

RESOLUTION NO. 2005-145

RESOLUTION BY THE FINANCE AND HUMAN RESOURCES COMMITTEE ESTABLISHING TERMS AND CONDITIONS OF EMPLOYMENT BETWEEN RACINE COUNTY AND BELLE CITY LODGE NO. 437, DISTRICT 10 INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS COURTHOUSE EMPLOYEES UNIT FOR THE PERIOD OF JANUARY 1, 2005 THROUGH DECEMBER 31, 2006

To the Honorable Members of the Racine County Board of Supervisors:

BE IT RESOLVED by the Racine County Board of Supervisors that the extension of the existing Collective Bargaining Agreement between Racine County and Belle City Lodge No. 437, District 10 International Association of Machinists and Aerospace Workers Courthouse Employees Unit as amended as set forth in the Summary attached to this resolution as Exhibit "A" which is attached hereto and incorporated herein is authorized and approved for the period of January 1, 2005 through December 31, 2006. A copy of the full Collective Bargaining Agreement between the parties is on file with the County Clerk.

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that any two of the County Executive, the County Clerk and/or the County Board Chairman are authorized to execute any contracts, agreements or other documents necessary to carry out the intent of this resolution.

Respectfully submitted,

1st Reading \_\_\_\_\_

FINANCE AND HUMAN RESOURCES COMMITTEE

2nd Reading \_\_\_\_\_

BOARD ACTION

\_\_\_\_\_  
Peter L. Hansen, Chairman

Adopted \_\_\_\_\_

For \_\_\_\_\_

Against \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Van H. Wanggaard, Vice-Chairman

VOTE REQUIRED: 2/3's M.E.

\_\_\_\_\_  
Pamela Zenner-Richards, Secretary

Prepared by:  
Corporation Counsel

\_\_\_\_\_  
David J. Hazen

\_\_\_\_\_  
Thomas Pringle

\_\_\_\_\_  
Q. A. Shakoor, II

\_\_\_\_\_  
Kenneth Lumpkin

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**INFORMATION ONLY**

**WHEREAS**, a tentative bargaining agreement has been reached between Racine County and Belle City Lodge No. 437, District 10 International Association of Machinists and Aerospace Workers Courthouse Employees Unit for the period of January 1, 2005 through December 31, 2006.

September 26, 2005

RACINE COUNTY  
And  
BELLE CITY LODGE NO. 437, DISTRICT 10  
INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS  
COURTHOUSE EMPLOYEES UNIT  
**Tentative Agreement**  
For a 2005-06 Contract

Article

AGREEMENT Change "2002" to "2005" and "2004" to "2006"

3.01 Except as otherwise provided herein, the management of the operations and the direction of the working forces, including the right to hire and the right to suspend, discipline or discharge for cause, the right to transfer, promote or relieve employees from duty because of lack of work or other legitimate reasons, the right to establish and make effective reasonable rules of conduct and the assignment of employees to a job, is vested in the County, together ~~with~~ with all other functions of management, with the understanding that such rights of management will not be used for the purpose of discrimination against any employee.

4.01 LETTER OF UNDERSTANDING #1 shall be deleted and Article 4.01 amended as follows:

In matters involving lay offs or recalls of full time employees, seniority, skill, and ability will be given consideration, but wherever practical, the last person hired shall be the first person laid off. Regular part time employees shall have seniority rights among regular part time employees for lay off and recall purposes only. Individuals on work relief shall not be placed in any position when a regular employee is on lay off from that position.

1. Where individuals in positions being eliminated can perform the work of less senior employees, the least senior employees will be laid off.

2. The individuals in the positions being eliminated will then be assigned to the positions of the least senior employees who are laid off. If possible, these assignments will be made with no reductions in pay.

3. Where such re-assignment would require a reduction in pay, the individual so affected will have the right to be placed in the position of the least senior person in the next lower classification if he/she can perform the work.

4. When an individual is placed in a lower classification as a result of the application of this policy, that individual's salary will be reduced to a step in the lower range which is equal to or the nearest step lower than their current salary.

18.03 At no cost to the employee, the County will provide a group life insurance and AD&D policy equal to one times an employee's annual salary rounded to the nearest ~~\$500~~ \$1,000 for each full time employee. This amount will be adjusted as of January 1 of each year. To be eligible for this benefit, the employee must complete and return proper enrollment forms within thirty (30) days of his/her hire date. Employees failing to enroll within this thirty (30) day period can only subsequently enroll during the County's annual open enrollment period and subject to the conditions of the life insurance plan.

18.04 (1) Employees will contribute ten (10) percent of the premium for the coverage selected by the employee. Effective January 1, 2006 employees will contribute fifteen (15) percent of the single or family premium for the coverage selected by the employee. The payment will be made through payroll deduction from the first two paychecks of each month.

21.03 Effective January 1, 1989, any employee retiring under the Wisconsin Retirement Plan shall be entitled to be continued under the County's group health insurance plan by paying a percentage of the premium based on years of service. Any employee who exercises his/her right to continue under said group policy as stated in this provision, shall be required to pay his/her share of the cost of such insurance coverage to the County Treasurer at least thirty (30) days prior to the date of the insurance premium. Such retired employees are also required to purchase the Medicare Part B plan for themselves and their spouse, when the employee and/or spouse is age sixty-five (65). The following premium requirements apply to all current and future retirees.

Over 25 years of service	5%
20, 21, 22, 23, 24 years of service	10%
15, 16, 17, 18, 19 years of service	20%
10, 11, 12, 13, 14 years of service	25%
5, 6, 7, 8, 9 years of service	40%
1, 2, 3, 4 years of service	50%

The above contribution rates do not apply to employees on long term disability, who will be required to contribute 10% until normal retirement age, regardless of length of service. Employees who begin receiving a long term disability benefit on, or after, January 1, 2006, will be required to contribute 15% until normal retirement age, regardless of length of service.

Effective with the ratification of the 2005-06 contract any employee retiring under the Wisconsin Retirement Plan shall be entitled to be continued under the County's group health insurance plan by paying a percentage of the premium based on years of service. The following premium requirements apply to all employees retiring on or after the ratification of the 2005-06 contract. The other provisions specified above continue to apply.

<u>25 years &amp; over of service</u>	<u>5%</u>
<u>20, 21, 22, 23, 24 years of service</u>	<u>10%</u>

<u>15, 16, 17, 18, 19 years of service</u>	<u>20%</u>
<u>10, 11, 12, 13, 14 years of service</u>	<u>25%</u>

After the ratification of the 2005-06 contract, employees retiring with less than 10 years of service will not be eligible for County retirement insurance.

Effective January 1, 2015 any employee retiring under the Wisconsin Retirement Plan shall be entitled to be continued under the County's group health insurance plan by paying a percentage of the premium based on years of service. The following premium requirements apply to all employees retiring on or after January 1, 2015. The other provisions specified above continue to apply.

<u>25 years &amp; over of service</u>	<u>5%</u>
<u>20, 21, 22, 23, 24 years of service</u>	<u>10%</u>
<u>15, 16, 17, 18, 19 years of service</u>	<u>20%</u>

After January 1, 2015, employees retiring with less than 15 years of service will not be eligible for County retirement insurance.

27.01.1 Change "2002" to "2005" and "2004" to "2006"

XXIX New Article (Delete Letters of Understanding 2, 3, 4 & 7 and incorporate into this new Article.)

**ARTICLE XXIX  
CORRECTION OFFICERS**

29.01 This Article establishes the terms and conditions of employment for the position of correction officer. The provisions of the existing contract apply, except where specific provisions of this Article differ.

1. Posting procedure.

The normal posting procedure specified in the contract will be followed, except that the posting will be on a countywide basis.

2. Selection procedures.

The County will use a two-stage process to establish an eligibility list for these positions. The first step will be a written examination. Candidates passing the written examination will then proceed to an oral examination. The scores from these two examinations will be totaled and will produce a final result on a scale of 0 - 100. Courthouse bargaining unit employees who post for these positions and successfully complete the examination process will have points added to their total score. These additional points will be based upon one point per year of service to a maximum of five. Points will be determined based upon the employees length of service as of the date of the oral examination and will be rounded to the next highest year of service, so

that an employee with two years and two months of service will be awarded three additional points. Once all points are totaled, the County will establish an eligibility list and the Sheriff will be provided with five names for each vacancy.

### 3. Probationary period.

The probationary period for all employees when they begin working in these positions will be for a period of nine (9) months. The following additional consideration will be given to courthouse bargaining unit employees who transfer into the correction officer positions. If any of these transferred employees fails to successfully complete the probationary period, that employee will retain bargaining unit job posting rights for a period equal to their length of service with the County, but not to exceed two years. This provision does not apply if the employee is terminated for misconduct.

### 4. Seniority.

Bargaining unit employees transferring into these positions will retain seniority based upon their entire length of continuous service with Racine County.

For possible layoffs, the correction officers will be considered as an entirely separate job group. If layoffs occur in the correction officer positions, those employees will not be allowed to bump into other County positions. Conversely, if layoffs occur in other bargaining unit positions, those employees will not be allowed to bump into the correction officer positions.

The original shift selections for the first group of employees will be posted and awarded based upon seniority as a correction officer. Once a year each of the correction officers will complete a form indicating preference for a particular shift. The Sheriff's Department will provide a form and specify the deadline for submitting the shift preference form. Each calendar year when a position becomes vacant, it will then be offered to the employee with the most seniority as a correction officer having expressed a preference for that shift. If that employee declines, he/she will then be removed from the preference list until the next sign-up period. The position will then be offered to the next most senior employee expressing a preference for that shift, and if that employee declines it will then be offered to the next most senior. The position will be offered to a maximum of three employees and if all three decline, the person hired from the eligibility list will be placed in the position. Employees will be informed that changing to a new shift may affect their off-day schedule and the availability of vacation that they have already selected. There will be no actual posting of the vacant positions and vacancies will be filled from the existing eligibility list. During the first year of employment for all new correction officers, they will be rotated through all shifts so that they are thoroughly trained in all aspects of the job.

The shift assignments would be a 5/2 5/3 rotation schedule. The eleven paid holidays as specified in the labor contract will be considered as "included in the off day schedule".

Vacation will be selected by these employees within the correction officer group and separate from deputy vacation selections. The procedure for selecting vacation will be as specified in the courthouse bargaining unit contract. During the vacation selection process, the most senior employee can reserve all of his/her vacation. After the vacation selection process, any further vacation selections will be on a first come, first serve basis.

In the event that there are several employees who became correction officers on the same date, seniority will be determined by employee number. The employee having the lowest number would have the greatest seniority.

29.02

With the existing paid holidays incorporated into the new 5-2 and 5-3 workweek schedule, the Union and County were concerned that Officers would not have those holidays to use when a day for a special occasion or a special reason was needed. The Command Staff assured the Union that supervisory personnel would continue to cooperate with Officers when such special reason days off were needed. Four (4) ways of accomplishing this were set forth as follows:

1. Compensatory time earned, a vacation day, a floating holiday, could be used for such a purpose.
2. If none of the above days are available to a Officer, then such Officer would be allowed to trade days off with another Officer.
3. If none of the above can be accomplished in order to give a Officer a necessary day off, then such Officer could work one (1) of his/her normal days off and substitute that day off when needed.
4. All days off are subject to the efficient administration of the department.

29.03

#### CORRECTION OFFICER SHIFT PICKS

##### 1. ANNUAL SHIFT PICK

Correction Officers will have their annual assignment determined by an annual shift pick.

##### 2. SHIFT PICK PROCEDURES

Shift assignments will be posted once a year on November 1, for thirty (30) days unless the Union and management mutually agree to modify the posting period. The schedule will be in effect on January 1 of the following year. Seniority shall be used as the basis for selection of shift, hours of work on the shift where the hours for a particular duty do not coincide with the normal three (3) shifts. The Sheriff has sole right to determine the duty assignments for personnel on each shift and in each position.

(A) Seniority for picking shift preferences will be started with the Correction Officer with the greatest seniority and then rotate to the next most senior individual.

(B) Management has the sole right to determine day off group assignments for all members at the time of the annual posting. Those remaining on the same shift as the year before will have a priority in retaining their same day off group. Day off group assignments will not be changed at the request of the employee unless approved by the Sheriff, and at no cost to the County.

(C) The Sheriff reserves the right to develop the annual posting for Correction Officers indicating the sex gender of the positions if it is determined by the Sheriff there are special needs based on sexual gender that must be fulfilled. This item is non-grievable/non-negotiable.

(D) Should vacancies occur during the year, those vacancies will be filled by assignments of the Sheriff, or his designee, and are not subject to the posting procedure until the annual picks.

29.04 The following changes will be effective January 1, 2003:

1. The title of Correction Clerk (wage grade 4) will be eliminated and replaced with the title of Correction Officer (wage grade 3).
2. All employees in the position of Correction Clerk, as of January 1, 2003, will be moved to the Correction Officer position. The employee will be placed at the step in grade 3 that corresponds to the employee's step in grade 4, for example, an employee in grade 4, step 5 will be moved to grade 3, step 5. All other dates relevant to step movement, benefits, and/or vacation picks will remain unchanged.
3. In exchange for the above, the Union agrees that employees in the position of Correction Officer may be assigned any duties related to the operation of County Corrections, including the filling of assignments currently performed by deputized staff.

SCHEDULE A Increase the January 1, 2004 wages as follows:

January 1, 2005	2.0% with a minimum increase of \$0.40 per hour.
January 1, 2006	1.0% with a minimum increase of \$0.21 per hour.
July 1, 2006	1.0% with a minimum increase of \$0.21 per hour.

The wages of Vehicle Service Technician position will be changed from Bldg Maint Eng I to Bldg Maint Eng II

Delete Letters of Understanding #5 & #6 with the following provisions of Letter of Understanding #6 incorporated into SCHEDULE A – WAGES.



The following recommendations of the joint Union-Management Committee, are hereby incorporated into the Agreement:

**Grade 2 (2001 Agreement)**

Deputy Clerk of Courts - Effective January 1, 2002 change title to Deputy Court Clerk II. As each incumbent leaves the position, it will be changed to Deputy Court Clerk, Grade 4.

Effective January 1, 2002 change the title of one other Deputy Clerk position to Deputy Small Claims Clerk and when the current incumbent leaves the position, it will be moved to Grade 3 with the same title of Deputy Small Claims Clerk.

Deputy Register in Probate - This position will remain in Grade 2 until the current incumbent leaves the position, at which time the position and title will be placed in Grade 4.

**Grade 4 (2001 Agreement)**

Desk Clerk - Delete this title. No incumbents in the position.

Booking Clerk - Delete this title. No incumbents in the position.

**Grade 5 (2001 Agreement)**

Court Worker - Effective January 1, 2002 change the title to Deputy Court Clerk and place the position in Grade 4. All incumbents will receive wage increases consistent with the practices in place for reclassifications.

**Grade 6 (2001 Agreement)**

Clerk Typist - Effective January 1, 2002 two positions will be reclassified to Senior Clerk Typist, Grade 5.



Note: This analysis measures annual wage rates at points in time. Because employees receive step increases on their anniversary date, the budget impact will be less.

After reviewing the Resolution/Ordinance and fiscal information supplied, your Finance Committee recommends FOR--AGAINST adoption.

REASONS

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FOR

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AGAINST

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