

SUPPLEMENTAL LABOR AGREEMENT

between

POLK COUNTY WISCONSIN

and

POLK COUNTY

LOCAL 774A

HIGHWAY/LIME QUARRY CHAPTER

AFSCME, AFL-CIO

2009-2011

**774A SUPPLEMENTAL AGREEMENT
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ARTICLE 1A - UNION MANAGEMENT RELATIONS

Section 1A.01 Bargaining Procedures

A maximum of three (3) employees shall be compensated by the Employer at straight time for attending bargaining and negotiation sessions, which occur during working hours. Any employee who is not scheduled to work during a negotiation session shall be paid for one-half of the time spent in negotiation, with such time not counting as hours paid for purposes of benefit accrual.

Section 1A.02 Effective Authorization of Agreement

Agreement reached between the parties shall become effective only when signed by the authorized representatives of the Union and authorized representatives of the Employer and approved by the Polk County Board of Supervisors.

ARTICLE 4A - GRIEVANCE AND ARBITRATION PROCEDURE

Section 4A.06 Steps in Procedure

- Step 1.** Any aggrieved employee shall first consult with the Union Representative. Except in unusual circumstances, the aggrieved employee shall continue to perform their assigned tasks and shall grieve the matter outside working hours.
- Step 2.** The employee and the Union Representative shall explain his/her grievance to his/her supervisor in writing no later than five (5) working days after he/she knew of or should have known of the cause of such grievance. The supervisor shall, within two (2) working days, inform the employee and the Union Representative in writing of his/her decision.
- Step 3.** If the grievance is not settled at the second step, the employee and/or his/her representative shall prepare a written grievance and present it to the Department Head within five (5) working days. The Department Head shall meet with the employee and the Union Representative to discuss the grievance. The Department Head shall submit a written decision to the employee and the Union Representative within five (5) working days following said meeting.
- Step 4.** If the grievance is not settled at Step 3, the employee and his or her Union Representative shall present the written grievance to the Human Resources Director within seven (7) working days. The Human Resources Director shall meet with the employee and the Union Representative and/or involved parties to discuss the grievance. The Human Resources Director shall submit a written decision to the employee and the Union Representative within five (5) working days following said meeting.
- Step 5** If the grievance is not settled at the fourth step, the employee or his/her Union representative may appeal the written grievance to the Personnel Committee

within five (5) working days after receipt of the written decision of the Human Resources Director. The Personnel Committee shall discuss the grievance with the Human Resources Director and the Department Head. The Personnel Committee shall discuss the grievance with the employee and the Union Representative. Following said conference, the Personnel Committee shall respond within ten (10) working days in writing.

ARTICLE 5A - SENIORITY

Section 5A.01 Definition

For purposes of posting and layoff, seniority of employees in the Highway Department and the Lime Quarry shall not be reduced because of seasonal lay-off.

Section 5A.02 Continuous Seniority/Seniority for Benefits

Seniority shall continue when an employee transfers continuous employment within the chapters set forth in this Agreement for the purposes of fringe benefits. An employee's seniority date for purposes of determining fringe benefit accrual rates shall be the most recent date the employee became eligible to earn fringe benefits. Emergency, Seasonal, Casual, Limited Term employees do not accrue seniority. Seniority does not transfer between chapters.

ARTICLE 6A - PROBATION

Section 6A.01 Initial Probationary Period

All new employees shall serve an initial probationary period of six (6) months duration. The employer shall have the right to extend probation by three (3) additional months, if the employee is provided with a plan of corrective action to address the employee's performance deficiencies. During this initial probationary period, employees may be discharged by the Employer without recourse to the grievance procedure or any other legal recourse. Probationary employees are eligible to belong to a Union during their initial probationary period of employment. Only medical leaves of absence of more than thirty (30) consecutive calendar days will result in a day for day extension of the probationary period, including the initial thirty (30) days.

ARTICLE 7A - JOB POSTING

Section 7A.01 Posting Groups

For purposes of posting and layoff within the Highway Chapter, employees who are employed at the Polk County Recycling Department on January 1, 1995 shall have a seniority date of January 1, 1995.

Section 7A.02 Posting Procedures

Employees posting into the position of Heavy Equipment Operator must have received a satisfactory score on a driving test and all required testing for such position in order to be eligible to post for the position. Such testing shall be administered by the Department of Administration and the Highway Commissioner or designee. Current County employees wishing to take the test will be given the opportunity to drive a mock course prior to the test. The Union shall provide such employees with an unpaid mentor to assist them after working hours if requested.

Section 7A.10 Equipment Bidding Procedures

Employees in the Polk County Highway department shall have the right to bid for the operation of specific equipment within the Heavy Equipment Operator classification. The following equipment will be bid as vacancies occur and will be awarded to the most senior qualified Heavy Equipment Operator:

Triaxel/tandem trucks, grader, end loader, state maintenance chiefs, roller, large (5 ton or greater) roller, rubber tired back hoe, track hoe, dozer, Quad axle truck, and Skid Loaders with attachments.

In addition, any vacancies for the above equipment shall be put up for bid for two weeks in January of each year.

The employer shall bid each piece of equipment within ninety (90) days of the occurrence of a vacancy.

Employees may only hold the bid for one piece of equipment at a time.

The employer shall have the right to fill temporary vacancies and temporarily assign work for any piece of equipment as needed.

A listing of employees and assigned position/equipment shall be provided to the Union upon reasonable request.

Heavy Equipment Operators living more than approximately ten (10) lane miles from the route of a State Maintenance Chief shall not be eligible to bid.

ARTICLE 8A - LAYOFF

Section 8A.03 Seasonal/Temporary Layoff

Lime Quarry employees on temporary seasonal lay off shall have no bumping rights.

ARTICLE 16A - HOLIDAYS

Section 16A.07 Lime Quarry Employees

Lime Quarry employees shall take one additional floating holiday with pay between July 1 and September 1 of a given year in lieu of the Good Friday holiday.

Section 16A.08 Eligibility for Holiday Pay

Highway Department employees' names must appear on the payroll during the two-week pay period in which the holiday falls.

ARTICLE 19A - WORKDAY - WORKWEEK - LUNCH PERIODS - REST PERIODS

Section 19A.01 Definition of Work Schedules

- A. The workday for full-time employees of the Highway Department and Lime Quarry shall be eight (8) hours per day from 7:00 a.m. to 12:00 noon and 12:30 p.m. to 3:30 p.m. The workweek shall be forty (40) hours Monday through Friday. The lunch period shall be from 12:00 noon to 12:30 p.m.
- B. It is understood that employees will work on Saturdays and Sundays during the winter season at such work as snow or ice removal or any emergency conditions, whenever asked, and paving and construction work in the summer months, so that work can be completed before late fall.
- C. From the last Monday in April until the third Thursday in September, full time employees shall work a 10-hour schedule from 6:00 a.m. - 4:00 p.m., Monday through Thursday with rest periods of 10 minutes duration and a paid lunch period of 15 minutes. While working the 10-hour per day schedule full time employees shall receive a minimum shift pay of four (4) hours and seasonal employees shall receive a minimum shift pay of two (2) hours. Vacation and sick leave taken while working the ten (10) hour per day schedule paid at ten (10) hours per day but shall be earned at the same rate as when employees work an eight (8) hour day. Fixed holidays and funeral leave shall be paid at ten (10) hours per day, and floating holidays shall be paid at eight (8) hours per day. In the event a fixed holiday falls on a Friday, employees shall be given either Thursday or Monday off at the discretion of the Highway Commissioner.

During this time period, employees who regularly work in the Highway Department office shall each year, as a group, have the option of choosing to work a four - ten (10) hour day per week schedule or a five - eight (8) hour day per week schedule. If the employees choose to work a four - ten (10) hour per day schedule, the employees shall work different schedules with respect to days on and days off so as to allow the employer to keep the Highway Dept. office open on a Monday through Friday basis.

Either party to this agreement may open the provisions of paragraph C for re-negotiation upon written notification to the other party prior to April 1 of any year of this contract.

Section 19A.02 Rest Periods

All employees' schedules shall provide for a rest period not to exceed fifteen (15) minutes during each one-half (½) shift. The rest period shall be scheduled as near to the middle of the one-half (½) shift as possible providing this rest period does not interrupt the need for services. If Highway department employees are worked through both rest periods in a day, they shall be paid for fifteen minutes at time and one half.

Section 19A.03 Emergency Call In

All employees shall be subject to call in by the department head or their supervisor outside of regular hours in periods of emergency to protect the County property, for health or for public safety, or in periods of emergency.

Section 19A.04 Second Shift - Highway Department

The second shift shall be 3:00 p.m. through 1130 p.m., Monday through Friday, the closest Monday to November 1 through the closest Friday to April 1. Heavy Equipment Operators shall be given the opportunity to volunteer for the 2nd shift. If no one volunteers, the second shift shall be comprised of a minimum of the two (2) least senior non-probationary Heavy Equipment Operators in the Highway Department for the season in its entirety. In the event of the absence of a second shift worker, the employer shall ask for a volunteer. If no one volunteers, the least senior Heavy Equipment Operator shall be assigned. No Heavy Equipment Operator hired after January 1, 2009, shall be exempt from serving on second shift due to previous exemption for probationary status or posting from another department or class.

Heavy Equipment Operators working a 2nd shift shall receive an unpaid thirty (30) minute lunch as near to the middle of their shift as possible. In addition, two rest periods shall be provided as defined in Article 19A.02.

Either party may request to re-open this section for discussion purposes prior to October 1 of each year.

ARTICLE 20A - OVERTIME

Section 20A.01 Definition of Overtime

Overtime pay at the rate of one and one-half (1 - ½) times the regular rate of pay will be paid in excess of the work day and/or work week for regular full time employees. Employees shall not refuse to work each day of the week without cause or valid claim for sick leave or vacation. By way of example, the parties agree the employees may not work ten (10) hours Monday through Thursday and then refuse to work Friday because forty (40) hours have been worked and/or because pay equal to forty (40) hours through overtime compensation has been attained during the workweek.

Part time employees shall receive overtime pay at the rate of one and one-half (1 - ½) times the regular rate of pay for hours worked in excess of the workweek of the department.

Section 20A.02 Assignment of Overtime

Employees shall be offered overtime on the following basis: First to the employees who have bid for the operation of the type of equipment required, by seniority; then to the most senior qualified employee. An exception to this rule shall be when a job is in progress on a given day and overtime is unexpectedly needed. In this case, the employee who has been performing the work shall be offered the overtime that day. The employee shall be paid the overtime rate for the position in which the overtime is being performed.

Section 20A.07 Compensatory Time

Employees may, at their option, accrue up to one-hundred (100) hours of compensatory time off (66 2/3 hours worked) per year total in lieu of paid overtime. All overtime worked in excess of this amount shall be paid monetarily. Any unused compensatory time remaining in the employee's compensatory time bank on Payroll 25 of each year shall be paid monetarily on a separate check in December as is deemed practical and reasonable by the parties. Scheduling of compensatory time off shall be by mutual agreement of the employee and their Department Head or designee.

ARTICLE 21A - MINIMUM CALL-IN PAY

Section 21A.01 Definition of Minimum Hours

Employees of the Highway Department who are regularly scheduled to work and who do report in person, and have not been telephoned, shall:

- A. If scheduled work is not available, be provided with work two (2) hours or the actual number of hours worked, whichever is greater. Pay for those hours worked shall be at the employee's current rate of pay.
- B. If the employee's scheduled work is available and the employee begins the shift, he/she shall be provided with at least four (4) hours or the actual number of hours worked, whichever is greater.

ARTICLE 22A - INSURANCE

Section 22A.08 Seasonal Layoff

The employer shall continue to pay the health insurance benefits provided for in this contract for Lime Quarry employees on temporary seasonal lay off for up to four (4) months.

ARTICLE 25A - MISCELLANEOUS PROVISIONS

Section 25A.06 Work out of Classification

All Highway Department employees will be classified by the job classification and shall not receive less compensation when working in a lower classification. Employees working in a higher classification shall be compensated at the rate established for that higher classification.

Section 25A.08 Other

- A. During the winter season, qualified employees who are working in the shop will receive Range II Mechanic rate. During the summer season, when working in the shop on a temporary basis, employees will receive their regular classified rate.
- B. The Employer will prepare a list of employees and primary job classifications. .
- C. The County shall:
 - 1) have one (1) Mower with one (1) employee as long as tractor is on road width; two (2) employees and one (1) or two (2) mowers in same area if tractor is off road width.
- D. The County agrees to pay a reimbursement of safety related items up to \$235 per year. The Safety Committee will determine a list of acceptable items for reimbursement. The employer shall reimburse employees on or about June 15th and December 15th of each year.
- E. The parties agree that whenever County equipment is rented by entities other than other counties, and/or municipalities, the equipment shall be operated by a qualified County employee.
- F. The Union and Employer agree to comply with all requirements of the Federal DOT and Federal Highway Administration as set forth in 49 CFR Parts 40 and 382. The employer agrees to pay the cost of testing required by the act, and to pay employees for lost time and mileage associated with testing. If an employee loses their Commercial Drivers License they shall be responsible for paying all costs associated with testing to re-qualify and shall not be paid for any lost time.
- G. There shall be no less than six (6) State Maintenance Chief routes at any given time during each year.
- H. Employees assigned to State Maintenance Chief positions may be temporarily assigned other work up to 250 hours per summer (as defined in Article 19A.01C). More hours may be worked upon mutual consent of both the employee and the employer.

- I. Any and all changes to state routes shall be discussed with the State Maintenance Chiefs. No route shall be altered to move a State Maintenance Chief outside of the 10 mile limit to keep his/her route.
- J. Employees holding State Maintenance Chief positions prior to 1-1-99 will be allowed to take their vehicle home at the end of their work schedule. These employees shall have an irrevocable option to locate their maintenance vehicle at a county provided, heated storage area.
- K. At such time that the employer secures heated storage at a location generally centralized along a State Maintenance route, employees bidding for state maintenance positions after 1-1-99 shall locate their State Maintenance vehicles at such locations.
- L. The employer may assign lead worker duties to employee(s) on a daily basis. Employee(s) performing lead worker duties shall be paid an additional \$.25 per hour for the day they are assigned these duties.
- M. Highway employees upgrading their current CDL license endorsements shall be permitted to use County vehicles for this purpose following CDL probationary license requirements.

ARTICLE 31A - ENTIRE MEMORANDUM OF AGREEMENT

Section 31A.01

This agreement constitutes the entire Agreement between the parties and no verbal statements shall supersede any of its provisions. Any amendment supplemental thereto shall not be binding upon either party unless executed in writing by the parties hereto. The parties further acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and that opportunity are set forth in this Agreement.

Section 31A.02

If any article or section to this Agreement or any addenda hereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such articles or sections.

**POLK COUNTY HIGHWAY DEPARTMENT AND LIME QUARRY EMPLOYEES
APPENDIX A - WAGES**

	1/1/2009	6/28/2009	1/1/2010	6/27/2010	1/1/2011	6/26/2011
Range I						
	WORKING FOREMAN	\$20.79	\$21.20	\$21.84	\$22.28	\$22.50
	TECHNICAL SUPPORT SPECIALIST					

	1/1/2009	6/28/2009	1/1/2010	6/27/2010	1/1/2011	6/26/2011
Range II						
	MECHANIC	\$20.57	\$20.99	\$21.62	\$22.05	\$22.27
	PARTSPERSON/ MECHANIC					

	1/1/2009	6/28/2009	1/1/2010	6/27/2010	1/1/2011	6/26/2011
Range III						
	HEAVY EQUIPMENT OPERATOR	\$20.24	\$20.65	\$21.27	\$21.69	\$21.91

Tri-axel/Tandem trucks, grader, end loader, State Maintenance Chiefs, roller, large (5 ton or greater) roller, rubber tired back hoe, track hoe, dozer, Quad axle truck, Skid Loader with attachments.

Second Shift Heavy Equipment Operator receives additional \$1.00 per hour.

Senior 2nd Shift Heavy Equipment Operator Lead Person additional \$1.25 per hour

	1/1/2009	6/28/2009	1/1/2010	6/27/2010	1/1/2011	6/26/2011
Seasonal						
	COMMON LABORER	\$12.90	\$13.16	\$13.55	\$13.82	\$13.96
	HEAVY EQUIPMENT OPERATOR	\$15.89	\$16.21	\$16.69	\$17.03	\$17.20

