

RESOLUTION 06-08

**WAGE AND BENEFIT ADJUSTMENTS
FOR EMPLOYEES IMPACTED BY SALE OF GOLDEN AGE MANOR**

WHEREAS, the County Board of Supervisor rules of order and policy empower the Personnel Committee to negotiate and approve all wage and labor contracts as well as annual revisions of the Non-Represented Employees Compensation Plan; and

WHEREAS, the County Board rules of order and policy empower the Personnel Committee to administer and propose amendments to Policy 302, Benefit Administration for Non-Represented Employees, and Policy 103, Employee Recruitment, Selection and Status; and

WHEREAS, the Personnel Committee has bargained with the AFSCME Local 774 and Teamsters Local 662 regarding the impact of the sale of Golden Age Manor on employees, and after reaching an impasse in negotiations, offered to the unions the final offers detailed in the attachments to this resolution; and

WHEREAS, the Personnel Committee recommends that the Non-Represented Employees impacted by the sale of Golden Age Manor receive compensation and benefits similar to that offered to union employees; and

WHEREAS, the Finance Committee has approved a financial settlement within the parameters contained in the attached union final offers and proposal for Non-represented Employees;

NOW, THEREFORE, BE IT RESOLVED, that the Polk County Board of Supervisors approves the final offers to AFSCME Local 774 and Teamsters Local 662 and the proposed amendments to Policy 302, Benefit Administration for Non-Represented Employees and Policy 103, Employee Recruitment, Selection and Status; as attached hereto.

Funding Amount:	Estimated contractual and policy obligated payouts (vacation, sick leave @ retirement):	\$245,000.00.
	Estimated additional payouts:	\$135,000.00.

Funding Source: Proceeds from sale of Golden Age Manor

Date Finance Committee Approved: Feb. 1, 2008 **Effective Date:** On or about March 31, 2008

Approved as to form: *Jeffrey B. Fuge*
Jeffrey B. Fuge, Corp Counsel

Dated Submitted to County Board 3/11/08

County Board Action Adopted

SUBMITTED BY THE PERSONNEL COMMITTEE:

Russell E. Arnold 2/28/08

KT

Patricia Brenner

Patricia Schmidt

Gerald A. Murrell

**POLK COUNTY'S
FINAL OFFER REGARDING THE EFFECTS
OF POLK COUNTY'S PROPOSED SALE OF GOLDEN AGE MANOR
TO THE
POLK COUNTY JOINT COUNCIL
LOCAL 774D, AFSCME, AFL-CIO
GOLDEN AGE MANOR CHAPTER**

From February 26, 2008, Bargaining Session

Polk County has agreed to sell Golden Age Manor to Rice Partnership and Golden Health Care and Rehab Center, LLC, effective April 1, 2008. As a result, the anticipated date of the layoff of all employees who work at Golden Age Manor from their employment with Polk County is March 31, 2008.

Should the sale of Golden Age Manor be delayed for any reason, the dates proposed below shall be adjusted accordingly. Should the sale not occur for any reason, any proposals to modify the terms and conditions of employment for Golden Age Manor employees shall be null and void and the current contract shall continue unmodified.

Any and all tentative agreements which may have a financial impact on the County are contingent upon approval by the Polk County Board of Supervisors and are conditioned upon employees being on the payroll as of the date that ownership is transferred to Rice Partnership and Golden Health Care and Rehab Center, LLC.

A. Items with Financial Impact

1. **ARTICLE XI – SICK LEAVE**

Pursuant to Section 11.03, upon retirement an employee is eligible to receive a lump sum cash payment for one-half (½) of the remaining unused sick leave in the employee's account, not to exceed a total of 360 hours. In lieu of the 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. (As set forth in a Letter of Agreement between the parties, both amounts are subject to applicable taxes and withholdings.)

- A. Due to the permanent layoff of bargaining unit personnel, and consistent with Section 11.03, any employee who is eligible to retire under WRS shall receive either a lump sum cash payment or an amount applied towards the payment of health insurance premiums, as set forth above, on or about April 15, 2008. The employee shall give the County two (2) weeks' notice of which option they are selecting. If the employee chooses the insurance option, any period of time in which the employee stays on the County's health insurance shall be counted towards their COBRA election period. (As set forth in a Letter of Agreement between the parties, both amounts are subject to applicable taxes and withholdings.)

- B. Employees who are not eligible for retirement under WRS shall receive a lump sum payment equivalent to 25% of the remaining unused sick leave in the employee's account, not to exceed 180 hours, on or about April 15, 2008.

2. **ARTICLE XVI – HOLIDAYS**

Pursuant to Section 16.01, floating holidays not taken during the calendar year in which they are earned shall be forfeited. Beginning on January 1, 2008, Employees were awarded such holiday on an anniversary year basis.

Employees shall be paid for any floating holidays awarded but not taken as of March 31, 2008, on or about April 15, 2008. Employees will not forfeit floating holidays awarded if they are not used by March 31, 2008.

3. **SEVERANCE**

Full time employees with one year or more of service shall receive a lump sum, one time payment, of \$500.00. This amount shall be prorated for part-time employees based on their FTE percent status.

- B. Additional Extra-contractual Items

4. **ARTICLE VII – JOB POSTING**

Employees in the GAM chapter who are laid off will be eligible to post into any vacant positions for which they are qualified in other AFSCME Unit chapters if the vacancy is not otherwise filled pursuant to Section 7.01, for a period of one (1) year.

Employees shall be notified of vacant positions via e-mail. It is the responsibility of the employee to keep Human Resources apprised of their current e-mail address and their continued interest in receiving the e-mail notification. This e-mail notification is in lieu of the notice requirements set forth in Section 8.01. The County will also set up a phone line so employees may call in and hear a recording describing any vacant positions in other AFSCME Unit chapters and the deadline for posting for the position. The deadline for posting shall be seven (7) working days from the date of the email.

Employees must notify the County of their intent to post for the position within seven (7) working days from the date of the e-mail and must be available to interview and/or test for the position, as applicable. If the employee is awarded the position and fails to report within fourteen (14) days after receiving notice that they have been awarded the position, the employee shall lose any prior seniority rights, including any rights to post for another position, and shall have their name removed from the e-mail distribution list.

Employees may also be considered along with external applications if they fail to notify the County of their desire to post. Job openings are posted on the County's website.

C. Administrative Items

4. **ARTICLE XVII – VACATIONS**

Employees shall be paid for all vacation accrued, but unused as of March 31, 2008, on or about April 15, 2008.

5. **ARTICLE XXII – INSURANCE**

Employees' paid health insurance coverage shall continue through March 31, 2008. Payroll deductions for the employee's portion of health insurance premiums shall continue through the month of March. If the sale occurs as planned, any excess premium contributions deducted shall be refunded to employees on or about April 15, 2008. COBRA notices, as applicable, shall be issued, with March 31, 2008, as the date of the qualifying event.

6. **ARTICLE XXIV – PAY PERIOD**

Employees' final paycheck for all time worked though and including March 31, 2008, shall be no later than April 15, 2008.

7. **UNEMPLOYMENT COMPENSATION**

The County agrees it will not contest any unemployment compensation requests made by laid off employees, but shall answer truthfully to any inquiry from the Department of Workforce Development.

**POLK COUNTY'S
FINAL OFFER REGARDING THE EFFECTS
OF POLK COUNTY'S PROPOSED SALE OF GOLDEN AGE MANOR
TO THE
GOLDEN AGE MANOR
TEAMSTERS GENERAL UNION, LOCAL 662**

February 25, 2008

Polk County has agreed to sell Golden Age Manor to Rice Partnership and Golden Health Care and Rehab Center, LLC, effective April 1, 2008. As a result, the anticipated date of the permanent layoff of all employees who work at Golden Age Manor from their employment with Polk County is March 31, 2008.

Should the sale of Golden Age Manor be delayed for any reason, the dates proposed below shall be adjusted accordingly. Should the sale not occur for any reason, any proposals to modify the terms and conditions of employment for Golden Age Manor employees shall be null and void and the current contract shall continue unmodified.

Any and all tentative agreements which may have a financial impact on the County are contingent upon approval by the Polk County Board of Supervisors and are conditioned upon employees being on the payroll as of the date that ownership is transferred to Rice Partnership and Golden Health Care and Rehab Center, LLC.

A. Items with Financial Impact

1. **ARTICLE 7 – SICK LEAVE**

Pursuant to Article 7, Section 3, upon retirement an employee is eligible to receive a lump sum cash payment for one-half (½) of the remaining unused sick leave in the employee's account, not to exceed a total of 349 hours. In lieu of the lump sum payment, employees may elect to have a cash equivalent of up to 465 of their accumulated sick leave applied towards the purchase of continued health insurance. Employees with a full sick bank of sick leave may be credited with additional sick leave to continue health insurance upon retirement as set forth in Section 3. (As set forth in a Letter of Agreement between the parties, both amounts are subject to applicable taxes and withholdings.)

Due to the permanent layoff of bargaining unit personnel, and consistent with Article 7, Section 3, any employee who is eligible to retire under WRS shall receive either a lump sum cash payment or an amount applied towards the payment of health insurance premiums, as set forth above, on or about April 15, 2008. The employee shall give the County two (2) weeks' notice of which option they are selecting. If the employee chooses the insurance option, any period of time in which the employee stays on the County's health insurance shall be counted towards their COBRA election period. (As set forth in a Letter of Agreement between the parties, both amounts are subject to applicable taxes and withholdings.)

Employees who are not eligible for retirement under WRS shall receive a lump sum payment equivalent to 25% of the remaining unused sick leave in the employee's account, not to exceed 174.5 hours, on or about April 15, 2008.

2. ARTICLE 18 – HOLIDAYS

Pursuant to Article 18, Section 1, employees are given (1) floating holiday per year. Employees shall be paid for any floating holiday that has been awarded but has not been taken as of March 31, 2008, on or about April 15, 2008. Employees will not forfeit floating holidays awarded if they are not used by March 31, 2008.

3. SEVERANCE

Full time employees with one year or more of service shall receive a lump sum, one time payment, of \$500.00. This amount shall be prorated for part-time employees based on their FTE percent status.

B. Additional Extra-contractual Items

4. ARTICLE 27 – JOB POSTING

Pursuant to Article 27, employees in this unit are not eligible to post into any vacant positions in other Polk County Bargaining Units. If an employee in this unit wishes to be considered for open positions within the County, they may apply as external candidates. Employees in the unit shall be given preference over equally qualified outside applicants if they apply for a position for within eighteen (18) months of their date of lay off.

If any employee is interested in keeping apprised of vacancies for which they may apply as an external candidate, the County will agree for the period of eighteen (18) months to e-mail job listings to interested employees. It is the responsibility of the employee to keep Human Resources apprised of their current e-mail address and their continued interest in receiving the e-mail notification. Job openings are also posted on the County's website.

C. Administrative Items

5. ARTICLE 19 – VACATIONS

Employees shall be paid for all vacation accrued, but unused as of March 31, 2008, on or about April 15, 2008.

6. ARTICLE 22 – PAY PERIOD

Employee's final paycheck for all time worked though and including March 31, 2008, shall be no later than April 15, 2008.

7. ARTICLE 24 – HEALTH INSURANCE AND GROUP LIFE INSURANCE

Employees' paid health insurance coverage shall continue through March 31, 2008. Payroll deductions for the employee's portion of health insurance premiums shall continue through

the month of March. If the sale occurs as planned, any excess premium contributions deducted shall be refunded to employees on or about April 15, 2008. COBRA notices, as applicable, shall be issued, with March 31, 2008, as the date of the qualifying event.

8. UNEMPLOYMENT COMPENSATION

The County agrees it will not contest any unemployment compensation requests made by laid off employees, but shall answer truthfully to any inquiry from the Department of Workforce Development.

**Proposed Amendments to Policy 302, Benefit Administration for the Non-represented Employees,
and Policy 103, Employee Recruitment, Selection and Status
for Non-represented Employees impacted by Sale of Golden Age Manor**

Polk County has agreed to sell Golden Age Manor to Rice Partnership and Golden Health Care and Rehab Center, LLC, effective April 1, 2008. As a result, the anticipated date of the permanent layoff of all employees who work at Golden Age Manor from their employment with Polk County is March 31, 2008.

Should the sale of Golden Age Manor be delayed for any reason, the dates proposed below shall be adjusted accordingly. Should the sale not occur for any reason, any proposals to modify the terms and conditions of employment for Golden Age Manor employees shall be null and void and the current contract shall continue unmodified.

Any payouts set forth below are conditioned upon employees being on the payroll as of the date that ownership is transferred to Rice Partnership and Golden Health Care and Rehab Center, LLC.

A. Items with Financial Impact

1. **Sick Leave Payout on Retirement.**

Pursuant to Policy 302, upon retirement an employee is eligible to receive a lump sum cash payment for one-half (½) of the remaining unused sick leave in the employee's account, not to exceed a total of 360 hours. In lieu of the 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 with a full sick bank of sick leave may be credited with additional sick leave to continue health insurance upon retirement. (Both amounts are subject to applicable taxes and withholdings.)

- A. Due to the permanent layoff of non-represented personnel, and consistent policy, any employee who is eligible to retire under WRS shall receive either a lump sum cash payment or an amount applied towards the payment of health insurance premiums, as set forth above, on or about April 15, 2008. The employee shall give the County two (2) weeks' notice of which option they are selecting. If the employee chooses the insurance option, any period of time in which the employee stays on the County's health insurance shall be counted towards their COBRA election period. (Both amounts are subject to applicable taxes and withholdings.)
- B. Employees who are not eligible for retirement under WRS shall receive a lump sum payment equivalent to 25% of the remaining unused sick leave in the employee's account, not to exceed 180 hours, on or about April 15, 2008.

2. **Severance**

Full time employees with one year or more of service shall receive a lump sum, one time payment, of \$500.00. This amount shall be prorated for regular and limited part-time employees based on their FTE percent status. No payment shall be made to casual employees.

B. Additional Non-Monetary Items

3. **Hiring Preference**

If a non-represented employee impacted by the sale of Golden Age Manor wishes to be considered for open positions within the County, they may apply as external candidate and be given preference over equally qualified outside applicants if they apply for a position for within eighteen (18) months of their date of lay off. This proposal amends Policy 103, Employee Recruitment, Selection, and Status

If any employee is interested in keeping apprised of vacancies for which they may apply as an external candidate, the County will agree for the period of eighteen (18) months to e-mail job listings to interested employees. It is the responsibility of the employee to keep Human Resources apprised of their current e-mail address and their continued interest in receiving the e-mail notification. Job openings are also posted on the County's website.

C. Administrative Items

4. **Vacations**

Employees shall be paid for all vacation accrued, but unused as of March 31, 2008, on or about April 15, 2008.

5. **Pay Period**

Employee's final paycheck for all time worked though and including March 31, 2008, shall be no later than April 15, 2008.

6. **Health Insurance.**

Employees' paid health insurance coverage shall continue through March 31, 2008. Payroll deductions for the employee's portion of health insurance premiums shall continue through the month of March. If the sale occurs as planned, any excess premium contributions deducted shall be refunded to employees on or about April 15, 2008. COBRA notices, as applicable, shall be issued, with March 31, 2008, as the date of the qualifying event.

7. **Unemployment Compensation.**

The County will not contest any unemployment compensation requests made by laid off employees, but shall answer truthfully to any inquiry from the Department of Workforce Development.