

**RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS**

County Board Staff Committee
INITIATED BY

County Board Staff Committee
SUBMITTED BY



Amy Spoden, Human Resources Analyst
DRAFTED BY

December 8, 2010
DATE DRAFTED

**TO RATIFY THE 2010-2011 LABOR AGREEMENT BETWEEN ROCK COUNTY
AND
ASSOCIATION OF MENTAL HEALTH SPECIALISTS-HUMAN SERVICES PROFESSIONALS**

- 1 **WHEREAS**, the County is subject to 111.70 of the Wisconsin Statutes; and,
- 2
- 3 **WHEREAS**, representatives of Association of Mental Health Specialists-Human Services Professionals have
- 4 met with Corporation Counsel and the Human Resources Director several times in an attempt to arrive at a
- 5 mutual agreement on wages, hours and conditions 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 Association of Mental Health Specialists-Human Services Professionals.

Respectfully Submitted,

COUNTY BOARD STAFF COMMITTEE

J. Russell Podzilni
J. Russell Podzilni, Chair

Sandra Kraft
Sandra Kraft, Vice Chair

Eva Arnold
Eva Arnold

Hank Brill
Hank Brill

Betty Jo Bussie
Betty Jo Bussie

Ivan Collins
Ivan Collins

Absent
Marilynn Jensen

Louis Peer
Louis Peer

Kurtis L. Yankee
Kurtis L. Yankee

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FISCAL NOTE:

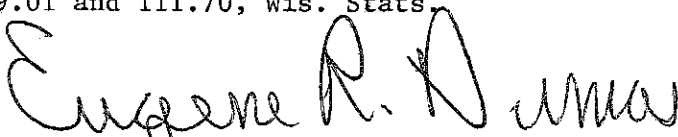
	<u>Base Compensation</u>	<u>Add'l Base Compensation</u>	<u>% Wage Increase</u>	<u>Overall % Increase</u>
2010	10,656,615	253,525	0 %	2.379%
2011	10,910,140	237,906	1% 1-1-11 1% 12-31-2011	2.181%



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

**ASSOCIATION OF MENTAL HEALTH SPECIALISTS -
HUMAN SERVICES DEPARTMENT AND ROCK COUNTY
Synopsis of Changes to the 2007-2009 Agreement
November 11, 2010**

ARTICLE IX – LEAVES OF ABSENCE

9.09 A. Jury Duty. Any employee called for jury duty in any court of competent jurisdiction shall be granted time off from his/her regular and normal daily schedule of working hours with pay, for such jury service provided such employee shall remit to Employer all fees received from the Clerk of Courts for such service, and further provided that no claim for overtime pay or compensatory time off shall be made by such employee as a result of his/her jury services.

~~B. A crisis worker who is scheduled to work the 3rd or 1m shift on the night prior to or morning of the day he or she is required to report for jury duty shall be granted time off with pay from such shift, provided he or she is actually required to report for jury duty. A crisis worker assigned to work 2nd or 2m shift on a day when he or she was required to serve jury duty shall be granted time off with pay from said shift, provided he or she actually served on jury duty that day. An employee affected by this provision shall notify the Department as soon as possible that they are required to report for jury duty.~~

B. Subpoena/Witness-Those individuals who are called as jurors or subpoenaed as a witness for a job related matter shall receive the following payment: time off at the regular rate of pay shall be granted to the employee.

Any employee who is paid his/her regular rate of pay while serving on jury duty/subpoena witness shall reimburse to the County any such fees that he/she is paid for that day.

C.. The County shall make reasonable accommodations for 2nd or 3rd shift employees (to include paid time off if appropriate) to serve as jurors or witnesses.

9.10 Funeral Leave. In the event of a death in an employee's immediate family, absence up to, but not exceeding three days will be allowed without loss of pay to attend the funeral.

In the event an employee is requested to act as a pall-bearer, he/she shall be granted up to one day to so serve without loss of pay.

In the event of the death of any employees' aunt or uncle, niece or nephew, absence up to, but not exceeding one work day without loss of pay will be allowed.

ARTICLE XII - SICK LEAVE

12.01 A. Full-Time Employees. Each full-time employee shall accumulate one sick leave day for each month or major fraction thereof of employment. Sick leave shall accumulate up to a maximum of one hundred-thirty (130) days. Employees who terminate or retire with ten (10) or more years of continuous service shall have ~~fifty-eight (58%)~~ fifty-nine (59%) of their accumulated sick leave days contributed to a Post Employment Health Plan (PHEP), not to exceed a total of ~~seventy-five (75)~~ seventy-seven (77) days. In the event of death of an employee, the County shall make the same sick leave payment to the employee's estate. In the event of discharge for cause, the employee will not receive this benefit.

ARTICLE XXIII – BENEFITS IN LIEU OF WAGES

- 13.05 ~~PHEP Effective January 1, 2008, employees who terminate or retire with ten (10) or more years of continuous service with the Employer shall have 58% of their accumulated sick leave days, subject to the limitations on accumulation as outlined in Section 12.01A, contributed to a Post Employment Health Plan (PHEP).~~

ARTICLE XIII – BENEFITS IN LIEU OF WAGES

- 13.08 A. All employees shall be allowed time off without loss of pay to attend ~~any school or type of~~ training which is mutually beneficial to the employee and the County, and all costs of ~~courses~~ such training shall be paid for by the County.
- B. Reimbursable costs for participation in ~~programs~~ trainings authorized by the Department Head under this provision shall include tuition registration, travel, meals and lodging related to said ~~program~~ training.
- C. All requests for participation in training programs by an employee shall be submitted in writing to the Department Head or his/her designee. Response to the employee shall also be in writing. The approval of such department head shall not be unreasonably withheld and, the County shall make reasonable efforts to equalize attendance at such functions among members of the bargaining unit.

ARTICLE XIV - HOURS OF WORK, CLASSIFICATION, PREMIUM PAY

- 14.01 A. Regular Workweek. The regularly scheduled workweek for full-time employees shall be forty hours per week, ~~(five 8 hour days; or, four 10 hour days; or four 9 hour days and one 4 hour day designated daily hours)~~, excluding regularly scheduled hours on Saturday and Sunday. Any permanent change for employee, unit, or classification of employees in said hours will be mutually agreed upon by the employee/employees, administration and the union.

This provision shall also apply to part-time employees who have not previously worked Saturday or Sunday hours, but does not restrict the County's right to create or maintain part-time positions that include such hours.

Any employee may request a flexible change in schedule in any seven day period with approval of from his/her supervisor. Any supervisor may request an employee to work a flexible schedule in any seven day period with the mutual agreement of both the supervisor and the employee

- 1) The regular workweek shall consist of hours of work between the times of 7:00 am and 7:00 pm, Monday thru Friday. The County may create new positions with hours of work within these boundaries or may reconfigure the hours of open positions within the boundaries, but may not change the hours of current employees without the agreement of the employee and the Association. An employee or Division Manager may request an alternative schedule within these same boundaries, subject to the provisions of 14.01 (D).

- 2) The County may also create new positions, reconfigure vacant positions, or request a change in hours for a current employee that includes work hours between the hours of 7:00 pm-7:00 am, Monday through Thursday or between 7:00 pm Friday and 7:00 am Monday. Any employee working such hours shall be paid a night/weekend differential of \$2.65 per hour for each night or weekend-hour worked.
- B. Crisis workers. Regularly scheduled work week of full time workers will be a total of 80 hours within a regularly reoccurring 14 day pay period.
- C. ~~Family Supportive Services Unit In home family treatment. Regularly scheduled ten hour day Monday Thursday equals forty hour week. Employees in the Supportive Services Unit may be required to flex their schedule to perform Foster Care Pre-Service Training.~~
- D. C. Deferred Prosecution. The hours of work will be 8:00 a.m. to 5:00 p.m., with a one-hour unpaid lunch, Monday through Friday. Each employee will select one night per week to conduct group sessions. Management will have the option of changing the employee's start time to later in the day of the evening session so that overtime may be avoided.
- D. ~~Ten Hour Schedule. Each year (January 1-December 31), an employee or management may request a 10-hour-day schedule. With agreement of the Association and management, the schedule change will be granted if management determines it to be in the best interest of the County operation. Management and the employee will determine the days of the week and the specific hours to be worked. The employee or management may revoke the 10-hour schedule and revert back to an eight-hour schedule, upon thirty (30) days written notice. Management and the employee, with notice to the Association, may make mutually agreeable changes in the hours and/or days of work at any point during the year if management determines it to be in the best interest of the County.~~

~~Employees interested in a 10-hour schedule must make a request, specifying the days of the week and hours requested, to their Supervisor, in writing, between November 1 and November 15 of the year preceding. Failure to request a 10-hour schedule will be deemed a waiver until the following sign-up period. Management shall respond on or before December 15.~~

~~Any flexing of this schedule will be in accordance with 14.01 (A) of this agreement. An employee working a 10-hour schedule, who is designated for after hours coverage, shall not be eligible for time and one-half until the end of his/her regular shift.~~

D. Alternative Work Schedule. An employee or Division Manager may request that an employee work a schedule different from that of the other workers in the unit, specifying the days of the week and hours requested. With agreement of the Association, the Division Manager, and the employee, the schedule change will be granted. The Division Manager and the employee will determine the days of the week and specific hours to be worked in accordance with Article 14.01. The alternative work schedule shall last for at least six months. The employee or the Division Manager may revoke the alternative work schedule and revert back to the former schedule, upon thirty (30) days written notice. The Division Manager and the employee, with notice to the Association, may make mutually agreeable changes in the hours and/or days of work at any point during the year if the Division Manager determines it to be in the best interest of the County. A decision by one division shall not create a practice or precedent or be binding on any other division.

~~Employees interested in an alternative schedule must make a request, specifying the days of the week and hours requested, to their Supervisor Division Manager in writing, between November 1 and November 15 of the year preceding. Failure to Division request a 10-hour schedule will be deemed a waiver until the following sign-up period. The Division Manager Management shall respond on or before December 15 in writing to such requests within 30 days.~~

Any flexing of this schedule hours will be in accordance with 14.01 (A) of this agreement. An employee ~~working a 10-hour schedule, regularly scheduled hours after 5:00 pm, and~~ who is designated for after hours coverage, shall not be eligible for time and one-half until the end of his/her regularly scheduled shift.

H. If a part time employee voluntarily accepts to be called in the employee shall be paid at a straight time rate unless he or she receives less than ~~12~~ four (4) hours advance notice of such assignment in which case he or she shall receives one and one and a half his or her regular pay.

14.03 Overtime Pay.

~~3. (Nurses) Mandation shall result in two times a nurses wage rate for all hours he or she is required to work after he or she has completed two hours worked beyond his or her initially scheduled shift, except when replacing a regularly scheduled nurses.~~

14.06 A. An after hours intake procedure for Child Protective Services (CPS) and Juvenile Justice Specialists ~~Prevention Services (JPS)~~ and all those employees whose job duties include carrying a pager-cell phone is established in accordance with the following:

After hours are designated as:

Monday, 5:00 pm to Tuesday, 8:00 am	(15 hrs.)
Tuesday, 5:00 pm to Wednesday, 8:00 am	(15 hrs.)
Wednesday, 5:00 pm to Thursday, 8:00 am	(15 hrs.)
Thursday, 5:00 pm to Friday, 8:00 am	(15 hrs.)
Friday, 5:00 pm to Saturday, 5:00 pm	(24 hrs.)
Saturday, 5:00 pm to Sunday, 5:00 pm	(24 hrs.)
Sunday, 5:00 pm to Monday, 8:00 am	(15 hrs.)

B. Pagers Cell phones will be provided by the County to all CPS and JPS Juvenile Justice Specialist employees on call during after-hours.

C. An initial schedule will be established covering a minimum three (3) month period of time. Such schedule may be lengthened to meet the needs of the employees. Using seniority, employees who have been trained may sign up for after-hours duty on a daily or weekly basis for any after-hours shifts during the schedule period. The maximum number of days scheduled in succession will not exceed seven (7) days. If no employee signs up for on-call duty, employees will be assigned on a rotating basis starting with the least senior qualified employee.

ARTICLE XVI - SALARY

- 16.01 Appendix A attached hereto and made a part of this Agreement by this reference, shall be in effect for the life of this Agreement.
- 16.02
1. Progression from Range I to Range II for Case Managers and ~~Probation Officers~~ Juvenile Justice Specialists will be automatic upon the employee's State certification as a Social Worker. The effective date of the increase will be the pay period immediately following notification with documentation of certification to management. The employee's wage rate will be increased to the step in Range II that provides an increase of at least three percent (3%) and the employee will be eligible for subsequent step increases each anniversary date of the promotion thereafter.
 2. For progression to Range III, employees will be required to have the specified education for the position which will allow them to compete for vacant positions when they are posted.
 3. For Registered Nurses in Range IV, newly hired nurses with no experience and possessing a bachelor's Degree will be hired at the 2-year step of the range. Nurses with no experience and without a Bachelor's Degree will be hired at the start step.
 4. Employees with relevant experience may be hired above the minimum hire rate based upon years of experience, but no employee will be hired above the 4-year step.
 5. An employee who meets the educational requirements for a Range III position may be placed and paid in a Range II position.
 6. An employee must have 15 or 20 years of service to move to the 15 or 20 year step. Movement to the other steps does not require the actual years of service associated with the step if the employee started at or was promoted to a higher step prior to serving the years associated with that step.

ARTICLE XXI – LAYOFF, REHIRE

- 21.01 G. An employee is deemed on layoff here and throughout this Agreement, if he or she suffers involuntary reduction of more than 8 hours in his/her workweek during a calendar year.
- ~~21.02 Nurses:~~
- ~~A. Any employee who is subject to layoff will receive four weeks notice or compensation to the extent such notice is deficient.~~
 - ~~B. Probationary employees shall be the first to be laid off regardless of their date of hire.~~
 - ~~C. Non-probationary employees shall be laid off in accordance with the following applicable procedure:~~
 - ~~D. In the event that there is no vacant equivalent position (i.e., same level of employment and same shift as that of the affected nurse) to which the affected registered nurse may be transferred, a nurse may bump another nurse under the following conditions:~~
 - ~~1. Notification of nurse of layoff. An employee is deemed on layoff here and throughout this Agreement, if he or she suffers involuntary reduction of more than 8 hours in his/her workweek during a calendar year.~~

- ~~2. Notification to another less senior registered nurse that a more senior registered nurse has bumped into that nurse's position.~~
- ~~3. Nurse's seniority shall be based on the date of hire by Rock County.~~
- ~~4. May bump into a position requiring the same number or fewer hours worked per pay period.~~

ARTICLE XXVII - DEFINITIONS

27.01 The following terms as hereinbefore used in this Agreement shall have the following meanings:

- G. Immediate Family – means child, step-child, mother, father, step-parent, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, spouse, domestic partner (as defined in Wis. Stats. Section 40.02(21)(d) or 770.05), brother, sister, grandparents and grandchildren.

(STRIKE IN ITS ENTIRETY THE ATTACHMENT TO THE CURRENT CONTRACT ON PAGE 21)

Implementation Procedure

1996

~~All employees will receive a 3% wage increase on their 1995 wages and will receive any scheduled step increases included in the employee's previous bargaining unit contract. The 1995 wage schedules in the 3 previous contracts will be adjusted by 3% for the purpose of determining the proper step amount.~~

1997

~~The new wage schedule will be implemented as of January 1. Each employee's December 31, 1996 wage rate will be adjusted by 3% and if that wage rate is between steps on the new schedule, the employee's wage rate will be adjusted to the next highest step in the new schedule. Employees will then be eligible for progression to the next step of the new schedule at the employee's anniversary date in 1997.~~

~~As of January 1, 1997, any employee with length of service of at least 15 years or 20 years, will be placed at the respective 15 year or 20 year step, as appropriate.~~

THE PARTIES AGREE TO RESOLVE ALL PROPOSALS RELATED TO THE CRISIS INTERVENTION UNIT BY AGREEING TO THE MOU REGARDING THE CRISIS UNIT REPRODUCED BELOW AND TO CHANGE SECTION 14.05 AS FOLLOWS:

14.05 Shift Differential- Crisis Intervention Unit.

~~Crisis Intervention Unit~~ The following shift differential schedule is established:

- ~~1. Full time personnel whose regular hours of work are 1:45 p.m. to 10:15 p.m., shall receive \$2.00 per hour in addition to their regular hourly rate.~~
- ~~2. Full time personnel whose regular hours of work are 8:00 p.m. to 4:00 a.m., shall receive \$2.00 per hour in addition to their regular hourly rate.~~
- ~~3. Full time personnel whose regular hours of work are 4:00 p.m. to 12:30 a.m., shall receive a \$2.00 per hour in addition to their regular hourly rate.~~
- ~~4. Full time personnel whose regular hours of work are 3:30 a.m. to 12:00 noon, shall receive \$2.00 per hour in addition to their regular hourly rate.~~
- ~~5. All personnel working part time during the hours specified in (1), (2), (3), and (4) above shall receive the differentials cited above.~~

For the remainder of the term of the 2010-2011 agreement the crisis intervention unit schedule shall be governed by the MOU dated November 18,2010.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
ROCK COUNTY
AND THE
ASSOCIATION OF MENTAL HEALTH SPECIALISTS,
IN THE
ROCK COUNTY HUMAN SERVICES DEPARTMENT**

Whereas, the Parties agree that it is in both their best interests to establish a mobile crisis unit; and

Whereas, the Parties are willing to agree to do this on a limited six (6) month trial basis beginning January 9, 2011; and

Whereas the Parties agree that they will meet and evaluate the new unit after five months in operation;

Now therefore, the Parties agree to the following:

- 1) The Phone and Mobile Crisis Shift Schedules will be as follows:
 - 1st 7:00 a.m. - 3:30 p.m.
 - 1m 9:00 a.m. - 5:30 p.m.
 - 2nd 3:00 p.m. - 11:30 p.m.
 - 2m 5:00 p.m. - 1:30 a.m.
 - 3rd 11:00 p.m. - 7:30 a.m.
- 2) An additional 2.8 FTE will be assigned to the unit during the trial period utilizing LTE positions.
- 3) Current personnel will select the new shifts by seniority.
- 4) The current call in order will be retained – part-time, full time, LTEs, and then pool.
- 5) The five month evaluation of the new mobile crisis unit will include but not be limited to: time studies, evidence of increased diversions, number of mobile requests accommodated and declined, shifts needed, and the total number of clients served.
- 6) Following the evaluation, any changes to this MOU shall be by mutual agreement. Options that might be considered at the end of the five month evaluation period include but are not limited to: continuation with the mobile unit but without the LTE positions, in which case the LTE positions would be abolished; keep the program going with the LTEs changed into permanent positions; reduction in the new personnel; and/or change in staff hours.

This agreement creates no practice or precedent, and shall be put in place whether or not the Parties have negotiated a successor agreement to the 2007-2009 contract which is currently in effect.

FOR THE COUNTY

FOR AMHS HSD

Date

Date

APPENDIX B**ROCK COUNTY HEALTH INSURANCE PLAN**

	<u>New Plan</u>
Deductible	\$100/\$300
Coinsurance	
In-Network	75%
Out-of-Network	65%
Out-of-Pocket Limit	\$550/\$1100
Office Visits	100% after \$15 primary care 100% after \$25 specialty care
Routine Care	
Adult Office Visits	100% to \$750; Copay applies
Mammogram, Pap, PSA	100%
Immunizations	Covered except for Travel
Colonoscopy	1 each 5 years for 50+ except 1 each year with family history (no age limit)
Children's Office Visits	Covered - No Age Limit
Hospital	Ded/Coins
X-ray & Lab	Ded/Coins
Skilled Nursing Home Limit	120 Days per Confinement
MH/CD Limit	No Combined Limit
Inpatient Limit	\$10000 per Cal Yr
Outpatient Limit	\$3500 per Cal Yr
Organ Transplants	Center of Excellence Only
Prescription Drugs	
Generic	\$7.00
Formulary Brand	\$22
Non-Formulary Brand	\$40
Add'l Prior Authorizations	ESI Recommended List Mandatory Mail Order Specialty Pharmacy Step Therapy No OTC drugs Cov'd
Other Programs	10%* Effective <u>1/1/2009-1/1/2011</u>
Contributions	Yes
Mandatory Health Risk Assessment	Yes
Mandatory Follow-Up Coaching	Yes
Pre-certification Penalty	Yes - \$200

* 10% maybe reduced to 0% in 2011 with satisfactory participation in 2010 Rock County Wellness Program, including Health Risk Assessment

**~~Rock County Wellness Program follow through will be voluntary in 2008, Mandatory in 2009 for premium reduction.~~

***All changes ~~Effective 1/1/2008 unless otherwise noted~~

APPENDIX E**MEMORANDUM OF UNDERSTANDING
between****ROCK COUNTY****and*****AMHS-HUMAN SERVICE PROFESSIONALS***

The parties do hereby agree that a portion of Article 21.01 remains in dispute and is the subject of a prohibited practice complaint filed by the Association with the Wisconsin Employment Relations Commission (WERC). The parties further agree that the final status of Article 21.01 will be determined by the ruling of the WERC Examiner, until such time that ruling is reversed upon appeal of either party. If the County prevails in this dispute, the wording of Article 21.01 will remain in subsequent contracts as it is in the 1996-97 contract, until such time as it is changed through negotiations or interest arbitration pursuant to State Statute 111.70. If the Union prevails in this dispute, the phrase "(bargaining unit member)" will be removed from the contract and will remain as such, until such time as it is changed through negotiations or interest arbitration pursuant to State Statute 111.70. The Union also retains its right to seek a declaratory ruling regarding the arbitrability of this issue if the WERC decision is not issued prior to filing for the declaratory ruling.

Dated this _____ day of _____, 2002.

 John S. Williamson, Jr.

 Victor J. Long
Wages:

- 0% ATB Wage adjustment for the 2010 calendar year
- 1% ATB January 1, 2011
- 1% ATB December 31, 2011
- add an additional 1% to the 15 year wage steps on 12/31/2011
- add an additional 1% to the 20 year wage steps on 12/31/2011