

INDEX
SPECIAL SESSION
MONDAY, OCTOBER 24, 2005

	PAGE
<u>MISCELLANEOUS:</u>	
Call of the Special Meeting.....	1
Notice of Special Meeting	2
Certificate of Publication	3
<u>EXECUTIVE COMMITTEE:</u>	
Resolution Accepting a Labor Agreement With AFSCME.....	5
Tentative Agreement of Madison County and AFSCME.....	5
Letter Distributed By Mr. Prehn	14
Conversation on AFSCME Contract	15

MADISON COUNTY BOARD

STATE OF ILLINOIS)
) SS
COUNTY OF MADISON)

Proceedings of the County Board of Madison County, Illinois, at a Special Session of said Board held at the Administration Building in the City of Edwardsville, in the County and State aforesaid, on Monday, October 24, 2005 at 5:00 p.m., and held for the transaction of County business.

MONDAY, OCTOBER 24, 2005
SPECIAL SESSION

This Special Meeting was called to order by Alan J. Dunstan, Chairman of the Madison County Board.

* * * * *

The Pledge of Allegiance to the flag was said by all of the Members of the Board as led by Mr. Daiber.

* * * * *

The roll was called by Mark Von Nida, County Clerk, showing the following members present:

PRESENT: Messers Adler, Ms. Brown, Burris, Daiber, Ms. Fitzgerald, Ms. Glasper, Ms. Hawkins, Hoechst, Holliday, Julian, Ms. Kuhn, Laub, Meyer, Minner, Ms. Overton, Patton, Ms. Perjak, Prehn, Ms. Ruppert, Scheibel, Schuler, Semanisin, Shipley, Thurau, Trucano, Wangard, and Dunstan.

ABSENT: Ms. Myers, Ruebhausen, and Stobbs.

* * * * *

The Clerk of the Board then read the following Call:

STATE OF ILLINOIS)
) SS
COUNTY OF MADISON)

TO: MR. MARK VON NIDA, COUNTY CLERK OF MADISON COUNTY, ILLINOIS

We, the undersigned members of the County Board of Madison County, Illinois hereby request you call a Special Meeting of the County Board of said Madison County, Illinois, to be held

at the Administration Building in the City of Edwardsville, on Monday October 24, 2005, at the hour of 5:00 p.m. for the following purpose:

1. Consideration of AFSCME Negotiating Contract.

s/ Michelle Ruppert
s/ Jack Minner
s/ Tom Hoechst
s/ Kent Scheibel
s/ E. Allan Schuler
s/ Jeff Julian
s/ Sue Brown
s/ William S. Meyer
s/ Bob Shipley
s/ Robert A. Daiber
s/ Helen Hawkins

s/ Michael Holliday, Sr.
s/ M. Joe Semanisin
s/ Larry Trucano
s/ Judy Kuhn
s/ Christopher Wangard
s/ Hall Patton
s/ Frank Laub
s/ Gussie Glasper
s/ Sharon Perjak
s/ Mark S. Burris

The following notice of Special Meeting as sent to all Members of the Board and news media was then read:

STATE OF ILLINOIS)
) **SS**
COUNTY OF MADISON)

**NOTICE OF SPECIAL MEETING
COUNTY BOARD
MADISON COUNTY, ILLINOIS**

Notice is hereby given that one-third of the members of the Madison County Board have, in writing addressed to me as Clerk of the Board, a request that a Special Meeting of the Madison County Board be held at the Nelson "Nellie" Hagnauer County Board Room in the Administration Building in Edwardsville, in said County at 5:00 P.M. Central Daylight Savings Time, on Monday, October 24, 2005.

Now, therefore in pursuance to the Statute in such case made and provided, notice is hereby given that on Monday, October 24, 2005, at the hour of 5:00 p.m. Central Daylight Savings Time, a Special Meeting of said County Board will be held at the time and place aforesaid for the following purpose:

- 1. Consideration of AFSCME Negotiating Contract.

Dated at Edwardsville this 21st day of October, 2005.

s/ Mark Von Nida
County Clerk and Clerk of the
County Board

The following Certificate of Publication was then read by the Clerk:

CERTIFICATE OF PUBLICATION

**NOTICE OF SPECIAL MEETING COUNTY BOARD
MADISON COUNTY, ILLINOIS**

**FREEDOM NEWSPAPERS OF ILLINOIS, INC.
111 EAST BROADWAY, ALTON, ILLINOIS 62002**

DOES HEREBY CERTIFY THAT IT IS THE PUBLISHER OF THE TELEGRAPH.

The said Telegraph is a secular newspaper and has been published daily in the City of Alton, County of Madison and State of Illinois, continuously for more than one year prior to the first publication of the notice appended, and is of general circulation throughout the Counties of Madison, Macoupin, Jersey, Greene, and Calhoun in the State of Illinois, and that it is a newspaper as defined in "An Act to Revise the Law in Relation to Notices: as amended by act approved July 17, 1959-ILL. Revised Statutes, Chap. 100 Paragraphs 1 & 5.

That the Notice appended was published in the said Telegraph on October 22, 2005.

IN WITNESS WHEREOF, THE UNDERSIGNED HAS CAUSED THIS CERTIFICATE TO BE SIGEND THIS 24TH Day of October, A.D. 2005.

BY; Judy Pate, Secretary

Publication Fee \$44.40

STATE OF ILLINOIS)
) SS
COUNTY OF MADISON)

**NOTICE OF SPECIAL MEETING
COUNTY BOARD
MADISON COUNTY, ILLINOIS**

Notice is hereby given that one-third of the members of the Madison County Board have, in writing addressed to me as Clerk of the Board, a request that a Special Meeting of the Madison County Board be held at the Nelson "Nellie" Hagnauer County Board Room in the Administration

Building in Edwardsville, in said County at 5:00 P.M. Central Daylight Savings Time, on Monday, October 24, 2005.

Now, therefore in pursuance to the Statute in such case made and provided, notice is hereby given that on Monday, October 24, 2005, at the hour of 5:00 p.m. Central Daylight Savings Time, a Special Meeting of said County Board will be held at the time and place aforesaid for the following purpose:

2. Consideration of AFSCME Negotiating Contract.

Dated at Edwardsville this 21st day of October, 2005.

s/ Mark Von Nida
County Clerk and Clerk of the
County Board

* * * * *

Mr. Daiber moved, seconded by Mr. Holliday, to enter executive session to discuss collective bargaining under the Open Meeting Act exemption set forth in 5 ILCS 120/2(c) (2) "Collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees."

The ayes and nays being called for on the motion to adopt resulted in a vote as follows:

AYES: Messer. Adler, Ms. Brown, Burris, Daiber, Ms. Fitzgerald, Ms. Glasper, Ms. Hawkins, Hoechst, Holiday, Julian, Ms. Kuhn, Laub, Meyer, Minner, Ms. Overton, Patton, Ms. Perjak, Prehn, Ms. Ruppert, Scheibel, Schuler, Semanisin, Shipley, Thurau, Trucano, and Wangard.

NAYS: None.

Ayes 26. Nays 0. Whereupon the Chairman declared the motion to go into Executive Session duly adopted.

* * * * *

Mr. Daiber moved, seconded by Mr. Scheibel, to return to the open session of the meeting.

The ayes and nays being called for on the motion to adopt resulted in a vote as follows:

AYES: Messer. Adler, Ms. Brown, Burris, Daiber, Ms. Fitzgerald, Ms. Glasper, Ms. Hawkins, Hoechst, Holiday, Julian, Ms. Kuhn, Laub, Meyer, Minner, Ms. Overton, Patton, Ms. Perjak, Prehn, Ms. Ruppert, Scheibel, Schuler, Semanisin, Shipley, Thurau, Trucano, and Wangard.

NAYS: None.

Ayes 26. Nays 0. Whereupon the Chairman declared the motion to return to the open session of the meeting duly adopted.

* * * * *

The following Resolution was submitted and read:

A RESOLUTION ACCEPTING A LABOR AGREEMENT WITH AFSCME

WHEREAS, the current contract with AFSCME Council 31 for and on behalf of Local 799 and Madison County expired November 30, 2004; and,

WHEREAS, a tentative agreement as described in the attached summary of changes has been reached for a successor agreement; and,

WHEREAS, AFSCME membership has ratified the proposed agreement; and,

WHEREAS, the Executive Committee recommends the acceptance of the tentative agreement.

NOW, THEREFORE, BE IT RESOLVED by the County Board of Madison County that the tentative agreement is hereby accepted and the County Board Chairman is hereby authorized to sign the agreement.

Respectfully submitted,

s/ Alan J. Dunstan
s/ Tom Hoechst
s/ Frank Laub
s/ Kent Scheibel
s/ Bob Shipley
s/ Sue Brown
s/ Larry Trucano
s/ Michael Holliday, Sr.

EXECUTIVE COMMITTEE

**TENTATIVE AGREEMENT OF MADISON COUNTY AND A.F.S.C.M.E
OCTOBER 24, 2005**

GENERAL UNIT

**ARTICLE 3
UNION SECURITY AND ACTIVITIES**

ADD Section 3.10 Contract

Management agrees to have a copy of the contract in each office and on the INTERNET and Intranet. 50/50 on printing for all unit employees

ADD Section 3.11 Union Orientation

Management will make sure new hires have Union materials and will supply lists of new employees to the Union.

ARTICLE 4 HOURS OF WORK/OVERTIME

In the event the Union brings an issue of scheduling overtime for a particular employee to the Department Head's attention, the Department Head will make available to the Union necessary existing records for the purpose of addressing the issue.

ARTICLE 7 SENIORITY

Section 7.03 Promotions

ADD: Employees who do not qualify, in the judgment of Management, within a probationary period of thirty (30) days shall be returned to their previous pay grade and step classification. In addition, if an employee wishes to return to the position from which they previously held, they may do so within thirty (30) days.

Move **GENERAL PROVISIONS Section 17.01 Part-time Employees to Article 7 Seniority**

ADD: Section 7.09 College Students

All college students, with the exception of "seasonal" workers who are employed for less than one hundred eighty (180) days, shall be classified as post-high school student workers, in Pay Grade 1 on Step Plan. They will not qualify for any benefits and are not subject to grievance rights under the contract.

Change **Section 7.04 Temporary Job Openings**

Temporary Job Openings

Temporary job openings are defined as job openings in any job classification that do not exceed six (6) months duration. Job openings that recur on a regular basis and that remain open more than six (6) months at a time shall not be considered temporary job openings.

Temporary job openings may be filled by the employer through assignment or reassignment. The employer shall attempt to fill the opening by assigning the qualified applicant among existing employees who has the greatest seniority in the department.

Temporary Assignment

All time worked temporarily performing the duties of a higher paid classification will be paid at a higher rate of pay providing the assignment is for a minimum of four (4) hours. An employee temporarily assigned to a higher job classification shall be compensated at a higher grade and step at least equal to one (1) step above their current pay grade. An employee temporarily assigned to an equal or lower job classification shall be paid at the employee's current rate of pay.

The employer does not intend to use temporary assignment to favor or specially qualify employees for future promotions.

ADD: New Layoff Language

Employees who are to be laid off will be given as much notice as possible and a minimum of ten working days notice.

Employees with 10 years seniority or more will have call back rights for 2 years. All others will remain one year

ARTICLE 8 HOLIDAYS

Lincoln's Birthday in exchange for Christmas Eve when Christmas falls on a Tuesday, Wednesday, Thursday, or Friday. An additional Personal Day shall be granted in lieu of Christmas Eve when Christmas falls on a Monday, Saturday, or Sunday.

ARTICLE 10 SICK LEAVE

Section 10.01 Eligibility

Employees who elect dependent coverage will accrue sick leave at the rate of .0461538.

Second Paragraph ADD parent to list of those who an employee may take up to twenty-four (24) hours of accumulated sick leave to care for.

Section 10.04 Compensation for Unused Accumulated Sick Leave

Clarify language: Upon termination of employment, employees will be paid for up to one-half of unused accumulated sick leave up to a maximum of 480 hours paid, provided their termination is for the following reasons:

ARTICLE 11 LEAVES OF ABSENCE

Delete Section 10.07 Health Leave Days

Section 11.03 Paid Leaves Personal Leave Days

One Personal Day and 2nd Personal Day when have accrual of 128 hours of sick leave, 3rd Personal Day when have 152 hours accrued, and 4th Personal Day when have 192 accrued. The Personal Days do not come off of accrued sick leave. They are calculated at the beginning of each fiscal year for that year.

Family Death

CHANGE: Add Mother-in-law, Father-in-law, step-child, and grandparents to three days. The step relationship is determined by the employee's current marriage.

ARTICLE 12 HEALTH AND HOSPITALIZATION

The parties agree to set up a task force including representatives from labor and management. Management will provide AFSCME with the plan documents and we will review and set up meetings after such review. This committee will pursue cost savings along with attempting to maintain benefits.

Dependent health care coverage: The County will pay no less than the contributions to premiums as set forth in the attached schedule for the duration of the contract. The County will create a fund based upon the 3% increase not added to base wage rates in the approximate contribution amounts of: FY 2006 - \$470,760; in FY 2007 - \$484,883; and FY 2008 - \$499,430 to pay for the premium contribution by the County.

Dependent coverage will be made available for part-time employees who meet the same qualifications as set forth herein for individual coverage and the County will pay no less than the contributions to premiums as set forth in the attached schedule for the duration of the contract.

Employees who elect dependent health care coverage will relinquish 4 sick days per year of enrollment.

ARTICLE 13 WAGES

Section 13.02. FY 2005, 2006, 2007 & 2008 Increases

12/1/04 - 10/28/05: 3% increase paid in lump sum as back pay and not added to the base wage rates

10/29/05 - 11/30/06: 3% increase and Step 7 of the Pay Step Plan will be increased by an additional \$.15.

12/1/06 - 11/30/07: 3% increase

12/1/07 - 11/30/08: 3% increase

Wage rates will be specified in revised Pay Step Plan schedules.

Section 13.03 Shift Differential

Shift Differential increased to \$.30 and \$.40 from \$.25 and \$.35 with an additional \$.05 increase in the last year.

Section 13.06 Promotion and Bumping Clarify Language

To A Higher Position

When an employee bids on and is promoted into a position which has a higher pay grade assignment than his/her present position, the base wage rate that the employee will receive will be the first step on the new pay grade which represents a pay increase at least as large as the next scheduled step increase under the employee's old pay grade. Employees whose wage rate is at step 7 shall be placed on the first step on the new pay grade which represents a pay increase at least as large as one full step under the employee's old pay grade. The employee's ~~anniversary~~ *step* date will change to the date (*day and month*) the new wage rate begins **and reflect the year that represents the first year of the new step.** The new ~~anniversary~~ *step* date will only be used for the purpose of movement within the step pay system and will not affect any other benefits. Employees whose wage rate is above step 7 shall, for the purposes of promotion, be treated as if their current wage rate is at step 7 when determining the proper step at the new pay grade, except in those instances when their current wage rate is greater than the appropriate step on the new pay grade, in which case the employees wage rate shall remain unchanged until their next step or general pay increase is due.

To A Lower Position

When an employee bids or bumps into a position which has a lower grade assignment than his/her present position, the base wage rate that the employee will receive for the new position will be the step closest to but not greater than the employee's current wage rate. The employee's ~~anniversary~~ *step* date will change to reflect the date which begins the new wage rate. The new ~~anniversary~~ *step* date will only be used for the purpose of movement within the step pay system and will not affect any other benefits.

To An Equal Position

When an employee bids or bumps into a position which has the same grade assignment as his/her current position, the employee's base wage and ~~anniversary~~ *step* date will remain the same for the new position.

Part-time Employees on Step Plan

Part-time employees would receive step increases based on the relation of hours worked to 2080. For example: a part-time employee must have 10,400 life-to-date hours (5x 2080) to move to the five year step. This provision applies to employees hired after this agreement is executed.

ARTICLE 14 DISCIPLINE AND DISCHARGE

Remove oral reprimands change language to: A Union steward may be present when an employee is being served with a written reprimand if the employee requests that a steward be present. Employer will notify the employee of the right to request Union representation when being served with a written reprimand.

Move this paragraph. Nothing in this section shall prevent the employer from interviewing an employee for the purpose of instructing, redirecting or reminding an employee of his/her duties or responsibilities and no disciplinary action is to be taken.

ARTICLE 17 GENERAL PROVISIONS

Section 17.11 Mileage Reimbursement

Will use official IRS mileage rate, currently \$.485. (old contract rate was \$.375 per mile)

Section 17.12 County Sponsored Events

CHANGE TO: Whenever events are scheduled by the County Board for the benefit or participation of employees, County management will work with employees to arrange for their participation in such events on non non-work work-time in a manner that will not duly interfere with the needs of the employer.

Section 17.12 Polygraph Tests

ADD: No employee will be required to take a polygraph test as a condition of retaining employment.

ADD Article 22 Travel Policy to Training Conferences and Workshops

SINGLE DAY ATTENDANCE:

- 1 . If an employee travels to and attends a conference, meeting, or workshop that lasts less than 12 hours, the employee is entitled to overtime for all time over the 8-hour workday, less commuter time deduction (CTD).

With prior approval from immediate supervisor, an employee may drive back and forth rather than stay overnight at a workshop within 100 miles from Madison County, Illinois (e.g. Springfield, IL, Mt. Vernon, IL, Effingham, IL), provided the total time including travel and meeting does not exceed 12 hours.

OVERNIGHT ATTENDANCE:

1. Overtime will be provided only for travel that occurs outside normal working hours on a normal working day (Monday - Friday) to an overnight conference, meeting or workshop, when public transportation is not the most direct and least expensive mode of travel, and the individual must drive. (it is not reasonable to use public transportation if the destination is within 100 miles of Madison County). Only the driver will be provided compensation. Passengers are free to relax therefore not entitled to overtime.
2. If travel to the conference occurs on a non-working day (Saturday, Sunday or holiday) then overtime will be provided only if the employee travels during their normal working hours when public transportation is not the most direct and least expensive mode of travel, and the individual must drive. Only the driver will be provided compensation. Passengers are free to relax therefore not entitled to overtime.
3. Hotel accommodations can be provided for the evening before if arrival is necessary and reasonable due to travel duration and conference location.
4. All overtime for travel must be approved in advance by the Immediate Supervisor.

Except as modified by this T.A., the terms of the agreement remain the same.

The duration of the contract: December 1, 2004 to November 30, 2008.

FY2006							
MADISON COUNTY AFSCME PAY STEP PLAN							
October 29, 2005 thru November 30, 2006							
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
	Start	2 Yrs	5 Yrs	9 Yrs	12 Yrs	15 Yrs	18 Yrs
Grade	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly
17	30.50	32.55	33.55	34.55	35.50	36.50	37.65
16	26.60	28.20	29.00	29.80	30.60	31.40	32.40
15	24.25	25.80	26.60	27.45	28.20	29.00	29.95
14	21.85	23.45	24.25	25.05	25.80	26.60	27.60
13	19.45	21.00	21.85	22.60	23.45	24.25	26.20
12	19.15	20.30	20.90	21.50	22.10	22.70	23.45
11	17.95	19.15	19.70	20.30	20.90	21.50	22.25
10	16.15	17.30	17.95	18.55	19.15	19.70	20.45
9	15.55	16.30	16.75	17.15	17.55	17.95	18.45
8	14.90	15.75	16.15	16.55	16.95	17.30	17.90
7	14.30	15.10	15.65	15.95	16.30	16.75	17.30
6	13.70	14.50	14.90	15.35	15.75	16.15	16.70
5	13.10	13.95	14.30	14.70	15.10	15.55	16.10
4	12.50	13.35	13.70	14.10	14.50	14.90	15.45
3	11.95	12.70	13.10	13.50	13.95	14.30	14.85

2	11.35	12.10	12.50	12.95	13.35	13.70	14.25
1	10.75	11.55	11.95	12.35	12.70	13.10	13.65

FY 2004 steps 1-6 rounded to two decimals + 3%
FY 2004 step 7 rounded to two decimals + 3% +.15

FY2007							
MADISON COUNTY AFSCME PAY STEP PLAN							
December 1, 2006 thru November 30, 2007							
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
	Start	2 Yrs	5 Yrs	9 Yrs	12 Yrs	15 Yrs	18 Yrs
Grade	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly
17	31.42	33.53	34.56	35.59	36.57	37.60	38.78
16	27.40	29.05	29.87	30.69	31.52	32.34	33.37
15	24.98	26.57	27.40	28.27	29.05	29.87	30.85
14	22.51	24.15	24.98	25.80	26.57	27.40	28.43
13	20.03	21.63	22.51	23.28	24.15	24.98	25.96
12	19.72	20.91	21.53	22.15	22.76	23.38	24.15
11	18.49	19.72	20.29	20.91	21.53	22.15	22.92
10	16.63	17.82	18.49	19.11	19.72	20.29	21.06
9	16.02	16.79	17.25	17.66	18.08	18.49	19.00
8	15.35	16.22	16.63	17.05	17.46	17.82	18.44
7	14.73	15.55	16.02	16.43	16.79	17.25	17.82
6	14.11	14.94	15.35	15.81	16.22	16.63	17.20
5	13.49	14.37	14.73	15.14	15.55	16.02	16.58
4	12.88	13.75	14.11	14.52	14.94	15.35	15.91
3	12.31	13.08	13.49	13.91	14.37	14.73	15.30
2	11.69	12.46	12.88	13.34	13.75	14.11	14.68
1	11.07	11.90	12.31	12.72	13.08	13.49	14.06

FY2008
MADISON COUNTY AFSCME PAY STEP PLAN
December 1, 2007 thru November 30, 2008

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
	Start	2 Yrs	5 Yrs	9 Yrs	12 Yrs	15 Yrs	18 Yrs
Grade	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly
17	32.36	34.53	35.59	36.65	37.66	38.72	39.94
16	28.22	29.92	30.77	31.61	32.46	33.31	34.37
15	25.73	27.37	28.22	29.12	29.92	30.77	31.77

14	23.18	24.88	25.73	26.58	27.37	28.22	29.28
13	20.63	22.28	23.18	23.98	24.88	25.73	26.73
12	20.32	21.54	22.17	22.81	23.45	24.08	24.88
11	19.04	20.32	20.90	21.54	22.17	22.81	23.61
10	17.13	18.35	19.04	19.68	20.32	20.90	21.70
9	16.50	17.29	17.77	18.19	18.62	19.04	19.57
8	15.81	16.71	17.13	17.56	17.98	18.35	18.99
7	15-17	16.02	16.50	16.92	17.29	17.77	18.35
6	14.53	15.38	15.81	16.28	16.71	17.13	17.72
5	13.90	14.80	15.17	15.60	16.02	16.50	17.08
4	13.26	14.16	14.53	14.96	15.38	15.81	16.39
3	12.68	13.47	13.90	14.32	14.80	15.17	15.75
2	12.04	12.84	13.26	13.74	14.16	14.53	15.12
1	11.40	12.25	12.68	13.10	13.47	13.90	14.48

**County Monthly Contributions To
Health & Hospitalization Family Coverage**

	For Full Time Employee	For Part Time Employee
Gold Option:		
Employee & Child(ren)	\$222	\$111
Employee + Spouse	\$270	\$135
Employee + Spouse/Child(ren)	\$444	\$222
High Option:		
Employee & Child(ren)	\$212	\$106
Employee + Spouse	\$265	\$133
Employee + Spouse/Child(ren)	\$453	\$227
Traditional Option:		
Employee & Child(ren)	\$174	\$87
Employee + Spouse	\$218	\$109
Employee + Spouse/Child(ren)	\$371	\$186

Mr. Daiber moved, seconded by Mr. Holliday, to adopt the foregoing Resolution.

On the question:

(COPY OF LETTER DISTRIBUTED BY MR. PREHN)

October 21, 2005

Honorable Alan Dunstan
Chairman Madison County Board
157 N. Main Street
Edwardsville, IL 62025

Dear Chairman Dunstan and County Board Members:

First of all, I greatly apologize to my fellow County Board members and the employees, for not being in attendance; however, my capacity as a School Board member and an extremely important even, requires my attendance elsewhere.

The employees, in our county are great; however, I feel they have been deceived by their union. Now it is time to right some long overdue wrongs.

We as a County Board sent the message through our Chairman to save money long term. As a result, our negotiating team crafted a plan which didn't affect our existing employees and reduced the speed in which new employees would receive their longevity pay. This was fair. This saved future tax dollars and moved in the right direction. The union accused us of union busting, which couldn't be further from the truth. Nevertheless, in an effort to come to an acceptable agreement, the County Board agreed to pull this off the table and deal directly with a demand for pay raises and the concessions the Union was willing to give to receive either a pay raise or additional benefits. Unfortunately, the Union has failed to offer any reasonable concessions, whatsoever, to receive either a pay raise or any additional benefits. Rather, they simply expect us to pass this extraordinary cost on to the taxpayer; the only other alternative we would have as a Board would be to cut departmental budgets, which would result in layoffs, and or programs and services to the citizens of the County.

It's important to remember that the current benefits enjoyed by the some 400 AFSCME workers are at the very top of the ladder for Madison County Workers. Just take a moment to look at these:

- 1-1/2 your paid lunch and break each day;
- 16 paid sick days,
- 4 paid personal days,
- 2 paid Funeral days,
- 13 paid holidays,
- 2-4 weeks paid vacation, depending on longevity, each year;
- Annual, guaranteed cost of living pay increases, 6 times for a career of 18 years at a rate of 3% per step;
- Primary health care paid by the County, which has doubled in cost in recent years;
- Defined paid pension plan plus an employee savings plan; life insurance;
- An average pay that is one of the best in all of the County either public or private sector.

Now, as just one County Board member, I want to state clearly that I strongly support our Chairman and negotiating team which is trying to correct the blatant misuses of tax dollars which has occurred over the years as the current contract got out of hand. I believe that we need to repeal the paid lunch hours and recover at least six sick days. The lunch hour should be recovered immediate and the sick days could be recovered over the life of the next contract.

If we would add some 430 new work hours to each day, we would empower our departments and reduce the number of employees needed to carry out the required tasks. This would result in a savings to the county taxpayers of over \$1.2 million dollars each year. The County Board could then calculate these reductions in the budgets of each department each year.

I want to go on record in support of assisting all employees with dependent health care coverage and giving incentive to employees who don't take advantage of any health care, personal or dependent coverage. I am in favor of retroactive pay increase of 3%, but nothing during the strike. But, before we can even talk about these issues, we must right the wrongs, by restructuring the out of line benefits that presently exist.

Please join me in voting NO on any agreement, which does not right these wrongs. The tax payers, in my district, are asking me to reduce spending, and don't understand why anyone should receive these exorbitant benefits.

I ask that this be read at the reconvened County Board meeting of October 21, 2005.

Respectfully,

s/ Theodore L. Prehn
Theodore L. Prehn
County Board Member
District 14

* * * *

Mr. Prehn: As I passed out to most everyone last Friday's session when we couldn't vote on this and I reiterated and passed out again this evening. We have gone through a lot of effort here to send a message that we want to save some long term money. As a result the Negotiating team crafted a very good plan that didn't affect existing employees but reduced the speed in which new employees would receive longevity pay. This was fair. This saved future tax payers and moved in the right direction. The union accused of union busting which couldn't be further from the truth, but nevertheless, in an effort to come to an acceptable agreement the County Board agreed to pull this off the table and deal with the demand of pay raises. The concession that the union was willing to give to receive either a pay raise or additional benefits. Unfortunately the union has failed to offer a reasonable concessions whatsoever. I think so even after hearing the results in the executive session this evening. To receive their pay raise or additional benefits rather they simply expect us to pass this extraordinary cost onto the tax payers. The only other alternative we would have as Board members would be to cut department budgets which would

result in lay offs and programs and services to the citizens of the county. I spelled out in this letter that I sent you all last week and again tonight, the different benefits and the extraordinary things that I call wrongs that have occurred and I will concur with you Mr. Chairman this negotiating team and the County Board Executive Committee has done a great job to try to negotiate but there are still some wrongs that we had and in the twenty-four years that you have served on the County Board you said that this is probably the fairest contract we have seen unfortunately there are still some flagrant wrongs and the one is the pay lunch and the sixteen sick days. It doesn't sound like we even addressed any of those to get to where we are tonight. I still feel that dependent coverage as much as we need to take care of some of our employees in that area, they have to pay a better share and we have to take less risk and even the union employees as well as the non-union employees is going to be an exorbitant to the tax payers So I will be voting against this contract.

Mr. Patton: I appreciate the hard effort that the Negotiating team put forward. There are some unknowns and the unknowns are how many people will sign for the dependent coverage and that gives me the grave concern because I made a promise to the people that called me and to my constituents that I would not vote for another paid benefit without concessions in the current benefit package that would cover the complete cost of the additional benefit. There are some concessions in this tentative agreement that I support in terms of the base pay situation that will cover some of those costs but we are still with several unknowns, how many people will sign up and what the overall expense to the county will be. See this ten minutes ago and having to vote on it now is putting a lot of us under not nearly the pressure that you have been under the last ten to fifteen days, but it is putting us under a lot of pressure. That is what I fear. These unknowns may come back to haunt us.

Mr. Dunstan: Let me just say once again, the contract calls for a three percent wage increase in each year of the contract well within the parameters outlined by the County Board. The union elected to divert one-third of their wage pool toward funding a dependent health insurance program. In effect, we settled for three percent across the board. I am going to say that again. In effect, we settled for three percent across the board. The union decided to take some of that money and put it toward health care. It was their decision, not ours. Importantly, we were able to get back four sick days from every employee who enrolls in the dependent health insurance program reducing the number sick for those people from 16 down to 12. Bottom line, we were able to resolve this dispute in effect, for our original offer and we were able to get back six days from employees who take advantage of the insurance. In my existence on this Board, this is a good contract and I would really, I don't vote as a Board member but if I could vote today, I would be voting yes to accept this contract. I would be proud to stand and say that I vote yes for this contract.

The ayes and nays being called for on the motion to adopt resulted in a vote as follows:

AYES: Messer. Adler, Ms. Brown, Burris, Daiber, Ms. Fitzgerald, Ms. Glasper, Ms. Hawkins, Hoechst, Holliday, Julian, Ms. Kuhn, Laub, Meyer, Minner, Ms. Overton, Patton, Ms. Perjak, Ms. Ruppert, Scheibel, Schuler, Semanisin, Shipley, Thureau, Trucano and Wangard.

NAYS: Messer. Prehn.

Ayes 25. Nays 1. Whereupon the Chairman declared the foregoing Resolution duly adopted.

* * * * *

Mr. Dunstan: Just to make a comment before everyone leaves. I am very pleased to say that AFSCME Union has voted for this and I believe that their vote was 398-5. So I am glad that we are going to have our workers back. But before concluding this special meeting of the Madison County Board, I would take a minute to thank all of the members of the board for their guidance and support during these difficult contract negotiations. Your charge to me and the county negotiating team was to reach an agreement on a contract that was not only fair to our employees, the men and women who are the heart of Madison County Government, but an agreement that would be fair to the people of Madison County, the taxpayers. I sincerely believe this new contract accomplishes both those goals and again, I thank you for your support. I would also like to thank several people who were instrumental in our reaching an agreement with the union and who for that matter played a key role throughout the negotiations. Our lead negotiator, John Gilbert. John did a fantastic job in handling the negotiations during what frequently were very difficult situations. State Attorney Bill Mudge and Treasurer Fred Bathon. The advice and professional expertise of Bill and Fred provided in the last days of the negotiations were particularly insightful and beneficial. I want to also thank Chief Judge Ed Ferguson, Jim Monday, Darrell McGibany, Chris Sillery, Mark Von Nida and many others who made a contribution to the positive resolution of this issue. Again, thank you. Lastly, I would like to thank Peggy Zimmerman, the staff representative for Local 799. Although we didn't always agree throughout the negotiations Peggy showed a high level of professionalism as she represented the workers of the county. Thanks Peggy. Again, thank you and I hope you will all join me as we welcome our union employees back twelve o'clock midnight and tomorrow morning. With that, I will entertain a motion to recess.

* * * * *

Mr. Schuler moved seconded by Mr. Scheibel, this special session of the Madison County Board until Wednesday, November 16, 2005. **MOTION CARRIED.**

* * * * *

ATTEST: Mark Von Nida
County Clerk