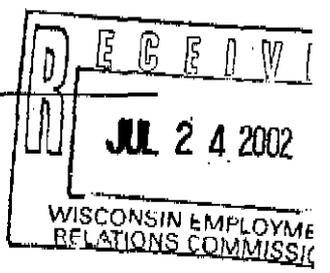


BEFORE THE ARBITRATOR



In the Matter of Final and Binding Final Offer Arbitration Between

MONROE COUNTY COURTHOUSE EMPLOYEES LOCAL UNION,  
AFSCME, AFL-CIO

and

COUNTY OF MONROE, WISCONSIN

WERC Case 152 No. 60331 INT/ARB-9382  
Dec. No. 30292-A

I. NATURE OF PROCEEDING. This is proceeding in final and binding final offer arbitration between the Monroe County Court House Employees, a Local Union of the American Federation of State, County, and Municipal Employees, AFL-CIO and the County of Monroe, Wisconsin. The Union, having petitioned the Wisconsin Employment Relations Commission on September 4, 2001 alleging that an impasse existed between it and Monroe County in reaching a collective bargaining agreement. The Commission investigated and found that such an impasse did exist. The Commission also having found that the parties had substantially complied with the procedures of Section 111.70 (4) cm of the Municipal Employment Relations Act prior to arbitration, certified that the statutory conditions required prior to initiation of arbitration had been met and ordered arbitration on March 12, 2002. The parties then selected the undersigned, Frank P. Zeidler, Milwaukee Wisconsin as arbitrator and he was so designated by the Commission on April 11, 2002. A hearing was held on May 30, 2002 at the Monroe County Courthouse, Sparta, Wisconsin. Parties were given full opportunity to give testimony, present evidence and make argument. Briefs subsequently were filed the last brief being received on July 5, 2002.

This is the first contract between the parties.

II. APPEARANCES.

DAN PFEIFER, Staff Representative, Wisconsin Council 40, AFSCME,  
AFL-CIO, appeared for the Union.

KEN KITTELSON, Personnel Director, Monroe County, appeared for the  
County.

III. The final complete Bi-lateral Agreement offers are listed hereafter as Union offer, Appendix A, and County offer, Appendix B. The Union identifies the following provisions as being at issue.

1. Article 8, Section 1 - Hours of Work
2. Article 8, Section 2 - Compensatory time.
3. Article 9, Section 1 - Holidays.
4. Article 9, Section 2 - Compensatory time language.
5. Article 16, Union Section 5 - Layoff notice.
6. Article 17, Section 1 - Posting for probationary employees.
7. Article 19, Section 2 - Benefits while on Worker's Compensation.
8. Article 21, Union Section 6 - Continuing education payments.
9. Article 21, Union Section 7 and County Section 6 - Working in a higher rate job.
10. Article 21, Union Section 8 - Temporary employment.
11. Article 21, Union Section 9 and County Section 7 - Call-in premium.
12. Article 21, Union Section 10 - On call compensation.
13. Salary Administration, Union 2 - Red circled employees.
14. Salary Administration, Union 3 - Promotional language.
15. Salary Administration, Union 4 - Victim/Witness Coordinator.
16. Salary Administration, Union 5 - Adjustments in pay grade.

The County in a letter to the investigator of the Commission on date of November 14, 2001 listed the following articles at issue:

- |                           |                            |
|---------------------------|----------------------------|
| 1. Article 3, Section 2.  | 8. Article 16, Section 2.  |
| 2. Article 8.             | 9. Article 17, Section 1.  |
| 3. Article 9.             | 10. Article 18.            |
| 4. Article 10, Section 3. | 11. Article 19.            |
| 5. Article 11, Section 6. | 12. Article 20.            |
| 6. Article 12, Section 4. | 13. Article 21, Section 4. |
| 7. Article 13.            | 14. Wage schedule.         |

IV. STIPULATIONS. The parties have stipulated to all other matters between them through tentative agreement.

V. FACTORS CONSIDERED. Section 11.70 (4) (cm) 7.

7. 'Factor given greatest weight,' In making any decision under the arbitration procedures authorized by this paragraph, the arbitrator or arbitration panel shall consider and shall

give the greatest weight to any state law or directive lawfully issued by a state legislature or administrative officer, body or agency which places limitations on expenditures that may be made or revenues that may be collected by a municipal employer. The arbitrator or arbitration panel shall give an accounting of the consideration of this factor in the arbitrator's or panel's decision.

7g. 'Factor given greater weight.' In making any decision under the arbitration procedures authorized by this paragraph, the arbitrator or arbitration panel shall consider and shall give greater weight to economic conditions in the jurisdiction of the municipal employer than to any of the factors specified to in subd. 7r

7r. 'Other factors considered.' In making any decision under the arbitration procedures authorized by this paragraph, the arbitrator or arbitration panel shall also give weight to the following factors:

- a. The lawful authority of the municipal employer.
- b. Stipulation of the parties.
- c. The interests and welfare of the public and the financial ability of the unit of government to meet the costs of a proposed settlement.
- d. Comparison of wages, hours and conditions of employment of the municipal employees involved in the arbitration proceedings with the wages, hours and conditions of employment of other employees generally in public employment in the same community and in comparable communities.
- e. Comparison of the wages, hours and conditions of the municipal employees involved in the arbitration proceedings with the wages, hours and conditions of employment of other employees in private employment in the same community and in comparable communities.
- f. The average consumer prices for goods and services, commingle known as the cost of living.
- g. The overall compensation presently received by the municipal employees, including direct wage compensation, vacation, holidays and excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.
- h. Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.
- i. Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact finding, arbitration or otherwise between the parties, in the public service or in private employment.

VI. **LAWFUL AUTHORITY OF THE EMPLOYER.** From the evidence supplied there is no issue of the lawful authority of the Employer to meet either offer.

VII. **COSTS OF OFFER.** The County supplied the following table on the cost of offers:

Table I. WAGE AND WAGE RELATED COSTS INCLUDING RETIREMENT  
AND FICA ONLY

County- Wage Increases.	\$236,711.78
Union	
Wage increases	\$250,711.65
Reclassifications	108,844.71
	359,556.36
	Total
Cost of Union offer above County Offer	122,844.48

(County Ex. 8)

#### VIII. COMPARABLE COUNTIES.

The parties list the same counties as external comparable. They are the counties of Buffalo, Crawford, Jackson, Juneau, La Crosse, Pepin, Richland, Sauk, Trempealeau, Vernon, and Wood. The Union refers for internal comparable to the Monroe County Highway Employees Local Union No. 2470, the Monroe County Human Services Employees Clerical and Para-Professional Employees, Local Union 2470-A, Rolling Hills Rehabilitation Center and Special Care Home Local Union 1947, and Monroe County Human Services Department Professional Employees Local 2470-A. All Unions are AFSCME affiliates and all bi-lateral agreements are for 2001-2002.

IX. FACTOR OF GREATEST WEIGHT. No directive of any state agency or officer has been submitted which would limit the acceptability of the Union or County offers.

X. BASE WAGES. Both offers here include the same wage schedule of 8 grades with increases on January 1, 2001, September 1, 2001, January 1, 2002 and September 1, 2002. Differences between the parties are in the placement of employees in the grades of the salary schedule.

XI. ARTICLE 8, SECTION 1 - HOURS OF WORK. Two provisions of Article 8 - Hours of Work of the proposed bi-lateral agreement are in dispute. Both shall be treated here as a unit in considering their internal and external comparability.

Union Offer. 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. As circumstances may

warrant the County may implement needed modifications of this schedule. The standard work week shall consist of five (5) work days, Monday through Friday inclusive. An employee may request a modification to the standard work day and/or work week. Said request should be subject to supervision approval. There shall not be split shifts.

County Offer. Section 1. The regular work week for all employees shall be five eight hour days. This shall not be construed as a guaranteed work day or work week.

Principal Positions of Parties. The Union holds that it is unreasonable for the County not to have a standard work day or work week. The County could allow Saturday or Sunday as regular work days. The County states that its offer has language which provides structure and flexibility as compared to the Union language which is rigid. There is a national trend toward more flexible work hours.

Discussion. In the matter of Article 8, Section 1, there are several differences in the language about work day and work week. The County offer contains much more flexibility for the County to schedule workday length and days of work. A principal difference with the Union offer is the definition of a standard work week as advanced by the Union, which presumably would limit the great flexibility of the County in working hour scheduling. The Union offer names a standard work week of Monday through Friday. In internal comparison, this type of language of Monday through Friday as the standard work week is found in three Monroe county agreements, and in the case of the Rolling Hills contract, standard work week language is also found, but in this case from Sunday through Saturday. The conclusion is that internal comparable support the Union offer for Article 8, Section 1.

## XII. ARTICLE 8, SECTION 2 - COMPENSATORY TIME.

Union Offer. Section 2. All hours worked outside the standard work week shall be paid at one and one-half (1 1/2) times the employee's regular rate of pay as its equivalent in time off, up to 40-5 hours which represents 27 hours actively worked, at the discretion of the supervisor. Overtime shall be measured in quarter (1/4) hours increments. No overtime is authorized unless requested by the supervisor. Overtime performed without approval shall not be subject to the pay or time-off provisions of this section. For purposes of this article, paid time off should be considered as time worked. All overtime as compensatory time must be administered within the guidelines of the Fair Labor Standards Act.

County Offer. Section 2. Hours eligible for overtime compensation are any hours worked over forty in a seven day work week. These hours must be compensated at time and one half of the regular rate of pay. Employees may be assigned work in excess of eight hours per day without being compensated at time and one half, if corresponding adjustments are made in the work week schedule, providing that the total hours work do not exceed forty in one week

**Principal Positions of Parties.** The Union states that some offices in Monroe County Courthouse now use compensatory time. Under the Union offer the use lies with the County. Two other County units have compensatory time. The Union is also rejecting the County's use of "status quo" on this and all issues, saying that the concept of "status quo" is held by arbitral opinion not to have any validity in a first contract.

The County says it is proposing the status quo on the use of compensatory time. The none use of compensatory time is the policy stated in the Personnel Policy Manual.

**Discussion .** In Article 8, Section 2 a principal difference is over optional use of compensatory time as payment for over time. The County offer does not provide such a feature whereas the Union offer does. Internally in Monroe County, two other agreements, that of the Professional employees and that of the Clerical employees have provisions for compensatory time. Among the external comparables, all but Vernon County have provisions for obtaining compensatory time. The conclusion here is that based on external comparables, the Union offer is most comparable for adoption of Article 8, Section 2.

The matter of the validity of the application by the County to the term "status quo" to mean the conditions prevailing under the Personnel Policy Manual is here considered to mean those conditions which prevailed in the past under the Personnel Policy Manual and therefore under County determination only. The term thus used by the County does not mean to the arbitrator a previous state of agreed on relationships between parties in contract and therefore does not require a "quid pro quo" from the party desiring to change past conditions.

### **XIII, ARTICLE 9 - HOLIDAYS.**

**Union Offer.** 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 and Christmas Day. There shall be in addition to the nine (9) above, one and one half floating holidays to be taken at the employee's discretion with prior supervisory approval.

**County Offer.** Section 1. The holidays will be: New Year's Day, Friday before Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, one-half (1/2) day Christmas Eve (only when Christmas falls Tuesday through Friday) and Christmas Day. There shall be, in addition to the eight and one-half (1 1/2) above, one and one-half (1 1/2) floating holidays to be taken at the employee's discretion with prior supervisory approval.

Principal Positions of Parties. The Union states that external comparables show that ten of eleven comparables have a full day holiday before Christmas.

The County says that the Union offer constitutes a blatant change in practice in that no County contract offers a full day holiday before Christmas. The County has a system of 5 floating holidays. The half day holiday under this feature has been used on the day before Christmas. Further the added cost to the County would be \$4,680.

Discussion. On the offers for Article 9, Section 1, internally among the four bi-lateral agreements in Monroe County, two agreements provide for 8 and 1/2 holidays and two provide for 8 holidays. Externally, only Crawford has a provision for eight and one half days of holiday time. All the other external comparables list more, with six counties having nine days, two having ten days, one eleven days and one eleven and one half days.. In the present contract under scrutiny, the accepted terms provided one and one-half floating days. Several external comparables provide only one day and some none. This feature has to be taken into consideration for total holiday time. Here the weightiest element is that of internal comparisons which supports the County offer on Article 9, Section 1.

#### XIV. ARTICLE 9, SECTION 2 - COMPENSATORY TIME APPLIED TO HOLIDAYS.

Union Offer. 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 the 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 Supervisor. For purposes of this Section, a combination of time worked and compensatory time equaling eight (8) hours shall be counted as a day worked..

County Offer. 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 the 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 supervisor.

Discussion. On the offers for Article 9, Section 2, the principle difference between the parties' offers is the last sentence of the Union offer in Section 2. This sentence if adopted would allow an employee to be eligible for holiday pay if the employee before or after the holiday could submit a day as worked which consisted of part actual hours of work and part compensatory time. Internally, the Clerical union and the Professional union agreements contain this provision. Externally, the contracts in none of the comparable counties carry such a provision. It is noted

here again that the County objects the provision to have compensatory time. The validity of this Union's provision is dependent on which offer here is accepted. The arbitrator has earlier concluded that the principle of compensatory time is suitable for inclusion in an agreement between the parties for reasons of external comparisons, and therefore supports the Union offer here.

#### XV. ARTICLE 16 - UNION SECTION 5.- LAYOFF NOTICE AND BUMPING NOTICE.

Union Offer. 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' notification to the employee of the layoff of his/her intention to bump.

County offer. No proposed contract language.

Principal Positions of Parties. The Union holds that since employees have to give notice of termination and intent to bump. it is only reasonable to request the County to given a three weeks notice of layoff. Further there should be a limit on the time an employee has a right to bump another employee. The County argues the status quo by which it means the County has the option to give lay-off notice under its own decision.

Discussion. Article 16 in the proposed agreement concerns "Seniority" and in Section 2 permits bumping. The Union offer thus deals with advance notice required of the Employer and advanced notice to bump required from an employee. In internal comparison, it is noted that the Clerical and Professional agreements have the provision which the Union is offering. The Rolling Hills agreement requires the County to give advance notice of layoffs of four days. In external contracts, the counties of Buffalo, Juneau, La Crosse, Richland, Trempealeau, Vernon and Wood require advance notice for lay off, though in varying degrees. There is thus a sufficient degree of internal and external comparability on the subject of advance notice to support the Union offer, though the Union requirements of number of days of advance notice and of notice to bump are not so prevalent. The union offer is the more comparable one.

#### XVI. ARTICLE 17, SECTION 1 - POSTING FOR PROBATIONARY EMPLOYEES

Union Offer. 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 name 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 filling of vacancies shall be based on the following sequence;

1. Employees within the department.
2. Employees within the bargaining unit.
3. Persons outside of the bargaining unit.

County Offer. 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 name 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. Probationary employees may post for position vacancies following six (6) months of employment. The filling of vacancies shall be based on the following sequence:

1. Employees within the department.
2. Employees within the bargaining unit.
3. Persons outside of the bargaining unit.

Principal Positions of Parties. The Union holds that the County position is not supported by internal comparables, and that the County proposal works to the disadvantage of bargaining unit members, which the Union by implication considers probationary employees to be. The Union holds that the County provision is inherently unfair to probationary employees. The County holds that probationary employees are not Union employees and reserves the right to restrict posting costs for new hires because of training costs and concerns.

Discussion. The County proposed provisions to limit probationary employees to posting for another position only after six months of probation is a condition not found in other internal County contracts nor in external contracts. However the issue is raised as to whether a probationary employee is a bargaining unit member. From the terms of the contract a probationary employee does not have bargaining unit full rights until after one year, so the effect here is to permit a non-bargaining unit employee bid in for a higher position, when the County could make a rule denying probationers posting for a higher position at any time. Because of the possible issues which may rise over the adoption of this provision as to the rights of probationers, and in lieu of the fact that this provision is not in any internal other contract, the arbitrator is of the opinion that the Union position on lack of comparability prevails, although this apparently gives the County unilateral authority as to how to treat postings from probationers.

## XVII. ARTICLE 19 - WORKER'S COMPENSATION.

Union Offer. 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, except vacation do not continue to accrue. Examples of these benefits include accumulation of sick leave, holiday 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 benefit for more than one (1) year, he/she shall continue to accrue seniority and the employee shall be able to participate in the bargaining unit's group health insurance plan providing that the employee pays the County's share of the premium, as well as the employee's share.

County Offer. 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, holiday 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.

Principal Positions of Parties. The Union says its offer simply allows an employee on Worker's Compensation to continue to have insurance coverage beyond one year at the employee's expense and to accrue seniority. This does not accrue vacation time as the County's Rolling Hills agreement does. The County states its proposed offer is the status quo language from the Personnel Policy Manual. The County states that the Union offers excepts vacations on the limitations on accrual, a limitation found in other County agreements. The County states that the Union proposal is uncapped and limitless.

Discussion. Two Monroe County unions have a provision on extending health care benefits for persons under Worker's Compensation so as to permit continuing health insurance provided employee makes full payment of the total premium. These unions are the Clerical union and the Professional union. However no comparable county has any provision like that proposed by the Union. While the two Monroe County unions have similarities with the Courthouse union in clerical and professional duties, yet the conclusion here is that the benefit proposed by the Union does not meet the test of greater comparability. The language of the Union offer appears to the Arbitrator to allow vacation benefits to accrue. It is also to be noted that the argument of the County that its offer should be accepted as "status quo." is not a basis here for acceptance of its offer, but rather the lack of comparability of the Union offer to internal and external comparables.

Union Offer. Section 6. The County shall pay all reasonable costs associated with required continuing education for the employee's current position. Employees shall receive their regular rate of pay for participating in required continuing education.

County Offer. No language.

Principal Positions of Parties. The Union asks that if the County requires continuing education, it should pay for it. Under the union offer the County only has to pay reasonable costs for education it requires for the employee's current position. The County says that there is no comparable provision in any internal County contract. It says there is a status quo in that the County Board committees approve or disapprove of training expenditures depending on the department head's recommendation and on budget availability. Also the County does not have a tuition reimbursement program and the Union offer comes dangerously close to it. Internal comparisons and the status quo support the County position.

Discussion. There is no provision similar to the Union offer to be found in any of the four internal to Monroe County union agreements. Provisions for paying for additional education are found in contracts in Crawford, Jackson, Juneau, Pepin and Richland counties. No explanation was presented in the hearing as to the origin of this request by the Union to include this provision. However in spite of the absence of explanation, the justice of a request that where additional education is required by the employer, the employer in fairness should be asked to meet the costs, is apparent. This is a case where a practice solely controlled by the Employer is to be found in a contract where employee interests can be defended by their Union. On this account, the Union offer for this type of compensation is supported here.

#### XIX. ARTICLE 21 - GENERAL PROVISIONS - WORKING AT HIGHER RATED POSITION.

Union Offer. Section 7. If an employee works on a higher rated job in excess of thirty (30) calendar days, the employee shall receive the rate of pay of the higher rated job during the period of time so assigned to the higher rated job, retroactive to the first day of assignment.

County Offer. Section 6. If an employee works on a higher rated job in excess of sixty (60) calendar days, the employee shall receive the rate of pay of the higher rated job during the period of the time so assigned to the higher rated job, retroactive to the first day of the assignment.

Principal Positions of Parties. The Union holds that for the employee to work 60 days before qualifying for the higher pay rate is too long. Under the union offer the County can meet

the coverage of most type of temporary vacancies. The Rolling Hills contract and Highway agreement both gave provisions for payment for higher classification work than in the County offer.

The County states that its offer is found in the current policies in the Personnel Policy Manual. This is the status quo. The Union offer is not internally comparable with any of the County contracts.

Discussion Section 4.27 of the Monroe County Personnel Policy Manual calls for payment at the rate of a higher classification only after 60 days of work by a person assigned upward to it. The Monroe County Rolling Hills agreement indicates pay at the higher rate any time a person works in a higher classifications.. The Highway agreement calls for payment after four hours of work at the higher classification. A search within the agreements of the group of comparable counties reveals that three counties have provisions for paying for out of classification assignment. Richland and Vernon Counties pay the higher rate after 2 hours of assignment, and Sauk county pays the higher rate after 7 3/4 hours. The conclusion here is that the proposal of the Union for payment for work in a higher classification after 30 days does not meet the test of exact comparability in Monroe county but meets it sufficiently to justify a shortening of the period after which the higher payment will be made. External comparables do not show a majority of comparable counties as speaking to the practice, but where they do, they show a much shorter length of time to qualify for pay at a higher classification. These facts weigh in favor of the Union offer.

#### XX. ARTICLE 21 - GENERAL PROVISIONS - UNION SECTION 8 - TEMPORARY EMPLOYMENT

Union Offer. Section 8. The employment of temporary employees shall be limited to three (3) calendar months. An extension of three (3) calendar months, creating a total of not more than six (6) calendar months, may be approved by the personnel and bargaining committee.

County offer. No language.

Principal Positions of Parties The Union offer consists of language now in the Personnel Policy Manual. The Union holds that this language should be in the agreement so that the Union can see that its terms are enforced. Otherwise the County can unilaterally change the terms. The County states that the inclusion of this provision prevents the use of project positions which may remain in effect for up to one year. This provision is in no other County agreement. The Union should not attempt to change the status quo which also governs non-union employees.

Discussion. Monroe County Personnel Policy Manual at 4:27 (1) (d) states in pertinent

part, "No temporary assignment shall exceed six months ". There is a difference possible in the interpretation of "temporary employee" and "temporary assignment." A temporary assignment could be interpreted to mean as temporary assignment out of classification, and the temporary assignment of an employee not in the bargaining unit.

If the temporary assignment of an employee not in the bargaining unit is considered, which is the normal interpretation of the Union offer, a study shows that within Monroe County none of the four bi-lateral agreements addresses this situation. Externally among the eleven comparable counties, five show references to the hiring of temporary employees and limits upon the Employer as to the length such temporary employees can work. Jackson County has a six month limit; Juneau County has a 600 hours limit; La Crosse, 6 months limit, Pepin, 90 days, and Vernon 3 months. Five counties do not address the matter. Based then on internal and external comparisons, the Union offer does not meet the test of comparability.

#### XXI. ARTICLE 21 - GENERAL PROVISIONS - UNION SECTION 9, COUNTY SECTION 7 - CALL-IN PREMIUM.

Union Offer. Section 9. Employees called in to work outside of normal working hours shall be guaranteed two (2) hours pay.

County Offer. Section 7. Maintenance and Information Systems employees reporting to work outside of normal working hours shall be guaranteed two (2) hours pay.

Principal Positions of Parties The Union holds that the County offer is not justified in offering only Maintenance and Information Systems employee call-in pay. Internal comparisons support the Union position in that two of the other internal agreements two hour on-call minimum for all employees and one has it for all on-call employees. The County holds that internal comparable are mixed. While two agreements have a two hour minimum for all employees called in, one agreement provides only for social workers who are on call and one agreement has no reference of this type at all. The Personnel Policy Manual does not have a reference to a call-in minimum. The mixed terms of other Agreements and the status quo support the County's position.

Discussion. Two present bi-lateral agreements in Monroe County have a provision guaranteeing two hours of pay for called-in employees. One has a limited provision. The difference between the Union offer and the County offer is that the Union proposes such compensation for any employee called in and the County proposes it for Maintenance and Information Systems employees.

A survey of the eleven comparable counties shows that Crawford guarantees a two hour base pay for social workers called in under certain circumstances. Juneau County for Telecommunications and Jail Workers a two hour minimum. In Pepin employees called in work at their regular rate of pay. In La Crosse all called employees receive at least a two hour pay. The same holds for Sauk. In Trempealeau Legal Secretaries receive double time when they are called in. The conclusion here is that the limited County offer in offering only two classes of employees a guaranteed pay for call-in is closer to the general pattern where no guarantee for call-in is present.

### XXIII. ARTICLE 21 -UNION SECTION 10 - ON-CALL COMPENSATION.

Union Offer. Section 10. Employees who are required to be on-call shall be compensated at the following rates:

Week-days - \$1.25 per hour.

Week-ends - \$1.40 per hour.

Holidays - \$1.50 per hour.

For purposes of this section weekends shall commence at 4:30 p.m. on Friday and end at 8 a.m. on Monday.

County Offer. No language.

Principal Positions of Parties The Union notes that the County does not require Highway employees, Human Services Clerical employees, or paraprofessional employees to be on-call. Some Professional Services employees are required to be on-call. The Union here is seeking the same rate. The County offer amounts to wanting something for nothing. The County offer says its offer amounts to status quo and is supported by internal comparisons.

Discussion The Monroe County Personnel Police Manual covering non-bargaining unit employees has an on-call provision. Some on-call workers are "casual". Among on-call employees are Public Health Staff Nurses whose pay rate is set by the Personnel Department. On-call law enforcement personnel are paid 1 1/2 hours the regular rate for hours worked on a holiday. For persons who are on-call casual workers, there are no benefits except for holiday pay for law enforcement personnel. The Union provision for on-call is similar to that found in the bi-lateral agreement between Monroe County and its Professional Employees, both as to rate and periods worked.

As for comparable counties, the Buffalo County Human Services agreement provides a 95 cents per hour rate for on-call employees. Crawford County provides a \$1.25 per hour for on-call assignment. In Jackson County on-call personnel who are casual are noted but they receive no

benefits. In Crawford County there is an agreement paying on-call employees \$1.25 per hour. In Jackson County the agreement for courthouse employees notes only casual workers as on-call workers and they receive no benefits. In Jackson County however Human Services employees receive \$1.30 per hour for an on-call assignment. In Wood County an on-call employee in Emergency Government gets \$9 for on-call duty on weekdays and \$14.00 on Saturdays, Sundays, and holidays. Corrections officerson-call are guaranteed 3 hours of over time if called in.

From the foregoing it appears that both internal and external comparisons the Union show on-call provisions in agreements generally do not exist. It is not clear as to whether this is because there is no practice of placing employees on call. However the evidence is that where the practice exists, some payment occurs. Since in Monroe County the Professional employees have a provision in their bi-lateral agreement for on-call pay for regular employees, this gives justification to the Union offer in the instant proposed agreement if there is a practice of placing certain qualified employees on-call.

#### XXIII. - SALARY ADMINISTRATION - RED CIRCLED EMPLOYEES.

Union Offer. SALARY ADMINISTRATION.. 2. Employees who are currently paid above step F shall receive the following wage increases:

1/1/01 - 2%

9/1/01 - 2%

1/1/02 - 2%

9/1/02 - 2%

County Offer. Wage schedules include two percent increases on January 1 and September 1, Employees progress to the next step following 280 hours of work and a satisfactory performance evaluation. Employees may be hired up to Step C with approval of the Personnel and Bargaining Committee if qualifications and experience warrant a higher rate. Employees who are currently paid above step F shall receive one-half of the general increase until their pay rate is at step F of the wage scale.

Principal Positions of Parties The Union holds that red-circled employees, those who are currently paid above the classification set in the Bjorklund study, should continue to have the time percentage increases as other employees. These employees were hired at a certain rate of pay with the expectation that they would get the same step increases and percentages increases as others. It is unfair to cut their wages in a form of reduced wage increase. The County appears to be bent on continuing this practice until the red-circled employee is within a classification of others.

The County states that under its proposal the red-circled employees are getting a "soft

landing" by getting some increase but coming closer to the scale of the grade in which their position is classified. The Union is proposing that the red-circled employee be paid above grade for all the future.. This overpayment may cause equal pay concerns for other employees performing the same work.

Discussion. Employees in the present proposed bi-lateral agreement are in a grid of six steps, at F, with grades 1 to 8. The County in March, 2000 received a "Job Evaluation and Compensation Study Report" done by Bjorklund Compensation Consulting in which 20 grades of employees were reduced to 18 and employees often placed in new grades. Some employees were being paid higher than step F in their new grade. The record supplied in the hearing does not show who these employees are. They are described as "red-circled" employees. The Union is proposing they receive the 2% increase, and the County proposes to increase their pay by 1% and this process to continue presumably until their pay falls within the grade range. For further light on the issue here, the consultant gave point ratings for the different positions, also compared the Monroe County benchmark positions. The consultant made comparisons with market rates.. It found Monroe county below the minimum and maximum in the ranges and below the average in the ranges. There was a 22% difference between the minimum and maximum in a range.

In its Personnel Policy Manual, Classification Plan, the County noted that many of the positions in the County are similar to one another. They are positions which require similar duties similar responsibilities and similar qualifications and were therefore placed in the same grades, using weighed factors. the compensation plan was based on equal pay for equal work. Grade classifications were then changed and put into effect. In this proceeding of arbitration the results are being challenged in their interpretation for red-circled employees and for certain positions which will be considered later.

Concerning the pay rate of red-circled employees, a review of external comparable counties' contracts show only Crawford county directly addressed this issue and it retains the red-circled pay rate. A provision in a La Crosse contract indicates that if an employee's rate classification is downgraded, the employee will not lose pay. The opinion here is that the County offer is a reasonable method of ultimately resolving over a period time what amounts to two different wage rates for the same positions doing the same work. This would be in the interest of the public..

#### XXIV. SALARY ADMINISTRATION - PROMOTION TO HIGHER PAY GRADE.

Union Offer. The salary of an employee promoted to a higher pay grade shall be adjusted to that step in the higher salary grade, that grants to the employee an increase in pay.

County Offer. No language.

Principal Positions of Parties. The Union says that although this provision is the present

policy of the County, it wants this proposal in the agreement to insure its enforcement. The County says that for 25 years this has been the status quo in the County and the provision is not in any other County and union agreement. The County notes that this proposal is drawn from a provision in the Personnel Policy Manual which also speaks to transfer, demotion and classification. If this provision of the Union is adopted, yet the policy on transfer, demotion, and classification will still be the policy of the County. The County therefore is proposing the status quo.

Discussion. Present County policy on changes in classification due to promotion is as follows in the County Personnel Policy Manual:

"4.23. Changes in Classification. 1. PROMOTION. Promotion in the movement of an employee from one position to another having a higher salary grade in the same department. When an employee is promoted to a position in the higher salary grade, the employee shall serve a three months trial, or a longer period with concurrence of the department head and Personnel Director. Salary shall be adjusted from the first date of promotion to that step in the higher salary grade that grants the employee and increase in total salary for the year from the date of promotion to that step in the higher salary grade that grants the employee an increase in total annual salary for the same period had the employee not received the promotion.

"Due to varying circumstances involved with promotions the department head shall meet with the Personnel Director prior to the initiation of any personnel action involving a promotion. This effort should help avoid any misunderstanding which may occur when promotions are under consideration. All promotions shall be approved by the appropriate County Board Committee and the Personnel and Bargaining Committee." The Perennial Policy Manual also provides for policies for transfer, demotion and reclassification into a higher salary grade, with provisions for placement in a higher grade similar to those found for Promotion. The question then is whether there is a substantial reason to have the offer of the Union included in an agreement.

A provision similar to the Union Offer in this matter is not found in other agreements in Monroe County. In reviewing agreements in the comparable counties, the term "promotion" does not frequently appear, and the term "classification" more frequently appears when an employee is moved upward in compensation. In Crawford County one employee is red-circled at a higher rate. In Jackson County in the Human Services agreement reclassification upward results in a step in the pay range jut above the employee's past range. In the Juneau County agreement of 2003 for Courthouse employees promotion results in a next step in a higher pay range. In the Pepin Human Service agreement for 2001, classification upward results in the lowest step in the next pay range above what employee was getting for compensation. Similar provisions are found in a Richland County agreement, and in a Sauk County agreement for courthouse employees.

Using the test of external comparability, where the subject is addressed, the Union offer here does meet the test of external comparisons. The proposal of the Union is logical as an expression of the value of promotion.

**XXV - SALARY ADMINISTRATION - PAY GRADE OF DISTRICT ATTORNEY VICTIM/WITNESS COORDINATOR.**

Union Offer. The position of District Attorney Victim/Witness Coordinator shall be placed in Grade 8.

County Offer. COURTHOUSE UNION POSITIONS/GRADES  
7 District Attorney Victim/Witness Coordinator

Principal Positions of Parties. Concerning the position of Victim/Witness Coordinator, the Union said this position was recently placed in the Union by the WERC and thereafter the County unilaterally reduced the pay rate from Grade 8 to Grade 7. The Union takes issue with this unilateral reduction of pay grade. This action is a violation of the status quo doctrine that when there is bargaining all conditions of employment remain the same. The Union strenuously disagrees that it has the burden of proof to say why the Victim/Witness Coordinator should be reduced. The duties of the job have not been substantially changed and the County has offered no proof. Further it was not appropriate to reduce the wages of this position simply because of the WERC ruling.

The County states that the duties of the Victim/Witness Coordinator have changed. The position was an independent department from 1991-2001 and the Coordinator supervised one employee. Now the position is under the District Attorney. The position is no longer that of a manager and supervisor and now reports to the District Attorney. The new position status was reviewed by the Public Safety and Personnel Committee and on January 1, 2002 the position went from Grade 8 to Grade 7.

Discussion. As noted earlier a Job Evaluation and Compensation Study Final Report was issued in March, 2000. This study recommended grade allocations for positions within Monroe County. The evaluations were based on a point system. Positions given points from 545 to 530 were placed in Grade 8. They include the positions of Coordinator-Emergency Management, Administration Services Coordinator and Communications Technician. The points system for Grade 7 ranged from 510 to 490 points. Positions in this range included Food Service Supervisor, Administrative Assistant/Office Manager, Office Manager/Bookkeeper, and Sanitation and Zoning Officer. The position of Victim/Witness Coordinator was not listed in this study, possibly because at the time it was a management position.

In this study the consultants gave a pay range for Grade 8 from \$13.14 per hour at the

lowest step to \$16.03 at the highest step. Grade 7 went from \$13.36 to \$15.08.

No job description of the Victim/Witness Coordinator was supplied in the exhibits at the hearing. This position does not appear to have a counterpart in any other bi-lateral agreement in Monroe County.

As to the matter of the County reducing the grade of the position while the bargaining was in process, this is a matter which can be addressed through a grievance. As to the future pay grade under this initial agreement, this is a matter to be considered. In this case, the comparison of top hourly rate of this position in Monroe County with the top dollar rate in comparable counties is indicated.

The following table is derived from a scrutiny of contracts in comparable counties:

TABLE 1. WAGE COMPARISONS FOR VICTIM/WITNESS COORDINATOR

<u>County</u>	<u>Position</u>	<u>At Year End</u>	<u>Maximum</u>
1. Buffalo	Law Enforcement Admin. Asst.	2001	13.77
2. Crawford	Victim/Witness Coordinator	2001	12.60
	Red Circled Contract Grade		13.21
3. Juneau	Witness/Victim Coordinator	2001	15.21*
4. Sauk	Victim/Witness Specialist	2001	12.39
5. Trempealeau	Legal Secy./Victim-Witness Coord.	2001	14.00**
6. Vernon	Victim/Witness Coordinator	2001	13.96
7. Wood	Victim/Witness Secretary	2001	12.49
8. Monroe			
<u>Union</u>			
	Victim/Witness Coordinator	2001	16.68
<u>County</u>			
		2001	15.69

\* 12 steps in 10 years

\*\* Calculated from monthly rate totaled for year and divided by 2000.

From the foregoing table it appears that the Monroe County offer being near highest both for what is known of the year 2001 top wages and for 2002, the County therefore need not offer more than Grade 7 to be comparable.

## XXVI. ADJUSTMENTS IN GRADES OF SELECTED CLASSIFICATIONS

The Union Offer contains a proposal for the raise in pay grade of thirteen different classifications of employees. It is noted again that the County Offer contains no changes for these classifications which have been assigned pay grades under the Bjorklund classification study. This study was reported as the "Job Evaluations and Compensation Study Final Report" made on March 16, 2000 and the essence of which has been described in Section XXV foregoing.

Also as noted the report was based on the application of a matrix system which examined six factors of each position, namely Knowledge and Discretion, Supervision, Customer/Client Service Orientation, Experience, Working Conditions and Physical Effort. Employees completed a questionnaire which Supervisors reviewed. The consultant assessed the duties and responsibilities for points of the rating system, and grouped positions of similar point values and relative similar responsibility for similar pay treatment. Subsequently the consultant conducted a market study of 32 different benchmark positions to capture as many positions as possible. Eight of the counties used as comparables in the instant arbitration sent in replies and so did two school districts and one private employer.

Given this study with its methodology, the question is whether further investigation into the grades of certain classifications should be or need be pursued. Since the Union Offer does contain the proposal to raise grades, it is necessary then to investigate the grades of the classifications as requested in either offer for both internal and external comparability. The assumption here is that even the most thorough of studies may result in some inequities in grade levels within a classification and in compensation considerably diverse from those of comparable positions in comparable counties.

The Union states that in its requests for upgrades it initially was seeking upgrades for only one person per job title except in one instance where two positions were involved. It says that at the County's request, the requests based on names were changed to requests based on job titles.

The County submitted a chart which showed that under the change in the grade classifications, that in six classifications even though in some cases the grade is lower, the position now receives a higher pay. In six classifications the position receives a lower pay by grade, but then under the provision of the County offer, the employees however did not have their pay reduced, but under the County offer they are to receive less of an increase until they are in their proper pay grade. The County says its proposal is preferable because it is based on an objective competent professional study, while the Union's requests comes from employees who have no compensation background and who are casting about for higher compensation.

A. Judicial Assistant Branch II. The Union and the incumbent in this position are requesting a change from pay grade 4 to pay grade 5. They assert that their work is essentially

equal to the work of a District Attorney Legal Secretary and a Corporation Counsel Secretary, both positions which are at Grade 5. Union Exhibit 7 compares the wage grades of the position of District Attorney (DA) Secretary with that of a Judicial Assistant in six comparable counties where the position titles can be identified. In two counties the Judicial Assistant is in a higher grade than the DA Secretary, in three counties both classifications are in the same grade and in one county the Judicial Assistant in a lower grade than the DA Secretary.

Union Exhibits list the duties of Judicial Assistance of Branch I and of Branch II. 18 different functions, mostly of a legal nature are listed for the position in Branch I, 17 different functions are listed for Branch II, and 12 different functions list for the DA Secretary. However the Corporation Counsel Secretary lists 22 different functions.

In a letter of 7/14/00 to the Personnel and Bargaining Committee of Monroe County, Circuit Judges Abbot and McAlpine reported on the duties of Judicial Assistance who are not clerks but legal secretaries with additional duties, doing work similar to that of the legal secretaries in the offices of the Corporation Counsel and District Attorney's office.

For external comparables' top compensation, the following table is constructed.

TABLE II. JUDICIAL ASSISTANTS AND POSITIONS SIMILAR

<u>County</u>	<u>Position</u>	<u>Year End</u>	<u>Maximum</u>
Crawford	Legal Secretary	2001	12.27
Jackson	Legal Secretary	2001	14.18
Juneau	Judicial Assistant	2001	12.79
La Crosse	Judicial Assistant	2001	12.83
Sauk	Judicial Assistant	2001	12.39
Trempealeau	Judicial Assistant	2001	15.05
Vernon	Judicial Assistant	2001	10.68
Wood	Administrative Assistant	2001	13.51
Average			12.94
Monroe	Judicial Assistant, Grade 4	2001	13.11
	DA Secretary, Grade 5	2001	13.89

From the foregoing table it is apparent that the compensation in Monroe County for Judicial Assistant when comparing the maximum 2001 rates ranks third highest, and this is externally comparable. This type of comparison must be weighed against the internal comparisons between Judicial Assistant and DA Secretary and Cooperation Counsel Secretary. From the job descriptions alone, the arbitrator cannot determine whether the volume and complexity of the work of the different positions compared justify that the Judicial Assistant

Branch I should be advanced to Grade 6 which would put the position in pay total considerably above the position in comparable counties. The conclusion then is that the County offer is the most comparable in terms of top pay.

B. Branch I Judicial Assistant. The Union proposes that this position be advanced from Grade 4 to Grade 6. Though Branch II Judicial Assistant is requesting to be advanced to Grade 5, this position is being advanced to Grade 6 under the Union offer before it has more duties and responsibilities. Monroe County Judges have supported an advance in grade for the Judicial Assistants.

The County states that Branch II Judicial Assistant and Branch I Judicial Assistant are nearly identical in job description and work, and Branch I Judicial Assistant should not be advanced above the Branch II Judicial Assistant.

The following chart shows the top rate proposed in the offers:

Chart 1. Top Wage Rates Proposed by Union and County Offers

<u>Union</u>	Grade 6	2001	\$14.74
<u>County</u>	Grade 4	2001	13.11

Discussion. From Table II foregoing, it is seen that there are no two types of Judicial Assistants, for make a comparison for differential between the two positions as proposed in the Union offer, and the job description and testimony are not deemed sufficient to determine that the functional differences between the two positions in Monroe County are sufficient to call for a higher Grade for Branch I Judicial Assistant than Branch II Judicial Assistant. As noted above the County offer for Judicial Assistant top pay is within the range of that found in comparables.

C. Office Clerk. The Union is asking for a change in Grade from Grade 1 to Grade 2. The Union says that the average wage found in four counties that have this position is \$11.13. Monroe pays this position \$10.67. The Union request would result in 11.27 per hour.

Discussion. The arbitrator could not verify the data found in Union 13 in which top pay for Office Clerk was found in four counties. The title "Office Clerk" is not found. However it is clear from the Bjorklund study that this position is considered a basic clerical position. The records of comparables counties for top compensation for a basic clerical position yields this Table.

TABLE III. BASIC CLERICAL TOP COMPENSATION AMONG COMPARABLES.

Crawford	Clerk 2	2001	11.08
Jackson	Account Clerk I	2001	12.71
Juneau	Clerk Typist 2	2001	10.77
La Crosse	Clerk, Entry	2001	10.97
Pepin	Typist 1	2001	9.77
Richland	Clerical Assistant I	2001	11.11
Sauk	Administrative Assistant II	2001	10.87
Trempealeau	Clerk	2001	11.91
Vernon	Office Assistant	2001	9.25
Wood	Clerk I	2001	11.71
Average			11.11
Monroe			
Union	Office Clerk	2001	11.73
County	Office Clerk	2001	11.10

From the foregoing table it can be seen that the Monroe County offer for Office Clerk more nearly meets the basic rates for clerical positions of this type.

D. Payroll Clerk Bookkeeper. The Union offer proposes to raise this position from Grade 4 to Grade 5. Payroll Clerk Bookkeeper position here is in highway department of the County. The position prepares the payroll records, equipment costs, prepares billings and maintains personnel records and this under supervision of the Highway Commissioner and Office Manager/Bookkeeper. The position requires two years technical training beyond high school. The Union is asserting the position is comparable to the Rolling Hills Payroll/Accounts Payable Bookkeeper. The Union supplied job descriptions of positions it asserts are similar from Crawford, La Crosse, Richland, Sauk and Vernon County. The Union presented a table of the maximum rate for Payroll Clerk/Bookkeeper for ten comparable counties which produced an average of rate of \$14.02 per hour as compared to the maximum 2001 rate of Grade 4 in Monroe is \$13.10 and the requested rate is \$13.88. However in two counties there was a rate cited which was an average of two rates for positions in those counties. In making this exhibit the Union also used some year 2000 figures and added 4%. The arbitrator in scanning the contracts of comparable counties could not verify the figures stated in this Union Exhibit 14, although it appears it could have been assembled by the incumbent from inquiries. However there is a mixture of year 2001 and other year amounts.

The County contends the table of the Union is questionable because of the blending and because the job descriptions used by the Union are diverse. The position of the Payroll Clerk/Bookkeeper was indeed placed in a lower numbered pay grade, but the position nevertheless received a pay increase as of January 1, 2002.

The following table was derived from contracts submitted on comparable counties where a position similar to the Monroe County Payroll Clerk/Bookkeeper could be identified.

#### IV. PAYROLL BOOKKEEPER COMPARISONS FOR 2001

Buffalo	Highway Office Assistant	2001	12.79
Crawford	Assistant Highway Clerk	2001	11.08
Juneau	Bookkeeper	2001	14.58
La Crosse	Payroll Clerk	2001	13.91
Richland	Account Clerk	2001	12.34
Trempealeau	Payroll Clerk/ Asst. Off. Mgr.	2001	15.56
Wood	Administrative Assistant	2001	14.52
Average			13.54
Monroe			
Union		2001	13.89
County		2001	13.11

From the foregoing table, the arbitrator is of the opinion that the Union offer on the position of Payroll Clerk/Bookkeeper is supported.

E. Assistant Humane officer. The Union asserts that there is little difference between the work of the Assistant Humane Office and the Humane Officer, the former being a part time position. The incumbent is qualified by having a Bachelor's Degree and a certification in animal care. The incumbent has been working as the Humane Officer since the regular officer transferred. The Humane Officer is in grade 6 and the incumbent in grade 3. This is too great a difference and incumbent asks to go to grade 4.

The County states that the incumbent went up two grades from the old grade plan and received a substantial increase. The Humane Officer was originally listed as a Grade 5 position but the County states this was a typographical error and the position was changed to Grade 6.

A review of the Grade 4 positions listed in the Bjorklund report indicates that Judicial Assistant, Child Support Clerk, Civil Clerk, Family Clerk and other Clerks are grouped in this grade. Only two employees are in Grade 3, the Assistant Humane Officer and Home Health Aide. The qualifications of Assistant Humane Officer call for high school education and hands on experience with animals. When one compares these qualifications with the technical and detailed requirements of a Judicial Assistant, also in grade 4, the latter position seems to be of higher complexity. Further there is a considerable difference between the job responsibilities of the Humane Officer and Assistant Humane Officer in that principal investigative and record keeping responsibility lie with the former. If incumbent is doing the Humane Officer's work, this is a

question to be addressed in another forum. Based then on the job descriptions, the request for a higher grade is not supported.

F. Jury Clerk/Traffic Assistant. The Union would advance this position from Grade 2 to Grade 3. Union exhibit 26 shows that incumbent is working 49 cents per hour below an average of comparables of 11.76. Under the union offer the incumbent would be 15 cents above the average.

The County says that the Union exhibit showing rate comparisons does not indicate comparability with the Monroe county position and should carry little weight. This classification had been upgraded from a 1 to a 2.

Concerning Union Exhibit 26 which shows a comparison of the Jury Clerk/Traffic Assistant in Monroe County with positions of like type in Buffalo, Jackson, La Crosse, Trempealeau and Wood, a search of the comparable contracts including those of the foregoing revealed only one job title close to that of the Monroe job title. This was in Wood County where the position of Clerk II-Traffic in 2001 had a top rate of \$12.19. Union Exhibit 26 did not identify job titles thought to be comparable nor was a job description of the position of Jury Clerk/Traffic Assistant given.

Since the County placed the position in Grade 2, this places it with Office Assistant, Drivers and some Custodians. At Grade 1 it was with Office Clerks and Receptionists. The paucity of formation about what the job description is prevents a decision favoring any change upward in grade.

G. Clerk of Court Office Assistant. The Union says this position is \$1.18 behind comparable. (Union Ex. 27) The employee who holds this position is deputized and has now additional duties. The Office Assistant desires to go from Grade 2 to Grade 3. However the contention is that this position is also equivalent to the position of District Attorney Clerical Assistant and Clerk of Court Family Clerk in Monroe Court, both of which are at Grade 4.

The County states that the incumbent has had no compensation experience nor has she worked in any positions considered comparable. The County rejects job descriptions offered by the Union except for the Wood County Clerk Typist - Office Assistant. This position is an entry level position and was originally classified as Grade 1 under the Bjorklund study but a typographical error set it in Grade 2 and the County offer now will keep it in that Grade. This position was reviewed by the County on September 28, 2000 and was kept unchanged. The Bjorklund Report shows this position originally set at Grade 2.

Discussion. A review of the job description of the position of Clerk of Court Office Assistant, Grade 2, with the positions of District Attorney Clerical Assistant and Clerk of Family Court, Grade 4, persuades the arbitrator that the Clerk of Court Office Assistant does not subject the first position to the degree of social complexity and procedural knowledge required by the

latter two positions. However the question remains as to whether the Office Assistant position is paid at a competitive rate compared to external comparables.

From the testimony of the hearing, the incumbent states she is deputized. If this is the case, the position is more than that of a receptionist position as described in the County's job description. The Union supplied a tabulation of positions in comparable counties which positions the Union considered comparable for the year 2200 contracts.

The following table is a list of positions which might be comparable in that they have some relation to deputy functions in the office of Clerk of Courts, and the data is for contracts with the maximum pay in 2001.

TABLE V. TOP PAY FOR OFFICE ASSISTANT, DEPUTIZED, COMPARED WITH DEPUTY CLERK OF COURTS IN COMPARABLE COUNTIES

Buffalo	Clerk of Court, Deputy I	2001	\$11.77
Crawford	Chief Deputy, Clerk of Courts	2001	13.21
Jackson	Deputy Clerk of Courts	2001	13.22
Juneau	Court Receptionist/Clerk of Court	2001	11.22
La Crosse	Deputy Clerk of Courts	2001	14.80
Richland	Deputy Clerk of Courts	2001	12.95
Sauk	Deputy Clerk of Courts	2001	12.39
Trempealeau	Deputy Clerk of Court	2001	13.29
Wood	Deputy 1	2001	13.51
Average			12.93
Monroe			
Union		2001	12.39
County		2001	11.73

From the foregoing it appears that there is justification for the Union request to upgrade the position of Office Assistant to Grade 3 as a recognition of deputizing, though the work may not require the same responsibilities as the position of Deputy Clerk requires in other jurisdictions. the Union request for upgrading this position is supported.

H. Resident Services Coordinator. The Union is requesting this position be upgraded from Grade 4 to Grade 5. The incumbent states that in the Bjorklund study Medicare work was deleted from her job description but she still does work which has previously been done by a Registered Nurse at \$19 per hour. Incumbent states that this position received grade reduction for the reason that Medicare work was taken from her but she still does it in the absence of the person who now does the work and who has been off work for various reasons. Union states

that the Grade reduction was from Grade 7 to Grade 4. The Unions states that this position is equal in responsibility and duties to that of Health Department Health Check Technician and Senior Services Transportation Coordinator both of which are at Grade 5. The Union states that the current rate for Grade 4 for this position is \$12.60 and the Grade 5 position pays \$13.25 Union Exhibit 40 is a copy of a letter from the Rolling Hills Administrator asking for a review of the position of the Grade of the Resident Services Coordinator because the position handles Medicare when the Medicare RN Coordinator is absent.

The County states that the Union statement of pay is incorrect and that the requested pay would be \$12.87 per hour. The County also notes that the incumbent has no background in compensation and did not work in any of the positions to which she is comparing herself. Her position was reviewed in 2000 and found to be correctly classified.

Discussion. Under the proposed wage schedule accepted by both parties, the incumbent would receive \$13.89 per hour under the Union offer and \$13.11 in 2001 under the County offer. A review of the job descriptions of Resident Services Coordinator as compared with the Health Check Technician and Senior Services Nutrition Coordinator indicates to the arbitrator that the position of Resident Services Coordinator is as complex in variety of services assigned as that of the latter two positions and especially if knowledge of Medicare coordination is required as a back-up. It is held here that this request for an upgrade is supported by the evidence of assigned responsibilities.

I. Administrative Assistant The Union states that the incumbent in this position performs many of the same duties as the Child Support Specialists who are in Grade 6. The request of the Union is that this position be placed in Grade 5. The incumbent testified that she is the resource person when her supervisor is gone and then gives guidance to Child Support Specialists. Along with the supervisor, the incumbent has access to matters that Child Support Specialists do not have. The position deals with the same clients as the Child Support Specialists but does not have a case load, though at times the position deals with particular cases. The position is 66% funded from non-County source. The Union supplied a copy of a communication from the Child Support Coordinator asking for a review of classification because the position is not that of an ordinary Administrative Assistant but has specialization of duties. Union also notes that in its dealings with the County it specifically named the incumbent as the only Administrative Assistant seeking upgrade.

The County notes that in its final offer the Union has asked for an upgrade of "Administrative Assistant" which does not spell out a specific Administrative Assistant. There are two other types of Administrative Assistant and therefore the County has calculated the cost of upgrading three Administrative Assistants under the Union offer. Further the incumbent had not worked in any other positions to which the incumbent compared positions, and has no companion experience. This position was reviewed and found to be appropriately classified.

Discussion The essence of this request for upgrade is that incumbent feels too great a disparity between incumbent's position and that of Child Support Specialist. A principal function of the work of the Child Support Administrative Assistant is that of handling files and stored information. A principal function of the work of Child Support Administrative Assistant is that of handling files and providing resources for information. A principal function of Child Support Specialist is that of actual field work with cases. The difference in these functions justifies the disparity on grade level existing. Also since the Union offer used only the term "Administrative Assistant" without specification, this opens the matter to claims by other incumbents in positions with the term Administrative Assistant to the same upgrade, and here there is not enough information given for the arbitrator to make a judgment. For these reasons the County offer is the more reasonable one.

J. Preventive Maintenance Technician. The Union offer here is to advance this position from Grade 3 to Grade 5. Incumbent works under a supervisor and maintains all building other than Rolling Hills. Incumbent is certified in several maintenance areas. Incumbent does all of the maintenance duties. A comparisons table offered by the Union shows that among comparable positions in other counties Incumbent is paid \$11.91 at Grade 3, whereas the average of 10 counties is \$13.36. In this table four counties with two positions have had the average of the two positions used in the calculation. Though the County is now offering a Grade 4 status, a Grade 5 status asked by the Union is more appropriate.

This request was not addressed by the County in its brief. The County contract offer provides for setting this position at Grade 4.

Discussion. The following table is derived from the contracts found in comparable counties with the year 2001 maximum salaries for maintenance type position:

TABLE VI. COMPARISON OF MAXIMUM SALARY, 2001 FOR MAINTENANCE TYPE POSITIONS

Buffalo	Technician	2001	\$12.79
Crawford	Maintenance	2001	13.15
Jackson	Maintenance Leadworker	2001	12.71
Juneau	Custodian III	2001	13.96
La Crosse	Building Maintenance Worker	2001	13.62
Richland	Custodian	2001	11.94
Sauk	Building Mtce. Technician	2001	11.97
Trempealeau	Custodian	2001	12.58
Vernon	Maintenance	2001	10.64

Average	12.60
Monroe	
Union	13.89
County	13.11

Although the foregoing table may have the drawback of comparing positions that are not fully described as to comparable duties, and although the work of the Monroe incumbent in this case may be of a higher quality than that required by the above job titles, yet it appears to the arbitrator that the offer of the County is within the range of employees engaged in maintenance.

K. Program Clerical/Computer Assistant and Program Clerical Assistant. The Union considers these two positions as doing essentially the same kind of work. The Union is offering to change these from Grade 1 to Grade 2. Union Exhibit 51 was a tabulation of five counties with positions considered comparable from which an average of \$11.31 an hour for the year 2000 was found as compared to the County pay of \$10.67 and the Union request of \$11.27.

The County states that these two positions were evaluated and found appropriately classified. Also the Union is in violation of its own contract offer by seeking to place the upgraded employees at the top step of the new grade.

Discussion. Union Exhibit 51 listed maximum rates for Program/Clerical Assistant for five counties for the year 2000. The average rate obtained was \$11.31. The Monroe rate was \$10.67. Grade 3 would have produced 11.27. The listing however did not state what job titles in the counties used for comparison were. The following is a table developed for the year 2001 with titles of positions given in various counties which appear to be related to Program/Clerical/Computer Assistant in Monroe county though all are not related to University Extension work as is the case in Monroe.

TABLE VII. MAXIMUM, RATES FOR PROGRAM/CLERICAL/COMPUTER ASSISTANT TYPE POSITIONS

Buffalo	Extension P/T Secy.	2001	\$11.54
Juneau	Program Asst./Emer. Govt.	2001	10.78
Pepin	Program Worker	2001	9.85
Richland	Clerical Asst. I	2001	11.11
Sauk	Program Asst. UWEX.	2001	11.97
Trempealeau	Secretary 2 UWEX	2001	12.59
Vernon	Secretary/Bookkeeper UWEX	2001	10.77
Wood	Clerk Steno II UWEX	2001	12.49

Average	11.32
Monroe	
Union	11.73
County	11.10

From the foregoing table it appears that there the County offer is close to the verage of what this type of positions ispaid in other jurisdicitons.

L. Medical Transcriptionist. The Union offers seeks an upgrade for Medical Transcriptionist form Grade 2 to Grade 3. Union Exhibit 58 showed a list of the rates paid in comparable counties in the year 2000 for this type of position. Five counties were listed and in two of them there was a combined average rate given. The final average rate in this tabulation was \$11.80 per hour. Grade 2 in 2000 in Monroe paid a rate of \$11.27. The Union is asking for a rate of \$11.91 in Grade 3. The Union also cites two different private rates in medical care providers. One is a maximum rate of \$12.41 per hour and another is \$15.15 per hour.

The County rejects the use of blended rates in the Union's Exhibit 59. It objects to the citing of a rate for Medical Transcriptionist from the Mayo Clinic in Minnesota. It states that the position of Medical Transcriptionist. This positions is similar to Administrative Assistant. The positions were reviewed and were found appropriately classified.

Discussion. Monroe County has a position Health Department Medical Transcriptionist. It also has a position Rolling Hills Transcriptionist/Clerk. A job description of the former position shows various clerical duties including transcription are required. The position is not solely one of Medical Transcription.. The Union compares this with the work of the Clerk of Circuit Court which is at Grade 4. A search of comparable county contracts reveals no position Medical Transcriptionist and the Union exhibit reports pay rates related to positions without the title of transcriptionist. Thus without more detailed information about what positions do medical transcription it is not possible for the arbitrator to make comparisons among external comparable counties. Internally to Monroe the Medical Transcriptionist/Clerk is listed with Office Assistant and Purchasing License Clerk in Grade 2. Twelve other positions with the word "Clerk or Clerical" the title are listed in Grade 4. The opinion is expressed here that in light of the single external rate quoted by the Union brief of the Gundersen Clinic of \$15.35 per hour, the Union request for a Grade 3 for the position is supported.

## XXVII. SUMMARY CONSIDERATION OF CHANGESADJUSTMENTS IN CLASSIFICATIONS.

The County notes that the cost of its offer will be \$236,711.88 and the cost of the Union offer \$359,566.36, or an excess of \$122,844.48 for a two year period. The cost of reclassifications alone will be \$108,844.71 for this period. It cost the County \$45,000 for the original classification study and \$141,419.20 for the first year implementation. For this improvement the Union has offered no quid pro quo. The Union is arguing that in an initial contract arbitrators have held that there is no status quo and therefore no quid pro quo required. This is the position of this arbitrator on this point.

The arbitrator here looks at the summation of individual findings on claims for adjustments in classification upward, to reach a conclusion on total adjustments. The County offer has been found the more comparable or reasonable in the reclassification's of Judicial Assistant Branch I, Judicial Assistant Branch II, Office Clerk, Assistant Humane Officer, Jury Clerk/ Traffic Assistant, Administrative Assistant, Preventive Maintenance Technician. The Union offer has been found the more comparable in the positions of Payroll Clerk/Bookkeeper, Clerk of Court Office Assistant, Resident Services Coordinator, Program/Clerical/Computer Assistant, Program Clerical Assistant, and Medical Transcriptions/IS/Clerk. The conclusion here is that the preponderant evidence favors the County offer on adjustments in reclassifications, though narrowly.

#### XXVIII. GENERAL SUMMARY OF OVERALL CONCLUSIONS

A review of the conclusions of the arbitrator with respect to the individual issues herein shows that the Union offer was considered more comparable or reasonable in the matter of Hours of Work, Compensatory Time, Compensatory Time Language, Layoff Notice, Posting for Probationary Employees, Continuing Education, Working in a Higher Position, On-Call Compensation, Promotional Language - nine issues.

The County offer was found more comparable or reasonable in Holidays, Benefits While on Workers Compensation, Temporary Employment, Call- In Provision, Red-Circled Employees, Victim/Witness Coordinator and Adjustments in Reclassification - seven issues.

In giving weight then to the various issues as required by the statute, though there are no factors placing limitation on expenditures by the Employer, yet there is need to give greater weight to the economic conditions resulting under either offer. Neither party offered any exhibits directly related to the ability of the County to pay, and the County itself supplied no information on the percentage changes in its total County budget if either offer was accepted. However the County holds that it should not have to meet the higher costs of the Union offer when the new costs under its own offer are substantial.

In looking at the above findings on issues, one finds that the County's offer on issues having a major financial impact are supported. The issues are Adjustments in Reclassification,, Red-Circled Employees and Victim/Witnes Coordinator. Applying the factor of greater weight

as found in the statutory burden laid on the arbitrator, the conclusion here is that the County offer is to be selected in the interests and welfare of the public.

**XXIX. AWARD.**

The offer of the County of Monroe, Wisconsin for the Bi-lateral Agreement between it and the Monroe County Courthouse Employees, AFSCME, AFL-CIO is selected.



**FRANK P. ZEIDLER**

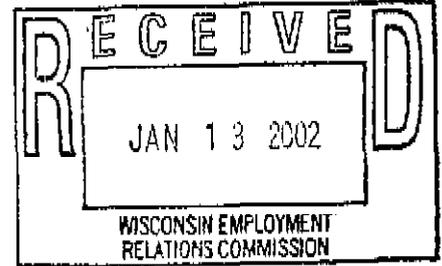
Arbitrator

Date July 21, 2002

Milwaukee, Wisconsin

APPENDIX A

UNION'S FINAL OFFER & STIPULATIONS



BILATERAL AGREEMENT BETWEEN  
THE COUNTY OF MONROE  
AND  
THE MONROE COUNTY COURTHOUSE EMPLOYEES  
Local \_\_\_\_\_, AFSCME, AFL-CIO  
2001-2002

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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 Courthouse Employees, Local \_\_\_\_\_, AFSCME, AFL-CIO hereinafter called the Union, is set forth as follows: (TA-4/12/01)

### 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. (TA-4/12/01)

Nothing herein shall prevent negotiations and grievance processing from being conducted during regular hours without loss of pay to employees when possible. (TA-4/12/01)

### 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 employees who are not included in another Monroe County bargaining unit, excluding professional, supervisory, managerial and confidential employees for the purpose of bargaining collectively on all matters pertaining to wages, hours, and working conditions of employment. (WERC Case 146, No. 59206, ME-3789) (TA-4/12/01)

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. (TA-4/12/01)

### 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. (TA-4/12/01)

Section 2. The County shall be represented in such bargaining and negotiations by such representation as the County shall designate. (TA-4/12/01)

### 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. (TA-1/11/02)

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. (TA-1/11/02)

A. 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. (TA-1/11/02)

B. 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. (TA-1/11/02)

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 of any change in the amount of such Fair Share costs thirty (30) days before the effective date of the change. (TA-1/11/02)

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. (TA-1/11/02)

#### 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: (TA-4/12/01)

- 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. (A-L - TA-4/12/01)

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. (TA-4/12/01)

#### 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. (TA-4/12/01)

#### 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 department. (TA-4/12/01)

#### 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. (TA-4/12/01)

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. (TA-4/12/01)

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. (TA-4/12/01)

Section 4. Settlement of Grievances: 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. (TA-4/12/01)

Section 5. Steps in the Procedure:

Step 1: All employee grievances must be filed by the aggrieved employee or the president of the Union, in writing, to the Union Grievance Committee, and a copy must further be filed with the Supervisor by the employee or Union representative no later than thirty (30) calendar days after the employee knew or should have known of the cause of such grievance. (TA-4/12/01)

The Union Grievance Committee shall try to settle the grievance with the Supervisor. The Supervisor shall have ten (10) calendar days to meet with the Union Grievance Committee. Following this meeting, the Supervisor shall have ten (10) calendar days to respond to the grievance. If unsuccessful, it shall be submitted to the committee of jurisdiction who will consider the grievance at its next regular meeting. Following this meeting, the committee of jurisdiction shall have ten (10) calendar days to respond to the grievance. If unsuccessful, it shall be submitted to the Personnel and Bargaining Committee who will consider the grievance at its next regular meeting. Following this meeting, the Personnel and Bargaining Committee shall have ten (10) calendar days to respond to 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. (TA as amended-4/12/01)

Step 2: 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. (TA-4/12/01)

The Union shall provide a five (5) working day notice for witnesses for Union Officers needed for arbitration hearings directly to the supervisor, provided sufficient time is allowed by the Arbitrator. (TA-4/12/01)

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. (TA-4/12/01)

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. (TA-4/12/01)

Step 3: 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 supervisor of the leaving of work. (TA-4/12/01)

#### ARTICLE 8 - HOURS OF WORK

Section 1. The standard workday 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. As circumstances may warrant, the County may implement needed modifications of this schedule. The standard workweek shall consist of five (5) workdays, Monday through Friday, inclusive. An employee may request a modification to the standard workday and/or workweek. Said request shall be subject to supervisory approval. There shall be no split shifts.

Section 2. All hours worked outside the standard workweek shall be paid at one and one-half (1 1/2) times the employee's regular rate of pay or its equivalent in time off, up to 40.5 hours, which represents 27 hours actually worked, at the discretion of the supervisor. Overtime shall be measured in quarter (1/4) hour increments. No overtime is authorized unless requested by the supervisor. Overtime performed without approval shall not be subject to the pay or time-off provisions of this Section. For purposes of this Article, paid time off shall be considered as time worked. All overtime or compensatory time must be administered within the guidelines of the Fair Labor Standards Act.

Section 3. All employees shall receive one and one-half (1 1/2) times their regular hourly rate of pay, or its equivalent in time off, for all work performed on a holiday in addition to their regular holiday pay. (TA-4/12/01)

Section 4. All overtime shall be distributed, by department, as evenly as possible among all qualified employees. (TA-4/12/01)

Section 5. Time spent traveling to or from required out of county meetings or other business shall be considered as time worked. (TA-4/12/01)

Section 6. 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. (TA-4/12/01)

#### 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 and Christmas Day. There shall be, in addition to the nine (9) 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 at the discretion of the supervisor. 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 second 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. (TA as amended 4/25/01)

Employees shall have the option of taking 50 percent payout of up to the first 40 hours of sick leave accumulation annually. Therefore, an employee who uses no sick leave in a calendar year is eligible for a payout of 20 hours at the employee's current rate of pay in the ensuing year, an employee who uses 20 hours of sick leave is eligible for a 10 hour payout, etc. (TA as amended-4/12/01)

Section 2. Upon retirement (for this section, eligibility to draw a monthly annuity from the Wisconsin Retirement Fund), 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. (TA as amended)

Section 3. Employees shall be allowed to use sick leave credits for medical, optical 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. (TA-as amended-11/8/01)

Section 4. Sick leave will be granted when an employee chooses to give care and attendance to a spouse, child, parent 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. (TA as amended-6-28-01)

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. (TA-4/12/01)

Section 6. Employees shall be eligible to use sick leave to donate blood to a charitable organization (e.g., Red Cross) up to a maximum of one hour per month with the supervisor's prior authorization. This does not include giving blood for payment or storage. (TA as amended-4/12/01)

Section 7. Employees who use no sick leave for an entire calendar year and also comply with other county approved time off policies shall have one additional floating holiday provided for use in the succeeding calendar year. (TA as amended-4/12/01)

## 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 supervisor 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 supervisor 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 Supervisor by the employee. The supervisor 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. (TA-4/25/01)

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. (TA-4/12/01)

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. (TA-4/12/01)

Section 4. Any employee elected to public office of 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 supervisor and the Personnel and Bargaining Committee. Seniority shall not accrue but neither shall there be a loss of any established seniority. (TA-4/12/01)

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. (TA-4/12/01)

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. (TA-1/11/02)

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. (TA-4/12/01)

## 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.

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

(TA - County to clarify in side letter)

Although vacation accrual begins following the date of hire, probationary employees are not eligible to use vacation until they have completed six months of the 12 month probationary period. If the employee does not complete the probationary period, or terminates for any reason during that time, any vacation paid out will be deducted from the final paycheck. No prorated credit is due any employee who leaves County employment with less than one full year of county service. (TA-5/25/01)

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 supervisor, use his/her vacation leave for sick leave. 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. (TA-4/12/01)

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. (TA-4/12/01)

Section 4. All employees shall give a two (2) week notice, except that employees in pay grade 4 or above shall give three (3) weeks 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 two (2) 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. (TA-5-25-01)

Section 5. Seniority shall prevail in granting vacations when more than the usual number of employees desire their vacations at the same time. (TA-4/12/01)

## 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 the employee's immediate household. Funeral leave shall be taken within a five (5) work day 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. (TA-1/11/02)

Section 2. Employees shall receive one (1) day funeral leave with full pay for the death of grandparent-in-law, aunt, uncle, niece or nephew of the first degree, if actually attending the funeral on a scheduled work day or holiday. (TA-1/11/02)

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. (TA-4/12/01)

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. (TA-4/12/01)

## ARTICLE 14 - RETIREMENT

Section 1. The County shall pay the full amount of the employer's contribution to the Wisconsin Retirement System, and shall pay the full amount of the employee's contribution to the Wisconsin Retirement System but not to exceed six and two-tenths percent (6.2%) of the total earnings of each participating employee. (TA-6-28-01)

## 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 one (1) calendar year, during which period the supervisor may terminate such employment without any right of appeal in any manner on the part of such employment. (TA-5-25-01)

Section 2. Employees who have completed the one (1) calendar year 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. (TA-5/25/01)

#### ARTICLE 16 - SENIORITY

Section 1. Seniority shall begin at the time of regular employment in the bargaining unit 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. (TA-6/28/01)

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 department and classification will be laid off. An employee laid off may displace the least senior employee in another department or classification who works the same number of hours, provided he/she is qualified to perform the duties and further provided that the displacing employee has more seniority than the employee who is to be displaced. It shall be the employee's option to choose if he/she desires to displace the least senior employee in another department or classification if the displacing would result in a reduction of hours. Displacing is limited to positions in either a lower or the same pay grade. An employee who gets displaced can then exercise his/her seniority in a similar manner. The employer retains the right to assign job duties among the remaining employees in each classification. (TA-as amended-11/8/01)

Section 3. Whenever it becomes necessary to employ additional workers either in vacancies or new positions therein, former qualified employees who have been laid off for 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. (TA-4/12/01)

Section 4. No new employee shall be hired while there are seniority employees who are qualified for the position on the layoff list. (TA-4/12/01)

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 and layoff, shall include any bargaining unit seniority that was previously earned, provided that there is not a break in service. This shall include time in positions eligible for bargaining unit coverage prior to the initial contract. (TA-as amended-11/8/01)

Section 7. In determining the amount of sick leave, vacation credits, holidays, retirement and insurance coverage and such other benefits predicated on length of service, said length of service shall be computed from the first day of regular employment with the County regardless of department, except that of holding elective office, provided that there are no breaks in service. (TA-6-28-01)

Section 8. Persons recalled to service according to seniority shall receive a mailed registered letter and must answer within five (5) calendar days and shall be available for work within seven calendar (7) days. (TA-as amended 6-28-01)

#### 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 name 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 filling of vacancies shall be based on the following sequence:

1. Employees within the department.
2. Employees within the bargaining unit.
3. Persons outside of the bargaining unit.

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 supervisor and the Union representative shall attempt to mutually agree on the nominee for the position. The County reserves the right to simultaneous job posting and advertising. (TA as amended-4/12/01)

Section 2. Management shall not deny a bargaining unit applicant the right to sign the job posting. (TA as amended-6/28/01)

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. (TA-4/12/01)

Section 4. The successful applicant shall be allowed sixty (60) days to qualify for the position. The sixty (60) day probationary period may be shortened or 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 supervisor and the Union President. Interim appointments may be made by the supervisor until such time as a regular appointment is made. The successful applicant, if moving into a higher or lower pay rate, shall be paid the higher or lower rate on his/her first day in said position. (TA amended-5/28/01)

#### ARTICLE 18 - INSURANCE

##### Section 1.

###### A. Health Insurance

The County shall during calendar years 2001 and 2002 contribute such amount toward the family and single plan premiums of a dual-choice Health Maintenance Organization (HMO) offering each covered employee the choice between the plans on an annual basis. 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 2001 calendar year. (TA)

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. (TA-4/12/01)

#### 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 employee's immediate supervisor. (TA-4/12/01)

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, except vacation, do not continue to accrue. Examples of these benefits include accumulation of sick leave, holiday 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 unit's 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 cents (\$.30) per mile or the rate received by the Monroe County Board of Supervisors, whichever is greater. (TA-as amended-11/1/01)

Section 2. Any employee required to be out of the County overnight on County business shall have lodging expenses reimbursed by the County at the state or group rate, if available. (TA-as amended-11/1/01)

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. (TA-4/12/01)

#### ARTICLE 21 - GENERAL PROVISIONS

Section 1. An employee called upon to serve jury duty or as a witness shall be paid the difference between jury duty pay or witness fee, less mileage, for time spent on jury duty or as a witness, with pay to be based upon the

employee's regular work day of eight hours. The employee is required to surrender the jury duty paycheck, less mileage, to the County Treasurer in order to receive full pay from the County. (TA-5/25/01)

Section 2. All working time lost due to injuries incurred on the job shall be considered time worked for the day such injury occurred. (TA-4/12/01)

Section 3. The County employees shall be paid every other Thursday after a holdback not exceeding two (2) weeks. (TA-4/12/01)

Section 4. 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. (Side letter on e-mail notification of employees of vacancies) (TA-4/12/01)

Section 5. Regular part-time employees shall receive benefits on a pro-rata basis. (TA-4/12/01)

Section 6. The County shall pay all reasonable costs associated with required continuing education for the employee's current position. Employees shall receive their regular rate of pay for participating in required continuing education.

Section 7. If an employee works on a higher rated job in excess of thirty (30) calendar days, the employee shall receive the rate of pay of the higher rated job during the period of time so assigned to the higher rated job, retroactive to the first day of the assignment.

Section 8. The employment of temporary employees shall be limited to three (3) calendar months. An extension of three (3) calendar months, creating a total of not more than six (6) calendar months, may be approved by the Personnel and Bargaining Committee.

Section 9. Employees called in to work outside of normal working hours shall be guaranteed two (2) hours pay.

Section 10. Employees who are required to be on-call shall be compensated at the following rates:

Weekdays - \$1.25 per hour  
Weekends - \$1.40 per hour  
Holidays - \$1.50 per hour

For purposes of this Section, weekends shall commence at 4:30 p.m. on Friday and end at 8:00 a.m. on Monday.

#### ARTICLE 22 - COMPENSATION

Wage rates for the employees in the bargaining unit are attached as Schedules A-D. (TA-11/1/01)

#### ARTICLE 23 - NON-DISCRIMINATION

Section 1. Monroe County and Local Union \_\_\_\_\_ 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 non-discriminatory 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. (TA-4/12/01)

#### ARTICLE 24 - 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. (TA-4/12/01)

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. (TA-4/12/01)

#### ARTICLE 25 - DURATION

Section 1. This Agreement shall be binding and in full force and effect from January 1, 2001, through December 31, 2002. (TA-11/1/01)

Section 2. Either party may open negotiations for a successor labor agreement beyond the 2002 calendar year by notifying the other party in writing on or before August 1, 2002. 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. (TA-11/1/01)

Section 3. If neither party open negotiations for a successor agreement as specified above, this Agreement shall automatically be renewed for the succeeding calendar year. (TA-4/12/01)

WITNESS OUR HANDS AND SEALS this 11<sup>th</sup> DAY OF January,  
2002, in the City of Sparta, County of Monroe, State of Wisconsin.

MONROE COUNTY PERSONNEL  
AND BARGAINING COMMITTEE;

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Ken Kittleson  
Personnel Director

MONROE COUNTY COURTHOUSE  
EMPLOYEES, LOCAL \_\_\_\_\_:

\_\_\_\_\_  
Sandra Pierce, President

Daniel R. Pfeiffer  
Daniel R. Pfeiffer, District  
Representative

SCHEDULE "A"

Courthouse Union  
Effective January 1, 2001

Grade	A	B	C	D	E	F
1	8.93	9.31	9.71	10.10	10.50	10.88
2	9.42	9.83	10.25	10.67	11.08	11.50
3	9.96	10.39	10.83	11.27	11.71	12.15
4	10.54	11.00	11.46	11.92	12.38	12.85
5	11.16	11.65	12.15	12.64	13.13	13.62
6	11.84	12.37	12.89	13.41	13.93	14.45
7	12.61	13.16	13.72	14.27	14.82	15.38
8	13.40	13.99	14.59	15.17	15.76	16.35

SCHEDULE "B"

Courthouse Union  
Effective September 1, 2001

Grade	A	B	C	D	E	F
1	9.11	9.50	9.90	10.30	10.71	11.10
2	9.61	10.03	10.46	10.88	11.30	11.73
3	10.16	10.60	11.05	11.50	11.94	12.39
4	10.75	11.22	11.69	12.16	12.63	13.11
5	11.38	11.88	12.39	12.89	13.39	13.89
6	12.08	12.62	13.15	13.68	14.21	14.74
7	12.86	13.42	13.99	14.56	15.12	15.69
8	13.67	14.27	14.88	15.47	16.08	16.68

SCHEDULE "C"

Courthouse Union  
Effective January 1, 2002

Grade	A	B	C	D	E	F
1	9.29	9.69	10.10	10.51	10.92	11.32
2	9.80	10.23	10.67	11.10	11.53	11.96
3	10.36	10.81	11.27	11.73	12.18	12.64
4	10.97	11.44	11.92	12.40	12.88	13.37
5	11.61	12.12	12.64	13.15	13.66	14.17
6	12.32	12.87	13.41	13.95	14.49	15.03
7	13.12	13.69	14.27	14.85	15.42	16.00
8	13.94	14.56	15.18	15.78	16.40	17.01

SCHEDULE "D"

Courthouse Union  
Effective September 1, 2002

Grade	A	B	C	D	E	F
1	9.48	9.88	10.30	10.72	11.14	11.55
2	10.00	10.43	10.88	11.32	11.76	12.20
3	10.57	11.03	11.50	11.96	12.42	12.89
4	11.19	11.67	12.16	12.65	13.14	13.64
5	11.84	12.36	12.89	13.41	13.93	14.45
6	12.57	13.13	13.68	14.23	14.78	15.33
7	13.38	13.96	14.56	15.15	15.73	16.32
8	14.22	14.85	15.48	16.10	16.73	17.35

COURTHOUSE UNION POSITIONS/GRADES

- 8 County Clerk Payroll & Accounts Coordinator  
Information Systems Specialist
- 7
- 6 Child Support Specialist  
Circuit Court Register in Probate/Probate Registrar  
Clerk of Court Deputy/Bookkeeper  
Land Information Property Lister  
Rolling Hills Bookkeeper/Accounts Receivable  
Sanitation, Zoning & Forestry Humane Officer  
Senior Services Benefit Specialist
- 5 Corporation Counsel Secretary  
Deputy County Clerk/Bookkeeper  
Deputy Register of Deeds  
Deputy County Treasurer  
Deputy Veterans Service Officer  
District Attorney Legal Secretary  
District Attorney Victim/Witness Specialist  
Health Department Bookkeeper  
Health Department Health Check Technician  
Rolling Hills Payroll/Accounts Payable Bookkeeper  
Sanitation, Zoning & Forestry Administrative Assistant  
Senior Services Bookkeeper  
Senior Services Nutrition Program Coordinator  
Senior Services Transportation Coordinator
- 4 Child Support Administrative Assistant  
Child Support Clerk  
Circuit Court Branch I Judicial Assistant  
Circuit Court Branch II Judicial Assistant  
Circuit Court Juvenile Court Clerk  
Clerk of Court Civil Clerk  
Clerk of Court Family Clerk  
Clerk of Court Small Claims Clerk  
Clerk of Court Traffic Clerk  
District Attorney Clerical Assistant  
District Attorney Worthless Check Clerk/Clerk Typist  
Emergency Management Administrative Assistant  
Extension Administrative Assistant  
Health Department Billing Clerk  
Highway Accounts Clerk  
Highway Payroll Clerk/Bookkeeper  
Maintenance Preventive Maintenance Technician  
Medical Examiner Clerical Assistant  
Police Administrative Secretary  
Rolling Hills Resident Services Coordinator  
Sanitation, Zoning & Forestry Park Ranger  
Solid Waste Clerical Assistant  
Treasurer Clerk
- 3 Health Department Home Health Aide  
Justice System Community Service Work Crew Supervisor  
Sanitation, Zoning & Forestry Asst. Humane Officer

2

Health Department Medical Transcriptionist/Clerk  
Clerk of Court Jury Clerk/Traffic Assistant  
Clerk of Court Office Assistant  
County Clerk Purchasing/License Clerk  
Maintenance Custodian  
Register of Deeds Recording Clerk  
Rolling Hills Medical Transcriptionist/Clerk  
Senior Services Mini-Bus Driver

1

Clerk of Court Receptionist/Office Assistant  
District Attorney Receptionist/Clerk Typist  
Extension Program/Clerical/Computer Assistant  
Extension Program/Clerical Assistant  
Health Department WIC Clerical Assistant  
History Artifact/Exhibit/Research Assistant  
Land Conservation Clerk  
Police Receptionist  
Rolling Hills Receptionist/Clerk  
Sanitation, Zoning & Forestry Receptionist/Clerk Typist  
Senior Services Driver  
Senior Services Office Clerk  
Senior Services Site Manager

## SALARY ADMINISTRATION

1. Wage schedules include two percent increases on January 1 and September 1. Employees progress to the next step following 2080 hours of work. Employees may be hired up to Step C with approval of the Personnel and Bargaining Committee if the qualifications and experience warrant a higher rate.

2. Employees who are currently paid above step F shall receive the following wage increases:

1/1/01 - 2%

9/1/01 - 2%

1/1/02 - 2%

9/1/02 - 2%

3. The salary of an employee promoted to a higher pay grade shall be adjusted to that step, in the higher salary grade, that grants the employee an increase in pay.

4. The position of District Attorney Victim/Witness Coordinator shall be placed in Grade 8.

5. Adjustments in Pay Grades:

<u>Classification</u>	<u>Grade</u>
Branch II Judicial Assistant	4 to 5
Branch I Judicial Assistant	4 to 6
Office Clerk	1 to 2
Payroll Clerk/Bookkeeper	4 to 5
Assistant Humane Officer	3 to 4
Jury Clerk/Traffic Assistant	2 to 3
Office Assistant	2 to 3
Resident Services Coordinator	4 to 5
Administrative Assistant	4 to 5
Preventative Maintenance Technician	3 to 5
Program/Clerical/Computer Assistant	1 to 2
Program Clerical Assistant	1 to 2
Medical Transcriptionist/Clerk (2)	2 to 3

6. Provisions retroactive to 1/1/01.

APPENDIX B

COUNTY'S FINAL OFFER & STIPULATIONS



BILATERAL AGREEMENT BETWEEN  
THE COUNTY OF MONROE  
AND  
THE MONROE COUNTY COURTHOUSE EMPLOYEES  
Local \_\_\_\_\_, AFSCME, AFL-CIO  
2001-2002

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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 Courthouse Employees, Local \_\_\_\_\_, AFSCME, AFL-CIO hereinafter called the Union, is set forth as follows: (TA-4/12/01)

### 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. (TA-4/12/01)

Nothing herein shall prevent negotiations and grievance processing from being conducted during regular hours without loss of pay to employees when possible. (TA-4/12/01)

### 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 employees who are not included in another Monroe County bargaining unit, excluding professional, supervisory, managerial and confidential employees for the purpose of bargaining collectively on all matters pertaining to wages, hours, and working conditions of employment. (WERC Case 146, No. 59206, ME-3789) (TA-4/12/01)

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. (TA-4/12/01)

### 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. (TA-4/12/01)

Section 2. The County shall be represented in such bargaining and negotiations by such representation as the County shall designate. (TA-4/12/01)

### 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. 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.

B. 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 of 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: (TA-4/12/01)

- 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. (A-L - TA-4/12/01)

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. (TA-4/12/01)

#### 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. (TA-4/12/01)

#### 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 department. (TA-4/12/01)

#### 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. (TA-4/12/01)

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. (TA-4/12/01)

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. (TA-4/12/01)

Section 4. Settlement of Grievances: 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. (TA-4/12/01)

Section 5. Steps in the Procedure:

Step 1: All employee grievances must be filed by the aggrieved employee or the president of the Union, in writing, to the Union Grievance Committee, and a copy must further be filed with the Supervisor by the employee or Union representative no later than thirty (30) calendar days after the employee knew or should have known of the cause of such grievance. (TA-4/12/01)

The Union Grievance Committee shall try to settle the grievance with the Supervisor. The Supervisor shall have ten (10) calendar days to meet with the Union Grievance Committee. Following this meeting, the Supervisor shall have ten (10) calendar days to respond to the grievance. If unsuccessful, it shall be submitted to the committee of jurisdiction who will consider the grievance at its next regular meeting. Following this meeting, the committee of jurisdiction shall have ten (10) calendar days to respond to the grievance. If unsuccessful, it shall be submitted to the Personnel and Bargaining Committee who will consider the grievance at its next regular meeting. Following this meeting, the Personnel and Bargaining Committee shall have ten (10) calendar days to respond to 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. (TA as amended-4/12/01)

Step 2: 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. (TA-4/12/01)

The Union shall provide a five (5) working day notice for witnesses for Union Officers needed for arbitration hearings directly to the supervisor, provided sufficient time is allowed by the Arbitrator. (TA-4/12/01)

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. (TA-4/12/01)

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. (TA-4/12/01)

Step 3: 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 supervisor of the leaving of work. (TA-4/12/01)

#### ARTICLE 8 - HOURS OF WORK

✓ Section 1. The regular work week for all employees shall be five eight hour days. This shall not be construed as a guaranteed work day or work week.

✓ Section 2. Hours eligible for overtime compensation are any hours worked over forty in a seven day work week. These hours must be compensated at time and one-half the regular rate of pay. Employees may be assigned work in excess of eight hours per day without being compensated at time and one-half, if corresponding adjustments are made in the weekly work schedule, providing that the total hours worked do not exceed forty in one week.

Section 3. All employees shall receive one and one-half (1 1/2) times their regular hourly rate of pay, for all work performed on a holiday in addition to their regular holiday pay. (TA-4/12/01)

Section 4. All overtime shall be distributed, by department, as evenly as possible among all qualified employees. (TA-4/12/01)

Section 5. Time spent traveling to or from required out of county meetings or other business shall be considered as time worked. (TA-4/12/01)

Section 6. 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. (TA-4/12/01)

#### 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, one-half (1/2) day 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 at the discretion of the Supervisor.

#### 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 second 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. (TA as amended 4/25/01)

Employees shall have the option of taking 50 percent payout of up to the first 40 hours of sick leave accumulation annually. Therefore, an employee who uses no sick leave in a calendar year is eligible for a payout of 20 hours at the employee's current rate of pay in the ensuing year, an employee who uses 20 hours of sick leave is eligible for a 10 hour payout, etc. (TA as amended-4/12/01)

Section 2. Upon retirement (for this section, eligibility to draw a monthly annuity from the Wisconsin Retirement Fund), 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. (TA as amended)

Section 3. Employees shall be allowed to use sick leave credits for medical, optical 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. (TA-4/12/01)

Section 4. Sick leave will be granted when an employee chooses to give care and attendance to a spouse, child, parent 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. (TA as amended-6-28-01)

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. (TA-4/12/01)

Section 6. Employees shall be eligible to use sick leave to donate blood to a charitable organization (e.g., Red Cross) up to a maximum of one hour per month with the supervisor's prior authorization. This does not include giving blood for payment or storage. (TA as amended-4/12/01)

Section 7. Employees who use no sick leave for an entire calendar year and also comply with other county approved time off policies shall have one additional floating holiday provided for use in the succeeding calendar year. (TA as amended-4/12/01)

#### 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 supervisor 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 supervisor 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 Supervisor by the employee. The supervisor 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. (TA-4/25/01)

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. (TA-4/12/01)

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. (TA-4/12/01)

Section 4. Any employee elected to public office of 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 supervisor and the Personnel and Bargaining Committee. Seniority shall not accrue but neither shall there be a loss of any established seniority. (TA-4/12/01)

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. (TA-4/12/01)

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. (TA-4/12/01)

## 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.

- A. After one (1) year, but less than six (6) years of employment:  
Two (2) weeks (ten (10) workdays).
- B. After six (6) years, but less than fourteen (14) years of employment: Three (3) weeks (fifteen (15) workdays).

- C. After fourteen (14) years, but less than twenty-two (22) years of employment: Four (4) weeks (twenty (20) workdays).
- D. More than twenty-two (22) years of employment: twenty-three (23) workdays.

Although vacation accrual begins following the date of hire, probationary employees are not eligible to use vacation until they have completed six months of the 12 month probationary period. If the employee does not complete the probationary period, or terminates for any reason during that time, any vacation paid out will be deducted from the final paycheck. No prorated credit is due any employee who leaves County employment with less than one full year of county service. (TA-5/25/01)

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 supervisor, use his/her vacation leave for sick leave. 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. (TA-4/12/01)

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. (TA-4/12/01)

Section 4. All employees shall give a two (2) week notice, except that employees in pay grade 4 or above shall give three (3) weeks 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 two (2) 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. (TA-5-25-01)

Section 5. Seniority shall prevail in granting vacations when more than the usual number of employees desire their vacations at the same time. (TA-4/12/01)

#### ARTICLE 13 - FUNERAL LEAVE

Section 1. Employees shall receive a three 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 the employee's immediate household if actually attending the funeral. Certification of attendance may be required to qualify for this benefit. Funeral leave shall be taken within a five work day period (excluding scheduled days off) consisting of the two work days immediately preceding and the two 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 days of funeral leave in the case of the death of an

immediate family member (spouse, child, parent or other relative who is a member of the employee's immediate household) 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 day funeral leave with full pay for the death of grandparent-in-law, aunt, uncle, niece or nephew of the first degree, if actually attending the funeral on a scheduled work day or holiday. Certification of attendance may be required to qualify for this benefit.

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 day funeral leave with full pay when attending a funeral as a pallbearer, and also shall receive a one-half day funeral leave with full pay when attending a military funeral as a participant. Such attendance shall be limited to three times per calendar year.

#### ARTICLE 14 - RETIREMENT

Section 1. The County shall pay the full amount of the employer's contribution to the Wisconsin Retirement System, and shall pay the full amount of the employee's contribution to the Wisconsin Retirement System but not to exceed six and two-tenths percent (6.2%) of the total earnings of each participating employee. (TA-6-28-01)

#### 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 one (1) calendar year, during which period the supervisor may terminate such employment without any right of appeal in any manner on the part of such employment. (TA-5-25-01)

Section 2. Employees who have completed the one (1) calendar year 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. (TA-5/25/01).

#### ARTICLE 16 - SENIORITY

Section 1. Seniority shall begin at the time of regular employment in the bargaining unit 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. (TA-6/28/01)

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 department and classification will be laid off. An employee laid off may displace the least senior employee in another department or classification who works the least same number of hours, provided he/she is qualified to perform the duties and further provided that the displacing employee has more seniority than the employee who is to be displaced. It shall be the employee's option to choose if he/she desires to displace the least senior employee in another department or classification if the displacing would result in a reduction of hours. Displacing is limited to positions in either a lower or the same pay grade. An employee who gets displaced can then exercise his/her seniority in a similar manner. 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 either in vacancies or new positions therein, former qualified employees who have been laid off for 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. (TA-4/12/01)

Section 4. No new employee shall be hired while there are seniority employees who are qualified for the position on the layoff list. (TA-4/12/01)

Section 5. When an employee enters a bargaining unit position from a management position, that employee's seniority, for job posting and layoff, shall include any bargaining unit seniority that was previously earned, provided that there is not a break in service. This shall include time in positions eligible for bargaining unit coverage prior to the initial agreement.

Section 6. In determining the amount of sick leave, vacation credits, holidays, retirement and insurance coverage and such other benefits predicated on length of service, said length of service shall be computed from the first day of regular employment with the county regardless of department, except that of holding elective office, provided that there are no breaks in service. (TA-6-28-01)

Section 7. Persons recalled to service according to seniority shall receive a mailed registered letter and must answer within five (5) calendar days and shall be available for work within seven calendar (7) days. (TA-as amended 6-28-01)

#### 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 name 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. Probationary employees may post for position vacancies following six (6) months of employment. The filling of vacancies shall be based on the following sequence:

1. Employees within the department.
2. Employees within the bargaining unit.
3. Persons outside of the bargaining unit.

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 supervisor and the Union representative shall attempt to mutually agree on the nominee for the position. The County reserves the right to simultaneous job posting and advertising. (TA as amended-4/12/01)

Section 2. Management shall not deny a bargaining unit applicant the right to sign the job posting. (TA as amended-6/28/01)

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. (TA-4/12/01)

Section 4. The successful applicant shall be allowed sixty (60) days to qualify for the position. The sixty (60) day probationary period may be shortened or 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 supervisor and the Union President. Interim appointments may be made by the supervisor until such time as a regular appointment is made. The successful applicant, if moving into a higher or lower pay rate, shall be paid the higher or lower rate on his/her first day in said position. (TA amended-5/28/01)

## ARTICLE 18 - INSURANCE

### Section 1.

#### A. Health Insurance

The County shall during calendar years 2001 and 2002 contribute such amount toward the family and single plan premiums of a dual-choice Health Maintenance Organization (HMO) offering each covered employee the choice between the plans on an annual basis. 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 2001 calendar year. (TA-plus a side letter on the \$10 office visit co-pay)

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. (TA-4/12/01)

#### 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 employee's immediate supervisor. (TA-4/12/01)

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, holiday 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.

#### 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 cents (\$.30) per mile or the rate received by the Monroe County Board of Supervisors, whichever is greater. (TA-11/1/01)

Section 2. Any employee required to be out of the County overnight on County business shall have lodging expenses reimbursed by the County at the State or group rate, if available. (TA-11/1/01)

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. (TA-4/12/01)

#### ARTICLE 21 - GENERAL PROVISIONS

Section 1. An employee called upon to serve jury duty or as a witness shall be paid the difference between jury duty pay or witness fee, less mileage, for time spent on jury duty or as a witness, with pay to be based upon the employee's regular work day of eight hours. The employee is required to surrender the jury duty paycheck, less mileage, to the County Treasurer in order to receive full pay from the County. (TA-5/25/01)

Section 2. All working time lost due to injuries incurred on the job shall be considered time worked for the day such injury occurred. (TA-4/12/01)

Section 3. The County employees shall be paid every other Thursday after a holdback not exceeding two (2) weeks. (TA-4/12/01)

Section 4. 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. (TA-4/12/01)

Section 5. Regular part-time employees shall receive benefits on a pro-rata basis. (TA-4/12/01)

Section 6. If an employee works on a higher rated job in excess of sixty (60) calendar days, the employee shall receive the rate of pay of the higher rated job during the period of time so assigned to the higher rated job, retroactive to the first day of the assignment.

Section 7. Maintenance and Information Systems employees reporting to work outside of normal working hours shall be guaranteed two (2) hours pay.

#### ARTICLE 22 - COMPENSATION

Wage rates for the employees in the bargaining unit are attached as Schedules A-D.

#### ARTICLE 23 - NON-DISCRIMINATION

Section 1. Monroe County and Local Union \_\_\_\_\_ 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 non-discriminatory 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. (TA-4/12/01)

#### ARTICLE 24 - 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. (TA-4/12/01)

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. (TA-4/12/01)

#### ARTICLE 25 - DURATION

Section 1. This Agreement shall be binding and in full force and effect from January 1, 2001, through December 31, 2002. (TA-4/12/01)

Section 2. Either party may open negotiations for a successor labor agreement beyond the 2002 calendar year by notifying the other party in writing on or before August 1, 2002. 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. (TA-4/12/01)

Section 3. If neither party open negotiations for a successor agreement as specified above, this Agreement shall automatically be renewed for the succeeding calendar year. (TA-4/12/01)

WITNESS OUR HANDS AND SEALS this \_\_\_\_\_ DAY OF \_\_\_\_\_,  
\_\_\_\_\_ in the City of Sparta, County of Monroe, State of Wisconsin.

MONROE COUNTY PERSONNEL  
AND BARGAINING COMMITTEE:

\_\_\_\_\_  
Allan Beatty

\_\_\_\_\_  
Edward Westphal

\_\_\_\_\_  
Joyce Schreier

\_\_\_\_\_  
Ken Kittleson  
Personnel Director

MONROE COUNTY COURTHOUSE  
EMPLOYEES, LOCAL \_\_\_\_\_:

\_\_\_\_\_  
Sandra Pierce, President

\_\_\_\_\_  
Daniel R. Pfeifer, District  
Representative

SCHEDULE "A"

Courthouse Union  
Effective January 1, 2001

Grade	A	B	C	D	E	F
1	8.93	9.31	9.71	10.10	10.50	10.88
2	9.42	9.83	10.25	10.67	11.08	11.50
3	9.96	10.39	10.83	11.27	11.71	12.15
4	10.54	11.00	11.46	11.92	12.38	12.85
5	11.16	11.65	12.15	12.64	13.13	13.62
6	11.84	12.37	12.89	13.41	13.93	14.45
7	12.61	13.16	13.72	14.27	14.82	15.38
8	13.40	13.99	14.59	15.17	15.76	16.35

SCHEDULE "B"

Courthouse Union  
Effective September 1, 2001

Grade	A	B	C	D	E	F
1	9.11	9.50	9.90	10.30	10.71	11.10
2	9.61	10.03	10.46	10.88	11.30	11.73
3	10.16	10.60	11.05	11.50	11.94	12.39
4	10.75	11.22	11.69	12.16	12.63	13.11
5	11.38	11.88	12.39	12.89	13.39	13.89
6	12.08	12.62	13.15	13.68	14.21	14.74
7	12.86	13.42	13.99	14.56	15.12	15.69
8	13.67	14.27	14.88	15.47	16.08	16.68

Wage schedules include two percent increases on January 1 and September 1. Employees progress to the next step following 2080 hours of work and a satisfactory performance evaluation. Employees may be hired up to Step C with approval of the Personnel and Bargaining Committee if qualifications and experience warrant a higher rate. Employees who are currently paid above step F shall receive one-half of the general increase until their pay rate is at step F of the wage scale.

SCHEDULE "C"

Courthouse Union  
Effective January 1, 2002

Grade	A	B	C	D	E	F
1	9.29	9.69	10.10	10.51	10.92	11.32
2	9.80	10.23	10.67	11.10	11.53	11.96
3	10.36	10.81	11.27	11.73	12.18	12.64
4	10.97	11.44	11.92	12.40	12.88	13.37
5	11.61	12.12	12.64	13.15	13.66	14.17
6	12.32	12.87	13.41	13.95	14.49	15.03
7	13.12	13.69	14.27	14.85	15.42	16.00
8	13.94	14.56	15.18	15.78	16.40	17.01

SCHEDULE "D"

Courthouse Union  
Effective September 1, 2002

Grade	A	B	C	D	E	F
1	9.48	9.88	10.30	10.72	11.14	11.55
2	10.00	10.43	10.88	11.32	11.76	12.20
3	10.57	11.03	11.50	11.96	12.42	12.89
4	11.19	11.67	12.16	12.65	13.14	13.64
5	11.84	12.36	12.89	13.41	13.93	14.45
6	12.57	13.13	13.68	14.23	14.78	15.33
7	13.38	13.96	14.56	15.15	15.73	16.32
8	14.22	14.85	15.48	16.10	16.73	17.35

Wage schedules include two percent increases on January 1 and September 1. Employees progress to the next step following 2080 hours of work and a satisfactory performance evaluation. Employees may be hired up to Step C with approval of the Personnel and Bargaining Committee if qualifications and experience warrant a higher rate. Employees who are currently paid above step F shall receive one-half of the general increase until their pay rate is at step F of the wage scale.

COURTHOUSE UNION POSITIONS/GRADES

- 8 County Clerk Payroll & Accounts Coordinator  
Information Systems Specialist
- 7 District Attorney Victim/Witness Coordinator
- 6 Child Support Specialist  
Circuit Court Register in Probate/Probate Registrar  
Clerk of Court Deputy/Bookkeeper  
Land Information Property Lister  
Rolling Hills Bookkeeper/Accounts Receivable  
Sanitation, Zoning & Forestry Humane Officer  
Senior Services Benefit Specialist
- 5 Corporation Counsel Secretary  
Deputy County Clerk/Bookkeeper  
Deputy Register of Deeds  
Deputy County Treasurer  
Deputy Veterans Service Officer  
District Attorney Legal Secretary  
District Attorney Victim/Witness Specialist  
Health Department Bookkeeper  
Health Department Health Check Technician  
Rolling Hills Payroll/Accounts Payable Bookkeeper  
Sanitation, Zoning & Forestry Administrative Assistant  
Senior Services Bookkeeper  
Senior Services Nutrition Program Coordinator  
Senior Services Transportation Coordinator
- 4 Child Support Administrative Assistant  
Child Support Clerk  
Circuit Court Branch I Judicial Assistant  
Circuit Court Branch II Judicial Assistant  
Circuit Court Juvenile Court Clerk  
Clerk of Court Civil Clerk  
Clerk of Court Family Clerk  
Clerk of Court Small Claims Clerk  
Clerk of Court Traffic Clerk  
District Attorney Clerical Assistant  
District Attorney Worthless Check Clerk/Clerk Typist  
Emergency Management Administrative Assistant  
Extension Administrative Assistant  
Health Department Billing Clerk  
Highway Accounts Clerk  
Highway Payroll Clerk/Bookkeeper  
Maintenance Preventive Maintenance Technician  
Medical Examiner Clerical Assistant  
Police Administrative Secretary  
Rolling Hills Resident Services Coordinator  
Sanitation, Zoning & Forestry Park Ranger  
Solid Waste Clerical Assistant  
Treasurer Clerk
- 3 Health Department Home Health Aide  
Justice System Community Service Work Crew Supervisor  
Sanitation, Zoning & Forestry Asst. Humane Officer

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Health Department Medical Transcriptionist/Clerk  
Clerk of Court Jury Clerk/Traffic Assistant  
Clerk of Court Office Assistant  
County Clerk Purchasing/License Clerk  
Maintenance Custodian  
Register of Deeds Recording Clerk  
Rolling Hills Medical Transcriptionist/Clerk  
Senior Services Mini-Bus Driver

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Clerk of Court Receptionist/Office Assistant  
District Attorney Receptionist/Clerk Typist  
Extension Program/Clerical/Computer Assistant  
Extension Program/Clerical Assistant  
Health Department WIC Clerical Assistant  
History Artifact/Exhibit/Research Assistant  
Land Conservation Clerk  
Police Receptionist  
Rolling Hills Receptionist/Clerk  
Sanitation, Zoning & Forestry Receptionist/Clerk Typist  
Senior Services Driver  
Senior Services Office Clerk  
Senior Services Site Manager