

**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

January 18, 2011  
DATE DRAFTED

**TITLE**

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

- 1 **WHEREAS**, the County is subject to 111.70 of the Wisconsin Statutes; and,
- 2
- 3 **WHEREAS**, representatives of Association of Mental Health Specialists-Rock Haven have met with
- 4 Corporation Counsel and the Human Resource Director several times in an attempt to arrive at a mutual
- 5 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 27<sup>th</sup> day of January, 2011 does hereby ratify the terms and conditions of the 2010-2011
- 17 agreement between Rock County and Association of Mental Health Specialists-Rock Haven.

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

Absent  
Betty Jo Bussie

Ivan Collins  
Ivan Collins

Marilynn Jensen  
Marilynn Jensen

Louis Peer  
Louis Peer

Kurtis L. Yankee  
Kurtis L. Yankee

11-1B-265

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**FISCAL NOTE:**

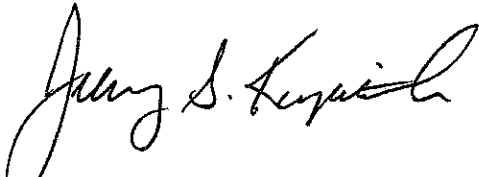
	<u>Base Compensation</u>	<u>Add'l Base Compensation</u>	<u>% Wage Increase</u>	<u>Overall % Increase</u>
2010	2,200,882	10,735	0 %	0.4877%
2011	2,211,616	42,458	1% 1-1-11 1% 12-31-2011	1.9198%



Jeffrey A. Smith  
Finance Director

**LEGAL NOTE:**

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



Jeffrey S. Kuglitsch  
Corporation Counsel

**ADMINISTRATIVE NOTE:**

Recommended.



Craig Knutson  
County Administrator

**ASSOCIATION OF MENTAL HEALTH SPECIALISTS -  
ROCK HAVEN AND ROCK COUNTY  
Synopsis of Changes to the 2007-2009 Agreement  
January 13, 2011**

**CHANGE # 1**

9.07 Leaves of Absence With Pay.

~~A. Court Responsibilities - Jury Duty/Subpoena Witness. Those individuals who are called as jurors or subpoenaed as a witness 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 jury fees that he/she is paid for that day.~~

9.07 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. Subpoena/Witness. Those individuals who are 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 subpoena witness shall reimburse to the county any fees that he/she is paid for that day.

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

[This language replaces 9.07 A. The remainder of the section remains unchanged and is re-lettered beginning with funeral leaves as 9.07D.]

**CHANGE # 2**

9.07 B. ~~Funeral Leave. Time off at the regular rate of pay shall be granted for a period of up to or any part of three days, depending upon relationship to the employee and travel distance, for terminal illness or death in the immediate family. The immediate family is defined as spouse, child, step child, parent, step parent, grandparent, grandchildren, parents in law, son in law, daughter in law, brother, sister, brother in law, sister in law.~~

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. The immediate family is defined as spouse, domestic partner (as defined by Wis. Stats. Section 40.02(21)(d) or

770.05), child, step-child, parent, step-parent, grandparent, grandchildren, parents-in-law, son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law.

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.

### CHANGE # 3

- 11.01 A. Full-Time Employees. All regular full-time employees covered by the terms of this Agreement shall earn vacation from the most recent date of employment followed by uninterrupted employment and shall be allowed paid vacation according to the following schedule:

Employees shall be entitled to annual paid vacation as follows: Upon completion of one year, ten working days; in addition, employees shall be entitled to one additional day of vacation per each additional years of employment, up to a maximum of ~~twenty-two~~ twenty-five working days of paid vacation per year.

After 2 years – 11 days

After 10 years – 19 days

After 3 years – 12 days

After 11 years – 20 days

After 4 years – 13 days

After 12 years – 21 days

After 5 years – 14 days

After 13 years – 22 days

After 6 years - 15 days

After 17 years – 23 days

After 7 years – 16 days

After 18 years – 24 days

After 8 years – 17 days

After 19 years – 25 days

After 9 years - 18 days

- B. All regularly scheduled part-time employees covered by the terms of this Agreement shall be allowed paid vacation on a pro-rated amount.

### CHANGE # 4

- ~~11.03 A. Social Workers and Recreational Therapists. Any employee entitled to a vacation at the time of terminating his/her services with the County, shall be paid for his/her cumulative vacation credits at the time of severing his/her status. The employee must give four weeks notice of termination, unless notice is impossible. If an employee fails to give said notice of termination said employee forfeits his/her right to cumulative vacation credits as set forth herein, at the option of the County.~~

- ~~B. Nurses. Any nurse entitled to a vacation at the time of terminating his/her services with the County shall be paid his/her cumulative vacation credits at the time of severing his/her status. The employee must give at least four weeks notice of termination, unless notice is impossible. If any employee fails to give said notice of termination, said employee forfeits~~

~~his/her right to cumulative vacation credits as set forth herein. In the event of the death of a nurse, all accrued vacation benefits shall be paid to the deceased nurse's heirs.~~

- 19.01 An Association member shall give Rock Haven at least four weeks written notice of intent to resign unless such notice is impossible.

### CHANGE # 5

- 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.
- B. Part-Time Employees. All regular part-time employees shall receive sick leave credit in a pro-rated amount.

### CHANGE # 6

- 12.01 B. Part-Time Employees. All regular part-time employees shall receive sick leave credit in a pro-rated amount, based on their actual hours worked.

### CHANGE # 7

- 12.02 D. Accumulated unused sick leave may be used in the event of injury or serious illness of members of the immediate family, ~~but shall be limited to no more than six days per year.~~

### CHANGE # 8

- ~~13.06 PHEP. Effective January 1, 2008, employees who terminate or retire with ten 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 (PEHP).~~

### CHANGE # 9

- ~~13.07 Professional Liability Insurance For Nurses. Each nurse represented by the bargaining unit as defined in Article I shall be reimbursed once per year not to exceed fifty dollars for the purchase of professional liability insurance. Reimbursement will be made by the County promptly after presentation by the employee of proof of payment for said insurance. Reimbursement will be on a pro-rated basis for full payments made on policies insuring the employee for longer than one year.~~

**CHANGE # 10**

13.09 Educational - Nurses. A full-time employee enrolling at an accredited institution pursuing a Bachelor's Degree in Nursing to further their career at Rock County shall be entitled to reimbursement of ~~seventy-five percent a year~~ for tuition and books upon submission of proof of satisfactory completion (grade of B or equivalent) for each course. Total reimbursement to the employee shall not exceed ~~\$2,000.00~~ \$500 per calendar year (~~\$1,000.00~~ \$250 for part-time employees). Such reimbursement shall be available whether such nurse remains in active employment or is on leave of absence. Educational leaves require the prior approval of the Nursing Home Administrator. In accepting an educational leave, the employee agrees to work with the County of Rock for a period of three days for every one-day that said leave of absence for educational purposes is granted.

**CHANGE # 11**

14.01 F. When working an additional shift, the RN will only be mandated as a last resort.

[The remainder of the section remains unchanged and is re-lettered beginning with Method of Calculating Actual Hours Worked as 14.01G]

**CHANGE # 12**

14.03 Overtime Pay.

1. All hours worked in excess of forty hours per week by regular full-time employees of the Social Work Division shall be compensated at the rate of time and one-half the regular rate of pay if money is available within the appropriate salary budget, or time and one-half compensatory time, at the option of the employee.
2. All hours worked in excess of eight hours per day, or forty hours per week, by members of the Nurses Division shall be compensated at the rate of time and one-half the regular rate of pay. Overtime pay may be taken in cash or time and one-half compensatory time off, ~~time and one-half in lieu of cash by mutual agreement of the nurse and the Associate Administrator of Nursing Services,~~ at the option of the employee.
3. Mandation shall result in two times a nurses wage rate for all hours he/she is required to work, except when replacing a regularly scheduled registered nurse in the mandated nurses pre-scheduled unit. This provision does not apply to registered nurses receiving the float premium specified in Article 14.07.

**CHANGE # 13**

14.03 4. Compensatory time may accumulate to a maximum of eighty (80) hours and up to twenty (20) hours may be carried over from calendar year to calendar year.

**CHANGE # 14**

14.05 Meetings. There shall be one staff nurse meeting each quarter. ~~All employees covered by this Agreement shall be paid a premium for attendance at this meeting.~~ Off-duty employees shall be paid at ~~two and one half (2 1/2)~~ one and one half (1 1/2) times the employee's regular hourly rate. ~~Mileage at the IRS established rate per mile shall be paid to those who must travel in to work to attend this meeting.~~

**CHANGE # 15**

14.07 Float Premium – Nurses.

- A. A nurse who accepts a position that can be assigned to any unit at times such are specified in the section will be paid a premium of \$3.00 per hour for all paid hours, in addition to any applicable shift differential, and such premium will be included in all overtime calculations. Float positions shall be posted as day/p.m., p.m./nights, or nights/days. A nurse who accepts such a position shall not be involuntarily prescheduled to work more than 8 hours a day or more than his/her FTE in a pay period. There shall be a minimum of 16 hours between prescheduled shifts. ~~No more than 1/3 of bargaining unit Registered Nurses shall be float positions. Float nurses, like non float nurses, shall not be prescheduled to work two consecutive weekends.~~
- B. A limited float position is a position that may be assigned to any unit, but may only be assigned to work one shift – days, PMs, or nights. A nurse who accepts a limited float position will be paid a premium of \$1.00 per hour, in addition to any applicable shift premium.
- C. No more than 1/3 of bargaining unit Registered Nurses shall be float positions. Float nurses, like non-float nurses, shall not be prescheduled to work two consecutive weekends

**CHANGE # 16**

20.02 Association representatives shall be permitted to participate in collective bargaining sessions, provided that if bargaining sessions are conducted during the regular and normal schedule of working hours for such persons, the County shall continue to pay wages for the time spent in such sessions to only four Association representatives, to be designated by the Association. If bargaining sessions are held at a time when none of the designated Association representatives are schedule to work, the County will pay up to two representatives their regular rate of pay for participation in such sessions.

**CHANGE # 17**

**APPENDIX B****ROCK COUNTY HEALTH INSURANCE PLAN**

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

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



**CHANGE # 18****APPENDIX D****1984 AGREEMENT REGARDING DISCIPLINE****BETWEEN****THE ASSOCIATION OF MENTAL HEALTH SPECIALISTS & ROCK COUNTY**

Whenever the County, acting through its management or supervisory personnel, holds a meeting with an employee in the Unit represented by the Association of Mental Health Specialists:

- 1) where a purpose of such meeting is to investigate that employee's conduct and the investigation may result in a recommendation or a decision to discipline that employee or;
- 2) where a purpose of such meeting is to consider whether, or to what extent, to recommend or decide that employee should be disciplined, the County shall comply with the following procedure.

It shall:

- a) inform the employee that he or she is entitled to union representation at that meeting;
- b) permit the employee to confer with his or her union representative before the meeting takes place. Prior to the conference, the County shall inform the Union representative of the name of the employee involved, the purpose of the meeting, and the reasons which have caused the County to hold the meeting. Unless there are extenuating reasons related to patient care, this information shall be provided at least 24 hours prior to the meeting.

It is understood that the County may terminate such meeting at any time and proceed with its investigation independently.

At such meeting, the Union representative shall be present and shall be allowed to speak for the employee, to advise him or her as to his/her rights, including his/her right to remain silent without being penalized for doing so, and to caucus with the employee. The employee shall be entitled to permit the Union representative to act for him or her in this meeting and to remain silent in the meeting without being penalized for doing so.

**CHANGE # 19****APPENDIX E****VACATION BIDDING****Bidding for Guaranteed Vacation for March 15, through March 14 of the following year**

Vacation bidding will follow the **two-step process**.

- **Step one** allows all employees to bid for one 5-day block (or pro-rated) or two 5-day blocks of vacation time as long (as both blocks are in the same pay period).
- **Step two** allows staff to bid the remainder of their vacation time.

As in the past, bidding will occur from most to least senior in each bidding pool.

Each of you will be given two specific times, by seniority in your particular bid pool, to enter your bid in the appropriate bid book.

If, by chance, you are unable to enter your bid in person you may give your bid choice(s) to an authorized AMHS member. Provide the union representative a written request so that he/she will enter your bid for you.

Because you will be bidding in the order of seniority, you must appear at the appointed times, or give your bid request to your union representative. No provision will be made for out-of-order bidding.

If you are fifteen (15) or more minutes late for your appointment, bidding will move on to the next bidder and you will be given an opportunity to come back to bid after all employees in your bid pool have had an opportunity to participate. No Exceptions!

**What to Bid**

1. Vacation time on record and anticipated at anniversary date.
2. Holiday time on record may be used from the day after Labor Day through the day before Memorial Day to extend your vacation bid, including the first 5-day block.
3. Holiday time cannot be used from Memorial Day through Labor Day and 12/21/2011 thru 1/01/12.
4. Summer time vacation restrictions: employees are limited to two 5-day blocks (or pro-rated) from Memorial Day through Labor Day.

Note: if unable to bid summer vacation in blocks, the employee may bid the equivalent number of days off during the summer during the second bid.

5. Weekend rules: if you work the inside weekend, both weekend days can be used as your vacation (5-day or two 5-day blocks) bid.

If you work the outside weekend, a total of two weekend days can be included with your bid (5-day or two 5-day blocks). You can elect to use the first Sunday and last Saturday of the pay period or to include the Saturday prior to the pay period or the Sunday following the pay period to take an entire weekend off.

6. During your **first bid time**,

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

Holiday time on record can be used to extend your vacation bid, including the first bid (5-day block or two 5-day blocks in the same pay period) during from the day after Labor Day through the day before Memorial Day.

7. During your **second bid time**, employees may bid the remainder of their vacation time (with holiday time extensions as listed above).

### **Bidding Limits**

1. The pro-rated block for part-time staff is:
 

0.4 FTE = 16 hrs	0.7 FTE = 28 hrs
0.5 FTE = 20 hrs	0.8 FTE = 32 hrs
0.6 FTE = 24 hrs	0.9 FTE = 36 hrs
2. The remaining vacation time can be used with holiday extensions as long as the employee uses at least one vacation day with these holidays and observes the summer rule of no more than two 5-day blocks of time off.
3. 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.

Note: The summer vacation restrictions applies here. If the employee has already taken two summer weekends off with his/her 2 blocks to time, he/she is not eligible to take more summer weekend time off.

**New Employees** – You will be eligible for vacation after one full year of work. You may participate in the bidding process, for time off from the date of your anniversary until March 14, of each year.

### **AMHS BIDDING POOLS –**

- a. Social worker off per week
- b. One RN per bidding pool off each day
  - All day shift RNs, MDS RNs and day/evening relief RNs will be in a pool
  - All PM and Nigh Shift RNs and PM/Night relief RNs will be in a pool.
- c. Recreational Therapist, one off per week.

### **NOTICE OF ASSIGNED BID SCHEDULE**

1. Notices, by bid pool, will be posted in the work locations in early January annually. You will be expected to **initial your appointment**, indicating that you are aware of the appointment even if you do not plan to bid for guaranteed vacation.
2. The notice will be posted for one week.
3. Bidding, by appointment, will begin in mid January.

### **PAY FOR TIME SPENT BIDDING**

Some of you will be scheduled to bid during your hours of work and some will not. If you are scheduled to bid while off duty, your time spent will be unpaid.

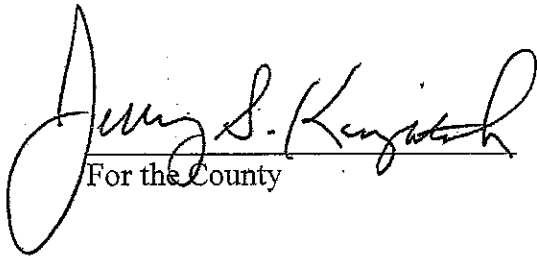
### **AFTER YOUR BID IS APPROVED.....**


1. Vacation cannot be revised
2. Vacation cannot be withdrawn
3. Vacation does not follow if you change positions (except if bumped).
4. 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.
5. Vacation carry over of more than 8 hours will not be approved.
6. Vacation pay-out must be requested prior to the employee's anniversary date each year to avoid loss of hours.

**SALARY CHANGE**

.0% ATB 1/1/2010  
.1% ATB 1/1/2011  
1% ATB 12/31/2011

Adjustments: 1% on 7/1/2011 for the 15 year and 20 year steps

  
\_\_\_\_\_  
For the County

  
\_\_\_\_\_  
For the Association

1/14/11  
\_\_\_\_\_  
Date

1-18-11  
\_\_\_\_\_  
Date