

BILATERAL AGREEMENT BETWEEN

THE COUNTY OF MONROE

AND

THE MONROE COUNTY HUMAN SERVICES DEPARTMENT

PROFESSIONAL EMPLOYEES

Local 2470-A, AFSCME, AFL-CIO

2011

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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 Human Services Employees, Local 2470-A, 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 grievances 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 Professional Human Services 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. (WERC Case XXVIII, No. 22627, ME-1511, Decision No. 16280, 19 April 1978.)

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. Present employees: Following ratification by the County Board, those who have previously elected not to sign dues deduction authorizations 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 County Board ratification, a deduction shall be made and forwarded to the treasurer of the bargaining representative from the monthly earnings of those 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 the new employees in the first pay period following the completion of each employee's probationary period.

C. 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 or 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 departments.

## 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 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. Steps in the procedure (steps may be bypassed through mutual agreement of the Union Staff Representative and County Personnel Director):

Step 1: All employee grievances must be filed by the aggrieved employee or Union President to the Human Services Director no later than thirty (30) calendar days after the employee knew or should have known the cause of such grievance.

Step 2: The Union President shall try to settle the grievance with the Director. The Director shall have ten (10) calendar days to meet with the Union President. Following this meeting, the Director shall have ten (10) calendar days to respond to the grievance.

Step 3: If step 2 is unsuccessful, the grievance may be submitted to the Executive Committee of the Human Services Board who will consider it at the next regular meeting. The Executive Committee shall have ten (10) calendar days to respond following consideration of the grievance.

Step 4: If step 3 is unsuccessful, the grievance may be submitted to the County Administrator who shall have ten (10) calendar days to respond following consideration of the grievance. If the grievance is not settled at this step, the Union shall have thirty (30) calendar days from the receipt of the Personnel and Bargaining Committee's decision to present the grievance for arbitration.

Step 5: 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 Human Services Director, 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 6: 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 Director or supervisor of the leaving of work.

#### ARTICLE 8 - HOURS OF WORK

Section 1. The standard work day shall consist of eight (8) hours, 8:00 A.M. to 4:30 P.M., except for a one-half (1/2) hour unpaid lunch period. The standard work day may be modified by the mutual agreement of the employee and the supervisor. The standard work week shall consist of five (5) work days, Monday through Friday inclusive, or as mutually agreed otherwise. As circumstances may warrant, the Director may implement needed temporary modifications of this schedule. There shall be no split shifts. Should the county find it necessary to require evening or night shifts, the impact of that decision shall be bargained with the Union.

Section 2. Work performed by professional staff outside the standard work week, as defined in Section 1 above, shall be known as compensatory time, for which the employee shall receive an equivalent amount of time off, providing such time is earned in increments of at least one-quarter (1/4) hour. Compensatory time may be accumulated to a maximum of forty (40) hours.

Section 3. All overtime shall be distributed as evenly as possible among all qualified employees.

Section 4. Time spent traveling to or from required out of County meetings or other business shall be considered as time worked.

Section 5. 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 eight and one-half (8 1/2) 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, 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 Director. For purposes of this Section, a combination of time worked and compensatory time equaling eight (8) hours shall be counted as a day worked.

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 third 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 will receive compensation or may apply this amount toward the employee's share of group or single health insurance coverage 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 Human Services Director or his/her designee.

FOOTNOTE:

- 1) Employees would have the choice of additional sick leave hours, compensation, or health insurance credit, if they do not use any portion of their initial accumulation of forty (40) sick leave hours in a calendar year.
- 2) The balance of the annual total, after the compensated amount is deducted would be retained on the employee's record in its entirety up to the maximum accumulation allowed.
- 3) Approval or disapproval of sick leave as stated in the last paragraph would be subject to the grievance procedure.

Section 2. Upon retirement, 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 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 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 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.

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 Director 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 Director 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 Director by the employee. The Director 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 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 Director 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.

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

Each full-time employee must take the vacation in the year following completion of the year of employment or lose the vacation rights for the year unless vacation time has been denied by management. Requests for vacation are to be submitted to the Director 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 department. In the event an employee wants a partial week vacation, such as one-half (1/2) day or one (1) day vacation, permission must be obtained the previous day. Vacation shall be accounted for in one-half (1/2) hour increments, rounded to the nearest one-half (1/2) hour. A maximum of five (5) days of earned vacation time may be carried over a maximum of sixty (60) days beyond the employee's anniversary date.

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 Director, use his/her vacation leave for sick leave. 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. 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 three (3) week 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 three (3) 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.

#### ARTICLE 13 - 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 employee's immediate household. Funeral leave shall be taken within a five (5) work days 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 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 (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.

#### ARTICLE 14 - 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 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 1040 hours, during which period the Director 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 retroactive to original date of employment.

#### ARTICLE 16 - SENIORITY

Section 1. Seniority shall begin at the time of original employment in the Department of Human Services 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 classification will be laid off unless the employee can exercise his/her seniority to bump into either a lower classification or a classification with the same wage rate, provided he/she is qualified to perform the duties. The least senior employee in the classification into which an employee bumps can then exercise his/her seniority in a similar manner. Disputes related to bumping 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 a 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. Employees must be given a three (3) week notice of any type of layoff as stated in Section 2. The employee must notify the employer in writing within two (2) weeks of the date of the employer's notification to the employee of the layoff as to his/her intention to bump.

Section 6. When an employee enters a bargaining unit position from a management position that employee's seniority for job posting, layoff and on-call will begin the date he/she enters the bargaining unit.

Section 7. In determining the amount of sick leave, vacation credits, holidays, retirement and insurance coverage and such other benefits predicted on length of service, said length of service shall be computed from the first day of active employment with the County regardless of department, except that of holding elective office.

Section 8. 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 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 names 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. The posting must meet the terms of the

delegation as granted by the State of Wisconsin to the County. If the County ever gives up state delegation, the State Merit System requirements would apply. 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 Director 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 if it is determined that no one within the bargaining unit is qualified for the open position.

Section 2. If an employee meets the qualifications of a job posting, management shall not deny the applicant the right to sign the job posting, based on Article IV, Section 1, item C, that management has the right to assign employees to positions within the Department of Human Services. Any employee shall have the right to post for any position regardless of the fact that the position may be at a lower or higher pay rate or a move to a different job classification with the same rate of pay.

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 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 Director and Union President. Interim appointments may be made by the Director 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 18 - INSURANCE

### Section 1.

#### 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. 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 Director or 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 benefits, holidays 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. If an employee is receiving Worker's Compensation benefits for more than one (1) year, he/she shall continue to accrue seniority and the employee shall be able to participate in the bargaining units group health insurance plan providing that the employee pays the County's share of the premium, as well as the employee's share.

#### 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-four and one half cents (\$.345) 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 all reasonable lodging expenses reimbursed by the County.

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 his/her jury 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 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. For the purpose of this Agreement, all benefits relating to time in service shall be based on the anniversary day of original date of hire.

Section 4. 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 5. 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 6. If the County requires a worker to obtain a bus or chauffeur's license, the license cost will be paid by the County.

Section 7. Telephone expenses for long distance calls will be reimbursed per normal parameters of the agency.

#### ARTICLE 22 - ON-CALL TIME

Section 1. The County and Union recognize that it is necessary for the County to schedule certain departmental employees for on-call time during all hours when the department is not regularly open for business purposes. A supervisor designated by the Director shall schedule on-call time for employees, but in so scheduling, the employees may advise the scheduling supervisor of their desire to work on-call time for specific periods. The scheduling supervisor shall attempt to accommodate such requests to the extent possible, but the schedule that he/she sets shall prevail in any event.

A minimum of six (6) social workers shall provide on-call services, those being those workers with the least seniority as social workers and/or those interested in volunteering. Social workers who volunteer shall give a thirty (30) day notice of intent to be removed from the on-call service. These workers will work on a rotational basis, which will consist of four (4) people on-call, and two (2) people off for a two (2) month period. At the end of the two (2) month period, two (2) workers will rotate off the list of a two (2) month break, while the two (2) who were off previously will return to on-call duties. Only those professional employees who have completed the state mandated trainings for intake workers as specified in State statute and are approved by the Monroe County Circuit Court Judge shall provide on-call duties. The scheduling supervisor may be eligible for on-call time if he/she is approved as provided herein.

Electronic pagers and cellular telephones shall be provided to those employees who are on-call. All employees scheduled for on-call duty shall respond to being paged in person or by phone within thirty (30) minutes. The employee scheduled for on-call has the responsibility to schedule a replacement in the event that worker is excused. The impact of any additional on-call duties shall be negotiated between the parties.

Section 2. Employees required to be on-call, per Section 1, shall receive compensation at the rate of \$1.25 per hour for each on-call hour. Furthermore, on-call employees shall receive \$1.40 per hour for being on-

call on weekends and \$1.50 per hour for holidays. For purposes of this Section, weekends shall commence at 4:30 p.m. on Friday and end at 8:00 a.m. on Monday. Employees who are on-call, as provided in this Article, shall receive paid time, at their regular rate of pay, on an hour-for-hour basis for all face-to-face work. Employees required to be on-call, per Section 1, shall receive a minimum of two (2) hours compensation when required to leave their residence or location of on-call, and/or when completing the duty of processing a fuel assistance application. All paperwork, coordination, or phone calls performed by on-call staff outside of the standard work day shall be known as compensatory time, for which the employee shall receive an equivalent amount of time off, providing such time is earned in increments of at least one-quarter (1/4) hour.

#### ARTICLE 23 - COMPENSATION

Section 1. Wage rates for the classification listed on schedule "A" effective January 1, 2011. They shall be in terms of a hire rate, a six (6) month probationary period, an eighteen (18) month step, and a minimum of twelve (12) months between additional steps in a particular class. Hire rate is normally the "A" step in each class. If qualifications and experience warrant hiring at a higher rate, the Human Services Director may recommend a hire rate of "B" or "C" with a class. The Personnel Director must approve the higher rate. Movement between steps will be conditioned on timeliness, credit hours, and administrative approval. Denials of movement between steps can be grieved in accordance with ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE.

#### ARTICLE 24 - NON-DISCRIMINATION

Section 1. Monroe County and Local Union #2470-A 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 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.

#### 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 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 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 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 opens 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 31<sup>st</sup> DAY OF May, 2011 in  
the City of Sparta, County of Monroe, State of Wisconsin.

MONROE COUNTY  
BARGAINING COMMITTEE:

MONROE COUNTY HUMAN SERVICES  
EMPLOYEES, LOCAL 2470-A:

Keith E. Kenyon  
Keith Kenyon, Chair

Lori Svendsen  
Lori Svendsen, President

Sharon Falcey

Rob Wayss  
Rob Wayss  
District Representative

[Signature]

Ken Kittleson  
Ken Kittleson  
Personnel Director

SCHEDULE "A"  
Human Services Professional  
Effective January 1, 2011

Class 1	A	B	C	D	E	F
Social Worker	18.42	19.42	20.53	21.66	22.90	24.17*
Class 2						
Master Social Worker	19.42	20.53	21.66	22.90	24.17	25.47

\* Social Worker 1 attains Step F following 2080 hours at Step E with 12 graduate credits, or following 15 years of service without 12 graduate credits.

Memorandum of Agreement extensions  
Human Services Professional 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) February 4, 1992 - Modified duty
- 2) December 14, 1998 - Lead workers (3)
- 3) May 27, 2003 - Part-time positions
- 4) March 12, 2004 - Modified work hours
- 5) May 4, 2006 - Self-injectable medications grievance
- 6) January 29, 2010 - Differential for Substance Abuse / Clinical Substance Abuse certified counselor.
- 7) January 7, 2010 and April 5, 2010 extension - On-call issues associated with AB 75

For the County:



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Ken Kittleson  
Personnel Director

For the Union:



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Rob Wayss  
District Representative

