

SHEBOYGAN COUNTY RESOLUTION NO. 45 (2010/11)

Re: **Authorizing Human Resources Committee to Enter into Labor Contract with Sheboygan County Health Care Facilities Employees, Local 2427, AFSCME, AFL-CIO**

WHEREAS, tentative agreement has been reached with regard to reopening the current labor contract for employees within the Sheboygan County Health Care Facilities Employees, Local 2427, AFSCME, AFL-CIO, and

WHEREAS, provisions of a reopened labor contract would provide for a term to run through 2016 which will be broken down into two terms, one for 2011/13 (including changes to the previously-executed Agreement covering 2011/2012) and one for 2014/16, and

WHEREAS, the proposed changes to the first term **(2011/13)** to the existing contract can be summarized as follows:

1. **DURATION** Three years – January 1, 2011, through December 31, 2013.

2. **WORK DAY/WEEK SCHEDULES, SHIFT DIFFERENTIAL** Article 8 - Effective April 1, 2011, revise Section III by deleting the paragraph which begins "Weekend Differential" in its entirety. Effective April 1, 2011, further revise Section III to replace the first two paragraphs with the following:

An employee who works a late afternoon shift shall receive the following shift premium for the entire shift: \$0.40 per hour for Licensed Practical Nurses and \$0.25 per hour for all other employees. An employee who works a night shift shall receive the following shift premium for the entire shift: \$0.40 per hour for Licensed Practical Nurses and \$0.35 per hour for all other employees.

A late afternoon shift is one where the majority of hours worked fall between the hours of 3:00 pm. and 11:00 p.m. A night shift is one where the majority of hours worked fall between the hours of 11:00 p.m. and 7:00 a.m. When an employee works more than four hours past an 8-hour shift, the time worked after 8 hours will be treated as a separate shift with any shift premium determined by the majority of hours in that separate shift.

Add a new Section IV as follows:

MAINTENANCE ON-CALL. Each maintenance staff member may be required to serve on-call for a week at a time on a rotating basis. While on-call, they will be required to carry a County-provided cell phone and to be available to report to work as needed at the facility. There will be no requirement for minimum number of hours worked or paid if the employee is called. Each employee who serves on-call for a week will receive a flat sum of \$25.00 on-call pay for the week.

3. **WAGES/APPENDIX A** Article 9 – Revise to provide for the following across-the-board increases:

Effective January 1, 2011	2%
Effective January 1, 2012	1%
Effective January 1, 2013	1%

4. **WAGES** Article 9 – Add provisions for incentive bonus pay which may be earned as follows:

Effective April 1, 2011, one-half percent if the facility meets its budgeted target for gross room and board revenue (census); one-quarter percent if the facility meets its target for percentage of scheduled shifts not worked; and one-quarter percent if the facility meets its target for percentage of overtime hours worked, for a total maximum bonus potential of 1.0% of wages.

Effective January 1, 2012, one and one-half percent if the facility meets its budgeted target for gross room and board revenue (census); three-quarters percent if the facility meets its target for percentage of scheduled shifts not worked; and three-quarters percent if the facility meets its target for percentage of overtime hours worked, for a total maximum bonus potential of 3% of wages each year.

The incentive bonus pay will be calculated each quarter, with the percentage of bonus pay earned applied retroactively to each employee's gross wages for the quarter, and paid in one lump sum each quarter. Incentive bonus pay will not affect base pay.

In the event that the County and the Union disagree as to whether an incentive bonus target has been met for any quarter, the parties will provide for a mutually agreeable dispute resolution system, under which an impartial arbiter will be appointed to make a binding decision without delay as to whether the target has been met.

5. **LONGEVITY PAY** Article 12 – Revise to provide that the percentage longevity pay will be frozen as of January 1, 2013, such that no employee will advance to any higher percentage of longevity pay after that date.

6. **TIME AND ONE-HALF** Article 13 – Insert the following paragraph:

Notwithstanding any other provision of this Article, attendance at any continuing education or training provided by the County will be compensated at straight time.

7. **PENSION** Article 16 – Delete the language as in the 2009/2010 Agreement in its entirety and replace with the following:

Employees not subject to the Graduated Benefit Program will pay the following amounts expressed as a percentage of wages toward the employee contributions under the Wisconsin State Retirement System:

Effective April 1, 2011	2%
Effective January 1, 2012	4%
Effective January 1, 2013,	the full amount of the employee contribution as established by state law.

The employee contributions specified above will be made by employees through payroll deductions. The employer-required share of contributions as well as any portion of the employee contributions not specified to be made by employees under this Article will be paid by Sheboygan County.

Employees who are subject to the Graduated Benefit Program will pay the employee contributions as provided by the terms of that program.

8. **HEALTH INSURANCE** Article 17 – Revise by deleting the second paragraph and replacing with the following:

Effective January 1, 2011, full-time employees will pay 10% of the applicable health insurance premium for family or single coverage.

Effective January 1, 2012, full-time employees who participated in the County's health risk assessment program will pay 12.5% of the applicable health insurance premium for family or single coverage, and those who did not participate will pay 15%.

Effective January 1, 2013, full-time employees who participated in the County's health risk assessment program will pay 15% of the applicable health insurance premium for family or single coverage, and those who did not participate will pay 17.5%.

Notwithstanding the foregoing provisions, the share of health premiums to be paid by employees subject to the Graduated Benefits Program will be as determined by the terms of that program.

9. **DENTAL INSURANCE** Article 17 – Effective January 1, 2012, revise this Article by deleting the second to last paragraph in its entirety and replacing with the following:

The County will provide an optional dental coverage plan which an employee eligible for benefits may participate in by paying 100% of the applicable premium for family or single coverage.

10. **SICK LEAVE** Article 18 – Delete the language as in the 2009/2010 Agreement in its entirety and replace with the following:

1. *Conversion of Existing Sick Leave Balances.* As of April 1, 2011, all existing sick leave balances will be replaced with sick pay balances. Sick pay balances will be expressed in dollar amounts, and the initial balances will be determined by multiplying the number of sick time hours in each employee's bank by the employee's regular hourly rate of pay, including percentage longevity but *not* including any premium or differential pay.

2. *Accrual of Sick Pay.* On or after April 1, 2011, each regular full-time or part-time employee will earn sick pay equal to the employee's regular hourly rate of pay for each twenty-two (22) paid hours. For purposes of this provision, paid hours include hours actually worked and hours paid as vacation or holiday but *not* hours paid as sick pay. For purposes of this provision one hour of overtime worked will be counted as one (not one and one-half) paid hour.
3. *Sick Pay Banks.* There is no limit to the amount of sick pay that an employee may accumulate in the employee's sick pay bank. An employee who has sick pay in excess of 480 times the employee's regular hourly rate of pay may withdraw all or a portion of the sick pay in excess of that amount once per year, at the employee's option, during the fourth quarter of the year. An employee who submits an irrevocable notice of resignation on a County-supplied form, indicating the employee's intent to resign during the upcoming year may, at the employee's option, be paid out any sick pay in the employee's bank which is in excess of 80 times the employee's regular hourly rate of pay.
4. *Use of Sick Pay.* An employee may use sick pay in the employee's bank for any period of absence from employment which is due to his or her illness, bodily injury, exposure to contagious disease, pregnancy (which physically unable to carry out work responsibilities), or attendance upon members of his/her immediate family (defined as wife, husband, and children and any legal ward), where the employee's presence is required on death in the immediate family (defined as husband, wife, children, stepchildren, parents, stepparents, grandparents, grandchildren, brothers, sisters, mother-in-law, father-in-law, sister-in-law, brother-in-law, of the employee or his/her spouse).

- a. The Department Head has a duty to require that the employee make other arrangements within a reasonable time for attendance upon children or other persons in his or her care.
 - b. The Department Head shall require a medical certificate to justify any absence from work due to illness or injury in excess of three days' duration. The employee shall provide a medical statement within 48 hours after the day the employee returns to work.
 - c. In the event that a holiday falls on a regular work day within a week or weeks taken as vacation or an absence from work due to illness or injury, such holiday shall not be charged as vacation and no sick pay may be used for the holiday.
 - d. An employee may not take sick pay for any period during which the employee is suspended.
5. *Sick Pay After Termination.* Upon termination of employment, all employees shall be paid for their unused accumulated sick pay, subject to the following conditions:
- a. No sick pay will be paid out while an employee is on an approved general leave of absence or military leave.
 - b. When a regular employee is laid off, any sick pay in the employee's bank may, at the employee's option, be continued in the sick pay bank for up to one calendar year in the expectation that the employee may be recalled to work.
 - c. In the event of the death of an active employee, any sick pay in the employee's bank will be paid to the employee's estate.

11. **HOLIDAYS**

Article 20 – Revise schedule of holidays to reflect appropriate dates for each year. Effective January 1, 2013, further revise this Article by eliminating the language which allows employees to take equivalent

time off within 30 days before or 60 days after a holiday, and to provide that an employee who works on the actual holiday will receive two and one-half times the pay for hours worked on the holiday with no additional day off or payout for the holiday.

The parties also agree to meet prior to January 1, 2013, to attempt to mutually agree on a system for scheduling holiday time off which will limit the number of holidays that may be granted off by seniority.

12. **REST PERIOD**

Article 25 – Revise to provide that a minimum of one ten-minute rest break will be provided during a partial shift of at least three hours' duration.

13. **SENIORITY**

Article 27 – Revise Section 2 to provide that an employee may post for a new position pursuant to this Article only for positions that are in the same job classification that the employee currently holds. Applications for other open positions in the bargaining unit outside of the employee's job classification will not be subjected to the seniority rule.

Further revise this Article to provide that a person posting into a new position will have the option of returning to his or her former position within 14 calendar days (instead of 90) after starting work in the new position.

14. **MISCELLANEOUS**

Weekend-only CNAs. The MOU currently in effect for weekend-only CNAs will be incorporated into the collective bargaining agreement as a new Article and will be revised to provide for up to 25 every-other-weekend CNAs (with any CNAs schedule to work every weekend counting as two).

Weekend-only LPNs. The MOU currently in effect for weekend-only LPNs will be incorporated into the collective bargaining agreement as a new Article which will be revised to provide for up to ten every-other-weekend LPNs (with any LPNs scheduled to work every weekend counting as two).

Dietary Tier Wage Program. Effective April 1, 2011, create a new tier level of wages which will apply to any person who begins working in a position as a Food Service Worker I or a Food Service Worker II on or after April 1, 2011. For the remainder of 2011, the wage rates applicable to this tier will be:

	Start	6 Months	12 Months
Food Service Worker I	\$9.41	\$9.66	\$10.66
Food Service Worker II	\$10.50	\$10.75	\$11.75

The wage schedule for this tier as described above will be adjusted after December 31, 2011 pursuant to any provision for across-the-board increases which are provided generally to members of the bargaining unit. Employees in this wage tier will also be eligible for incentive bonus pay.

It is the intent of the parties that there will be no reduction in the number of regular food service worker positions solely as a result of this provision, although the County makes no commitment regarding future staffing levels.

Graduated Benefits for New Hires. The provisions of the Memorandum of Understanding – Graduated Benefit Positions dated June 3, 2010, as clarified by the Memorandum of Understanding Clarification Regarding New Hire – Graduated Benefit Positions dated August 18, 2010, will be incorporated into the collective bargaining agreement as a new Article. These provisions will be further modified to provide that employees hired after January 1, 2011, will be required to pay the full amount of the employee contributions under the Wisconsin State Retirement System and will *not* be refunded any contributions pursuant to the previous language of Article 16 prior to amendment by this Agreement.

FMLA. Revise the collective bargaining agreement to provide that employees on Family and Medical Leave Act leave shall be required to use sick pay, and if sick pay is exhausted, the employee may use any available vacation or holiday time while on leave to the full extent permitted by applicable law.

Early Retirement Program. No later than July 1, 2011, the County will establish a mutually agreeable early retirement program which will target employees who are at maximum benefit levels and who would be 3 to 7 years from retirement without any incentive and which will provide for credits toward health premiums in monthly amounts to be specified for employees eligible for retiree health coverage.

Employee Discipline Issues. Provide as follows:

- a. No disciplinary action will be issued regarding pattern use of sick leave until a mutually acceptable policy is developed and implemented. Disciplinary actions for pattern use of sick time which are subject to currently-pending grievances will be held in abeyance or withdrawn. This provision will not preclude any disciplinary action based on other forms of sick leave abuse.
- b. Violations with regard failure to properly maintain certification and licensing will be treated as a separate category of offense for purposes of progressive discipline.
- c. The County will maintain records demonstrating compliance with all of the steps required for mandation in the collective bargaining agreement, and will make those records available to union members or representatives to inspect. This provision will not preclude disciplinary action for any employee who refuses mandation. The parties agree to discuss possible improvement to the work rules regarding mandation.
- d. On a case-by-case basis, where appropriate consistent with the needs of the facility, the County will consider allowing intermittent medical leave on employees for less than a full shift when needed for medical appointments.

Agreement Not to Sell, Lease, or Close Rocky Knoll.

During the term of this Agreement, Sheboygan County agrees not to sell, lease, or transfer any portion of the operation of Rocky Knoll Health Care Center or close any portion of Rocky Knoll Health Care Center unless due to circumstances beyond the County's control, such as regulatory action, natural disaster, or lack of residents which makes continuation of the portion for the operation impossible or impractical. This Agreement does not constitute a guarantee against lay-offs or other reduction in positions or staffing and shall not be construed to have any effect on or relevance to the issue of the County's right to subcontract work under Articles 3 and 30. This provision will expire on December 21, 2016.

WHEREAS, the proposed changes to the second term **(2014/2016)** can be summarized as follows:

1. **DURATION** Three years – January 1, 2014, through December 31, 2016.

3. **WAGES/APPENDIX A** Article 9 – Revise to provide for the following across-the-board increases:

Effective January 1, 2014	1%
Effective January 1, 2015	1%
Effective January 1, 2016	1%

The incentive bonus pay provisions, including a maximum potential bonus pay of 3% each year based on quarterly calculations and payments, will remain in effect.

WHEREAS, the actual cost of the components in each of the years is estimated to be as reflected on the fiscal note accompanying this Resolution;

NOW, THEREFORE, BE IT RESOLVED that by the adoption of this Resolution the tentative agreement is hereby ratified; the previously-executed agreement covering 2011-2012 is reopened for the specific purpose of adopting the terms as outlined in the tentative agreement and for no other purpose; and the Human Resources Committee is hereby authorized to execute, on behalf of Sheboygan County, new labor contracts with the Sheboygan County Health Care Facilities Employees, Local 2427, AFSCME, AFL-CIO, which includes the terms of the Tentative Agreement.

Respectfully submitted this 15th day of March, 2011.

HUMAN RESOURCES COMMITTEE

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Devin LeMahieu, Chairperson

Roger L. Te Stroete
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ADOPTED 3.15.2011