

**RESOLUTION  
ROCK COUNTY BOARD OF SUPERVISORS**

County Board Staff Committee  
INITIATED BY

County Board Staff Committee  
SUBMITTED BY



Connie Ihrke, Training & Dev. Mgr.  
DRAFTED BY

December 7, 2010  
DATE DRAFTED

TITLE

TO RATIFY THE 2010-2011 LABOR AGREEMENT BETWEEN ROCK COUNTY  
AND  
ROCK COUNTY WPPA - WISCONSIN PROFESSIONAL POLICE ASSOCIATION (JDC)

- 1 WHEREAS, the County is subject to 111.70 of the Wisconsin Statutes; and
- 2
- 3 WHEREAS, representatives of the Wisconsin Professional Police Association/LEER have met with the
- 4 Human Resources Director several times in an attempt to arrive at a mutual agreement on wages,
- 5 hours, and conditions of employment; and
- 6
- 7 WHEREAS, the proposed wage settlement represents a wage increase of 0% for the year 2010, 1%
- 8 effective January 1, 2011, 1% effective December 31, 2011; and,
- 9
- 10 WHEREAS, the settlement includes salary adjustments to several classifications as outlined in the
- 11 attached summary; and,
- 12
- 13 WHEREAS, a summary of the contractual language modifications is attached,
- 14
- 15 NOW, THEREFORE, BE IT RESOLVED, that the Rock County Board of Supervisors
- 16 assembled this 24 day of February, 2011 does hereby ratify the terms and conditions
- 17 of the 2010-2011 labor agreement with the Wisconsin Professional Police Association/LEER (JDC).
- 18

Respectfully submitted,

COUNTY BOARD STAFF COMMITTEE

J. Russell Podzilni  
J. Russell Podzilni, Chair

Sandra Kraft  
Sandra Kraft, Vice Chair

Eva Arnold  
Eva Arnold

Hank Brill  
Hank Brill

Betty Jo Bussie  
Betty Jo Bussie

Ivan Collins  
Ivan Collins

Marilynn Jensen  
Marilynn Jensen

Louis Peer  
Louis Peer

Louis Peer  
Louis Peer

Kurtis L. Yankee  
Kurtis L. Yankee

11-2B-297

TO RATIFY THE 2010-2011 LABOR AGREEMENT BETWEEN  
 ROCK COUNTY JUVENILE DETENTION CENTER AND WISCONSIN PROFESSIONAL  
 POLICE ASSOCIATION/LEER

Page 2

**FISCAL NOTE:**

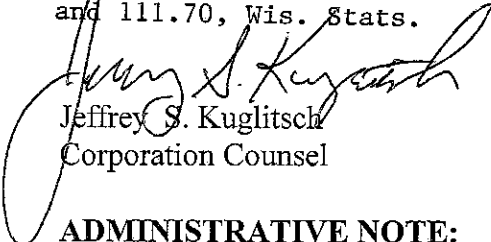
	<u>Base Compensation</u>	<u>Add'l Base Compensation</u>	<u>Wage Increase</u>	<u>Overall % Increase</u>
2010	1,618,907	43,182	0%	2.667%
2011	1,674,569	38,306	1% eff 1-1-2011 1% eff 12-31-2011	2.287%



Jeffrey A. Smith  
 Finance Director

**LEGAL NOTE:**

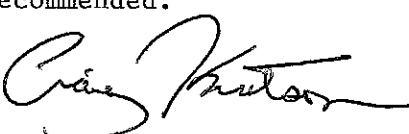
The County Board is authorized to take this action pursuant to secs. 59.01  
 and 111.70, Wis. Stats.



Jeffrey S. Kuglitsch  
 Corporation Counsel

**ADMINISTRATIVE NOTE:**

Recommended.



Craig Knutson  
 County Administrator

**WISCONSIN PROFESSIONAL POLICE ASSOCIATION (WPPA) –  
JUVENILE DETENTION CENTER AND ROCK COUNTY  
Synopsis of Changes to the 2007-2009 Agreement  
February 15, 2011**

**ARTICLE 1 – MANAGEMENT RIGHTS**

- 1.01 The Management of Rock County and the direction of the workforce is vested exclusively in the Employer to be exercised through the Department Head including, but not limited to the right to hire, promote, demote, suspend, discipline and discharge for just cause, the right to decide job qualifications for hiring, the right to transfer or lay off ~~because of lack of work or other legitimate reasons~~; to subcontract ~~for economic reasons~~; to determine the type, kind and quality of service to be rendered to clients, and citizenry to determine the location, operation and type of physical structures, facilities or equipment of the departments, to plan and schedule service and work; to plan and schedule any training programs; to create, promulgate and enforce 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 Union expressly recognizes the prerogative of the Employer to operate and manage its affairs in all respects with its responsibilities.

**ARTICLE VII - LAYOFF**

- 7.01 If laying off employees because of a reduction in forces, the employees with the least seniority shall be laid-off first provided that those remaining are capable of carrying on the Employer's usual operations effectively. In re-employing, those employees with the greatest length of service shall be called back first provided they are capable of performing the available work. Laid off employees shall retain recall rights for ~~one (1)~~ two (2) years from date of layoff.

**ARTICLE XVIII - UNIFORMS**

- ~~18.01 Each employee will be reimbursed up to \$150 each calendar year for the cost of purchasing shirts and pants required by the County.~~
- ~~18.01.1.1.1.1 If the County makes an immediate change that precludes the use of the then current uniform, the county will pay for the initial issue of three (3) shirts and three (3) pants. Unspent money in the uniform allowance account shall not be paid for the remainder of the calendar year in which the uniform change is made.~~
- ~~18.03 Effective December 31, 2006, relief workers shall be provided with two (2) shirts and two (2) pants upon hire. After one complete year of service, relief workers working more than 600 hours in the previous calendar year, shall be reimbursed up to \$75.00,~~

~~each calendar year for the cost of purchasing shirts and pants required by the County. Unspent money in the uniform allowance account shall be paid for the remainder of the calendar year in which the uniform change is made.~~

- 18.01 Employees will be reimbursed up to \$50 for damage to personal articles and clothing and up to \$150 for damage to corrective lens replacement by acts occurring while acting within their official capacity.

#### ARTICLE XXI - FUNERAL LEAVE

- 21.01 In the event of a death in an employee's family, absence will be allowed in conjunction with attendance at the funeral, without loss of pay according to the following schedule: three (3) consecutive working days for death of spouse, registered domestic partner, child, step-child or parent; two (2) consecutive working days for death of mother-in-law, father-in-law, brother or sister; one (1) day for death of sister-in-law, brother-in-law, grandparent, grandchild, aunt or uncle, step-parent ~~or step-child~~. Any additional days shall be charged to vacation.
- 21.02 In the event an employee is requested to act as a pallbearer for a funeral not otherwise eligible for funeral leave, he/she shall be granted one (1) day to so serve without loss of pay.

#### ARTICLE XXIII - VACATIONS

- 23.09 The following vacation procedure will be followed in the selection of vacation:
- (1) The employees will select their vacation on the basis of their seniority.
  - (2) Employees who have earned more than one week of vacation shall be permitted to take all such vacation at once, or to split the vacation in weekly or daily intervals. Employees may take one week of vacation in a block, which shall have preference over selections of less than a week based on seniority. Periods of not less than four (4) hours may be taken with the approval of the Superintendent department head.
  - (3) Vacations may be exchanged by mutual agreement of the employees and with the approval of the Superintendent department head. One (1) week notice prior to said exchange should be given.
  - (4) Regular part-time employees shall be entitled to vacation benefits on a pro-rata basis. The number of employees on vacation at any one time, within a given classification or job title shall be determined by the Superintendent department head.
  - (5) All time lost because of on-the-job injury or illness shall count as time worked for vacation purposes.

- (6) All vacation earned must be taken by employees within the anniversary year after it's earned. Earned vacation time not taken within the designated twelve (12) month period shall be forfeited, unless the department head specifically defers an employee's vacation in writing because of work requirements.
- (7) In the event of death of an employee who is entitled to vacation pay under provisions hereof, such vacation pay and earnings due such employee shall be paid to his/her lawful heirs, in accordance with the law.
- (8) A fractional month of employment shall be counted as a whole month when the fraction is one-half (1/2) or more and dropped when less than one-half (1/2).

#### ARTICLE XXIV - HOLIDAYS

24.01 The following named ten (10) holidays shall be paid for at the rate of eight (8) hours' pay for the holiday in addition to all monies the employee may earn on such holiday.

Employees shall be given at least one (1) week's notice, when possible, whenever it is contemplated that the institution will be closed for a holiday.

- (1) New Year's Day
- (2) Memorial Day
- (3) July 4th
- (4) Labor Day
- (5) Thanksgiving Day
- (6) Friday after Thanksgiving
- (7) ~~One day before Christmas Eve~~
- (8) Christmas Day
- (9) ~~One Two~~ Floating Holidays of the employee's choice scheduled with prior Approval of the Superintendent department head.
- (10) ~~One Floating Holiday of the employee's choice scheduled with prior Approval of the department head.~~

~~24.05 Opportunities for working on a holiday shall be posted thirty days in advance of the holiday. The posting shall remain up for seven days. Employees scheduled to work on the holiday who are requesting the day off shall indicate their choice on the posting. Employees who are not scheduled to work on the holiday who are requesting to work the holiday shall all sign the posting indicating their request. A notice shall be posted fourteen days in advance of the holiday indicating who is scheduled to work. Employees who sign the posting indicating that they want to work must work the holiday except in a case of extraordinary circumstances.~~

#### ARTICLE XXV - WORK WEEK

25.12 Employees working FLSA overtime shall be compensated at a rate of time and one-half the regular rate of pay, or time and one-half in compensatory time, at the option of the

employee, not to exceed a total of ~~forty (40)~~ sixty (60) hours in a calendar year. Once an employee banks ~~forty (40)~~ sixty (60) hours of Compensatory Time, no additional overtime shall be permitted to be banked as Compensatory Time in the same calendar year, regardless of usage. Utilization of Compensatory Time shall be subject to staffing requirements and approved by the Superintendent or his/her designee. Requests for use of Compensatory Time shall be submitted at least ten (10) days in advance of the date requested. Denial of Compensatory Time off shall not be subject to the grievance procedure.

Compensatory time in excess of twenty (20) hours as of December 31st, of each calendar year shall be paid out in January of the subsequent year.

## ARTICLE XXVI - WAGES AND CLASSIFICATIONS

~~26.03 — An employee who is trained and certified to provide training to other staff members to enhance their skills, will be paid \$500 annually, to be on the first paycheck of December. The payments will continue only as long as this employee continues to perform these duties.~~

26.04 Switching. Subject to final approval by the Unit Supervisor, employees may exchange hours of work under the following conditions:

1. Switching of hours must be voluntary for all parties involved.
2. The exchange of hours will occur within the same ~~workweek (Sunday through Saturday)~~ pay period.

## ARTICLE XXXV – SELECTIVE SERVICE

~~35.02 — Each employee shall on request be reinstated to the position he held on entering the "service" provided such request is made within ninety (90) days after such employee is available to return to work. If such position has been discontinued or eliminated, then he/she shall be given other employment, which he/she is suited for in accordance with his/her seniority rights.~~

35.02 The County agrees to follow all applicable Federal and State laws pertaining to reemployment of returning veterans which include but are not limited to the Uniformed Services Employment and Reemployment Rights Act (USERRA). Article XII – Grievance Procedure and any other relevant Federal and State process may be used as a remedy to disputes.

## ARTICLE XXXVII – RELIEF EMPLOYEE BENEFITS

37.04 Relief workers shall be required to be available to work not less than sixteen (16) hours of weekend work (Friday 2<sup>nd</sup> shift thru Sunday 3<sup>rd</sup> shift) per pay period. Relief workers shall be ~~scheduled, and must~~ expected to work one half (1/2) of the Holidays in a given year, which shall include one of either Thanksgiving or Christmas.

## ARTICLE XXXVIII – COMMUNITY JUVENILE OFFICER (CJO) POSITIONS

38.01 There shall be Community Juvenile Officer (CJO) positions under this agreement. Currently there are three (3) such positions.

38.02 CJO positions will be posted. Employees classified as full-time JDO's will be eligible to sign the posting for these positions.

A selection process, which will include one or more interviews, shall be conducted to select the most qualified candidate. Selection shall be pursuant to article XV of the Collective Bargaining Agreement (CBA) between the parties.

38.03 Anticipated hours of work during school times (school year) each year will be 12:00 p.m.- 8:30 p.m. with a 30 minute lunch/dinner break.

Anticipated hours of work for non-school times (summer) each year will be 9:00 a.m. – 5:30 p.m. with a one-hour lunch/dinner break. During down program weeks, hours shall be 9:00 am – 5:30 pm. End of school year is site specific.

CJOs shall be ineligible to work shifts in the Juvenile Detention Center (JDC), and will likewise be removed from the “call/force” list for duty at the JDC.

CJOs may be required to work Saturday overtime as part of their position periodically. When practicable, fourteen (14) calendar days advance notice will be given when Saturday work is slated to happen. Flextime is to be mutually agreeable between employer and employee.

38.04 As CJOs will not be eligible for work in the detention center in a JDO capacity, their JDO certification shall not be required to be maintained, may lapse. Should Rock County cease the utilization of CJO positions, employees classified as CJOs will be reclassified to JDO positions. Rock County will bear the reasonable cost of recertifying CJO workers to JDO workers.

### APPENDIX A - WAGES

- 0% ATB 1/1/2010
- 1% ATB 1/1/2011
- 1% ATB 12/31/2011
- 1.25% on the five year step effective 7/1/2011
- .75% on the ten year step effective 7/1/2011

Rock County and the Rock County Juvenile Detention Bargaining Team agree to meet and work together to attempt to reach an agreement on a modified work schedule. The areas to be addressed will include time allowed for more staff meetings and training time without the necessity of overtime. It is recognized that any agreement is subject to ratification by the membership. Any ratified agreement will be memorialized in a memorandum of understanding and put into place on a trial basis. No schedule pattern has been established and all options will be considered at the meetings.



**Rock County Juvenile Detention**  
**Dress Code Policy**  
December 2, 2010

Policy: The Staff at the Rock County Juvenile Detention Facility will wear attire that is appropriate and allows them to perform physical work duties efficiently. Attire should reflect a positive image amongst the juveniles in the facility. Staff may wear blue jeans or khaki pants and a polo, sweatshirt or t-shirt. Clothing must be loosely fitted. Tight clothing or low cut clothing is not permitted. Only shoes with rubber soles should be worn. All attire must be clean and in good condition. Attire must also be in accordance with the Rock County Personnel Policy.

The following items are not acceptable as part of the Dress Code Policy:

- Clothes with holes or torn clothing
- Open toe, wedge, heeled shoes, sandals or dress shoes
- Attire with vulgar or inappropriate pictures or language
- Attire displaying drug use or violence
- Sleeveless shirts or Tank Tops
- Transparent Clothing
- Hats or other head garments
- Earrings, metal or hard bracelets and jewelry worth more than \$50