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**IDnum** 174 **Language** English **Country** United States **State** WI

**Union** AFSCME (American Federation of State, County and Municipal Employees) AFL-CIO

**Local** 774

Occupations Represented
Material moving occupations
Social workers
Law clerks
Secretaries and administrative assistants
Nursing, psychiatric, and home health aides

**Bargaining Agency** Polk County

**Agency industrial classification (NAICS):**  
92 (Public Administration)

**BeginYear** 1999 **EndYear** 2001

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**Notes**

**Contact**

**Full text contract begins on following page.**

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**MASTER AGREEMENT**

**between**

**POLK COUNTY WISCONSIN**

**and**

**POLK COUNTY JOINT COUNCIL**

**LOCAL 774**

**AFSCME, AFL-CIO**

**1999-2001**

**MASTER CONTRACT  
TABLE OF CONTENTS**

WORKING AGREEMENT AND RECOGNITION	1
Parties to Agreement	1
Purpose of Agreement	1
Recognition Clause	1
Right of Employees to Bargain	1
ARTICLE I - UNION MANAGEMENT RELATIONS	2
Bargaining Procedures	2
Effective Authorization of Agreement	2
ARTICLE II - MANAGEMENT RIGHTS	2
Management Rights Recognition	2
ARTICLE III - FAIR SHARE AGREEMENT	3
Fair Share Deduction	3
Duty to Represent and Union Membership	3
Hold Harmless	3
ARTICLE IV - GRIEVANCE AND ARBITRATION PROCEDURE	3
Definition of a Grievance	3
Subject Matter	4
Time Limitation	4
Steps in Procedure	4
Arbitration	4
ARTICLE V – SENIORITY	5
Definition	5
Continuous Seniority/Seniority for Benefits	5
Seniority of Employees Hired on Same Date	5
Termination of Seniority	6
Seniority List	6
ARTICLE VI – PROBATION	6
Initial Probationary Period	6
Fringe Benefits During Probationary Period	6
Completion of Probation	6
ARTICLE VII - JOB POSTING	7
Posting Groups	7
Posting Procedures	7
Posting of Grant Funded Positions	7
Probationary Period for Promotions/Transfers	8

Temporary Assignment	8
Posting Rights of Probationary Employees	8
Posting During Promotion/Transfer Probation	8
Employees on Lay-off	8
Rate of Pay for Recalled Employees	8
ARTICLE VIII – LAYOFF	9
Layoff Procedures	9
Recall of Laid Off Employees	10
ARTICLE IX - JURY DUTY	10
Jury Duty Benefit	10
Basis of Benefit Calculation	10
ARTICLE X - FUNERAL LEAVE	11
Funeral Leave Benefit	11
Additional Leave of Absence	11
Pallbearer Service	11
Funeral Leave During Probation	11
Basis of Benefit Calculation	11
ARTICLE XI - SICK LEAVE	11
Definition of Sick Leave	11
Accrual Rate and Maximum Accrual	12
Sick Leave Payout on Retirement	12
Balancing of Sick Leave Account	12
Notification Requirements	13
Basis of Benefit Calculation	13
Proof of Illness	13
Discipline for Sick Leave Abuse	13
Prior Notification of Extended Sick Leave Absence	13
Accrual of Seniority While on Sick Leave	13
ARTICLE XII - LEAVES OF ABSENCE	14
Request for LOA	14
Pay and Benefits During LOA	14
Seniority During LOA	14
Military LOA	14
Payment of Health Insurance While on LOA	15
ARTICLE XIII - FAMILY AND MEDICAL LEAVES OF ABSENCE	15
Request for Medical LOA	15
Seniority During Medical LOA	15
Notice of Intent/Reports to Employer	15
ARTICLE XIV - WORKER'S COMPENSATION BENEFITS	16
Supplemental Worker's Compensation Pay	16

Disputed Claims Procedure	16
ARTICLE XV - WISCONSIN RETIREMENT	17
County Payment of Employee Contribution	17
ARTICLE XVI – HOLIDAYS	17
ARTICLE XVII – VACATIONS	17
Accrual Rate of Vacation Benefit	17
Payment of Vacation Benefit Upon Retirement/Termination	17
Use of Accrued Vacation/Forfeiture for Non-Use	17
LOA in Addition to Vacation	18
Scheduling and Prior Approval	18
Hold Harmless Provision	18
ARTICLE XVIII EMPLOYEE DEFINITION	18
Regular Full-Time Employees	18
Regular Part-Time Employees	18
Limited Part-Time Employees	19
Limited Term Employees	19
Hold Harmless Provision	19
ARTICLE XIX - WORKDAY - WORKWEEK - LUNCH PERIODS - REST PERIODS	19
ARTICLE XX - OVERTIME / ON CALL PAY	19
Definition of Overtime	19
Time Worked for OT Calculation	19
No Layoff Provision	20
Mandatory Overtime	20
ARTICLE XXI - MINIMUM CALL-IN PAY	20
ARTICLE XXII – INSURANCE	20
Employer/Employee Contribution	20
Enrollment Requirements	20
Change of Carrier	21
Dental Insurance	21
Vision Insurance	21
Group Life Insurance	21
Other Health Insurance Plans	21
ARTICLE XXIII - MILEAGE	21
Reimbursement Rates/Requirements	21
ARTICLE XXIV - PAY PERIOD	22
Definition of Pay Period	22

ARTICLE XXV - MISCELLANEOUS PROVISIONS	22
Physical Examinations	22
Addition of Duties and Responsibilities	22
Exchange of Shifts	22
Unemployment Compensation	22
VDT Committee	23
ARTICLE XXVI - LONGEVITY PAY	23
Longevity Rates	23
Method of Payment	23
ARTICLE XXVII - DISCIPLINE – DISCHARGE	23
Employer Authority	23
Progressive Sequence	24
Appeal	24
Records	24
ARTICLE XXVIII - TERMINATION OF EMPLOYMENT	24
Employer Notice	24
Employee Notice	24
Waiver of Notice	24
ARTICLE IXXX - NO STRIKE AGREEMENT	25
Strike Prohibited	25
ARTICLE XXX - UNION ACTIVITY	25
Bulletin Boards	25
Union Business	25
ARTICLE XXXI - ENTIRE MEMORANDUM OF AGREEMENT	25
Entire Agreement	25
Separability and Savings	26
ARTICLE XXXII – DURATION	27
Term	27
Bargaining Procedures	27

## **WORKING AGREEMENT AND RECOGNITION**

### **Section 0.1 Parties to Agreement**

This Agreement is made and entered into by and between Polk County, hereinafter referred to as "County" or "Employer" and the Polk County Highway Department and Lime Quarry Employees, Local 774-A, the Polk County Courthouse Employees, Local 774-B, the Polk County Department of Social Services Employees, Local 774-C, and the Polk County Golden Age Manor Employees, Local 774-D, AFSCME, AFL-CIO, all hereinafter referred to as the "Union".

### **Section 0.2 Purpose of Agreement**

This agreement is reached for the purpose of enhancing the material conditions of the employees, to promote the general efficiency of the County, and to promote the morale, well-being, and security of the employees.

### **Section 0.3 Recognition Clause**

The County recognizes the Union as the sole and exclusive bargaining agent for all full-time, regular part-time, limited part-time, and seasonal employees of Polk County, for the purpose of engaging in conferences and negotiations and establishing wages, hours and conditions of employment.

Expressly excluded from the bargaining unit include all elected and appointed officials, registered nurses, licensed practical nurses, law enforcement personnel, and all other supervisory, managerial, confidential, temporary, and casual employees.

### **Section 0.4 Right of Employees to Bargain**

The County recognizes that all employees in the bargaining unit have the right of self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing and to engage in other lawful concerted activities for the purpose of collective bargaining or other mutual aid or support. No union activities shall be permitted during working hours without permission.

## **ARTICLE I - UNION MANAGEMENT RELATIONS**

### **Section 1.01 Bargaining Procedures**

The respective Unions set forth in this Agreement shall be represented by such persons and/or committees as the Union shall deem desirable. The Union Local President and Vice-President shall be compensated by the Employer at straight time for attending bargaining and negotiation sessions which occur during working hours. Unless specifically agreed to in advance by the parties, negotiation sessions shall be scheduled as nearly as possible with one half of the session during working hours and one half of the session during non-working hours, with an attempt to balance working and non-working hours within each individual chapter.

The Union shall notify the Employer of the names of the employees constituting the bargaining committee.

The Employer shall be represented by such persons and/or committee(s) as the Employer may deem desirable.

### **Section 1.02 Effective Authorization of Agreement**

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

## **ARTICLE II - MANAGEMENT RIGHTS**

### **Section 2.01 Management Rights Recognition**

The Union recognizes the lawful management rights repose in the County which include:

- A. To direct all operations of the County;
- B. To establish reasonable work rules;
- C. To hire employees to positions within the County;
- D. To suspend, demote, discharge and take other disciplinary action against employees for just cause;
- E. To relieve employees from their duties because of lack of work or lack of funds;
- F. To maintain efficiency of County government operations;
- G. To take whatever action necessary to comply with state or federal law except where those laws affect or alter the terms of this Agreement, in which case the parties shall enter into immediate negotiation;
- H. To introduce new or improved facilities;



- I. To determine the methods, means, kinds, and amounts of services to be performed as pertains to County government operations, and the number and kinds of classifications to perform such services and to contract out for goods and services where the work force is not affected or if the work force is affected, there must be a showing of substantial savings to the County;
- J. To take whatever action is necessary to carry out the functions of the County in situations of emergency. Whether or not the Employer has been reasonable in the exercise of these management rights, A through J, shall be subject to the provisions of Article IV.

**ARTICLE III - FAIR SHARE AGREEMENT**

**Section 3.01 Fair Share Deduction**

The Employer agrees that each month it will deduct from the pay of all collective bargaining unit employees dues as established by the Union or fair share service fee in accordance with state and federal law and monthly remit the aggregate amount collected by such deduction to the treasurer of the Union. Changes in the amount of dues-fees to be deducted shall be certified by the Union thirty (30) days before the effective date of the change.

**Section 3.02 Duty to Represent and Union Membership**

The Union, as the exclusive representative of all the employees in the bargaining unit, will represent all bargaining unit employees, fairly and equally, and all employees in the unit will be required to pay, as provided in this article, their proportionate share of the costs of representation by the Union. No employee shall be required to join the Union, but membership in the Union shall be made available to all employees who apply consistent with the Union constitution and by-laws. No employee shall be denied opportunity for membership.

**Section 3.03 Hold Harmless**

The Union agrees to defend, indemnify and save Polk County harmless, as a result of Polk County's compliance with this article, from any claims, judgments, suits, orders and/or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer under the provisions of this article.

**ARTICLE IV - GRIEVANCE AND ARBITRATION PROCEDURE**

**Section 4.01 Definition of a Grievance**

A grievance shall mean a dispute between the Employer and employee and/or the Union concerning the interpretation or application of this contract or any questions concerning hours, wages, terms or conditions of employment.

Section 4.02 Subject Matter

Only one subject and all relevant issues relating thereto shall be covered in any one grievance. A written grievance shall contain the name and position of the grievant, a clear and concise statement of the grievance, the issue involved, the relief sought, the date the incident or violation took place, the specific signature of the grievant and the date.

Section 4.03 Time Limitation

If it is impossible to comply with the time limits specified in the procedure because of work schedules, illness, vacations, etc., these limits may be extended by mutual consent in writing.

Section 4.04 Settlement of a Grievance

Any grievance shall be considered settled at the completion of any step in the procedure if all parties concerned are mutually satisfied. Dissatisfaction is implied in recourse from one step to another.

Section 4.05 Past Grievance

All grievances filed which bear a filing date which precedes or is the same as, the expiration date of this Agreement must be processed to conclusion under the terms of this Agreement.

Section 4.06 Steps in Procedure

(REFER TO SUPPLEMENTAL AGREEMENTS)

Section 4.07 Arbitration :

1. Time Limit            If a satisfactory settlement is not reached in the final step, the Union must notify the Personnel Committee, in writing, within thirty (30) working days that they intend to process the grievance to arbitration.
  
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.
  
3. Hearing                The Arbitrator appointed shall meet with the parties at a mutually agreeable date to review the evidence and hear testimony relating to the grievance. Upon completion of this review and hearing, the Arbitrator shall render a written decision to both the County and the Union which shall be binding upon both parties.

4. Costs Both parties shall share equally the costs and expenses of the arbitration proceedings, if any. Each party, however, shall bear its own costs for witnesses excluding employees, and all out-of-pocket expenses including possible attorney's fees. Employees required to participate in the arbitration hearing shall suffer no loss of wages.
5. Transcript If one party requests a transcript, that party shall bear the costs involved. If both parties agree to request a transcript or if such transcript is requested by the Arbitrator, the parties shall equally share the costs involved.
6. Decision The decision of the Arbitrator shall be limited to the subject matter of the grievance and shall not modify, add to, or delete from the express terms of the Agreement.

## **ARTICLE V - SENIORITY**

### Section 5.01 Definition

Seniority shall consist of the total paid service of each employee of Polk County beginning with the starting date of employment. An employee's earned seniority shall not be diminished because of an authorized leave of absence of less than twelve weeks, or temporary layoff due to lack of work or shortage of funds or conditions beyond the control of either party to this Agreement.

### Section 5.02 Continuous Seniority/Seniority for Benefits

(REFER TO SUPPLEMENTAL AGREEMENTS)

### Section 5.03 Seniority of Employees Hired on Same Date

When two (2) or more employees are employed by the County on the same date and time, their seniority shall be computed on the basis of reverse alphabetical order of their last names.

Section 5.04 Termination of Seniority

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

- A. An employee states he/she is quitting and leaves the job;
- B. An employee is discharged for reason of delinquency or misconduct;
- C. Failure to report for work upon termination of an authorized leave of absence;
- D. Failure to report for work within fourteen (14) days after receiving notice to do so;
- E. Failure to be recalled from a layoff within eighteen (18) months of the date of layoff.

Should any employee give valid reasons for failure to comply with (C) and (D) above, the matter shall be resolved through the grievance procedure of this Agreement.

Section 5.05 Seniority List

The Employer shall post a seniority list for each Union to this Agreement annually. If no objection is received within thirty (30) days from the posting, the list shall be considered accurate.

**ARTICLE VI - PROBATION**

The provisions of this article shall apply to the employees of all Chapters except Golden Age Manor (refer to Supplemental Agreement).

Section 6.01 Initial Probationary Period

(REFER TO SUPPLEMENTAL AGREEMENTS)

Section 6.02 Fringe Benefits During Probationary Period

During the first six (6) calendar months of probation, employees will not be allowed any fringe benefits granted by this Agreement, except for health insurance, funeral leave as provided for elsewhere in this contract, and holiday pay for fixed holidays which shall be paid from the date of eligibility. However, upon completion of the first six (6) calendar months of probation, employees will be allowed all of this Agreement's fringe benefits retroactive to the date of benefit eligibility.

Section 6.03 Completion of Probation

Any employee successfully completing the initial probationary period of employment may be discharged only for just cause.

## **ARTICLE VII - JOB POSTING**

### **Section 7.01 Posting Groups**

For purposes of job postings, the following posting groups will be recognized as constituting the groups of eligible employees covered by the provisions of this article:

- 1) Professional employees of the Social Services Chapter (Local 774C)
- 2) Employees of the Courthouse Chapter (Local 774B), non-professional employees of the Social Services Chapter (Local 774C), and clerical employees of the Highway Chapter (Local 774A).
- 3) Employees of the Highway Chapter (Local 774A) and employees of the Polk County Recycling Department.
- 4) All Golden Age Manor employees.

Employees of one posting group are not eligible to post into positions of another posting group, except that employees within Chapters shall be eligible to post into any position in that Chapter.

### **Section 7.02 Posting Procedures**

When it becomes necessary to fill a job vacancy or new position, such vacancy or new position shall be posted within the facilities of the respective posting group for a period of seven (7) working days. The posting shall state the prerequisites for the job which shall be consistent with the job classification, the salary, hours of work, the date the position is to be filled and the date on which the posting is posted. Interested employees may apply by signing the posting within the seven (7) working day period. Only those applicants who meet the prerequisites for the vacancy or new position shall be considered. The posting award shall be made to the senior employee found qualified for the position. Seniority within a chapter shall prevail in cases where employees from both inside and outside the chapter have posted for a position.

### **Section 7.03 Posting of Grant Funded Positions**

In the event Polk County utilizes employees whose salaries and benefits are funded through state or federal grant programs, it is understood that those positions shall not be posted unless the County assumes the full cost of the position. If the County funds the position, it shall be posted pursuant to the terms of this Agreement and all employees within the affected posting group are eligible to sign the posting, including the employee previously funded by the state or federal funds, but the employee shall not be credited with any seniority.

Section 7.04 Probationary Period for Promotions/Transfers

Employees who are promoted or transferred shall serve a three (3) month probationary period of employment. During this probationary the Employer shall determine if the employee qualifies for the new position. In the event the employee is found to be not qualified or desires to return to his/her former position, the employee shall be returned to the former position without loss of seniority benefits. Whether or not an employee is considered qualified shall be subject to the provisions of Article IV. The provisions of this section shall not apply to employees in the Department of Social Services.

Section 7.05 Temporary Assignment

The Employer may make an immediate temporary assignment to fill any vacancy until the job posting procedures are carried out.

Section 7.06 Posting Rights of Probationary Employees

Initial probationary employees are not entitled to post for vacancies or new positions until they become regular employees.

Section 7.07 Posting During Promotion/Transfer Probation

Employees posting for and being accepted for a posted position shall not be entitled to post for another vacancy or new position during their probationary period.

Section 7.08 Employees on Lay-off

In the event that no applications are received for a job posting or no applicants are found qualified, employees may be hired from outside the Union provided, however, that former qualified employees who have been laid off without delinquency or misconduct records on their part within eighteen (18) months prior thereto, shall be entitled to preference over all applicants from outside the Union.

Section 7.09 Rate of Pay for Recalled Employees

Upon mutual agreement of both parties to this Agreement, former qualified employees returning to employment may be re-employed at a rate of pay higher than the starting rate for new employees.

## ARTICLE VIII - LAYOFF

### Section 8.01 Layoff Procedures

When the County determines it necessary to reduce the work force, layoffs will be initiated as follows:

1. The County determines the program/department in which work force reductions are required, and shall notify the union of such requirements. Employees will be allowed to submit to voluntary full or part time layoff provided such voluntary layoffs do not affect the ability of the employer to perform the essential functions of the program/department. In the event voluntary layoffs do not achieve the work force reductions necessary, the County shall determine the position in which the layoff will occur. Employees shall receive written notification from the employer of such layoff and their rights to exercise bumping rights as outlined in this section within a reasonable period of time.
2. When the work force is reduced in a department, such a reduction shall be by position in the department involved using inverse departmental seniority of those in the classification. For purposes of this article, a position is defined as an individual job title.
3. Employees affected by the reduction may bump a less senior employee within the chapter for which the bumping employee meets established qualifications.
4. After being laid off from their current chapter, an employee may within another chapter exercise seniority rights that have previously been earned in that chapter.
5. It is expressly understood that no part-time employee who is the subject of any layoff may bump a full-time employee unless he/she will assume the full-time position vacated by the employee to be bumped.

The term "qualified" as used in this article means that an employee is currently qualified to assume and perform the essential duties of the position he or she is bumping into. Nothing contained herein shall require the County to qualify employees for positions that they are not qualified for at the time of a layoff.

While on layoff, employees shall be responsible for keeping a current address and telephone number on file with the Personnel Office. The employer shall provide laid off employees with notices of job openings for which they may be able to exercise posting rights as provided for in Article VII.

Section 8.02 Recall of Laid Off Employees

Should a position that has been eliminated be re-created within eighteen (18) calendar months, the employee who was laid off from that position shall have an exclusive one time right to be recalled to the position. Should there be more than one position in a classification laid off, this right shall be granted on the basis of departmental seniority. Any employee who quits or fails to report within fourteen (14) days after receiving the Notice of Recall shall lose any prior seniority rights. The Notice of Recall for any employee who has been laid off shall be sent by certified mail to the last known address of the employee. Employees on layoff shall forward any change of address to the Personnel Office.

**ARTICLE IX - JURY DUTY**

Section 9.01 Jury Duty Benefit

When an employee is required to serve on jury duty they will be given the time off without loss of pay and benefits, provided:

- A. The jury duty fees received, less the mileage reimbursement, are turned over to the employing department; and
- B. The employee shall report to work and/or return to work when not required to be present in court for jury duty with an appropriate time allowance for driving and clothes change.

The employer may request verification from the Clerk of Courts regarding the dismissal time of jurors.

Section 9.02 Basis of Benefit Calculation

For purposes of this article, the amount of supplemental pay and benefits to which the employee is entitled shall be based upon the hours the employee was scheduled to work on the day the jury duty was performed. In the event the employee was scheduled to work on the day the jury duty was performed, but did not have a regular work schedule defined for that day, the amount of supplemental pay and benefits to which the employee is entitled shall be based upon a daily average of the hours the employee has been paid during the previous thirteen pay periods of employment.



## **ARTICLE X - FUNERAL LEAVE**

### **Section 10.01 Funeral Leave Benefit**

In the event of a death of a member of the employee's immediate family, he/she shall receive three (3) days leave with pay at his/her regular rate of pay. Immediate family shall be defined as husband, wife, mother, father, step-parents, children, stepchildren, sister, brother, grandparents, mother-in-law, father-in-law, son-in-law, daughter-in-law, and grandchildren. In the event of a death of an employee's brother-in-law or sister-in-law, he/she shall receive one (1) day leave with pay at their regular rate of pay.

### **Section 10.02 Additional Leave of Absence**

Additional time off may be applied for as a leave of absence.

### **Section 10.03 Pallbearer Service**

Employees will be allowed the necessary time off on the day of the funeral, with pay, to serve as a pallbearer. The employee shall notify the department head one (1) day prior to the funeral of his/her pending absence.

### **Section 10.04 Funeral Leave During Probation**

During the first six (6) months of probation, employees are eligible for a total of two (2) days funeral leave, not necessarily consecutive, for immediate family as defined in section 10.01.

### **Section 10.05 Basis of Benefit Calculation**

For purposes of this article, the amount of funeral leave to which the employee is entitled shall be based upon the hours the employee was scheduled to work on the day the funeral leave was taken. In the event the employee was scheduled to work on the day the funeral leave was taken, but did not have a regular work schedule defined for that day, the amount of supplemental pay and benefits to which the employee is entitled shall be based upon a daily average of the hours the employee has been paid during the previous thirteen (13) pay periods of employment.

## **ARTICLE XI - SICK LEAVE**

### **Section 11.01 Definition of Sick Leave**

Sick leave shall be considered to be an excused absence from work with pay due to illness or injury that occurs outside of the employment of the County and not covered by the Worker's Compensation Act.

### **Section 11.02 Accrual Rate and Maximum Accrual**

Employees shall accumulate sick leave as follows:

- A. All regular full-time, regular part-time and regular seasonal employees shall earn sick leave at the rate of one (1) day of each month of employment;
- B. Unused sick leave shall carry over and be added to the next year's accumulation until a maximum of one-hundred and twenty (120) days of unused sick leave has accumulated;
- C. Sick leave for regular part-time employees and regular seasonal employees shall be computed on a prorated basis.

#### Section 11.03 Sick Leave Payout on Retirement

Upon retirement, forced retirement due to disability or in the event of death, the employee or his/her estate shall receive one lump sum payment for one-half (1/2) of the remaining unused sick leave in the employee's account, not to exceed a total of forty-five (45) days.

In lieu of the above lump sum payment, employees may elect to have up to 67% of their accumulated sick leave cash equivalent applied towards the payment of health insurance premiums.

Employees who have accrued the maximum allowable number of sick leave days, and who have not used more than ten (10) hours of sick leave in the previous twelve months are allowed an additional 2.4 days bonus payout of accumulated sick leave cash equivalent applied towards the payment of health insurance premiums. This calculation shall be based on the employee's benefit anniversary date. Use of sick leave in subsequent years in excess of ten hours shall not result in the loss of bonuses previously earned. The employer shall provide employees with an annual statement of their sick leave account and payout options.

In the event of the death of the employee before the cash payment equivalent is exhausted, the remaining portion shall be paid to the estate of the employee, or used to purchase continuing health insurance protection, at the family's option.

#### Section 11.04 Balancing of Sick Leave Account

Effective 1-1-99, employees having reached the maximum sick leave accumulation limit shall have their account balanced according to the days used and earned in their benefit anniversary year. Any employee hired prior to 1-1-99 who is adversely affected by calculations based on their anniversary year shall be re-calculated based on a calendar year.

#### Section 11.05 Notification Requirements

In order to qualify for such sick leave, an employee must report that he/she is sick, not later than one half (1/2) hour before the earliest time for which he/she is to report to work. In the event an employee becomes sick during the working hours, he/she shall notify his/her supervisor before leaving work. Employees may use sick leave for minor children up to age eighteen (18). Employees may use sick leave for dependent handicapped children and for spouse's illness with a doctor's statement.

#### Section 11.06 Basis of Benefit Calculation

Employees shall be paid while on sick leave at a rate equal to the number of daily hours established for their position, excluding overtime and shift differential pay except for employees regularly employed on a shift which requires shift differential pay.

For purposes of this article, the amount of sick leave to which the employee is entitled shall be based upon the hours the employee was scheduled to work on the day the sick leave was taken. In the event the employee was scheduled to work on the day the sick leave was taken, but did not have a regular work schedule defined for that day, the amount of supplemental pay and benefits to which the employee is entitled shall be based upon a daily average of the hours the employee has been paid during the previous thirteen (13) pay periods of employment.

#### Section 11.07 Proof of Illness

Each employee on sick leave is subject to a visit by a County representative. A doctor's statement of illness may be requested for the third consecutive day of illness and if requested, must be furnished before sick leave is paid.

#### Section 11.08 Discipline for Sick Leave Abuse

Any employee who is found to have violated any sick leave regulation is subject to discipline by the Employer.

#### Section 11.09 Prior Notification of Extended Sick Leave Absence

Employees who have reason to anticipate the use of sick leave such as elective surgery, shall whenever possible, give at least two (2) week's notice. Such notice shall give an estimated length of absence from duty.

#### Section 11.10 Accrual of Seniority While on Sick Leave

Seniority shall continue to accrue during a sick leave absence due to illness or injury.

## ARTICLE XII - LEAVES OF ABSENCE

This article shall only govern those leaves of absence which are not medically related or which do not meet the statutory definitions of leaves under the state and federal Family and Medical Leave Acts.

For purposes of this article, the term "Department Head" shall be defined as the Polk County Highway Commissioner, the Administrator of Golden Age Manor, the Director of Social Services, or any other Department Head of the County.

### Section 12.01 Request for LOA

Applications for a leave of absence for personal reasons shall be made to the employee's department head. The department head may grant a leave of absence for thirty (30) days or less. Leaves of more than such time must be brought before the appropriate governing committee. Leaves of absence will not be unreasonably withheld.

### Section 12.02 Pay and Benefits During LOA

All leaves of absence shall be without pay. No fringe benefits shall be earned during a leave of absence. No leave of absence shall be granted to seek other employment.

### Section 12.03 Seniority During LOA

Seniority shall continue to accrue throughout the leave of absence up to twelve (12) consecutive weeks. Leaves of absence of more than twelve (12) consecutive weeks shall not count toward seniority. Individuals on a leave of absence for five (5) days or less per anniversary year will not be prorated for sick leave, vacation or insurance.

### Section 12.04 Military LOA

Annual military leave with pay will be granted as follows: A differential between the employee's regular and military pay. Such military leave shall be for no more than fifteen (15) days per year, based upon actual military orders. It shall be the duty of the employee on such leave to furnish the County Clerk satisfactory evidence showing the length of military leave and military pay during such leave. Seniority shall accrue throughout military leave.

For purposes of this section, the amount of supplemental pay and benefits to which the employee is entitled shall be based upon the hours the employee was scheduled to work on the day the military leave was taken. In the event the employee was scheduled to work on the day the military leave was taken, but did not have a regular work schedule defined for that day, the amount of supplemental pay and benefits to which the employee is entitled shall be based upon a daily average of the hours the employee has been paid during the previous thirteen (13) pay periods of employment.

### Section 12.05 Payment of Health Insurance While on LOA

Employees shall make their own arrangements in advance for payment of health and surgical insurance for any full calendar month they are on leave of absence.

### **ARTICLE XIII - FAMILY AND MEDICAL LEAVES OF ABSENCE**

This article shall only govern those leaves of absence which are medically related or which meet the statutory definitions of leaves under the state and federal Family and Medical Leave Acts.

For purposes of this article, the term "Department Head" shall be defined as the Polk County Highway Commissioner, the Administrator of Golden Age Manor, the Director of Social Services, or any other Department Head of the County.

#### **Section 13.01 Request for Medical LOA**

Applications for a leave of absence for family or medical reasons shall be made to the department head of the various units. Employees shall be granted a leave of absence without pay for a period of up to two (2) years for serious illness or injury after the employee has exhausted accrued sick leave and vacation benefits. No fringe benefits shall be earned during such leave of absence. The department head may grant a leave of absence for up to twelve weeks. Leaves of more than such time must be brought before the appropriate governing committee.

Leaves of absence will not be unreasonably withheld.

#### **Section 13.02 Seniority During Medical LOA**

Seniority shall continue to accrue throughout the leave of absence up to twelve (12) consecutive weeks. Leaves of absence of more than twelve (12) consecutive weeks shall not count toward seniority. Individuals on a leave of absence for five (5) days or less per anniversary year will not be prorated for sick leave, vacation or insurance.

Employees shall make their own arrangements in advance for payment of health and surgical insurance for any full calendar month they are on leave of absence.

#### **Section 13.03 Notice of Intent/Reports to Employer**

Employees shall, as soon as possible, furnish the Employer with notice of their intent to use leave for family or medical purposes. For absences of three or more consecutive days, employees may be required to provide certification from their physician. Upon request of the Employer, they shall furnish like information every thirty (30) to forty-five (45) days. Employees may be required to obtain return to work permission from their physician.

Employees may elect to use accumulated sick leave or vacation benefits during leaves of absence for family or medical reasons.

## **ARTICLE XIV - WORKER'S COMPENSATION BENEFITS**

### **Section 14.01 Supplemental Worker's Compensation Pay**

In the event an employee is injured on the job and as a result of such injury receives Worker's Compensation disability pay, it is agreed that such employee shall suffer no loss in wages for that period of time while disability paychecks are being received. The County agrees to pay the employee's full net salary (after taxes) for the period of time the employee is receiving temporary partial or temporary total disability paychecks for a period of time not to exceed the equivalent of six (6) months total pay. In order to be able to receive this supplemental worker's compensation pay, the employee must turn over all worker's compensation payments for lost work time to the employer.

In calculating the supplemental worker's compensation pay provided for in this section, the employer shall not be required to make the employee whole for any reduction in worker's compensation benefits pursuant to Chapter 102.58, Wis. Statutes. This provision shall not adversely affect the accrual of fringe benefits except as otherwise provided for in this contract.

By way of example:

100% of W/C regular contribution -15% penalty = the W/C adjusted contribution towards the employee's net pay.

Employee's regular net pay- 100% of W/C regular contribution = employer's net contribution towards the employee's net pay.

### **Section 14.02 Disputed Claims Procedure**

In the event a claim is contested, full net pay to the employee will be held up until an award is made by the Industrial Relations Commission, at which time the employee will be paid in one lump sum an amount equal to his/her full net salary as spelled out in Section 1 above. In no event will the total amount paid an employee by both the disability paycheck and Employer's share be more than his/her full net salary based on the normal work day and work week.

## **ARTICLE XV - WISCONSIN RETIREMENT**

### **Section 15.01 County Payment of Employee Contribution**

The County, following the probationary period of employment, agrees to pay the employee's contribution to the Wisconsin Retirement Fund plan in an amount up to 6.4% of their actual earnings. Employees successfully completing their probationary employment shall be reimbursed for their employee contributions paid during their probationary period.

## **ARTICLE XVI - HOLIDAYS**

### **REFER TO SUPPLEMENTAL AGREEMENTS**

## **ARTICLE XVII - VACATIONS**

### **Section 17.01 Accrual Rate of Vacation Benefit**

Effective January 1, 1976, employees shall earn paid vacations according to the following schedule:

- A. Employees shall receive one (1) week vacation with pay for one (1) year of service;
- B. Employees shall receive two (2) weeks of vacation with pay for two (2) years of service;
- C. Employees shall receive three (3) weeks of vacation with pay for eight (8) years of service;
- D. Employees shall receive four (4) weeks of vacation with pay for fifteen (15) years of service.

### **Section 17.02 Payment of Vacation Benefit Upon Retirement/Termination**

Except as provided in Section 12.02, the County agrees to pay all accrued vacation benefits, including the current year's benefits, on retirement and/or termination of employment.

### **Section 17.03 Use of Accrued Vacation/Forfeiture for Non-Use**

Upon completion of the initial probationary period, employees will be allowed to take their earned vacations on a prorated basis. Vacations must be taken in the anniversary year following the year in which it is earned or be forfeited, except that employees may elect to carry over up to one-half (1/2) of that vacation credit in the next anniversary year. Any vacation carried over must be taken in the carry-over year or be forfeited.

### **Section 17.04 LOA in Addition to Vacation**

Employees will be granted a leave of absence consecutive to their earned vacation as follows:

- A. Employees eligible for one (1) week of vacation will be eligible for one (1) week leave of absence;
- B. Employees eligible for two (2) weeks of vacation with pay will be eligible for two (2) weeks of leave of absence;
- C. Employees eligible for three (3) weeks of vacation with pay will be eligible for three (3) weeks of leave of absence;
- D. Employees eligible for four (4) weeks of vacation with pay will be eligible for four (4) weeks of leave of absence.

Section 17.05 Scheduling and Prior Approval

All vacations must be approved with advance notice by the department head, Director, Administrator or Commissioner respectively. In the event conflicting dates occur for employees requesting vacation, seniority will determine which employee shall have the first choice.

Section 17.06 Hold Harmless Provision

All employees employed on December 31, 1974, who have accumulated in excess of the vacation schedule listed in Section 1 herein shall continue to have vacation periods granted according to their present accumulation.

**ARTICLE XVIII EMPLOYEE DEFINITION**

Section 18.01 Regular Full-Time Employees

(Class I) An employee who is scheduled to work the full hourly work day and work week in a permanent position.

Section 18.02 Regular Part-Time Employees

(Class II) An employee who is scheduled to work 1,020 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.



Section 18.03 Limited Part-Time Employees

(Class III) An employee who is scheduled to work less than 1,020 annual hours in a permanent position. This employee is not entitled to any fringe benefits granted by this Agreement except participation in the Wisconsin Retirement Fund if they work a minimum of 600 annually scheduled hours. The Employer shall not employ limited part-time employees in positions that reasonably should require regular part-time or regular full-time employees.

Section 18.04 Limited Term Employees

(Class IV) At no time will limited term employees be employed to avoid hiring regular full-time, regular part-time or limited part-time employees. This employee is not entitled to any fringe benefits. If the limited term position becomes a full time position, the County will grant the employee seniority retroactive to the original date of LTE hire. Sick leave, longevity, vacation benefits, and placement on the salary schedule will be determined retroactive to the original date of LTE hire.

Section 18.05 Hold Harmless Provision

Any employee employed through December 31, 1974, who is receiving benefits for hours less than those set forth in this article shall continue to receive those benefits as set forth in their 1974 Agreement until their employment with Polk County terminates or unless they should otherwise mutually agree.

**ARTICLE XX - OVERTIME / ON CALL PAY**

Section 20.01 Definition of Overtime

(REFER TO SUPPLEMENTAL AGREEMENTS)

Section 20.02 Time Worked for OT Calculation

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

Section 20.03 No Layoff Provision

There will be no layoff during any work day or work week to avoid the payment of overtime pay.

Section 20.06 Mandatory Overtime

It is understood that all employees will, when requested, work overtime.

**ARTICLE XXI - MINIMUM CALL-IN PAY**

REFER TO SUPPLEMENTAL AGREEMENTS

**ARTICLE XXII - INSURANCE**

Section 22.01 Employer/Employee Contribution

For employees choosing family health insurance coverage, the employer agrees to contribute ninety percent (90%) of the cost of such coverage.

For employees choosing single health insurance coverage, the employer agrees to contribute ninety percent (90%) of the cost of such coverage.

Part-time employees entitled to health insurance benefits as are set forth in Article XVIII will receive full insurance benefits, but premiums will be prorated on the amount of time paid during the pay periods in the previous month for payment on the portion of the contributions made by the County.

A union-management committee shall be formed during the life of this agreement to study cost-containment measures. The Union will name a member to the committee from each bargaining unit. The County will name four (or less) members to the committee. If cost-containment measures can be determined and agreed upon, they shall be implemented.

Section 22.02 Enrollment Requirements

Employees who are eligible will be covered under the County health and surgical insurance policy provided they make application for this insurance within the first thirty-one (31) days of initial eligibility or within thirty-one (31) days of their initial attainment of full time status. It shall be the responsibility of the Employer to notify the employee of the application requirements within five (5) days of eligibility. Eligible employees who do not make application for this insurance within thirty one (31) days of employment shall be subject to late enrollment provisions as described in the Polk County Employee Health Benefit Plan booklet. Coverage dates will be administered as per the Polk County Employee Health Benefit Plan booklet.

Section 22.03 Change of Carrier

The County may change its insurance carrier or self fund its health insurance program, provided the level of benefits is substantially equivalent to or better than that provided on June 1, 1995.

Section 22.04 Dental Insurance

The County shall provide for dental check-off for the employee for a full family or single coverage dental plan, at the employee's option. The employee shall pay the full premium.

Section 22.05 Vision Insurance

The County shall provide for vision check-off for the employee for a full family or single coverage vision plan, at the employee's option. The employee shall pay the full premium.

Section 22.06 Group Life Insurance

The County shall pay the Employer's and the employee's share of the Wisconsin State Group Life Insurance program available for eligible employees.

Section 22.07 Other Health Insurance Plans

In addition, the County may make other insurance plans available to employees for their participation on a voluntary basis. No action on the part of the county in this regard shall be construed as creating an obligation to provide such plans in any future years.

**ARTICLE XXIII - MILEAGE**

Section 23.01 Reimbursement Rates/Requirements

For 1999, employees shall be paid monthly mileage compensation for traveling in the line of duty at the rate of thirty (30) cents per mile for all miles traveled.

For 2000, employees shall be paid monthly mileage compensation for traveling in the line of duty at the rate of thirty one (31) cents per mile for all miles traveled.

For 2001, employees shall be paid monthly mileage compensation for traveling in the line of duty at the rate established by the Federal Government (IRS) for all miles traveled.

In the event the Polk County Board of Supervisors increases this amount of compensation during the life of this Agreement, the increased compensation shall be available to all employees covered by this Agreement as of the date the County Board resolution becomes effective.

Employees seeking reimbursement for mileage expenses shall have a valid drivers license and shall provide proof of insurance upon request within a reasonable time.

## **ARTICLE XXIV - PAY PERIOD**

### **Section 24.01 Definition of Pay Period**

Employees shall be paid every two (2) weeks.

## **ARTICLE XXV - MISCELLANEOUS PROVISIONS**

### **Section 25.01 Physical Examinations**

If required by the County, as a condition of employment, an applicant for employment with the County must satisfactorily pass a complete physical examination before being accepted for employment. The cost of the physical examination shall be assumed by the County up to a maximum of \$31.00; or the County will pay for all costs if the employee goes to a doctor of the County's choice. The County shall furnish a list of doctors from which the applicant shall select one to conduct the examination.

If an annual physical examination is a condition of employment, the County shall assume the cost of said annual physical examination, to a maximum of sixteen dollars (\$16.00) per employee per year. If any lab work is required by the Employer as part of said annual physical examination, the County shall pay up to a maximum of nine dollars (\$9.00) per year per employee, provided, however, that the employee must submit the charges for lab work to his/her health insurance carrier first, and the County will pay the portion not covered by insurance up to said maximum of nine dollars (\$9.00).

### **Section 25.02 Addition of Duties and Responsibilities**

In the event a new position is created or in the event additional duties and responsibilities are added to a particular existing job classification, the Employer shall notify the Union before posting the position or adding responsibilities or duties. The parties to this Agreement shall jointly negotiate a rate for the position. The Social Services Department shall be subject to the Merit System Regulation.

### **Section 25.03 Exchange of Shifts**

Regular full-time employees may exchange days with other regular full-time employees with prior approval of the Department Head, Director, Administrator, or Commissioner.

### **Section 25.04 Unemployment Compensation**

All employees are subject to the Unemployment Compensation laws for the State of Wisconsin.

Section 25.05 VDT Committee

The County and the Union agree to create a Video Display Terminal Committee for the purpose of developing standards on the working environment for operators. Members of the committee will be selected by the County and the Union.

**ARTICLE XXVI - LONGEVITY PAY**

Section 26.01 Longevity Rates

Longevity pay, in addition to the employee's regular salary, will be paid as follows for continuous service for Polk County:

Hourly Employees:

- A. After five (5) years of service, each employee will receive 3.39 cents per hour in longevity pay;
- B. After ten (10) years of service, each employee will receive 6.77 cents per hour in longevity pay;
- C. After fifteen (15) years of service, each employee will receive 10.16 cents per hour in longevity pay;
- D. After twenty (20) years of service, each employee will receive 13.54 cents per hour in longevity pay.

Section 26.02 Method of Payment

All longevity payments shall be paid bi-weekly as part of the employee's regular payroll check.

**ARTICLE XXVII - DISCIPLINE - DISCHARGE**

Section 27.01 Employer Authority

The parties recognize the authority of the Employer to discipline, discharge, or take other appropriate disciplinary action against employees for just cause.

### Section 27.02 Progressive Sequence

The following shall be sequence of disciplinary action:

- A. Oral or written reprimand;
- B. Suspension;
- C. Discharge.

The above sequence of disciplinary action need not apply in cases where the infraction is considered just cause for immediate discharge.

When an employee is facing disciplinary suspension, the employee, upon agreement of both the union and the employer, shall have an opportunity to exercise the following option in lieu of the suspension:

- 1) The employee will be given one day off with pay to draft a plan of corrective action.
- 2) Such plan of action must be mutually agreed to by the employee, employer, and union; and must be fully implemented within 30 - 90 days.
- 3) An employee choosing this option will be assigned a "mentor" by the union. Such "mentors" shall provide guidance to the employee in complying with the terms of the corrective plan. Mentors will be obligated to maintain confidentiality with the employee and shall not be required to testify at any hearing between the parties involving matters relevant to their role as mentor.

### Section 27.03 Appeal

Any employee who alleges that such action was not based on just cause may appeal at any step in the above sequence. Said employee shall be entitled to the presence of a designated grievance representative at any investigatory interview (including informal counseling) if he/she requests one and if the employee has reasonable grounds to believe that the interview will be action to support disciplinary action against him/her.

### Section 27.04 Records

If any disciplinary action is taken against an employee, both the employee and the Union will receive copies of this disciplinary action.

## **ARTICLE XXVIII - TERMINATION OF EMPLOYMENT**

### **Section 28.01 Employer Notice**

Two (2) week's notice or two (2) week's pay in lieu thereof will be given employees terminated after completion of their probationary period.

### **Section 28.02 Employee Notice**

Employees will give two (2) week's notice of their intent to terminate employment with Employer. Employees who fail to do so will be penalized by loss of accrued vacation pay. However, should exceptional circumstances occur, this penalty would be waived.

### **Section 28.03 Waiver of Notice**

Two (2) week's notice on the part of the Employer shall not apply in cases which are cause for immediate suspension or dismissal.

## **ARTICLE IXXX - NO STRIKE AGREEMENT**

### **Section 29.01 Strike Prohibited**

Neither the Union nor any of its officers, agents or County employees will instigate, promote, sponsor, engage in, or condone any strike, picketing, slowdown, concerted work stoppage, or any other intentional interruption of work during the term of this Agreement.

## **ARTICLE XXX - UNION ACTIVITY**

### **Section 30.01 Bulletin Boards**

The County agrees to provide bulletin board space for the Union's use. The bulletin boards are to be used by the Union for notices only of the following: Union meetings, Union elections, Union appointments, Union recreational and social events, Unemployment Compensation information and other materials of non-political, non-controversial nature.

### **Section 30.02 Union Business**

Except as otherwise herein expressly permitted or agreed to by the County, Union business shall be transacted outside of the normal working hours. Grievances may be processed by an employee during normal working hours on County property, provided he/she has the consent of his/her supervisor. In processing grievances, permission must be received from the immediate supervisor before an employee shall leave a work area to conduct Union business. The County reserves the right to exclude such meetings from any and all work areas on County property. Such meetings shall not interfere with the orderly and efficient operation of County business. The Union Grievance Committee shall consist of three (3) members for each chapter.

## **ARTICLE XXXI - ENTIRE MEMORANDUM OF AGREEMENT**

### **Section 31.01 Entire Agreement**

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 31.02 Separability and Savings

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 XXXII - DURATION**

Section 32.01 Term

This Agreement shall become effective January 1, 1999, and shall continue in effect through December 31, 2001, 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, 2001.

Section 32.02 Bargaining Procedures :

Step 1. On or before June 1, 2001, 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 JOINT COUNCIL OF  
UNIONS, LOCAL 774 AFSCME, AFL-CIO:

\_\_\_\_\_  
Chairman, County Board      Date      President      Date

\_\_\_\_\_  
Personnel Committee      Date      Vice-President      Date

\_\_\_\_\_  
Personnel Committee      Date

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Personnel Committee                      Date