

RESOLUTION NO. 8-498

WHEREAS, the Committee on Salary and Personnel, do hereby recommend ratification of the attached 1998-2000 Iowa County Highway Employees Union Local 1266, AFSCME, AFL-CIO contract. The provisions of the current 1996-1997 collective bargaining agreement's articles and sections were reorganized with the intent to increase the contract's readability and shall continue in full force with the following changes:

1. **Throughout:** Change Article designations from roman numerals to arabic numbers.

2. Article 1 – Recognition

Amend sections 1.02 & 1.03 as follows:

1.02 Regular Employees: Regular employees are defined as employees who may be full-time or part-time, and who normally work throughout the calendar year.

1.03 Seasonal Employees: Seasonal employees are defined as employees who work one season a year, and do not work more than 90 calendar days in any given calendar year.

3. Article 4 – Discipline and Discharge *Reorganized*

4.01 Just Cause

4.02 Union Steward

4.03 Limitations

4.04 Personnel Files

These four reorganized sub-categories contain the language with no amendments from the 1996-1997 Highway Contract under Article XVI – Miscellaneous.

4. Article 5 – Grievances Procedures

Amend Section 5.05 as follows from the language incorporated from Resolution 5-796, which was attached to the 1996-1997 Highway Contract:

5.05 Pay for Time Spent at Hearings: All time spent during regular working hours by a grievant as well as the grievant's witnesses (if said witnesses are County employees), will be paid by the County only if the grievant prevails in the arbitration award. Until the award is issued, such persons shall be on unpaid status for all time spent during regular working hours while participating in the grievance hearing. The Union is entitled to have one (1) bargaining unit representative present at any grievance hearing to assist the Union in the processing of the grievance. That employee shall be on paid status to the extent the grievance hearing is held during the employee's regular working hours. The person serving in this advisory capacity may not be the grievant. The Union shall notify the department head, or the Iowa County Personnel Department in writing at least forty-eight (48) hours in advance of the hearing start time of the names of the persons it intends to appear at the hearing. The Employer and the Union will meet, in advance, to schedule the time when the persons named in the notice are to report. The Employer, retains the right, at all times, to deny permission for any employee to appear at a grievance hearing if it reasonably requires said employee(s) to perform other County work at that time. In such event, the hearing may be cancelled, adjourned, rescheduled, or postponed in the Arbitrator's discretion.

5. Article 6 – Seniority *Reorganized*

This article incorporates and combines the language found in the 1996-1997 Highway Contract under Articles VI-Seniority, VII-Job Posting, and IX-Layoff with no amendment to the language.

6. **Article 7 – Hours of Work** *Reorganized* and amend section 7.04 as follows with the language that was incorporated from a side letter agreement which had been added to the Highway Contract back in November of 1995.

7.04 Distribution of Overtime: Overtime shall be distributed according to the following rules:

- a. **Where work on a job or piece of equipment that is in operation at the end of the normal work day needs to continue beyond the end of the normal workday, the employee(s) working on that job or equipment at that time will be given the first opportunity to work the overtime.**
- b. **Where “a” above, does not apply, or where such offer of overtime provided under “a” is declined, overtime will first be offered to the employee(s) who normally performs the work required.**
- c. **Where “a” and “b” do not result in finding an employee(s) willing to perform the overtime work, overtime will be offered among the other employees in the classification who normally performs the work required with preference given to the employees who are physically closest to the job to be performed.**

7. **Article 8 – Holidays** *Reorganized*

8.03 Holiday Falling During Vacation or Illness: this language was found in the 1996-1997 Highway Contract under Article X – Holidays section 10.02 with no amendment of language.

8.04 Work on Holiday: this language was found in the 1996-1997 Highway Contract under Article X – Holidays section 10.02 with no amendment of language.

8. **Article 10 – Sick Leave** Amend Section 10.01 and 10.03 as follows:

10.01 Accrual and Accumulation: Each regular employee shall be granted and accumulate when not used, one (1) sick leave day (**pro-rated for part-time**) with pay for each month or major fraction thereof of employment until a total of one hundred and twenty (120) days has been accumulated. **Employees who have accumulated 120 days of sick leave shall continue to accrue one day of sick leave, to a maximum of thirty (30) additional days, which shall be placed in a catastrophic sick leave account. The catastrophic sick leave account may be drawn on only in the event that an employee has exhausted all of his/her sick leave, is still unable to return to work, and is still employed by the County.**

10.03 Payout at Death or Retirement: All employees who retire from the County Highway Department and are eligible for Wisconsin Retirement Fund annuity and/or Social Security, or who die while in the employ of the County (in the case of death, their estate shall be entitled) shall be allowed to convert their accumulated sick leave, **other than catastrophic sick leave**, to purchase continuing group hospital and surgical insurance and dental insurance under the county employee’s insurance plan, or they may receive a cash payout of all unused sick leave, at their discretion. Payment of continuing group hospital and surgical insurance and dental insurance under this section shall be the same as the payment for hospital and surgical insurance and dental insurance under 13.01.

9. **Article 11 – Other Paid Leaves** *Reorganized*

Former Contract Article XII - Bereavement Leave was moved under new contract article 11 and combined with Former Contract Article XV – Other Paid Leaves and Allowances with no amendment of language.

10. Article 13 – Insurance and Retirement *Reorganized*
Former Contract Article XV - 15.01 Retirement was moved to Article 13 along with former Contract Article XIII – Health Insurance with no amendment of language.

11. Article 14 – Commercial Driver’s License *New Section 14.07*

14.07 contains a combination of new and former language regarding the County’s post-accident drug and alcohol testing procedures that came out of the settlement of Grievance #31 which was added to the Iowa County Alcohol and Substance Abuse Policy and Procedures for Commercial Driver’s License holders.

14.07 Drug and Alcohol Testing: The parties agree to abide by the procedures set forth under Omnibus Transportation Employees Testing Act of 1991, and relevant U.S. Department of Transportation (USDOT) Rules and Regulations regarding drug and alcohol testing. The Employer shall perform such testing only on employees who are required to be tested by USDOT Rules and Regulations. Notwithstanding the above, the County may require drug and alcohol testing following an accident involving a commercial motor vehicle under the following circumstances:

- a. The accident involves personal injury; or
- b. The accident involves property damage in excess of one thousand dollars (\$1,000); or
- c. The accident involves the loss of human life; or
- d. The employee receives a citation under State or local law for a moving traffic violation arising from the accident; or
- e. There is reasonable suspicion by management or law enforcement personnel investigating the accident that the employee has ingested, used, or was under the influence of alcohol or a controlled substance at the accident scene.

12. Article 15 – Compensation

- a. Effective January 1, 1998 increase all wages by .30
- b. Effective October 1, 1998 increase all wages by .15

Employees classified as mechanics shall receive an additional **five (5c)** per hour, for a total of fifteen (15c) per hour as a tool allowance.

- c. Effective January 1, 1999 increase all wages by .26
- d. Effective October 1, 1999 increase all wages by .26
- e. Effective January 1, 2000 increase all wages by .19
- f. Effective October 1, 2000 increase all wages by .22

Create new Section 15.03, which reads as follows:

15.03 Longevity- Beginning in 2000, each employee who has completed five (5) or more years of service in the highway department shall receive an annual longevity payment of ten dollars (\$10.00) per year of service. Longevity payments shall be made on the first payday in December of each year, based on service in the bargaining unit as of December 1 of that year. Employees who terminate prior to December 1 shall receive a pro-rated longevity payment, based on the number of full months worked prior to termination.

Create new Section 15.04, which reads as follows:

15.04 Pay Day: Employees shall be paid bi-weekly. Paychecks will normally be made available in all shops not later than 3:30 p.m. on the Wednesday following the close of the pay period covered by the paycheck.

13. **Article 16 – No Strike – No Lockout** Amend 16.01 as follows:

16.01 Neither the Union or its officers, agents or County employees will instigate, promote, encourage, sponsor, engage in or condone any strike, picketing against the County, slowdown, concerted work stoppage or any other intentional interruption of work during the term of this Agreement. **The County agrees that it will not lock employees out during the term of this Agreement.**

14. **Article 19 – Term** Amend 19.01 as follows:

19.01 This Agreement shall be effective as of **January 1, 1998**, and shall remain in full force and effect through **December 31, 2000**, and shall automatically renew itself from year to year thereafter until such time that either party desiring to alter, amend or otherwise change this Agreement serves written notice upon the other no later than September 1, 2000, or the first day of September of any year thereafter.

15. Create the agreement as follows which clarifies the Highway Department's past practice:

Agreement on Meal Practices

This agreement clarifies Section 7.02 of the collective bargaining agreement between AFSCME Local 1266 and Iowa County regarding the past practice of the parties as it relates to meal breaks for employees who are called in to work prior to the normal starting time.

The practice to be applied is as follows:

- 1. The meal break practice relates to early call-ins for snow plowing and removal. The practice is applicable when employees are called in such that they are expected to report by 5:00a.m. or earlier.**
- 2. Employees are expected to complete one cycle through their section prior to the meal break. For those patrolmen who have wings on their plows, this typically means that the section is clear. However, in the event of blowing snow, it is possible that parts of the section would never be clear. Nonetheless, after one cycle through the section, the employee may take the meal break after calling the office over the radio, unless management reasonably objects.**
- 3. Subject to the conditions set forth in paragraph 2, above, employees may go to a restaurant on or in the vicinity of their sections for the meal break. Prior to leaving the vehicle the employees should call the office over the radio, "10-7" and upon the employee's return to the vehicle, the employee should call the office over the radio, "10-8." There should not be more than two County vehicles at any particular establishment at any given time.**
- 4. The meal break is a paid break, and shall not exceed 30 minutes.**
- 5. Under normal circumstances, the meal break is in lieu of the 15 minute morning break. This, however, depends on the circumstances. If the employees report much earlier than 5:00a.m., it may be appropriate that a morning break be available in addition to the meal break.**

6. Employees on meal breaks are subject to immediate call to service in the event of a situation that requires immediate attention (such as an accident).

NOW THEREFORE, BE IT RESOLVED, that the above changes and additions be made in the current collective bargaining agreement between Iowa County and Highway Department employees.

Respectfully submitted: April 16th, 1998

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