

Tentative Agreement for 2015 AFSCME Contract

1. Contract Term

Effective December 14, 2014 through December 12, 2015

2. Changes Consistent with Other Employee Groups

Any changes to wages or benefits that are voluntarily negotiated or otherwise implemented by the County in 2015 for an entire employee group including any other bargaining unit or the group of unrepresented employees will be automatically applied to the new contract. If a conflict exists between changes for different bargaining units or unrepresented employees, the more favorable or less severe changes will be applied to this contract. If no equivalent benefit exists, a proportionate benefit or savings will be applied to the contract. This provision does not apply to changes imposed by an arbitrator.

3. Cost Containment

If the levy limit imposed by the State of Wisconsin for operating purposes is not sufficient to fund the cost to continue current employees in 2015, the County shall have the right to reduce employee base wages by up to 1.9% effective on the first day of the 2015 payroll year to fund those costs. (See paragraph #5 below) This reduction will continue through the remainder of term of the contract and will end on the last day of the 2015 payroll year. Limited term employees will be subject to the same wage rate reduction as regular employees.

The wage rate reduction will not affect non-wage based benefits.

Any overtime worked or compensatory time paid to an employee during the reduction period will be paid at the employee's regular rate plus any applicable step or longevity increases, not at the reduced rate. The reduction will not apply to calculations of overtime or compensatory time.

In exchange for the across the board wage rate reduction, employees will be credited with up to 40 hours of personal leave time to correspond to the amount of reduction necessary. The personal leave time will be granted effective on the first pay period in 2015. All non-essential employees in Locals 720, 2634, and 1871 will have up to 5 (five) fixed days off when non-essential County offices are closed. The potential dates of closure in 2015 listed in preference order will be July 3, 2015, May 22, 2015, September 4, 2015, November 25, 2015, and April 3, 2015.

Non-essential employees who do not report to work on the fixed days off will record the use of personal leave hours consistent with their normal work schedule on that day. Employees not scheduled to work on the fixed days off will not record any personal leave time used on the fixed days off.

Local 65, 705, and essential 720, 2634 and 1871 employees will not have fixed days off. These employees will be credited with up to 40 hours of personal leave time to be used on a floating basis. Employees may schedule such personal leave time off with advance supervisory approval. Personal leave time may be substituted for vacation time.

On the closure days, Local 2634 Emergency Protective Services shall staff at least two (2) employees to be on call.

Personal leave time for part-time employees will be prorated by the employee's full-time (FTE) equivalent status in effect on December 14, 2014 and will be implemented after taking into consideration an employee's participation in fixed days off.

Unused personal leave hours credited herein will be carried forward into the next payroll year, but they must be used by the end of that payroll year or they will be lost.

If an employee retires or separates from County service during the reduction period, any separation payouts or conversions at retirement that are due to the employee will be paid at the employee's regular, not reduced base rate of pay. The 1.9% reduction will not apply to these calculations.

4. Other Cost Savings Measures

The County will solicit ideas from employees, employee groups, and their representatives on cost saving measures which may be implemented by the County in 2015.

5. Voluntary Time Away Program

A voluntary time away program will developed in consultation with employees, employee groups, and their representatives and will be offered to employees to reduce the amount of savings needed from the cost containment measure in paragraph #3. Voluntary time away requests must be submitted by August 1, 2014 and will be subject to department head approval. Departments may set reasonable eligibility standards based on attendance or disciplinary records and reasonable limits on the amount of voluntary time away approved for any individual employee, and departments may require employees to bank any voluntary time away that is approved.

6. Limitations on Cost Containment

The savings generated by this agreement shall not exceed the cost to continue attributable to employees in the AFSCME bargaining unit. The savings, if any, from paragraph #2, #4 and #5 will be counted first. If that savings is not sufficient to fund the cost to continue employees in the AFSCME bargaining units, the wage adjustment percentage will be sized to fund the remaining cost to continue, and the personal leave hours will be adjusted to be consistent with that percentage. In no event will the amount of savings generated from paragraphs #2, #3, #4, and #5 be greater than the cost to continue employees in the AFSCME bargaining units.

7. Retirees in 2015

Employees who retire in 2015 will have the opportunity to “buy back” the wage reduction in paragraph #3 using an equivalent amount of vacation time. Employees wishing to exercise this option must provide notice to the County by August 1, 2014. The dollar value of vacation time will be calculated using the employee’s current hourly rate on August 1, 2014.

8. Vacation Bank Cap

The vacation bank cap will be increased by 40 hours.

9. Agreement Voided by Repeal of Act 10 and Act 32

In the event that Act 10 and Act 32 are repealed in their entirety, or found unconstitutional, and the pre Act 10/32 collective bargaining legal status is restored, this agreement shall be null and void.

10. Agreement Voided if Triggers Act 10 or Act 32

In the event that this agreement would be found to trigger the nullification of the current collective bargaining agreements, then this Agreement shall be considered null and void, and the 2011-2013 and 2014 bargaining agreements shall remain unaltered.