

RESOLUTION 12-09

LABOR AGREEMENT WITH GOLDEN AGE MANOR  
(TEAMSTERS GENERAL UNION, LOCAL 662)  
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 the Labor Agreement with Teamsters General Union, Local 662 and,

WHEREAS, language changes in the Bargaining Agreement between Teamsters General Union, Local 662 and Polk County have been negotiated and are referenced in the attached; and,

WHEREAS, general wage adjustments for each of the employee groups comprising Teamsters General Union, Local 662 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 it's 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 Malon

Date Submitted to County Board 1-20-09

County Board Action Adopted

SUBMITTED BY THE PERSONNEL COMMITTEE:

[Signature]  
Russell E. Arand 1-8-09  
[Signature]  
[Signature]

**POLK COUNTY'S  
TENTATIVE SETTLEMENT  
WITH THE  
GOLDEN AGE MANOR  
(TEAMSTERS GENERAL UNION, LOCAL 662)**

Agreements as of January 8, 2009

**1. ARTICLE 7 – SICK LEAVE**

A. Section 6

(1) Amend Section to read:

Each employee on sick leave is subject to a visit by a County representative. A doctor's statement of illness may be requested for the third consecutive scheduled work day of illness and if requested, must be furnished before sick leave is paid.

**2. ARTICLE 15 – BASIS OF BENEFIT ACCRUALS AND USAGE**

A. Section 1

1. Amend paragraphs three and four to read:

Employees entitled to benefits for Bereavement Leave and Floating Holidays shall receive pay prorated based on the average amount of time paid in accordance with the employees status as defined and reviewed under the terms of Sections 2, 3 and 4 of this Article ~~the six months previous to April 30 and October 31.~~ Once established on these dates, the amount of hours paid will remain the same for the future six-month period when it will be re-evaluated. To utilize Bereavement Leave benefits, the employee must be scheduled to work.

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 time and one-half (1 – ½ ) pay in addition to their holiday pay, ~~double time~~ or equivalent time off on another occasion, which will be the employee's choice within 60 days. Requests for such saved holidays off must be made at least twenty-four (24) hours prior to usage.



**5. ARTICLE 24 – HEALTH INSURANCE AND GROUP INSURANCE**

A. Section 1

(2) Amend first paragraph to read:

The Employer agrees to pay 90% of the health insurance premium for full-time employees. Qualified part-time employees shall receive health insurance benefits and the premiums shall be prorated based on the average amount of time paid in accordance with the employees status as defined and reviewed under the terms of Sections 2, 3 and 4 of Article 15 ~~the six months previous to March 31 and September 30~~. Once established on these dates, health insurance premiums will remain the same for the future six-month period when it will be re-evaluated.

**6. ARTICLE 27 – JOB POSTING**

a. Section 2

a. Add third paragraph to read:

Employees posting into a new position as defined under a separate job description shall assume the wage scale and benefits as defined under the positions FTE level and classification upon effective date of the change.

**7. ARTICLE 28 – MISCELLANEOUS PROVISIONS**

a. Delete entire Section 6

Section 6

~~The employer shall provide an RN on call with a pager.~~

**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 Golden Age Manor, Teamsters, Local 662 ("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  
TEAMSTERS LOCAL 662**

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

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

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

**LETTER OF AGREEMENT**

This Agreement is entered into by and between Polk County ("County") and Golden Age Manor, Teamsters, Local 662 ("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 24, Section 2 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 24, Section 5.
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  
TEAMSTERS LOCAL 662**

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

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

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

**LETTER OF AGREEMENT**

This Agreement is entered into by and between Polk County ("County") and Golden Age Manor, Teamsters, 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 of the Agreement.
2. The parties agree that they shall continue to meet and negotiate an alternative to Article 7 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  
TEAMSTERS LOCAL 662**

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

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

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

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. 12-09 that was adopted by the Polk County Board of Supervisors on Jan. 20, 2009.

  
\_\_\_\_\_  
Carole T. Wondra  
Polk County Clerk