

RESOLUTION 53-07

LABOR AGREEMENT WITH TEAMSTERS GENERAL UNION, LOCAL 662
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 and changes to the Polk County Health Insurance plan for each of the employee groups comprising Teamsters General Union, Local 662 were ratified by the Polk County Board of Supervisors on December 12, 2006 and Teamsters General Union, Local 662 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 Teamsters General Union, Local 662 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 Teamsters General Union, Local 662 Labor Agreement for 2007-2008 incorporating the modifications as set forth in the attachment to this resolution in its entirety.

Submitted at the request of the Personnel Committee.

Funding Amount: N/A

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

Date Finance Committee Advised:

Effective Date: January 1, 2007

Approved as to form:

Jeffrey B. Fager

Date Submitted to County Board

6/19/07

County Board Action

Adopted

SUBMITTED BY THE PERSONNEL COMMITTEE:

Larry Jensen

**TENTATIVE SETTLEMENT
BETWEEN
POLK COUNTY
AND THE
GOLDEN AGE MANOR
(TEAMSTERS GENERAL UNION, LOCAL 662)**

From April 12, 2007, Bargaining Session

County 9. **ARTICLE 22 – PAY PERIOD**

Add new Section to read:

Section 2.

Effective _____, all eEmployees hired after _____ 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 to develop a recoupment schedule.

County 10. **ARTICLE 23 – OVERTIME**

a. Section 1.

(2) Amend (b) as follows:

Employees may accrue up to ~~a maximum of~~ 45 hours of compensatory time off (30 hours worked) ~~annually total~~ in lieu of paid overtime. All overtime worked in excess of this amount shall be paid monetarily. Any unused compensatory time remaining in the employee's compensatory time bank on ~~December 31~~ November 30 payroll period 25 each year shall be paid our monetarily.

Union 3. **ARTICLE 3 – CHECK OFF, AUTHORIZATION AND FAIR SHARE**

Add new section to read:

Section 6

The Employer agrees to deduct from the paycheck of all employees covered by this agreement voluntary contributions to Democratic Republican Independent Voter – Education (DRIVE). DRIVE shall notify Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase “weeks worked” excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in

one (1) check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number, and the amount deducted from employee's paycheck.

Union 7. **ARTICLE 18 – HOLIDAYS**

Amend as follows:

Section 3

If an employee is required to work on any assigned holidays, they shall be compensated at ~~straight time~~ one and one-half (1-½) times the regular rate of pay in addition to their holiday pay, or equivalent time off on another occasion, which time off would be at the employee's choice. Equivalent time off will be taken within sixty (60) days; beyond that must be approved by the Administrator. Employees must provide the employer with at least twenty-four (24) hours notice prior to using such holidays.

Wages – 3% Jan. 1, 2007 and 3% Jan.1, 2008

Terms of contract – 2 years

Health Insurance with changes as presented (see attached for supporting documentation)

**TENTATIVE AGREEMENTS
BETWEEN
POLK COUNTY
AND THE
GOLDEN AGE MANOR
(TEAMSTERS GENERAL UNION, LOCAL 662)**

From November 30, 2006, Bargaining Session

County 1. **ARTICLE 4, GRIEVANCE AND ARBITRATION PROCEDURE**

Section 7

 Amend Paragraph 2 to read:

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

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

County 2. **ARTICLE 7 – SICK LEAVE**

a. Section 2

Amend to read as follows:

A. All full-time employees shall accrue ~~earn~~ sick leave each pay period at the a rate equivalent to twelve (12) days per year ~~of approximately one (1) day for each month of employment.~~ If an employee takes unpaid leave of absence during any portion of a payroll period, the accrual shall be prorated for that pay period. Part-time employees will earn sick leave on a pro-rated basis.

County 5. **ARTICLE 11 –FUNERAL BEREAVEMENT LEAVE**

a. Section 1

- (2) The County repudiates any past practice of paying for leave for “spouse’s grandparents.”
- b. Section 2. The County repudiates any past practice of paying for “spouse’s aunt or uncle.”

County 6. **ARTICLE 15 – BASIS OF BENEFIT ACCRUAL AND USAGE**

a. Section 1.

- (1) Amend first paragraph to read:

For the purposes of the following benefits as they pertain to regular part time employee: Sick Leave and Vacation, the accrual of benefits shall be according to the amount of hours paid an employee per pay period, ~~excluding overtime hours. and shift differential pay except for employees regularly employed on a shift which requires shift differential pay.~~ Employees working less than full time shall accrue benefits equivalent to the percentage of hours paid.

- (2) Amend first sentence of third paragraph to read:

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

County 8. **ARTICLE 19 – VACATIONS**

a. Section 1. Delete current language and replace with:

Employee shall earn paid vacations according to the following schedule:

A. Employees shall accrue vacation pay each pay period at a rate equivalent to one (1) week per year when they begin their employment.

~~A. B.~~ Employees shall accrue vacation pay each pay period at a rate equivalent to two (2) weeks per year ~~when they begin their employment~~ after their first (1st) anniversary date.

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

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

b. Section 2 Amend to read:

Except as is provided in Article 13, Section 1, the County agrees to pay all ~~earned and~~ accrued vacation benefits on retirement and/or termination of employment.

c. Section 3 Amend to read:

Upon completion of the initial probationary period, employees will be allowed to take their ~~earned~~ accrued vacations as approved by the Director of Nursing or Assistant Director of Nursing. Employees may not exceed 240 hours at the end of their anniversary year.

County 10. **ARTICLE 23 – OVERTIME**

c. Section 2

The County repudiates any past practice of considering funeral leave and compensatory time as time worked for the purpose of computing overtime pay.

LETTER OF AGREEMENT

This Agreement is entered into by and between Polk County (“County”) and Golden Age Manor, Teamsters General Union, Local 662 (“Union”).

The parties hereby agree and stipulate to the following:

- 1. As may be required in compliance with applicable law, the County shall deduct applicable taxes and withholdings from the amount of accumulated sick leave cash applied towards health insurance premiums in Article 7, Section 3 of the Agreement.
- 2. The parties agree that they shall continue to meet and negotiate an alternative to Article 7, Section 3 to allow for the continuation of health insurance coverage utilizing accumulated sick leave cash on a pre-tax basis.
- 3. This Agreement shall be non-precedential for any and all purposes.
- 4. This Agreement shall be binding and effective as of the date of its execution by the parties.

ON BEHALF OF THE COUNTY

**ON BEHALF OF THE UNION
GOLDEN AGE MANOR, TEAMSTERS
GENERAL UNION LOCAL 662**

By: _____ By: _____
 Personnel Committee Date Date
 Chair

**TENTATIVE AGREEMENTS
BETWEEN
POLK COUNTY
AND THE
GOLDEN AGE MANOR
(TEAMSTERS GENERAL UNION, LOCAL 662)**

From November 15, 2006, Bargaining Session

County 4. **ARTICLE 9 – FAMILY AND MEDICAL LEAVES OF ABSENCE**

- a. Section 1 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 3 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.

County 5. **ARTICLE 11 – FUNERAL BEREAVEMENT LEAVE**
(Change funeral to bereavement throughout contract)

County 8. **ARTICLE 19 – VACATIONS**

- e. Section 6 Amend first sentence as follows:

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

Union 2. Page 1, RECOGNITION

Delete all reference throughout contract to AFL-CIO

ROLL CALL: Morning _____

Afternoon _____

Roll 52-07

DATE: _____

Adopted: _____

Defeated: _____

Notes:

	YES	NO	Absent	Abstain
Robert Blake		✓		
Kay Friberg	✓			
Kenneth Olson		✓		
Patricia Schmidt	✓			
Jeff Peterson	✓			
Stefan Milberg		✓		
Marvin Caspersen	✓			
Keith Rediske	✓			
William Hughes		✓		
Carl Holmgren	✓			
Rodney Littlefield		✓		
Gerald Newville	✓			
Russell Arcand	✓			
Mick Larsen	✓			
Jay Luke	✓			
*Diane Stoneking	✓			
Bryan Beseler	✓			
Kim O'Connell		✓		
Gary Bergstrom		✓		
Neil Johnson		✓		
Arthur Gamache		✓		
Tom Nilssen	✓			
Larry Jepsen	✓			

Chairman

Roll Call

Here _____

Absent _____

YES 14

NO 9

ABSTAIN _____

ABSENT _____

ROLL CALL: Morning _____

Afternoon _____

*Amendment
to 54-07.*

DATE: _____

Adopted: _____

Defeated: _____

Notes:

	YES	NO	Absent	Abstain
Robert Blake	✓			
Kay Friberg	✓			
Kenneth Olson	✓			
Patricia Schmidt		✓		
Jeff Peterson	✓			
Stefan Milberg	✓			
Marvin Caspersen	✓			
Keith Rediske	✓			
William Hughes	✓			
Carl Holmgren	✓			
Rodney Littlefield		✓		
Gerald Newville		✓		
Russell Arcand		✓		
Mick Larsen		✓		
Jay Luke	✓			
Diane Stoneking	✓			
* Bryan Beseler	✓			
Kim O'Connell	✓			
Gary Bergstrom	✓			
Neil Johnson	✓			
Arthur Gamache	✓			
Tom Nilssen	✓			
Larry Jepsen	✓			
	18	5		

Chairman

Roll Call

Here _____

Absent _____

YES _____

NO _____

ABSTAIN _____

ABSENT _____