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**RESOLUTION # 41-2012**

Resolution offered by Labor Relations Employee Services Committee.

**Resolved by the Board of Supervisors of Oneida County, Wisconsin:**

**WHEREAS**, the Labor Relations and Employee Services Committee (hereinafter, "Committee), Attorney Andy Phillips, Attorney Patrick Henniger, Human Resources Director, Finance Director, and Corporation Counsel have met on several occasions with representatives of the Oneida County Protective Association employees bargaining unit represented by WPPA (hereinafter, "Association"); and

**WHEREAS**, the Committee and the Association have reached a tentative agreement concerning the contract for calendar years 2012, 2013 and 2014; and

**WHEREAS**, the principal changes, modifications and improvements to the contract, set forth below, have been recommended by the Committee; and

**WHEREAS**, the Oneida County Board of Supervisors have reviewed the proposed changes for the purposes of ratification of the agreement between the Committee and the Association.

**NOW, THEREFORE, BE IT RESOLVED**, that the Oneida County Board of Supervisors does hereby ratify and approve the contract agreement referred to above for calendar years 2012, 2013 and 2014 as negotiated between the Committee and the Association.

**BE IT FURTHER RESOLVED**, the Union's contract for the years of 2012, 2013 and 2014 shall incorporate the following principal changes, modifications and improvements:

Voluntary settlement effective from January 1, 2012 through January 4, 2015.

1. Revise **ARTICLE II – MANAGEMENT RIGHTS** as follows:

2. . . . against employees pursuant to the authority and under the rules and regulations of Oneida County. ~~{All provisions of Section 2.44 Chapter 5 of the General Code of Oneida County shall control over provisions of this Agreement whenever a deputy is faced with possibility of suspension, demotion, or dismissed or other disciplinary action as the result of alleged offenses or misconduct as set forth in said Section 2.53 Chapter 5 of the General Code of Oneida County.~~

2. Revise **Section 4.02 – Steps of Grievance Procedure** as follows:

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Step 3: . . .

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(b) Costs: Both parties shall share equally the costs and expenses of the arbitration proceedings, including transcript fees when requested by ~~the Arbitrator~~ either party. . . .

3. Revise **Section 7.02 – Probationary Period** as follows:

The first year of employment shall be considered a probationary period. A probationary employee terminated during a probationary period shall not have recourse through the grievance procedure set forth in this Agreement.

4. Revise **Section 7.07 – Hold Over Pay** as follows:

When an employee is required to work greater than one (1) hour beyond their normal scheduled hours of work due to minimum manpower requirements, they shall receive hold-over pay of two (2) hours straight time, plus pay for actual time worked. The parties agree this provision typically applies only when shift staffing goes below the minimum staffing numbers set and determined by the Sheriff. If additional manpower is needed as determined by Department Policy or the shift supervisor that would necessitate the call-in of additional staff, but in lieu may be satisfied by holding over current or scheduled staff, the employee(s) held over is entitled to “Hold-Over Pay”. This section shall not apply if the employee is given notice on the previous day worked or with a twenty-four (24) hour notice.

5. Delete **Section 13.01 – Liability Insurance**

6. Revise **Section 14.01 - Clothing and Maintenance Allowance** to reflect an allowance of \$450.00.

7. Delete **Section 17.01 – Military Leave**

8. Revise **Section 17.02 – Leave of Absence** and renumber as 17.01 as follows:

All requests by the employees for a leave of absence shall be approved by the Sheriff and by the Civil Service Commission before such leave is granted. Except requests for leaves of absence under applicable federal and state Family and Medical Leave Acts (FMLA) and requests for leaves of absence for military commitments recognized by County policy or Sheriff’s Department policy, Wisconsin veteran and uniformed service laws or the Uniformed Services Employment and Reemployment Rights Act (USERRA).

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9. Delete **Section 17.03 – Maternity Leave**
10. Revise **Appendix A** to address specific wage disparity and compression for the Sergeant Classification. All Sergeant Classifications shall be compensated at the current Detective Sergeant schedule, subject to agreed cost of living adjustments. 50 % of this disparity will be adjusted in 2012 and the remainder effective January 1, 2013, when both Detective Sergeants and Sergeants will be identified at the same hourly rate of pay.
11. Delete **Appendix B (Prescription Drug)**
12. **Wage settlement** – effective the first pay-period following final ratification 1% across the board (ATB) increase (*April 28*); 2% ATB effective January 5, 2013; 1% ATB effective January 4, 2014; 1% ATB effective July 5, 2014; 1% ATB effective December 20, 2014.
13. Revise **Section 7.09 - Voluntary Employees Beneficiary Association (VEBA)**: The County will make a per pay period deposit in each employees VEBA account equal to ~~\$18.15 (2009), \$36.30 (2010), and \$85.00 (2011)~~ \$85.85 (Upon ratification 2012), \$87.57 (2013), \$88.44 (January 1, 2014), \$89.33 (July 1, 2014), and \$90.22 (effective last pay date 2014). The deposit amount shall be recalculated for each subsequent year of the agreement based upon the cost of living adjustment each year.
14. **WRS Contribution**; All new employees are required to make the entire WRS contribution equivalent to 50% of the general employees contribution rate (currently 5.9%). Effective the first pay period following final ratification (April 28) all other employees will make a WRS contribution at the rate of 4% of their reportable income, until January 5, 2013 at which time all employees are required to make the entire WRS contribution equivalent to 50% of the general employees contribution rate.
15. Revise **ARTICLE XII – INSURANCE as required by 2011 Act 10 and 2011 Act 32.**
- Section 12.01 - Hospitalization: All employees who desire hospital and sickness insurance, shall be included in the regular County program of hospital and sickness insurance now in force, or as the same may be hereinafter modified or improved, with ~~the County to pay ninety-five (95.0%) percent of the premium and the employee will pay five (5.0%) percent of the premium, effective January 1, 2011 the County shall pay ninety-two percent (92%) of the premium and the employee will pay eight percent (8%) of the premium, which may be administered and funded by the County under a partially self-funded insurance plan to be implemented on July 1, 1987.~~

140 Section 12.02 - Health Benefits at Retirement: An employee shall qualify  
141 for health benefits at retirement under one of the following conditions.  
142

143 1. An employee who is hired before January 1, 2011, and retires with  
144 a minimum of twenty (20) years of continuous service with Oneida  
145 County, at age 53 or older, and who begins receiving an immediate  
146 annuity under the Wisconsin Retirement System (WRS), shall be  
147 allowed to continue under the group hospital and surgical insurance  
148 plan up to the minimum age at which Medicare begins. The County  
149 agrees to pay the single plan rate for employees hired before  
150 January 1, 2011 with at least twenty (20) years continuous service  
151 and the single plan rate, plus seventy-five dollars (\$75) to be  
152 applied to the health plan premium cost of a single plus one or  
153 family plan, for employees with at least twenty-five (25) years of  
154 continuous service who are eligible to retire on or before December  
155 31, 2011, for up to ten (10) years; for employees with at least  
156 twenty (20) years of continuous service and eligible to retire on or  
157 before December 31, 2012, for up to nine (9) years; for employees  
158 with at least twenty (20) years of continuous service and eligible to  
159 retire on or before December 31, 2013, for up to eight (8) years; for  
160 employees with at least twenty (20) years of continuous service and  
161 eligible to retire on or before December 31, 2014, and thereafter,  
162 for up to seven (7) years. In addition to eligibility as noted above,  
163 retired employees may continue their retiree health insurance  
164 coverage for an additional thirty-six (36) months/three (3) years,  
165 provided they pay fifty percent (50%) of the monthly premium. The  
166 employee shall have the option of carrying any plan coverage  
167 above and beyond the single plan, provided the employee pays the  
168 difference between the County's contribution and the cost of the  
169 selected plan coverage.  
170

171 Grandfather clause: The retirement age of 53 shall be reduced to age 50  
172 for that select group of employees actively employed on January 1, 2002,  
173 under the following conditions: (1) who qualify for and take an early  
174 retirement under the W.R.S. rules, and (2) with a minimum age of 50 and  
175 continuous years of service with Oneida County added together total 80  
176 and (3) who meet all other requirements as described in this section.  
177

178 2. An employee who retires from Oneida County under the following  
179 conditions;  
180  
181 A: Between the age of 55 and eligible to participate in the  
182 Federal Medicare program, and  
183 B: With less than 20 years of continuous service to Oneida  
184 County, and

185 C: Is receiving an annuity from the Wisconsin Retirement  
186 System,  
187

188 Shall be allowed to continue under Oneida County's group hospital and  
189 surgical insurance plan up to the date that they are first eligible to  
190 participate in the Federal Medicare program, provided he/she pays the  
191 entire premium for such plan to the County each month.  
192

193 ~~The present medical and hospitalization benefits will not be reduced but~~  
194 ~~the County may from time to time change the insurance carrier if it elects~~  
195 ~~to do so. The County agrees to notify the Association before any such~~  
196 ~~change is implemented and to advise the Association of the terms of the~~  
197 ~~proposed change. If a change in insurance carriers is grieved, the sole~~  
198 ~~issue to be determined is the comparability of benefits expressed in total~~  
199 ~~dollar value to the insured.~~  
200

201 ~~The County and the Association further agreed that the cost containment~~  
202 ~~measures previously developed by the County's reinsurer under such~~  
203 ~~partially self-funded insurance program together with a hospital bill review~~  
204 ~~cost containment measure may be implemented by the County. Further,~~  
205 ~~the County agrees to meet with representatives of the Association and~~  
206 ~~with representatives of the other bargaining units to review the partially~~  
207 ~~self-funded employee group health insurance program, including actual~~  
208 ~~administrative expenses and overall cost of actual claims incurred, or to~~  
209 ~~which the County is obligated, as well as projected or quoted~~  
210 ~~administrative expenses, anticipated claims expenses projected for the~~  
211 ~~next calendar year, and the continued development of a prudent reserve~~  
212 ~~account.~~  
213

214 The County agrees to deposit Twelve Thousand Dollars (\$12,000) into the  
215 employees Voluntary Employees Beneficiary Association (VEBA) Account  
216 upon retirement, or no later than December 31, 2013, for any employee  
217 eligible to retire according to the provisions of 12.02 Retiree Health  
218 Insurance on or before December 31, 2016.  
219

220 ~~Section 12.03 - Prescription Drug Plan: The County shall establish a~~  
221 ~~stand-alone prescription drug plan containing the factors found in~~  
222 ~~Appendix B.~~  
223

224 16. The County agrees to settle the pending grievance on hold-over pay 11-  
225 00104 on a non-precedential basis. The County shall pay the hold-over pay  
226 in controversy to the employee at the next full pay period following ratification  
227 by the County Board.  
228

229 17. The Union shall ratify this agreement no later than March 31, 2012.  
230

231 18. The County shall schedule this tentative agreement for ratification at its next  
232 County Board meeting on April 17, 2012.

233 Vote Required: Majority = \_\_\_\_\_ 2/3 Majority = \_\_\_\_\_ 3/4 Majority = \_\_\_\_\_  
234

235 The County Board has the legal authority to adopt: Yes \_\_\_\_\_ No \_\_\_\_\_ as reviewed  
236 by the Corporation Counsel, \_\_\_\_\_, Date:  
237 \_\_\_\_\_  
238

239 Approved by the Labor Relations Employee Services Committee this 11<sup>th</sup> day of April, 2012.  
240

241 Offered and passage moved by: \_\_\_\_\_  
242 Supervisor  
243 \_\_\_\_\_  
244 Supervisor  
245 \_\_\_\_\_  
246 Supervisor  
247 \_\_\_\_\_  
248 Supervisor  
249 \_\_\_\_\_  
250 Supervisor

251 \_\_\_\_\_ Ayes

252 \_\_\_\_\_ Nays

253 \_\_\_\_\_ Absent

254 \_\_\_\_\_ Abstain

255 \_\_\_\_\_ Adopted

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260 by the County Board of Supervisors this 17<sup>th</sup> day April, 2012.

261 \_\_\_\_\_ Defeated  
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263  
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265

266 \_\_\_\_\_  
Mary Bartelt, County Clerk

\_\_\_\_\_ Ted Cushing, County Board Chair

**ONEIDA COUNTY  
FISCAL IMPACT  
PROTECTIVE UNION  
2012-2014**

	<b>2012 Change</b>	<b>2013 Change</b>	<b>2014 Change</b>
Wages	17,542	37,063	25,905
Social Security	1,342	2,835	1,972
Retirement-er	2,088	4,410	

Retirement-ee	-64,916	-31,327	3,083
Workers Comp	381	804	562
Income Continuation Ins	23	90	80
VEBA	<u>520</u>	<u>4,029</u>	<u>1,192</u>
	-43,021	17,905	32,794
Clothing allowance increase	3,400		
<b>Total</b>	<b>-39,621</b>	<b>17,905</b>	<b>32,794</b>

Revenue Source: Tax Levy