

**RESOLUTION  
ROCK COUNTY BOARD OF SUPERVISORS**

County Board Staff Committee  
INITIATED BY

County Board Staff Committee  
SUBMITTED BY



Annette Mikula, HR Director  
DRAFTED BY

January 2, 2018  
DATE DRAFTED

**TO RATIFY THE 2018 LABOR AGREEMENT BETWEEN ROCK COUNTY  
AND THE CORRECTIONAL OFFICERS IN THE SHERIFF'S OFFICE**

1 **WHEREAS**, the County is subject to 111.70 of the Wisconsin Statutes; and  
2  
3 **WHEREAS**, representatives of the Correctional Officer's Association have met with the County's  
4 Bargaining Team in an attempt to arrive at a mutual agreement on wages, hours and conditions of  
5 employment; and  
6  
7 **WHEREAS**, the parties arrived at a tentative agreement on wages, hours and conditions of  
8 employment; and  
9  
10 **WHEREAS**, the proposed wage settlement represents an overall increase of 2.05% with an across the  
11 board wage increase of 1.0% effective January 1, 2018 and an across the board wage increase of 1.0%  
12 effective July 1, 2018 for all members of the unit, with a creation of a Post-Employment Health Plan  
13 where the County will contribute \$8.00 per pay period to this plan for each eligible employee.  
14  
15 **WHEREAS**, the proposed wage settlement represents an across the board wage increase of 2.05% split  
16 between effective dates of January 1, 2018 and July 1, 2018 for all members of the unit.  
17  
18 **WHEREAS**, the membership of the Association has ratified the agreement; and,  
19  
20 **WHEREAS**, a summary of the contractual agreement is attached.  
21  
22 **NOW, THEREFORE, BE IT RESOLVED**, that the Rock County Board of Supervisors assembled  
23 this 11<sup>th</sup> day of January, 2018 does hereby ratify the terms and conditions of the 2018  
24 labor agreement between Rock County and the Correctional Officer's Association.

Respectfully Submitted,

COUNTY BOARD STAFF COMMITTEE

J. Russell Podzilni  
J. Russell Podzilni, Chair

Sandra Kraft  
Sandra Kraft, Vice Chair

Absent  
Eva Arnold

Henry Brill  
Henry Brill

Betty Jo Bussie  
Betty Jo Bussie

Mary Mawhinney  
Mary Mawhinney

Lou Peer  
Louis Peer

Alan Sweeney  
Alan Sweeney

Terry Thomas  
Terry Thomas

18-1A-435

TO RATIFY THE 2018 LABOR AGREEMENT BETWEEN ROCK COUNTY AND THE CORRECTIONAL  
OFFICER'S ASSOCIATION

Page 2

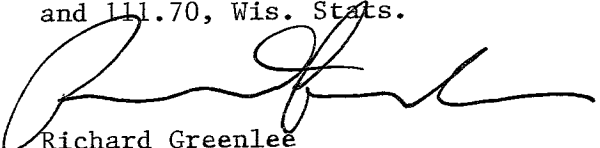
FISCAL NOTE:

| <u>2018</u> | <u>Base<br/>Compensation</u> | <u>ATB Wage<br/>Compensation</u>  | <u>Add'l Base<br/>Compensation</u> | <u>Overall<br/>% Inc.</u> |
|-------------|------------------------------|---|------------------------------------|---------------------------|
|             | \$4,130,639                  | 2.05% split between<br>eff. 1/1/2018 and<br>7/1/2018<br>+ PEHP Creation | \$84,668                           | 2.05%                     |

  
Sherry Oja  
Finance Director


LEGAL NOTE:

The County Board is authorized to take this action pursuant to secs. 59.01  
and 111.70, Wis. Stats.

  
Richard Greenlee  
Corporation Counsel

ADMINISTRATIVE NOTE:

Recommended.

  
Josh Smith  
County Administrator

**AGREEMENT**  
**BETWEEN**  
**ROCK COUNTY, WISCONSIN**  
**&**  
**ROCK COUNTY CORRECTIONAL OFFICERS' ASSOCIATION**  
  
**2018**

## AGREEMENT

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by and between Rock County, Wisconsin hereinafter referred to as the County and the Rock County Correctional Officers Association, hereinafter referred to as the Association.

### ARTICLE I - MANAGEMENT RIGHTS

- 1.01 The management of the Sheriff's Office and the direction of the working force is vested exclusively in the Sheriff, including, but not limited to the right to hire or appoint, suspend, demote, discipline or discharge for cause (all pursuant to the provisions of Wis. Stats. 59.26) for the Sheriff's Office to transfer or layoff for economic or other legitimate reasons, to determine the type, kind and quality of service to be rendered to the citizenry, to determine the location, operation and type of any physical structures or facilities of any division or shift within a division, to plan and schedule service, work shifts and training programs, to establish reasonable work rules, to determine what constitutes good and efficient County service and all other functions of management and direction not expressly limited by the terms of this Agreement. The Association expressly recognizes the prerogative of the County and the Sheriff to operate and manage its affairs in all respects in accordance with its responsibilities.

### ARTICLE II - RECOGNITION AND BARGAINING UNIT

- 2.01 The Employer hereby recognizes the Rock County Correctional Officer's Association, referred to herein as the Association affiliated with the Wisconsin Professional Police Association, as the exclusive collective bargaining representative on matters pertaining to wages, hours and other conditions of employment.

### ARTICLE III ASSOCIATION SECURITY

- 3.01 The Association within thirty days of the election agrees to notify the Human Resource Director in writing of names of the Association officers who have been selected to represent employees in the Association. One officer or steward shall be permitted to investigate and process a grievance during working hours, without loss of pay. Two officers or stewards shall be permitted to meet with County Administration during working hours without loss of pay to process class action grievances.

Authorized officers conducting any of the above specified activity away from their assigned worksite shall request a release from their appropriate supervisor at least twenty-four hours in advance of such activity. The time limit shall be waived when the scheduling of said activity is subject to control of the County.

- 3.02 The Association agrees that normal and regular Association business shall not be conducted during working hours of employees. This shall not, however, preclude the Wisconsin Professional Police Association employee representatives from meeting individually with officers or members during working hours or from using email notifications to its members regarding meetings or union business with prior notification to the Sheriff, and providing that such discussions or emails do not interrupt, slow down, or adversely affect any scheduled Sheriff's Office work project and are not extended for an unreasonable period of time. This Section shall be construed to permit the officers or stewards to meet, without loss of pay, with County Administration during normal working hours in an attempt to resolve any disagreements relative to the interpretation of the terms and conditions of this Agreement providing that such meeting does not interrupt, slow down, or adversely affect any scheduled Sheriff's Office work project. The Employer shall advise the employee that he/she may request the presence of a steward or officer of the Association at the time of receiving a reprimand and during the course of an investigation in which that employee is the subject of the

investigation, and reasonably believes the investigation may result in discipline to him/her.

- 3.03 A. The County agrees to deduct the membership dues of the Association from the salaries of any employees who execute the authorization form agreed upon by the Association and the County. Said dues shall be deducted in twelve installments. Authorization once filed shall be irrevocable for a period of one year or until the termination of the Agreement between the County and the Association (including any extension, renewals, or modifications thereof, or any new agreement between the County and the Association) whichever is sooner, and such authorization shall be automatically renewed from successive periods of one year, unless written notice of the revocation is given by the employee to the County. Withheld amounts shall be forwarded to the designated association officer within ten days following the actual withholding, together with a record of the amount and the names of those for whom deductions have been made.
- B. Changes in dues amounts to be deducted shall be certified by the Association at least four weeks before the start of the pay period the increase deduction is to be effective.
- C. The Association does hereby indemnify and shall save the County harmless against any and all claims, demands, suits or other forms of liability including court costs that shall arise out of or by reason of action taken or not taken by the County which County action or non-action is in compliance with the provisions of this Article, and in reliance on any lists or certificates which have been furnished to the County pursuant to this Article, provided that the defense of any such claims, demands, suits or other forms of liability shall be under the control of the Association and its attorneys. However, nothing in this section shall be interpreted to preclude the County from participating in any legal proceedings challenging the application or interpretation of this Article through representative of its own choosing and at its own expense.

3.04 The Employer shall provide bulletin boards or bulletin board space in designated areas that all employees going about their normal duties shall be able to see bulletin boards with bulletins posted thereon. The Association officers or stewards shall have the right to post notices on such bulletin board space relating to Association business.

3.05 Duly elected Association officers shall be permitted to participate in collective bargaining sessions, provided that if such bargaining sessions are conducted during the regular and normal schedule of daily working hours for such officer, the County shall pay wages for the time spent in such sessions to only two such officers from the bargaining unit.

3.06 A member of the Association who is called upon to serve as a delegate of the Association for conventions or conferences shall be granted leave without pay, but may elect to substitute vacation or compensatory time (holiday or overtime) for such conventions or conferences.

Employees shall notify the Sheriff two weeks prior to the starting date of the leave. If substitutions of personnel or modification of the leave are required, the employee shall notify the Sheriff as soon as possible.

3.07 Fair Share.

As the exclusive bargaining representative of all employees in a collective bargaining unit, the Association will represent all such employees in the unit who have not authorized dues check-off as provided in Article III, will be as provided in this Agreement, required to pay the cost of the collective bargaining process and contract administration as provided in this Agreement, i.e. that amount certified as the proportionate share

of the cost of the collective bargaining process and contract administration by the Association. No employee shall be required to join the Association, but membership in the Association shall be made available to all employees who apply consistent with the Association constitution and by-laws. No employee shall be denied Association membership because of race, creed, color or sex.

The Employer will deduct, in monthly installments from the earnings of all employees in the collective bargaining unit who are not members of the Association, the proportionate share of the costs of the collective bargaining process and contract administration, commencing with the first pay period normally used by the employer for such deductions.

That Employer shall pay the amounts deducted under this paragraph to the Treasurer of the Association within ten (10) working days of the pay date on which such deduction was made.

Changes in the amounts required to be deducted pursuant to Paragraph 2 above, shall be accompanied by a certification from the Association that the new amount is, in fact, the proportionate share of the cost of the collective bargaining process and contract administration as measured by the amount of dues uniformly required of members. Such changes shall be certified by the Association four (4) weeks prior to the start of the pay period the increased deduction is to be effective.

The Employer shall not be required to submit any amounts to the Association under the Agreement for employees otherwise covered who are on layoff, leave of absence or other status in which they receive no pay for the pay period normally used by the Employer to make such deductions. The Employer will provide the Association with a list of employees from whom such deductions are made with each monthly remittance to the Association.

The Employer shall not be liable to the Association, employee or any party by reason of the requirements of this Section for the remittance or payment of any sum other than that constituting actual deductions made from employee wages earned. The Association shall defend, indemnify and save the Employer harmless against any and all claims, demands, suits, orders, judgments or other forms of liability that may arise out of or by reason of action taken or not taken by the Employer under this Section.

The Association shall provide employees who are not members of the Association with an internal mechanism within the Association which allows those employees to challenge the fair share amount certified by the Association as the cost of representation and receive, where appropriate, a rebate of any monies determined to have been improperly collected by the Association pursuant to this Section. The Association will furnish a copy of this internal rebate procedure to the Employer and employee from whom fair share deductions are being made. If it should be ruled by a court of competent jurisdiction that this indemnification clause, or any part of it, is void as against public policy, then 11.01 – Dues Deduction shall become null and void and shall no longer be considered a part of this contract. The parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or part.

#### **ARTICLE IV - PROBATION AND TRIAL PERIOD**

4.01 Length. All newly hired employees shall serve a probationary period of one (1) year of continuous service. During such probationary period, they shall not attain any seniority rights and shall be subject to dismissal at the sole discretion of the Sheriff and without recourse to appeal the dismissal through the grievance procedure hereinafter provided.

- 4.02 Upon the successful completion of the probationary period the employee shall be granted seniority rights. Any employee who is retained after completion of his/her probationary period shall be considered to have completed his/her probationary period and no other notice shall be necessary.
- 4.03 A temporary, limited term employee may become a regular employee covered by this Agreement, however, the temporary, limited term employment shall not be used as the probationary period. Should a temporary, limited term employee be reclassified as a regular employee in the same job classification, he/she shall be advanced in pay to the probationary rate of his/her classified position; and his/her total time of continuous employment including his/her temporary, limited term appointment, shall be counted as part of his/her probationary period.

#### **ARTICLE V - SENIORITY**

- 5.01 Seniority Date. Employees hired after January 1, 2014, upon successful completion of the probationary period, the employee's seniority date as a Correctional Officer shall be the initial date of hire to that rank within the Rock County Correctional Officers Association. Seniority as a Correctional Officer shall be used for the purposes of vacation selection and overtime signup.

Employees hired before January 1, 2014, shall maintain date of County hire as their seniority date.

When a member of the bargaining unit leaves the unit for another position within the Sheriff's Office he/she shall retain their seniority date minus the amount of time he/she was out of the bargaining unit. Furthermore, any persons hired into the bargaining unit outside of the Sheriff's Office from another Rock County department shall retain their county seniority date for purposes of accrued vacation and sick time but will begin seniority within the bargaining unit at the date of hire within the unit.

#### **ARTICLE VI - LAYOFF, REHIRE**

- 6.01 Lay-offs. The Employer shall have the right to reduce the number of jobs in any classification and/or department because of shortage of funds, lack of work, because of a change in organization or duties, or for other legitimate reasons. Employees who are without jobs as a result of a reduction in the number of positions shall be notified in writing two weeks prior to the lay-off and shall be placed on a reemployment list.
- 6.02 Re-Employment List. The Employer shall maintain a re-employment list of such laid-off employees. Such list shall be in the order of the employee's seniority at the time of the lay-off with the most senior being number one on the list. Employees on the reemployment list shall maintain seniority and recall rights for a time equal to the length of service, not to exceed one year.
- 6.03 Recall from Lay-off. Employees shall be recalled from lay-off in accordance with their seniority. The Employer shall not employ any new temporary employees, limited term employees, or part-time employees in positions for which there exists a qualified employee on the re-employment list. Notice of recall shall be sent by the Employer to the laid-off employee's last known address and the laid-off employee shall be required to respond within two weeks (fourteen days) from the date of recall. Employees who do not respond to such recall notices shall be dropped from the list and all rights shall be lost.

#### **ARTICLE VII - LEAVES OF ABSENCE**

- 7.01 Leaves of absence, without pay, for periods not in excess of six months in any year, may at the discretion of the Sheriff, be granted in writing to any employee who has completed his/her probationary period, providing such employee does not accept employment elsewhere. Leaves of absence without pay may be granted to

employees to enable such employees to extend their annual vacation, provided the leave of absence shall not exceed fifteen working days. Failure to grant leave of absence shall not be subject to the grievance procedure.

The employee to whom written leave of absence has been granted, shall be entitled at the expiration of the time stated on such leave to be reinstated to the position in which he/she was employed at the time the leave was granted. The Association shall be provided with a copy of the written leave by the Employer at the time such leave is granted.

- 7.02 Leaves of absence shall be automatically granted all employees who are called or volunteer for military service and such employees shall be reinstated to their former job at the expiration of their military service under and pursuant to the provisions of Section 45.50 of the Wisconsin Statutes and Title 38 of the Federal Code.
- 7.03 Maternity. Employees requiring a leave of absence for pregnancy shall report such pregnancy to the Sheriff as soon as so diagnosed by the doctor. Said employees shall be entitled to a maternity leave without pay not to exceed six months.
- 7.04 Employees shall not accrue seniority when a leave of absence is granted for more than thirty days, except under 7.02 and 7.03 above.
- 7.05 Educational Leave. Education leave without pay to further professional growth and advancement in job-related areas may be granted for up to twelve months without loss of seniority.
- 7.06 Medical Leave Of Absence. Leaves of absence, without pay, for periods of medical disability as defined herein not to exceed six months may be granted by the Sheriff in writing to any employee who has completed their probationary period. Said leave shall be applied for in writing at least fourteen calendar days prior to the effective date of said leave, if possible. Said notice period may be waived by the Sheriff. Requests for said leave shall include a written statement from a qualified physician citing the specific medical condition necessitating the leave and also setting forth the prognosis relative to the probability of the employees return to the performance of job duties required by the Employer.
- 7.07 Prior to return to work, the employee shall furnish the Employer with a written statement from a qualified physician who attended the employee in the treatment of the disability covered by the medical leave.
- Said statement shall be submitted, if possible fourteen calendar days prior to the termination date of the leave and shall state that the employee is released to perform the prior job duties as required by the Employer. The employee shall be returned to his/her former position.
- 7.08 The Employer, at its option and expense, may require the employee to be examined by a qualified physician of the Employer's selection.
- 7.09 If an employee is unable to return to work on the date stipulated, he/she may submit a written request to extend his/her leave of absence, subject to approval of the Sheriff. If on the date following the expiration of the leave of absence, an extension is not requested and granted and the employee has not returned to his/her position, the employee shall be considered to have resigned from County employment.
- 7.10 Employees shall not accrue seniority when a leave in excess of thirty days is authorized under this provision.
- 7.11 Family & Medical Leave. At the option of the employee, an employee entitled to family or medical leave under Wisconsin Statutes Section 103.10 may substitute, for any leave requested under the law, any other paid



or unpaid leave for which the employee is eligible so long as the employee has met the requirements entitling that employee to that leave.

### ARTICLE VIII - HOLIDAYS

- 8.01 Each regular full-time employee shall be granted the following holidays, or days in lieu thereof, off with pay: 1) New Year's Day; 2) Good Friday; 3) Memorial Day; 4) July 4th; 5) Labor Day; 6) Thanksgiving Day; 7) Friday after Thanksgiving Day; 8) Day before Christmas; 9) Christmas Day; 10) One floating holiday of the employee's choice.
- 8.02 If any of the above listed holidays shall fall on a Saturday, the Friday before shall be declared the holiday. If any of the above listed holidays shall fall on a Sunday, the Monday following shall be declared the holiday. [This is only for employees on a 5-2 schedule.]
- 8.03 To be eligible for holiday pay, the employee must work his/her regular schedule of hours on the day immediately before and the day immediately after the holiday, unless on authorized paid time off.
- 8.04 24/7 Positions. If a holiday falls on an employee's scheduled day of work, the employee shall be paid time and one-half (1-1/2) for all hours worked and shall be entitled to a compensatory day off with pay. If a holiday falls on an employee's scheduled day off, the employee shall be entitled to a compensatory day off with pay. Any requested compensatory day off shall be granted subject to the approval of the Sheriff. Employees, shall, however, have the right to accumulate and use holidays to extend their annual vacation within twelve (12) months of said holiday.

Requests for holiday time shall be by seniority within each shift of each division, but the days must be requested prior to February 1 of the New Year. Holiday requests will be granted only after all vacation requests have been approved. After February 1, all holiday requests will be approved on a first come, first serve basis, with no regard to seniority. Holidays may be used in increments as small as one-quarter (1/4) hour at a time, except Floating Holidays which must be used in single day increments.

An employee on a 5-2 schedule who works eight (8) hours on a holiday shall receive one and one-half (1 1/2) times the employee's normal hourly rate of pay and will be paid eight (8) hours of holiday pay or granted a day off with pay in lieu thereof, at the employee's option. If an employee on a 5-2 schedule works less than eight (8) hours on a holiday, he/she shall receive one and one-half (1 1/2) times the employee's normal hourly rate of pay for hours worked and eight (8) hours of pay for the holiday.

- 8.05 Overtime on a Holiday. Employees shall be paid at the rate of one and one half (1 ½) times their regular rate of pay for the first eight (8) hours of their shift and at two and one-half (2 1/2) times their regular rate of pay for all hours worked thereafter on a holiday. Employees working on their scheduled day off will be paid two and one half (2 ½) times their regular rate of pay for all hours worked on the holiday.

### ARTICLE IX - GRIEVANCE PROCEDURE

- 9.01 Any dispute which may arise from an employee or Association complaint with respect to the interpretation of the terms and conditions of this Agreement shall be subject to the following grievance procedure, unless expressly excluded from such procedure by the terms of this Agreement. All grievances, except those involving wage schedule movement or increase shall be initiated at Step 1. Grievances involving wage schedule movement or wage adjustments shall be initiated only at Step 3. Time limits set forth herein may be extended upon mutual agreement of the parties. The Association shall have the right to be notified and be

present at all steps of the Grievance Procedure.

- 9.02 Step 1. The employee and/or Association Committee shall present the grievance, orally or in writing, involving matters of interpretation of the terms and conditions of this Agreement to the most immediate supervisor who has the authority to make adjustments in the matter within 14 calendar days of the alleged grievance or the time the employee can reasonably have been expected to have knowledge of said grievance.

The supervisor shall respond within 7 calendar days. If the grievance is denied, said denial shall be in writing.

- 9.03 Step 2. If the grievance is not resolved at Step 1 within seven (7) calendar days from the date of the written denial in Step 1, the employee and/or the Association Committee shall present the grievance in writing to the Sheriff or his/her designee, who shall attempt to adjust the grievance. The Sheriff or his/her designee, shall meet with the employee, and/or the Association representative within seven (7) calendar days following receipt of the written grievance. The Sheriff, or his/her designee, shall provide a written response to the employee or Association representative, within 14 calendar days of the meeting.

- 9.04 Step 3. If a satisfactory settlement is not reached in Step 2 it shall be presented in writing to the Human Resources Director by the employee or the Association Committee and/or the Association representative no later than seven (7) calendar days after receipt of the Sheriff's decision. Within fourteen (14) calendar days, the Human Resources Director shall meet with the parties to discuss the grievance and attempt to settle the matter. If there is no settlement, the Human Resources Director shall provide a decision in writing to the Association within fourteen (14) calendar days following the meeting of the parties.

- 9.05 Step 4. If a satisfactory settlement is not reached in Step 3 within fourteen (14) calendar days after the date the Human Resources Director's written response is due, the County or the Association may serve written notice upon the other that the grievance issue shall be arbitrated.

Within seven (7) calendar days thereafter, the parties shall meet and attempt to agree upon an arbitrator. If the parties fail to agree upon an arbitrator within fourteen (14) calendar days following said notice of arbitration, the parties shall request the Wisconsin Employment Relations Commission to submit a panel of 5 arbitrators. In the event the parties do not agree upon one of the 5 arbitrators, the moving party shall strike two names and the opposing party shall strike 2 names and the individual remaining shall serve as arbitrator to hear the dispute. The arbitrator shall have jurisdiction and authority only to interpret the specific provision aggrieved and shall not amend, delete, or modify any of the express provisions of this Agreement.

- 9.06 Costs. The decision of the arbitrator shall be final and binding upon the parties. The cost of arbitration shall be borne equally by the parties, except that each party shall be responsible for the costs of any witnesses testifying on its behalf. Upon mutual consent of the parties, more than one grievance may be heard before one arbitrator.

#### **ARTICLE X - VACATIONS**

- 10.01 All regular full-time employees shall earn vacation from the most recent date of employment followed by uninterrupted employment (sick leave shall not be counted as an interruption of employment).
- 10.02 Employees shall not be entitled to vacation while on probation, but upon completion of their probationary period, shall receive credit for their probationary time.

10.03 Effective 1/1/2011, employees shall be entitled to annual paid vacation as follows: Upon the completion of one year, ten (10) working days; in addition, employees shall be entitled to one additional day of vacation per year for each additional year of employment, up to a maximum of twenty-five (25) working days of paid vacation per year according to the following schedule:

|                         |                          |
|-------------------------|--------------------------|
| After 2 years – 11 days | After 10 years – 19 days |
| After 3 years – 12 days | After 11 years – 20 days |
| After 4 years – 13 days | After 12 years – 21 days |
| After 5 years – 14 days | After 13 years – 22 days |
| After 6 years - 15 days | After 17 years – 23 days |
| After 7 years – 16 days | After 18 years – 24 days |
| After 8 years – 17 days | After 19 years – 25 days |
| After 9 years - 18 days |                          |

- 10.04 The number of employees on vacation at any one time, within a given classification or job title, shall be determined by the Sheriff.
- 10.05 Choice of vacation time, within a job title shall be by seniority as outlined in Section 5.01.
- 10.06 Employees shall be encouraged to use vacations in periods of one (1) week or more. In the event an employee wishes to use vacations in smaller increments of vacation, use shall be allowed with Sheriff approval in cases which would not adversely affect the Sheriff's Office work schedule.
- 10.07 No employee who was given an opportunity to use his/her vacation shall carry unused vacation from one year into the next except by the written permission of the Sheriff and the Human Resources Director. Correctional Officers may request and shall be paid for any unused vacation, but not to exceed one-half (1/2) of the employees annual vacation.
- 10.08 For Correctional Officers the vacation schedule will be posted no later than December 1<sup>st</sup> of each year and each employee shall be expected to designate his/her choice for vacation period no later than February 1<sup>st</sup>. Seniority as expressed in 5.01 above shall govern. Vacation requests after February 1<sup>st</sup> shall be granted on a first-come, first-serve basis. Choice of vacation time, within a job title shall be by seniority on the employee's assigned work shift.
- 10.09 Employees who retire or the heirs thereof whose services are terminated due to death shall be entitled to be paid for all vacation earned, but unused, plus all earned vacation for the year in which they retire or terminate due to death. Also, employees who resign and give notice to the Employer of their resignation at least two weeks prior to the effective date of their resignation, and who are discharged (except for theft or dishonesty) shall be paid for the number of vacation days earned, but unused as of the date of resignation or discharge. A fractional month of employment shall be counted as a whole month, when the fraction is one-half or more and dropped when less than one-half.

#### **ARTICLE XI - SICK LEAVE**

11.01 Each full-time employee shall accumulate one sick leave day with pay for each month or major fraction thereof of employment until a total of one hundred-fifty days have been accumulated.

New employees shall earn one sick leave day per month for each month of continuous employment, but may not use such sick leave until they have completed six (6) months of continuous service.

- 11.02 Sick leave pay shall begin on the first day of absence for illness and notice shall be given by the employee no later than at least one (1) hour prior to their regular starting time.
- 11.03 Sick leave may be utilized for preventative health care such as dental and doctor office appointments, provided that any employee utilizing sick leave in such manner give written notice of his/her intent to the Employer to do so no later than seven days in advance of the day such employee desires to use for such purpose.
- 11.04 Sick leave shall be granted to all employees when required to be absent from work because of the serious illness of a member of the employee's immediate family or household requiring the employee's care and attention.
- 11.05 Employees who terminate or retire with ten or more years of continuous service with the Employer, shall have one-half their accumulated sick leave days not to exceed seventy-five days contributed to a Post-Employment Health Plan (PEHP). The County will contribute \$8.00 per pay period to this plan for each eligible employee. In the event of the death of any employee covered by this Agreement, the County shall make the same sick leave payments to the employee's spouse, if any, and then to the children, if any, and then to the employee's estate. Full-time and part-time Employees who are eligible for health insurance coverage will receive this benefit. Administration of this plan will be as specified in plan documents and subject to State and Federal statutes and regulations. Any required administrative fees will be the responsibility of the Employee. In the event of a discharge for cause, the employee will not receive this benefit.
- 11.06 Sick Leave Payment. Employees with at least ten years of service who have accumulated more than one hundred days of sick leave may elect to be paid in cash for those days beyond one hundred at a rate of one day of sick leave equals one-half day pay . Employees must notify the department through sign-up, of their intention to collect such pay for sick leave before December 1, of each year. Employees failing to notify the department as required will not be permitted to sign up until the following year. Said payout shall be for a time accrued as of December 31, of the year the election is made, and shall be paid out on the second paycheck in January.

## ARTICLE XII - BEREAVEMENT LEAVE

- 12.01 In the event of a death in an employee's immediate family, he/she may be excused from work without loss of pay according to the following schedule to attend the funeral, make necessary arrangements, or grieve for the loved one. Immediate family shall not include former "in-laws" due to divorce. The Sheriff's Office may require an obituary to substantiate the leave.
- a. Up to three days for spouse, domestic partner as defined by the state of Wisconsin, child, parent, mother-in-law, father-in-law, brother, or sister.
  - b. Up to two days for an employee's stepparent, stepchild, grandparents, or grandchildren.
  - c. Up to one day for an employee's sister-in-law, brother-in-law, son-in-law, daughter-in-law, aunt, uncle, niece or nephew.
- 12.02 Pallbearer Pay. In the event an employee is requested to act as pallbearer for a funeral not otherwise eligible for funeral leave, he/she shall be granted one day to so serve without loss of pay.

### ARTICLE XIII - BENEFITS IN LIEU OF WAGES

- 13.01 A group comprehensive major medical plan shall be in force for all full-time employees, the premiums for which shall be paid by the County. In addition, all full-time employees shall have the like coverage provided for their dependents, the expense of which shall be provided by the County during the term of the contract. During the term of the contract the health insurance plan in effect will not be modified except by mutual agreement of the parties. The schedule of medical benefits will be modified as specified in Appendix B.
- 13.02 An employee who retires from County employment or spouse, thereof, prior to age sixty-five shall be allowed to remain in the Group Hospital and Surgical and the Major Medical Insurance Plan until age sixty-five, provided they submit the required monthly premium to the County Financial Accounting Office, made payable to the County Treasurer.
- 13.03 Life Insurance. Employees shall be entitled to participate in the Wisconsin State Group Life Insurance Program pursuant to the provisions of Wisconsin Statute 40.20.
- 13.04 Dental Insurance. A group dental insurance plan shall be made available by the County. The coverage and benefit level shall be as set forth in Appendix A of this Agreement. The cost for said premiums shall be shared as follows: The Employer shall pay 60% of applicable premium and the employee shall pay 40% of the applicable premium.
- 13.05 Retirement. For all employees covered by this agreement, the County shall participate in the Wisconsin Retirement System pursuant to Wisconsin State Statute 40.21(1). The Employee shall contribute the full employee's contribution of the employee's earnings as required by 40.05(1)(a)(3).
- 13.06 Unemployment Compensation Insurance. The Employer will continue to provide Unemployment Compensation Insurance pursuant to Wisconsin Statute.
- 13.07 Worker's Compensation. In the event that an employee covered by this Agreement is injured while at work and as a consequence of said injury or illness received Worker's Compensation disability pay, said employee commencing with the fourth day of absence, shall receive in addition to his/her Worker's Compensation payment such supplemental payment as will equal his/her full pay for injury or illness for a period of time not to exceed thirteen weeks. Payment shall be accomplished by said employee endorsing and returning the payment for Worker's Compensation to the County and the County shall issue to the employee his/her regular bi-weekly paycheck in the event of a delay in processing the Worker's Compensation claim, the County will continue to issue the employee's regular paycheck and the employee shall sign a waiver stating that he/she shall endorse and return the Worker's Compensation check to the County immediately upon its receipt.
- Time covered by this provision shall not be charged against sick leave, provided that the employee will be permitted to use accumulated sick leave for the first three days of absence.
- 13.08 Uniform Allowance. Each full-time employee shall be granted an annual uniform allowance of \$635.00. This shall be paid to the employee on or before January 15 of each year by separate check.
- 13.09 New Hire Uniform Allowance. Each new employee shall receive a clothing allowance in the amount of \$1,000.00, in the form of a separate check, within two (2) weeks of starting date of employment to purchase approved clothing items as defined in Standard Operating Procedure 4.140, Uniforms for the Rock County Sheriff's Office.

**ARTICLE XIV - HOURS OF WORK, WAGES,  
CLASSIFICATION AND PAYDAY**

14.01 Hours of Work, Wages, Classifications and Step Progression.

Section A.

- (1) Correctional Officers assigned to work the schedule commonly referred to as the "5-2/5-3 work schedule":

The work schedule shall consist of an eight and one half hours work day with scheduled work days as follows: work five (5) days, off work two days (2) days, work five (5) days, off work three (3) days, with above cycle repeating itself every two weeks. For payroll purposes, base hours will be (79.55) hours in each fourteen (14) day cycle. The work period is defined as a regular recurring period of twenty eight (28) days.

- (2) Correctional Officers assigned to work a 5-2 Monday through Friday schedule:

For payroll purposes, base hours will be (80) hours in each fourteen (14) day cycle. The work period is defined as a regular recurring period of twenty eight (28) days.

Section B. Each regular full-time employee shall receive time and one-half his or her hourly wage or time and one half compensatory time off for all hours worked in excess of 8 or 40 hours per week for a 5-2 schedule or eight and one-half hours per day for a 5-2/5-3 schedule; time and one-half compensatory time off shall be taken within the calendar year in which it was earned.

With approval of the Sheriff, if a vacation, holiday or compensatory time is scheduled at least twenty four (24) hours in advance, and is subsequently cancelled by management, the employee will be paid time and one-half (1 ½) for hours worked and will retain the vacation, holiday or compensatory time in the appropriate bank.

Section C. Step Progression: The entrance pay rate for new employees shall normally be hired at Step A. They will be advanced to Step B effective after completion of 6 months of employment. Employees will be advanced to Step C after 18 months, and to Step D after 60 months, and to Step E after 84 months.

The Sheriff may determine that a particular appointment be made above the entrance pay rate in recognition of relevant experience and/or exceptional qualifications, up to the 18 month step. In this scenario, the employee will receive completion credits, as labeled in the wage schedule, towards step progression. For example, if the employee is awarded the 6 month step they have earned 6 months toward movement to the 18th month step. These completion credits only apply to step progression and no other benefits or seniority.

Section D. Shift Differential.

1. Correctional Officers.

Correctional Officers who work on the second shift (3:00 p.m.-11:00 p.m.) shall receive 1% of their base pay as a shift differential. Correctional Officers who work on the third shift (11:00 p.m.-7:00 a.m.) shall receive 2% of their base pay as shift differential.

- 14.02 Payday. Employees shall be paid bi-weekly on alternative Fridays, except when those days fall on a holiday in which case employees shall receive their pay on the day preceding the holiday.
- If an employee is on vacation or leave of absence, his/her pay shall be mailed to him/her upon request.
- 14.03 Mileage. Any employee who is required to travel in his/her personally owned automobile in the course and discharge of his/her official duties will be reimbursed at maximum IRS rate per mile actually traveled by the most direct route, provided that such travel has been authorized by the Sheriff or appropriate supervisors.
- 14.04 The County shall provide a current job description for the position of Correctional Officer which will be reviewed and updated annually.
- 14.05 The Employer shall provide yearly TB Skin testing and provide Hepatitis B shots for all employees (on a voluntary basis) covered by this Agreement.
- 14.06 As a condition of employment, employees must have a telephone or a place of telephone contact. Employees shall be required to notify the Sheriff and Human Resources of any change of name, address, telephone number or contact place within 14 days of change.
- 14.07 All employees shall be granted a fifteen minute coffee break prior to their lunch break and following their lunch break. Such coffee breaks shall not disrupt or disturb efficiency of the Department. Employees who are scheduled to work the third shift, 10:30 p.m. - 7:00 a.m., shall not receive the coffee breaks referred above, but shall receive thirty minutes off during their shift for rest or meal.
- 14.08 The Employer agrees to implement a policy in all division/bureaus that all mandated overtime will be divided as equally as possible among qualified employees. Any employee who is called in to work at other than his/her normal reporting time shall receive a minimum of two hours pay for such work.
- 14.09 Court Pay. Employees who are off duty and are called in to work or are subpoenaed to appear in court as a result of their work assignment shall receive a minimum of two hours pay at the rate of time and one-half. If the employee is required by the court to be present in court for time over and above the minimum, said employee shall be paid at the rate of time and one-half.
- Employees shall be reimbursed for mileage costs incurred because of court appearances required under this provision.
- Employees shall sign and turn over to the County any and all fees and reimbursements paid because of court appearances resulting from their work assignment.
- Subpoena Cancellation Pay. Employees who are subpoenaed to testify on off-duty time and are not notified of the cancellation or dismissal of said subpoena at least twenty-four hours prior to the time scheduled for appearance, shall be paid two hours of pay at their regular rate of pay. There shall be a maximum of two (2) canceled subpoenas per day.
- 14.10 Correctional Officers assigned to serve as Jail Training Officers shall be compensated one hour of straight time for each four hour period they are required to prepare a Daily Observation Report for an employee in training. Jail Training Officers may elect to receive one hour compensatory time instead of straight time pay.

- 14.11 Damage to Personal Articles & Clothing. In the event that personal clothing/articles of an employee are damaged in the employee's normal course of duties and as a result of the actions of a third party, the County will replace the clothing or articles by payment to the employee of a sum that represents a fair market value of clothing or articles at the time of damage. Employees receiving a clothing allowance shall be ineligible for reimbursement under this Article for items damaged that are eligible for purchase under the allowance. The amount of reimbursement shall not exceed \$150 per employee per incident.

The incident causing such damage and the value of the clothing or articles damaged may be subject to verification by a competent witness at the request of the Employer. It will be the sole judgment of the Employer what market value is attached to the particular article or piece of clothing, which shall not be arbitrary, capricious or discriminatory.

- 14.12 Compensatory Time Earned. In the event the Sheriff or his authorized representatives post information occasionally relating to technical training programs, seminars, and other specialized police training or meetings, and in the event an employee shall voluntarily desire to attend said program during his/her off-duty hours; then any such employee shall receive compensatory time off from his/her regular working hours for substantially the same amount of time spent in attending and traveling to and from said off-duty training programs.

- 14.13 Compensatory Time-Off. Each employee seeking such compensatory time off shall certify to the Sheriff the number of hours spent at said program, including travel time, during off-duty time and the place where such courses were taken prior to receiving compensatory time off. It is the express intent of the parties hereto that attendance at such approved programs shall be voluntary on the part of the Correctional Officers. Utilization of compensatory time shall be subject to the staffing needs of the department in the judgment of the Sheriff or his authorized representative. Accumulation of compensatory time shall not exceed eighty (80) hours. Compensatory time must be taken in the calendar year in which it was generated or it will be paid out on the last pay check of the calendar year.

- 14.14 Specialty Teams. Correctional Officers who receive training as a result of being on a specialty team (SWAT, DIVE, CERT, FIELD FORCE and Honor Guard) will receive straight time for all hours of training unless overtime is required under the FLSA.

#### **ARTICLE XV-JURY DUTY, VOTING**

- 15.01 Any employee required to report for jury duty shall receive his/her normal wages for each day his/her presence shall be required by the Court. Any employee required to report, but not selected for jury duty shall return to his/her place of work as soon as may be reasonably expected. Such employee shall return to the Employer any monies received from or through the Clerk of Courts for such jury duty.
- 15.02 Any employee who can satisfactorily show that he/she cannot vote during his/her off duty hours shall be allowed time off with pay to cast his/her ballot in all legally constituted elections.

#### **ARTICLE XVI - NO STRIKE, NO LOCKOUT**

- 16.01 During the term of this Agreement no employee shall engage in or in any way encourage or sanction any strike, work-stoppage, slow-down, sit-down, walkout, concerted resignations or sick leave or any other action which would interrupt or interfere with work or responsibilities of Employer, and no employee shall prevent or attempt to prevent access of employees to the offices of Employer at any location or worksite of Employer. Any employee who violates any of the above prohibitions for any reason shall be subject to discipline or



discharge at the sole discretion of the Employer and shall forfeit all benefits under this Agreement. Any such discharge or disciplinary action invoked by Employer or forfeiture of benefits under this Article, shall be ratified by the Rock County Board of Supervisors and upon such ratification shall be conclusive and shall not be subject to any grievance procedure or any administrative or court review.

- 16.02 The Association agrees that it shall not authorize, instigate, aid, condone, maintain or support a strike or any other action prohibited by this Article. The Association further agrees that it shall not discriminate against any non-Association employee or prospective employees.
- 16.03 The Employer agrees that there shall be no lockout nor shall the Employer discriminate against any employee because of Association activities.
- 16.04 The Employer and the Association agree that there shall be no discrimination against any employees or prospective employees because of race, creed, color, age, sex, national origin or handicapping condition. It is and shall be the policy of the Employer and the Association to treat all employees equally.

#### **ARTICLE XVII - DISCHARGE, SUSPENSION**

- 17.01 The Employer may discharge, suspend or otherwise discipline any employee for proper cause. An employee discharged or suspended will be informed of the reasons in writing, within two working days of the discharge or suspension and a copy of such letter shall be sent to the Association.
- 17.02 An Association Officer and/or Business Agent will be present when an employee is suspended or discharged if requested by the employee or the Employer.
- 17.03 Written reprimands will remain in effect for a period not to exceed one year and at the end of such period shall be removed from the employee's personnel file. Personnel files shall be open to employees at all times. Records of suspensions will remain in an employee's personnel file for a period of two years.
- 17.04 Disciplinary action must be grieved within fourteen days.
- 17.05 The Employer shall take disciplinary action within fourteen days of the event leading to discipline or within fourteen days of the date the Employer has knowledge of the activity or event leading to discipline.

#### **ARTICLE XVIII - ALTERATION, LIMITATIONS, DURATION**

- 18.01 This Agreement may be amended anytime during its life upon the mutual consent of the Employer and the Association. Such amendment to be enforceable, must be in writing and attached to all executed copies of this Agreement.
- 18.02 This agreement shall supersede all ordinances or resolutions which are in conflict herewith; however, if any article or section be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and addendum shall not be affected thereby, and the parties shall enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.
- 18.03 This Agreement shall commence on January 1, 2018 and shall remain in full force and effect through

December 31, 2018, unless either party desires to alter, amend or otherwise change this Agreement upon written notice to the other party to be received no later than July 1, 2018, or the first day of July in any year thereafter, this Agreement shall be automatically renewed from year to year. In the event one of the parties desires to alter, amend, or otherwise change this Agreement and proper notice is given, but agreement between the parties to the proposed alteration, amendment, or other change is not reached prior to the expiration date of this Agreement, and unless other terms are agreed to this Agreement shall continue in full force and effect until the parties shall agree to the proposed alterations, amendments, or other changes. It is expressly understood between the parties that time is of the essence in the submission and receipt, if any, of the aforementioned notice.

#### **ARTICLE XIX - DEFINITIONS**

19.01 The following terms as hereinbefore used in this Agreement, shall have the following meanings:

- a) Sheriff means the elected Sheriff or his/her designee.
- b) Human Resource Director means the Human Resource Director of Rock County.
- c) Association Committee means a committee of members of the Association representing Rock County Correctional Officers.
- d) County Administrator means the Administrator of Rock County.
- e) Employees are defined as follows:
  - 1) Regular full-time -- those employees who are scheduled to work forty hours or more per week.
  - 2) Temporary -- those employees who are hired for a specified period of time not to exceed six months.
- f) Classification Changes:
  - 1) Promotion -- change in job classification to another job classification with a higher salary range.
- g) Immediate Family Includes spouse, child, stepchild, parent, stepparent, sibling, mother-in-law, father-in-law, sister-in-law (the sister of one's spouse or the wife of one's brother or the wife of one's spouse's brother), brother-in-law (the brother of one's spouse or the husband of one's sister, or the husband of one's spouse's sister), son-in-law, daughter-in-law, grandparent, grandchild or step grandchild, domestic partner (as defined by the state of Wisconsin), aunt (the sister of one's father or mother, or the wife of one's uncle), uncle (the brother of one's father or mother, or the husband of one's aunt), niece, and nephew. Immediate family shall not include former "in-laws" due to divorce.

#### **ARTICLE XX - PARAGRAPH HEADINGS**

20.01 The paragraph headings contained herein are for convenience in reference and for orderly arrangement, and are not intended to define or limit the scope of any provisions of this Agreement.

#### **ARTICLE XXI - APPENDIX**

21.01 The following appendices shall be part of this Master Agreement.

- Appendix A, Wages
- Appendix B, Schedule of Health Benefits
- Appendix C, Schedule of Dental Benefits

21.02 The wage appendix attached hereto is made part of this Agreement by this reference.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2018

FOR THE COUNTY:

FOR THE ASSOCIATION:

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
President, Correctional Officers' Association

\_\_\_\_\_  
Vice President, Correctional Officers' Association

**2018 WAGE APPENDIX A**  
**Rock County Correctional Officers Association**

| APPENDIX A           |          |      |       |          |          |
|----------------------|----------|------|-------|----------|----------|
| WAGE APPENDIX        |          |      |       |          |          |
| CORRECTIONAL OFFICER |          |      |       |          |          |
| 2018                 |          |      |       |          |          |
| CLASSIFICATION       |          | Step | 3RD & |          |          |
|                      |          |      | 1st   | 2ND (1%) | MID (2%) |
| Correctional Officer |          |      |       |          |          |
| Hire rate            | 1/1/2018 | A    | 18.32 | 18.51    | 18.69    |
|                      | 7/1/2018 | A    | 18.50 | 18.70    | 18.88    |
| After 6 months       | 1/1/2018 | B    | 19.38 | 19.57    | 19.76    |
|                      | 7/1/2018 | B    | 19.57 | 19.77    | 19.96    |
| After 18 months      | 1/1/2018 | C    | 20.32 | 20.51    | 20.72    |
|                      | 7/1/2018 | C    | 20.52 | 20.72    | 20.93    |
| After 60 months      | 1/1/2018 | D    | 21.29 | 21.50    | 21.73    |
|                      | 7/1/2018 | D    | 21.50 | 21.72    | 21.95    |
| After 84 months      | 1/1/2018 | E    | 22.50 | 22.73    | 22.94    |
|                      | 7/1/2018 | E    | 22.73 | 22.96    | 23.17    |

**APPENDIX B**  
**SCHEDULE OF HEALTH INSURANCE BENEFITS**

\*\* Beginning in 2014, the Affordable Care Act requires office co-pays, deductibles, and coinsurance to count towards your out-of-pocket maximums.

|  |  |
|--|--|
| Employee's share of Premium                          | 10% - however the employee can earn back that 10% with completion of the Rock County Healthy Employee Incentive Program (HEIP)   |
| Annual Deductible                                    | \$650 employee/\$1,950 family  |
| Co-insurance:  |  |
| In-Network   | 75% County / 25% Employee  |
| Out-of-Network                                       | 65% County / 35% Employee (outside of the Alliance network)  |
| Annual Out-of-Pocket Limit                           | \$1,950 employee & ind / \$4,000 family max  |
| Office Visits  | 100% after \$25 primary care co-pay  |
|  | 100% after \$50 specialty care co-pay  |
| TeleMed-Virtual Office Visit                         | 100%   |
| Routine Care:  |  |
| Adult Office Visits                                  | 100% no co-pay or deductible on in network coverage  |
| Mammogram, Pap, PSA                                  | 100% limited to once per calendar year   |
| Immunizations  | 100% covered except for travel   |
| Colonoscopy  | 100% no co-pay or deductible on in network when routine  |
| Children's Office Visits                             | 100% Covered no co-pay or deductible (no age limit)  |
| Hospital   | Deductible and Co-insurance Apply  |
| Emergency room visit                                 | \$200 Co-Pay (waived if admitted), Deductible and Co-Insurance Apply   |
| X-ray & Lab (i.e blood work)                         | Deductible and Co-insurance Apply  |
| Imaging (CT/PET scans, MRIs)                         | Deductible and Co-insurance Apply  |
| Skilled Nursing Home Limit                           | 120 Days per Confinement   |
| MH/CD Limit:   | No Limit   |
| Inpatient Limit                                      | Subject to Deductible and Co-insurance   |
| Outpatient Limit                                     | 100% after \$15 co-pay   |
| Prescription Drugs:                                  |  |
| Generic  | \$10   |
| Formulary Brand                                      | \$25   |
| Non-Formulary Brand                                  | \$50   |
| Specialty  | \$100  |
| Mandatory 90 day supply for "maintenance" medication | Mail order or retail at listed pharmacies - 3 month supply for the price of 2 co-pays (Home Town, Schnucks, Shopko, Pinnow, Mercy Health Systems, CVS, Edgerton Healthmart Pharmacy) |
| Add'l Prior Authorizations                           | Example - Step therapy (Navitus),<br>Dispensed As Written Requirement (DAW)  |

**APPENDIX C**  
**Schedule of Dental Benefits**

|  | LOW PLAN   | HIGH PLAN  |
|--|------------|------------|
| Maximum per participant per calendar year    | \$1,000.00 | \$1,500.00 |
| Deductible per participant per calendar year | \$25.00*   | \$0.00     |
| Maximum family deductible per calendar year  | \$75.00*   | \$0.00     |
| *Diagnostic (includes)                       | 100%       | 100%       |
| Diagnostic X-rays                            |            |            |
| Oral Examinations                            |            |            |
| *Preventive                                  | 100%       | 100%       |
| Ancillary (includes)                         | 100%**     | 100%       |
| Anesthesia and injections                    |            |            |
| Emergency palliative treatment and           |            |            |
| Denture repairs/adjustments                  |            |            |
| Restorations                                 |            |            |
| Regular (Direct Fillings)                    | 100%**     | 100%       |
| Crowns, inlays, onlays                       | 50%**      | 70%        |
| Bridges and dentures                         | 0          | 70%        |
| Oral Surgery                                 | 100%**     | 100%       |
| Endodontics                                  | 100%**     | 100%       |
| Periodontics                                 | 100%**     | 100%       |
| Orthodontic Services                         | 50%        | 50%        |
| (lifetime max \$1,000, dependents only)      |            |            |
| Dependents covered to age                    | 26         |            |

\* APPLIES TO ONLY BASIC AND MAJOR SERVICES

\*\* DEDUCTIBLE APPLY

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