

RESOLUTION # 88 - 2009

1 **Resolution offered by Supervisors of the Labor Relations and Employee Services**
2 **Committee.**

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

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6 **WHEREAS**, the Labor Relations and Employee Services Committee
7 (hereinafter, "Committee), Attorney John Prentice, County Coordinator, Finance
8 Director, Corporation Counsel and Employee Services Manager have met on several
9 occasions with representatives of the Oneida County Courthouse Union employees
10 bargaining unit represented by AFSCME, AFL - CIO (hereinafter, "Union"); and

11 **WHEREAS**, the Committee and the Union have reached a tentative agreement
12 concerning the contract for calendar years 2009, 2010 and 2011; and

13
14 **WHEREAS**, the principal changes, modifications and improvements to the
15 contract, set forth below, have been recommended by the Committee; and

16
17 **WHEREAS**, the Oneida County Board of Supervisors have reviewed the
18 proposed changes for the purposes of ratification of the agreement between the
19 Committee and the Union.

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21 **NOW, THEREFORE, BE IT RESOLVED**, that the Oneida County Board of
22 Supervisors does hereby ratify and approve the contract agreement referred to above
23 for calendar years 2009, 2010 and 2011 as negotiated between the Committee and the
24 Union.

25 **BE IT FURTHER RESOLVED**, The Union's contract for the years of 2009,
26 2010, and 2011 shall incorporate the following principal changes, modifications and
27 improvements:

28 Courthouse Union wage schedule shall increase each year by 2.0% across the
29 board and 1% each year for concessions made on the Retiree Health Insurance
30 benefit, effective December 27, 2008, December 26, 2009, and December 25,
31 2010 respectively.

32 The County agrees not to implement any furlough days in 2010 and 2011.

33 Article 1- Recognition: Section B: (new) Agreements: Agreements reached by
34 the parties to this Agreement shall become effective only when signed by the
35 President and Secretary of Local 79B and authorized representative of the
36 Employer.

37 Section C: Health Benefits at Retirement: An employee shall qualify for
38 health benefits at retirement under one of the following conditions.

- 39
40 1. An employee who is hired before January 1, 2010, and retires with a
41 minimum of twenty (20) years of continuous service with Oneida County,
42 at age 55 or older, and who begins receiving an immediate annuity under
43 the Wisconsin Retirement System (WRS), shall be allowed to continue

44 under the group hospital and surgical insurance plan up to the minimum
45 age at which Medicare begins. The County agrees to pay the single plan
46 rate for employees hired before January 1, 2010, with at least twenty (20)
47 years continuous service and the single plan rate, plus seventy-five dollars
48 (\$75) to be applied to the health plan premium cost of a single plus one or
49 family plan, for employees with at least twenty-five (25) years of
50 continuous service. Employee with twenty (20) years of continuous service
51 and eligible to retire on or before December 31, 2010, for up to ten (10)
52 years; for employees with at least twenty (20) years of continuous service
53 and eligible to retire on or before December 31, 2011, for up to nine (9)
54 years; for employees with at least twenty (20) years of continuous service
55 and eligible to retire on or before December 31, 2012, for up to eight (8)
56 years; for employees with at least twenty (20) years of continuous service
57 and eligible to retire on or before December 31, 2013, and thereafter, for
58 up to seven (7) years. ~~The employee shall have the option of carrying any~~
59 ~~plan coverage above and beyond the single plan, provided the employee~~
60 ~~pays the difference between the County's contribution and the cost of the~~
61 ~~selected plan coverage~~

- 62
- 63 2. An employee who retires from Oneida County under the following
64 conditions;
- 65 A. Between the age of 55 and eligible to participate in the Federal
66 Medicare program, and
 - 67 B. With less than 20 years of continuous service to Oneida County, and
 - 68 C. Is receiving an annuity from the Wisconsin Retirement System, shall
69 be allowed to continue under Oneida County's group hospital and
70 surgical insurance plan up to the date that they are first eligible to
71 participate in the Federal Medicare program, provided he/she pays the
72 entire premium for such plan to the County each month.

73 The County agrees to contribute to the health reimbursement account of each
74 eligible retiree as follows:

- 75 Two Thousand Dollars (\$2000) to employees retiring in 2011;
- 76 Four Thousand Dollars (\$4000) to employees retiring in 2012;
- 77 Six Thousand Dollars (\$6000) to employees retiring in 2013;
- 78 Eight Thousand Dollars (\$8000) to employees retiring in 2014;
- 79 Ten Thousand Dollars (\$10,000) to employees retiring in 2015; and.
- 80 Twelve Thousand Dollars (\$12,000) to employees retiring in 2016;

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82 Article 9 (Insurance – Retirement) is amended to reflect:
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84 Effective December 31, 2009, increase health insurance deductible(s) to: \$1000
85 (single plan), \$1500 (single + one plan) and \$2000 (family plan).

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87 On December 31, 2009, establish a Health Reimbursement Account (HRA) for
88 each employee as follows:

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90 a) HRA monies will be allotted for each employee participating in the health
91 insurance plan at Oneida County annually for the term of union contracts of
92 \$750 (single plan) \$1000 (single + one plan) and \$1500 (family plan).

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94 b) For full-time employees, the County will fully fund the County's share of the
95 deductible in the employee's HRA account. The County share of the
96 deductible for part-time employees shall be prorated. HRA monies will carry
97 over to the new contract year with no maximum cap.

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99 c) Active employees, retirees, and those on COBRA who are covered by the
100 Oneida County Health Plan will have access to all monies allotted to them for
101 deductibles as allowed by the plan. Co-pays (e.g., office visits and
102 prescription drugs) and coinsurance (employees' share of 10% of next \$2000)
103 are excluded. However, these monies may be submitted to the employees
104 Section 125 plan on a pretax basis.

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106 d) Employee deductible is paid first; employer contribution to the deductible is
107 paid after employee deductible has been satisfied.

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109 e) Employees will be vested with full portability rights after five (5) years of
110 continuous eligible employment with Oneida County.

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113 f) Employees eligible for Retiree Health Insurance coverage as of December
114 31, 2009, will be offered the same coverage that is offered to other retirees as
115 of the date of retirement.

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117 g) An employee eligible for Retiree Health Insurance coverage as of December
118 31, 2009, upon actual retirement, has the option of the plan currently offered
119 to other current retirees or the HRA plan. If the non-HRA plan is chosen the
120 balance of the HRA will be forfeited. Any incurred deductibles for the year of
121 retirement under the HRA will be credited to the Retiree plan.

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123 h) Upon separation of employment from Oneida County, there will be no HRA
124 monies deposited into the employee's account in subsequent years.
125 Employees with five or more years of consecutive employment with Oneida
126 County at the time employment separation occurs will be eligible to utilize the
127 post employment benefit portion of the HRA plan as follows:

- 130 i. Employee termination/resignation – no cash pay out of accumulated
131 HRA monies. The former employee, spouse, and dependents can only
132 use for eligible medical claims and health insurance premium under
133 COBRA upon termination/ resignation. Any administrative fees of the
134 HRA program would be the responsibility of the former employee upon
135 termination/ resignation.
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138 ii. Employee retirement – no cash pay out of accumulated HRA monies.
139 Retiree can use for eligible medical claims and health insurance
140 premiums upon retirement. Any administrative fees of the HRA
141 program would be the responsibility of the retiree upon retirement.
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144 iii. Death of employee – no cash pay out of accumulated HRA monies.
145 HRA monies can be used to pay for the deceased employee’s medical
146 bills, eligible spouse and dependent medical bills, or future medical
147 premiums under COBRA. Any administrative fees of the HRA program
148 would be the responsibility of family upon the employee’s death.
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151 iv. Death of single employee with no dependents – no cash pay out of
152 accumulated HRA monies. HRA monies can be used by the estate to
153 pay for the deceased employee’s medical bills incurred before the
154 death.
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156 Article 9 (Insurance – Retirement):Section G (New): The County shall sponsor
157 and provide to employees optional supplemental life, vision, and dental insurance
158 programs with the employee paying 100% of the premiums through payroll
159 deductions. *(Specific terms of each optional plan developed by a committee
160 composed of one representative from each participating union group.)
161

162 Article 11 (Work Day – Work Week):Section B (New):The noon lunch hour for
163 employees shall begin between the hours of 11:00 am and 1:30 pm; however,
164 these hours may be modified to meet program needs if mutually agreeable. An
165 employee may choose to take half hour lunch periods scheduled with the
166 approval of the employee’s supervisor. Employees may start work as early as
167 7:00 am and/or remain until 5:30 pm Monday through Friday. Employees with at
168 least one year of service within the department, at their option, may work an
169 alternate schedule providing the office has sufficient coverage at all times. All
170 schedules, including lunch and break periods must be approved by the
171 employee’s department head at least one week prior in which the schedule goes
172 into effect. The department head retains the right to determine and schedule
173 employees’ work hours as he or she deems appropriate, based on the
174 reasonable needs of the department.
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Article 20 – Miscellaneous Provisions: Section F: Clothing Allowance: The County shall reimburse the Landfill System Technicians, Forestry Maintenance Technicians, Forestry Workers and Maintenance Technicians up to ~~\$150.00~~ \$250.00 per calendar year for the purchase of the following items: Steel toed work boots, Steel toed insulated winter work boots (Iceman Type), Insulated coveralls or insulated bibs, and jacket, and snowmobile bibs and jacket. The above items shall not be worn for personal use. These items shall be kept at the Work Site at all times. A receipt is required prior to any reimbursement.

Article 23 (Duration), Section B, is amended to read: Section B: Termination. This Agreement shall remain in effect beginning ~~January 3, 2009~~ December 27, 2008 through December 31, 2011~~2008~~. At the end of this contract either party may terminate this Agreement provided written notice is given to the other party prior to July 1, 2010 ~~2006~~. Parties mutually agree that future contracts shall end at midnight of the last day of the pay period closest to January 1 of the year in which the contract is to expire.

Section C: Changes. Either party desiring to open, alter, amend, or otherwise change this Agreement shall serve written notice upon the other party no later than July 1st of the year in which the Agreement expires. Following such a written notice, the parties shall schedule a meeting for exchange of initial bargaining proposals no later than September 15th of the year in which the Agreement expires. Said meeting shall be open to the public in accordance with Wisconsin State Statutes chapter 111.70(4)cm.

A fiscal impact statement is attached hereto and made a part hereof.

Approved by the Labor Relations and Employee Services Committee this
9th day of September 2009.

Vote Required: Majority = _____ 2/3 Majority = _____ ¾ Majority = _____

The County Board has the legal authority to adopt: Yes _____ No _____ as reviewed by the Corporation Counsel, _____, Date: _____

Offered and passage moved by: _____
Supervisor

Supervisor

Supervisor

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Supervisor

Supervisor

Seconded by: _____

_____ Ayes

_____ Nays

_____ Absent

_____ Abstain

_____ Adopted

by the County Board of Supervisors this 22th day of September 2009.

_____ Defeated

Robert Brusio, Clerk

Andrew Smith, County Board Chair

**ONEIDA COUNTY
FISCAL IMPACT
COUNTY COURTHOUSE UNION**

WAGES AND FRINGE BENEFITS	2009 Annual Increase 3.00%	2010 Annual Increase 3.00%	2011 Annual Increase 3.00%
Wages	95,014	97,864	100,800
Social Security	7,307	7,526	7,752
Retirement-er Share	5,247	5,676	5,846
Retirement-ee Share	5,628	6,068	6,250
Income Continuation Ins	241	248	255
Workers Comp	<u>738</u>	<u>760</u>	<u>783</u>

	114,175	118,142	121,686
Clothing Allowance Increase	1,200		
Less: Wages paid by fees and state aids	(9,317)	(9,597)	(9,884)
Less: Clothing Allowance paid by fees Contingency Fund-'09/Tax Levy-'10 & '11	(200)		
	105,858	108,545	111,802

RETIREE HEALTH

Eligible for Retiree Health Coverage		# of Employees	
Year Eligible	Contribution	Eligible	
2010	0	8	
2011	2,000	3	
2012	4,000	4	
2013	6,000	0	
2014	8,000	1	
2015	10,000	3	
2016	12,000	<u>2</u>	
		21	

Maximum contribution to HRA in 2016 12,000

Maximum potential contribution 252,000

Revenue Source: Health Insurance Trust Fund

Employees choice of when to retire, not necessarily 2016

Contribution amounts are less than \$12,000 for persons retiring in 2011-2015

Each year an employee postpones retiree health coverage is \$8,300 less in retiree health costs

Employees eligible to retire in 2010 can choose the high deductible HRA plan with the contribution or the low deductible plan without the contribution