

SUPPLEMENTAL LABOR AGREEMENT

between

POLK COUNTY WISCONSIN

and

POLK COUNTY

LOCAL 774C

HUMAN SERVICES CHAPTER

AFSCME, AFL-CIO

2009-2011

**LOCAL 774C SUPPLEMENTAL AGREEMENT
TABLE OF CONTENTS**

ARTICLE 1C - UNION MANAGEMENT RELATIONS	C1
Bargaining Procedures	C1
ARTICLE 4C - GRIEVANCE AND ARBITRATION PROCEDURE	C1
Steps in Procedure	C1
ARTICLE 5C - SENIORITY	C2
Continuous Seniority/Seniority for Benefits	C2
ARTICLE 6C - PROBATION	C2
Initial Probationary Period	C2
ARTICLE 7C - JOB POSTING	C2
Rate of Pay	C2
ARTICLE 18C EMPLOYEE DEFINITIONS	C3
Job Sharing	C3
ARTICLE 19C - WORKDAY - WORKWEEK - LUNCH PERIODS - REST PERIODS	C4
Definition of Workday/Work Week	C4
Flexible Scheduling	C4
Limitations on Flex Scheduling	C5
Review of Flex Scheduling	C5
Rest Periods	C5
Emergency Call In	C6
ARTICLE 20C - OVERTIME / ON CALL PAY	C6
Definition of Overtime	C6
Compensatory Time	C6
Other Overtime	C6
Professional Certification/Licensure	C7
Juvenile Intake and Child Protective Services On Call	C7
Mental Health On Call	C8
ARTICLE 31C - ENTIRE MEMORANDUM OF AGREEMENT	C8
ARTICLE 32C – DURATION	C9
Term	C9
Bargaining Procedures	C9
APPENDIX C	i
Professional Wage Scale	ii
General Wage Scale	iv

ARTICLE 1C - UNION MANAGEMENT RELATIONS

Section 1C.01 Bargaining Procedures

A maximum of two (2) 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.

A maximum of three (3) employees shall be compensated by the Employer at straight time for attending Chapter 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 4C - GRIEVANCE AND ARBITRATION PROCEDURE

Section 4C.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 orally explain his/her grievance to his/her supervisor 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, orally inform the employee and the representative, where applicable, 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 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 meet concurrently with all parties. Following said conference, the Personnel Committee shall respond within ten (10) working days in writing.

ARTICLE 5C - SENIORITY

Section 5C.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, except as stated in Article 18.04. Seniority does not transfer between chapters.

ARTICLE 6C - PROBATION

Section 6C.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 7C - JOB POSTING

Section 7C.08 Rate of Pay

Promotion compensation schedules governing probationary period for the Human Services Department are found in the Appendix to this Supplemental Agreement.

ARTICLE 18C EMPLOYEE DEFINITIONS

Section 18C.01- Job Sharing

Job sharing of a full time position by two or more employees of the Human Services Department shall be allowed under the following conditions:

- a) Job sharing arrangements may only be established with the mutual consent of the employer and the Union, and may only be terminated by mutual consent after a six (6) month trial period.
- b) Overtime pay (one and one-half times the regular rate) for employees working in a job sharing position shall only be paid on hours worked over seven and one half (7-½) hours in a day. Hours worked by job share employees for call in and on call duty shall be paid at straight time for the first two (2) hours and time and one half for subsequent hours. If the employee subsequently chooses to flex other scheduled hours to substitute for call in or on call hours, such hours shall be paid at straight time. Employees may work over seven and one half (7-½) hours in a day at straight time with supervisor approval.
- c) Job share employees called in to work by the employer shall receive a minimum payment of two (2) hours regular pay. Any time worked beyond this two (2) hour minimum shall be paid at one and one-half times the regular rate of pay. Employees may at their option waive the two (2) hour minimum pay requirement.
- d) Only one position in each Human Services unit shall be eligible for job sharing.
- e) Job share positions shall have a regular work schedule mutually agreed upon with their supervisor.
- f) Employees participating in job share positions shall receive the benefits of the full time position being shared on a pro-rata basis.
- g) When one of the job share participants leaves that position for any reason the remaining participant will have the choice of taking the full-time position. If the job share is working satisfactorily, the incumbent shall indicate a preference that the program continues with them keeping the part time position with a new job share participant. In this case, the employer shall post/advertise the vacancy as per the terms of this contract.

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

Section 19C.01 **Definition of Workday/Work Week**

The workday for full-time Human Services employees shall consist of seven and one-half (7 ½) hours each day from 8:30 a.m. to 4:30 p.m. Monday through Friday for a total of thirty-seven and one-half (37 ½) hours per week. The noon lunch period shall be of one-half (½) hour duration. The noon lunch periods may be staggered at the discretion of the unit supervisor to allow the offices to remain open during the noon hour.

Section 19C.02 **Flexible Scheduling**

Employees may elect to work a flex schedule and may schedule themselves with supervisor approval, and subject to the following requirements and limitations:

- a) 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.
- b) Employees must attend all staff and supervisor meetings.
- c) Employees must schedule in-day coverage.
- d) Employees must work at least 4 days per week. If the position is job shared, the position must be covered at least 4 days per week.
- e) Overtime shall be calculated on 40-hour per week basis.
- f) Except for emergency call out, employees may not work more than 10 hours per day.
- g) Employees may not use Holiday pay to exceed their normal work week hours.
- h) Holidays shall be paid on a 7-½ hour per day basis.
- I) Employees may elect their option for flex scheduling only at the beginning and/or ending of a pay period.
- j) Employees may change their election of flex or regular schedule once per calendar year giving at least a one pay period prior notice to the employer.

- k) The employer may send an employee home early for reasons of safety or reduced effectiveness. An employee may request to go home early at any time.
- l) Scheduling conflicts between employees shall be resolved on the basis of Chapter seniority.

Section 19C.03 Limitations on Flex Scheduling

The following Human Services Unit restrictions shall apply to all flex scheduling arrangements:

Social Workers and Family Therapists

During the employer's regular hours of business, there must be at least one employee on their in day, plus one other employee present in each unit.

Economic Support

Coverage must exist for all programs in the unit during regular County hours of business. Currently those programs are: Nursing Home, Elderly, Family, General Relief, WHEAP, FEP, and W-2.

Flexible schedules are subject to the approval of the employee's supervisor.

Clerical

Schedules may not be changed more often than every two (2) pay periods.

Flexible schedules are subject to the approval of the employee's supervisor.

Section 19C.04 Review of Flex Scheduling

The Union and the Employer agree to jointly review the concept of flex scheduling on an annual basis at the request of either party, and to bargain any changes deemed necessary or desirable by either party for the remainder of this agreement.

Section 19C.05 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.

Section 19C.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 other unusual circumstances.

ARTICLE 20C - OVERTIME / ON CALL PAY

Section 20C.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 full time employees except as provided for in the flexible scheduling section of this contract. 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 thirty seven and one-half (37 ½) hours per week based on the work schedule of their respective departments.

Section 20C.07 Compensatory Time

Employees may, at their option, accrue up to 45 hours of compensatory time off (30 hours worked) 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 supervisor.

Section 20C.08 Other Overtime

1. Emergency Call Out

- a) All emergencies shall be client-related
- b) Emergencies in general, are construed to mean calls received on evenings or weekends necessitating the employee's immediate attention. Such calls, by way of example, may involve, but are not limited to the following types of required action:
 - Emergency foster placement;
 - Abuse/neglect complaints and referrals;
 - Child detention;
 - Adult protective services as per APS Working Agreement;
 - Emergency shelter (i.e., fuel);
 - Crisis counseling.

2. Anticipated/Non-Emergency

a) Anticipated overtime must be approved, in advance, by the employee's supervisor, whenever possible.

b) Examples of anticipated overtime are as follows:

Client counseling and interviews where it is impossible for the client to be available during regular working hours.

Training sessions approved by Department Head or designee.

Conferences, meetings that pertain to job-related activities. This requires prior approval of the Department Head or designee.

Instances where ordinary provision of services to clients continues beyond the end of the regular workday.

Time required to complete mandatory paperwork. This requires prior approval of the Department Head or designee.

3. General Conditions

a) Telephone calls received by employees outside of the normal working hours will not be credited to accumulated overtime claims, except in cases, which involve crisis calls and shall be subject to approval on the next work day.

b) The employee's supervisor shall have the sole right to allow or deny claims for overtime and grant compensatory time off.

c) All claims for overtime shall be filed on forms furnished by the Human Services Department.

Section 20C.08 Professional Certification/Licensure

The employer may require that employees hold professional certification/licensure. Should the employer do so, the employer will reimburse the employee for fifty percent (50%) of the fee for the mandatory certificate/licensure. The employer will allow time and pay fees and expenses for training sufficient for the employee to maintain current or mandatory certificate/licensure.

Section 20C.09 Juvenile Intake and Child Protective Services On Call

Employees shall be compensated at the rate of \$2.00 per hour for being on call. An employee providing this service will meet the requirements of Section 48.06 and 938.06 and follow the Court policy and guidelines. Employees who are unable to work on "on-call" status due to illness or attendance at a funeral shall so notify the supervisor, who will find a replacement. In other instances of inability to work "on-call", the employee must find a replacement.

Employees "on-call" on a holiday named in Section 16.01 (excluding floating holidays) shall receive two hours off in lieu of a holiday premium. Such time off must be used by the end of the calendar year or the employee will be compensated two hours of pay at their regular rate.

A separate rotation shall be established by lottery for holidays. Employees on call on holidays named in Section 16.01 (excluding floating holidays) shall receive two hours off in lieu of a holiday premium. Such time off must be used by the end of the calendar year or the employee will be compensated two hours of pay at their regular rate.

All new staff shall be placed in the on-call rotation within three months of their date of hire. For the first implementation of this language, current employees must be trained before the rotation goes into effect.

- A) Persons assigned to carry out the duties of Intake Worker shall be assigned a cell phone while being in on-call duty to assist the employee in performing the powers and duties of an Intake Worker.
- B) Said employee will be compensated for being on-call between the hours of 4:30 p.m. to 8:30 a.m., Monday through Friday morning, and between the hours of 4:30 p.m. Friday and 8:30 a.m. Monday morning.

Section 20C.10 Mental Health On Call

Employees shall be compensated at the rate of \$1.00 per hour for being on call. A rotation shall be established. Employees who are unable to work in "on call" status due to illness or attendance at a funeral shall so notify the supervisor, who will find a replacement. In other instances of inability to work "on call" the employee must find a replacement.

A separate rotation shall be established by lottery for holidays. Employees on call on holidays named in Section 16.01 (excluding floating holidays) shall receive two hours off in lieu of a holiday premium. Such time off must be used by the end of the calendar year or the employee will be compensated two hours of pay at their regular rate.

All new staff shall be placed in the on-call rotation within three months of their date of hire. For the first implementation of this language, current employees must be trained before the rotation goes into effect.

ARTICLE 31C - ENTIRE MEMORANDUM OF AGREEMENT

Section 31C.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 31C.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 32C - DURATION

Section 32C.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 32C.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:

SIGNED FOR LOCAL 774C
AFSCME, AFL-CIO:


Chair, Personnel Committee Date

 3-30-09
President Date

APPENDIX C

Section C.01 - COMPENSATION PLAN

- A) A minimum and a maximum salary schedule shall be established for each classification by the County.
- B) Upon successful completion of the established probationary period for the classification, employees shall be placed at the appropriate step in the pay scale based on their seniority with the County, effective no later than the first day of the pay period following completion of probation or upon completion of six (6) months of a longer probation period.

C) PROFESSIONAL WAGE SCALE APPENDIX C

Social Worker (Child Protective Services, Juvenile Justice, Long Term Support)						
Wrap Around/Case Manager						
Community Support Case Worker I						
Mental Health/Substance Abuse Case Manager						
	1/1/2009	6/28/2009	1/1/2010	6/27/2010	1/1/2011	6/26/2011
Start	22.00	22.44	22.77	23.12	23.58	23.81
6 Months	22.60	23.05	23.40	23.75	24.22	24.46
12 Months	23.76	24.23	24.59	24.96	25.46	25.72
24 Months	24.75	25.25	25.63	26.01	26.53	26.80
36 Months	25.22	25.73	26.11	26.51	27.04	27.31
48 Months	25.69	26.21	26.60	27.00	27.54	27.82
60 Months	26.13	26.66	27.06	27.46	28.01	28.29
72 Months	26.63	27.16	27.57	27.98	28.54	28.83

Substance Abuse Counselor						
Mental Health Therapist						
Mental Health Therapist/Wrap Around						
Community Support Case Worker II						
	1/1/2009	6/28/2009	1/1/2010	6/27/2010	1/1/2011	6/26/2011
Start	23.37	23.84	24.19	24.56	25.05	25.30
6 Months	24.02	24.50	24.87	25.24	25.75	26.01
12 Months	24.60	25.09	25.47	25.85	26.37	26.63
24 Months	25.90	26.42	26.81	27.21	27.76	28.04
36 Months	27.24	27.78	28.20	28.62	29.19	29.49
48 Months	28.64	29.21	29.65	30.10	30.70	31.01
60 Months	30.14	30.74	31.21	31.67	32.31	32.63
72 Months	31.66	32.30	32.78	33.27	33.94	34.28

- 1) Should an employee move from a position listed in schedule 1 to a position listed on schedule 2, the employee will immediately be placed at a pay rate on schedule 2 that is at or next wage higher than the employee's current rate of pay. The employee will then progress through the pay schedule using the date of employment in the new position as the start date for annual progression.
- 2) The following step progression shall apply to professional employees who are hired with advanced placement in the pay scale:

<u>Step Hired at</u>	<u>Next Step</u>	<u>Tenure</u>	<u>Next Step</u>	<u>Tenure</u>	<u>Subsequent steps</u>
6 months	12 months	6 months	24 months	24 mo.	Every 12 months
12 months	24 months	12 months	36 months	24 mo.	Every 12 months
24 months	36 months	12 months	48 months	24 mo.	Every 12 months
36 months	48 months	12 months	60 months	24 mo.	Every 12 months
48 months	60 months	12 months	72 months	24 mo.	N/A
60 months	72 months	12 months	N/A	N/A	N/A
72 months	N/A	N/A	N/A	N/A	N/A

- 3) In order to receive the step increases listed above, Social Workers must complete the specified continuing education requirement prior to their anniversary date. In the event an employee does not meet these continuing education requirements, their step pay increase shall be delayed until such time as they meet the requirements. This provision shall not apply in the event the employee can document that they have requested and been denied the opportunity to attend training to meet such requirements.

In the first year of employment, the continuing education requirement shall be a total of 36 hours or 6 days and any additional training required by Statute or the employer. In the first year of employment, the employer may grant credit for appropriate prior training and/or experience. The determination of hours credited will be made by the end of the third month of employment. The continuing education requirement for all subsequent years shall be a total of 18 hours or 3 days for each year thereafter.

- 4) To receive the step pay increase(s) listed above, in addition to meeting the continuing education requirements listed above, employees must receive a satisfactory performance evaluation prior to their anniversary date. Employees with sub-standard performance shall not receive their step increase until such time as they have corrected the deficiencies listed in their performance evaluation.

D) GENERAL WAGE SCALE – APPENDIX C

FAMILY SUPPORT WORKER						
	1/1/2009	6/28/2009	1/1/2010	6/27/2010	1/1/2011	6/26/2011
Start	14.05	14.33	14.54	14.76	15.06	15.21
6 Months	14.40	14.69	14.91	15.13	15.44	15.59
18 Months	15.23	15.53	15.76	16.00	16.32	16.48

ADULT DAYCARE COORDINATOR						
	1/1/2009	6/28/2009	1/1/2010	6/27/2010	1/1/2011	6/26/2011
Start	21.61	22.04	22.38	22.71	23.17	23.40

MENTAL HEALTH REGISTERED NURSE						
	1/1/2009	6/28/2009	1/1/2010	6/27/2010	1/1/2011	6/26/2011
Start	23.24	23.71	24.06	24.42	24.91	25.16
6 Months	23.93	24.41	24.77	25.14	25.65	25.90
12 Months	24.62	25.12	25.49	25.87	26.39	26.66
24 Months	26.01	26.53	26.92	27.33	27.87	28.15
36 Months	27.41	27.96	28.38	28.80	29.38	29.67
48 Months	28.79	29.37	29.81	30.25	30.86	31.17
60 Months	30.18	30.79	31.25	31.72	32.35	32.68
72 Months	31.55	32.18	32.66	33.15	33.81	34.15