the aggrieved employee or the president of the Union, in writing, to the Rolling Hills Administrator no later than thirty (30) calendar days after the employee knew or should have known of the cause of such grievance. The Union shall try to settle the grievance with the Rolling Hills Administrator. The Rolling Hills Administrator shall have ten (10) calendar days to settle the grievance, in writing. If the grievance is not settled at this level, the Union shall have ten(10) calendar days from the receipt of the Rolling Hills Administrator's answer to submit the grievance to the County Administrator in writing. The County Administrator shall have ten (10) days to respond to the grievance appeal in writing. If the grievance is not settled at this step, the Union shall have ten (10) calendar days from the receipt of County Administrator's decision to present the grievance for arbitration.

Section 6. The County and Union representatives shall attempt to select a mutually agreeable arbitrator from the Wisconsin Employment Relations Commission (WERC). If a mutually agreed selection cannot be achieved, the WERC shall appoint an arbitrator. The arbitrator shall make his/her findings known in writing simultaneously to the County Personnel Director and the Union, 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. 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.

Section 7. 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 Administrator of the leaving of work.

ARTICLE 5 - HOURS

Section 1. The standard work day for all employees shall be one consecutive eight (8) hour shift, except where noted below. The standard work week shall be five (5) work days; forty (40) hours each week, and the standard work week shall be Sunday through Saturday. The shifts shall be as follows:

Licensed Practical Nurse	6:00 A.M. - 2:30 P.M. 6:45 A.M. - 3:15 P.M. 7:00 A.M. - 3:30 P.M. 2:45 P.M. - 11:15 P.M. 11:00 P.M. - 7:00 A.M.
Nursing Assistant	A.M. shift - 6:00 A.M. - 2:30 P.M.* A.M. shift - 6:45 A.M. - 3:15 P.M. P.M. shift - 2:45 P.M. - 11:15 P.M. Night shift - 11:00 P.M. - 7:00 A.M.
Kitchen	5:45 A.M. - 2:15 P.M. 6:15 A.M. - 2:45 P.M. 11:00 A.M. - 7:30 P.M.
Dietary Lead Worker	Flexible hours
Laundry	7:00 A.M. - 3:30 P.M.
Housekeeper	7:00 A.M. - 3:30 P.M.
Beautician	Flexible depending upon daily appointment schedule
Active Treatment Program Assistant	Flexible starting time from 6:00 A.M. to 9:00 A.M. depending upon daily activity schedule. 8 hours plus ½ hour unpaid lunch break following starting time.
Activity Therapy Aide	Flexible starting time from 6:00 A.M. to 1:00 P.M. depending on daily activity schedule. 8 hours plus 1/2 hour unpaid lunch break following starting time.
Transportation Aide	Flexible starting time from 6:00 A.M. to 9:00 A.M. depending on daily medical appointment schedule. 8 hours plus 1/2 hour unpaid lunch break following starting time.
Supply Aide	8:00 A.M. - 4:30 P.M.

\*As defined by Memorandums of Agreement

Section 2. The County will implement work schedules that provide every other weekend off (Saturday and Sunday) for full-time Nursing Assistants, Licensed Practical Nurses and Kitchen employees.

Housekeepers will be provided with at least every fourth (4th) weekend off, however, employees may work additional weekends if mutually agreed on with the respective department head.

Part-time employees in the above classifications shall be scheduled every fourth (4th) weekend off.

There shall be no shift rotation.

Part-time employees shall be eligible for every other weekend off when Rolling Hills has obtained adequate staff to provide said scheduling. The eligibility for every other weekend off shall be based on seniority. The parties understand that a schedule for every other weekend off for part-time employees may result in reduced hours for individual part-time employees, therefore, part-time employees who desire additional hours may request to work more than every other weekend.

Section 3. Employees will be allowed to trade days of work within the same classification and on the same shift within the same week, subject to the approval of the supervisor of the employees affected.

Section 4. Work schedules for the following month will be posted at least seven (7) days prior to the month of the schedule.

Section 5. Employees who are called to work on short notice on their normally scheduled time off shall receive payment for the full shift if they report within the first hour of the shift they are called in to fill. If employees are called or notified to come in at least one (1) hour before the shift begins, this Section shall not apply. If an employee is called to report to work after a shift has commenced on their normally scheduled time off, they shall receive a full eight (8) hour paid shift provided they report within the first two (2) hours of said shift.

Section 6. Weekends for night shift employees shall be designated as shifts starting on Friday and Saturday.

## ARTICLE 6 - OVERTIME

Section 1. Overtime will not be expected except in emergencies, and any other overtime will not be approved for pay except when approved by the Administrator. The Administrator has the right to set overtime schedules in the manner most advantageous to the County and consistent with the requirements of municipal employment and the public interest.

Section 2. All hours worked in excess of 40 (forty) hours in a week shall be paid at one and one-half (1 1/2) times the employee's regular hourly 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.

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

Section 4. Overtime shall first be distributed to those employees who have signed and dated the overtime calendar on a departmental seniority basis. If no one has signed the overtime calendar, or if not enough employees have signed the overtime calendar, overtime shall be distributed on a departmental seniority basis.

Section 5. Regular full-time employees shall be offered overtime, when available, prior to overtime hours being offered to part-time employees. It is understood that management shall make a reasonable effort to contact several full-time employees in the affected department prior to offering overtime to part-time employees but management need not contact all regular full-time employees each time, due to the time involved.

## ARTICLE 7 - HOLIDAYS

Section 1. The holidays will be: New Year's Day, Friday before Easter, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day. There shall be, in addition to the eight (8) above, two (2) floating holidays, to be taken at the employee's discretion with prior approval by the Administrator or designee. Employees shall be compensated at the regular rate of pay for the holiday when it falls on his/her regular scheduled day off.

Section 2. To be eligible for holiday pay, the employee must work the regularly scheduled full shift 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 funeral 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 Administrator.

Section 3. The County shall stagger and distribute as evenly as possible among the employees days off for holidays so that each employee will have the advantage of having some holiday off during the contract year, but the final decision shall be up to management, subject to the grievance procedure.

ARTICLE 8 - SICK LEAVE

Section 1. All full-time employees are entitled to one (1) day of sick leave per month, accumulative to one hundred thirty (130) days. Employees shall be paid while on such sick leave at the regular rate of pay for the same hours he/she would normally have worked. To qualify for such sick leave the employee must report that he/she is sick at least one (1) hour prior to his/her scheduled starting time for first shift and two (2) hours prior to his/her starting time for second and third shifts whenever possible. Each sick employee shall be subject to check to verify the alleged sickness by a County representative. A doctor's certificate may be required after the second (2nd) day of sick leave, and any employee who after proper hearing is found to have violated any sick leave regulation, shall be subject to discipline or discharge. For the purposes of this Section, sick leave will be granted when an employee is required to give care and attendance to a member of his/her immediate family (spouse, child, or other member of the employee's immediate household) up to a maximum of twenty-four (24) hours per year. The hours, if used, shall be taken from the annual accrual of sick leave of the employee.

Employees will receive compensation for unused sick leave on an annual basis for their initial accumulation of sick leave hours of up to forty (40) hours at a rate of fifty percent (50%).

Example:

YEAR END BALANCE	COMPENSATION
40 hours	20 hours
30 hours	15 hours
20 hours	10 hours
10 hours	5 hours

Employees may use any amount in excess of the initial forty (40) hours of annual sick leave and receive pay, provided that it must be approved by the Administrator or his/her designee.

Section 2. Upon the retirement, or total disability of an employee, the employee shall be paid twenty-five percent (25%) of his/her accumulated

sick leave credits as severance pay. In the case of death of an employee, his/her beneficiary shall be paid fifty percent (50%) of his/her accumulated sick leave credits. An employee may take a lump sum payment or have the full amount due credited toward the payment of health insurance premiums, for as long as the sum lasts. In no event will the amount due be split.

Section 3. Employees will be allowed to use sick leave credits for medical and dental appointments, providing:

A. The employee presents an appointment card a week in advance of the appointment.

B. The employee fills out the sick leave form following the use of sick leave.

Section 4. It is the stated rule of Monroe County that no sick leave may be claimed during any period of vacation unless such sickness is verified by a doctor's certification.

Section 5. Sick leave shall be used in minimum increments of one-half (1/2) hour.

Section 6. Employees who use no sick leave for an entire calendar year shall have one additional floating holiday provided for use in the succeeding calendar year.

#### ARTICLE 9 - LEAVE OF ABSENCE

Section 1. Application for leave of absence for personal reason shall be made to the Administrator or his/her designee; the granting of such leave and the length of time for such leave shall be contingent upon the reasons for the request. The Administrator or his/her designee 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 Administrator by the employee. The Administrator shall present such requests to the Personnel and Bargaining Committee with a recommendation. The employee shall be notified by the Administrator of the date of the presentation of the recommendation to the Personnel and Bargaining Committee. Any accumulated vacation or floating holiday time must be used before a leave without pay will be granted, however, jury duty, Union duties, or approved voluntary services performed for non-profit organizations will not be applied to this provision regarding use of other paid time first. 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. The Union shall be provided with a copy of leave requests.

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 Personnel and Bargaining Committee.

Section 3. Seniority shall continue to accrue during leaves of absence for personal illness and/or disability due to accident.

Section 4. Any employee elected to public office or 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 Administrator and the Personnel and Bargaining Committee.

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.

Section 7. Disability due to pregnancy or childbirth shall be paid under the sick leave policy on the same basis as they are applied to other temporary disabilities, consistent with Federal and State Statutes.

Section 8. Educational Leave Policy:

A. This policy applies only to employees who are attending school to become a certified nursing assistant, licensed practical nurse, or a diplomaed or degreed registered nurse.

B. Employees shall be allowed to either start work within two (2) hours of normal starting time or finish work two (2) hours of normal quitting time.

C. Exceptions to the two (2) hours may be made on a personal basis providing the Executive Board of at least four (4) members find it is necessary for the scheduling of work and providing management finds it a benefit to the institution.

D. If an employee in a posted position utilizes the educational leave policy, he/she shall be placed on a part-time status. To return to a full-time status in a union position would have to be accomplished through a posting.

E. The employer will post the vacant full-time position in a timely

manner after review by management and Union Executive Board.

## ARTICLE 10 - 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, after the first year of employment:

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

Each full-time employee must take his/her vacation in the year following completion of his/her year of employment or lose his/her vacation rights for the year unless his/her vacation time has been denied by management. Requests for vacation are to be submitted to the employee's department head on prescribed forms by the 15th of the month prior to the month the vacation is desired. This notification may be waived in the case of an emergency, and vacations shall be granted so as not to diminish the efficiency of the departments. In the event an employee wants a partial week vacation such as one-half (1/2) day or one (1) day vacation, he/she must obtain permission on the previous day.

Section 2. All employees shall give a two (2) week notice except for Licensed Practical Nurses who shall give a thirty (30) day notice in writing of their intention to voluntarily sever their employment with the County and upon failure to do so, any accumulation of pay, except for time actually worked or as required by law shall be forfeited. Similarly, the County shall give the employee a two (2) week notice in writing of any layoff.

Section 3. All part-time employees shall be covered by a separate provision.

Section 4. Seniority shall prevail in granting vacations when more than the usual number of employees desire their vacations at the same time.

Section 5. Any employee who is entitled to a vacation at the time of terminating services with the County shall be paid with the final paycheck for his/her vacation at the time of severing his/her status as an employee; and if said employee has earned any prorated credit for his/her subsequent vacation, such vacation credit shall be paid with the final paycheck at a proportionate ratio, except as provided in Section 2 of Article 10.

Section 6. Vacation shall be used in minimum increments of one-half (1/2) hour.

Section 7. 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.

## ARTICLE 11 - SENIORITY

Section 1. Seniority shall begin at the time of original employment and shall not be diminished by temporary layoffs due to lack of work or funds.

Section 2. In reducing employee personnel, the principle of seniority shall apply in layoff and recall and shall provide that the employee with the least seniority shall be the employee laid off providing that the remaining employees shall have the capabilities to perform the available work. Employees who hold full-time positions will be given a four (4) day written notice prior to a layoff or reduction of hours and shall have the right to bump less senior employees, if qualified, during the four (4) day notice period. Disputes related to bumping decisions of this section shall be subject to the grievance procedure but shall not be arbitrable. Recall from layoff shall be by seniority provided the employee recalled shall be capable of performing the available work upon recall.

Section 3. Whenever it becomes necessary to employ additional workers, either in vacancies or new positions therein, former qualified employees who have been laid off for lack of work 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. An employee whose hours have been reduced or who has been bumped shall be eligible, within four (4) days of a vacancy, to transfer to another position before other employees are recalled to work, providing the employee transferring is capable of performing the available work.

Section 4. No new employees shall be hired while there are seniority employees on the layoff list.

Section 5. When an employee is laid off due to the shortage of work, lack of funds, or the discontinuance of a position, such employee may take any other position for which he/she may qualify and that his/her seniority will permit him/her to hold. An employee who bumps into any full-time position shall not be considered laid off and shall not have recall rights.

Section 6. Persons recalled to service according to seniority shall receive a mailed registered letter and must answer within five (5) days and shall be available for work within seven (7) days.

## ARTICLE 12 - JOB POSTING

Section 1. All new or vacated positions shall be posted at each bulletin board for seven (7) days on a sheet of paper stating the job title, the job qualifications, job duties (consistent with actual duties performed), shift, rate of pay, and the date the job is to be filled. Interested employees shall sign their names to this notice. Seniority and qualifications shall be considered in the selection of the applicant for the new or vacated position; however, if qualifications are equal, seniority shall prevail. The Administrator and the Union representatives 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.  
Section 2. Any employee failing for any reason to qualify for any job or new position through the Job Posting procedure may return to his/her former job.

Section 3. The successful applicant shall be allowed sixty (60) calendar days to qualify for the position. Interim appointments may be made by the Administrator until such time as a regular appointment is made. The successful applicant, if moving into a higher pay rate, shall be paid the higher rate retroactive to his/her first day in said position after the sixty (60) days qualification time.

#### ARTICLE 13 - PROBATION

Section 1. Whenever additional employees are required in the institution who do not possess rights of employment as provided for in Article 11 of this Agreement, they shall work in such position subject to a probation period of 1040 hours, during which period the Administrator may terminate such employment without any right of appeal in any manner on the part of such employee.

Section 2. Employees who have completed the 1040 hour 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. The employees shall accumulate sick leave days during probation which shall be available to them when the probationary period is over.

Section 3. Employees in this category receive compensation at the probationary rate.

#### ARTICLE 14 - REST PERIODS

Section 1. All employees shall receive one (1) fifteen (15) minute rest period on the first half of a regular work shift and one (1) fifteen (15) minute rest period on the second half of a regular work shift, said period to be determined by the Administrator. Employees are not authorized to take rest periods all at the same time.

Section 2. No smoking will be permitted within fifty (50) feet of the Rolling Hills building.

#### ARTICLE 15 - INSURANCE

##### Section 1.

A. Worker's Compensation Insurance shall continue to be provided by Monroe County. Employees shall report all injuries within forty-eight (48)

hours after occurrence, or knowledge of possible compensable illness or injury, to the Administrator or the employee's immediate supervisor.

B. Modified Duty Classification - Temporary

Employees covered by this Agreement who sustain a disabling work-related injury covered by the Worker's Compensation Law or other personal injuries that may affect the performance of their job duties may be eligible for Modified Duty Classification. A disabling injury shall be defined as "an injury, certified by a physician, to necessitate an absence from work and resulting in either total or partial temporary disability." Upon a physician's certification that the employee may return to work with specific limitations limiting regular job performance, the employee may be assigned to a Modified Duty Classification provided such modified duty employment is available and feasible. The County's rights set forth in ARTICLE 3 - MANAGEMENT RIGHTS shall not be deemed modified by this Section.

An employee assigned to a Modified Duty Classification shall receive payment of sixty-six and two-thirds percent (66 2/3%) of that employee's regular hourly rate of pay. In addition, that employee may receive an additional Worker's Compensation payment as determined by the Worker's Compensation Carrier. The total payment shall be less than one hundred percent (100%) of regular pay. Participating employees are not medically able to fulfill all of the requirements of their position. Employees who are able to fulfill all of their position's requirements, but not full shifts or their regularly scheduled hours of work will be paid one hundred percent (100%) of their regular hourly rate.

The Modified Duty Classification shall, in most cases, be limited to no more than ninety (90) calendar days, however, the County reserves the right to extend the classification based on medical evaluations and needs of the Institution. In no event, shall the classification become permanent. Participating employees may be required to undergo periodic evaluations by a physician during the classification period. Upon expiration of the period, employees must obtain a medical release before returning to their regular classification and pay.

Section 2.

A. 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. Premiums for part-time employees are prorated in accordance with Article 21 of the collective bargaining agreement. 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 3.

Life Insurance

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.

\*Subject to group life amount deductions as follows:

<u>Age</u>	<u>Percentage of benefit amount shown</u>
70	50%
75	30%
80	20%

## ARTICLE 16 - 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.

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 employees specified herein an amount equal to such employees proportionate share of the cost of the collective bargaining process and contract administration as measured by the amount of local dues uniformly required for 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. Present Employees: Following ratification by the County Board in 1980, there shall exist a thirty (30) day period in which all persons presently employed and covered by this Agreement, shall have the opportunity to sign up as members of Local #1947. Those electing not to sign dues deduction authorizations shall not be covered by the Fair Share Agreement and shall have no dues deducted from their earnings. Should an employee who chooses not to join, later decide to join, the employee has the right to do so, but may never then withdraw from the Fair Share Agreement. As to persons covered following the thirty (30) day notification period, a deduction shall be made and forwarded to the treasurer of the bargaining representative from the monthly earnings of these employees who are members of the employee organization per the terms of this Section (A).

B. New Employees: Such deductions shall be made and forwarded to the treasurer of the bargaining representative from the earnings of new employees in the first pay period following the completion of each such employee's probationary period, such period being 1040 hours.

C. Other Employees: Employees other than regular full-time employees will be charged a reduced monthly dues amount in accordance with the International Constitution. The local Union shall petition the International Union for authority to charge the reduced rate and this provision shall become effective upon the receipt of approval from the International Union. In addition, employees on layoff or leave of absence or other 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 and 111.71.

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 Association. The

Association agrees to save and hold the County harmless from any claims or demands arising out of the County's compliance with the provision of this Article.

#### ARTICLE 17 - FUNERAL LEAVE

Section 1. Employees shall receive a three (3) 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. Funeral leave shall be taken within a five (5) work day period (excluding scheduled days off) consisting of the two (2) work days immediately preceding and the two (2) 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 (2) days of funeral leave in the case of the death of an immediate family member 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 (1) day funeral leave with full pay for the death of a grandparent-in-law, aunt, uncle, niece or nephew of the first degree, if actually attending the funeral on a scheduled work day or holiday.

Section 3. Definitions for this article 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 (1/2) day funeral leave with full pay when attending a funeral as a pallbearer, and also shall receive a one-half (1/2) day funeral leave with full pay when attending a military funeral as a participant. Such attendance shall be limited to three (3) times per calendar year.

Section 5. The night shift starting on the night immediately prior to the day of the funeral will be recognized as the funeral leave benefit period for those employees working on the night shift.

#### ARTICLE 18 - MILITARY LEAVE

Section 1. Employees who are members of a military service shall be granted a leave of absence for their annual tour of two (2) weeks. Employees called to active duty shall be granted a military leave of absence.

Section 2. Employees receiving leave for annual two (2) weeks tour shall be paid the difference between their military pay and the pay they would have normally earned had they worked for the County.

Section 3. Employees receiving military leave for active service shall be entitled to return to his/her former job at the current rate of pay with no loss in seniority and benefits, providing said employee returns to work within ninety (90) days of discharge. Seniority shall accrue while in the service on active duty.

#### ARTICLE 19 - SAFETY

Section 1. The County shall furnish proper safety devices for all work and employees shall wear and/or use all safety equipment furnished by the County.

Section 2. The Union Safety Committee shall be authorized to make investigations of reported unsafe equipment and practices and to meet with the proper County representatives during regular work hours with no loss in pay. Both County and Union representatives shall make sure safety is practiced at all times. Any investigations shall be made after a written complaint is received by the Union and the representative must notify the Administrator when and where they are leaving to make said inspection.

#### ARTICLE 20 - RETIREMENT

Section 1. The County shall contribute to the Wisconsin Retirement Fund as stipulated by Wisconsin law.

Section 2. Monroe County shall pay to the Wisconsin Retirement Fund in lieu of an equal amount of the retirement contributions required to be deducted from each payment of earnings to such participating employees pursuant to Section 66.903(2) of the Wisconsin Statutes; an amount equal to six and two-tenths percent (6.2%) of the total earnings of such participating employees. 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 21 - PART-TIME EMPLOYEES

Section 1. Any employee covered by this Agreement, but working a schedule of hours (regularly scheduled) less than the number of hours scheduled for employees recognized as full-time employees as set forth in Article 5 of this Agreement, shall be deemed to be regular part-time employees. Any employee whose employment hours are not scheduled regularly shall be deemed to be a casual or on-call employee.

Section 2. For employees who are employed on a casual or on-call basis,

there shall be no fringe benefits.

Section 3. All regular part-time employees shall participate in the fringe benefits provided for the employees covered by this Agreement as follows:

A. Vacations: Vacation accumulations for part-time employees shall be on the basis of one month's vacation credit for each 173 hours worked.

B. Paid Holiday: Part-time employees whose average weekly schedule of hours of work in the last previous calendar quarter (e.g. January, February, March) preceding any of the paid holidays as set forth in this Agreement is less than ten (10) hours per week, shall not be eligible for holiday pay.

Part-time employees whose average weekly schedule of hours of work in the last previous calendar quarter preceding the holiday is ten (10) hours or more, but less than twenty (20) hours per week, shall, if otherwise eligible for holiday pay, receive holiday pay at the rate of one-fourth (1/4) of the amount he/she would have received if he/she had been employed as a full-time employee.

Part-time employees whose average weekly schedule of hours of work in the last previous calendar quarter preceding the holiday is twenty (20) hours or more, but less than thirty (30) hours per week, shall if otherwise eligible for holiday pay, receive holiday pay at the rate of one-half (1/2) of the amount he/she would have received had he/she been employed as a full-time employee.

Part-time employees whose average weekly schedule of hours of work in the last previous calendar quarter preceding the holiday is thirty (30) hours or more, but less than forty (40) hours per week, shall if otherwise eligible for holiday pay, receive holiday pay at the rate of three-fourths (3/4) of the amount he/she would have received had he/she been a full-time employee.

C. Health, Life and Welfare: The County will pay health insurance premiums for part-time employees prorated against the amount paid by the County for full-time employees. The basis for the prorated amount shall be the average number of hours worked per week in the previous two (2) month period.

The portion of the premium paid by the employer shall be adjusted for the following two (2) month period and shall subsequently be adjusted each two (2) months if necessary. The payment shall be as follows:

Average of less than 10 hours per week.....	Nothing
Average of 10-19.99 hours per week.....	1/4
Average of 20-29.99 hours per week.....	1/2
Average of 30-39.99 hours per week.....	3/4
Average of 40 hours per week.....	Full portion

Newly employed part-time employees shall be eligible for the health and life insurance coverage after completion of sixty (60) days of employment

of employment and the County will pay a prorated share of the premiums cost based upon the average number of hours per week worked in the first sixty (60) days as per the above hourly schedule.

D. Sick Leave: Sick leave accumulation for part-time employees shall be on the basis of eight (8) hours for each 173 hours worked.

## ARTICLE 22 - GENERAL PROVISIONS

Section 1. The County shall furnish a statement with each paycheck stating total amount of check, federal tax, state tax, social security, retirement, insurance, maintenance, amount of net pay and the hours of work; regular and overtime, with the provision that the County is authorized to make necessary adjustments. 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 2. General but reasonable regulations may be posted by the administration and failure to adhere to these regulations shall be cause for discharge.

Section 3. The County shall make every effort to operate its projects so as to maintain a standard work day and standard work week.

Section 4. All working time lost due to injuries incurred on the job shall be considered time worked for that day only.

Section 5. The County shall not discipline or discharge an employee except for just cause. Any employee discharged and later through proper hearing is found innocent of the charges, said employee shall return to his/her former job with the County paying said employee all wages and benefits he/she would have earned had he/she been working, less any compensation received from Unemployment Compensation or other sources during the period of discharge.

Section 6. For purposes of this Agreement, all benefits relating to time in-service shall be based on anniversary date of original day of hire.

Section 7. Employees reporting to work shall be guaranteed two (2) hours pay.

Section 8. The County employees shall be paid after 10:00 A.M. every other Thursday after a holdback not exceeding two (2) weeks.

Section 9. 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 10. Employees shall be allowed to purchase Rolling Hills' meals.

Section 11. Uniforms: Employees may wear colored tops, the color of their choice.

Section 12. An employee called upon to serve jury duty or as a witness, shall be paid the difference between his/her jury duty pay or witness fee, less mileage, for such time spent on jury duty or as a witness, such pay to be based upon the employee's standard work day of eight (8) hours.

Section 13. All employees will receive a statement showing their sick leave and vacation accumulation, every six (6) months.

Section 14. The County shall furnish the initial name tag to all employees hired after January 1, 1980. All subsequent name tags needed due to loss, replacement, departmental change, or any other reasons shall be the responsibility of the employee.

Section 15. All time lost due to in-service accident, sick leave, funeral leave, holidays, and leaves of absence of fourteen (14) calendar days or less shall be determined as time rendered in-service. Vacation time shall accrue for up to two (2) years from the onset of a work related, in-service accident, but shall cease after a two (2) year period. The employer's portion of health insurance will be continued for up to one (1) year for a work related, in-service accident.

Section 16. In cases of employee discipline, discipline must be commenced within a thirty (30) day period from the time management knew or should have known of the incident, except for patient abuse standards under Ch.HSS132.

#### ARTICLE 23 - NEGOTIATIONS

Section 1. Negotiations on all matters covered by this Agreement shall be conducted as specified in Article 26 and agreements reached by both parties shall become effective on the first day of January of the year of the contract.

Section 2. The party requesting negotiations shall notify the other party in writing of its request in accordance with Article 26 Section 2. Within two (2) weeks of the receipt of such notice from one party to the other, an initial meeting shall be mutually agreed upon. Meetings shall be regularly scheduled by mutual agreement until an Agreement is reached by the parties.

ARTICLE 24 - WAGES

Section 1. Wage rates for all employees covered by this Agreement are listed in Schedules A effective January 1, 2011.

During the absence of the Housekeeping Supervisor, the most senior Housekeeper scheduled to work will be given the opportunity to be the Housekeeping Lead Worker, and will be paid ten cents (\$.10) an hour more than his/her regular rate of pay while working in that capacity.

Part-time: Part-time employees shall receive the classified wage rates upon their completion of the probationary period.

Section 2. Nursing Assistants working the entire shift between the hours of 11:00 P.M. to 7:00 A.M. shall receive twenty cents (\$.20) per hour and fifteen cents (\$.15) per hour on the 2:45 P.M. to 11:15 P.M. shift in addition to their classified rate.

Section 3. Dietary Aides working the entire shift between the hours of 11:00 A.M. and 7:30 P.M. shall receive fifteen cents (\$.15) per hour in addition to their classified rate.

Section 4. LPNs working the 2:45 P.M. to 11:15 P.M. or 11:00 P.M. to 7:00 A.M. shifts shall receive thirty-five cents (\$.35) per hour shift differential for said shifts in addition to their classified rate.

Section 5. Any employee other than those denoted in this article working the entire shift between the hours of 11:00 P.M. and 7:00 A.M. shall receive sixteen cents (\$.16) per hour shift differential in addition to their classified rate.

Section 6. Employees in the Dietary and Nursing departments working the P.M. or night shift on a regular basis, (whether they are part-time or full-time), will receive the currently approved shift differential while on paid non-working days (vacation, sick leave, un-worked holidays, and funeral leave).

Section 7. An employee who works on a higher rated job shall receive the going rate of pay of the higher rated job during the period of time so assigned to the higher rate job.

## ARTICLE 25 - 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 of 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 26 - 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 2012 issues 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 opens negotiations for a successor agreement as specified above, this Agreement shall automatically be renewed for the succeeding calendar year.

## ARTICLE 27 - UNEMPLOYMENT INSURANCE

Section 1. All Monroe County employees shall be covered by Unemployment Compensation Insurance pursuant to the Wisconsin Statutes.

## ARTICLE 28 - NONDISCRIMINATION

Section 1. Monroe County and Local Union #1947 are committed to the principles of equal employment opportunities and practices for all persons regardless of sex, race, age, national origin, creed, ancestry, disability, arrest and conviction records, marital status, sexual preference and political affiliation, except where these factors constitute a bona fide occupational qualification. Monroe County and said Union will act in a nondiscriminatory 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.

WITNESS OUR HANDS AND SEALS THIS 31<sup>ST</sup> DAY OF May, 2011 in the City of Sparta, Monroe County, State of Wisconsin.

MONROE COUNTY BARGAINING  
COMMITTEE:

MONROE COUNTY ROLLING HILLS  
EMPLOYEES, LOCAL 1947, AFL-CIO:

Keith E. Kenyon  
Keith Kenyon, Chair

Frances Schmidt  
Frances Schmidt, President

Ken Kittleson  
Ken Kittleson  
Personnel Director

Rob Wayss  
Rob Wayss  
District Representative

SCHEDULE "A"

Rolling Hills  
Effective January 1, 2011

<u>Grade</u>	<u>Step Position</u>	<u>Hire</u>	6 mo <u>1</u>	18 mo <u>2</u>	30 mo <u>3</u>	42 mo <u>4</u>	54 mo <u>5</u>
1	Canteen Aide Laundry Aide Dietary Aide	9.29	9.83	10.40	10.97	11.52	12.11
2	Dietary Cook*** Activity Aide Housekeeper	9.48	10.03	10.61	11.12	11.74	12.34
3	Food Service Leader	9.78	10.19	10.75	11.39	11.87	12.53
4	Nursing Assistant Transportation Aide Supply Aide Dietary Cook***	10.82 <u>+.26</u> 11.08	11.23 <u>+.26</u> 11.49	11.58 <u>+.26</u> 11.84	11.91 <u>+.26</u> 12.17	12.29 <u>+.26</u> 12.55	12.61 <u>+.26</u> 12.87
	No Benefit Rate - Nursing Assistant						13.17
5	Beautician	13.45	13.76	14.11	14.75	15.18	15.58
6	Licensed Practical Nurse Active Treatment Program Assistant	15.16	15.58	16.52	17.16	17.70	18.37
	No Benefit Rate - LPN (25%)	15.16 <u>+3.79</u> 18.95	15.58 <u>+3.90</u> 19.48	16.52 <u>+4.13</u> 20.65	17.16 <u>+4.29</u> 21.45	17.70 <u>+4.43</u> 22.13	18.37 <u>+4.59</u> 22.96

\*Wage increases for regular part-time employees are implemented upon completion of an equivalent number of hours worked for a full-time employee for each designated step. (6 mo = 1040 hours), (18 mo = 3120 hours), (30 mo = 5200 hours), (42 mo = 7280 hours), (54 mo = 9360 hours).

\*\*Licensed Practical Nurses and Nursing Assistants may be hired at the hire rate, or step 2 with the approval of the Administrator, with the subsequent step available after the successful completion of the 1040 probationary period.

\*\*\*Dietary cooks are at Grade 2 when the meal count as determined quarterly drops below 21,750, and are at Grade 4 when then quarterly meal count is 21,750 or higher.

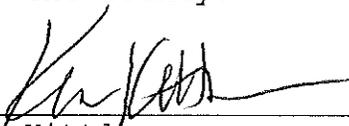
Memorandum of Agreement extensions  
Rolling Hills Employees

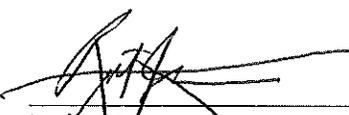
The undersigned agree to continue the following memorandums of agreement from January 1, 2011, through December 31, 2011, or until a successor agreement is reached:

- 1) April 12, 2001 - Supply Aide hours
- 2) April 11, 2001 - 3 6-2:30 CNA on C Unit
- 3) March 13, 2001 - Once the 6-2:30 fill-ins have their guaranteed four days per pay period, the open shifts will be filled by seniority.
- 4) January 13, 2000 - employee temporarily assigned to a different position due to management's request shall be given the rate of pay whichever is greater.
- 5) November 15, 1999 - Activity Therapy Aide flexible starting times
- 6) February 13, 2004 - Weekend hours, anyone wanting has to sign before 3:30 on Wednesday
- 7) February 13, 2004 - Transportation duty assistants
- 8) June 7, 2004 - CNA volunteering to work overtime cannot bump a regular off their unit
- 9) July 5, 2004 - Number 2 Cook coming in at 5:45
- 10) January 13, 2005 - Flexible work hours for Cook Leadworker 1
- 11) April 12, 2002 - Replace Section 5, Article 6 - Management will attempt calling several senior employees prior to giving overtime to ones on duty
- 12) November 15, 2002 - No benefit CNA's
- 13) February 13, 2004 - CNA's volunteering for weekend shifts; on-call Transportation Aides
- 14) June 17, 2008 - No-benefit Dietary Aide rate
- 15) November 13, 2008 - Dietary Lead Worker position differential

For the County:

For the Union:

  
\_\_\_\_\_  
Ken Kittleson  
Personnel Director

  
\_\_\_\_\_  
Rob Wayss  
District Representative

Date

Date

5/31/11

31 May 2011

