

**RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS**

County Board Staff Committee
INITIATED BY



Amy Spoden, Human Resources Analyst
DRAFTED BY

County Board Staff Committee
SUBMITTED BY

December 8, 2010
DATE DRAFTED

**TO RATIFY THE 2010-2011 LABOR AGREEMENT BETWEEN ROCK COUNTY
AND
AFSCME, LOCAL 1258**

- 1 **WHEREAS**, the County is subject to 111.70 of the Wisconsin Statutes; and,
- 2
- 3 **WHEREAS**, representatives of ^{AFSCME} ~~AFSMCE~~, Local 1258 have met with Corporation Counsel and the Human
- 4 Resources Director several times in an attempt to arrive at a mutual agreement on wages, hours and conditions
- 5 of employment; and,
- 6
- 7 **WHEREAS**, the proposed wage settlement represents a wage increase of 0% for 2010, 1% effective January 1,
- 8 2011, 1% effective December 31, 2011; and,
- 9
- 10 **WHEREAS**, the proposed settlement includes salary adjustments to two steps of the wage appendix as outlined
- 11 in the attached summary; and,
- 12
- 13 **WHEREAS**, a summary of the contractual agreement is attached.
- 14
- 15 **NOW, THEREFORE, BE IT RESOLVED**, that the Rock County Board of Supervisors assembled this
- 16 16th day of December, 2010 does hereby ratify the terms and conditions of the 2010-2011
- 17 agreement between Rock County and AFSCME, Local 1258.

Respectfully Submitted,

COUNTY BOARD STAFF COMMITTEE

J. Russell Podzilni
J. Russell Podzilni, Chair

Sandra Kraft
Sandra Kraft, Vice Chair

Eva Arnold
Eva Arnold

Henry Brill
Henry Brill

Betty Jo Bussie
Betty Jo Bussie

Ivan Collins
Ivan Collins

Absent
Marilynn Jensen

Louis Peer
Louis Peer

Kurtis L. Yankee
Kurtis L. Yankee

10-12A-222

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FISCAL NOTE:

	<u>Base Compensation</u>	<u>Add'l Base Compensation</u>	<u>% Wage Increase</u>	<u>Overall % Increase</u>
2010	10,582,917	7,149	0 %	0.0675%
2011	10,590,066	268,711	1% 1-1-11 1% 12-31-2011	2.538%



Sherry Oja
Senior Accountant / Assistant to the Finance Director

LEGAL NOTE:

The County Board is authorized to take this action pursuant to secs. 59.01 and 111.70, Wis. Stats.



Eugene R. Dumas
Deputy Corporation Counsel

ADMINISTRATIVE NOTE:

Recommended.



Craig Knutson
County Administrator

AFSCME LOCAL 1258 AND ROCK COUNTY
Synopsis of Changes to the 2007-2009 Agreement
November 29, 2010

ARTICLE III – UNON SECURITY

- 3.01 The Union within 30 days of the election agrees to notify the Human Resource Director in writing of the names and officers and stewards who have been selected to represent employees in the bargaining unit. The County shall pay wages for one officer or steward ~~shall be permitted to investigate and process a grievance during working hours without loss of pay.~~ The County shall pay wages for the time spent for only two officers or stewards from the bargaining unit ~~shall be permitted to meet with County Administration during working hours without loss of pay to process class action grievances.~~

Authorized officers conducting any of the above-specified activity away from their assigned worksite shall request a release from their appropriate supervisor at least twenty-four hours in advance of such activity. The time limit shall be waived when the scheduling of said activity is subject to control of the County

- 3.05 Duly elected Union officers shall be permitted to participate in collective bargaining sessions, ~~provided that if such bargaining sessions are conducted during the regular and normal schedule of daily working hours for such officer,~~ The County shall pay wages at the appropriate rate for the time spent in such sessions to only two such officers from the bargaining unit.

ARTICLE V - SENIORITY, PROMOTIONS

- 5.02 Any vacancies or new positions shall be immediately posted on all bulletin boards within the bargaining unit that the vacancy or new position exists. Copies of such postings shall be sent to ~~all the local Union presidents, or his or her designee,~~ who shall post such vacancies or new positions on the bulletin boards within their respective bargaining units. Such postings shall be uniform and shall remain posted for five days excluding Saturdays, Sundays and holidays, from date received and shall include the job location, specify AFSCME 1258, job shift, and the rate of pay; ~~and shall also provide a space for those employees who are interested in the vacancies or new positions to affix their names.~~ Employees who are interested in the vacancies or new positions shall submit an Internal Posting Application form to Human Resources by 5:00 p.m. on the deadline date of the posting. Failure of any Union representative to post or maintain said notices shall not be subject to the grievance procedure contained herein. Present County employees will be

given consideration before new employees are hired. Openings on the same unit and same shift shall be filled from the same posting.

ARTICLE VIII - HOLIDAYS

- 8.01 Each regular full-time employee shall be granted the following holidays, or days in lieu thereof off with pay: 1) New Year's Day; 2) Spring Holiday to be observed the Friday immediately preceding Easter; 3) Memorial Day; 4.) July 4th; 5) Labor Day; 6) Thanksgiving Day; 7) Friday after Thanksgiving Day; 8) Day before Christmas; 9) Christmas Day; 10) one floating holiday of the employee's choice.

If a holiday falls on an employee's scheduled day of work, the employee shall be paid time and one-half for all hours worked and shall be entitled to a compensatory day off with pay. If a holiday falls on an employee's scheduled day off, the employee shall be entitled to a compensatory day off with pay. Any requested compensatory day off shall be granted subject to the approval of the Department Head. Employees shall, however, have the right to accumulate and use holidays to extend their annual vacation within twelve months of said holiday. The practice of allowing future (unearned) holidays to be used to extend vacations is discontinued. Employees shall have on a rotational basis, one of the following holidays off each year: 1) Thanksgiving Day; 2) Christmas Day, except employees who work the night shift shall have on a rotational basis one of the following days off each year: 1) the day preceding Thanksgiving Day or; 2) the day preceding Christmas Day. The floating holiday shall accrue to the employee effective any work shift starting on or after 4 a.m. of January 1st of each year. The floating holiday may be taken upon at least one-hour notice prior to the beginning of the shift.

Effective January 1, 2008~~11~~, Employees shall have on a rotational basis, one of the following holidays off each year: 1) ~~Christmas Eve~~ Thanksgiving Day; 2) Christmas Day, except employees who work the night shift shall have on a rotational basis one of the following days off each year: 1) the day preceding ~~Christmas Eve~~ Thanksgiving Day or; 2) the day preceding Christmas Day.

The floating holiday shall accrue to the employee effective any work shift starting on or after 4 a.m. of January 1st of each year. The floating holiday may be taken upon at least one-hour notice prior to the beginning of the shift.

- 8.03 Regular part-time employees shall be granted holidays on a pro-rated basis. Employees shall be allowed to combine pro-rated time off to total of eight (8) hours. Regular part-time employees who work on a holiday shall be

compensated at the rate of time and one-half their hourly rate of pay for hours worked and will bank holiday hours equal to ~~the employee's full time equivalence (FTE) all hours worked~~, with any hours worked over the FTE paid at the rate of time and one-half plus holiday pay (to equal a rate of 2 1/2).

ARTICLE X-VACATION

~~10.03 Employees hired prior to January 1, 2003, will receive vacation as specified in Article 10.03 until the employees length of service would provide more vacation under Article 10.04, at which time the employee will be placed in the vacation scheduled specified in Article 10.04. Effective 1/1/2011, Employees shall be entitled to annual paid vacation as follows: upon the completion of one year, ten working days; in addition, employees shall be entitled to one additional day of vacation per year for each additional years of employment, up to a maximum of twenty-two five working days of paid vacation per year according to the following schedule:~~

~~10.04 Employees hired after January 1, 2003 shall be entitled to annual paid vacation as follows: upon the completion of one year, ten working days. Each year starting with the completion of 5 years of service, an employee shall receive (1) one additional day of paid vacation up to a maximum of (25) twenty-five days according to the following schedule:~~

After 5 <u>2</u> years - 11 days	After 13 <u>10</u> years - 19 days
After 6 <u>3</u> years - 12 days	After 14 <u>11</u> years - 20 days
After 7 <u>4</u> years - 13 days	After 15 <u>12</u> years - 21 days
After 8 <u>5</u> years - 14 days	After 16 <u>13</u> years - 22 days
After 9 <u>6</u> years - 15 days	After 17 years - 23 days
After 10 <u>7</u> years - 16 days	After 18 years - 24 days.
After 11 <u>8</u> years - 17 days	After 19 years - 25 days
After 12 <u>9</u> years - 18 days	

~~10.08 All employees shall be required to utilize vacation in a block of one week not less than once each year. Additional days of vacation may be used in one day increments under the following conditions:~~

- ~~1. A weekend vacation must include both days of the weekend~~
- ~~2. No more than two weekends may be taken off during a vacation year utilizing less than whole week increments~~
- ~~3. No more than three vacation periods of less than one week increments shall be permitted in the period from Memorial Day through Labor Day.~~

Exceptions may be made by the Department Head in cases, which would not adversely affect the department's work schedule.

10.08 Guaranteed Vacation Bidding Process-For Rock Haven StaffA. Benefit time used for vacation bidding

- Vacation on record
- Vacation to be acquired on the employee's upcoming anniversary date
- Holiday time on record, including floating holiday.
 - Holiday time can be used to extend vacation bids from the day after Labor day to the day before Memorial day with the exception of 12-21 thru 1-1.

B. Summer time vacation restrictions

- Employees are limited to two 5-day (or pro-rated) blocks of vacation from Memorial Day thru Labor Day.

C. First Bid Rules

- Employees must bid one block of 5 vacation days (or pro-rated) and can extend to two blocks as long as both blocks are in the same pay period. If taking two blocks of vacation from Memorial Day to Labor Day, the employee will not be able to bid another summer vacation.

D. Second Bid Rules

- Employees must bid in 5-day blocks (or pro-rated) until a total of 3 blocks have been used.
- The remaining vacation can be used with holiday extensions as long as the employee uses at least one vacation day with those holidays.

E. Weekend Restrictions

- Employees cannot take more than 2 weekends off per vacation year outside of the 5-day block. When taking a weekend vacation, the employee must take both days of the vacation.

F. Post Vacation Rules

- Vacation cannot be revised
- Vacation cannot be withdrawn
- Vacation does not follow you if you change positions
- Except in bumping situations, if at the time of your vacation, you do not have enough vacation time on record, you cannot substitute benefit time and must forfeit

the entire vacation. Failure to do so will be considered an absence.

- Vacation carry-over of more than 8 hours will not be approved.
- Vacation pay-out must be requested prior to the employee's anniversary date each year to avoid loss of those hours.

10.09 No employee who has been given an opportunity to use his/her vacation shall carry unused vacation from one year into the next, except by the written permission of the Supervisor, Department Head, and Human Resources Director. At anytime during the vacation year, part-time employees in the positions of LPN, Certified Nursing Assistant, Activity Therapy Assistant, Food Service Worker, Food Service Supervisor, Cook, Environmental Service Worker, Environmental Service Supervisor, Clerk/Receptionist in materials division of the Rock Haven Nursing Home, Administrative Assistants associated with Rock Haven Nursing Home, Transportation Clerk, Central Supply Clerk, Mechanical Maintenance Supervisor, Mechanical Maintenance Worker III, and Mechanical Maintenance Worker II may request and shall be paid for any unused vacation. Full time employees in the position of LPN, Certified Nursing Assistant, Activity Therapy Assistant, Food Service Worker, Food Service Supervisor, Cooks, Environmental Service Worker, Environmental Service Supervisor, Clerk/Receptionist in materials division of the Rock Haven Nursing Home, Administrative Assistants associated with Rock Haven Nursing Home ~~in the materials division of the Rock Haven Nursing Home,~~ Transportation Clerk, Central Supply Clerk, Mechanical Maintenance Supervisor, Mechanical Maintenance Worker III, and Mechanical Maintenance Worker II may request and shall be paid for any unused vacation, but not to exceed one-half (1/2) of the employee's annual vacation.

10.10 The Employer shall post a guaranteed vacation bidding schedule not later than January 15 of each year on which each employee shall be expected to designate his/her choice for vacation period no later than February 28. ~~Such designation shall be for vacation/holiday periods of one-week increments only.~~ Seniority as expressed in 5.01 shall govern.

ARTICLE XI-SICK LEAVE

- 11.05 All employees shall be allowed to use accumulated sick leave for illness of their spouse, domestic partner as defined by Wisconsin Statutes, parents and children.

ARTICLE XII -FUNERAL LEAVE

- 12.01 In the event of a death in an employee's family, absence will be allowed without loss of pay according to the following schedule: three days for death of spouse, domestic partner as defined by the State of Wisconsin, child, parent, mother in-law, father-in-law, brother or sister; two days for death of step-parent, step-child, or grandparent, grandchild; one day for death of sister-in-law, brother-in-law, son-in-law, daughter-in-law, aunt or uncle. Any additional days shall be charged at the employee's request to accumulated leave including compensatory time. Regular part time employees shall be entitled to funeral leave basis on a pro rated basis.

ARTICLE XIII - INSURANCE

- 13.01 A) Medical Insurance. A group comprehensive and major medical insurance plan shall be in force for all employees and their dependents should the employee enroll for such coverage. For full-time employees, the County shall pay 100% of the premium for this plan as set forth in the insurance appendix. For employees with a hire date prior to May 1, 2002, regularly scheduled part-time employees shall be covered by said medical insurance with the county paying 100% of the premium, provided the employee is normally scheduled to work eighty-five hours or more per month. The full insurance coverage for these part-time employees will be on the same terms, conditions and practices that were in effect as of ~~December 31, 2001~~ January 1, 2009. For part-time employees with hire dates after May 1, 2002, the County shall pay a pro-rated share of the premium as follows:

During the initial period of employment, the employee must be scheduled for at least 0.5 FTE and the employee's premium share will be based on upon the employee's scheduled FTE rounded to the nearest 10%. For example, if the employee is scheduled for a 0.7 position, the employee's premium share will be 30% and the employee will pay the 30% until the first day of the quarter following one full calendar quarter of employment. At that point, the employee's premium share will be based upon the employee's total paid hours during the previous calendar quarter as a percent of full-time and rounded to the nearest 10%. For example, if the employee is paid for 260 hours during the calendar quarter, the employee will pay 50% of the premium during the following calendar quarter. For the

purposes of this section, paid hours will include workers compensation time, State and Federal FMLA and all overtime. An employee who's scheduled FTE is below 0.5 will be eligible for insurance by accumulating paid hours above 0.5 during a calendar quarter.

B) State Mandated Benefits. The health plan will incorporate all State of Wisconsin mandated benefits.

ARTICLE XIV – HOURS OF WORK, WAGES, CLASSIFICATIONS AND PAY DAY

14.01 A. Hours of Work. The hours of work for regular full-time employees shall be eight hours per day and forty hours per week, The weekly work schedule for all regular full-time and regular part-time employees, except weekend Food Service Workers and Certified Nursing Assistants, shall provide at least alternative weekend's off-duty. Alternate weekends off-duty for employees working the night shift shall be Friday and Saturday. Time schedules and days off for one month at a time shall be posted prior to the first of the month.

B. Shift Differential. Shift differential shall be paid based on the position code of the employee's regularly held position. (i.e. a day shift employee shall not receive shift differential regardless of any particular shift worked).

- 1. Any employee, whose work shift starts after 11:30 a.m. and before 8:00 p.m., will receive a shift premium of ~~\$.40~~ \$0.50 for all hours worked. Effective January 1, 2011 An employee, whose work shift starts after 8:00 p.m. and before 4:00 a.m., will receive a shift premium of ~~\$.20~~ \$0.50 for all hours worked.

~~Effective July 1, 2007, Any employee, whose work shift starts after 11:30 a.m. and before 8:00 p.m., will receive a shift premium of \$.50 for all hours worked. An employee, whose work shift starts after 8:00 p.m. and before 4:00 a.m., will receive a shift premium of \$.30 for all hours worked.~~

14.05 Each employee covered by this agreement shall be classified by a job title as listed in the Wage Appendix under "Classification" and when any such employee is temporarily required to perform the work of a higher classified job title for more than ~~twenty~~ ten working days, he/she shall receive the rate of pay for such job title as provided in the Wage Appendix.

- 14.10 The Employer agrees to pay for Beautician licenses for all staff who perform beautician duties as directed, and LPN licenses for employees working as LPN's.
Effective January 1, 2011, on the first full payroll period in January, the Employer agrees to pay a yearly uniform allowance of \$50 to each LPN or CNA and \$25 to each employee working in the food service department.

ARTICLE XVIII – ALTERATION, LIMITATION, DURATION

- 18.03 This Agreement shall be in effect on January 1, 2010~~7~~ and shall remain in full force and effect through December 31, 2011~~09~~.
- 18.04 Unless either party desires to alter, amend or otherwise change this Agreement upon written notice to the other party to be received no later than July 1, 2009~~11~~, or the first day of July in any year thereafter, this Agreement shall automatically be renewed from year to year. In the event one of the parties desires to alter, amend, or otherwise change this Agreement and proper notice is given, but agreement between the parties to the proposed alteration, amendment, or other change is not reached prior to the expiration date listed in Section 18.03 of this Agreement, this Agreement shall remain in full force and effect until the parties shall agree on the terms and conditions of any proposed alteration, amendment, or other change.

It is expressly understood between the parties that time is of the essence in the submission and receipt, if any, of the aforementioned notice.

ARTICLE XXIII-APPENDIX, WAGES

- 0% ATB Wage adjustment for the 2010 calendar year.
- 1% ATB January 1, 2011.
- 1% ATB December 31, 2011.
- a 1% increase on the 180 month step (15 years) effective 9/1/2011
- a 1% increase on the 240 month step (20 years) effective 9/1/2011

APPENDIX A

Add the employee designations (i.e employee, employee plus child, employee plus spouse, or family) at the bottom of Appendix A.

APPENDIX C

Change the name of the classification title from "Release of Information Technician" to "Release of Information Coordinator."

Negotiation notes: The parties agree to an expedited arbitration over the issue of whether the following language means the County has to offer health insurance benefits to domestic partners:

"13.01 B State Mandated Benefits. The health plan will incorporate all State of Wisconsin mandated benefits."