

RESOLUTION # - 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:**

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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 Social Worker Association
10 employees bargaining unit represented by WPPA (hereinafter, "Association"); and
11

12 **WHEREAS**, the Committee and the Association have reached a tentative
13 agreement concerning the contract for calendar years 2009, 2010 and 2011; and
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15 **WHEREAS**, the principal changes, modifications and improvements to the
16 contract, set forth below, have been recommended by the Committee; and
17

18 **WHEREAS**, the Oneida County Board of Supervisors have reviewed the
19 proposed changes for the purposes of ratification of the agreement between the
20 Committee and the Association.
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22 **NOW, THEREFORE, BE IT RESOLVED**, that the Oneida County Board of
23 Supervisors does hereby ratify and approve the contract agreement referred to above
24 for calendar years 2009, 2010 and 2011 as negotiated between the Committee and the
25 Association.

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

29 Social Worker Association wage schedule shall include across the board
30 increases of \$.45 effective December 27, 2008, December 26, 2009, and
31 December 25, 2010 respectively.

32 As a *quid pro quo* for health insurance concessions the County will deposit per
33 pay period the equivalent of 1% of wages each year as follows: \$16.50 in 2009,
34 \$33.00 in 2010, and \$49.50 in 2011 into the employees VEBA accounts. The
35 deposit amount shall be recalculated for each subsequent year of the agreement
36 based upon the COLA each year.

37 Article 9, Section C, is amended to read:

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

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

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

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

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

77 Twelve Thousand Dollars (\$12,000) to employees retiring during the term
78 of this agreement.;

79 Article 23, Section B, is amended to read:

80 Section B - Termination: This Agreement shall remain in effect beginning
81 January 1, 2007-December 27, 2008 through January, 31, 2008 6, 2012. At
82 the end of this contract either party may terminate this Agreement provided
83 written notice is given to the other party prior to July 1, 2008 11 Parties mutually
84 agree that future contracts shall end at midnight of the last day of the pay period
85 closest to January 1 of the year in which the contract is to expire.

86 Article 20, Section B, Paragraph 2, is amended to read:

87 For employees of the Department of Social Services who are on call pursuant to
88 rules and regulations adopted under the provisions of Chapter 48, Wisconsin
89 Statutes, Juvenile Code, a daily per diem payment of \$50.00 shall be paid, with a

90 minimum of call time of two (2) hours, provided that any call received requires
91 off-premises work activity and in such event the employee shall be paid at the
92 rate of time and one-half pay. A Social Worker with twenty (20) or more years of
93 service may opt out of being assigned call with the approval of the department
94 head.

95 Article 11, Section A is amended to read:

96 The work day shall consist of seven and one-half (7½) hours a day from 8:00
97 a.m. to 4:30 p.m. for five consecutive days each week, Monday through Friday,
98 for a total of thirty-seven and one-half (37½) hours each week. The noon lunch
99 hours for employees shall be staggered. However, each employee shall be
100 allowed one (1) hour off to begin between the hours of 11:30a.m. and 1:30
101 p.m. Monday through Friday. An employee may choose to take half hour lunch
102 periods scheduled with the approval of the employee's supervisor. Employees
103 may start work as early as 7:00 a.m. and/or remain until 5:30 p.m., Monday
104 through Friday. Employees with at least one year of service within the
105 department, at their option, may work an alternate schedule providing the office
106 has sufficient coverage at all times. All schedules, including lunch and break
107 periods, must be approved by the employee's Department Head at least one
108 week prior to the week in which the schedule goes into effect. The Department
109 Head retains the right to determine and schedule employee's work hours as
110 he/she deems appropriate, based on the reasonable needs of the department.
111 When scheduling Social Workers, the Social Service Aide shall not be included in
112 the number of employees allowed to be off during a given time.

113 The Association agrees to withdraw Grievance #09-0366 regarding furloughs.

114 The County will not implement furlough days for the remainder of 2009, 2010 and
115 2011. Any Association member who has already taken furlough days in 2009,
116 may choose to substitute Paid Time Off to be paid for furlough days or leave
117 days as unpaid.

118 *Status quo* on the balance of the contract.

119
120 A fiscal impact statement is attached hereto and made a part hereof.

121
122 Approved by the Labor Relations and Employee Services Committee this
123 5th day of November 2009.

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

126
127 The County Board has the legal authority to adopt: Yes _____ No _____ as reviewed by the
128 Corporation Counsel, _____, Date: _____

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130 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 10th day of November 2009.

_____ Defeated

 Robert Brusio, Clerk

 Andrew Smith, County Board Chair

**ONEIDA COUNTY
 FISCAL IMPACT
 SOCIAL WORKER UNION**

WAGES AND FRINGE BENEFITS

	2009	2010	2011
	Annual Increase	Annual Increase	Annual Increase
	2%-\$.45/HR	2%-\$.45/HR	2%-\$.45/HR
Wages	16,673	16,673	16,673
Social Security	1,275	1,275	1,275
Retirement-er Share	917	967	967
Retirement-ee Share	984	1,034	1,034
Income Continuation Ins	42	42	42
Workers Comp	<u>432</u>	<u>475</u>	<u>475</u>
	20,323	20,466	20,466
	Annual Increase	Annual Increase	Annual Increase

	1%- \$16.50/payperiod	1%- \$16.50/payperiod	1%- \$16.50/payperiod
VEBA Contribution	<u>8,151</u>	<u>8,151</u>	<u>8,151</u>
Total Wage Increase	28,474	28,617	28,617

Revenue Source: 90% Tax Levy and 10% State Aids

RETIREE HEALTH

Eligible for Retiree Health Coverage		# of Employees	
Year Eligible	Contribution	Eligible	
2009	12,000	2	
2010	12,000	0	
2011	12,000	<u>0</u>	
		2	
Maximum contribution to HRA in 2011		<u>12,000</u>	
Maximum potential contribution		24,000	

Revenue Source: Health Insurance Trust Fund

Maximum potential contribution will not be reached due to:

Employees choice of when to retire

Each year an employee postpones retiree health coverage is \$7,400-\$8,200 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