RESOLUTION 28-07

LABOR AGREEMENT WITH AFSCME LOCAL 774
2007-2008

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

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

WHEREAS, general wage adjustments, contract duration, and changes to the Polk County Health Insurance plan for each of the employee groups comprising AFSCME Local 774 were ratified in early December, 2006 and on December 12, 2006, the Polk County Board of Supervisors ratified the same, with implementation on or about January 1, 2007; and

WHEREAS, the Polk County Board of Supervisors agreed on December 12, 2006 to consider approval of the balance of the AFSCME Local 774 labor agreement upon completion of negotiations; and

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

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

BE IT FURTHER RESOLVED, that the Polk County Board of Supervisors does hereby ratify the AFSCME Local 774 Labor Agreement, including all sub-agreements as incorporated herein, for 2007-2008 incorporating the modifications as set forth in the attachment to this resolution in its entirety.

Submitted at the request of the Personnel Committee.

Funding Amount: N/A

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

Date Finance Committee Advised: **Effective Date: January 1, 2007**

Approved as to form: Jeffrey B. Fuge

Date Submitted to County Board 4/17/07

County Board Action Adopted

SUBMITTED BY THE PERSONNEL COMMITTEE:

Tom Nelson
Gerald H. Merrill
Patricia M. Schmidt
K.J. [illegible]

TENTATIVE SETTLEMENT
BETWEEN
POLK COUNTY
AND
POLK COUNTY JOINT COUNCIL
LOCAL 774, AFSCME, AFL-CIO
(MASTER AGREEMENT)

From February 28, 2007, Mediation Session

All tentative agreements (attached) plus:

3. **ARTICLE XVI – HOLIDAYS**

a. Section 16.01 Definition of Holidays
Amend third paragraph to read:

Employees shall be awarded such holidays on a calendar year basis. Floating holidays not taken during the calendar year in which they are awarded shall be forfeited. Beginning January 1, 2008, Employees shall be awarded such holidays on an anniversary year basis. Floating holidays not taken during the anniversary year in which they are awarded shall be forfeited. Holidays shall be prorated when the change from calendar to anniversary year occurs, so there shall be no loss of holiday time.

b. Section 16.01 Definition of Holidays
Delete entire fourth paragraph:

~~Employees who reach their 5th, 10th, 15th or 20th anniversary date shall receive a pro-rata number . . .~~

4. **ARTICLE XX – OVERTIME / ON CALL PAY**
Amend Section 20.02 to read:

Section 20.02 Time Worked for OT Calculation
Sick leave, vacation, bereavement, compensatory time, and holidays will be considered as time worked for the purpose of computing overtime pay.

5. **APPENDIX E**

a. Enter into attached Letter of Agreement to modify annual job study evaluation process.

c. Update job titles for Master Agreement and Chapters as applicable.

LETTER OF AGREEMENT

This Agreement is entered into by and between Polk County ("County") and Polk County Joint Council, Local 774, AFSCME, AFL-CIO ("Union").

The parties hereby agree and stipulate to the following:

1. Effective January 1, 2007, the parties agree to the following changes in the current job evaluation process:

    a. The process shall be done once a year in June instead of twice a year in April and October.

    b. The decision of the General Committee may be appealed back to the General Committee and the Appeals Committee shall be abolished. An appeal must be filed within five (5) working days of the General Committee's original decision. The General Committee shall issue a decision on the appeal within 30 days of the filing of the appeal.

2. During the term of the 2007-08 agreement, the parties agree to meet and confer regarding the terms of a new or revised job study evaluation process for implementation in 2009.

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

By: _____

_____

Personnel Committee Chair Date

ON BEHALF OF THE UNION
POLK COUNTY JOINT COUNCIL
LOCAL 774, AFSCME, AFL-CIO

By:

Date

LETTER OF AGREEMENT

This Agreement is entered into by and between Polk County ("County") and Polk County Joint Council, Local 774, AFSCME, AFL-CIO ("Union").

The parties hereby agree and stipulate to the following:

1. Employees shall be responsible for maintaining the CDL licenses required for their positions. An employee who fails to maintain the necessary license or who subsequently has his or her license suspended or revoked may be temporarily assigned to work in the department for which he/she is qualified at the sole discretion of the department head. The employee's pay during the period of reassignment shall be the regular pay for the work to which he/she has been assigned. If there is no work available for which the employee is qualified, the employee shall be laid off. No more than two (2) employees in Local 774A and no more than one (1) employee in Local 774B may be reassigned or laid off at any one time because they have lost their license. If more employees have lost their licenses, the most senior employee shall be reassigned and/or laid off and the less senior employee(s) shall be terminated. If an employee on reassignment or layoff has not regained his or her license within fourteen (14) months, the employee shall be terminated.

2. This Agreement shall be non-precedential for any and all purposes.

3. This Agreement shall be binding and effective as of the date of its execution by the parties and shall expire on December 31, 2008.

ON BEHALF OF THE COUNTY

By: _____

_____

Personnel Committee Chair Date

ON BEHALF OF THE UNION
POLK COUNTY JOINT COUNCIL
LOCAL 774, AFSCME, AFL-CIO

By:

Date

TENTATIVE AGREEMENTS
BETWEEN
POLK COUNTY
AND
POLK COUNTY JOINT COUNCIL
LOCAL 774, AFSCME, AFL-CIO
(MASTER AGREEMENT)

From November 2, 2006, Bargaining Session

County 4. **ARTICLE VIII – LAYOFF**

a. Designate this provision as Article VIII - A. Renumber contract provisions throughout.

County 5. **BASIS OF BENEFIT ACCRUAL AND USAGE**

a. Renumber this subsection as a new VIII – B.

c. Amend first sentence of third paragraph to read:

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

(NOTE: Initial implementation will be a seven (7) month look back.)

County 7. **ARTICLE XI – SICK LEAVE**

a. Section 11.02 Accrual Rate and Maximum Accrual

(1) Amend paragraph A as follows:

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

County 8. **ARTICLE XII – LEAVES OF ABSENCE**

a. Section 12.01 Request for LOA
Add second sentence from Section 12.02 to 12.01.

. . . Leaves of absence will not reasonably be withheld. No leave shall be granted to seek other employment.

County 10. **ARTICLE XVI – HOLIDAYS**

a. Section 16.01 Definition of Holidays
Amend for clarity as follows:

New hires after probation	one (1) floating holiday
Five (5) or more years of seniority	two (2) floating holidays
Ten (10) or more years of seniority	three (3) ~~additional~~ floating holidays
Fifteen (15) or more years of seniority	four (4) ~~additional~~ floating holidays
Twenty (20) or more years of seniority	five (5) ~~additional~~ floating holidays

e. Section 16.06 Regular Part-time Employee Holiday Pay Allowance
Amend so six month look-back months do not occur on quarter close months:

Regular Part-time employees entitled to Holiday benefits shall receive Holiday pay (including Floating Holidays) prorated based on the average amount of time paid in the six months previous to ~~March 31~~ April 30 and ~~September 30~~ October 31. Once established on these dates, the amount of hours paid for a Holiday will remain the same for the future six-month period when it will be re-evaluated.

(NOTE: Initial implementation will be a seven (7) month look back.)

County 11. **ARTICLE XVII – VACATIONS**

b. Section 17.02 Payment of Vacation Benefit Upon Retirement/Termination
Correct reference to "Section 12.02" to "Section 28.02."

County 14. **ARTICLE XXII – INSURANCE**

b. Section 22.01 Employer/Employee Contribution
Amend second paragraph so six month look-back months do not occur on quarter close months:

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

(NOTE: Initial implementation will be a seven (7) month look back.)

County 16. **ARTICLE XXVI – LONGEVITY PAY**

Section 26.01 Longevity Rates.
Amend to reflect March 1, 2005 side letter of Agreement:

* * *

A. After five (5) years of service, each employee will receive ~~3.39~~ four (4) cents ($0.04) per hour in longevity pay.

B. After ten (10) years of service, each employee will receive ~~6.77~~ seven (7) cents ($0.07) per hour in longevity pay.

C. After fifteen (15) years of service, each employee will receive ~~10.16~~ eleven (11) cents ($0.11) per hour in longevity pay.

D. After twenty (20) years of service, each employee will receive ~~13.54~~ fourteen (14) cents ($0.14) per hour in longevity pay.

TENTATIVE AGREEMENTS
BETWEEN
POLK COUNTY
AND
POLK COUNTY JOINT COUNCIL
LOCAL 774, AFSCME, AFL-CIO
(MASTER AGREEMENT)

From November 17, 2006, Bargaining Session

County 1. **ARTICLE IV, GRIEVANCE AND ARBITRATION PROCEDURE**

Section 4.07 Arbitration
Amend Paragraph 2 to read:

Either party shall request the Wisconsin Employment Relations Commission (WERC) to ~~appoint a sole arbitrator from their staff~~ provide a panel of five (5) arbitrators from which the parties may strike unless the parties can mutually agree to ~~an arbitrator~~ submit the names of three arbitrators to the WERC, from which the WERC will be requested to make the appointment. The ~~party who files the grievance shall strike first~~ parties shall have the opportunity to strike first from the panel on an alternating basis.

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

County 2. **ARTICLE V – SENIORITY**

Section 5.04 Termination of Seniority
Amend as follows:

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

* * *

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

County 4. **ARTICLE VIII – LAYOFF**

b. Section 8.02 Recall of Laid Off Employees. Amend to read:

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 into the position. Should there be more than one employee ~~position~~ in a position ~~classification~~ laid off, this right shall be granted on the basis of departmental seniority.

County 9. **ARTICLE XIII – FAMILY AND MEDICAL LEAVES OF ABSENCE**

a. Section 13.01 Request for Medical LOA
Amend first sentence to read:

Applications for a leave of absence for family or medical reasons shall be made to the Department Head or designee of the various units or Human Resources.

c. Section 13.03 Notice of Intent/Reports to Employer
Amend last sentence as follows:

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

d. Add a new section to read:

Section 13.04, State and Federal Family and Medical Leave.
Family and Medical Leave shall be provided pursuant to State and Federal law. If a difference exists between the contract provisions and applicable State or Federal law, State or Federal law shall prevail. Disputes over the interpretation of family or medical leave law provisions shall be resolved through the appropriate State and Federal procedures rather than through arbitration.

TENTATIVE AGREEMENTS
BETWEEN
POLK COUNTY
AND
POLK COUNTY JOINT COUNCIL
LOCAL 774, AFSCME, AFL-CIO
(MASTER AGREEMENT)

From December 7, 2006, Bargaining Session
* As Amended at February 28, 2007, Mediation Session

County 7. **ARTICLE XI – SICK LEAVE**

a. Section 11.02 Accrual Rate and Maximum Accrual

(1) Amend paragraph A to add:

A. If, after an employee has taken an unpaid leave of absence of five days or more in an anniversary year, an employee takes unpaid leave of absence during any portion of a payroll period, the accrual shall be prorated for that pay period. See "BASIS OF BENEFIT ACCRUAL AND USAGE."

b. Section 11.03 Sick Leave Payout on Retirement
See attached Side Letter of Agreement.

County 8. **ARTICLE XII – LEAVES OF ABSENCE**

b. Section 12.02 Pay and Benefits During LOA
Move ~~second~~ third sentence to Section 12.01. Insert third sentence from Section 12.03 as amended.

All leaves of absence shall be without pay. No fringe benefits shall be earned during leave of absence. ~~No leave shall be granted to seek other employment~~. Individuals on an unpaid leave of absence for five (5) days or less per anniversary year will not be prorated for sick leave, vacation or insurance.

c. Section 12.03 Seniority During LOA
Delete last sentence and move to 12.02 as amended.

County 9. **ARTICLE XIII – FAMILY AND MEDICAL LEAVES OF ABSENCE**

b. Section 13.02 Seniority During Medical LOA
Add sentence for clarification:
Individuals on approved state or federal FMLA shall continue their health insurance on the same terms as it was provided before the leave commenced.

County 10. **ARTICLE XVI – HOLIDAYS**

d. Section 16.02 Eligibility for Holiday Pay
Amend to read:

In order to be eligible for the above listed paid holidays, the employee must be in paid status the work day preceding and the first work day following the paid holiday. In pay status shall include employees on vacation, sick leave, Worker's Compensation, paid ~~funeral~~ bereavement leave, and any employee that may have been excused for compelling personal reasons the work day preceding and the first work day following the paid holiday. The Employee agrees that no employee will be laid off during the two-week period in which a holiday falls just to avoid holiday pay for that employee. For employees working a flex schedule or who work on a part-time basis, the "work day preceding" and the "work day following the paid holiday" shall refer to the days in which the employee is scheduled to work.

County 11. **ARTICLE XVII – VACATIONS**

a. Section 17.01 Accrual Rate of Vacation Benefit
Delete current language and replace with:

Employee shall earn paid vacations according to the following schedule:

A. Employees shall accrue vacation pay each pay period at a rate equivalent to two (2) weeks per year when they begin their employment.

* B. Employees shall accrue vacation pay each pay period at a rate equivalent to three (3) weeks per year ~~after their seventh (7th)~~ starting on their sixth (6th) anniversary date.

* C. Employees shall accrue vacation pay each pay period at a rate equivalent to four (4) weeks per year ~~after their fourteenth (14th)~~ starting on their thirteenth (13th) anniversary ~~year~~ date.

D. If, after an employee has taken an unpaid leave of absence of five days or more in an anniversary year, an employee takes unpaid leave of

absence during any portion of a payroll period, the accrual shall be prorated for that pay period. (See "BASIS OF BENEFIT ACCRUAL AND USAGE.")

County 13. **ARTICLE XIV – WORKER'S COMPENSATION BENEFITS**
Add sentence after the first paragraph to read:

In addition to any rights under the Family and Medical Leave Act, an employee's health insurance shall be continued while the employee is receiving supplemental worker's compensation pay with the employee being responsible for paying the employee's share of the insurance premiums. Thereafter, employee may maintain health insurance by paying the full premium under COBRA, if applicable.

County 15. **ARTICLE XXIV – PAY PERIOD**
Add new Section to read:

Section 24.02. Direct Deposit.

All employees hired after January 1, 2007 shall be paid through direct deposit. If an error is made and an individual employee is overpaid on a check that is direct deposited, the County shall work with the employee and Union to develop a reasonable recoupment schedule.

LETTER OF AGREEMENT

This Agreement is entered into by and between Polk County ("County") and Polk County Joint Council, Local 774, AFSCME, AFL-CIO ("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 11.03 of the Agreement.

2. The parties agree that they shall continue to meet and negotiate an alternative to Section 11.03 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 JOINT COUNCIL
LOCAL 774, AFSCME, AFL-CIO

By: _____ By: _

Personnel Committee Chair Date Date

TENTATIVE SETTLEMENT
BETWEEN
POLK COUNTY
AND
POLK COUNTY JOINT COUNCIL
LOCAL 774A, AFSCME, AFL-CIO
HIGHWAY/LIME QUARRY CHAPTER

From February 28, 2007, Mediation Session

All tentative agreements (attached) plus:

2. **ARTICLE 20A – OVERTIME**

   b. Section 20A.07 Compensatory Time
   Change "November 30" to "Payroll 25."

3. **ARTICLE 25A – MISCELLANEOUS PROVISIONS**
   Section 25 A.08 Other.

   a. Regarding paragraph H, see Side Letter of Agreement for Master Agreement regarding loss of license.

TENTATIVE AGREEMENTS
BETWEEN
POLK COUNTY'S
AND
POLK COUNTY JOINT COUNCIL
LOCAL 774A, AFSCME, AFL-CIO
HIGHWAY/LIME QUARRY CHAPTER

From December 7, 2006, Bargaining Session

County 1. **ARTICLE 7A – JOB POSTING**

Section 7A.10 Equipment Bidding Procedures
Amend to read:

Employees in the Polk County Highway department shall have the right to bid for the operation of specific equipment within the Heavy Equipment Operator classification. The following equipment will be bid a vacancies occur and will be awarded to the most senior qualified employee:

> Triaxel/tandem trucks, moving truck, grader ~~operator~~, end loader, state maintenance chiefs, oil distributor, ~~asphalt~~ roller, large (5 ton or greater) roller, rubber tired back hoe ~~operator~~, track hoe ~~operator~~, dozer ~~operator~~, Quad axle truck.

In addition, any vacancies for the above equipment shall be put up for bid for two weeks in January of each year.

The employer shall bid each piece of equipment within ninety (90) days of the occurrence of a vacancy.

Employees may only hold the bid for one piece of equipment at a time. ~~An employee may post into the position of Working Foreman in addition to one equipment.~~

The employer shall have the right to fill temporary vacancies and temporarily assign work for any piece of equipment as needed.

A list of employees and assigned position/equipment shall be provided to the Union upon reasonable request.

Employees living more than approximately ten (10) lane miles from the route of a State Maintenance position shall not be eligible to bid for that position.

County 3. **ARTICLE 20A – OVERTIME**

b. Add new section to read:

Section 20A.02 Assignment of Overtime

Employees shall be offered overtime on the following basis: First to the employees who have bid for the operation of the type of equipment required, by seniority; then to the most senior qualified employee. An exception to this rule shall be when a job is in progress on a given day and overtime is unexpectedly needed. In this case, the employee who has been performing the work shall be offered the overtime that day. The employee shall be paid the overtime rate for the position in which the overtime is being performed.

County 5. Wages.

a. Add "Quad axle truck" to list of Heavy Equipment Operator and change "asphalt roller" to "roller."

TENTATIVE SETTLEMENT
BETWEEN
POLK COUNTY
AND
POLK COUNTY JOINT COUNCIL
LOCAL 774B, AFSCME, AFL-CIO
COURTHOUSE CHAPTER

From February 28, 2007, Mediation Session

All tentative agreements (attached) plus:

1. **ARTICLE 19B - WORKDAY - WORKWEEK - LUNCH PERIODS - REST PERIODS**

Section 19B.01 Workday/Work Week Definition
Amend as follows:

The workday for full-time Courthouse chapter employees shall consist of seven and one-half (7 ½) hours, except for employees of the Buildings, Parks, and Solid Waste Department, Land Information, ~~and~~ Land and Water Resources Department, and Department of Administration Payroll and Accounts Payable Staff which shall be eight (8) hours unless they are scheduled as part of a flex scheduling arrangement as provided for in this article.

The workweek for full-time Courthouse chapter employees shall consist of thirty-seven and one-half (37 ½) hours, except for employees of the Buildings, Parks, and Solid Waste Department, Land Information, ~~and~~ Land and Water Resources Department, and Department of Administration Payroll and Accounts Payable Staff which shall be forty (40) hours.

The work day and work week for part time employees shall be as scheduled by the employer, and may not exceed the work day/work week for full time employees unless they are scheduled as part of a flex scheduling arrangement as provided for in this article.

2. Section 20B.07 Compensatory Time

b. Change first sentence to read:

Employees may, at their option, accrue up to 45 hours (30 hours worked) at one time or 90 hours per year total of compensatory time off ~~(30 hours worked)~~ in lieu of paid overtime.

3. Appendix B

a. Amend Appendix B for Maintenance Tech I (with HVAC Certification), Maintenance Tech I (w/o HVAC Certification), and Maintenance Tech II (with HVAC) as follows to adjust steps and provide for 50¢ increase after wage increase is applied for 2007 and 2008:

Maintenance Tech I (w/out HVAC)		**1/1/2007**	**$0.50/hr**	**1/1/2008**	**$0.50/hr**
	Start	17.83	18.33	18.88	19.38
	6 month	18.45	18.95	19.52	20.02
	18 month	18.94	19.44	20.02	20.52
Maintenance Tech I (w/ HVAC)					
	Start	19.17	19.67	20.26	20.76
	6 month	19.46	19.96	20.56	21.06
	18 month	19.82	20.32	20.93	21.43
Maintenance Tech II (w/ HVAC)					
	Start	20.34	20.84	21.47	21.97
	6 month	20.84	21.34	21.98	22.48
	18 month	21.34	21.84	22.50	23.00

b. After wage increase percentage is applied for 2007 and 2008, add 50¢ each year to wage rate for Water Quality Resource Specialist.

c. On January 1, 2008, increase shift differential for second shift by 15¢ for Janitor and Lead Janitor.

d. After wage increase percentage is applied for 2008, add 30¢ to wage rate for recycling positions.

e. After wage increase percentage is applied for 2008, add $1.00 per hour to wages for janitor assigned to operate outside equipment during the eight (8) months he is given this assignment.

TENTATIVE AGREEMENTS
BETWEEN
POLK COUNTY
AND
POLK COUNTY JOINT COUNCIL
LOCAL 774B, AFSCME, AFL-CIO
COURTHOUSE CHAPTER

From December 7, 2006, Bargaining Session

County 2. Section 20B.07 Compensatory Time

a. Amend to delete "December 31" and replace with "Payroll 25."

TENTATIVE SETTLEMENT
BETWEEN
POLK COUNTY
AND
POLK COUNTY JOINT COUNCIL
LOCAL 774C, AFSCME, AFL-CIO
HUMAN SERVICES CHAPTER

From February 28, 2007, Mediation Session

All tentative agreements (attached).

TENTATIVE AGREEMENTS
BETWEEN
POLK COUNTY
AND
POLK COUNTY JOINT COUNCIL
LOCAL 774C, AFSCME, AFL-CIO
HUMAN SERVICES CHAPTER

From December 7, 2006, Bargaining Session

County 3. **ARTICLE 20C – OVERTIME / ON CALL PAY**

b. Section 20C.07 Compensatory Time.

(1) Amend to delete "December 31" and replace with "Payroll 25."

c. Section 20C.09 Juvenile Intake On Call
Amend second paragraph to read:

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

d. Section 20C.10 Child Protective Services and Mental Health On Call
Amend second sentence in second paragraph to read:

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

TENTATIVE SETTLEMENT
BETWEEN
POLK COUNTY
AND
POLK COUNTY JOINT COUNCIL
LOCAL 774D, AFSCME, AFL-CIO
GOLDEN AGE MANOR CHAPTER

From February 28, 2007, Mediation Session

All tentative agreements (attached) plus:

1. **ARTICLE 16D - HOLIDAYS**
   Amend Section 16D.09 as follows:

   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 ~~60 days~~ six (6) months. Requests for such saved holidays off must be made at least twenty-four (24) hours prior to usage.

TENTATIVE AGREEMENTS
BETWEEN
POLK COUNTY
AND
POLK COUNTY JOINT COUNCIL
LOCAL 774D, AFSCME, AFL-CIO
GOLDEN AGE MANOR CHAPTER

From December 7, 2006, Bargaining Session

County 1. **ARTICLE 19D – WORKDAY – WORK WEEK – LUNCH PERIODS — REST PERIODS**

Section 19D.01 – Definition of Shift Length

Consistent with June 4, 2005, Letter of Agreement change hours for RCNAs from 7.75 hours per shift to 7.5 hours per shift.

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