

LABOR AGREEMENT

FOR THE YEARS

2008, 2009, and 2010

**WAUKESHA COUNTY PROFESSIONAL CORRECTIONAL
OFFICER AND TELECOMMUNICATION ASSOCIATION**



**COUNTY OF WAUKESHA
WAUKESHA, WISCONSIN**

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AGREEMENT

This Agreement, made and entered in to at the City of Waukesha, Wisconsin, by and between the County of Waukesha, a municipal corporation, as municipal employer, and representatives of certain employees who are employed by the County of Waukesha. It is the intent that the following Agreement shall be an implementation of the provisions of Section 111.70 of the Wisconsin Statutes, as well as all other applicable Statutes, ordinances, and laws. Both of the parties to this Agreement are desirous of reaching an understanding with respect to the employer/employee relationship which exists between them and to enter into an Agreement covering rates of pay, hours of work, and conditions of employment.

ARTICLE I MANAGEMENT RIGHTS

- 1.01 Except as otherwise specifically provided herein, the Management of the County Department and direction of the work force including but not limited to the right to hire, transfer, promote, layoff employees for lack of work or funds and recall employees, the right to decide job qualifications for hiring, the right to discipline or discharge employees for just cause, the right to abolish and/or create positions, the right to make reasonable rules and regulations governing conduct and safety, the right to determine schedules of work, to determine methods, procedures, and equipment used in providing services, to provide new equipment or discontinue temporarily or permanently, in whole or in part, the operations or services performed by the employees herein, to subcontract any or all of said operations or services and to determine the number of employees assigned to any particular operation or service are vested exclusively in the County. Management in exercising these functions will not discriminate against any employee because of his or her representation by the Association.

ARTICLE II NON-DISCRIMINATION

- 2.01 The parties agree that there shall be no discrimination against any employee covered by this Agreement because of membership or activities in the Association nor will the parties interfere with the rights of employees to become members of the Association or to refrain from any such activities. The parties and employees covered herein agree none will discriminate against or harass any employee or applicant for employment because of race, color, creed, religion, sex, national origin, disability, age, sexual preference, or marital status.

ARTICLE III RECOGNITION

- 3.01 The municipal Employer recognized the Waukesha County Professional Correctional Officer and Telecommunication Association as the exclusive bargaining representatives of all civilian Telecommunicators and Civilian Correctional Officers employed by the County of Waukesha, excluding law enforcement personnel, clerical employees, cadets, professional technical employees, supervisors as defined in the ACT, and all other employees.

ARTICLE IV SETTLEMENT OF DISPUTES

- 4.01 The parties and employees covered by this Agreement recognize their respective duties to refrain from all strikes and lockouts. The County and the Association and its officers, agents, members and employees agree there shall be no collective, concerted or individual strikes, partial or complete sitdowns, slowdowns, stoppages, or cessations or refusals of work, boycotts or other acts of any kind that interfere with the County's functions, operations, or services. Any employee violating the foregoing provisions shall be subject to disciplinary action, including discharge. This provision shall not limit the County's rights to seek any other available legal remedies. There shall be no liability on the part of the Association for any violation of this provision not authorized or condoned by the Association.

**ARTICLE V
MODIFIED FAIR SHARE**

- 5.01 The parties agree that all new employees hired after the signing of this Agreement and employees who are voluntarily paying their fair share of the costs of representation by the Association on the date this Agreement is signed, as well as all employees who thereafter voluntarily agree to pay such costs shall be required to continue paying such costs for the duration of this Agreement. No employee shall be required to join the Association, but membership in the Association shall be available to all employees who apply, consistent with the Association's constitution and bylaws.
- 5.02 No employee will be denied membership because of race, color, religion, sex, national origin, disability, age, sexual preference, or marital status. This Article is subject to the duty of the Wisconsin Employment Relations Commission to suspend the application of this Article wherever the Commission finds that the Association has denied an employee membership because of race, color, religion, sex, national origin, disability, age, sexual preference, or marital status.
- 5.03 The Association will represent all of the employees in the bargaining unit, members and non-members, fairly and equally and shall certify the amount that employees would pay as their proportionate share of the costs of the collective bargaining process and contract administration.
- 5.04 The Employer agrees that it will deduct from the earnings of all such employees the amount of money certified by the Association as being the monthly dues uniformly required of all employees. Changes in the amount of dues to be deducted shall be certified by the Association thirty (30) days before the effective date of the change. Deductions shall be made each month, and the total of such deductions shall be paid to the Association.
- 5.05 The Employer shall not be liable to the Association, employees, or any party by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting actual deductions from employees' wages earned.
- 5.06 The collective bargaining representative shall indemnify and save the County harmless against any and all claims, demands, suits, orders, judgments, or other forms of liability against the County that arise out of the County's compliance with this modified fair share agreement.
- 5.07 Any employee who may be subject to the provisions of the modified fair share agreement and who is not a member of the Association will, if they object, be reimbursed by the Association for any portion of the dues deducted not strictly related to the costs of the collective bargaining process or contract administration.
- 5.08 In the event during the continuance of its recognition the Association, its officers, agents, or employees, or any of its members or members of its constituent locals, acting individually or in concert with one another, engage in or encourage any Association authorized strike or work stoppage against the County, including any of its departments and/or agencies, the deductions and payments of dues made in accordance with this Agreement shall be terminated forthwith by the County. Thereafter, for a period of one year, measured from the date of the onset of such strike or work stoppage, no such deduction shall be made from the earnings of any employee.

**ARTICLE VI
GRIEVANCE PROCEDURE**

- 6.01 Purpose The purpose of this Grievance Procedure is to provide a method for quick and binding final determination of every question of interpretation and application of the provisions of this Agreement, thus preventing the protracted continuation of misunderstandings which may arise from time to time concerning such questions. The purpose of the complaint procedure is to provide a method for prompt and full discussion and consideration of matters of personal irritation and concern of an employee with some aspect of employment.

6.02 Definitions

- A. A grievance is defined to be an issue concerning the interpretation or application of provisions of this Agreement or compliance therewith.
- B. A complaint is any matter of dissatisfaction with any aspect of employment which does not involve any grievance as defined above. A complaint may be processed through Step three (3) of the grievance procedure.
- C. There shall be no retroactivity prior too the date of the filing of the written grievance or complaint, except that in the event of a payroll error not occurring as a result of employee negligence, corrected payment shall be made retroactive.
- D. No grievance shall be processed under Step 1 of this Article unless the employee files a grievance with the department head with a copy to the Department of Administration within thirty (30) calendar days from the day the grievance first arose or that the employee should have had reason to know of such grievance.

6.03 Procedures

- Step 1 The employee, individually or with the employee's Association representative, shall attempt to settle the issue with the designated department management representative.
- Step 2 The grievance or complaint shall be considered settled in Step 1 unless within ten (10) working days the employee and/or representative reduces the grievance to writing and has it signed by the grieved employee and delivers the grievance to the department head, with a copy to the Department of Administration. Such grievance should fully state the details. The department head or designee shall indicate the disposition of the grievance in writing within ten (10) working days. If the grievance or complaint is not answered within this time limit, it may be presented to Step 3 of the Grievance Procedure.
- Step 3 The grievance or complaint shall be considered settled in Step 2 unless within fourteen (14) working days of the Step 2 answer it is presented in writing to the Director of Administration who shall hear the grievance within ten (10) working days after it has been received and shall render their decision within ten (10) working days.
- Step 4 Within fourteen (14) working days after the Director of Administration has rendered its decision on any grievance which has been filed on a timely basis, the Association may petition for arbitration provided that the petition is presented in writing to the Director of Administration within the fourteen (14) day period.

Arbitration will be conducted before a tri-partite panel with one arbitrator to be chosen by the County, one by the Association, and a third to be chosen by the first two, who shall act as Chairman of the Board and neutral arbitrator. If the County and Association cannot agree on the selection of a third, the parties will select five names by lot from a list of available WERC staff arbitrators. The parties will alternately each strike one name from the list of five until the name of one arbitrator remains. The parties agree to jointly request the WERC to appoint that person as arbitrator. The decision of the panel will be final and binding on both parties.

Only questions concerning the application or interpretation of this contract are subject to arbitration. The arbitrator shall have no authority to add to or modify the items and conditions of the contract.

- 6.04 Expenses of the arbitration, including travel, arbitrator's fees, copies of the transcript of the proceedings, and cost of the hearing room, if any shall be shared equally by the parties.

- 6.05 Resolution of Grievance or Complaint Any time limit in the procedure may be extended by the mutual consent of the parties. An Association representative may be presented at any step in the grievance and/or complaint procedure.

**ARTICLE VII
GRIEVANCE COMMITTEE**

- 7.01 The Association will give to the County in writing the names of the grievance representatives.
- 7.02 Employees representing the Association in the processing of a grievance shall be eligible to receive County compensation for time served as a grievance representative up to and including Step 3 of the Grievance Procedure if occurring during the employee's scheduled hours of work.

**ARTICLE VIII
EMPLOYEE DEFINITIONS**

- 8.01 Probationary Period All newly hired employees entering into regular full-time or regular part-time employment shall serve a probationary period, of twelve (12) calendar months. If an employee is dismissed during the probationary period, he or she shall not have recourse through the grievance procedure.
- 8.02 Regular Full-Time Employee A regular full-time employee is defined as an employee who has a normal work schedule as defined in Section 11.01 on a year round basis, and who receives full employee benefits.
- 8.03 Regular Part-Time Employee A regular part-time employee is defined as an employee who has a work schedule of at least half of the normal work schedule as defined in Section 11.01 on a year round basis, and who receives half employee benefits.
- 8.04 Employees who are promoted, demoted, or transferred from a position in another bargaining unit; or following a recall to the same classification from a layoff of six (6) months or more shall serve a new probationary period of six (6) months. This probationary period will not affect the eligibility for merit increases or employee benefits; but an employee may be dismissed during his probationary period without recourse to the grievance procedure.

**ARTICLE IX
SENIORITY**

- 9.01 A. Definition Seniority for regular full-time employees shall mean the status attained by length of continuous service following the successful completion of the employee's probationary period. The employee's continuous service date shall be retroactive to the last day the employee entered the County's service. This will indicate time worked excluding personal leave of absence exceeding thirty (30) days but including leave of absence granted for illness and United States military service.
- B. Seniority for regular part-time employees shall mean the status attained by the hours actually worked by such an employee following the successful completion of the employee's probationary period. If a regular part-time employee becomes a regular full-time employee, the employee's seniority thereafter will accrue in the same way as other regular full-time employees.

A regular part-time employee's seniority date will be adjusted annually and will be based on the hours actually worked by the employee.

Regular part-time and regular full-time employees shall be on the same seniority list. Regular part-time employees' seniority adjustments by hours worked will apply to the provisions of Sec. 9.03 and 9.04. Regular part-time employees will be eligible for half employee benefits under Sec. 8.03 based on the last day the employee entered County service and will not be adjusted based on hours worked.

- 9.02 During the probationary period, employees may be discharged or laid off without regard to seniority.
- 9.03 Application of Seniority:
- A. Seniority as it applies to vacation selection, shift selection, layoffs, and recalls shall be measured by length of continuous service in the job classification.
 - B. Loss of Seniority Employees shall lose their seniority for any of the following reasons:
 - 1. Discharge, if not reversed.
 - 2. Resignation.
 - 3. Absent for two (2) consecutive scheduled workdays without notifying the County of the reason for absence and who has no acceptable reason for being absent from work, shall be considered as having resigned. It is agreed that the determination of a reason for absence under this provision shall be appealable through the grievance procedure.
 - 4. Unexcused failure to return to work after the expiration of a vacation period, leave of absence, or period for which Worker's Compensation was paid.
 - 5. Retirement.
 - 6. On layoff for a continuous period of time equivalent to six (6) or more calendar months.
- 9.04 Employees may request a change in shift assignment on an annual basis or when a vacancy occurs. All requests shall be submitted in writing. Requests to change shifts will be reviewed on the basis of an employee's ability, the needs of the department on a particular shift, and seniority.

**ARTICLE X
WAGES**

- 10.01 All wage rates shall be biweekly and based upon the regularly scheduled two (2) week pay period. Wage rates for the job classifications are set forth in the wage appendix.
- 10.02 Employees serve a 12 month probationary period in which their performance and suitability to the job is evaluated by their immediate supervisor. It is agreed that a probationary period shall not be extended without good cause, and that the determination of whether good cause exists is appealable through the grievance procedure as set out in Section 6.03.
- 10.03 Correctional Officer will be eligible to advance through the wage schedule based on the following progression:
- A. Merit Increase to Second Step Full-time employees are eligible to receive a merit increase to the second step prior to or upon completion of six (6) months of work at the first step.
 - B. Merit Increase to Third Step Full-time employees are eligible to receive a merit increase to the third step prior to or upon completion of twelve (12) months of work at the second step.
 - C. Merit Increase to Fourth Step Full-time employees are eligible to receive a merit increase to the fourth step prior to or upon completion of twelve (12) months of work in the third step.
 - D. Merit Increase to Fifth Step Full-time employees are eligible to receive a merit increase to the fifth step prior to or upon completion of twelve (12) months of work in the fourth step.
 - E. Merit Increase to the Sixth Step Full-time employees are eligible to receive a merit increase to the sixth step prior to or upon completion of twelve (12) months of work in the fifth step.

- 10.04 Telecommunicators will be eligible to advance through the wage schedule based on the following progression:
- A. Performance and Competency Increases Employees are normally hired at the first step of the salary range. Progression through Step 4 is based on an employee demonstrating they have successfully completed the training and evaluation process for the functions of call taking, dispatching, and time system operation.

After completion of a training segment, and when the employee has been approved and signed off by the management as competent to perform a function (call-taking, dispatch, time system) on an independent basis, the employee will be eligible to advance to the next step of the salary range.
 - B. Merit Increase to Fifth Step Full-time employees are eligible to receive a merit increase to the fifth step prior to or upon completion of twelve (12) months of work in the fourth step.
 - C. Merit Increase to the Sixth Step Full-time employees are eligible to receive a merit increase to the sixth step prior to or upon completion of twelve (12) months of work in the fifth step.
 - D. Merit Increase to the Seventh Step Full-time employees are eligible to receive a merit increase to the seventh step prior to or upon completion of twelve (12) months of work in the sixth step.
 - E. Merit Increase to the Eighth Step Full-time employees are eligible to receive a merit increase to the sixth step prior to or upon completion of twelve (12) months of work in the seventh step.
 - F. Merit Increase to the Ninth Step Full-time employees are eligible to receive a merit increase to the sixth step prior to or upon completion of twelve (12) months of work in the eighth step.
- 10.05 Effective 01/01/2009 if a Telecommunicator or Correctional Officer is formally assigned by a supervisor to participate in the on the job training and evaluation of a newly hired individual, the Telecommunicator will be eligible for an additional \$1.50 per hour.
- 10.06 When a Telecommunicator or Correctional Officer is assigned to act as an Officer in Charge in the absence of a Supervisor, an additional \$1.00 per hour will be paid for that shift assigned. Effective January 1, 2009 Telecommunicators will be eligible for an additional one dollar (\$1.00) per hour when assigned as an Officer in Charge.
- 10.07 Regular part-time employees shall be eligible to receive merit increases when their hours worked in each step equal those of a regular full-time employee.

**ARTICLE XI
WORK SCHEDULE AND PREMIUM PAY**

- 11.01 A. The normal work schedule for Telecommunicators and Correctional Officers shall be four (4) days on and two (2) days off and then five (5) days on and two (2) days off, on a rotating schedule. Eight hours and fifteen minutes (8 ¼ hours) shall constitute a normal scheduled workday. Forty-one hours and fifteen minutes (41-¼ hours) shall constitute a normal scheduled workweek.
- B. The normal work schedule for Correctional Officers who are assigned to perform classification and logistic duties shall be five (5) days on and two (2) days off. The present work cycle for logistics assignments is Monday through Friday, for classification duties it is Tuesday through Saturday, and Sunday through Thursday.
- 11.02 A. Regular full-time employees assigned to a 5-2, 4-2 rotating schedule with an eight and a quarter (8-¼) hour workday shall be paid at a rate of one and one-half (1-½) times their regular rate of pay for all hours worked in excess of eight (8) hours and fifteen (15) minutes in any workday and after forty-one hours and fifteen minutes (41-¼ hours) in any normally scheduled workweek. When an employee on a 5-2, 4-2 schedule has a 33 hour workweek rotation, overtime will be paid after 33 hours.

- B. Employees assigned to the 5-2, 5-2 work schedules shall be paid at the rate of one and one-half (1-½) times their regular rate of pay for all hours worked in excess of forty (40) hours of work per week or eight (8) hours of work per day.
- C. Regular full-time Telecommunicators assigned to a 5-2, 4-2 rotating schedule with a normal workday of eight and a quarter (8-¼) hours shall be paid overtime at the rate of time and one half (1½) times their regular rate of pay for all hours worked in excess of eight (8) hours in any work day, and after forty (40) hours in any normally scheduled work week. When a Telecommunicator has a thirty-two (32) hour workweek rotation, overtime will be paid after thirty-two (32) hours.
- D. In the event federal or state statutes require overtime to be paid at the rate of time and one-half for work over forty (40) hours per week or eight (8) hours per day, employees work schedule shall be adjusted to eight (8) hours work per day with forty (40) hours work per week as the standard. When an employee has a thirty-two (32) hour workweek rotation, overtime will be paid after thirty-two (32) hours. (The modified 5-2, 4-2 workweek schedule.)
- E.
 1. In lieu of cash payment for overtime work, regular full- time employees may elect to take compensatory time off at the rate of one and one-half (1-½) hours for each one (1) hour of overtime worked.
 2. Employees may accumulate not more than twenty-four (24) overtime hours to be taken off at the rate of time and one-half (36 hours).
 3. Compensatory time may be used at the employee's discretion with the approval of the department head.
 4. All compensatory time accumulated but not used in the calendar year will be paid out in the last payroll period of the year.

11.03 Call-In All employees covered by this Agreement shall respond to a call to work outside of their regular schedule of hours, by their department head or others designated by the department head. Employees who are called in to work at other than their regularly scheduled starting time shall be entitled to at least two (2) hours pay at time and one-half (1 ½). This provision shall not apply to an employee who starts work early and continues into regularly scheduled hours or who continues past regularly scheduled hours.

11.04 All employees will normally be entitled to a paid lunch break work permitting. This paid lunch break will be taken away from their workstation when possible, provided that the employees are subject to call, if needed.

ARTICLE XII LAYOFF AND RECALL

12.01 Layoff shall mean the separation of an employee from the active work force due to lack of work or funds or to the abolition of position due to changes in the organization.

12.02 The layoff of regular employees in positions covered by this Agreement shall be in inverse order of seniority provided the employees remaining on the job are capable and qualified to perform the available work.

12.03 Recall from Layoff

- A. The names of employees laid off shall remain the departmental call list for a period equal to six (6) calendar months from date of layoff.
- B. Employees recalled from layoff shall be given maximum length of time of seven (7) calendar days to respond after notice has been sent by certified mail to their last known address on file with the Human Resources Office and seven (7) calendar days to resume work.

- C. Employees who decline recall or who fail to respond or return to work directed within the time allowed shall be presumed to have resigned and their names are to be removed from seniority and if re-employed shall return to work as a new employee.

12.04 Notice sent the employee or member of his family, directed to the employee's last address appearing on the County personnel record located in the office of the Labor Relations Manager shall constitute a sufficient notice of work availability.

**ARTICLE XIII
HOLIDAYS**

13.01 A. All employees covered by this Agreement shall be entitled to the following holidays:

New Year's Day	Labor Day	Christmas Eve
Memorial Day	Thanksgiving Day	Christmas Day
Independence Day	Day After Thanksgiving	New Year's Eve

B. Floating Holidays Employees working as of February 1 will be eligible for one (1) floating holiday.

Employees working as of June 1 will be eligible for one (1) floating holiday. Both floating holidays are to be used before the end of the calendar year. The scheduling of these days off shall be requested by the employee and are subject to the approval of the department head.

C. To be eligible for the holiday benefit, the employee must work the day before and the day after the holiday (or in case of a floating holiday, the day before and the day after the applicable eligibility date) unless either day is a regularly scheduled day off or the employee has an excused absence. If an employee is scheduled to work a holiday and is absent due to illness, sick leave pay and the holiday benefit will not be allowed without a doctor's certificate of illness if required by the department head.

13.02 When a holiday occurs on a Correctional Officer's scheduled day of work or scheduled day off, the employee will receive a day off in lieu of holiday pay, unless the employee notifies the department head the day before the holiday that the employee wishes holiday pay at the employee's straight time rate.

13.03 Correctional Officers shall be allowed to carry over up to five (5) holidays each year. These holidays are: Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve. Employees who elect to carry all or any part of these holidays over into the next calendar year must use them by May 31st of the following year. Holidays which are carried over and not used by May 31st shall be forfeited.

13.04 Regular part-time employees shall receive one-half (½) holiday benefits.

13.05 Telecommunicators are eligible to earn the holidays provided in Section 13.01(A). All holidays accumulated by a Telecommunicator during the calendar year must be taken during the following calendar year or be paid at the straight time rate on the last pay-period of the following year.

**ARTICLE XIV
VACATION**

14.01 Regular full-time and regular scheduled part-time employees are eligible to earn and accrue paid vacation. The employee shall work the majority of scheduled workdays during the month for which vacation credit is to accrue except for time spent on paid vacation or sick leave. Regular part-time employees shall receive one-half (½) vacation benefits as outlined in this section.

14.02 All vacation time is to be figured on a calendar year basis and all vacation time earned during the calendar year must be taken during the following year and at the discretion of the department head.

- 14.03 During the first calendar year and for each succeeding year through the sixth (6th) year of continuous employment, an employee can earn one (1) day of vacation for each month of employment with a maximum of ten (10) days. Regular part-time employees earn and accrue one-half (½) vacation benefits.
- 14.04 During the seventh (7th) year of continuous employment with the County and during each calendar year thereafter, an employee may earn one and one-half (1 ½) days of vacation for each month of employment with a maximum of fifteen (15) days per year through the fourteenth (14th) year.
- 14.05 During the fourteenth (14th) year and each succeeding year through the twenty-second (22nd) year of continuous employment with the County, an employee may earn two (2) days of vacation for each month of employment with a maximum of twenty (20) days per year.
- 14.06 During the twenty-third (23rd) year of continuous employment with the County and during each calendar year thereafter, an employee may earn two and one-half (2 ½) days of vacation for each month of employment with a maximum of twenty-five (25) days per year.
- 14.07 An employee must have completed six (6) months of employment to be eligible for vacation benefits and upon completion of six (6) months of employment, accrual of vacation credit will be retroactive to date of hire.
- 14.08 No claim for sick leave or funeral leave shall be allowed which occurs during vacation.
- 14.09 Correctional Officers requesting time off for a calendar holiday may request to use accrued vacation, compensatory time, or holidays. Requests for time off are subject to approval by the department and must be in accordance with benefit time off policies and procedures.
- 14.10 Employees who have completed six (6) months of employment and who resign shall receive accrued vacation pay earned providing such employees who resign give at least two (2) weeks notice before their last day of work. This requirement will be waived when an employee's notice cannot be given before the last day of work due to medical disability.
- 14.11 Employees dismissed shall receive accrued vacation pay earned through the last complete month worked.
- 14.12 Vacation time is not accumulative from one calendar year to the next.

**ARTICLE XV
SICK LEAVE**

- 15.01 Full-time County employees shall earn one (1) day of paid sick leave for each month of work with a maximum of one hundred twenty (120) days. Regular part-time employees earn and accrue one-half (½) sick leave benefits.
- 15.02 Sick leave credits shall not accrue for periods of unpaid leave of absence. Where an employee on an unpaid leave of absence works the majority of scheduled workdays during a month, the employee will earn a sick day for each month.
- 15.03 Employees shall not be eligible to use sick leave benefits during the first six (6) months of employment, but upon completion of six (6) months of employment, employees shall be credited with sick leave earned from their original date of employment. Upon completion of six (6) months of employment, employees shall receive back pay for any sick leave used during their first six (6) months of employment up to the extent of their accumulation.
- 15.04 Accumulated sick leave credits are not paid when employment is terminated.

- 15.05 Employees who retire at age sixty-five (65) shall be paid fifty percent (50%) of their unused sick leave accrual. To be eligible for this benefit, the employee must work until his or her sixty- fifth (65th) birthday unless they retire after their fifty-fifth (55th) birthday with twenty (20) years of credited service.

Effective January 1, 2010 employees who retire at or after age sixty-five (65) are eligible to have sixty-five percent (65%) of their unused sick leave accrual applied to the Post Employment Health Plan account as outlined in Section 18.07.

If an employee retires at age fifty-five (55) he or she must have twenty (20) years of credited service to be eligible to have sixty-five percent (65%) of his or her sick leave accrual applied to the Post Employment Health Plan account as outlined in Section 18.07.

- 15.06 Effective February 1, 1995, sick leave benefits shall be recorded on the basis of actual usage and reported to the nearest tenth of an hour.

- 15.07 Excluded Use: Injury incurred in supplemental employment.

- 15.08 Substantiation:

A. An employee shall substantiate the use of sick leave to his department head.

B. No sick leave allowance will be made for the day before or after a holiday, or scheduled days off, without presenting a doctor's certificate of illness; but, a department head, at his discretion, can waive the need for a doctor's certificate of illness.

C. Department heads shall require a medical certificate from a physician to justify the granting of sick leave in excess of three (3) days; but the department head, at his discretion, can waive the need for a doctor's certificate of illness. Requests for medical certificates shall be made during the first three (3) workdays that the employee returns to work.

- 15.09 Sick Leave Extended to Care for Ill Family members Regular full- time employees may use up to three (3) days of accumulated sick leave per calendar year to care for an ill or injured spouse, child, or parent. Regular part-time employees may use up to three (3) half-days of sick leave for this purpose.

Use of this benefit is subject to the same notice and substantiation requirement as provided in this article.

ARTICLE XVI FUNERAL LEAVE

- 16.01 Full-time employees shall be entitled to up to three (3) days of leave with pay to attend the funeral of a member of the employee's immediate family. The employee's immediate family shall be defined as spouse, child, brother, sister, parent, mother-in-law, father- in-law, brother-in-law, sister-in-law, grandparent-in-law, grandparent, and grandchild. The member of the employee's immediate family also includes "step" relations of the above.

ARTICLE XVII DISABILITY PAY

- 17.01 Any employee absent from work due to an injury or illness compensable under the Worker's Compensation Act shall, without charge to sick leave, continue to receive eighty percent (80%) of the employee's regular salary for a period not to exceed six (6) months per injury or illness, commencing after the first three (3) days of such illness or injury.

An employee otherwise eligible may use accumulated sick leave for the three (3) days. If the illness or injury necessitates an absence of greater than three (3) days, three (3) days will be restored to the employee's accumulated sick leave.

- 17.02 Salary for an employee under the provisions of this section shall be paid only as long as an employee is eligible to receive temporary total disability payments under the Worker's Compensation Act.
- 17.03 Upon expiration of disability pay, an employee who is still unable to return to work but is receiving Worker's Compensation benefits for a temporary total disability shall be ineligible to use accumulated sick leave, holidays, or vacation. Any such previously earned benefits will not be lost by reason of this paragraph.

**ARTICLE XVIII
HEALTH AND SURGICAL INSURANCE**

- 18.01 A. The County will provide a group hospital, medical, and surgical plan to eligible regular full-time and regular part-time employees. The plan will specify eligibility requirements, enrollment procedures, coverage details, and co-payment details.

The County has the right to select a different insurance carrier or administrator provided the coverage is substantially equivalent and there is no lapse in coverage. If the county elects to change the insurance carrier, the County shall provide the Association with notice which shall be at least thirty (30) days in advance of the date that the change is to take place. The County shall also provide the Association with a copy of the new plan document and identify any major changes that will be in place with the new insurance carrier or administration.

- B. Regular full-time and regular part-time employees are eligible to apply for the County's hospitalization plan within their first thirty (30) days of employment. The insurance will become effective on the first day of the month following sixty (60) days of employment after application acceptance.
- C. Regular Full-Time Employees The County will pay ninety percent (90%) of the cost of a single or family plan. Eligible employees will pay ten percent (10%) of a single or family plan.
- D. Regular Part-Time Employees The County will pay forty-five percent (45%) toward the cost of a single or family plan. Eligible employees will pay fifty-five percent (55%) of the cost of a single or family plan.

18.02 Dental Insurance

- A. The County agrees to offer a group dental insurance plan to eligible employees. The County will also offer a dental Health Maintenance Organization (HMO) as an alternative. Each plan specifies eligibility requirements and enrollment procedures.

The County has the right to select a different insurance carrier or administrator provided the coverage is substantially equivalent and there is no lapse in coverage. If the County elects to change the insurance carrier, the County shall provide the Association with the notice which shall be at least thirty (30) days in advance of the date that the change is to take place. The County shall also provide the Association with a copy of the new plan document and identify any major changes that will be in place with the new insurance carrier or administrator.

- B. The County will pay ninety percent (90%) per month towards the cost of the least expensive family or single dental insurance plan or HMO plan. Eligible employees will pay ten percent (10%) of the cost of the least expensive plan and any additional cost if they select a more expensive plan.
- C. Regular Part-Time Employees The County will pay forty-five percent (45%) towards the cost of the least expensive family or single dental insurance plan or HMO plan. Eligible employees will pay fifty-five percent (55%) of the cost of the least expensive plan and any additional cost of their selecting more expensive plan."

- 18.03 Employees who retire may continue to participate in the group medical insurance plan at the employee's cost by paying the cost for this insurance to the County one (1) month in advance.

- 18.04 Life Insurance The employer agrees after six (6) months of employment it will participate in the state group life insurance plan or equivalent coverage and will pay the life insurance premium on behalf of the employee.
- 18.05 Dependent Life insurance Regular full-time and regular part-time employees shall be eligible to participate in a dependent life insurance plan which provides \$10,000 life insurance coverage for the employee's spouse and \$5,000 coverage for each eligible dependent.
- The employees shall pay the full premium cost of the plan which will also specify benefit limitations, eligibility requirements, and enrollment procedures.
- 18.06 Wisconsin Retirement System After employees complete their first six (6) months of employment, the County shall pay the employee's share of the Wisconsin Retirement System.
- 18.07 Post Employment Health Reimbursement Plan The County will provide eligible regular full-time and regular part-time employees a post employment reimbursement plan. Regular full-time and regular part-time employees will become eligible following completion of twelve (12) calendar months of employment. The County will make monthly contributions into the plan totaling \$200 annually. The County has the right to change plan administrators. The plan documents will specify plan benefits, limitations, eligibility requirements, and enrollment procedures.

ARTICLE XIX

JURY DUTY, WITNESS SERVICE, MILEAGE ALLOWANCE, UNIFORM ALLOWANCE

- 19.01 Jury Duty Any employee subpoenaed for jury duty shall be paid the difference between his regular rate of pay and the pay received for jury duty, excluding any mileage allowance.
- 19.02 Witness Service Any employee subpoenaed as a witness connected with an incident occurring while on duty as an employee of the County shall be paid the difference between his regular rate of pay and the witness pay, excluding any mileage allowance. This section will not apply when the employee is an adverse party or being represented by a party adverse to the County.
- 19.03 Mileage Reimbursement All employees required to use their own automobile in County business and approved by the department head shall be reimbursed at the rate allowable by the Internal Revenue Service.
- 19.04 The County will pay up to two hundred fifty dollars (\$250.00) for the purchase of an initial uniform for Correctional Officers and up to two hundred (\$200.00) for the purchase of an initial uniform for Telecommunicators, if required, once the employees have completed six (6) months of employment.

Worn out uniforms shall be replaced during the year (in an amount) not to exceed two hundred fifty dollars (\$250.00) per person for Correctional Officers and (in an amount) not to exceed two hundred (\$200.00) per person for Telecommunicators.

Effective 01/01/2009 the uniform allowance will be three hundred (\$300) for Correctional Officers and two hundred fifty (\$250) for Telecommunicators.

Uniforms shall be defined as any items required or authorized by department policy.

Maintenance of the uniforms shall be responsibility of the employee.

ARTICLE XX DISCIPLINE

- 20.01 All non probationary employees shall be discipline up to and including discharge for just cause. Employees who are disciplined shall be given written notification of the discipline citing the rules, regulations, or policies, determined by the Department to have been violated.

**ARTICLE XXI
TIME FOR NEGOTIATIONS**

21.01 Collective bargaining for 2011 shall be carried on by the parties as follows:

- A. Submission of Association demands by August 1.
- B. Submission of County proposal by September 1.

**ARTICLE XXII
TERMINATION**

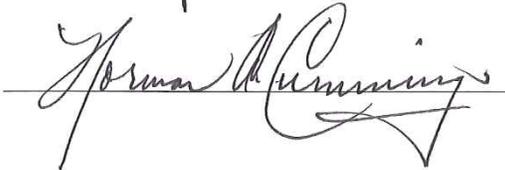
22.01 This Agreement shall become effective January 1, 2008 and shall remain in full force and effect up to and including December 31, 2010, and shall continue in full force and effect thereafter until such time that either party desires to open, amend, or otherwise change this Agreement.

Dated this 11th day of November, 2008.

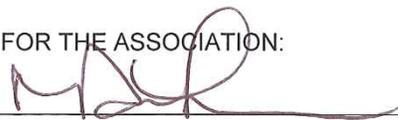
FOR THE COUNTY:

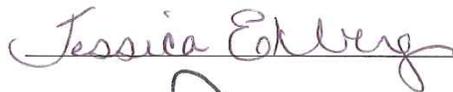


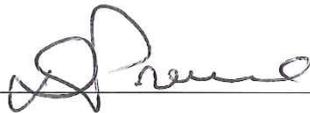




FOR THE ASSOCIATION:









LETTER OF UNDERSTANDING

This Letter of Understanding outlines an agreement reached between Waukesha County ("County"), the Association of Civilian Correctional Officers and Radio Dispatchers ("ACCORD"), and the County employees represented by ACCORD ("Employees") concerning application of the Fair Labor Standards Act ("FLSA") to certain aspects of their wages, hours, and conditions of employment. This Letter of Understanding supplements the current ACCORD collective bargaining agreement ("CBA") between the parties. It is the parties' intent that nothing in this Agreement reduces the contractual overtime pay or contractual compensatory time off that Employees are eligible to receive.

1. Waukesha County maintains a 14 day work period under the FLSA for Correctional Officer's covered by the ACCORD labor agreement with the County. The Correctional Officer's represented by ACCORD will be entitled to overtime pay at 1.5 times the Employee's regular rate of pay for all hours worked in excess of 86 hours within the 14 day work period, or compensatory time off in lieu thereof.
2. An Employee's regular rate of pay for FLSA overtime purposes includes the employee's base rate of pay established in the labor contract.
3. The County will establish a separate FLSA compensatory time off ("FLSA CTO") bank. Employees will be eligible to earn overtime pay or FLSA CTO only for those hours worked over 86 within the 14 day work period.
4. In calculating the FLSA CTO, compensable "hours worked" will not include pay for hours not actually worked such as vacation time, holidays, other compensatory time, disability pay, sick leave, funeral leave, and jury duty.
5. Effective January 1, 2001 employees will be eligible to earn up to a maximum of twenty-four (24) hours of FLSA CTO at any one time. An Employee who earns FLSA CTO will be given 1.5 times the amount of earned FLSA CTO in paid straight time off, up to a maximum of 36 hours of straight time at any one time. Any FLSA CTO earned over the 36 hour straight time maximum will be paid out to the Employee at his/her straight time rate of pay in lieu of time off. Any balance of unused FLSA CTO will be paid out to the Employee in the last pay period of the calendar year in which it was earned. Upon termination of employment, FLSA CTO payments shall be made in accordance with 29 C.F.R. § 553.27.
6. Requests for FLSA CTO must be submitted in writing to the Employee's shift supervisor. An Employee must submit a request at least twenty-four (24) hours in advance of the date(s) requested. A request not meeting this prerequisite will not be considered.

The Sheriff's Department will attempt to honor whenever possible employee requests for FLSA CTO when submitted within the time period outlined above. If the supervisor reviews a request for FLSA CTO, and the normal staffing pattern does not allow for the approval of the time off the department will utilize the department overtime procedure then in effect in attempting to find a replacement for the employee. If the Department is unable to find a replacement willing to work overtime or if the department would be required to mandate an employee to work overtime, the request will be denied.

LETTER OF UNDERSTANDING

Page 2 of 2

The Department will evaluate time off requests on a case by case basis. Assuming the request is properly made, the Employee shall be permitted to use FLSA CTO within a "reasonable period" after making the request if such use does not "unduly disrupt" the operations of the Department as outlined above. The definition of the phrase "reasonable period" shall be the same as the definition set forth in 29 C.F.R. § 553.25(c)(1). The definition of the phrase "unduly disrupt" shall be the same as the definition set forth in 29 C.F.R. § 553.25(d) and the below quoted portion a U.S. Department of Labor Wage and Hour Opinion Letter dated August 19, 1994, which states:

"The fact that overtime may be required of one employee to permit another employee to use compensatory time off would not be a sufficient reason for an employer to claim that the compensatory time off request is unduly disruptive."

- 7. Any challenge to the Department's determination that the granting of the request to use FLSA CTO would constitute an undue disruption to Department Operations may be grieved.
- 8. By entering into this Letter of Understanding, the County does not admit to having engaged in any wrongdoing, violation of law, or violation of the CBA and does not intend to change the system or procedures for non-FLSA compensatory time off earned under the CBA.
- 9. ACCORD agrees to waive any and all grievances or claims under or related to the CBA which may have arose prior to the execution date of this Letter.

Date this 16th day of NOVEMBER, 2000.

For Waukesha County:

R. Johann INSPECTOR
James Duhler

For Association of Civilian Correctional Officers and Radio Dispatchers and Affected Employees:

R. A. Blanks President
ACCORD
Sharon A. Bell #965
ACCORD
Jill A. Dany Director
ACCORD

2008 WAGE APPENDIX
Effective January 5, 2008 (2%)

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	
Telecommunicator	\$18.7445	\$18.9947	\$19.2458	\$19.4971	\$19.8863	\$20.2879	\$20.6898	\$21.1039	\$21.5309	HOURLY
	\$1,499.56	\$1,519.58	\$1,539.66	\$1,559.77	\$1,590.90	\$1,623.03	\$1,655.18	\$1,688.31	\$1,722.47	APRX BIWEEKLY
	\$3,249	\$3,292	\$3,336	\$3,379	\$3,447	\$3,517	\$3,586	\$3,658	\$3,732	APRX MNTHLY
Correctional Officer	\$19.1132	\$19.6716	\$20.4361	\$21.1707	\$21.6462	\$22.1218				HOURLY
	\$1,529.06	\$1,573.73	\$1,634.89	\$1,693.66	\$1,731.70	\$1,769.74				APRX BIWEEKLY
	\$3,313	\$3,410	\$3,542	\$3,670	\$3,752	\$3,834				APRX MNTHLY

2008 WAGE APPENDIX
Effective July 5, 2008 (1%)

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	
Telecommunicator	\$18.9319	\$19.1846	\$19.4383	\$19.6921	\$20.0852	\$20.4908	\$20.8967	\$21.3149	\$21.7462	HOURLY
	\$1,514.55	\$1,534.77	\$1,555.06	\$1,575.37	\$1,606.82	\$1,639.26	\$1,671.74	\$1,705.19	\$1,739.70	APRX BIWEEKLY
	\$3,282	\$3,325	\$3,369	\$3,413	\$3,481	\$3,552	\$3,622	\$3,695	\$3,769	APRX MNTHLY
Correctional Officer	\$19.3043	\$19.8683	\$20.6405	\$21.3824	\$21.8627	\$22.3430				HOURLY
	\$1,544.34	\$1,589.46	\$1,651.24	\$1,710.59	\$1,749.02	\$1,787.44				APRX BIWEEKLY
	\$3,346	\$3,444	\$3,578	\$3,706	\$3,790	\$3,873				APRX MNTHLY

2009 WAGE APPENDIX
Effective January 3, 2009 (2%)

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	
Telecommunicator	\$19.3105	\$19.5683	\$19.8271	\$20.0859	\$20.4869	\$20.9006	\$21.3146	\$21.7412	\$22.1811	HOURLY
	\$1,544.84	\$1,565.46	\$1,586.17	\$1,606.87	\$1,638.95	\$1,672.05	\$1,705.17	\$1,739.30	\$1,774.49	APRX BIWEEKLY
	\$3,347	\$3,392	\$3,437	\$3,482	\$3,551	\$3,623	\$3,695	\$3,768	\$3,845	APRX MNTHLY
Correctional Officer	\$19.6904	\$20.2657	\$21.0533	\$21.8100	\$22.3000	\$22.7899				HOURLY
	\$1,575.23	\$1,621.26	\$1,684.26	\$1,744.80	\$1,784.00	\$1,823.19				APRX BIWEEKLY
	\$3,413	\$3,513	\$3,649	\$3,780	\$3,865	\$3,950				APRX MNTHLY

**2009 WAGE APPENDIX
Effective July 4, 2009 (1%)**

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	
Telecommunicator	\$19.5036	\$19.7640	\$20.0254	\$20.2868	\$20.6918	\$21.1096	\$21.5277	\$21.9586	\$22.4029	HOURLY
	\$1,560.29	\$1,581.12	\$1,602.03	\$1,622.94	\$1,655.34	\$1,688.77	\$1,722.22	\$1,756.69	\$1,792.23	APRX BIWEEKLY
	\$3,381	\$3,426	\$3,471	\$3,516	\$3,587	\$3,659	\$3,731	\$3,806	\$3,883	APRX MNTHLY
Correctional Officer	\$19.8873	\$20.4684	\$21.2638	\$22.0281	\$22.5230	\$23.0178				HOURLY
	\$1,590.98	\$1,637.47	\$1,701.10	\$1,762.25	\$1,801.84	\$1,841.42				APRX BIWEEKLY
	\$3,447	\$3,548	\$3,686	\$3,818	\$3,904	\$3,990				APRX MNTHLY

**2010 WAGE APPENDIX
Effective January 2, 2010 (2%)**

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	
Telecommunicator	\$19.8937	\$20.1593	\$20.4259	\$20.6925	\$21.1056	\$21.5318	\$21.9583	\$22.3978	\$22.8510	HOURLY
	\$1,591.50	\$1,612.74	\$1,634.07	\$1,655.40	\$1,688.45	\$1,722.54	\$1,756.66	\$1,791.82	\$1,828.08	APRX BIWEEKLY
	\$3,448	\$3,494	\$3,540	\$3,587	\$3,658	\$3,732	\$3,806	\$3,882	\$3,961	APRX MNTHLY
Correctional Officer	\$20.2850	\$20.8778	\$21.6891	\$22.4687	\$22.9735	\$23.4782				HOURLY
	\$1,622.80	\$1,670.22	\$1,735.13	\$1,797.50	\$1,837.88	\$1,878.26				APRX BIWEEKLY
	\$3,516	\$3,619	\$3,759	\$3,895	\$3,982	\$4,070				APRX MNTHLY

**2010 WAGE APPENDIX
Effective July 3, 2010 (1%)**

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	
Telecommunicator	\$20.0926	\$20.3609	\$20.6302	\$20.8994	\$21.3167	\$21.7471	\$22.1779	\$22.6218	\$23.0795	HOURLY
	\$1,607.41	\$1,628.87	\$1,650.42	\$1,671.95	\$1,705.34	\$1,739.77	\$1,774.23	\$1,809.74	\$1,846.36	APRX BIWEEKLY
	\$3,483	\$3,529	\$3,576	\$3,623	\$3,695	\$3,769	\$3,844	\$3,921	\$4,000	APRX MNTHLY
Correctional Officer	\$20.4879	\$21.0866	\$21.9060	\$22.6934	\$23.2032	\$23.7130				HOURLY
	\$1,639.03	\$1,686.93	\$1,752.48	\$1,815.47	\$1,856.26	\$1,897.04				APRX BIWEEKLY
	\$3,551	\$3,655	\$3,797	\$3,934	\$4,022	\$4,110				APRX MNTHLY