

**SUPPLEMENTAL LABOR AGREEMENT**

**between**

**POLK COUNTY WISCONSIN**

**and**

**POLK COUNTY**

**LOCAL 774B**

**COURTHOUSE CHAPTER**

**AFSCME, AFL-CIO**

**2009-2011**

**LOCAL 774B SUPPLEMENTAL AGREEMENT  
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## **ARTICLE 1B - UNION MANAGEMENT RELATIONS**

### **Section 1B.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.

## **ARTICLE 4B - GRIEVANCE AND ARBITRATION PROCEDURE**

### **Section 4B.06 Steps in Procedure**

The following steps shall apply to all grievances:

- 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 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.

The Employer and Union may mutually agree to extend time lines at any point in the grievance process. Employer requests shall be made by the Human Resources Director and union requests shall be made by the Chapter President or their Representative in the case of his/her absence.

## **ARTICLE 5B - SENIORITY**

### **Section 5B.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.

### **Section 5B.07 HHA/PCW Assignment of Duties**

Seniority will not be the deciding factor for Home Health Aides/Personal Care Workers within the Polk County Health Department with regard to patient care. An employee cannot refuse to care for or perform a certain job when the supervisor designates that employee to perform the same. If in the judgment of the supervisor, an employee is not qualified or is not capable of performing the task, he/she may be replaced by another qualified employee within that department. Patient assignments for Home Health Aides/Personal Care Workers will be made based on the level of care and the qualifications of personnel required, the efficiency and cost effectiveness of personnel and travel, the availability of personnel and seniority, in that order. Qualifications shall be subject to the provisions of Article 4.

## **ARTICLE 6B - PROBATION**

### **Section 6B.01 Initial Probationary Period**

All new employees shall serve an initial probationary period of six (6) months duration, except Home Health Aides/Personal Care Workers who shall serve an initial probationary period of 1,020 hours 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 7B - JOB POSTING**

### **Section 7B.10 Rate of Pay for Posting to Higher Classification**

Employees posting into a higher classification shall serve the probationary period and then shall be paid at the salary step commensurate with the length of their employment with Polk County. No employee shall, during probation, be paid less than the starting rate of pay in the higher classification. During probation, the employee shall be paid at that rate nearest to but not less than their former rate of pay.

### **Section 7B.11 Positions Subject to Statutory Appointment:**

No more than one position for each elected official (Clerk of Courts, Register of Deeds, County Treasurer, and County Clerk) may be covered by this section.

Positions for which elected officials have the statutory right of appointment must be posted by employer, as provided for elsewhere in this contract.

Employees accepting an appointed position shall serve a thirty (30) calendar day trial period during which time the employee may return or be returned to their former position.

Employees accepting an appointed position shall retain bargaining unit seniority earned prior to the second day of work in the appointed position, but shall not accrue further seniority for these purposes while in the appointed position for purposes of posting and layoff.

Individuals appointed to these positions from outside the bargaining unit shall earn one day of seniority while in the position for purposes of posting and layoff.

Employees holding an appointed position shall not be subject to bumping by other bargaining unit employees whose positions have been eliminated, or who are otherwise laid-off. Employees in an appointed position may be removed from the position by order of the elected official with statutory authority to appoint pursuant to appropriate statutory procedures without recourse to the Grievance Procedure of this Agreement. Employees in an appointed position who are removed from the position by the elected official with statutory authority to appoint shall have the right to bump into a bargaining unit position based on previously earned seniority. Employees in an appointed position shall have the right to post for bargaining unit positions based on the previously earned seniority. Employees in an appointed position who are removed from the position by the elected official shall retain recall rights as provided for in this contract. All other provisions of this Agreement shall be applicable to appointed positions and the employees who hold such positions, and benefit accrual rates shall be based on total seniority earned for those purposes.

An elected official with the statutory right to appoint an employee to a position may elect to follow the job posting procedure in making an appointment. Elected officials are not bound to appoint individuals to one of these positions based on this posting procedure.

This provision shall not apply to any employee holding one of these positions as of January 1, 1999.

## **ARTICLE 12B - LEAVES OF ABSENCE**

### **Section 12B.06 Educational Leave**

For the Polk County Health Department educational leave without pay up to thirty (30) days may, at the discretion of the Director, be granted for educational leaves of absence, off-the-job and on-the-job development activities and devices that are conducted as part of or associated with the Health Department which increases the knowledge, skill and general competency of the employees. Longer leaves must have additional approval of the Board of Health. Tuition fees, costs of books and materials, travel, meals and lodging expenses shall be reimbursed to the employee in accordance with the applicable Polk County resolutions or ordinances to the current budgeted limit per employee.

## **ARTICLE 16B HOLIDAYS**

### **Section 16B.01 Definition of Holidays**

Recycling Center employees shall substitute the Day after Thanksgiving for Veterans Day as a named Holiday.

## **ARTICLE 18B EMPLOYEE DEFINITION**

### **Section 18B.02 Regular Part-Time Employees**

For the Polk County Health Department, a Regular Part-time Employee (Class II) is an employee, who is scheduled to work 1020 hours annually, or more, in a permanent position, and who is not a regular full-time employee. This employee is entitled to receive fringe benefits granted by this Agreement on a prorated basis.

## **ARTICLE 19B - WORKDAY - WORKWEEK - LUNCH PERIODS - REST PERIODS**

### **Section 19B.01 Workday/Work Week Definition**

The workday for full-time Courthouse chapter employees shall consist of seven and one-half (7 ½) hours, except for employees of the Buildings, Parks, and Solid Waste Department, Land Information, Land and Water Resources Department, and Department of Administration Payroll and Accounts Payable Staff which shall be eight (8) hours unless they are scheduled as part of a flex scheduling arrangement as provided for in this article.

The workweek for full-time Courthouse chapter employees shall consist of thirty seven and one-half (37 ½) hours, except for employees of the Buildings, Parks, and Solid Waste Department, Land Information, Land and Water Resources Department, and Department of Administration Payroll and Accounts Payable Staff which shall be forty (40) hours.

The work day and work week for part time employees shall be as scheduled by the employer, and may not exceed the work day/work week for full time employees unless they are scheduled as part of a flex scheduling arrangement as provided for in this article.

Section 19B.02      Lunch Breaks

Each employee shall receive an unpaid lunch break of one-half (½) hour contiguous duration. The lunch periods may be staggered at the discretion of the Department Head or designee to allow the offices to remain open during the noon hour.

Section 19B.03      Rest Breaks

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 provision of services.

Section 19B.04      Assignment of Work Schedule

The employer shall assign each employee to work a regular work schedule based on the efficiency and effectiveness of the office, which may include any contiguous hours between 6 am and 9 pm. On a regular basis, employees will not be assigned a schedule of more than five (5) days per workweek, and shall receive a minimum of two (2) contiguous days off.

For each department in this chapter, the Department Head shall determine the core services required for the department and a minimum of one employee will be available during business hours for each core service.

Home Health Aides/Personal Care Workers employed by the Polk County Health Department, who are physically able, will work on any day or hours requested by the employer.

Section 19B.05      Flexible Scheduling

Employees may work a flex schedule as follows:

Flex schedules may provide for flexing the days of week, hours of day, and length of day that an employee works.

All flex schedules must be mutually agreed to by the Department Head or designee and the employee and in advance of implementation.

Full time and part time employee schedules shall be based on no more than seventy five (75) hours per pay period, and no more than forty (40) hours per week.

Overtime shall be calculated on forty (40) hour per week basis.

Fulltime employees must work at least four days per week.

Employees may work no more than 10 hours per day.

Employees may work any of seven days.

Employees may not use Holiday pay to exceed their normal work week hours.

Holidays for full time employees shall be paid on a 7-1/2 or 8 hours per day basis in accordance with the defined workday for the position.

Hours worked need not be contiguous.

In the establishment and usage of flex schedules, employees will avoid overtime where possible. Approval restrictions with regard to overtime as provided for elsewhere in this contract still apply.

Employees shall be paid actual pay for actual hours worked. Except as provided for in the overtime article of this contract, compensatory time may not be accumulated.

#### Section 19B.06 Emergency Call In

All employees shall be subject to call in by the Department Head outside of regular hours in periods of emergency to protect the County property, for health or for public safety, or in periods of emergency to provide health care regarding the Polk County Health Department, or other unusual circumstances.

### **ARTICLE 20B - OVERTIME**

#### Section 20B.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 workday and/or workweek for regular full time employees of the various County departments. Employees shall not refuse to work any 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 thirty seven and one-half (37 ½) or forty (40) hours per week based on the work schedule of their respective departments.

#### Section 20B.07 Compensatory Time

Employees may, at their option, accrue up to 45 hours (30 hours worked) at one time or 90 hours per year total of compensatory time off 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. Scheduling of compensatory time off shall be by mutual agreement of the employee and their Department Head or designee.

## **ARTICLE 23B - MILEAGE**

### **Section 23B.02 Reimbursement Procedures**

For the employees of Polk County Health Department mileage shall be accrued, deducting the first seven (7) miles, from the employee's beginning hour of service at home or office to the end of employee's hour of service at home or office. Hour of service will not begin or end at the employee's home unless this is the most feasible and operational in carrying out nursing service responsibilities. The employee will provide their own transportation and will assume responsibility for insurance coverage.

Travel expenses by public conveyance in the performance of their duties shall be reimbursed on the presentation of receipt of the same.

## **ARTICLE 25B - MISCELLANEOUS PROVISIONS**

### **Section 25B.01 Physical Examinations**

For the Polk County Health Department when necessary and required by agency policy for additional lab testing or chest x-rays to be done, the costs incurred by the agency employees for the required tests shall be reimbursed by the County to a maximum of \$35.00 per year per employee. Prior to County reimbursement, the bill for said testing shall be submitted to the employee's health insurance carrier first and the County shall only be responsible for reimbursement for that portion of the testing costs not covered by insurance.

### **Section 25B.06 Safety - Recycling Center Employees**

Recycling Center employees are entitled to the following: safety equipment (glasses, gloves, ear plugs, above the ankle steel toed boots), a clothing allowance of \$100.00, and tetanus vaccinations. Each employee's clothing allowance shall be paid upon the first day of employment and on Payroll 2 of each year thereafter.

### **Section 25B.07 Work out of class - Recycling Employees**

Employees at the recycling center shall be paid at the appropriate pay scale when working in different classifications.

## **ARTICLE 31B - ENTIRE MEMORANDUM OF AGREEMENT**

### **Section 31B.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.

## Appendix B – Wage Scale

<b>Land Information/Zoning</b>		<b>1/1/2009</b>	<b>6/28/2009</b>	<b>1/1/2010</b>	<b>6/27/2010</b>	<b>1/1/2011</b>	<b>6/26/2011</b>
Mapping Specialist	Start	17.97	18.33	18.60	18.88	19.26	19.45
	6 Months	19.23	19.62	19.91	20.21	20.62	20.82
Mapping GIS Specialist II*	Start	20.67	21.08	21.40	21.72	22.15	22.38
	6 Months	22.11	22.55	22.89	23.23	23.69	23.93
GIS Coordinator	Start	23.79	24.26	24.63	25.00	25.50	25.75
	6 Months	25.43	25.94	26.32	26.72	27.25	27.53
Assistant Zoning Administrator I	Start	18.89	19.27	19.56	19.85	20.25	20.45
Assistant Zoning Administrator II	Start	19.40	19.78	20.08	20.38	20.79	21.00

\*Position dissolved as of 1/1/09 - pay grade continues per letter of agreement specific to individual

<b>Land and Water Resources</b>		<b>1/1/2009</b>	<b>6/28/2009</b>	<b>1/1/2010</b>	<b>6/27/2010</b>	<b>1/1/2011</b>	<b>6/26/2011</b>
Engineering Technician I	Start	19.06	19.44	19.74	20.03	20.43	20.64
	6 Months	20.34	20.74	21.06	21.37	21.80	22.02
Engineering Technician II	Start	20.67	21.08	21.40	21.72	22.15	22.38
	6 Months	22.11	22.55	22.89	23.23	23.69	23.93
Engineering Technician III	Start	23.79	24.26	24.63	25.00	25.50	25.75
	6 Months	25.43	25.94	26.32	26.72	27.25	27.53
Engineering PE IV	Start	19.06	19.44	19.74	20.03	20.43	20.64
	6 Months	20.34	20.74	21.06	21.37	21.80	22.02

## Appendix B – Wage Scale

Engineering PE V	Start 6 Months	20.67	21.08	21.40	21.72	22.15	22.38
		22.11	22.55	22.89	23.23	23.69	23.93
Engineering PE VI	Start 6 Months	23.79	24.26	24.63	25.00	25.50	25.75
		25.43	25.94	26.32	26.72	27.25	27.53
Information and Education Specialist	Start 6 Months	19.00	19.38	19.67	19.96	20.36	20.57
		20.28	20.69	21.00	21.31	21.74	21.96
Water Quality Resource Specialist	Start 6 Months	19.00	19.38	19.67	19.96	20.36	20.57
		20.28	20.69	21.00	21.31	21.74	21.96
<b>Land and Water Resources (cont)</b> Water Quality Resources Specialist Aide	Start 6 Months 18 Months	<b>1/1/2009</b>	<b>6/28/2009</b>	<b>1/1/2010</b>	<b>6/27/2010</b>	<b>1/1/2011</b>	<b>6/26/2011</b>
		15.70	16.01	16.25	16.50	16.83	16.99
		16.22	16.55	16.80	17.05	17.39	17.56
		16.66	17.00	17.25	17.51	17.86	18.04
Conservation Planner I	Start 6 Months	19.60	19.99	20.29	20.59	21.01	21.22
		20.96	21.38	21.70	22.02	22.46	22.69
Conservation Planner II	Start 6 Months	20.97	21.39	21.71	22.04	22.48	22.70
		22.34	22.79	23.13	23.48	23.95	24.19
<b>District Attorney</b> Paralegal	Start 6 Months 18 Months	<b>1/1/2009</b>	<b>6/28/2009</b>	<b>1/1/2010</b>	<b>6/27/2010</b>	<b>1/1/2011</b>	<b>6/26/2011</b>
		20.76	21.17	21.49	21.81	22.25	22.47
		21.61	22.04	22.38	22.71	23.17	23.40
		22.67	23.13	23.47	23.83	24.30	24.55

## Appendix B – Wage Scale

<b>Parks/Buildings/Solid Waste</b>		1/1/2009	6/28/2009	1/1/2010	6/27/2010	1/1/2011	6/26/2011
Maintenance Technician I (without HVAC)	Start	19.57	19.97	20.26	20.57	20.98	21.19
	6 Months	20.22	20.62	20.93	21.25	21.67	21.89
	18 Months	20.73	21.14	21.46	21.78	22.22	22.44
Maintenance Technician I (with HVAC)	Start	20.97	21.39	21.71	22.03	22.47	22.70
	6 Months	21.46	21.89	22.22	22.55	23.00	23.23
	18 Months	21.97	22.41	22.74	23.08	23.55	23.78
Maintenance Technician II (with HVAC)	Start	22.19	22.63	22.97	23.32	23.78	24.02
	6 Months	22.70	23.16	23.51	23.86	24.34	24.58
	18 Months	23.23	23.69	24.05	24.41	24.90	25.15
Lead Janitor \$0.40/hour differential for second shift	Start	15.19	15.50	15.73	15.97	16.29	16.45
	6 Months	15.52	15.83	16.06	16.30	16.63	16.80
	18 Months	15.86	16.18	16.42	16.66	17.00	17.17
Janitor \$0.40/hour differential for second shift	Start	13.32	13.59	13.79	14.00	14.28	14.42
	6 Months	13.67	13.95	14.16	14.37	14.65	14.80
	18 Months	14.00	14.28	14.50	14.72	15.01	15.16
<b>Parks/Buildings/Solid Waste (cont)</b> Janitor (Wage during seasonal outside equipment operating duties) \$0.40/hour differential for second shift	Start	14.33	14.62	14.83	15.06	15.36	15.51
	6 Months	14.68	14.98	15.20	15.43	15.74	15.89
	18 Months	15.01	15.31	15.54	15.78	16.09	16.25

## Appendix B – Wage Scale

Laborer-Recycling 10 cents per hour differential for second shift	Start	15.26	15.57	15.80	16.04	16.36	16.52
	6 Months	15.75	16.07	16.31	16.55	16.89	17.05
	18 Months	16.01	16.33	16.58	16.83	17.16	17.33
Truck Driver - Recycling 10 cents per hour differential for second shift	Start	18.50	18.87	19.15	19.44	19.83	20.02
	6 Months	18.97	19.35	19.64	19.93	20.33	20.53
	18 Months	19.47	19.86	20.16	20.46	20.87	21.08
Mechanic - Recycling 10 cents per hour differential for second shift	Start	18.83	19.21	19.49	19.79	20.18	20.38
	6 Months	19.29	19.68	19.97	20.27	20.68	20.88
	18 Months	19.83	20.22	20.53	20.83	21.25	21.46
Foreman - Recycling 10 cents per hour differential for second shift	Start	18.87	19.25	19.54	19.83	20.23	20.43
	6 Months	19.50	19.89	20.19	20.50	20.91	21.11
	18 Months	20.01	20.41	20.71	21.03	21.45	21.66
<b>Information Technology</b>							
Entry Level Technician	Start	21.16	21.59	21.91	22.24	22.68	22.91
	6 Months	22.00	22.44	22.77	23.12	23.58	23.81
	18 Months	22.87	23.32	23.67	24.03	24.51	24.75
Information Specialist I	Start	23.85	24.33	24.69	25.06	25.57	25.82
	6 Months	24.82	25.31	25.69	26.08	26.60	26.87
	18 Months	25.80	26.32	26.71	27.11	27.66	27.93
Information Specialist II Advanced Certification	Start	26.99	27.53	27.94	28.36	28.93	29.22
	6 Months	28.08	28.65	29.08	29.51	30.10	30.40
	18 Months	29.20	29.78	30.23	30.68	31.30	31.61
		30.35	30.95	31.42	31.89	32.53	32.85

## Appendix B – Wage Scale

Programmer Analyst	Start	27.37	27.91	28.33	28.76	29.33	29.63
	6 Months	28.37	28.94	29.38	29.82	30.41	30.72
	18 Months	29.61	30.20	30.65	31.11	31.73	32.05
Advanced Certification		30.78	31.40	31.87	32.35	33.00	33.33

A. New employees in any of these positions will begin at the minimum and range will include only three (3) steps.

Appendix B – Wage Scale

<b>WIC DIRECTOR I (Bachelor's Degree level)</b>						
<b>BIRTH TO THREE COORDINATOR I (Bachelor's Degree level)</b>						
	1/1/2009	6/28/2009	1/1/2010	6/27/2010	1/1/2011	6/26/2011
Start	26.98	27.52	27.93	28.35	28.92	29.21
6 Months	27.62	28.18	28.60	29.03	29.61	29.90
12 Months	28.27	28.83	29.26	29.70	30.30	30.60
24 Months	29.62	30.21	30.66	31.12	31.74	32.06
36 Months	31.01	31.63	32.10	32.59	33.24	33.57

<b>WIC DIRECTOR II (Master's Degree level)</b>						
<b>BIRTH TO THREE COORDINATOR II (Master's Degree level)</b>						
	1/1/2009	6/28/2009	1/1/2010	6/27/2010	1/1/2011	6/26/2011
Start	28.31	28.88	29.31	29.75	30.34	30.65
6 Months	28.95	29.53	29.97	30.42	31.03	31.34
12 Months	29.62	30.21	30.66	31.12	31.74	32.06
24 Months	31.01	31.63	32.10	32.59	33.24	33.57

<b>PUBLIC HEALTH EDUCATOR I (Bachelor's Degree level)</b>						
<b>BIRTH TO 3 FAMILY SVCS COORD - SPEECH LANGUAGE PATHOLOGIST I (Bachelor's Degree level)</b>						
<b>BIRTH TO 3 FAMILY SVCS COORD - OCCUPATIONAL THERAPIST I (Bachelor's Degree level)</b>						
<b>PUBLIC HEALTH NUTRITIONIST I (Bachelor's Degree level)</b>						
	1/1/2009	6/28/2009	1/1/2010	6/27/2010	1/1/2011	6/26/2011
Start	20.76	21.17	21.49	21.81	22.25	22.47
6 Months	21.29	21.72	22.04	22.37	22.82	23.05
12 Months	22.38	22.83	23.17	23.52	23.99	24.23
24 Months	23.26	23.73	24.08	24.44	24.93	25.18
36 Months	23.62	24.09	24.45	24.82	25.31	25.57
48 Months	23.97	24.45	24.82	25.19	25.69	25.95
60 Months	24.29	24.78	25.15	25.53	26.04	26.30
72 Months	24.64	25.14	25.51	25.90	26.42	26.68

Appendix B – Wage Scale

	PUBLIC HEALTH EDUCATOR II (Master's Degree level)						
	BIRTH TO 3 FAMILY SVCS COORD - SPEECH LANGUAGE PATHOLOGIST - II (Master's Degree level)						
	BIRTH TO 3 FAMILY SVCS COORD - OCCUPATIONAL THERAPIST - II (Master's Degree level)						
	PUBLIC HEALTH NUTRITIONIST - II (Master's Degree level)						
	1/1/2009	6/28/2009	1/1/2010	6/27/2010	1/1/2011	6/26/2011	
Start	22.14	22.58	22.92	23.26	23.73	23.97	
6 Months	22.71	23.16	23.51	23.86	24.34	24.58	
12 Months	23.25	23.72	24.07	24.43	24.92	25.17	
24 Months	24.43	24.92	25.29	25.67	26.19	26.45	
36 Months	25.64	26.15	26.55	26.94	27.48	27.76	
48 Months	26.94	27.48	27.89	28.31	28.87	29.16	
60 Months	28.28	28.84	29.28	29.71	30.31	30.61	
72 Months	29.69	30.29	30.74	31.20	31.82	32.14	

	HOME HEALTH AIDE/PERSONAL CARE WORKER						
	1/1/2009	6/28/2009	1/1/2010	6/27/2010	1/1/2011	6/26/2011	
Start - 1020 hours	11.29	11.52	11.69	11.87	12.11	12.23	
1021 - 1820 hours	11.80	12.03	12.21	12.40	12.64	12.77	
1821 - 3640 hours	12.31	12.56	12.75	12.94	13.20	13.33	
3641 - 5460 hours	12.80	13.06	13.26	13.46	13.72	13.86	
5461 - 7280 hours	13.31	13.57	13.78	13.98	14.26	14.41	
7281 + hours	13.80	14.08	14.29	14.50	14.79	14.94	

	PUBLIC HEALTH CONSORTIUM DIRECTOR						
	1/1/2009	6/28/2009	1/1/2010	6/27/2010	1/1/2011	6/26/2011	
Bachelor's Degree	29.12	29.71	30.15	30.60	31.22	31.53	
Start	29.77	30.36	30.82	31.28	31.91	32.22	
6 Months	30.41	31.02	31.48	31.96	32.59	32.92	
12 Months	31.76	32.39	32.88	33.37	34.04	34.38	
24 Months	33.15	33.82	34.32	34.84	35.53	35.89	
36 Months							

Appendix B – Wage Scale

<b>Master's Degree</b>	<b>1/1/2009</b>	<b>6/28/2009</b>	<b>1/1/2010</b>	<b>6/27/2010</b>	<b>1/1/2011</b>	<b>6/26/2011</b>
Start	30.45	31.06	31.53	32.00	32.64	32.97
6 Months	31.10	31.72	32.19	32.68	33.33	33.66
12 Months	31.76	32.39	32.88	33.37	34.04	34.38
24 Months	33.15	33.82	34.32	34.84	35.53	35.89

**PUBLIC HEALTH PREPAREDNESS CONSORTIUM COUNTY LIAISON SPECIALIST**

<b>Bachelor's Degree</b>	<b>1/1/2009</b>	<b>6/28/2009</b>	<b>1/1/2010</b>	<b>6/27/2010</b>	<b>1/1/2011</b>	<b>6/26/2011</b>
Start	26.98	27.52	27.93	28.35	28.92	29.21
6 Months	27.62	28.18	28.60	29.03	29.61	29.90
12 Months	28.27	28.83	29.26	29.70	30.30	30.60
24 Months	29.62	30.21	30.66	31.12	31.74	32.06
36 Months	31.01	31.63	32.10	32.59	33.24	33.57

<b>Master's Degree</b>	<b>1/1/2009</b>	<b>6/28/2009</b>	<b>1/1/2010</b>	<b>6/27/2010</b>	<b>1/1/2011</b>	<b>6/26/2011</b>
Start	28.31	28.88	29.31	29.75	30.34	30.65
6 Months	28.95	29.53	29.97	30.42	31.03	31.34
12 Months	29.62	30.21	30.66	31.12	31.74	32.06
24 Months	31.01	31.63	32.10	32.59	33.24	33.57

**PUBLIC HEALTH PREPAREDNESS CONSORTIUM SURVEILLANCE AND EPIDEMIOLOGIST SPECIALIST**

<b>Bachelor's Degree</b>	<b>1/1/2009</b>	<b>6/28/2009</b>	<b>1/1/2010</b>	<b>6/27/2010</b>	<b>1/1/2011</b>	<b>6/26/2011</b>
Start	25.81	26.33	26.72	27.12	27.67	27.94
6 Months	26.46	26.98	27.39	27.80	28.36	28.64
12 Months	27.10	27.64	28.06	28.48	29.05	29.34
24 Months	28.45	29.02	29.45	29.89	30.49	30.80
36 Months	29.84	30.44	30.89	31.36	31.99	32.31

## Appendix B – Wage Scale

<b>Master's Degree</b>	<b>1/1/2009</b>	<b>6/28/2009</b>	<b>1/1/2010</b>	<b>6/27/2010</b>	<b>1/1/2011</b>	<b>6/26/2011</b>
Start	27.13	27.67	28.09	28.51	29.08	29.37
6 Months	27.77	28.33	28.75	29.19	29.77	30.07
12 Months	28.45	29.02	29.45	29.89	30.49	30.80
24 Months	29.84	30.44	30.89	31.36	31.99	32.31

<b>PUBLIC HEALTH PREPAREDNESS CONSORTIUM EDUCATION AND TRAINING COORDINATOR</b>						
<b>Bachelor's Degree</b>	<b>1/1/2009</b>	<b>6/28/2009</b>	<b>1/1/2010</b>	<b>6/27/2010</b>	<b>1/1/2011</b>	<b>6/26/2011</b>
Start	21.93	22.37	22.71	23.05	23.51	23.74
6 Months	22.46	22.91	23.25	23.60	24.07	24.31
12 Months	23.56	24.03	24.39	24.76	25.26	25.51
24 Months	24.44	24.93	25.30	25.68	26.20	26.46
36 Months	24.79	25.29	25.67	26.06	26.58	26.84
48 Months	25.14	25.64	26.02	26.42	26.94	27.21
60 Months	25.46	25.97	26.36	26.75	27.29	27.56
72 Months	25.82	26.34	26.73	27.14	27.68	27.96

<b>Master's Degree</b>	<b>1/1/2009</b>	<b>6/28/2009</b>	<b>1/1/2010</b>	<b>6/27/2010</b>	<b>1/1/2011</b>	<b>6/26/2011</b>
Start	23.32	23.78	24.14	24.50	24.99	25.24
6 Months	23.87	24.35	24.72	25.09	25.59	25.84
12 Months	24.43	24.92	25.29	25.67	26.19	26.45
24 Months	25.60	26.11	26.50	26.90	27.44	27.71
36 Months	26.82	27.36	27.77	28.18	28.75	29.03
48 Months	28.11	28.67	29.10	29.53	30.12	30.43
60 Months	29.46	30.04	30.50	30.95	31.57	31.89
72 Months	30.86	31.48	31.95	32.43	33.08	33.41

Appendix B – Wage Scale

PUBLIC HEALTH ENVIRONMENTAL HEALTH SPECIALIST						
	1/1/2009	6/28/2009	1/1/2010	6/27/2010	1/1/2011	6/26/2011
Start	23.44	23.91	24.27	24.63	25.13	25.38
6 Months	24.06	24.54	24.91	25.28	25.79	26.04
12 Months	24.65	25.15	25.52	25.91	26.43	26.69
24 Months	25.99	26.51	26.90	27.31	27.85	28.13
36 Months	27.34	27.89	28.31	28.73	29.31	29.60

Section 31B.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.

**ARTICLE 32B - DURATION**

Section 32B.01 Term

This Agreement shall become effective January 1, 2009, and shall continue in effect through December 31, 2011, and shall renew itself for additional one (1) year periods thereafter unless either party, pursuant to this Article, has notified the other party in writing that it desires to alter or amend this Agreement as set forth in Section 2. In any event, either party may terminate this Agreement by transmitting a notice to terminate through the U.S. Mail or by personal delivery to the responsible signatories to this Agreement thirty (30) days prior to December 31, 2011.

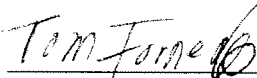
Section 32B.02 Bargaining Procedures :

- Step 1. On or before June 1, 2011, or any subsequent year, the Union shall present its bargaining requests to the County.
- Step 2. The County shall present its proposals to the Union by July 1 of that year.
- Step 3. Negotiations will commence not later than July 15 of that year.
- Step 4. Either party, after submitting initial proposals set forth in Steps 1 and 2 of this Section, reserves the right during negotiations to amend, alter, delete, change, or add to any proposals.

SIGNED FOR THE EMPLOYER:

  
Chairman, Personnel Committee Date

SIGNED FOR LOCAL 774B  
AFSCME, AFL-CIO:

 3-30-09  
President Date

## LETTER OF AGREEMENT

This Agreement is entered into by and between Polk County ("County") and Polk County Nurses Employee's Association ("Union").

The parties hereby agree and stipulate to the following:

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**As it pertains to Article 23B – Mileage, the following provisions shall be applicable:**

1. Section 23B.02 Reimbursement Procedures  
For the employees of Polk County Health Department mileage shall be accrued, deducting the first twelve (12) ~~seven (7)~~ miles, from the employee's beginning hour of service at home or office to the end of employee's hour of service at home or office. Hour of service will not begin or end at the employee's home unless this is the most feasible and operational in carrying out nursing service responsibilities. The employee will provide their own transportation and will assume responsibility for insurance coverage.
2. The parties agree that this provision shall be reviewed annually and the deduction level may be adjusted according to current budgetary constraints upon mutual agreement of both parties.
3. This Agreement shall be non-precedential for any and all purposes
4. This Agreement shall be binding and effective as of the date of its execution by the parties.

**ON BEHALF OF THE COUNTY**

By: Russell E. Arcand

**ON BEHALF OF THE UNION  
AFSCME LOCAL 774**

By: Tom Fornengo 3-30-09