

RESOLUTION 22-07

**LABOR AGREEMENT WITH POLK COUNTY NURSES EMPLOYEES ASSOCIATION  
2007-2008**

**WHEREAS**, the County Board rules of order empower the Personnel Committee to negotiate labor agreements on behalf of the full County Board; and

**WHEREAS**, the parties to these negotiations committed themselves to a process of traditional bargaining and used that process throughout the negotiating process for this proposed labor agreement; and

**WHEREAS**, general wage adjustments, contract duration, and changes to the Polk County Health Insurance plan for all employees comprising Polk County Nurses Employees Association were ratified in early December and on December 12, 2006, the Polk County Board of Supervisors ratified the same, with implementation on January 1, 2007; and

**WHEREAS**, the Polk County Board of Supervisors agreed on December 12, 2006 to consider approval of the balance of the Polk County Nurses Employees Association labor agreement upon completion of negotiations; and

**WHEREAS**, said negotiations are now completed with the remainder of the labor agreement issues being outlined in the attachment to this resolution; and

**NOW THEREFORE, BE IT RESOLVED**, that the Polk County Board of Supervisors hereby now ratifies the balance of the labor agreement issues as attached to this resolution; and

**BE IT FURTHER RESOLVED**, that the Polk County Board of Supervisors does hereby ratify the Polk County Nurses Employees Association labor agreement for 2007-2008 incorporating the modifications as set forth in the attachment to this resolution in its entirety.

**Submitted at the request of the Personnel Committee.**

**Funding Amount:** N/A

**Funding Source:** County General Fund, State, Federal and various Grant Funds

**Date Finance Committee Advised:**

**Effective Date:** January 1, 2007

**Approved as to form:**

*Jeffrey B. Engel*

**Date Submitted to County Board**

3/20/07

**County Board Action**

Adopted

**SUBMITTED BY THE PERSONNEL COMMITTEE:**

*KT*  
*Julia Mewell*  
*Patricia Schmidt*

*Julia Mewell*  
*Russell E. Arcand*

**TENTATIVE SETTLEMENT  
BETWEEN  
POLK COUNTY  
AND THE  
POLK COUNTY NURSES EMPLOYEE'S ASSOCIATION**

From January 11, 2007, Bargaining Session

County 1. **ARTICLE III – GRIEVANCE AND ARBITRATION PROCEDURE**  
**ARBITRATION**

Amend paragraph 2 to read as follows:

- \* 2. **Arbitrator** Any grievance which cannot be settled through the aforementioned procedures may be submitted to arbitration. Either party shall request the Wisconsin Employment Relations Commission to ~~appoint a sole arbitrator from their staff~~ provide a panel of five (5) arbitrators from which the parties may strike unless the parties can mutually agree to on an arbitrator. The parties shall have the opportunity to strike first on an alternating basis.

Note: The parties shall agree to flip a coin to determine who strikes first for the first time after the effective date of this agreement.

County 2. **ARTICLE IV – SENIORITY**  
**Section 7**

Amend as follows:

The earned seniority of any employee shall terminate when any of the following are applicable:

\* \* \*

- B. An employee is discharged ~~for reason of delinquency or misconduct~~ just cause.

County 3. **ARTICLE V – LAYOFF PROCEDURE**

**Section 1:** Change reference to Article XIII (which is No Strike Agreement) to Article XV (which is Employee Definitions).

County 4. **BASIS OF BENEFIT ACCRUAL AND USAGE**

- a. Amend first paragraph to read:

For the purposes of the following benefits: Sick Leave and Vacation, the accrual of benefits shall be according to the amount of hours paid an employee per pay period, excluding overtime hours. ~~and shift differential pay except for employees regularly employed on a shift which requires shift differential pay.~~ Employees

working less than fulltime shall accrue benefits equivalent to the percentage of hours paid.

- b. Amend first sentence of third paragraph to read:

Employees entitled to benefits for ~~Funeral~~ Bereavement Leave, Holidays and Floating Holidays shall receive pay prorated based on the average amount of time paid in the six months previous to ~~March 31-April 30~~ and ~~September 30-October 31~~.

County 5. **ARTICLE VIII – SICK LEAVE**

- a. Section 2

(1) Amend a) to read:

- a) All regular full-time employees shall accrue ~~earn~~ sick leave each pay period at the a rate equivalent to twelve (12) days per year ~~one (1) day of each month of employment.~~

- \* b. Section 3

See attached Side Letter of Agreement.

County 6. **ARTICLE ~~VIX~~ IX – LEAVES OF ABSENCE**

- \* **[The Union’s agreement is contingent upon acceptance of similar language by other unit(s).]**

- a. Section 1. Amend to read:

Applications for leave of absence for personal, family or medical reasons shall be made to the Director. Applications for leave of absence for family or medical reasons may also be made to Human Resources.

- b. Section 3. Amend to read as follows:

All leaves of absence shall be without pay. Any accrued ~~earned but unused~~ paid leave available to the employee . . .

- e. d. Add a new section to read:

Section 6

Family and Medical Leave shall be provided pursuant to State and Federal law. If a difference exists between the contract provisions and applicable State or Federal law, State or Federal law shall prevail. Disputes over the interpretation of family or medical leave law provisions shall be resolved through the appropriate State and Federal procedures rather than through arbitration.

County 7. **ARTICLE XI – FUNERAL BEREAVEMENT LEAVE**  
(Change “funeral” to “bereavement” throughout contract)

a. Section 1

(2) The County repudiates any past practice of paying for leave for “spouse’s grandparents.”

b. Section 4

Amend last sentence to read:

In the event the employee is taking an extended paid leave (such as FMLA), and they are not placed on the weekly schedule, the amount of ~~funeral~~ bereavement leave that the employee can claim shall be based upon a daily average of the hours the employee has been paid during the most recent 13 pay periods ~~between April 1 through September 30 or between October 1 and March 31~~ previous to April 30 or October 31.

County 8. **ARTICLE XII – MILITARY LEAVE**  
Add a new section to read:

Section 2 – Compliance with State and Federal Military Leave Laws

If a difference exists between the contract provisions and applicable State or Federal law, State or Federal law shall prevail, except to the extent that more generous benefits are available under the contract provisions.

County 9. **ARTICLE XV – EMPLOYEE DEFINITIONS**

Section 2. Amend to read:

On ~~September 30~~ October 31 and ~~March 31~~ April 30 of each year, the employer shall calculate . . .

County 10. **ARTICLE XVI – WORKER’S COMPENSATION BENEFITS**  
Add sentence after the first paragraph to read:

In addition to any rights under the Family and Medical Leave Act, an employee’s health insurance shall be continued while the employee is receiving supplemental worker’s

compensation pay with the employee being responsible for paying the employee's share of the insurance premiums. Thereafter, employee may maintain health insurance by paying the full premium under COBRA, if applicable.

County 11. **ARTICLE XVIII – HOLIDAYS**

b. Section 2. Add a sentence to read:

For employees working a flex schedule or who work on a part-time basis, the “work day preceding” and the “work day following the paid holiday” shall refer to the days in which the employee is scheduled to work.

County 12. **ARTICLE XIX – VACATION**

Section 1. Delete current language and replace with:

Employee shall earn paid vacations according to the following schedule:

- A. Employees shall accrue vacation pay each pay period at a rate equivalent to two (2) weeks per year when they begin their employment.
- B. Employees shall accrue vacation pay each pay period at a rate equivalent to three (3) weeks per year after their seventh (7<sup>th</sup>) anniversary date.
- C. Employees shall accrue vacation pay each pay period at a rate equivalent to four (4) weeks per year after their fourteenth (14<sup>th</sup>) anniversary year date.

County 13. **ARTICLE XXII – PAY PERIOD**

Add new Section to read:

Section 2

Effective January 1, 2007, all employees shall be paid through direct deposit.

County 14. **ARTICLE XXIII --COMPENSATORY TIME AND OVERTIME PAY**

a. Section 1.  
Amend to read:

\* \* \*

- C. Employees shall be responsible for keeping and reporting accurate records of compensatory time (both straight time and one and one-half (1-1/2) time. All extra hours shall be recorded on forms furnished by the department. Such time shall be recorded to the tenth of an hour. This will include time worked,

where and why incurred and the total time earned. ~~Compensatory time in increments of less than two-tenths (.2) of an hour (twelve (12) minutes) need not be recorded.~~ This record shall be turned into the Director ~~monthly~~ for approval each pay period.

D. The total ~~annual~~ accumulation of accrued compensatory time shall not exceed fifty one and one-half (51 ½ ) hours per year. All straight time and overtime worked in excess of this amount shall be paid monetarily. Any unused compensatory time remaining in the employee's compensatory bank on ~~November 30<sup>th</sup>~~ payroll period 25 of each year shall be paid monetarily ~~in December~~ to part-time Home Care RN's, Public Health Nurses, and LPN's. All standard or variable shift full-time Home Care RN's. will be able to carry over twenty six (26) hours to the following year and will be paid out monetarily in December for any hours in excess of twenty-six (26) hours on November 30<sup>th</sup> of each year. Requests for scheduling compensatory time off of seven and one-half (7 ½) hours or more shall be made twenty four (24) hours in advance and shall be subject to the approval of the employee's supervisor.

b. Section 2. Amend to read:

Sick leave, ~~funeral leave~~, vacation, ~~compensatory time taken~~, and holidays will be considered as time worked for the purpose of computing overtime pay ~~of~~ or compensatory time.

County 15. **ARTICLE XXIV – HEALTH INSURANCE AND GROUP LIFE INSURANCE**

b. Section 1

Amend second paragraph so six month look-back months do not occur on quarter close months and correct typo:

Regular Part-time employees are entitled to health insurance benefits as are set forth in Article ~~XVIII~~ XV will receive full insurance benefits. Future premiums will be prorated based on the average amount of time paid in the six months previous to ~~March 31~~ April 30 and ~~September 30~~ October 31. Once established on these dates, Health Insurance premiums will remain the same for the future six-month period when it will be re-evaluated.

County 16. **ARTICLE XXVII – JOB POSTING**

a. In Section 1 C. and Section 2, change reference to Article XIII (which is No Strike Agreement) to Article XV (which is Employee Definitions).

County 17. **ARTICLE XXXI – PERSONAL DAYS**  
Amend as follows:

Employees will receive ~~floating holidays~~ personal days holidays as follows:

New hires after probation	one (1) <del>floating holiday</del> <u>personal day</u>
Five (5) or more years of seniority	two (2) <del>floating holiday</del> <u>personal days</u>
Ten (10) or more years of seniority	three (3) <del>additional holidays</del> <u>personal days</u>
Fifteen (15) or more years of seniority	four (4) <del>additional holidays</del> <u>personal days</u>
Twenty (20) or more years of seniority	five (5) <del>additional holidays</del> <u>personal days</u>

Employees shall be awarded such ~~holidays~~ personal days on a calendar ~~anniversary~~ year basis. ~~Floating holidays~~ Personal days not taken during the calendar ~~anniversary~~ year in which they are awarded shall be forfeited.

County 18. **APPENDIX A-C**

b. Any pay increases are to be effective beginning the first payroll period after the date set for the increase.

County 19. **ARTICLE XI - FUNERAL LEAVE**

Section 1 Add paragraph to read:

In the event of a death of an employee's aunt or uncle, he/she shall receive one (1) day leave with pay at their regular rate of pay. The total number of days of funeral leave for this purpose shall not exceed two (2) days per calendar year.

County 20. **ARTICLE XXI – WORD DAY – WORK WEEK – LUNCH PERIODS – REST PERIODS**

Section 1 Amend as follows:

B. Home Care RN's and LPN's

Standard Home Care RN's & LPN's

RNs and LPNs employed as of 1/1/94 shall be referred to as Standard Home Care RNs and LPNs. The workday for all full-time and part-time standard Home Care employees employed as of 1/1/94 shall consist of seven and one half (7-1/2) hours from 8:30 a.m. – 4:30 p.m., Monday through Friday. ~~The workday for all Standard Home Care part-time employees employed as of 1/1/94 shall consist of any hours between 8:30 a.m. – 4:30 p.m., Monday through Friday.~~ There will be a minimum of five (5) positions maintained in the Standard Home Care RN classification and

two (2) positions in the Standard Home Care LPN classification. Any employee (Home Care or Public Health) employed as of 1/1/94 may remain in the standard classification as long as they are employed by the agency.

If during the term of this contract there is a significant reduction in funding for the Home Care Program, either party may re-open this section only with regard to the number of Standard positions. This does not include employees employed as of 1/1/94 who are in Standard positions.

Variable Shift Home Care RN's

RNs and LPNs employed as of 1/1/94 shall be referred to as Variable Shift Home Care RNs and LPNs. The workday for all full-time and part-time variable shift Home Care employees shall consist of seven and one half (7 1/2) consecutive hours between 6:00 a.m. and 10:00 p.m., Monday through Friday. ~~The workday for all variable shift part-time employees shall consist of any consecutive hours scheduled between 6:00 a.m. and 10:00 p.m. up to seven and one half (7 1/2) hours Monday through Friday.~~ The employer shall provide the employee with a minimum of two weeks notice when changing an employee's shift. This requirement may be waived by mutual agreement between the employer and the employee.

The lunch period shall be one-half (1/2) hour. The workweek shall consist of five (5) days, Monday through Friday for a total of thirty-seven and one half (37-1/2) hours.

County 21. **ARTICLE XXV - MILEAGE ARTICLE XXIII - MILEAGE**

Amend as follows:

Mileage will be paid at the federal rate for all reimbursable miles traveled. Mileage shall be accrued 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, ~~with the employer reducing the mileage paid by 7 miles per day from that claimed by the employee.~~ 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.

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**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:

1. As may be required in compliance with applicable law, the County shall deduct applicable taxes and withholdings from the amount of accumulated sick leave cash applied towards health insurance premiums in Article VIII, Section 3, of the Agreement.
2. The parties agree that they shall continue to meet and negotiate an alternative to Article VIII, Section 3, to allow for the continuation of health insurance coverage utilizing accumulated sick leave cash on a pre-tax basis.
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**

**ON BEHALF OF THE UNION  
POLK COUNTY NURSES  
EMPLOYEE’S ASSOCIATION**

By: \_\_\_\_\_  
Personnel Committee      Date  
Chair

By: \_\_\_\_\_  
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:

- 
1. As it pertains to **ARTICLE XXI – Work Day, Work Week, Lunch Periods, Rest Periods, Section 7**, the parties hereby agree to amend the paragraph as follows:

Management reserves the right to assign the pagers to the weekend nurses as determined by the regular weekend rotation schedule given eight (8) weeks notice. In the event the pagers are assigned for the weekend, ~~two~~ ~~one~~ ~~(2)~~ ~~(1)~~ Home Care nurses will carry the pagers from Friday 4:30 P.M. through Monday 8:30 A.M. A fee of \$64.00 will be paid to each nurse for this service. Management reserves the right to provide weekend coverage with supervisory staff. Employees will be compensated for time and mileage for pager delivery and pickup. A second RN will be assigned standby pager duty for each weekend and will be notified by the Home Care Supervisor by 4:30 pm on the Friday before the weekend if RN services are necessary. Should the standby nurse be required to work with weekend, he/she will carry the pager as well as perform patient visits.

2. The parties agree to review this provision after a one-year trial period. At that time, if it is determined that staffing or work load prohibits the continuation of this amended practice, new language shall be drafted or the amended language as provided for in this agreement shall sunset.
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**

**ON BEHALF OF THE UNION  
POLK COUNTY NURSES  
EMPLOYEE’S ASSOCIATION**

By: \_\_\_\_\_  
Personnel Committee                      Date  
Chair

By: \_\_\_\_\_  
Date

STATE OF WISCONSIN )  
 ) SS  
COUNTY OF POLK )

I, Catherine L. Albrecht, County Clerk for Polk County, do hereby certify that the attached is a true and correct copy of Resolution No. 23-07 that was adopted by the Polk County Board of Supervisors on March 20, 2007

  
\_\_\_\_\_  
Catherine L. Albrecht  
Polk County Clerk