

RESOLUTION # 89 - 2009

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

3
4 **Resolved by the Board of Supervisors of Oneida County, Wisconsin:**

5
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 Highway 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:

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29 **Highway Union wage schedule shall increase**

- 30
31 - **Article 9 – Insurance- Retirement: Retiree Health Insurance:** ~~An employee~~
32 ~~who retires with a minimum of twenty (20) years of continuous service with the~~
33 ~~County, at the minimum retirement age established by the Wisconsin Retirement~~
34 ~~System (WRS) or later, and who qualifies for an immediate annuity under the~~
35 ~~WRS, shall be allowed to continue under the group hospital and surgical~~
36 ~~insurance plan up to the minimum age at which Medicare begins. The County~~
37 ~~agrees to pay the single plan rate for employees with at least twenty (20) years~~
38 ~~service and the single plan rate plus seventy five dollars (\$75) for employees~~
39 ~~with at least twenty five (25) years of service. The employee shall have the~~
40 ~~option of carrying any plan coverage above and beyond the single plan, provided~~
41 ~~the employee pays the difference between the County's contribution and the cost~~
42 ~~of the selected plan coverage.~~

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44 An employee shall qualify for health benefits at retirement under one of the

45 following conditions.

- 46
- 47 1. An employee who is hired before January 1, 2010, and retires with a
- 48 minimum of twenty (20) years of continuous service with Oneida County,
- 49 at age 55 or older, and who begins receiving an immediate annuity under
- 50 the Wisconsin Retirement System (WRS), shall be allowed to continue
- 51 under the group hospital and surgical insurance plan up to the minimum
- 52 age at which Medicare begins. The County agrees to pay the single plan
- 53 rate for employees hired before January 1, 2010, with at least twenty (20)
- 54 years continuous service and the single plan rate, plus seventy-five dollars
- 55 (\$75) to be applied to the health plan premium cost of a single plus one or
- 56 family plan, for employees with at least twenty-five (25) years of
- 57 continuous service. Employee with twenty (20) years of continuous service
- 58 and eligible to retire on or before December 31, 2010, for up to ten (10)
- 59 years; for employees with at least twenty (20) years of continuous service
- 60 and eligible to retire on or before December 31, 2011, for up to nine (9)
- 61 years; for employees with at least twenty (20) years of continuous service
- 62 and eligible to retire on or before December 31, 2012, for up to eight (8)
- 63 years; for employees with at least twenty (20) years of continuous service
- 64 and eligible to retire on or before December 31, 2013, and thereafter, for
- 65 up to seven (7) years. The employee shall have the option of carrying any
- 66 plan coverage above and beyond the single plan, provided the employee
- 67 pays the difference between the County's contribution and the cost of the
- 68 selected plan coverage
- 69 2. An employee who retires from Oneida County under the following
- 70 conditions:
- 71 A. Between the age of 55 and eligible to participate in the Federal
- 72 Medicare program, and
- 73 B. With less than 20 years of continuous service to Oneida County, and
- 74 C. Is receiving an annuity from the Wisconsin Retirement System, shall
- 75 be allowed to continue under Oneida County's group hospital and
- 76 surgical insurance plan up to the date that they are first eligible to
- 77 participate in the Federal Medicare program, provided he/she pays the
- 78 entire premium for such plan to the County each month.
- 79

80 The County agrees to contribute to the health reimbursement account of each

81 eligible retiree as follows:

82 Two Thousand Dollars (\$2000) to employees retiring in 2011;

83 Four Thousand Dollars (\$4000) to employees retiring in 2012;

84 Six Thousand Dollars (\$6000) to employees retiring in 2013;

85 Eight Thousand Dollars (\$8000) to employees retiring in 2014;

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Ten Thousand Dollars (\$10,000) to employees retiring in 2015.

Twelve Thousand Dollars (\$12,000) to employees retiring in 2016; and

Article 9 (Insurance – Retirement) is amended to reflect:

Effective December 31, 2009, increase health insurance deductible(s) to: \$1000 (single plan), \$1500 (single + one plan) and \$2000 (family plan).

Article 9 (Insurance – Retirement) is amended to reflect:

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

- a) HRA monies will be allotted for each employee participating in the health insurance plan at Oneida County annually for the term of union contracts of \$750 (single plan) \$1000 (single + one plan) and \$1500 (family plan).
- b) For full-time employees, the County will fully fund the County's share of the deductible in the employee's HRA account. The County share of the deductible for part-time employees shall be prorated. HRA monies will carry over to the new contract year with no maximum cap.
- c) Active employees, retirees, and those on COBRA who are covered by the Oneida County Health Plan will have access to all monies allotted to them for deductibles as allowed by the plan. Co-pays (e.g., office visits and prescription drugs) and coinsurance (employees' share of 10% of next \$2000) are excluded. However, these monies may be submitted to the employees Section 125 plan on a pretax basis.
- d) Employee deductible is paid first; employer contribution to the deductible is paid after employee deductible has been satisfied.
- e) Employees will be vested with full portability rights after five (5) years of continuous eligible employment with Oneida County.
- f) Employees eligible for Retiree Health Insurance coverage as of December 31, 2009, will be offered the same coverage that is offered to other retirees as of the date of retirement.
- g) An employee eligible for Retiree Health Insurance coverage as of December 31, 2009, upon actual retirement, has the option of the plan currently offered to other current retirees or the HRA plan. If the non-HRA plan is chosen the balance of the HRA will be forfeited. Any incurred deductibles for the year of retirement under the HRA will be credited to the Retiree plan.

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132 h) Upon separation of employment from Oneida County, there will be no HRA
133 monies deposited into the employee's account in subsequent years.
134 Employees with five or more years of consecutive employment with Oneida
135 County at the time employment separation occurs will be eligible to utilize the
136 post employment benefit portion of the HRA plan as follows:
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139 i. Employee termination/resignation – no cash pay out of accumulated
140 HRA monies. The former employee, spouse, and dependents can only
141 use for eligible medical claims and health insurance premium under
142 COBRA upon termination/ resignation. Any administrative fees of the
143 HRA program would be the responsibility of the former employee upon
144 termination/ resignation.
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147 ii. Employee retirement – no cash pay out of accumulated HRA monies.
148 Retiree can use for eligible medical claims and health insurance
149 premiums upon retirement. Any administrative fees of the HRA
150 program would be the responsibility of the retiree upon retirement.
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153 iii. Death of employee – no cash pay out of accumulated HRA monies.
154 HRA monies can be used to pay for the deceased employee's medical
155 bills, eligible spouse and dependent medical bills, or future medical
156 premiums under COBRA. Any administrative fees of the HRA program
157 would be the responsibility of family upon the employee's death.
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160 iv. Death of single employee with no dependents – no cash pay out of
161 accumulated HRA monies. HRA monies can be used by the estate to
162 pay for the deceased employee's medical bills incurred before the
163 death.
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167 Article 9 (Insurance – Retirement):Section H (New): The County shall sponsor
168 and provide to employees optional supplemental life, vision, and dental insurance
169 programs with the employee paying 100% of the premiums through payroll
170 deductions. *(Specific terms of each optional plan developed by a committee
171 composed of one representative from each participating union group.)
172

173 Article 12 – Tool, Clothing, and Safety Equipment Allowance: Section A –
174 Mechanics and Leadman: mechanics and selected leadman shall receive a tool
175 allowance of \$ ~~75.00~~ 150.00 per annum payable on January 1st of each year.
176 Section B – Tool Kits: The County will establish a quality standard of tools in a

177 kit that will be furnished by the County to eligible employees except for those
178 employees who wish to provide their own tool kit of comparable quality. The kit
179 will be comprised of the following tools: One hammer of a minimum weight of 16
180 ounces, one pair of pliers of a minimum weight of 6 ounces, one drift type punch
181 of a minimum weight of 8 ounces, one vice-grip pair of pliers, minimum 10 inch
182 size, one crescent wrench, minimum 8 inch size, one regular and one phillips
183 screwdriver of a minimum 8 inch size, one 3/4 by 6 inch cold chisel, with a box to
184 be furnished by the County in which to carry the said tools. The County will pay
185 a tool allowance of ~~\$15.00~~ \$50.00 per year to those employees who wish to
186 maintain their own kits. Employees will be responsible for the maintenance and
187 replacement of the tools and the Highway Commissioner may inspect the kits.
188 Missing tools will be replaced at the employee's expense with tools of
189 comparable quality. For those employees using kits furnished by the County, the
190 County will replace at its expense broken or worn out tools that are handed in.
191 The stockroom clerk, selected leadman and all mechanics who receive a tool
192 allowance under section A shall be excluded from this section.
193

194 Article 21 – Miscellaneous Section A – Rules of the Road/CDL: Employees shall
195 observe the laws of the road and at all times strictly comply with the state and
196 local traffic regulations. Employees shall practice driver courtesy at all times.
197 Oneida County requires all employees who may at any time during a given year
198 drive a vehicle subject to CDL requirements, to obtain a CDL license within 30
199 days of employment or job change, in accordance with the Commercial Motor
200 Vehicle Safety Act of 1986 and the 1989 Wisconsin Act. This requirement
201 includes all necessary endorsements. If the County requires that a current
202 Highway Dept. employee obtain additional endorsements, the County will pay for
203 one test, the license endorsement, and will provide a vehicle to be used in taking
204 the test (if one is necessary), for obtaining the additional endorsement(s).
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206 If an employee loses his CDL or a necessary endorsement for a period of time in
207 excess of ~~three-seven~~ months the employee will be discharged, and PTO will be
208 paid out at current rate, and is unable to obtain an occupational drivers license,
209 ~~the employee will be discharged.~~ For any time period less than ~~three-seven~~
210 months, due to events while on personal time and personal vehicle, Oneida
211 County will make every reasonable effort to assign the employee to non-CDL
212 related work that is available as defined by the highway commissioner. The
213 employee ~~will shall be reduced in pay to~~ paid the after probationary wage rate of
214 a Highway Maintenance Worker. ~~and re-assigned according to the needs of the~~
215 department. ~~The employee will be reinstated within the three-month period,~~
216 ~~when the employee re-acquires his CDL or an occupational permit.~~ If non-CDL
217 related work is not available the employee will be placed on non-FMLA unpaid
218 leave. The employee will be reinstated within the seven month period, when the
219 employee re-acquires his CDL license. If the employee has their CDL license
220 suspended or revoked for any reason other than the above reason the employee
221 shall be terminated.

222 All actions taken by the Highway Department and Oneida County in administering

223 this section are not subject to seniority rights.

224
225 Article 25 (Duration), Section B, is amended to read: Section B: Termination.
226 This Agreement shall remain in effect beginning December ~~30~~27, 2006-~~8~~
227 December ~~27~~31, 200811. At the end of this contract either party may terminate
228 this Agreement provided written notice is given to the other party prior to July 1,
229 2006~~10~~.

230
231 A fiscal impact statement is attached hereto and made a part hereof.

232 Approved by the Labor Relations and Employee Services Committee this

233
234 9th day of September 2009.

235
236 Vote Required: Majority = _____ 2/3 Majority = _____ 3/4 Majority = _____

237
238 The County Board has the legal authority to adopt: Yes _____ No _____ as reviewed by the
239 Corporation Counsel, _____, Date: _____

240
241 Offered and passage moved by: _____

242 _____ Supervisor

243 _____ Supervisor

244 _____ Supervisor

245 _____ Supervisor

246 _____ Supervisor

247 _____ Supervisor

248 _____ Supervisor

249 _____ Supervisor

250 _____ Supervisor

251 _____ Supervisor

252 _____ Supervisor

253 _____ Supervisor

254 _____ Supervisor

255 _____ Supervisor

256 Seconded by: _____

257 _____

258 _____

259 _____ Ayes

260 _____

261 _____ Nays

262 _____

263 _____ Absent

264 _____

265 _____ Abstain

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269 _____ Adopted

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

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273 _____ Defeated

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276 Robert Brusio, Clerk

Andrew Smith, County Board Chair

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**ONEIDA COUNTY
FISCAL IMPACT
HIGHWAY UNION**

WAGES AND FRINGE BENEFITS

	2009	2010	2011
	Annual Increase	Annual Increase	Annual Increase
	3.00%	3.00%	3.00%
Wages	31,281	32,220	33,191
Social Security	2,393	2,465	2,539
Retirement-er Share	1,720	1,869	1,925
Retirement-ee Share	1,846	1,998	2,058
Income Continuation Ins	78	81	83
Workers Comp	<u>898</u>	<u>925</u>	<u>1,079</u>
	38,216	39,558	40,875
Tool Allowance Increase	<u>1,030</u>		
	39,246	39,558	40,875

Revenue Source 53% Tax Levy, 47% Fees for Services

RETIREE HEALTH

Eligible for Retiree Health Coverage	Contribution	# of Employees
Year Eligible		Eligible
2010	0	7
2011	2,000	0
2012	4,000	1
2013	6,000	1
2014	8,000	0
2015	10,000	3

	2016	12,000	<u>1</u>
			13
Maximum contribution to HRA in 2016			<u>12,000</u>
Maximum potential contribution			156,000

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