

RESOLUTION 10-09

**LABOR AGREEMENT WITH POLK COUNTY NURSES EMPLOYEE'S  
ASSOCIATION  
2009-2011**

**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 interest based bargaining and used that process throughout negotiations for the Labor Agreement with Polk County Nurses Employee's Association; and,

**WHEREAS**, language changes in the Bargaining Agreement between Polk County Nurses Employee's Association and Polk County have been negotiated and are referenced in the attached; and,

**WHEREAS**, general wage adjustments for each of the employee groups comprising Polk County Nurses Employee's Association have been negotiated and such wage adjustments are detailed in the attachment to this resolution; and,

**WHEREAS**, specific wage adjustments for certain employee classifications were negotiated based on comparable labor market data and are detailed in the attachment to this resolution.

**NOW THEREFORE, BE IT RESOLVED**, that this contract be ratified for the period of January 1, 2009, through December 31, 2011, and

**BE IT FURTHER RESOLVED**, that the Personnel Committee is hereby empowered to effect a final review of all contract language prior to it's signature by both parties and is authorized to make such technical corrections as may be necessary to implement the agreements reached with the union during negotiation.

Submitted at the request of the Personnel Committee.

Funding Amount: N/A

Funding Source: County General Fund and various Grant Funds and other Funding Sources

Date Finance Committee Advised:

Effective Date: January 1, 2009

Approved as to form: Malia Malone

Date Submitted to County Board 1-20-09

County Board Action adopted

**SUBMITTED BY THE PERSONNEL COMMITTEE:**

Terrell Howells

Shirley R

Russell E. Howard 1-8-09

Patricia M. Schmidt

**POLK COUNTY'S  
TENTATIVE SETTLEMENT  
WITH THE  
POLK COUNTY NURSES EMPLOYEE'S ASSOCIATION**

Agreements as of December 11, 2008

**1. ARTICLE XX – LONGEVITY PAY**

A. Section 1

(1) Amend paragraph to read:

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~~Hourly Salaried Employees~~

- (a) After five (5) years of service, each employee will receive ~~(\$.0338)~~ (\$.04) per hour in longevity pay.
- (b) After ten (10) years of service, each employee will receive ~~(\$.0677)~~ (\$.07) per hour in longevity pay.
- (c) After fifteen (15) years of service, each employee will receive ~~(\$.1015)~~ (\$.11) per hour in longevity pay.
- (d) After twenty (20) years of service, each employee will receive ~~(\$.1354)~~ (\$.14) per hour in longevity pay.

**2. ARTICLE XXXI – PERSONAL DAYS**

A. Amend second paragraph to read:

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

**3. APPENDIX B**

A. Replace Hours as headings for pay columns with Lanes:

| <b>HOURS</b> | <b>0-1393</b> | <b>1394-3065</b> | <b>3066-5014</b> | <b>5015-7244</b> | <b>7245-9751</b> | <b>9751+</b>  |
|--------------|---------------|------------------|------------------|------------------|------------------|---------------|
|              | <b>Lane 1</b> | <b>Lane 2</b>    | <b>Lane 3</b>    | <b>Lane 4</b>    | <b>Lane 5</b>    | <b>Lane 6</b> |

**I. HEALTH INSURANCE**

- A. Current plan design structure shall remain status quo for duration of the contract. Parties agree that the County reserves the right for a re-opener on Health Insurance in 3<sup>rd</sup> year of contract (see attached letter of agreement).
- B. Both parties agree to work with representatives of each County labor group to design and implement an optional HRA to commence in 2010 (see attached letter of agreement).

**II. WAGES.**

- January 1, 2009      1% increase
- June 28, 2009      2% increase
  
- January 1, 2010      1.5% increase
- June 27, 2010      1.5% increase
  
- January 1, 2011      2% increase
- June 26, 2011      1% increase

**III. DURATION.**

Three year agreement.

**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. The County may re-open negotiations for the sole purpose of re-negotiation the County's current Standard Health Insurance plan for the third year of the 2009-2011 contract term.
2. The parties agree that should the County request to re-open negotiations on the Standard Health Insurance plan as described above, the Union reserves the right to re-open on a specific article of their choice.
3. The parties further agree that should the County elect to re-open, it shall notify the Union in writing no later than November 30, 2010.
4. This Agreement shall be non-precedential for any and all purposes.
5. 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

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:

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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 Chair      Date

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:

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

1. All mileage incurred when employees start their workday from home shall be subject to a 12 mile per day reduction of miles paid by the employer. Mileage incurred for emergency call out, weekend and/or designated Holiday patient visits, and start of work from the office setting is excluded from this deduction.
2. Employees who do not reside in Polk County and start their workday from home shall begin accruing mileage when they cross the Polk County border. The 12 mile per day reduction of miles paid by the employer starts at the county line.
3. If mileage incurred per day is less than 12 miles, that amount shall be the mileage subject to non-reimbursement.
4. It is understood that employees shall schedule patient visits to maximize service delivery and not to avoid the mileage deduction provision of this agreement.
5. 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.
6. This Agreement shall be non-precedential for any and all purposes
7. 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: \_\_\_\_\_

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

**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 Section 8.03 of the Agreement.
2. The parties agree that they shall continue to meet and negotiate an alternative to Section 8.03 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

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. The County agrees to collaborate with the Union under the terms and conditions of Article XXIV, Section 1 to develop an optional HRA plan for implementation in 2010.
2. The parties agree that a new plan as developed under this agreement is considered an Optional Plan as defined under the terms and conditions of Article XXIV, Section 6, second paragraph.
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**

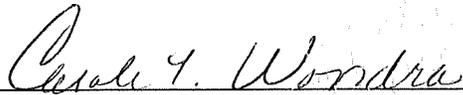
**ON BEHALF OF THE UNION  
POLK COUNTY NURSES  
EMPLOYEE'S ASSOCIATION**

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

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

STATE OF WISCONSIN )  
 ) SS  
COUNTY OF POLK )

I, Carole T. Wondra, County Clerk for Polk County, do hereby certify that the attached is a true and correct copy of Resolution No. 10-09 that was adopted by the Polk County Board of Supervisors on Jan. 20, 2009.

  
\_\_\_\_\_  
Carole T. Wondra  
Polk County Clerk