

SUPPLEMENTAL LABOR AGREEMENT

between

POLK COUNTY WISCONSIN

and

POLK COUNTY

LOCAL 774D

GOLDEN AGE MANOR CHAPTER

AFSCME, AFL-CIO

2009-2011

**LOCAL 774D SUPPLEMENTAL AGREEMENT
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ARTICLE 1D - UNION MANAGEMENT RELATIONS

Section 1D.01 Bargaining Procedures

A maximum of five (5) employees shall be compensated by the Employer at straight time for attending bargaining and negotiation sessions specific to Golden Age Manor, which occur during working hours. A maximum of two (2) employees shall be compensated by the Employer at straight time for attending bargaining and negotiation sessions for the entire Local, 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. 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 each of two consecutive shifts.

ARTICLE 4D - GRIEVANCE AND ARBITRATION PROCEDURE

Section 4D.06 Steps in Procedure

The following steps shall apply:

Step 1. Any aggrieved employee shall first consult with the Union Representative. Except in unusual circumstances, the aggrieved employee shall continue to perform their assigned tasks and shall grieve the matter outside working hours.

Step 2. The employee and the Union Representative shall explain his/her grievance to his/her Department Head in writing no later than five (5) working days after he/she knew of or should have known of the cause of such grievance. The Department Head shall, within two (2) working days, inform the employee and the Union Representative in writing of his/her decision.

Step 3. If the grievance is not settled at the second step, the employee and/or his/her Union Representative shall prepare a written grievance and present it to the Administrator within five (5) working days. The Administrator shall meet with the employee and the Union Representative to discuss the grievance. The Administrator shall submit a written decision to the employee and the Union Representative within five (5) working days following said meeting.

Step 4. If the grievance is not settled at Step 3, the employee and his or her Union Representative shall present the written grievance to the Human Resources Director within seven (7) working days. The Human Resources Director shall meet with the employee and the Union Representative and/or involved parties to discuss the grievance. The Human Resources Director shall submit a written decision to the employee and the Union Representative within five (5) working days following said meeting.

Step 5. If the grievance is not settled at the fourth step, the employee or his/her Union Representative may appeal the written grievance to the Golden Age Manor Board of Trustees within five (5) working days after receipt of the written decision of the Human Resources Director. The Board of Trustees shall discuss the grievance with the Human Resources Director and the Administrator. The Board of Trustees shall discuss the grievance with the employee and the Union Representative. Following said conference, the Board of Trustees shall respond within ten (10) working days in writing.

Step 6. If the grievance is not settled at the fifth 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 Board of Trustees. The Personnel Committee shall discuss the grievance with the Human Resources Director and the Administrator. The Personnel Committee shall discuss the grievance with the employee and the Union Representative. Following said conference, the Personnel Committee shall respond within ten (10) working days in writing.

ARTICLE 5D - SENIORITY

Section 5D.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 employee's most recent date of hire. Emergency, Seasonal, Casual, Limited Term employees do not accrue seniority.

Section 5D.07 Assignment of Duties

Seniority will not be the deciding factor within departments of the Golden Age Manor with regard to patient care. An employee cannot refuse to care for or perform a certain job when the supervisor or administrator designates that employee to perform the same. If in the judgment of the supervisor or administrator, an employee is not qualified or is not capable of performing the task, he/she may be replaced by another qualified employee within that department. Qualifications shall be subject to the provisions of Article 4.

Section 5D.08 Replacement Call-In

Employees of the Golden Age Manor shall be called in for replacement duty in order of their seniority. This provision may be waived in the event there is less than twenty-four (24) hours notification of an absence to the Employer. In the event no employee in a classification accepts the additional hours, the least senior employee(s) shall be required to work the additional hours.

Section 5D.09 Seniority When Exchanging Shifts

In the event employees trade shifts, each employee will assume the seniority status of the person they are trading with for that shift.

ARTICLE 6D - PROBATION

Section 6D.01 Initial Probationary Period

Employees shall serve an initial probationary period of nine (9) calendar months. Only absences 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.

Section 6D.04 Performance Evaluation

After completing the first six (6) months of probation, and then yearly thereafter, the employer shall provide the employee with a performance evaluation and a corrective plan of action to address any deficiencies.

ARTICLE 7D - JOB POSTING

Section 7D.09 Departmental Preference

Within Golden Age Manor, first preference for a job posting shall be to applicants in the GAM department where the vacancy or new position exists. Then all other qualified nursing home employees will have preference.

Section 7D.10 Probationary Employees

Probationary employees shall be allowed to post for positions.

ARTICLE 8B-D – BASIS OF BENEFIT ACCRUALS AND USAGE

Employees entitled to benefits for Bereavement Leave and Floating Holidays shall receive pay prorated based on, and those entitled to health insurance benefits shall receive benefits based on, the employee's status as defined and reviewed under the terms of Article 18D, Section 18D.02.

ARTICLE 9D - JURY DUTY

Section 9D.03 First Shift Employees

Unless directed otherwise by the court, employees scheduled to work first shift (day shift) shall have the option of modifying their shift to 8:30 a.m. to 4:30 p.m. on days, which they are assigned jury duty.

ARTICLE 14D - WORKER'S COMPENSATION BENEFITS

Section 14D.03 Vacation and Sick Leave Accrual During Workers Compensation Leave

Employees shall accrue sick leave when on Worker's Compensation up to a maximum of the first 150 working hours lost. Vacation shall not be accrued while on Worker's Compensation.

ARTICLE 16D - HOLIDAYS

Section 16D.01 Definition of Holidays

Part-time employees of Golden Age Manor shall take President's Day in lieu of one of their floating holidays.

Section 16D.07 Christmas Day Scheduling

Employees of Golden Age Manor shall not be required to work consecutive Christmas Day Holidays, except for situations of Emergency Call In as outlined in Section 19D.03. Employees posting into a new position shall assume the Christmas Day Holiday schedule for that position.

Section 16D.09 Work Requirement for Part Time Employees

Employees of the Golden Age Manor will receive time off with pay on holidays designated for the Golden Age Manor if they are considered full-time employees or regular part time employees working full time hours as determined under Article 18D. The employees working less than full time shall be required to work the holiday and will be compensated at the same rate as full-time employees, which is double time or equivalent time off on another occasion, which will be the employee's choice within six (6) months. Requests for such saved holidays off must be made at least twenty-four (24) hours prior to usage.

ARTICLE 17D - VACATIONS

Section 17D.05 Scheduling

No more than one (1) full-time employee from any department shall be on vacation at any one time, except if permission is granted by a supervisor. Employees working less than thirty-seven and one-half (37 ½) hours per week and entitled to vacation benefits as are set forth in Article 28 of the master text of this Agreement will be awarded paid vacation on a prorated basis according to the average time paid per week.

Golden Age Manor employees must give the Department Head at least twenty-four (24) hours notice of his/her intention to take one (1) day of vacation. When Golden Age Manor employees desire to take more than one (1) day vacation at any given time, he/she must give the Department Head at least seven (7) days notice of his/her intent. This shall not apply to the inclement weather provision as set forth elsewhere in this agreement.

Employees on replacement duty will submit a vacation request to their supervisor twenty-four (24) hours prior to the day they may be scheduled to work. These vacation requests may be rescinded by the employee prior to usage with no penalty.

Section 17D.07 - Vacation Use for Inclement Weather Days

Employees unable to report for work due to extreme weather conditions may utilize earned but unused vacation credits or take the time off without pay, provided that the following conditions are met:

1. The employee has notified his/her supervisor of his/her inability to report for work at least one (1) hour after the employee's scheduled starting time; and
2. That before the end of the payroll period, the employee notifies the Department Head in writing that he/she elects to utilize vacation time in lieu of taking the time off without pay. If the absence occurs during the last day of the payroll period, the employee may notify the Department Head of his/her election on the employee's next scheduled working day.

ARTICLE 18D EMPLOYEE DEFINITION

Section 18D.01 Regular Full-Time Employees

1. Full-time employees will be evaluated after six months to ascertain whether they have accrued enough hours to maintain their status as full-time employees.
2. If at the six month review a full-time employee has not accrued enough hours, he/she shall be given a period of six (6) months to bring their hours up to full-time equivalent. The employee will be notified of such deficiencies by letter and the Union President and District Representative shall receive copies of the letter.
3. For the purpose of yearly review in #1 above, full-time employees are those who are on pay status or excused leave for 1950 hours in a year from anniversary date to anniversary date.
4. Pay status shall be defined as time worked, vacation, holidays, sick leave, time spent on worker's compensation from the first day of injury or the five Leave Of Absence (LOA) days given to full-time employees each anniversary date. The parties also agree that overtime hours can be counted as time worked toward pay status at the rate of one hour per hour of overtime worked.
5. Excused leave as used in #3 above shall include absences due to pregnancy, surgery or long-term illness for which employees shall provide a doctor's excuse.
6. In the event that a full-time employee, who received a notice of deficiency as given in #2 above, does not bring his/her hours up to the equivalent of full-time status within six (6) months, he/she shall be determined to be a part-time employee. The employee shall be notified of such change in employment status by letter and the Union President and District Representative shall receive copies of the letter.
7. In the event an employee who received notice in #2 above does not maintain hours equivalent to full time through the twelve (12) months immediately following the six (6) month period used in #2 above, the employee shall be determined to be a part-time employee. The employee shall be notified of such change in employment status by letter and the Union President and District Representative shall receive copies of the letter.
8. The full-time position(s) lost under this procedure shall be posted pursuant to ARTICLE 7. An employee who loses full-time status under this Agreement shall not have the opportunity to post to

on a full-time position until a period of twelve (12) months has elapsed from the drop to part-time status.

Section 18D.02 Regular Part-Time Employees

1. Regular part time employees will be evaluated every six (6) months to ascertain whether they have accrued enough hours to achieve or maintain their status as regular part time employees (1020 hours) for the past year.
2. If at the six month review a regular part time employee has not accrued enough hours, he/she shall be given a period of three (3) months to bring their hours equivalent to regular part time status. The employee will be notified of such deficiencies by letter and the Union President and District Representative shall receive copies of the letter.
3. For determining regular part time status, the following shall be counted: time worked, vacation, holidays, sick leave, and time spent on worker's compensation from the first day of injury.
4. In the event that a regular part time employee, who received a notice of deficiency as given in #2 above, does not bring his/her hours up to the equivalent of regular part time status within three (3) months, he/she shall be given a period of three (3) additional months to bring their hours equivalent to regular part time. The employee will be notified of such deficiencies by letter and the Union President and District Representative shall receive copies of the letter.
5. In the event that an employee who received notice in #4 above does not bring his/her hours up to the equivalent of regular part time status within the second three (3) month period, he/she shall be considered reduced to limited part time status.

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

Section 19D.01 Definition of Shift Length

The hours for full-time employees of the Golden Age Manor are seven and one-half (7-½) hours with an unpaid thirty (30) minute lunch period taken at such a time during the shift as not to be disruptive to patient needs or to the providing of required services. Each shift of six (6) hours or more shall include the meal period.

The hours for full-time CNA's of Golden Age Manor shall be seven and one-half (7 ½) hours per day with an unpaid thirty (30) minute lunch period taken at such a time during the shift as not to be disruptive to patient needs or to the providing of required services

Section 19D.02 Rest Periods

Employees working four (4) or more hours shall receive one (1) fifteen (15) minute rest period during their shift. Employees working seven and one-half (7 1/2) or more hours shall receive two (2) rest periods during their 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 19D.03 Emergency Call In

All employees shall be subject to call in by the Department Head outside of regular hours in periods of emergency to protect the County property, for health or for public safety, or in periods of emergency.

ARTICLE 20D - OVERTIME

Section 20D.01 Definition of Overtime

Overtime pay for Golden Age Manor employees shall be paid after seven and one-half (7 ½) consecutive hours and/or thirty-seven and one-half (37 ½) hours per week.

Overtime pay for CNA's shall be paid after seven and one-half (7 ½) consecutive hours and/or thirty-seven and one-half (37 ½) hours per week.

ARTICLE 21D - CALL-IN

Section 21D.01 Definition of Minimum Hours

Employees of Golden Age Manor who are regularly scheduled to work and who do report in person, and have not been telephoned, shall:

- A. If scheduled work is not available, be provided with four (4) hours or the actual number of hours worked, whichever is the greater. Pay for those hours worked shall be at the employee's current rate of pay.
- B. If the employee's scheduled work is available and the employee begins the shift, he/she shall be provided with seven and one-half (7 ½) hours work or the actual number of hours worked, whichever is greater.

Section 21D.02 Call In

Part-time employees at Golden Age Manor who are physically able will work on any day requested by the Employer.

No part-time employee who is physically able will refuse work on any day when asked in the event of an emergency. Continuous refusal to do so can be grounds for discipline.

Those employees called in to work on a shift which has already begun will receive seven and one-half (7 ½) hours of pay except where the shift requires a lesser number of hours in a day.

Section 21D.03 In-Service and Staff Meetings

Those employees on duty and required to attend in-service or staff meetings will be paid for actual time before or after their regular working hours with a minimum of one additional hour pay. Those employees

not on duty and required to attend and do so, shall have those hours considered as hours worked with a minimum of two (2) hours with pay which shall not be construed as overtime. This two (2) hour minimum shall also apply when the in-service is held two or more hours after the employee's shift ends.

ARTICLE 25D - MISCELLANEOUS PROVISIONS

Section 25D.06 Work out of Classification

Employees of Golden Age Manor will be classified by the job description in which they work the majority of their total hours.

Section 25D.07 Shift Differential

Any employee who works a majority of their hours on a shift for which differential is paid shall receive such differential for all hours worked.

ARTICLE 31D - ENTIRE MEMORANDUM OF AGREEMENT

Section 31D.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 31D.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.

APPENDIX D

Nurses Aides						
	1/1/2009	6/28/2009	1/1/2010	6/27/2010	1/1/2011	6/26/2011
Start	\$13.34	\$13.61	\$13.81	\$14.02	\$14.30	\$14.45
6 Months - Limited Base Pay	\$13.68	\$13.96	\$14.17	\$14.38	\$14.67	\$14.81
12 Months	\$14.02	\$14.30	\$14.52	\$14.74	\$15.03	\$15.18
18 Months	\$14.34	\$14.63	\$14.85	\$15.07	\$15.37	\$15.52
24 Months	\$14.67	\$14.96	\$15.19	\$15.41	\$15.72	\$15.88
30 Months	\$15.01	\$15.31	\$15.54	\$15.77	\$16.09	\$16.25
36 Months	\$15.35	\$15.65	\$15.89	\$16.13	\$16.45	\$16.61
42 Months	\$15.66	\$15.98	\$16.22	\$16.46	\$16.79	\$16.96
48 Months	\$16.02	\$16.34	\$16.58	\$16.83	\$17.17	\$17.34
54 Months	\$16.35	\$16.68	\$16.93	\$17.19	\$17.53	\$17.71
60+ Months	Lngvty	Lngvty	Lngvty	Lngvty	Lngvty	Lngvty

Nurses Aides Hired as of 1-1-04 Pay Scale						
	1/1/2009	6/28/2009	1/1/2010	6/27/2010	1/1/2011	6/26/2011
Start	\$11.94	\$12.18	\$12.36	\$12.54	\$12.79	\$12.92
6 Months - Limited Base Pay	\$12.23	\$12.47	\$12.66	\$12.85	\$13.10	\$13.24
12 Months	\$12.79	\$13.05	\$13.25	\$13.44	\$13.71	\$13.85
24 Months	\$13.80	\$14.08	\$14.29	\$14.50	\$14.79	\$14.94
36 Months	\$14.48	\$14.77	\$14.99	\$15.21	\$15.52	\$15.67
48 Months	\$15.13	\$15.43	\$15.66	\$15.90	\$16.22	\$16.38
60 Months	\$16.35	\$16.68	\$16.93	\$17.18	\$17.53	\$17.70
72+ Months	Lngvty	Lngvty	Lngvty	Lngvty	Lngvty	Lngvty

Treatment Aides						
	1/1/2009	6/28/2009	1/1/2010	6/27/2010	1/1/2011	6/26/2011
Start	\$13.40	\$13.67	\$13.88	\$14.08	\$14.37	\$14.51
6 Months - Limited Base Pay	\$13.74	\$14.02	\$14.23	\$14.44	\$14.73	\$14.88
12 Months	\$14.08	\$14.36	\$14.58	\$14.80	\$15.09	\$15.24
18 Months	\$14.40	\$14.69	\$14.91	\$15.13	\$15.43	\$15.59
24 Months	\$14.74	\$15.03	\$15.26	\$15.49	\$15.80	\$15.95
30 Months	\$15.09	\$15.39	\$15.62	\$15.86	\$16.17	\$16.34
36 Months	\$15.42	\$15.73	\$15.96	\$16.20	\$16.53	\$16.69
42 Months	\$15.75	\$16.06	\$16.30	\$16.55	\$16.88	\$17.05
48 Months	\$16.07	\$16.40	\$16.64	\$16.89	\$17.23	\$17.40
54 Months	\$16.41	\$16.74	\$16.99	\$17.25	\$17.59	\$17.77
60+ Months	Lngvty	Lngvty	Lngvty	Lngvty	Lngvty	Lngvty

Social Service Aide Transportation Aide						
	1/1/2009	6/28/2009	1/1/2010	6/27/2010	1/1/2011	6/26/2011
Start	\$13.85	\$14.12	\$14.34	\$14.55	\$14.84	\$14.99
6 Months - Limited Base Pay	\$14.19	\$14.47	\$14.69	\$14.91	\$15.21	\$15.36
12 Months	\$14.53	\$14.82	\$15.04	\$15.27	\$15.57	\$15.73
18 Months	\$14.84	\$15.14	\$15.37	\$15.60	\$15.91	\$16.07
24 Months	\$15.18	\$15.49	\$15.72	\$15.96	\$16.27	\$16.44
30 Months	\$15.52	\$15.83	\$16.07	\$16.31	\$16.64	\$16.80
36 Months	\$15.85	\$16.17	\$16.41	\$16.66	\$16.99	\$17.16
42 Months	\$16.18	\$16.50	\$16.75	\$17.00	\$17.34	\$17.51
48 Months	\$16.51	\$16.84	\$17.09	\$17.35	\$17.69	\$17.87
54 Months	\$16.85	\$17.18	\$17.44	\$17.70	\$18.06	\$18.24
60+ Months	Lngvty	Lngvty	Lngvty	Lngvty	Lngvty	Lngvty

Physical Therapy Aide						
	1/1/2009	6/28/2009	1/1/2010	6/27/2010	1/1/2011	6/26/2011
Start	\$15.58	\$15.89	\$16.13	\$16.37	\$16.70	\$16.87
6 Months - Limited Base Pay	\$15.92	\$16.24	\$16.48	\$16.73	\$17.07	\$17.24
12 Months	\$16.25	\$16.57	\$16.82	\$17.08	\$17.42	\$17.59
18 Months	\$16.57	\$16.90	\$17.15	\$17.41	\$17.76	\$17.93
24 Months	\$16.91	\$17.24	\$17.50	\$17.76	\$18.12	\$18.30
30 Months	\$17.25	\$17.59	\$17.85	\$18.12	\$18.48	\$18.67
36 Months	\$17.60	\$17.95	\$18.22	\$18.49	\$18.86	\$19.05
42 Months	\$17.92	\$18.28	\$18.56	\$18.84	\$19.21	\$19.40
48 Months	\$18.24	\$18.61	\$18.88	\$19.17	\$19.55	\$19.75
54 Months	\$18.58	\$18.95	\$19.24	\$19.53	\$19.92	\$20.11
60+ Months	Lngvty	Lngvty	Lngvty	Lngvty	Lngvty	Lngvty

Dietary Aides Housekeepers Laundry Aides						
	1/1/2009	6/28/2009	1/1/2010	6/27/2010	1/1/2011	6/26/2011
Start	\$10.18	\$10.38	\$10.54	\$10.70	\$10.91	\$11.02
Limited Base Pay	\$11.97	\$12.21	\$12.40	\$12.58	\$12.83	\$12.96
6 to 12 Months	\$12.18	\$12.43	\$12.61	\$12.80	\$13.06	\$13.19
Year 2	\$12.43	\$12.68	\$12.87	\$13.06	\$13.32	\$13.46
Year 3	\$12.71	\$12.97	\$13.16	\$13.36	\$13.62	\$13.76
Year 4	\$12.92	\$13.18	\$13.38	\$13.58	\$13.85	\$13.99
Year 5	\$13.16	\$13.42	\$13.62	\$13.83	\$14.10	\$14.24
Year 6+	Lngvty	Lngvty	Lngvty	Lngvty	Lngvty	Lngvty

ARTICLE 32D - DURATION

Section 32D.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 32D.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 774D
AFSCME, AFL-CIO:

Russell E. Arcand
Chair, Personnel Committee Date

Tom Foran 3-30-09
President Date