

**RESOLUTION NO. 7-1098**

**WHEREAS**, the Committee on Salary and Personnel, do hereby recommend ratification of the attached 1998-1999 Iowa County Professional Employees Union Local 413, AFSCME, AFL-CIO contract. The provisions of the current 1996-1997 collective bargaining agreement's articles and sections shall continue in full force with the following changes:

1. Article 9 - Lay-off

Amend Sections 9.01 & 9.01a as follows:

**9.01 Procedure:** Seniority shall apply to lay-off from work, and recall after lay-off from work. The County agrees that no work will be transferred out of the bargaining unit while any unit employees are on lay-off, nor shall any unit employees be laid off as a result of a decision to transfer work out of the unit, provided the decision to transfer work out of the bargaining unit is a mandatory subject of bargaining. If the Employer reduces the number of positions in any ~~department~~ **classification**, the following procedure shall apply:

- a) Employees whose jobs have been eliminated shall have the right to bump ~~the junior employee in their department~~ **any junior employee**, provided they have held the classification of the junior employee in the past, **and provided they are qualified to perform the duties of the employees they have chosen to bump. The requirement that an employee can only bump into a position held in the past shall not apply to positions in the same department.** Volunteers for lay-off will be considered first, in the County's discretion. **The Employer has no obligation to train any employee prior to making the determination that the employee is qualified to perform the work of the employee that he/she proposes to bump.**

Amend Section 9.03 as follows:

**9.03 Recall:** Employees shall be recalled from lay-off in accordance with their seniority to jobs for which they are qualified, provided they have held the classification of the open job in the past. **The requirement that an employee can only be recalled into a position held by the recalled employee in the past shall not apply to positions in the same department.** The employer shall not employ any new employees in positions for which there exists a qualified employee on the re-employment list. Notice of recall shall be sent by the Employer to the laid off employee's last known address. It shall be the laid off employee's responsibility to notify the County Clerk of any change of address while the employee is laid off. Employees who do not respond to such recall notice within fourteen (14) calendar days shall be dropped from the list and all rights shall be lost.

2. Article 10 - Holidays

As follows strike the obsolete language in Section 10.01:

The County observes the following holidays with paid time off:

New Years Day

~~President's Day (Washington's or Lincoln's Birthday Federal) (eliminated eff. 1/1/97)~~

~~One half (1/2) day Spring Day (eff. 1/1/97, full day)~~ Spring Day

Memorial Day

July 4<sup>th</sup>

Labor Day

~~Columbus Day (eliminated eff. 1/1/97)~~

Veteran's Day

Thanksgiving Day

~~One half (1/2) day Christmas Eve (eff. 1/1/97, full day)~~ Christmas Eve Day

Christmas Day

~~One floating Holiday/year (eff. 1/1/97, two (2) per year)~~ Two (2) Floating Holidays/year

As follows strike the last sentence in Section 10.02:

10.02 ~~Employees who are assigned to work on a holiday shall be entitled to take pay or Compensatory time off, at the employee's option, at a rate of one and one-half (1 1/2) hours for each hour worked.~~

Add new Section 10.03 to read as follows:

10.03 **Work Performed on a Holiday**: Employees who are assigned to work on a holiday shall be entitled to take pay or Compensatory time off, at the employee's option, at a rate of one and one-half hours for each hour worked.

3. **Article 12: Sick Leave**

12.02 **Conversion at Retirement or Death**: Except as set forth in section 12.07, herein, all employees who retire from the County and are eligible for Wisconsin Retirement Fund Annuity and/or Social Security, or who die while in the employ of the County (in case of death, their estate shall be entitled) shall be allowed to convert their accumulated sick leave to purchase continuing group hospital and surgical insurance under the County employees' insurance plan, or shall receive a cash payment for their accumulated sick leave based on their final base wage rate.

Add new Section 12.07 to read as follows:

12.07 **Catastrophic Account**. Employees who have accumulated 120 days of sick leave shall continue to accrue one (1) day of sick leave each month, 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.

4. **Article 15 – Other Paid Leaves and Allowances**

15.03 **Jury or Witness Duty**: An employee called for jury duty and who serves as a juror on a regularly scheduled working day or days, or who is subpoenaed to appear at a hearing in their professional capacity, shall be paid by the County at their regular rate, and the amount paid for such services shall be refunded to the County. ~~Employees shall report to work if released from such duty when at least two (2) hours remain in the work day.~~ An employee is required to return to work as soon as reasonably possible after discharge from jury duty (when served in Iowa County) when at least two (2) hours remain in the work day.

15.04 **Bereavement**: When there is a death in the immediate family of an employee, three (3) consecutive working days off with pay will be allowed. Immediate family is defined as parents, step-parents, brother, sister, step-sibling, spouse, children, step-children, mother-in-law, father-in-law, **brother-in-law, sister-in-law**, grandparents, and grandchildren.

One (1) day off with pay will be allowed for the death of aunts, uncles, nieces, nephews, ~~brother-in-law, sister-in-law~~, and spouse's grandparents, spouse's aunt or spouse's uncle.

5. **Article 20 – Term**

Amend 20.01 as follows: This Agreement shall be in full force and effect for a period from January 1, ~~1996~~ 1998 through December 31, ~~1997~~ 1999, and shall continue from year to year thereafter unless either party shall give notice in writing to the other party not less than ninety (90) days prior to the termination date of this Agreement of a desire to change or modify the terms thereof.

6. Article 21 – Compensation

21.03 Wage Schedules amend as shown

**EFFECTIVE JANUARY 1, 1998**

Position	Start	6 Mo.	18 Mo.	30 Mo.
Land Conservationist Land Technician Land Records Technician Programmer/Analyst Sanitarian/Assistant Zoning Administrator	13.30	13.52	13.75	13.99
Social Worker I Juvenile Court Intake Worker I	13.82	14.06	14.28	14.52
Senior Systems Analyst	14.09	14.35	14.61	14.87
Social Worker II Juvenile Court Intake Worker II	14.52	14.77	15.01	15.25
Community Health Nurse	16.49	16.90	17.24	17.59

**EFFECTIVE JANUARY 1, 1999**

Position	Start	6 Mo.	18 Mo.	30 Mo.	72 Mo. (eff. 8/99)
Land Records Technician Programmer/Analyst Sanitarian/Assistant Zoning Admin.	13.30	13.52	14.16	14.41	14.55
Land Conservationist Land Technician	13.30	13.52	14.24	14.47	14.61
Social Worker I Juvenile Court Intake Worker I	13.82	14.06	14.71	14.96	
Senior Systems Analyst	14.09	14.35	15.05	15.32	15.47
Social Worker II Juvenile Court Intake Worker II	14.52	14.77	15.46	15.71	15.87
Community Health Nurse	16.49	16.90	17.76	18.12	

- Note: A. 1998: All rates are to be increased by 3%.
- B. 1999: The start and 6 month rates are frozen. The 18 month and 30 month rates are increased by 3%. The Land Conservationist and the Land Technician will receive the adjustment indicated. Effective the second pay period in August, a six year (72 month) step is created in the positions indicated, at 1% over the 30 month step.
- C. The parties agree that the settlement in this Agreement regarding the establishment of the 72 month step will not be citeable in any other arbitration proceeding, except to enforce its own terms.

**21.05 On Call Policy and Rates:** Employees who are on call shall be furnished with a pager and shall be required to remain within the range of the pager (~~30~~ **not to exceed 35** miles) while on call. On call assignments shall be rotated among Social Services and Juvenile Court Intake employees on a weekly basis. The Employer will make arrangements within the time limits required by law after hire for new employees to enroll in necessary intake training courses provided for by the State of Wisconsin. No new employee who does not have the certificate from said training shall be in the rotation. Any new employee hired with the certificate from said training shall be placed in the rotation within thirty (30) days of hire. Employees will be paid ~~one hundred forty five dollars (\$145.00) per week; effective January 1, 1995 one hundred fifty five dollars (\$155.00) per week; effective January 1, 1997, one hundred sixty dollars (\$160.00) per week~~, in addition to their regular salaries for every week they serve on call. Employees who are called out for work outside of their normal work hours while on call shall be entitled to receive compensatory time in accordance with Article 8. **On-call employees called in to work on a holiday shall be paid time and one-half for each hour worked, plus holiday pay.**

**NOW THEREFORE, BE IT RESOLVED, by the Iowa County Board of Supervisors that:**

The Iowa County Board of Supervisors adopts the recommendations of the Committee on Salary and Personnel and approve the above changes and additions be made in the current collective bargaining agreement between Iowa County and the Profession Union employees.

Dated this 14<sup>th</sup> day of October, 1998.

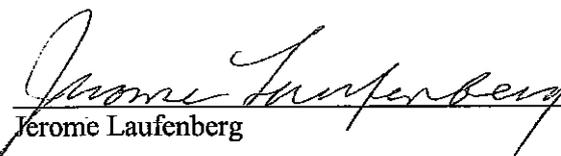
Respectfully submitted:

  
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 Neil Jefferson, Chairperson

  
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