

RESOLUTION 08-09

**LABOR AGREEMENT WITH POLK COUNTY JOINT COUNCIL  
LOCAL 774, AFSCME  
2009-2011**

**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 interest based bargaining and used that process throughout negotiations for this proposed contract; and,

**WHEREAS**, language changes in the Bargaining Agreement between AFSCME Local 774 and Polk County have been negotiated and are referenced in the attached; and,

**WHEREAS**, general wage adjustments for each of the employee groups comprising AFSCME Local 774 have been negotiated and such wage adjustments are detailed in the attachment to this resolution; and,

**WHEREAS**, specific wage adjustments for certain employee classifications were negotiated based on comparable labor market data and are detailed in the attachment to this resolution.

**NOW THEREFORE, BE IT RESOLVED**, that this contract be ratified for the period of January 1, 2009, through December 31, 2011, and

**BE IT FURTHER RESOLVED**, that the Personnel Committee is hereby empowered to effect a final review of all contract language prior to its signature by both parties and is authorized to make such technical corrections as may be necessary to implement the agreements reached with the union during negotiation.

**Submitted at the request of the Personnel Committee.**

**Funding Amount:** N/A

**Funding Source:** County General Fund and various Grant Funds and other Funding Sources

**Date Finance Committee Advised:**

**Effective Date:** January 1, 2009

**Approved as to form:** Malia Malone

**Date Submitted to County Board** 1-20-09

**County Board Action** Adopted

**SUBMITTED BY THE PERSONNEL COMMITTEE:**

Russell C. Amond

1-8-09

Patricia M. Schmidt

[Signature]

\_\_\_\_\_

**POLK COUNTY'S  
TENTATIVE SETTLEMENT  
WITH THE  
POLK COUNTY JOINT COUNCIL  
LOCAL 774, AFSCME, AFL-CIO  
(MASTER AGREEMENT)**

Agreements as of December 4, 2008

**1. ARTICLE VII – JOB POSTING**

A. Section 7.08 Posting of Job Study Positions

- (1) Insert new paragraph at beginning of Section to read:

The Job Study process shall occur once a year in June, utilizing the evaluation system and procedures as agreed to by both parties. The decision of the General Committee shall be controlling. Appeals shall be made to the General Committee no more than 30 days following the initial review. Should a change of less than one hundred (100) points result in a change of pay grade, the change in wage for effected employees shall commence on the first of the year following that Job Study.

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**3. ARTICLE XVI - HOLIDAYS**

A. Section 16.01 Definition of Holidays

- (1) Amend the 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.~~

**6. ARTICLE XXV - MISCELLANEOUS PROVISIONS**

A. Section 25.02 Addition of Duties and Responsibilities

(1) Add new paragraph to read:

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In the event an employee under this agreement is assigned to perform substantially all of the duties of a temporarily unoccupied position assigned to a higher class under this agreement or to the substantial duties of a non-represented position, and the assignment exceeds three (3) consecutive working days, the employee shall receive a temporary salary increase for the assignment. For temporary assignment to another represented position, the individual shall be compensated at the step equivalent to the individual's years of service. For temporary assignment to a non-represented position, the individual shall be compensated at the pay step in the Non-Represented Employee's Pay Plan which is the next higher dollar amount per hour above their current wage. An employee working out of class in a lower class shall receive no salary adjustment.

**7. ARTICLE XXVIII - TERMINATION OF EMPLOYMENT**

A. Section 28.01 Employer Notice

(1) Amend paragraph to read:

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, except for situations of termination for gross misconduct.

**9. ARTICLE XXV – MISCELLANEOUS PROVISIONS**

A. Section 25.03 Exchange of Shifts

(1) Amend paragraph to read:

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

**I. HEALTH INSURANCE**

- A. Current plan design structure shall remain status quo for duration of the contract.  
Parties agree that the County reserves the right for a re-opener on Health Insurance in 3<sup>rd</sup> year of contract (see attached letter of agreement).
- B. Both parties agree to work with representatives of each County labor group to design and implement an optional HRA to commence in 2010 (see attached letter of agreement).

**II. WAGES.**

January 1, 2009	1% increase
June 28, 2009	2% increase
January 1, 2010	1.5% increase
June 27, 2010	1.5% increase
January 1, 2011	2% increase
June 26, 2011	1% increase

**III. DURATION.**

Three year agreement.

**LETTER OF AGREEMENT**

This Agreement is entered into by and between Polk County ("County") and Polk County Joint Council Local 774, AFSCME ("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  
AFSCME LOCAL 774**

By: \_\_\_\_\_  
Personnel Committee      Date  
Chair

By: \_\_\_\_\_  
Date

By: \_\_\_\_\_  
Date

**LETTER OF AGREEMENT**

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

The parties hereby agree and stipulate to the following:

1. The County agrees to collaborate with the Union under the terms and conditions of Article XXII, Section 22.01 to develop an optional HRA plan for implementation in 2010.
2. The parties agree that a new plan as developed under this agreement is considered an Optional Plan as defined under the terms and conditions of Article XXII, Section 22.07.
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  
AFSCME LOCAL 774**

By: \_\_\_\_\_  
Personnel Committee      Date  
Chair

By: \_\_\_\_\_  
Date

By: \_\_\_\_\_  
Date

**LETTER OF AGREEMENT**

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

The parties hereby agree and stipulate to the following:

1. The County may re-open negotiations for the sole purpose of re-negotiation the County's current Standard Health Insurance plan for the third year of the 2009-2011 contract term.
2. The parties agree that should the County request to re-open negotiations on the Standard Health Insurance plan as described above, the Union reserves the right to re-open on a specific article of their choice.
3. The parties further agree that should the County elect to re-open, it shall notify the Union in writing no later than November 30, 2010.
4. This Agreement shall be non-precedential for any and all purposes.
5. 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  
AFSCME LOCAL 774**

By: \_\_\_\_\_  
Personnel Committee                      Date  
Chair

By: \_\_\_\_\_  
Date

By: \_\_\_\_\_  
Date

**LETTER OF AGREEMENT**

This Agreement is entered into by and between Polk County ("County") and Polk County Joint Council AFSCME Local 774, Chapter A – Highway/Lime Quarry, ("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, 2011.

**ON BEHALF OF THE COUNTY**

**ON BEHALF OF THE UNION  
POLK COUNTY JOINT  
COUNCIL LOCAL 774,  
AFSCME**

By: \_\_\_\_\_  
Personnel Committee                      Date  
Chair

By: \_\_\_\_\_  
Date

**POLK COUNTY'S  
TENTATIVE SETTLEMENT  
WITH THE  
POLK COUNTY JOINT COUNCIL  
LOCAL 774, AFSCME, AFL-CIO  
(HIGHWAY/LIME QUARRY CHAPTER)**

Agreements as of December 4, 2008

**1. ARTICLE 7A – JOB POSTING**

A) Section 7A.10 Equipment Bidding Procedures

1) Amend section to read:

- a) 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 as vacancies occur and will be awarded to the most senior qualified Heavy Equipment Operator ~~employee~~:

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

\*\*\*\*

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

**2. ARTICLE 19A – WORKDAY – WORKWEEK – LUNCH PERIODS – REST PERIODS**

A. Section 19A.04 – Second Shift – Highway Department

1) Amend first paragraph to read:

- a) The second shift shall be 3:00 p.m. through 11:30 p.m., Monday through Friday, the closest Monday to November 1 through the closest Friday to April 1. Heavy Equipment Operators ~~Employees~~ shall be given the opportunity to volunteer for the 2<sup>nd</sup> shift. If no

one volunteers, the second shift shall be comprised of a minimum of the two (2) least senior non-probationary Heavy Equipment Operators employees in the Highway Department for the season in its entirety. In the event of the absence of a second shift worker, the employer shall ask for a volunteer. If no one volunteers, the least senior Heavy Equipment Operator employee shall be assigned. No Heavy Equipment Operator hired after January 1, 2009, shall be exempt from serving on second shift due to previous exemption for probationary status of posting from another department or class.

Heavy Equipment Operators Employees working a 2<sup>nd</sup> shift shall receive an unpaid thirty (30) minute lunch as near to the middle of their shift as possible. In addition, two rest periods shall be provided as defined in Article 19A.02.

Either party may request to re-open this section for discussion purposes prior to October 1 of each year.

B) Section 20A.07      Compensatory Time

1) Amend section to read:

- a) Employees may, at their option, accrue up to ~~ninety (90)~~ one hundred (100) hours of compensatory time off (~~60 hours worked~~) per year 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 Payroll 25 of each year shall be paid monetarily on a separate check in December as is deemed practical and reasonable by the parties. Scheduling of compensatory time off shall be by mutual agreement of the employee and their Department Head or designee.

4. **ARTICLE 25A – MISCELLANEOUS PROVISIONS**

C) Section 25A.08      Other

1) Strike Item F:

- a) F. ~~The Welder may be utilized as Mechanic, on an as-needed basis.~~

- 2) Strike Item K and amend to read:
- a) K. ~~Any and all changes to State routes shall be defined and agreed upon through labor management meetings. Any and all changes to state routes shall be discussed with the State Maintenance Chiefs. No route shall be altered to move a State Maintenance Chief outside of the 10 mile limit to keep his/her route.~~
- 3) \*Amend Item N:
- a) N. The employer may assign lead worker duties to employee(s) on a daily basis. ~~Such assignments shall be based on seniority. In the event no employee(s) accepts assignment of lead worker duties, the least senior qualified employee(s) shall be assigned to the lead worker duties.~~ Employee(s) performing lead worker duties shall be paid an additional \$.25 per hour for the day they are assigned these duties.

**5. WAGE APPENDIX:**

Amend language in Range III to read:

Tri-axel/Tandem trucks, <del>moving truck,</del> grader, end loader, State Maintenance Chiefs, <del>oil distributor, roller,</del> large (5 ton or greater) roller, rubber tired back hoe, track hoe, dozer, Quad axle truck, <u>Skid Loader with attachments</u>
Second Shift Heavy Equipment Operator receives additional \$1.00 per hour.
Senior 2 <sup>nd</sup> Shift Heavy Equipment Operator Lead Person additional \$1.25 per hour

- 6. Inclusion of Letter of Agreement titled:**
- **Amendments to Highway/Lime Quarry Chapter**

**LETTER OF AGREEMENT  
AMENDMENTS TO HIGHWAY/LIME QUARRY CHAPTER**

This Agreement is entered into by and between Polk County ("County") and Polk County Joint Council AFSCME Local 774, Chapter A – Highway/Lime Quarry, ("Union").

1. For purposes of assigning overtime under the provisions of Article 20A, Section 20A.02, the language of the section shall be modified to read:
  - A. 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; next by seniority in that classification; 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.
  
2. For the purposes of hours of work under the provisions of Article 19A, Section 19A.01 Definition of Work Schedules, the language of the section shall be modified to read:
  - A. The workday for full-time employees of the ~~Highway Department and Lime Quarry~~ shall be eight (8) hours per day from 7:00 a.m. to 12:00 noon and 12:30 p.m. to 3:30 p.m. The workweek shall be forty (40) hours Monday through Friday. The lunch period shall be from 12:00 noon to 12:30 p.m.
  
  - B. No changes to this paragraph*
  
  - C. ~~From the last Monday in April until the third Thursday in September,~~ Full time employees of the Highway Department shall work a 10-hour schedule from 6:00 a.m. - 4:00 p.m., Monday through Thursday with rest periods of 10 minutes duration and a paid lunch period of 15 minutes. While working the 10-hour per day schedule full time employees shall receive a minimum shift pay of four (4) hours and seasonal employees shall receive a minimum shift pay of two (2) hours. Vacation and Sick leave taken while working the ten (10) hour per day schedule paid at ten (10) hours per day but shall be earned at the same rate as when employees work an eight (8) hour day. Fixed holidays and ~~funeral~~ bereavement leave, shall be paid at ten (10) hours per day, and floating holidays shall be paid at eight (8) hours per day. Bereavement leave shall not exceed 30 hours. In the event a fixed holiday falls on a Friday, employees shall be given either Thursday or Monday off at the discretion of the Highway Commissioner.

Scheduling of start and end of shift hours shall be subject to change by no more than one-half (1/2) hour dependent on change in seasons at the discretion of the Highway Commissioner.

During this time period, employees who regularly work in the Highway Department office shall each year, as a group, have the option of choosing to work a four - ten (10) hour day per week schedule. ~~or a five - eight (8) hour day per week schedule. If the employees choose to work a four - ten (10) hour per day schedule, the employees shall work different schedules with respect to days on and days off so as to allow the employer to keep the Highway Dept. office open on a Monday through Friday basis.~~

~~Either party to this agreement may open the provisions of paragraph C for re-negotiation upon written notification to the other party prior to April 1 of any year of this contract.~~

3. ~~The second shift shall be 4:00 p.m. 3:00 p.m. through 2:00 a.m., with work days to be determined by mutual agreement between the both parties. 1130 p.m., Monday through Friday, the closest Monday to November 1 through the closest Friday to April 1. Employees Heavy Equipment Operators shall be given the opportunity to volunteer for the 2<sup>nd</sup> shift. If no one volunteers, the second shift shall be comprised of a minimum of the two (2) least senior non-probationary Heavy Equipment Operators employees in the Highway Department for the season in its entirety. In the event of the absence of a second shift worker, the employer shall ask for a volunteer. If no one volunteers, the least senior employee Heavy Equipment Operator shall be assigned. No Heavy Equipment Operator hired after January 1, 2009, shall be exempt from serving on second shift due to previous exemption for probationary status of posting from another department or class.~~

~~Heavy Equipment Operators Employees working a 2<sup>nd</sup> shift shall receive rest periods of 10 minutes duration and a paid lunch period of 15 minutes. an unpaid thirty (30) minute lunch as near to the middle of their shift as possible. In addition, two rest periods shall be provided as defined in Article 19A.02.~~

This Agreement shall be non-precedential for any and all purposes. This Agreement shall be binding and effective as of the date of its execution by the parties and shall expire one year from the effective date unless extended by mutual agreement of both parties.

**ON BEHALF OF THE COUNTY**

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

By: \_\_\_\_\_  
Personnel Committee                      Date  
Chair

By: \_\_\_\_\_  
Date

**POLK COUNTY'S  
TENTATIVE SETTLEMENT  
WITH  
POLK COUNTY JOINT COUNCIL  
LOCAL 774, AFSCME, AFL-CIO  
(COURTHOUSE CHAPTER)**

Agreements as of December 4, 2008

**1. Add new Article:**

**A. ARTICLE 16B – HOLIDAYS**

(1) Section 16B.01 Definition of Holidays

Recycling Center employees shall substitute the Day after Thanksgiving for Veterans Day as a named holiday.

**2. ARTICLE 19B – WORKDAY – WORKWEEK – LUNCH PERIODS – REST PERIODS**

**A. Section 19B.05 Flexible Scheduling**

(1) Amend the first paragraph to read:

Employees may work a flex schedule as follows:

Flex schedules may provide for flexing the days of week, hours of day, and length of day that an employee works.

All flex schedules must be mutually agreed to by the Department Head or designee and the employee and in advance of implementation.

Full time and part time employee schedules shall be based on no more than seventy five (75) hours per pay period, and no more than forty (40) hours per week.

Overtime shall be calculated on forty (40) hour per week basis.

Fulltime employees must work at least four days per week.

Employees may work no more than 10 hours per day.

Employees may work any of seven days.

Hours worked need not be contiguous.

Employees may not use Holiday pay to exceed their normal work week hours.

Holidays for full time employees shall be paid on a 7-½ or 8 hour per day basis in accordance with the defined workday for the position.

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### 3. ARTICLE 25B – MISCELLANEOUS PROVISIONS

#### A. Section 25B.06 Safety – Recycling Center Employees

(1) Amend paragraph to read:

Recycling Center employees are entitled to the following: safety equipment (glasses, gloves, ear plugs, above the ankle steel toed boots), a clothing allowance of \$100.00, and tetanus vaccinations. Each employee's clothing allowance shall be paid upon the first day of employment and on January 31<sup>st</sup> Payroll 2 of each year thereafter.

### 4. APPENDIX B WAGE ADJUSTMENTS

#### A. **Land Information/Zoning:**

- a. Add *Assistant Zoning Administrator II* level with additional certifications as noted within job description, compensated at \$0.50 per hour above current *Assistant Zoning Administrator* position; current *Assistant Zoning Administrator* position will be re-titled *Assistant Zoning Administrator I*
- b. Create *GIS Coordinator* position to be compensated at:
  - i. Start - \$23.55
  - ii. 6 Months - \$25.18
  - iii. Wages noted above are quoted as 1/1/08 wages – rate will increase in accordance with agreement commencing 1/1/09
- c. *Mapping/GIS Specialist I* will be replaced with the position of *Mapping Specialist*

#### B. **Land and Water Resources:**

- a. Move *Water Quality Resource Specialist* position under same wage range as *Information and Education Specialist*

**LETTER OF AGREEMENT**

This Agreement is entered into by and between Polk County (“County”) and Polk County Nurses Employee’s Association (“Union”).

The parties hereby agree and stipulate to the following:

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**As it pertains to Article 23B – Mileage, the following provisions shall be applicable:**

1. Section 23B.02 Reimbursement Procedures  
For the employees of Polk County Health Department mileage shall be accrued, deducting the first twelve (12) ~~seven (7)~~ miles, from the employee's beginning hour of service at home or office to the end of employee's hour of service at home or office. Hour of service will not begin or end at the employee's home unless this is the most feasible and operational in carrying out nursing service responsibilities. The employee will provide their own transportation and will assume responsibility for insurance coverage.
2. The parties agree that this provision shall be reviewed annually and the deduction level may be adjusted according to current budgetary constraints upon mutual agreement of both parties.
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  
AFSCME LOCAL 774**

By: \_\_\_\_\_

By: \_\_\_\_\_

**POLK COUNTY'S  
TENTATIVE SETTLEMENT  
WITH THE  
POLK COUNTY JOINT COUNCIL  
LOCAL 774, AFSCME, AFL-CIO  
(HUMAN SERVICES CHAPTER)**

Agreements as of December 4, 2008

**1. ARTICLE 20C – OVERTIME / ON CALL PAY**

Amend section to read:

- A. Section 20C.09 Juvenile Intake and Child Protective Services On Call  
Employees shall be compensated at the rate of ~~\$1.00~~ \$2.00 per hour for being on call. ~~The Juvenile Court Intake Worker shall have primary responsibility to provide on-call services.~~ An employee providing this service will meet the requirements of Section 48.06 and 938.06 and follow the Court policy and guidelines. Employees who are unable to work on “on-call” status due to illness or attendance at a funeral shall so notify the supervisor, who will find a replacement. In other instances of inability to work “on-call”, the employee must find a replacement.

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.

A separate rotation shall be established by lottery for holidays. 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.

All new staff shall be placed in the on-call rotation within three months of their date of hire. For the first implementation of this language, current employees must be trained before the rotation goes into effect.

- A) Persons assigned to carry out the duties of Intake Worker shall be assigned an cell phone electronic pager, or "beeper", while being in on-call duty to assist the employee in performing the powers and duties of an Intake Worker.

B) Said employee will be compensated for being on-call between the hours of 4:30 p.m. to 8:30 a.m., Monday through Friday morning, and between the hours of 4:30 p.m. Friday and 8:30 a.m. Monday morning.

Section 20C.10      ~~Child Protective Services and Mental Health On Call~~

Employees shall be compensated at the rate of \$1.00 per hour for being on call. A rotation shall be established. Employees who are unable to work in "on call" status due to illness or attendance at a funeral shall so notify the supervisor, who will find a replacement. In other instances of inability to work "on call" the employee must find a replacement.

A separate rotation shall be established by lottery for holidays. 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.

All new staff shall be placed in the on-call rotation within three months of their date of hire. For the first implementation of this language, current employees must be trained before the rotation goes into effect.

**POLK COUNTY'S  
TENTATIVE SETTLEMENT  
WITH THE  
POLK COUNTY JOINT COUNCIL  
LOCAL 774, AFSCME, AFL-CIO  
(GOLDEN AGE MANOR CHAPTER)**

Agreements as of December 4, 2008

**1. ARTICLE VIIB – D BASIS OF BENEFIT ACCRUALS AND USAGE**

A. Insert paragraph to read:

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

**2. ARTICLE 16 – HOLIDAYS**

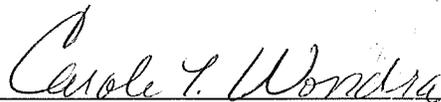
*Add new section to read:*

A. 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.

STATE OF WISCONSIN )  
 ) SS  
COUNTY OF POLK )

I, Carole T. Wondra, County Clerk for Polk County, do hereby certify that the attached is a true and correct copy of Resolution No. 08-09 that was adopted by the Polk County Board of Supervisors on Jan. 20, 2009.



Carole T. Wondra  
Carole T. Wondra  
Polk County Clerk