

ROCK COUNTY, WISCONSIN

**Amended:
2/9/2018**



**COUNTY BOARD STAFF COMMITTEE
TUESDAY – FEBRUARY 13, 2018 – 4:00 P.M.
CONFERENCE ROOM N-1 – FIFTH FLOOR
ROCK COUNTY COURTHOUSE-EAST**

Agenda

1. Call to Order
2. Approval of Agenda
3. Citizen Participation, Communications and Announcements
4. Approval of Minutes – January 23, 2018
5. Transfers
6. Review of Payments
7. Resolutions
 - A. Recognizing Sheila JaDoul
 - B. Recognizing Terri Graham for Service to Rock County
 - C. In Support of Reforming Wisconsin's Eminent Domain Laws
 - D. To Ratify the 2018-2019 Labor Agreement between Rock County and Deputy Sheriff's Association
 - E. Resolution Extending an Intergovernmental Agreement between the City of Beloit, the County of Rock and the Ho-Chunk Nation
 - F. **Authorizing Corporation Counsel to File for Party Status on Behalf of Rock County in Case No. 18 CV 40, In Re the Matter of: The Incorporation of a Portion of Lands Comprising the Town of Beloit (Will be provided at the meeting.)**
8. Updates
 - A. Review and Possible Action on Policy 5.31, Overtime, Flex and After Hours Payments
9. Adjournment

COMMITTEE REVIEW REPORT
FOR THE MONTH OF DECEMBER 2017

Account Number	Account Name	PO#	Check Date	Vendor Name	Inv/Enc Amt
01-1320-0000-63100	OFC SUPP & EXP	P1700320	01/11/2018	JP MORGAN CHASE BANK NA	28.46
COUNTY ADMINISTRATOR PROG TOTAL					28.46

I have reviewed the preceding payments in the total **\$28.46**

Date: _____ Dept _____
Committee _____

COMMITTEE REVIEW REPORT
FOR THE MONTH OF DECEMBER 2017

Account Number	Account Name	PO#	Check Date	Vendor Name	Inv/Enc Amt
03-1110-0000-63107	PUBL. & LEGAL				
		P1700715	01/18/2018	BELOIT DAILY NEWS	799.75
03-1110-0000-64904	SUNDRY EXPENSE				
		P1700320	01/11/2018	JP MORGAN CHASE BANK NA	22.50
COUNTY BOARD PROG TOTAL					822.25

I have reviewed the preceding payments in the total **\$822.25**

Date: _____ Dept _____
Committee _____

COMMITTEE REVIEW REPORT
FOR THE MONTH OF DECEMBER 2017

Account Number	Account Name	PO#	Check Date	Vendor Name	Inv/Enc Amt
06-1620-0000-62119	OTHER SERVICES	P1703113	01/11/2018	KRAUJALIS,ATTY ANTHONY C	1,162.50
06-1620-0000-63100	OFC SUPP & EXP	P1700026	01/04/2018	STAPLES BUSINESS ADVANTAGE	18.31
CORPORATION COUNSEL PROG TOTAL					1,180.81

I have reviewed the preceding payments in the total \$1,180.81

Date: Dept _____

Committee _____

COMMITTEE REVIEW REPORT
FOR THE MONTH OF DECEMBER 2017

Account Number	Account Name	PO#	Check Date	Vendor Name	Inv/Enc Amt
08-1420-0000-61920	PHYSICALS		01/04/2018	ILLINOIS STATE POLICE	32.00
		P1700307	01/18/2018	WISCONSIN DEPARTMENT OF JUSTIC	301.75
		P1700311	01/11/2018	JP MORGAN CHASE BANK NA	43.25
08-1420-0000-63100	OFC SUPP & EXP				
		P1700311	01/11/2018	JP MORGAN CHASE BANK NA	115.80
08-1420-0000-64200	TRAINING EXP				
		P1700311	01/11/2018	JP MORGAN CHASE BANK NA	259.00
		P1703082	01/11/2018	BLACKHAWK TECHNICAL COLLEGE	3,838.00
08-1420-0000-64417	RH EXPENSES				
		P1700307	01/18/2018	WISCONSIN DEPARTMENT OF JUSTIC	53.25
08-1420-0000-67160	CA \$500-\$4,999				
		P1702913	01/11/2018	HENRICKSEN	1,925.53
HUMAN RESOURCES PROG TOTAL					6,568.58

I have reviewed the preceding payments in the total \$6,568.58

Date:

Dept

Committee

COMMITTEE REVIEW REPORT
FOR THE MONTH OF DECEMBER 2017

Account Number	Account Name	PO#	Check Date	Vendor Name	Inv/Enc Amt
19-1910-0000-65103	PUBLIC LIABILITY				
		P1703100	01/04/2018	GREGG INVESTIGATIONS INC	175.00
		P1703114	01/11/2018	GREGG INVESTIGATIONS INC	65.00
				PROPERTY & LIABILITY INSURANCE PROG TOTAL	240.00
19-1932-0000-64904	SUNDRY EXPENSE				
		P1700310	01/11/2018	JP MORGAN CHASE BANK NA	40.36
				EMPLOYEE RECOGNITION ACTIVITY PROG TOTAL	40.36

I have reviewed the preceding payments in the total **\$280.36**

Date: _____ Dept _____
Committee _____

COMMITTEE REVIEW REPORT
FOR THE MONTH OF JANUARY 2018

Account Number	Account Name	PO#	Check Date	Vendor Name	Inv/Enc Amt
00-0000-0063-29663	W C TRUST	P1800067	01/18/2018	MINUTE MEN HR MANAGEMENT OF WI	2,850.00
ISF-SELF INS PROG TOTAL					<u>2,850.00</u>

I have reviewed the preceding payments in the total \$2,850.00

Date: _____ Dept _____
Committee _____

COMMITTEE REVIEW REPORT
FOR THE MONTH OF JANUARY 2018

Account Number	Account Name	PO#	Check Date	Vendor Name	Inv/Enc Amt
01-1320-0000-63200	PUBL/SUBCR/DUES	P1800073	01/11/2018	JANESVILLE GAZETTE INC	299.00
		P1800074	01/11/2018	ICMA	1,101.00
		P1800738	01/18/2018	ICMA	683.86
		P1800827	01/25/2018	WCMA	199.00
01-1320-0000-64200	TRAINING EXP	P1800069	01/11/2018	JP MORGAN CHASE BANK NA	300.00
		COUNTY ADMINISTRATOR PROG TOTAL			

I have reviewed the preceding payments in the total \$2,582.86

Date: _____ Dept _____
 _____ Committee _____

COMMITTEE REVIEW REPORT
FOR THE MONTH OF JANUARY 2018

Account Number	Account Name	PO#	Check Date	Vendor Name	Inv/Enc Amt
03-1110-0000-63200	PUBL/SUBCR/DUES	P1800070	01/25/2018	WISCONSIN COUNTIES UTILITY TAX	3,055.68
		P1800071	01/11/2018	NATIONAL ASSOCIATION OF COUNTI	3,207.00
		P1800072	01/11/2018	WISCONSIN COUNTIES ASSOCIATION	18,098.00
03-1110-0000-64201	CONVENTION EXP	P1800069	01/11/2018	JP MORGAN CHASE BANK NA	300.00
		COUNTY BOARD PROG TOTAL			

I have reviewed the preceding payments in the total \$24,660.68

Date: Dept _____

Committee _____

COMMITTEE REVIEW REPORT
FOR THE MONTH OF JANUARY 2018

Account Number	Account Name	PO#	Check Date	Vendor Name	Inv/Enc Amt
06-1620-0000-63200	PUBL/SUBCR/DUES				
		P1800745	01/11/2018	WISCONSIN CHILD SUPPORT ENFORC	225.00
		P1800748	01/11/2018	WISCONSIN ASSOCIATION OF COUNT	70.00
				CORPORATION COUNSEL PROG TOTAL	295.00

I have reviewed the preceding payments in the total **\$295.00**

Date: _____ Dept _____
Committee _____

COMMITTEE REVIEW REPORT
FOR THE MONTH OF JANUARY 2018

Account Number	Account Name	PO#	Check Date	Vendor Name	Inv/Enc Amt
08-1420-0000-81920	PHYSICALS		01/18/2018	ILLINOIS STATE POLICE	32.00
08-1420-0000-63200	PUBL/SUBCR/DUES	P1800759	01/18/2018	PROGRESSIVE BUSINESS PUBLICATI	432.00
08-1420-0000-64215	RECRUITMENT	P1800741	01/18/2018	UNIVERSITY OF WISCONSIN WHITEW	225.00
HUMAN RESOURCES PROG TOTAL					689.00

I have reviewed the preceding payments in the total **\$689.00**

Date: Dept _____

Committee _____

RESOLUTION NO. _____

AGENDA NO. _____

RESOLUTION

ROCK COUNTY BOARD OF SUPERVISORS

Agriculture and Extension Education
Committee
INITIATED BY



Christine Wen
UW-Extension Area Extension Director
DRAFTED BY

Agriculture and Extension Education
Committee
SUBMITTED BY

2/2/2018
DATE DRAFTED

RECOGNIZING SHEILA JADOUL

- 1 **WHEREAS**, Sheila JaDoul began her career at the Rock County Health Care Complex as a
 2 secretary on February 21, 1995; transferred to the Communications Center as a Support Specialist
 3 on March 11, 2002; transferred to the Clerk of Courts as a Clerk II on August 4, 2008, transferred to
 4 Human Services as an Economic Support Specialist on November 9, 2009; and transferred to the
 5 UW-Extension as an Administrative Assistant/Stenographer on April 29, 2013; and
 6
 7 **WHEREAS**, Ms. JaDoul has served the citizens of Rock County for over the past twenty-two years
 8 and one week of service as a dedicated and valued employee of Rock County, and will retire from
 9 public service effective March 2, 2018; and
 10
 11 **WHEREAS**, the Rock County Board of Supervisors representing the citizens of Rock County,
 12 wishes to recognize Ms. JaDoul for her long, faithful and dedicated service.
 13
 14 **NOW, THEREFORE, BE IT RESOLVED**, by the Rock County Board of Supervisors at its
 15 regular meeting this ____ day of _____, 2018, directs that a sincere expression of recognition
 16 be given to Sheila JaDoul for her twenty-two years and one week of service and expresses to her
 17 best wishes for the future.

Respectfully submitted,

AGRICULTURE AND EXTENSION
EDUCATION COMMITTEE

COUNTY BOARD STAFF COMMITTEE

Richard Bostwick, Chair

J. Russell Podzilni, Chair

Alan Sweeney

Sandra Kraft, Vice Chair

Kara Hawes

Eva M. Arnold

Brenton Driscoll

Henry Brill

Wes Davis

Betty Jo Bussie

Alan Sweeney

Mary Mawhinney

Louis Peer

Terry Thomas

RESOLUTION NO. _____

AGENDA NO. _____

RESOLUTION

ROCK COUNTY BOARD OF SUPERVISORS

Board of Health
INITIATED BY

Marie-Noel Sandoval
DRAFTED BY



Board of Health
SUBMITTED BY

01/29/2018
DATE DRAFTED

RECOGNIZING TERRI GRAHAM FOR SERVICE TO ROCK COUNTY

- 1 WHEREAS, Terri has provided services to Rock County citizens for 29 years; and,
- 2
- 3 WHEREAS, Terri Graham began her career with Rock County as an Administrative Assistant for the
- 4 Health Care Center on February 14, 1989; and
- 5
- 6 WHEREAS, Terri moved to the position of Health Aide for Public Health on June 9, 2003 and the
- 7 position was reclassified to a Public Health Support Specialist on January 1, 2011, where she diligently
- 8 served in that role until her retirement on March 1, 2018; and,
- 9
- 10 WHEREAS, Terri has made countless contributions during her tenure with Rock County. Along with
- 11 her staff support duties, she has managed the vaccine supply inventory, ensuring adequate and properly
- 12 handled and stored vaccine. Her dedication to Public Health has been vital to the Department for many
- 13 years.
- 14
- 15 NOW, THEREFORE, BE IT RESOLVED that the Rock County Board of Supervisors duly assembled
- 16 on this _____ day of _____, 2018, does hereby thank Terri Graham for her
- 17 dedication and contributions to the citizens of Rock County.

Respectfully submitted,

BOARD OF HEALTH

COUNTY BOARD STAFF COMMITTEE

Sandra Kraft, Chair

J. Russell Podzilni, Chair

Louis Peer, Vice Chair

Sandra Kraft, Vice Chair

Linda Garrett

Eva Arnold

Richard Bostwick

Henry Brill

Vijaya Somaraju, MD, MPH

Betty Jo Bussie

Dr. Kaitlin Meyers, DVM, MPH

Mary Mawhinney

Dr. Connie Winter, DDS

Louis Peer

Judith Wade, WHNP

Alan Sweeney

Eric Gresens, R.Ph

Terry Thomas

**RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS**

Supervisor Wesley Davis
INITIATED BY



Supervisor Wesley Davis
DRAFTED BY

Public Works Committee &
County Board Staff Committee
SUBMITTED BY

October 26, 2017
DATE DRAFTED

In Support of Reforming Wisconsin's Eminent Domain Laws

1 **WHEREAS**, many private property owners in Rock County feel that their private property, under
2 Wisconsin law, is not adequately protected from encroachment by outside entities, be they local, out of
3 state, or international; and
4
5 **WHEREAS**, eminent domain has historically been used sparingly for ensuring the public good with
6 provable need and just compensation; and
7
8 **WHEREAS**, public good cannot be construed to mean promotion of projects for private gain by
9 outside corporate entities; and
10
11 **WHEREAS**, a clearly defined and demonstrated "public good" has historically included things
12 demonstrating a true community need like roadways, schools, public parks, public housing, and
13 community centers; and
14
15 **WHEREAS**, any other claimed cause for the taking of private property shall be proven to be for a public
16 good in a court of law; and
17
18 **WHEREAS**, eminent domain shall not be used for any taking which is not for a "public use"; and
19
20 **WHEREAS**, a moratorium on the use of eminent domain power for private gain would be advisable to
21 allow the public and local communities to voice their concerns over its use for private gain and for the
22 State Legislature to explore revisions and amendments to the current eminent domain requirements in
23 Chapter 32 of the Wisconsin Statutes; and
24
25 **WHEREAS**, during such moratorium, it may be necessary for units of local government to exercise their
26 power of eminent domain for purposes of completing transportation projects, and that nothing in this
27 resolution should be construed to limit such a use.
28
29 **NOW, THEREFORE, BE IT RESOLVED** that the Rock County Board of Supervisors duly
30 assembled this _____ day of _____, 2018, does hereby request that the State of
31 Wisconsin impose a three year moratorium on the use of eminent domain for private gain in order to
32 allow the State Legislature to pursue a change of law for the protection of its citizens' property rights.
33
34 **BE IT FURTHER RESOLVED** that copies of this request be sent to Governor Scott Walker,
35 Wisconsin State Senators and Assembly Representatives, the Public Service Commissioners and to the
36 Wisconsin Counties Association.

Respectfully submitted:

PUBLIC WORKS COMMITTEE

Betty Jo Bussie
Betty Jo Bussie, Chair

Brent Fox
Brent Fox, Vice Chair

Eva Arnold
Eva Arnold

Brenton Driscoll A

Rick Richard
Rick Richard

COUNTY BOARD STAFF COMMITTEE

J. Russell Podzilni, Chair

Mary Mawhinney

Sandra Kraft, Vice Chair

Louis Peer

Eva Arnold

Alan Sweeney

Henry Brill

Terry Thomas

Betty Jo Bussie

FISCAL NOTE:

This resolution is advisory only and has no direct fiscal impact on Rock County operations in and by itself.



Sherry Oja
Finance Director

ADMINISTRATIVE NOTE:

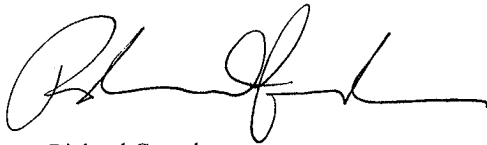
Matter of Policy.



Josh Smith
County Administrator

LEGAL NOTE:

Advisory only.



Richard Greenlee
Corporation Counsel

Executive Summary

In Support of Reforming Wisconsin's Eminent Domain Laws

This resolution addresses concerns of the citizens of Rock County who are worried that their personal property rights are not clearly protected under current eminent domain law. They worry that private entities seeking private gain could use the law to deprive them of property while serving no real public good or benefit. There is concern that "acquiring authorities", be they local, state, national or international, could take their land through various means such as the misuse of condemnation commissions appointed by circuit courts. The make-up of those commissions is worrisome. There is also a real need to review and revise a law which took effect 47 years ago. Subsequent laws have had an effect on eminent domain law which necessitates a need for review by legislative bodies to ensure that the original intent and protections of private property are upheld.

RESOLUTION NO. _____

AGENDA NO. _____

**RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS**

County Board Staff Committee
INITIATED BY



Annette Mikula, HR Director
DRAFTED BY

County Board Staff Committee
SUBMITTED BY

February 5, 2018
DATE DRAFTED

**TO RATIFY THE 2018-2019 LABOR AGREEMENT BETWEEN ROCK COUNTY
AND DEPUTY SHERIFF'S ASSOCIATION**

- 1 **WHEREAS**, the County is subject to 111.70 of the Wisconsin Statutes; and
- 2
- 3 **WHEREAS**, representatives of the Deputy Sheriff'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 proposed wage settlement represents an across the board wage increase of 2.58%
- 8 effective July 1, 2018, along with an additional 1% employee contribution to their WRS retirement cost
- 9 effective July 1, 2018; and a modification to the step progression sequence by changing the 9 Year step
- 10 to a 7 Year step and the 14 Year step to a 12 Year step effective January 1, 2018, as well as educational
- 11 incentive adjustments, which will be \$150 per month for a Master's degree, \$125 per month for a
- 12 Bachelor's degree, and \$75 for an Associate's degree pre-1998 employees effective January 1, 2018;
- 13 and
- 14
- 15 **WHEREAS**, the proposed wage settlement represents an across the board wage increase of 2.0%
- 16 effective February 15, 2019, and educational incentive adjustments, which will be \$150 per month for a
- 17 Master's degree, \$125 per month for a Bachelor's degree, and \$75 for an Associate's degree pre &
- 18 post-1998 employees effective January 1, 2019
- 19
- 20 **WHEREAS**, the membership of the Association has ratified the agreement; and,
- 21
- 22 **WHEREAS**, a summary of the contractual agreement is attached.
- 23
- 24 **NOW, THEREFORE, BE IT RESOLVED**, that the Rock County Board of Supervisors assembled
- 25 this _____ day of _____, 2018 does hereby ratify the terms and conditions of the 2018-
- 26 2019 labor agreement between Rock County and the Deputy Sheriff's Association.

Respectfully Submitted,

COUNTY BOARD STAFF COMMITTEE

J. Russell Podzilni, Chair

Louis Peer

Sandra Kraft, Vice Chair

Alan Sweeney

Eva Arnold

Terry Thomas

Henry Brill

Betty Jo Bussie

Mary Mawhinney

TO RATIFY THE 2018-2019 LABOR AGREEMENT BETWEEN ROCK COUNTY AND THE
DEPUTY SHERIFF'S ASSOCIATION
Page 2

FISCAL NOTE:

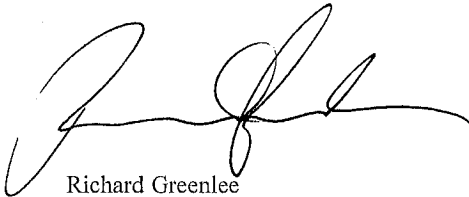
	<u>Base Compensation</u>	<u>Add'l Base Compensation</u>	<u>Wage Increase</u>	<u>Overall % Inc.</u>
2018	4,954,694.96	124,654.12	2.58% eff. 7/1/2018	2.52%
Retirement Contribution		-25,766.92		<u>-0.52%</u> 2.00%
	<u>Base Compensation</u>	<u>Add'l Base Compensation</u>	<u>Wage Increase</u>	<u>Overall % Inc.</u>
2019	5,066,220.79	103,131.04	2.0% eff. 2/1/2019	2.04%



Sherry Oja
Finance Director

LEGAL NOTICE:

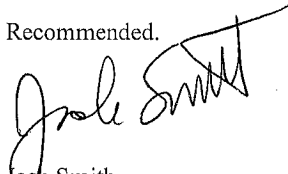
The County Board is authorized to take this action pursuant to secs. 59.01 and 111.70, Wis. Stats.



Richard Greenlee
Corporation Counsel

ADMINISTRATIVE NOTE:

Recommended.



Josh Smith
County Administrator

AGREEMENT BETWEEN
ROCK COUNTY, WISCONSIN
&
ROCK COUNTY DEPUTY SHERIFF'S ASSOCIATION
2018-2019

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AGREEMENT

This Agreement made and entered into this _____ day of _____, 2018 by and between Rock County, Wisconsin hereinafter referred to as County and the Rock County Deputy Sheriff's Association, hereinafter referred to as the Association.

ARTICLE I - RECOGNITION

- 1.01 The County recognizes the Association as the exclusive collective bargaining representative for all non-ranking deputies, and detectives below the rank of lieutenant, employed by the County in classifications set forth in Appendix A, but excluding all other employees accordance with WERC Case CXXXVI, No. 27879 ME-1994 dated August 28, 1981.

ARTICLE II MANAGEMENT RIGHTS

- 2.01 The management of the Department 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 Department 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/his affairs in all respects in accordance with it/his responsibilities.

ARTICLE III - PROBATIONARY PERIOD

- 3.01 Length. All newly hired employees shall serve a probationary period of one (1) year of continuous service, except newly hired employees who have not been certified as law enforcement officers by the State of Wisconsin as of their date of hire, in which case the employee shall serve a probationary period of one (1) year, plus a period of time equal to the time spent in law enforcement certification training as established by the State Law Enforcement Standards Board. During such probationary period, they shall not attain any seniority rights and shall be subject to dismissal at the sole discretion of the Employer and without recourse to appeal the dismissal through the grievance procedure hereinafter provided.

- 3.02 Probationary Period For Promotions. Employees promoted to positions in the classification of Detective shall serve a probationary period of one (1) year. Each probationary Detective shall be evaluated midway during and one month prior to completion of his/her probationary period.

If the employee failed in the sole judgment of the Department Head to successfully complete the probationary period, the employee shall have the right to return to his/her former position.

- 3.03 Upon the successful completion of the probationary period, the employee shall have seniority rights from the date of original hire.

- 3.04 Any member of the Association who accepts a promotion within the Sheriff's Department to a position in the Supervisor's Association or a unilateral command position, shall retain the right to return to the Association. Any employee who returns to the Association under this provision will have the seniority that the employee had as of the date of promotion, except that for benefit purposes, all years of continuous employment will be counted.

ARTICLE IV - LEAVES OF ABSENCE

- 4.01 Length. Leaves of absence without pay for periods not in excess of six months in any year, may in the discretion of the department head be granted in writing to any employee who has completed his/her probationary period, providing such employee does not accept employment elsewhere. 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 a comparable position or the one 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.
- 4.02 Anniversary Date. When a leave of more than thirty days is granted, the employee's anniversary date shall be advanced by the amount of time that the leave exceeds thirty days and such time shall not be counted for the purpose of computing salary increments, except leave necessary for illness, injury or maternity when member has no sick time left.
- 4.03 Military Leave. Leaves of absence shall be automatically granted all full-time employees who are called or volunteer for military service and such employees shall be reinstated to at least their former job level or classification at the expiration of their military service, all pursuant to the provisions of Wis. Stats. 45.50 and Title 38 of the Federal Code as it applies to military leave.

ARTICLE V - HOLIDAYS

5.01 Holidays - Sheriff's Office.

A. Employees shall be granted the following holidays off with pay:

1) New Year's Day, 2) Memorial Day, 3) July 4th, 4) Labor Day, 5) Thanksgiving Day, 6) Friday following Thanksgiving, 7) Christmas and three "floating" holidays to be selected by the employee. New employees who commence employment on or after July 1, of each year shall be granted only two "floating" holidays.

B. If the holiday falls on a regular scheduled day of work for an employee on a 5-2, 5-3 schedule, the employee shall be compensated at one and one-half times the employees' normal hourly rate of pay and the employee will be granted a day in lieu thereof off with pay. If the holiday falls on a regular scheduled day off for an employee on a 5-2, 5-3 schedule, the employee will be granted a day in lieu thereof off with pay. If the holiday falls on a weekend for an employee on a 5-2 schedule, the employee will be granted a day in lieu thereof off with pay. Any such requested days off shall be granted subject to the approval of the Sheriff with regard to the particular day requested.

Employees called into work on a holiday shall receive the overtime rate for all hours worked in addition to the holiday pay.

C. 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.

D. 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.

Court Officers must be available, as necessary, to staff holiday court proceedings. When Court Officers are needed to work on a holiday, the work will be offered by seniority. If the work cannot be assigned voluntarily, it will be assigned by reverse seniority.

E. Employees hired on or after May 1, 1998 shall have the right to accumulate and must use their holidays within twelve (12) months of earning said holiday. If not used, the holiday will be paid out.

5.02 Compensatory Time. If a holiday falls on an employee's scheduled day off, the employee shall have a compensatory day off with pay. Any such requested days off shall be granted subject to the approval of the Sheriff with regard to the particular day requested.

5.03 If a holiday falls on an employee's scheduled day of work, the employee shall be paid time and one-half for all hours worked.

ARTICLE VI - VACATIONS

6.01 Length. All regular full-time employees shall earn vacation from the most recent date of employment followed by uninterrupted employment. Leaves of absence pursuant to Article VII shall not be counted as an interruption of employment.

6.02 Schedule. Employees shall be entitled to annual paid vacations as follows: Upon the completion of one year, ten working days; in addition, employee shall be entitled to one additional day of vacation per year for each additional year of employment up to a maximum of twenty-two working days of paid vacation per year.

6.03 Employees hired after February 1, 2002 shall be entitled to annual paid vacation as follows: upon the completion of one year, ten working days. Each year starting with the completion of 5 years of service, an employee shall receive 1 additional day of paid vacation up to a maximum of 25 days according to the following schedule:

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

Employees hired prior to February 1, 2002 will receive vacation as specified in Article 6.02 until the employee's length of service would provide more vacation under Article 6.03, at which time the employee will be placed in the vacation scheduled specified in Article 6.03.

Effective January 1, 2014 Employees hired after February 1, 2002 shall be entitled to annual paid vacation as follows: upon the completion of one year, ten working days. Each year starting with the completion of 2 years of service, an employee shall receive 1 additional day of paid vacation up to a maximum of 25 days 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		

Employees hired prior to February 1, 2002 will receive vacation as specified in Article 6.02 until the employee's length of service would provide more vacation under Article 6.03, at which time the employee will be placed in the vacation scheduled specified in Article 6.03.

- 6.04 Staffing. The number of employees on vacation within a given shift or division at any given period shall be determined by the Sheriff.
- 6.05 Selection. Choice of vacation 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. Vacation may be used in increments as small as one-quarter (1/4) hour at a time. Preference (by seniority) shall be granted to full day increments. After February 1, all vacation requests will be approved on a first come, first serve basis, with no regard to seniority.
- 6.06 Consecutive Weeks. Employees may take two consecutive weeks of their earned vacation and with prior approval of the Sheriff, may take all their earned vacation consecutively.
- 6.07 Termination. Employees who give at least two weeks prior notice of termination of employment, and employees or the heirs thereof, whose services are terminated due to discharge (except for dishonesty), retirement or death shall receive all earned vacation based on months of service on a pro-rata basis. 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. Payment shall be made in full on the next regular payday after termination.

ARTICLE VII - SICK LEAVE

- 7.01 Accumulation. 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 has been accumulated.
- 7.02 Notice. Sick leave pay shall begin on the first day of absence for illness and notice shall be given by the employee at least two hours prior to his/her starting time, if possible. Failure to give such notice which is due to the carelessness or negligence of the employee shall result in a forfeiture of one days sick leave pay to which such employee would otherwise be entitled. Sick leave may be used in increments as small as one-quarter (1/4) hour at a time.

7.03 Retirement or Voluntary Termination.

- A. An employee who leaves the service voluntarily after fifteen years or more of service, shall receive payment in money for accumulated sick leave up to, but not exceeding one hundred days. The employee shall notify his/her supervisor thirty days prior to date of separation from service. A day shall be defined as a regular working day in computing the payment in money. Payment shall be made in full on the next regular payday after retirement.
- B. Survivor Benefit. In the event of a death of an employee who is still in service, the County shall pay in money for any of his/her accumulated sick leave, up to, but not exceeding sixty-five days to his/her surviving spouse, if any and then to his/ her children if any and then to his/her heirs at law.

7.04 In the event of a death an employee may be excused from work without loss of pay for up to a maximum of thirty-two (32) hours annually for the purpose of attending a person's wake, visitation, memorial service, funeral, or make necessary arrangements regarding the person's death, within a reasonable time after the occurrence.

If additional time is required beyond the thirty-two (32) hours annually, an employee may request to use accumulated vacation, holiday or comp-time. Sick leave cannot be used.

Bereavement leave cannot be accrued from one year to the next.

Bereavement leave can be used in increments of quarter hours.

All leaves under this section shall be prorated based upon the employee's FTE.

7.05 Pallbearer Pay. 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 no more than one day to so serve without loss of pay.

7.06 Worker's Compensation. In the event of illness or injury incurred as a direct result of a service related incident, an employee shall be paid his/her regular salary provided that he/she returns all weekly payments from Worker's Compensation to the County. Said payments shall continue for a period not to exceed two calendar years.

7.07 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 VIII - HOURS OF WORK, WAGES AND CLASSIFICATIONS

8.01 Work Schedule. The hours of work for all regular full-time employees shall average forty hours per week annually. The workweek shall be five (5) days on/two (2) days off, five (5) days on/three (3) days off schedule, or a straight five (5) days on/two (2) days off schedule. Those regular full-time employees working a straight five (5) days on/two (2) days off schedule shall be paid for eighty (80) hours on a bi-weekly basis.

Shift Structure.

- A. The hours of work for employees assigned the work schedule of five (5) days on/two (2) days off, five (5) days on/three (3) days off, shall be on either the first shift (7:00 am to 3:00 pm), second shift (3:00 pm to 11:00 pm), mid-shift (7:00 pm to 3:00 am), or third shift (11:00 pm to 7:00 am). All employees on this shift schedule shall report to work one-half (1/2) hour prior to commencement of their shift. It is understood and agreed that employees may be called for emergency work at anytime.
- B. Exemptions from the above scheduled hours may be adopted for Detectives, Process Servers, Court Officers, Support Service Officers, Narcotics Officers. Such employees shall work a 5-2 schedule with workdays and hours as follows:

Civil Process: Monday thru Friday, 8:00 am to 4:00 pm/1:00 pm to 9:00 pm;

Detectives: Regularly Scheduled--Monday thru Friday, 7:30 am to 3:30 pm/3:00 pm to 11:00 pm;

Bureau of Identification: Regularly Scheduled Monday thru Friday, 7:00 am to 3:00 pm or 8:00 am to 4:00 pm.

Narcotics Officer: flex hours only;

Support Service Officer: 7:00 am to 3:00 pm, Monday thru Friday;

Court Officers: Monday thru Friday, 7:00 am to 3:00 pm/8:00 am to 4:00 pm/9:00 am to 5:00 pm./10:00 am to 6:00 pm. The Court Officer shall be regularly assigned to one of these scheduled shifts.

The hours of employees who are exempt from Article 8.02 (A) shall be scheduled in advance and in writing.

Should the Department establish new assignments, the County and the Association shall negotiate required schedules. Assignments under this provision shall be made following the posting of such assignment for employees to sign indicating an interest. Said assignments shall be on a voluntary basis. If there are not qualified signers the position shall be filled using paragraph 8.02(a).

- C. The Employer shall continue the practice of considering request for shift preference based on seniority, subject to the staffing requirements of the Employer; however, such request must only be honored when a vacancy or staffing change occurs; no bumping shall be allowed.
- D. In order to ensure weekend coverage, detectives will be assigned to weekend and holiday on-call status on a rotating basis. Detectives assigned to weekend investigative on-call status shall limit their activities while on-call so as to be able to respond to the Sheriff's Office following the below listed conditions:
1. A pager or cell phone shall be provided to the detective on call.
 2. One detective shall be responsible for on-call status for each day over the weekend. Detectives shall be allowed to switch assigned weekends or days within the weekend, with notice to and approval of a supervisor. Approval will not be unreasonably denied.

3. The detective shall respond in person to the Sheriff's Office as soon as practicable, but not longer than a two-hour period of receiving an alerting page or call.
4. On-call detectives shall maintain themselves in a fit-for-duty condition while on call.
5. A weekend of investigative on-call shall be defined as the time period from 11:00 PM on Friday until 7:30 AM on the following Monday.

E. Compensation for this on call status shall be as follows:

1. On-call detectives will be compensated with four (4) hours of compensatory time or (4) hours straight time for each day they are scheduled on call for a total of eight (8) for each weekend.
2. This on-call system shall also apply to holidays. The Thursday and Friday Thanksgiving holidays and subsequent weekend shall be separated into two separate on -call assignments.
3. If called into duty, the call-in provision of the collective bargaining agreement shall apply in addition to the compensation provided in this agreement.
4. The use of compensatory time earned under this agreement shall be according to Article 8 – Hours of Work, Wages and Classifications, Section 8.10 – Compensatory time off/Overtime Payment.
5. Assignment of on-call weekends shall be completed after the vacation selection process. First, the Department shall post a sign up sheet for all weekends and holidays from February 1, of the current year to January 31 of the following year. Selection of the on-call weekends and holidays shall be offered by seniority. After all detectives have selected by seniority, open on-call weekends and holidays shall be assigned on a rotating basis, starting with the least senior detective. Seniority referred to in this section means seniority based on detective rank date.

F. The Sheriff, or authorized designee, may place an employee in alert status via voice contact or confirmed electronic communication during which the employee shall be available and ready for duty when contacted within one hour. An employee placed in alert status shall receive an hourly rate equal to 15% of the top patrol Deputy's hourly rate for every hour in which they are in alert status, with a four (4) hour minimum.

8.03 Overtime. Employees working a 5-2, 5-3 schedule shall receive time and one-half (1 1/2) in compensation for all hours worked in excess of eight and one-half (8 1/2) per day. Employees working a 5-2, 5-2 schedule shall receive time and one-half (1 1/2) in compensation for all hours worked in excess of eight hours per day and forty hours per week. Overtime shall be computed on base salary plus shift differential. Employees called into work who report to work shall be compensated on a minimum of two (2) hours of pay at said overtime rate.

If a vacation, holiday or compensatory time is scheduled at least 24 hours in advance, and is subsequently cancelled by management, the employee will be paid time and one-half (1 1/2) for hours worked and will retain the vacation, holiday or compensatory time in the appropriate bank. If the employee works less than eight (8) hours, he/she will be paid time and one-half (1 1/2) for hours worked and the remainder of the eight (8) hours will be paid as vacation, holiday or compensatory time off, whichever was to be used for the off time. If the partial day was scheduled as a floating holiday, the floating holiday time not used to complete the eight (8) hour day will be transferred to the employee's regular holiday bank.

8.04 Subpoena Pay. Employees who are not on duty shall receive time and one-half pay for all time in court when subpoenaed by court to appear in traffic, civil and criminal cases directly to their employment with Rock County or when specifically requested by the Sheriff, Office of District Attorney or Corporation Counsel. Employees whose services are required under this provision and who are not on duty shall receive a minimum of two (2) hours pay at time and one-half. There shall be a maximum of three (3) subpoenas per day.

8.05 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.

8.06 Classification. Each employee presently employed or hired after adoption of this contract shall be classified by job title as listed under Appendix A under "Classification". The anniversary date of employment shall determine the step placement and Section 8.07 of Article VIII shall be used to determine the progression.

8.07 Pay Progression. Employees shall normally be hired at Step A as set forth in the applicable appendix-classification schedule and shall then be advanced to Step B upon completion of twelve months of service, to Step C upon completion of twenty-four months of service, to Step D upon completion of forty-eight months of service, to Step E upon completion of eighty-four months of service, and to Step F upon completion of one-hundred forty-four months of service.

The Sheriff may determine that a particular appointment be made above the entrance pay rate, up to Step D, in recognition of relevant experience and/or exceptional qualifications. 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 Step B they have earned 12 months toward movement to Step C. These completion credits only apply to step progression and no other benefits or seniority. Upon completion of the probationary period, the completion credits shall be applied to the employee's vacation allotment up to Step D.

Effective July 1, 2018 each step in the classification schedule shall be increased by 2.58% and effective February 15, 2019 each step in the classification shall be increased by 2.0%.

8.08 Pay Schedule. The classification and salary steps listed in Appendix A shall be in effect on the date specified in the appendix.

8.09 Pay Date. Employees shall be paid every two weeks.

8.10 Compensatory Time Off/Overtime Payment. A Deputy may select to be paid for all of his/her overtime at the rate of time and one-half, or take his/her overtime in a comp-time procedure at the rate of time and one-half not to exceed a total of 80 hours. All time accumulated over the 80 hours would automatically be paid at a rate of time and one-half. Utilization of said leave shall be subject to authorization of the shift commander or appropriate supervisor. Comp time may be used in one-quarter (1/4) increments.

Compensatory time must be taken in the calendar year in which it was generated or it will be paid out on the 25th pay date of the calendar year in a separate check.

8.11 Deputies who perform the duties of a Field Training Officer shall receive one (1) hour of straight-time to be taken as pay or comp-time for each four hour period or substantial portion thereof.

ARTICLE IX - BENEFITS IN LIEU OF WAGES

- 9.01 Life Insurance. The County having elected to participate in the State Life Group Insurance Program for employees of Wisconsin Municipalities, pursuant to the provisions of Wisconsin Statutes 40.20, shall continue to so participate with the County paying ninety-five percent of the total cost thereof, with coverage of \$1,000 for each \$1,000 of annual base salary or fraction thereof.
- 9.02 Uniform Allowance. Effective January 1, 2014 each full-time employee shall be granted an annual uniform allowance of \$1,025.00. This shall be paid to the employee on or before January 15 of each year by separate check. Newly hired employees who leave the County employment within one calendar year of date of employment, shall be required to return all uniform equipment purchased by the County. Employees may purchase bullet-proof vests from their basic allowance.
- 9.03 Health Insurance. 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 spouse and children, 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.
- 9.04 Health Insurance For Retirees.
- A. Effective January 1, 2014, for employees retiring after attaining age 53, the County shall pay 100% of the health insurance premiums for the applicable coverage for the retired and eligible dependents ~~in~~ until such time as the employee becomes eligible for coverage under any federal health insurance plan, which is understood to be Medicare / Medicaid eligible.
 - B. Employees desiring to retire as early as age 50, 51 or 52 shall be allowed to pay their insurance related costs inclusive of health premiums through use of their PEHP. Upon attaining age 53, the health insurance premiums shall be paid by the County in accordance with the terms of the agreement as appears in paragraph A above.
- 9.05 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 C of this Agreement. Only employees working one-half time or more shall be eligible to participate in said program. The costs 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.
- 9.06 Retirement.
- A. For all employees hired prior to July 1, 2011, the County shall participate in the Wisconsin Retirement System pursuant to Wisconsin State Statute 40.21(1) and shall contribute the full employee's contribution of the employee's earnings as required by 40.05(1)(a)(3) less two percent which the employee shall begin paying effective January 1, 2015. Effective July 1, 2018 the employee contribution shall increase to three (3%) percent.

For all employees hired after July 1, 2011, 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).

- B. In addition to the amount in A above, the County shall pay the benefit adjustment contribution equal to one percent of earnings beginning January 1, 1986 as set forth in Section 40.05(2m), Wisconsin Statutes (1983-84)
- C. Such retirement contributions made by the Employer as listed in 9.05 (A) above, shall be reported by the Employer to the Wisconsin Retirement System in the same manner as though deducted from the earnings of said employees. It is understood and agreed between the parties hereto that such payments made by the Employer shall not be considered municipality contributions.

9.07

Education.

- A. The County shall reimburse employees for the full cost of their tuition and books for approved police science, criminal justice or related courses in an accredited vocational/technical school, college or university. Reimbursement for tuition shall be limited to the highest level for in-state tuition for such courses at UW-Whitewater or Blackhawk Technical or UW-Rock County. Further said reimbursement shall be limited to the tuition charge for a full-time student per semester. No reimbursement shall be required of the County that would be a duplication of payment for educational benefits received by the employee from another source other than assistance from a private source. Such courses are subject to prior approval in writing by the Sheriff or his representative; however, such approval shall not be unreasonably withheld. Reimbursements will be limited to courses for one (1) approved Bachelor's Degree program and/or one (1) approved Master's Degree program.
- B. In addition to the regular wage schedule, employees who have obtained a bachelor's degree in police science or a related field approved by the Sheriff or LEAA guidelines, shall receive an additional \$100.00 per month effective 1-1-2018 and \$125 per month effective 1-1-2019. Employees who have attained an associate degree in police science or related field as approved by the Sheriff or LEAA guidelines shall receive in addition to their regular salary \$50.00 per month. Employees hired on or after May 1, 1998 will not be eligible for the associate degree payment until 1-1-2019. In addition to the regular wage schedule, employees who have obtained a master's degree in police science or a related field approved by the Sheriff or LEAA guidelines, shall receive an additional \$125.00 per month effective 1-1-2018 and \$150.00 per month effective 1-1-2019 per month. In order to receive such incentive the employee must submit an official transcript or a copy of their official conferred diploma to the Human Resources Department.
- C. In the event an employee should cease his/her employment with the Sheriff's Department (exceptions; retires at age 50, is laid-off, death or accepts other employment with Rock County) within two years of the date of the last payment of any tuition by the County, he/she shall reimburse the County a sum of money equal to 25% of tuition payments made by the County on his/her behalf during the last three years of employment. Said reimbursement to be made in the form of a deduction from the employee's final paycheck.

- 9.08 Shift Differential. All employees who work on second shift shall receive one percent of their base pay as shift differential. Employees working third shift or mid-shift or as narcotics officer shall receive two percent of their base pay as a shift differential. Said payments shall be added to their base pay and shall be computed to the nearest cent per hour.
- 9.09 Physical Examinations. Each employee may have a physical examination every three years. The County will determine the scope of the examination and pay the full cost of the exam. The County will select the provider of the examination. When the County's Health Insurance Policy provides coverage for physicals that does not incur deductibles, this section does not apply.
- 9.10 Car Equipment. Squad cars ordered and/or delivered during the contract year shall be equipped with AM radios and air-conditioning. Vehicles already in use by the department with such equipment shall be maintained to continue to provide such equipment.
- 9.11 PEHP. The County shall make available a Post Employment Health Plan (PEHP) program in accordance with appropriate IRS regulations. See Appendix D.
- 9.12 Meal Reimbursement. (See County Personnel Ordinance Section 18.626.)

ARTICLE X- GRIEVANCE PROCEDURE

10.01 Definition. Any dispute which may arise from a complaint by an employee or the Association 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. Grievances resulting from discipline shall begin processing at Step 2. Time limits set forth herein may be extended upon mutual agreement of the parties.

10.02 Procedure.

Step 1. The employee and/or the 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.

Step 2. If the grievance is not resolved at Step 1 within 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 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 calendars of the meeting.

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 7 calendar days after receipt of the Sheriff's decision. Within 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 14 calendar days following the meeting of the parties.

Step 4. If a satisfactory settlement is not reached in Step 3 within 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 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 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.

- 10.03 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 XI - DUES DEDUCTION

- 11.01 Dues Deduction. 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 office 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.
- 11.02 Modifications. 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 increased deduction is to be effective.
- 11.03 Hold Harmless. The Association shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer in reliance upon employee payroll deduction authorized cards submitted by the Association to the Employer. 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 XII - FAIR SHARE AGREEMENT

12.01

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 X, 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 XIII - LAYOFF, RECALL

- 13.01 Criteria. When it becomes necessary to reduce the workforce for any reason, the layoffs shall be based upon ability to perform available work as determined by the department head based upon written records and reports. When abilities are stated to be equal, seniority shall prevail.
- 13.02 Notice. The department head shall notify each person to be laid-off of all his/her rights, including his/her reinstatement eligibility in writing. Regular employees shall receive at least ten days notice prior to such layoff.
- 13.03 Order. No permanent employee shall be laid-off when there are temporary, probationary, state or federal subsidized employees or reserves in the department performing deputy sheriff's functions.
- 13.04 Recall. Laid-off employees shall be eligible for recall for a period of time equal to their length of service, but in no event longer than two full calendar years. Recall shall be on a seniority basis, unless qualifications are not equal to other laid-off personnel.

ARTICLE XIV - TRAINING TIME

- 14.01 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.
- 14.02 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 Deputies. 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 sixty hours.
- Authorization to accumulate compensatory time under this provision shall be the responsibility of the Sheriff.
- 14.03 Flex Shift For Training. The Sheriff, or his/her authorized representative, is authorized to create a flex-shift from 8:00 am to 4:00 p.m. for in-service or mandated training; or a 1:00 p.m. to 9:00 p.m. shift exclusively for Firearms and/or EVOC training. This shift applies to both attendees and instructors of such training. Specialty team training events shall adhere to the listed schedules; unless a different schedule is agreed upon by all affected union members, as well as the Sheriff and/or his/her designee.
- 14.04 Recruit Academy Training. Probationary Deputies attending a law enforcement academy are not eligible for overtime for the academy daily schedule of Monday through Friday, including, but not limited to, time attending academy classes and travel time. If the academy requires attendance on Saturday or Sunday, the deputy will receive overtime for those hours in attendance. This does not preclude overtime assignments authorized by the Sheriff or designee.

ARTICLE XV - AMENDMENT, LIMITATION, DURATION

- 15.01 Amendment. This Agreement may be amended anytime during its life by the mutual consent of the parties. Such amendments to be enforceable must be in writing and attached to at least two copies of this Agreement.
- 15.02 Waiver. 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 shall be restrained by such tribunal, the remainder of this Agreement and appendices shall not be affected thereby.
- 15.03 Duration. This Agreement shall become effective January 1, 2018 and shall remain in full force and effect through December 31, 2019 subject to the provisions of Article XV, Section 15.04.
- 15.04 Re-Opener. Unless either party desires to alter, amend or otherwise change this Agreement upon written notice to the other party no sooner than January 15, 2019, and no later than August 1, 2019 or between the 15th day of June and the 1st day of August in any year thereafter, this Agreement shall be automatically renewed from year to year.

In the event one of the parties desire 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 on the proposed alterations, amendments or other changes.

ARTICLE XVI - DEFINITIONS

- 16.01 The following terms as hereinbefore used in this Agreement have the following meanings:
- A. Department Head means the Sheriff of Rock County.
 - B. Department means the Rock County Sheriff's Office.
 - C. Division means the several divisions within the Office.
 - D. Shifts:
 - 1. The 1st shift shall be from 7:00 a.m. to 3:00 p.m.
 - 2. The 2nd shift shall be from 3:00 pm to 11:00 p.m.
 - 3. The mid-shift shall be from 7:00 p.m. to 3:00 a.m.
 - 4. The 3rd shift shall be from 11:00 p.m. to 7:00 a.m.
 - E. Step "A" through Step "F" means those salary steps listed in Appendix A.
 - F. Immediate Family (See County Personnel Ordinance Section 18.1025).
 - G. Association Committee means the committee of members of the Rock County Deputy Sheriff's Association of 5 persons no more than 3 of which may participate in bargaining while on duty and being paid by the County.

ARTICLE XVII - EXECUTION

17.01

This Agreement has been executed in quintuple; one copy to be filed with the County Clerk's Office, one copy to be filed with the Human Resources Director, one copy to be filed with the Sheriff and two copies to be filed with the Association.

Signed this _____ day of _____, 2018.

FOR THE ASSOCIATION:

FOR THE COUNTY:

Rock County Clerk

**APPENDIX A
WAGE APPENDIX
DEPUTY SHERIFF
1/1/2018-6/30/2018**

CLASSIFICATION	Step	1ST	2ND(1%)	3RD & MID (2%)
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DEPUTY SHERIFF

Hire rate	1/1/2018	A	22.86	23.07	23.32
After 12 months	1/1/2018	B	24.12	24.37	24.58
After 24 months	1/1/2018	C	26.28	26.55	26.81
After 48 months	1/1/2018	D	29.21	29.48	29.79
After 84 months	1/1/2018	E	30.03	30.33	30.64
After 144 months	1/1/2018	F	31.91	32.24	32.53

DETECTIVE

1/1/2018	C	28.46	28.74	29.03
1/1/2018	D	31.40	31.71	32.03
1/1/2018	E	33.15	33.51	33.83
1/1/2018	F	35.07	35.42	35.77

**APPENDIX A
WAGE APPENDIX
DEPUTY SHERIFF
7/1/2018**

CLASSIFICATION	Step	1ST	2ND(1%)	3RD & MID (2%)
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DEPUTY SHERIFF

Hire rate	7/1/2018	A	23.45	23.67	23.92
After 12 months	7/1/2018	B	24.74	25.00	25.21
After 24 months	7/1/2018	C	26.96	27.23	27.50
After 48 months	7/1/2018	D	29.96	30.24	30.56
After 84 months	7/1/2018	E	30.80	31.11	31.43
After 144 months	7/1/2018	F	32.73	33.07	33.37

DETECTIVE

7/1/2018	C	29.19	29.48	29.78
7/1/2018	D	32.21	32.53	32.86
7/1/2018	E	34.01	34.38	34.70
7/1/2018	F	35.97	36.33	36.69

**APPENDIX A
WAGE APPENDIX
DEPUTY SHERIFF
1/1/2019-2/14/2019**

CLASSIFICATION	Step	1ST	2ND(1%)	3RD & MID (2%)
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DEPUTY SHERIFF

Hire rate	1/1/2019	A	23.45	23.67	23.92
After 12 months	1/1/2019	B	24.74	25.00	25.21
After 24 months	1/1/2019	C	26.96	27.23	27.50
After 48 months	1/1/2019	D	29.96	30.24	30.56
After 84 months	1/1/2019	E	30.80	31.11	31.43
After 144 months	1/1/2019	F	32.73	33.07	33.37

DETECTIVE

1/1/2019	C	29.19	29.48	29.78
1/1/2019	D	32.21	32.53	32.86
1/1/2019	E	34.01	34.38	34.70
1/1/2019	F	35.97	36.33	36.69

**APPENDIX A
WAGE APPENDIX
DEPUTY SHERIFF
2/15/2019**

CLASSIFICATION	Step	1ST	2ND(1%)	3RD & MID (2%)
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DEPUTY SHERIFF

Hire rate	2/15/2019	A	23.92	24.14	24.40
After 12 months	2/15/2019	B	25.23	25.50	25.71
After 24 months	2/15/2019	C	27.50	27.77	28.05
After 48 months	2/15/2019	D	30.56	30.84	31.17
After 84 months	2/15/2019	E	31.42	31.73	32.06
After 144 months	2/15/2019	F	33.38	33.73	34.04

DETECTIVE

2/15/2019	C	29.77	30.07	30.38
2/15/2019	D	32.85	33.18	33.52
2/15/2019	E	34.69	35.07	35.39
2/15/2019	F	36.69	37.06	37.42

**APPENDIX B
SCHEDULE OF HEALTH INSURANCE BENEFITS**

2018 Plan Year	
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), Dispensed As Written Requirement (DAW)

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

~2019 Plan Year will be provided when details have been finalized.

APPENDIX C

Schedule of Dental Benefits

2018 Plan Year

	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

~2019 Plan Year will be provided when details have been finalized.

APPENDIX D

Rock County ("Employer") agrees to participate in the Security Benefit Group Healthcare Reimbursement Account (HRA) for Public Sector Labor Association Employees (the Plan) in accordance with the terms and conditions of the Plan's Participation Agreement, a copy of which is attached to this Agreement. The parties hereto designate Security Financial Resources, Inc. to serve as the Plan Administrator for the Plan, or its successors appointed in accordance with the Plan and Trust documents. The Employer agrees to contribute to the Plan on behalf of the following category of employees:

All non-ranking deputies and detectives below the rank of lieutenant, employed by the County in classifications set forth in Appendix A of the collective bargaining agreement, but excluding all other employees in accordance with WERC Case CXXXVI, No. 27879 ME-1994 dated August 28, 1981.

For the term of this Agreement, the Employer shall contribute for each eligible employee the amount of \$25.00 per month into the HRA Medical Expense Reimbursement Account and their gross monthly salaries will be reduced by that amount. Additionally, upon termination, 100 percent of the eligible employee's accumulated sick leave balance that would otherwise have been paid to the eligible employee had the Employer not participated in the Plan shall be deposited into the HRA Insurance Premium Reimbursement Account. In order to minimize the risk of this Plan being found discriminatory under section 105 (h) of the Internal Revenue Code of 1986, as amended ("Code"), the Administrator may request that a contribution amount to a highly compensated eligible employee's account be reduced to the maximum amount contributed on behalf of a non-highly compensated eligible employee. If such a request is made, the reduction amount shall be paid to the employee in the form of wages.

The Employer and Association further agree that for the term of this Agreement, salary or hourly rate of pay, for the sole purpose of computing pensionable wages and overtime rates of pay, shall include the Employer's recurring contributions to the Plan (i.e., not lump sum termination contributions) that would otherwise have been recognized as a pensionable benefit had such amounts not been contributed to the Plan.

The Employer agrees to provide the Security Benefit 457 Deferred Compensation Plan. (Note: this is subject to approval by a separate County Board resolution).

APPENDIX E

GUIDELINES FOR POSTINGS & ASSIGNMENTS

MAINTAIN WORK UNIT STAFFING LEVELS

- 1) Volunteer overtime is offered to Deputy Sheriff's based upon seniority at the Deputy rank.
- 2) Mandatory overtime is ordered by reverse seniority if no volunteers are available.
- 3) Deputy Sheriff Supervisors are not eligible for volunteer overtime or mandated overtime to maintain Deputy Sheriff staffing in a work unit.

SPECIAL EVENT OR EXTRA DUTY POSTINGS

- 1) Overtime anticipated for special events (i.e. 4-H Fair) or extra patrol (Highway Safety Projects and Water Patrol) shall be posted.
- 2) Deputy Sheriff's who sign postings shall be selected on the basis of seniority for each block of overtime offered.
- 3) For unfilled Deputy overtime vacancies, Deputy Sheriff Supervisors will be selected for overtime by rank and seniority .

APPENDIX F

MEMORANDUM OF UNDERSTANDING
BETWEEN
ROCK COUNTY
&
THE ROCK COUNTY DEPUTY SHERIFF'S ASSOCIATION

The parties do hereby agree that for the term of this Agreement, expiring on December 31, 2012, in addition to the provisions of Article 9.04(B), Deputies will be allowed to retire and participate in the County health insurance plan under the following conditions:

1. The Deputy must have at least fifteen (15) years of continuous service with the Rock County Sheriff's Department.
2. The Deputy must be age fifty (50) to fifty-three (53).
3. The Deputy does not have adequate funds available in his/her PEHP account to pay for health insurance premiums until the age of fifty-three (53).
4. The Deputy must pay the annual premium cost yearly in advance to age fifty-three (53) based upon the known premium at the time of retirement. There will be an annual adjustment and payment by the Deputy or County to reflect changes in the actual premium amount.

APPENDIX G

MEMORANDUM OF UNDERSTANDING
BETWEEN

ROCK COUNTY
&
ROCK COUNTY DEPUTY SHERIFF'S ASSOCIATION

Canine Handler

The County of Rock and the Rock County Deputy Sheriff's Association agree to the following terms to compensate deputies that are full-time canine handlers:

1. The regular workday for canine handlers will consist of seven and one-quarter hours. The handler will be compensated for eight hours of work – the additional three quarters hour of pay is compensation to the canine handler for home care of their canine. Care is defined as time spent at the canine handler's home while off-duty, feeding, grooming, yard and kennel cleaning, and exercising the canine. Care does not include police canine training, as training time will normally be provided during the canine handler's regular duty hours.
2. The canine handler shall receive three-quarters of an hour of benefit time to be taken as straight pay if caring for the canine on non-work days or on a benefit day off.
3. If the canine handler kennels his/her assigned dog at County expense, he or she will not have his/her workday schedule reduced by the three-quarters of an hour, nor will he/she be compensated for the care of the dog.
4. The canine handler will receive full benefits (as provided by contract) during the three-quarter hour of time per day they are caring for their canine away from the Sheriff's Office (including workman's compensation).
5. The canine handler's shift will still begin with briefing, and the canine handler will report one-half hour prior to commencement of their shift as per contract. Any law enforcement-related work conducted after the canine handler's scheduled seven and one-quarter hour shift will be compensated at the rate of time and one-half.
6. The handler will be provided with an appropriately equipped vehicle that is personally assigned to the handler, and that the handler may take home. The vehicle shall not be used for personal use.
7. All costs associated with maintaining the Canine Unit, including equipment (e.g. outdoor pen/kennel, grooming supplies, etc.), food, veterinary costs, kennel costs, certification, licensing, and training shall not be borne by the canine handler. The Sheriff or his designee must approve all non-routine expenses – including veterinary costs – in advance. The final decision to make any expenditure – including veterinary costs – will be made by the Sheriff or his designee.
8. The canine is property of the County of Rock. The County of Rock will carry proper insurance coverage and indemnify the canine handler from liability resulting from the proper performance of job duties.

9. The Sheriff or his designee shall determine the appropriate training related to the canine handler and canine. The Sheriff, in his sole discretion, reserves the right to remove the handler or the canine from the assignment due to unsatisfactory performance.
10. The canine handler will not receive compensation for commuting to work for regular duty hours, nor for carrying a Sheriff's Office telephone or pager. On-call status is not in effect for any canine handler. When canine handlers are called-in for duty during their off-duty hours, they will be compensated at time and one half starting with travel time to the call location and will receive a minimum of two (2) hours of pay at said overtime rate. Upon completion of all duties related to the call out, including travel time back to the Sheriff's Office or residence (whichever is shorter) from a mutual aid call, compensation is ended.
11. Canine handler call-ins should be made on a rotating basis between handlers, when practicable, depending upon availability and/or specialized canine training.
12. The Sheriff or his designee reserves the right to determine the shift assignment of the canine handler. The shift structure and hours shall be that established in the Collective Bargaining Agreement. Changes in normal shift start time can be made upon mutual agreement between the canine handler and the Sheriff or his designee.
13. Selection of canine handlers will be based on a posted selection process determined by the Sheriff.
14. If there is more than one canine handler they will select their shift and day-off rotation on the basis of seniority within the Canine Unit. Shifts and day-off rotations available for selection by canine handlers will be determined by the Sheriff or his designee.
15. Canine handlers may occasionally need to perform non-law enforcement, work-related duties (such as veterinary visits) outside of their regular work hours. Canine handlers will participate in one four-hour training block per month with other handlers or canine helpers, under the direction of the Canine Unit Supervisor. Canine handlers may accrue earned compensatory time off, on an hour-for-hour basis to perform these tasks and the monthly training.
16. Employees selected to be canine handlers must make a 5-year commitment with the understanding that the actual length of the assignment may be influenced by the service life of the dog. No assignment will extend beyond the five years, unless mutually agreed upon by the handler and the Sheriff's Office.
17. The canine handler will be required to be a resident of Rock County.
18. As per Standard Operating Procedure 5.125(IV)(A)(2), selection as a canine handler will be considered an assignment and will not impede any officer's future opportunities for promotion.
19. When the canine is retired (at the end of its effective working life, as determined by the Sheriff or his designee) the County must offer the canine to its handler for \$1. If an officer ceases to be a canine handler (voluntarily or otherwise) during the effective life of the canine, the Sheriff or his designee will determine the disposition of the canine.
20. All other terms and conditions of the labor agreement shall apply.
21. The Rock County Deputy Sheriff's Association (RCDSA) and employees assigned as canine handlers agree that this Memorandum of Understanding is reasonable, is the result of good

faith negotiations, represents a fair and adequate compensation for the amount of off-duty and on-duty time spent in the care of the dogs. The parties acknowledge that the FLSA, which governs the entitlement to compensation for canine duties, entitles the parties to agree to a reasonable number of hours per month for the performance of off duty canine duties. The hours derived at in this agreement were determined after an actual inquiry of deputies previously assigned as canine handlers. It is the intent of the parties through the provisions of this section to comply with the requirements of the FLSA. In addition, both parties believe that this section of the MOU does comply with the requirements of the FLSA.

22. If, during the term of the MOU, the parties should mutually agree to modify, amend, or alter the provisions of this MOU in any respect, any such change shall be effective only if and when reduced to writing and executed by the authorized representatives of the parties in the same manner as the MOU or as part of an amendment to the Collective Bargaining Agreement.
23. The parties agree this Memorandum of Understanding is effective from this date herein forward and applies to all future canine handlers and canine care activities. This Memorandum of Understanding will expire when and if language pertaining to the canine unit is incorporated into the permanent labor agreement through the contract negotiation process.

Dated this 27th day of August, 2009

ROCK COUNTY DEPUTY SHERIFF'S ASSOC.

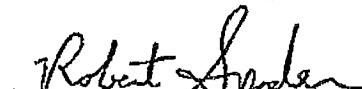


Greg Niles, President

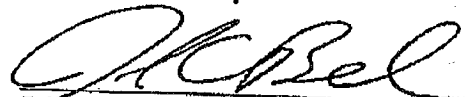


Patrick Garvin, Treasurer

COUNTY OF ROCK



Robert Spoden, Sheriff



John Becker,
Human Resources Director

APPENDIX H
MEMORANDUM OF UNDERSTANDING
BETWEEN
ROCK COUNTY
&
ROCK COUNTY DEPUTY SHERIFF'S ASSOCIATION
Recreational Safety Deputy Position

The County of Rock and the Rock County Deputy Sheriffs Association agree to the following working terms for a deputies assigned to fill the Recreational Safety Deputy positions:

- 1) The assigned deputies shall be exempted from the standard scheduling practices in 8.02 (B) of the contract and will be assigned as follows:
 - During the off-peak period of Labor Day to Memorial Day, the hours for this position will be Monday thru Friday, 7:00am-3:00pm. However, if there is a weekend event or other scheduled recreational safety related duties, this position may need to work an adjusted schedule, Every attempt will be made to give the employee as much notice as possible about the change in schedule,
 - During the peak period of Memorial Day to Labor Day, the hours of this position will be, 11:00am-7:00pm, 8 hours a day, 5 days a week, which will include Friday, Saturday and Sunday. However, if there is a special event or other scheduled recreational safety related duties, this position may need to work an adjusted schedule. It is understood, that the employee will receive at least one scheduled weekend off per month.
- 2) Overtime for this position shall receive time and one-half (1 ½) for all hours worked in excess of eight hours per day and forty (40) per week. All other terms and conditions of 8.03 in the labor agreement shall apply. Benefit time will be calculated on an hour for hour basis
- 3) Recreational Safety overtime assignments will be awarded based on seniority within the team, however, preference will be given to allow one of the fulltime Recreational Deputies the opportunity to work the assignment, when possible, to help ensure safe and proper operation of all equipment.
- 4) Recreational Deputy Call-ins should be made on a rotating basis between Deputies, when practicable, depending on availability and/or specialized training. Deputies who report to work shall be compensated on a minimum of two (2) hours of pay at said overtime rate.
- 5) The Recreational Safety Deputies shall be provided with an appropriately equipped vehicle that is personally assigned to the unit.
- 6) Selection of Recreational Safety Deputies will be based on a posted selection process determined by the Sheriff.

7) Deputies assigned to this position shall receive second shift premium.

8) All other terms and conditions of the labor agreement shall apply.

9) If during the term of the MOU, the parties should mutually agree to modify, amend, or alter the provisions of this MOU in any respect, any such change shall be effective only if and when reduced to writing and executed by the authorized representatives of the parties in the same manner as the MOU or as part of the amendment to the Collective Bargaining Agreement.

10) The parties agree this Memorandum of Understanding is effective from this date herein forward and applies to all future Recreational Safety Deputies. This Memorandum of Understanding will expire when and if language pertaining to the Recreational Safety Deputy is incorporated into the permanent labor agreement through the contract negotiation process.

Dated this _____ day of _____, 2018

ROCK COUNTY DEPUTY

COUNTY OF ROCK

SHERIFFS ASSOC.

Luke DuCharme, President

Robert Spoden, Sheriff

Luann Alme, WPPA Business Agent

Annette Mikula, HR Director

APPENDIX I
MEMORANDUM OF UNDERSTANDING
BETWEEN
ROCK COUNTY
&
ROCK COUNTY DEPUTY SHERIFF'S ASSOCIATION

Retiree Firearm Qualification

The County of Rock and the Rock County Deputy Sheriff's Association agree to the following terms for a retired deputy:

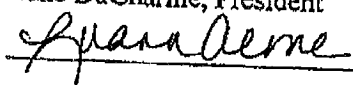
- 1) The County agrees to allow retirees who shoot and qualify with the Sheriff's retiree ID card to do so free of charge provided they shoot their own weapons and provide their own ammunition.

Dated this 10th day of June, 2015

Rock County Deputy Sheriff's Association



Luke DuCharme, President



Luann Alme, WPPA Business Agent

County of Rock



Robert Spoden, Sheriff



Amy Spoden, Acting HR Director

APPENDIX J
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF ROCK AND
THE ROCK COUNTY DEPUTY SHERIFF'S ASSOCIATION
SPECIAL EVENTS DEPUTY

The County of Rock and the Rock County Deputy Sheriff's Association agree to the following for the creation of a special event deputy sheriff position:

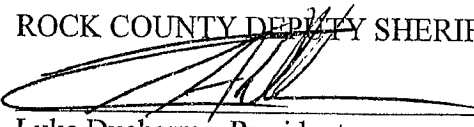
The special event deputy sheriff position will primarily be responsible for providing traffic control at special events, 4-H Fair security, mental health transports, providing detention and courtroom services, hospital guard duty and other related supported law enforcement activities as assigned by the Sheriff's Office. Special Events Deputy Sheriff's will be utilized only in lieu of mandating a deputy for overtime.

The number of special event deputies will not exceed more than 12 at any given time. The special event deputy must legally be able to carry a firearm. Rock County will assist the special event deputy in obtaining their certification with the Wisconsin Law Enforcement Standards Board and the required 24-hours in-service training to maintain such certification. The special event deputy will be limited to working not more than 20 hours per week.

This Memorandum of Understanding will have a sunset clause of December 31, 2017 and will be reviewed by the parties at that time to decide if the special event deputy sheriff position will continue to be utilized.

Dated: _____, 2015.

ROCK COUNTY DEPUTY SHERIFF'S ASSOCIATION



Luke Ducharme, President

Luann Alme, WPPA
Luann Alme, WPPA Business Agent

COUNTY OF ROCK

Sheriff Robert Spoden
Sheriff Robert Spoden

Annette Mikula
Annette Mikula, HR Director

APPENDIX K
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF ROCK AND
THE ROCK COUNTY DEPUTY SHERIFF'S ASSOCIATION
Holiday/Floating Holiday Payout

The County of Rock and the Rock County Deputy Sheriff's Association agree to the following regarding the payout of holiday hours and floating holiday hours for those employees hired before May 1, 1998:

Employees hired prior to May 1, 1998 do not currently have the number of accumulated holiday hours capped, or require mandatory payouts prior to separation.

The County and the Association wish to allow employees to request a payout of banked holiday and floating holiday hours. The employee must provide two weeks written notice to the Sheriff's Office and the Human Resources Department prior to the requested payment date. The hours will be paid through normal payroll and will not be paid on a separate check.

Dated: December 12, 2017.

ROCK COUNTY DEPUTY SHERIFF'S ASSOCIATION

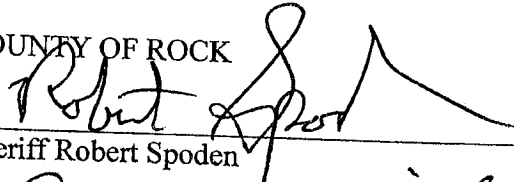


Luke Ducharme, President

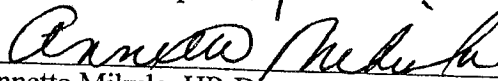


Luann Alme, WPPA Business Agent

COUNTY OF ROCK



Sheriff Robert Spoden



Annette Mikula, HR Director

RESOLUTION NO. _____

AGENDA NO. _____

**RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS**

COUNTY BOARD STAFF
COMMITTEE
INITIATED BY _____



RICHARD GREENLEE
DRAFTED BY _____

JANUARY 25, 2018
DATE DRAFTED _____

COUNTY BOARD STAFF
COMMITTEE
SUBMITTED BY _____

**RESOLUTION EXTENDING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY
OF BELOIT, THE COUNTY OF ROCK AND THE HO-CHUNK NATION**

1 WHEREAS, the City of Beloit ("City"), County of Rock ("County") and the Ho-Chunk Nation
2 ("Nation") had previously in March, 2012 entered into an Intergovernmental Agreement ("IGA")
3 relating to the construction and operation of a Class III Gaming Facility on property owned by the
4 Nation in the City of Beloit; and

5
6 WHEREAS, the Intergovernmental Agreement indicated that it would automatically expire
7 three (3) years from the execution if Trust approval date had not yet occurred unless the parties agreed
8 otherwise in writing; and

9
10 WHEREAS, the Intergovernmental Agreement was extended for a three (3) year period by
11 agreement of the parties in March 2015, setting forth a new expiration date of March 26, 2018; and

12
13 WHEREAS, the Nation has submitted a Federal Trust Application, including the IGA, for
14 approval to the United States Secretary of the Interior ("Secretary") and a land to trust decision has yet
15 to occur; and

16
17 WHEREAS, the continued support of host local governments is important to secure the
18 Secretary's approval of the Federal Trust Application and to the ultimate success of the Beloit Class III
19 Gaming Facility; and

20
21 WHEREAS, the County recognizes that said Class III Gaming Facility will be beneficial to the
22 City, the County, area residents, and to the Nation and its members by, in part, providing employment
23 opportunities and promoting economic development in the region; and

24
25 WHEREAS, the Nation has ownership of the site, and said site is specified in the IGA and is
26 included in their Federal Trust Application; and

27
28 WHEREAS, the Nation has entered into a Gaming Compact with the State of Wisconsin, which
29 provides for an additional Class III Gaming site; and

30
31 WHEREAS, said Gaming Compact in Article XXVII B requires that a resolution of support
32 authorizing Class III Gaming be delivered to the Governor by the city and the county where such site is
33 to be located.

34
35 NOW, THEREFORE, BE IT RESOLVED by the Rock County Board of Supervisors, in
36 session this ____ day of _____, 2018, that they extend the current IGA between the City,
37 the County and the Nation for an additional three (3) year period.

38
39 BE IT FURTHER RESOLVED that the County hereby continues to authorize Class III Gaming
40 consistent with the IGA and also authorizes the delivery of this resolution of support to the Governor of
41 the State of Wisconsin.

42

RESOLUTION EXTENDING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF БЕЛОIT, THE COUNTY OF ROCK AND
THE HO-CHUNK NATION

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42 BE IT FURTHER RESOLVED that the County Board Chair and County Clerk be authorized to
43 execute the amendment/extension of the IGA on behalf of the County of Rock.

Respectfully submitted:

COUNTY BOARD STAFF COMMITTEE

J. Russell Podzilni, Chair

Sandra Kraft, Vice Chair

Eva Arnold

Hank Brill

Betty Jo Bussie

Mary Mawhinney

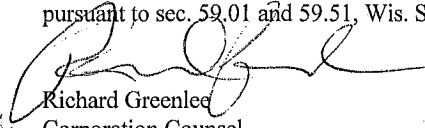
Louis Peer

Alan Sweeney

Terry Thomas

LEGAL NOTE:

The County Board is authorized to take this action pursuant to sec. 59.01 and 59.51, Wis. Stats.


Richard Greenlee
Corporation Counsel

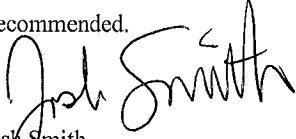
FISCAL NOTE:

This agreement requires the County to provide usual and customary services to the proposed casino. These costs cannot be measured at this time. It also provides for the Ho-Chunk Nation to make payments equaling 2% of the net win to the City of Beloit, of which the County would receive 30%. These payments would be in lieu of property taxes. The financial impact is unknown at this time.


Sherry Oja
Finance Director

ADMINISTRATIVE NOTE:

Recommended.


Josh Smith
County Administrator

EXECUTIVE SUMMARY

This resolution extends the Intergovernmental Agreement between the City of Beloit, the County of Rock and the Ho-Chunk Nation. It relates to the construction and operation of a Class III gaming facility on property currently owned by the Ho-Chunk Nation in the City of Beloit. The previous IGA is set to expire at its three-year deadline. This resolution is to amend the existing IGA for an additional three-year period of time. The continued support of the County is important to help secure the Secretary of the Interior's approval of the Federal Trust Application. The County recognizes that such a facility would be beneficial to area residents by providing employment opportunities and promoting economic development. The amendment of the IGA would continue to provide that the Ho-Chunk Nation would make payments equaling 2% of the net win proceeds to the City of Beloit, of which the County would receive 30%.

SECOND AMENDMENT OF INTERGOVERNMENTAL AGREEMENT

THIS SECOND AMENDMENT TO INTERGOVERNMENTAL AGREEMENT ("Second Amendment") is effective on January 29, 2018 ("Second Amendment Effective Date") by and between the HO-CHUNK NATION, a federally recognized Indian Tribe organized under Section 16 of the Indian Reorganization Act (the "Nation"), the CITY OF BELOIT, a municipal corporation organized under the laws of the state of Wisconsin (the "City"), and the COUNTY OF ROCK (the "County"), a municipal corporation organized under the laws of the state of Wisconsin. The Nation, City and County are each a "Party" and are collectively the "Parties."

The Parties entered into that certain Intergovernmental Agreement with an Execution Date of March 26, 2012 (the "Original IGA"). The Parties amended the IGA pursuant to that certain First Amendment of Intergovernmental Agreement with an effective date of March 1, 2015 ("First Amendment"). The Original IGA, as amended by the First Amendment, is the "IGA." The Parties wish to amend Section 4.3 of the IGA to extend the date of automatic expiration from March 26, 2018 to March 26, 2021.

The Parties further agree as follows:

1. Defined Terms. Any capitalized term used but not defined in this Second Amendment has the meaning given it in the IGA.

2. Automatic Expiration Extension. Section 4.3 of the First Amendment is hereby deleted in its entirety and replaced with the following:

Section 4.3. **Automatic Expiration.** Unless the Parties agree otherwise in writing, this IGA automatically expires and becomes null and void on March 26, 2021 if the Trust Approval Date has not then occurred. However, if the Trust Approval Date has occurred on or before March 26, 2021, then this Section 4.3 shall be deemed deleted from this IGA.

3. Full Force and Effect. Except as modified by this Second Amendment, the IGA and all of its terms and conditions are in full force and effect.

4. Counterparts. This Second Amendment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one agreement. Original signatures sent by facsimile or by electronic mail shall be accepted as originals and shall be binding upon the Parties.

(Signatures on following pages)

IN WITNESS WHEREOF, the Parties have entered into this Second Amendment as of the Second Amendment Effective Date.

ATTEST:

CITY OF BELOIT, WISCONSIN

By: _____
Lori Stottler, City Clerk-Treasurer

By: _____
Lori Curtis Luther, City Manager

Approved as to Form:

By: _____
Elizabeth A. Krueger, City Attorney

I hereby certify that there are sufficient funds available to pay the liability incurred by the City of Beloit, if any, pursuant to this First Amendment.

By: _____
Eric Miller, Finance & Administrative Services Director

ATTEST:

COUNTY OF ROCK, WISCONSIN

By: _____
Lisa Tollefson, County Clerk

By: _____
J. Russell Podzilni, County Board Chair

ATTEST:

HO-CHUNK NATION

By: _____
Tribal Secretary

By: _____
Douglas Greengrass, Vice President

Overtime for Unilateral Employees.

Comp time used will not be considered as hours worked for the purpose of computing overtime.

- (A) Unilateral A employees are eligible for overtime compensation on a time and one-half basis over forty hours per week.

Employees may be paid in compensatory time off or in cash payment upon the request of the employee and subject to appropriate federal laws, budgetary and work scheduling limitations and approval of the Department Head.

- (B) Unilateral B Employees (those employees in the following job classifications) shall be eligible for overtime compensation on a straight time basis over forty hours per week.

Employees may be paid in compensatory time off or in cash payment upon the request of the employee and subject to appropriate federal laws, budgetary and work scheduling limitations and the approval of the Department Head:

Assistant to the Information Technology Director
Communications Center Shift Supervisor
Computer Programmer/Analyst I
Computer Programmer/Analyst II
GEO Application Specialist
Materials & Environmental Services Manager
Mobility Manager
Network Support Administrator
Network Technician
Office Manager
Payroll Coordinator/Manager
Planner I
Planner II
Planner III
Public Safety Systems Manager
Public Works Accounting Supervisor
Public Works Superintendent
Sanitarian I

Senior Conservation Specialist
Shop Superintendent
Victim/Witness Coordinator
Victim/Witness Specialist

(C) Unilateral C employees, shall not be eligible for overtime. The only exceptions would be:

- (1) in the case of an employment services agreement, which contained such a provision; and
- (2) employees in the following job classifications who are eligible for overtime compensation on a time and one-half basis over forty hours per week:

Assistant Food Service Manager
Food Services Manager
Nursing Supervisor
Admission Nurse
YSC Supervisor

Full-time, FLSA exempt (salaried), employees classified as "Unilateral C" shall exercise discretion over the methods and manners in which they effectively utilize work time. Exempt employees are expected to average not less than forty (40) hours of work per week. They may be required to attend regular or special meetings, or events, to perform other services outside of regular working hours. In return for these services, these employees may take time off when the workload of the office permits. It is not the intent of this provision to allow time off on an hour for hour basis, which means that "Unilateral C" employees shall take no more than eight (8) hours off per calendar week for hours worked in excess of forty (40) hours, without approval of their supervisor.

All employees shall keep accurate accounts of all hours worked, on time sheets promulgated by the County.

Flex time may be used contiguous to any other paid benefit time (vacation, sick leave, holiday, etc.).

Flex time is intended to allow some flexibility in work schedules. It is not intended to be an hour-for-hour exchange. Under no circumstances will compensation be paid for any additional time upon separation, termination, resignation or any other departure for any exempt salaried employee.

Any violations or abuse of this Policy shall be reported to the Human Resources Director for appropriate disciplinary action, up to and including termination.

- (D) The accumulation of compensatory time off for unilateral employees shall not exceed eighty hours. Compensatory time must be taken in the calendar year in which it was generated or it will be paid out on the last paycheck of the calendar year.
- (E) Overtime for unilateral employees shall be approved in advance by a Department Head or supervisor and reviewed periodically by the Human Resources Director. Overtime shall be kept to a minimum and shall be utilized to relieve specific occasional peak workloads or emergencies.
- (F) Overtime for unilateral employees shall be scheduled as fairly and equally as practicable among employees based on their qualifications to perform the job.
- (G) Unilateral Employees in the classifications of Human Services Supervisors I and II assigned after-hours on-call responsibility for Child Protective Services or Mental Health Services oversight shall receive one hour of pay or compensatory time for each weekday and two hours for each 24-hour period for weekend coverage. For purposes of this section, "weekend coverage" shall include Friday, Saturday, and/or Sunday.
- (H) The Communication Center Operations Manager and the Information Technology employee who is on-call for the Communication Center shall receive four hours of pay for each week of on-call coverage.
- (I) Unilateral Employees in the classification of Nursing Supervisor shall be eligible for overtime compensation on a time and one-half basis over eight (8) hours per day, forty (40) hours per week in compensatory time off, or in cash payment upon the request of the employee and subject to appropriate federal laws, budgetary and work scheduling limitations and approval of the Department Head.
- (J) Employees in the Public Works Department in the classifications of Storekeeper, Public Works Superintendent, Shop Superintendent, and Assistant Public Works Director who is on call for Public Works shall receive four hours of pay for each week of on-call coverage.
- (K) A Council on Aging employee whose job requires the ability to be reached after hours for the transportation program will follow the procedure listed below:
 - a. After hours are designated as:
 - Monday, thru Friday 6:00 am to start of shift and end of shift to 6:30pm
 - Saturday 8:45am-6:30pm
 - b. Compensation for on-call hours will be paid as follows:
 - 1. The on call worker is compensated at a rate of \$3.50 per hour while on call.
 - 2. ~~The on call worker is compensated at straight time for the actual time worked on a response until they have worked eight (8) hours per day, or forty (40) hours in a~~

~~week. Overtime hours will be compensated at a rate of time and one-half their hourly wage.~~

The following language only applies to employees who are in job classes that were covered by the following collective bargaining agreements on December 31, 2011:

The following are exceptions to the County Ordinance, which provides for overtime compensation on a time and a one-half basis over forty hours per week. Comp time used will not be considered as hours worked for the purpose of computing overtime.

If an employee and the employer agree to a flexible schedule within a two (2) week payroll period, which causes the employee to work in excess of eight (8) hours per day or forty (40) hours per week, the overtime provision does not apply until over eighty (80) hours in a two (2) week payroll period.

(AFSCME 1077)

(Public Works) Employees shall be expected to respond to a call and report to work outside their respective regular and normal schedule of daily work hours. When an Employee is off duty and directed to report to work outside of his/her regular and normal schedule of daily work hours, he/she shall receive time and one-half of his/her hourly rate of pay for all hours actually worked, provided that in the event he/she works less than two hours, he/she shall, nevertheless receive time and one-half his/her hourly rate of pay for a two hour period of time; further provided, that the aforesaid two hour minimum call-in provision of this section shall apply only if the Employee called into work is sent home prior to the commencement of his/her next regular and normal schedule of daily work hours, in which event the hours actually worked as a result of such call-in shall not be considered a part of the regular and normal schedule of daily work hours.

Any airport Employee required by management to carry a pager during non-work hours will be compensated at the rate of \$75.00 per week for each week that the Employee carries the pager.

(Facilities Management) Each regular full-time Employee shall receive time and one-half of his/her hourly wage rate for all hours worked in excess of eight hours per day, or forty hours per week. In the event an Employee is off duty and called in to work in excess of eight hours per day, he/she shall be paid a minimum of time and one-half for two hours.

Employees shall be expected to respond to a call to work outside their respective regular and normal schedule of daily work hours. When an Employee is off duty and directed to report to work outside of his/her regular and normal schedule of daily work hours, he/she shall receive time and one-half of his/her hourly rate of pay for all hours actually worked, provided that in the event he/she work less than two hours, he/she shall, nevertheless receive time and one-half his/her hourly rate of pay for a two-hour period of time; further provided, that the aforesaid two-hour minimum call-in provision of this section shall apply only if the Employee called into work is sent home prior to the commencement of his/her next regular and normal schedule of daily work hours, in which event the hours actually worked as a result of such call-in shall not be considered a part of the regular and normal schedule of daily work hours.

Any Maintenance Staff at the Youth Services Center, Rock Haven, or the Jail that is required by management to carry a pager during non-work hours will be compensated at the rate of \$75.00 per week for each week that the Employee carries the pager.

(AFSCME 2489)

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

In order to accommodate Family Skills Specialists and Family Service Coordinators, who sometimes work past 5:00 pm in order to meet the needs of the clients they serve, full-time employees shall have some flexibility in scheduling and receiving time and one-half their hourly wage or time and one-half compensatory time off for all hours worked in excess of forty hours per week.

(AMHS RH)

- 14.01 (E) Registered Nurses volunteering to pick up open shifts and/or volunteer to work on short notice as a result of call-offs, shall receive one and one-half times the regular rate of pay for such duty.

14.03 Overtime Pay.

1. All hours worked in excess of forty hours per week by regular full-time employees of the Social Work Division shall be compensated at the rate of time and one-half the regular rate of pay, or time and one-half compensatory time, at the option of the employee.
2. All hours worked in excess of eight hours per day, or forty hours per week, by members of the Nurses Division shall be compensated at the rate of time and one-half the regular rate of pay.

The only exception would be those Nurses assigned to the night shift who will receive overtime after 8 hours in a day and 80 hours in a pay period.

Overtime pay may be taken in cash or time and one-half compensatory time off, at the option of the employee.

(AFSCME 1258)

C. Overtime and Comp Time: Time and one-half shall be paid for all time worked over eight hours per day and forty hours per week. The only exception would be those Full Time

Employees assigned to the night shift who will receive overtime after 8 hours in a day and 80 hours in a pay period.

Employees will be permitted to accumulate up to eighty hours of compensatory time. Employees may, with the Department Head's approval, elect to take compensatory time off. An employee may use compensatory time on weekend shifts, but only when they arrange for their own replacement to cover their shift at straight-time wages (except for the four hours of overtime that naturally occur in a regular twelve-hour shift). Up to forty (40) hours of unused compensatory time will be carried over into the following year. Each year, as of December 31, accumulated compensatory time in excess of forty (40) hours will be paid.

In order to accommodate non-crisis Psychiatric Technicians within the Human Services Department who sometimes work past 5:00 pm in order to meet the needs of the clients they serve, full-time employees shall have some flexibility in scheduling and receiving time and one-half their hourly wage or time and one-half compensatory time off for all hours worked in excess of forty hours per week.

(SEIU NURSES)

Section B. Overtime. The Employer shall have the right to require reasonable overtime work in the Rock County Health Department from all employees governed by this labor agreement, if the Employer is unable to find volunteers to work overtime. Each employee shall have the right of refusal on three occasions where a request for overtime work has been made by the Assistant Director. Occasions where the most senior employees refuse such overtime work consistent with this provision, the least senior employee of the unit shall be required to perform the overtime work. Refusals shall not apply to required evening and weekend meetings.

All time worked in excess of forty (40) hours per week shall be paid at the rate of one and one-half times the employee's regular salary. When the employee is required to attend an evening or weekend meeting, this shall be considered overtime. Overtime compensation shall be paid in cash or compensatory time off at the rate of time and one-half as the employee may elect, with the approval of the Assistant Director. Employees shall be permitted to accumulate up to forty (40) hours of compensatory time in a "comp time bank". Each year, as of December 31, accumulated compensatory time in excess of twenty (20) hours will be paid on the next pay period.

Section C. An employee required by management to carry a pager shall be compensated at the rate of two dollars and fifty cents (\$2.50) per hour. If the employee is required to report to work while carrying a pager, the employee will be paid the greater of two (2) hours pay paid at time and one-half or pay for time actually worked paid at time and one-half. The employee shall also be reimbursed for mileage which is in excess of the distance which she/he travels from his/her residence to the Rock County Public Health Department at the mileage rate specified by the Internal Revenue Service. The two hour minimum pay provision shall apply only if the employee called into work is sent home prior to the commencement of his/her next regular schedule of daily work hours. Any employee will be required to carry a pager only in the event of an emergent public health need.

(YSC)

Employees working 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 sixty (60) hours in a calendar year, for any hours worked over eight and one half (8 ½) in one day or any hours worked outside of their normal 5/2 – 5/3 work schedule.

Please see Policy 5.04: Compensatory Time, for information regarding the use of comp time.

(AMHS HSD)

14.03. Overtime Pay.

1. For employees working an eight (8) hour day, all hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be compensated at the rate of time and one-half the regular rate of pay, or time and one-half compensatory time, at the option of the employee.

For employees working a ten (10) hour day schedule, all hours worked in excess of ten (10) hours per day or forty (40) hours per week shall be compensated at the rate of time and one-half the regular rate of pay, or time and one-half compensatory time, at the option of the employee.

2. In order to accommodate the specified needs of an HSD client, or insure the fidelity of a treatment model for an HSD client and stay in compliance with state statutes with respect to the care, treatment or supervision of HSD clients, or as a means to prevent the removal of an adult, child or youth from the community, staff may sometimes need to report to work before or stay after their normally scheduled work hours.

If an employee and the employer agree to a flexible schedule within a two (2) week payroll period, which causes the employee to work in excess of eight (8) hours per day, the eight (8) hour overtime provision does not apply.

3. An employee who is designated for after-hours coverage is not eligible for time and one-half until the end of his/her regularly scheduled shift.

Child Protective Services Division

After-hours procedures for those employees whose job duties require carrying an after hours cell phone are generally as follows:

After hours are designated as:

Monday, 5:00 pm to Tuesday, 8:00 am

(15 hrs.)

Tuesday, 5:00 pm to Wednesday, 8:00 am	(15 hrs.)
Wednesday, 5:00 pm to Thursday, 8:00 am	(15 hrs.)
Thursday, 5:00 pm to Friday, 8:00 am	(15 hrs.)
Fri. 5 p.m.-Sat. 8 a.m.	(15 hrs.)
Sat. 8 a.m.-Sat. 5 p.m.	(9 hrs)
Sat. 5 p.m.-Sun. 8 a.m.	(15 hrs)
Sun. 8 a.m.-Sun. 5 p.m.	(9 hrs)
Sunday, 5:00 pm to Monday, 8:00 am	(15 hrs.)

The County will provide the designated after-hours cell phones to employees on call during after-hours.

An initial after-hours schedule will be established covering a minimum three (3) month period of time. Using seniority, employees within the Division who have been designated by the County as trained may sign up for after-hours duty on a daily or weekly basis for after-hours shifts during the scheduled period. The maximum number of days scheduled in succession will not exceed seven (7) days. For those trained employees who sign up for and keep at least one shift, will be exempt from being mandated to an assigned after-hours shift. If no employee signs up for a shift, employees who have not signed up and fulfilled a shift will be assigned on a rotating basis starting with the least senior qualified trained employee.

Employees who have the qualifications and training may be designated to respond to after-hours duties during their off hours will be paid at the applicable overtime rate.

Each documented Afterhours Access report involving a separate family will be compensated at a one hour minimum. Actual time over the hour will be compensated at time and one-half. Compensation for phone calls on currently open cases will be handled in the same manner.

A back-up pool of qualified and trained employees will be established to provide coverage if the employee scheduled is unavailable.

When an employee is off duty and directed to report to work by a supervisor outside of his/her normal schedule he/she will receive time and one-half of his/her hourly rate of pay for all hours actually worked. The two-hour minimum call-in provision may apply only if the employee called into work is sent home prior to the commencement of his/her next regular and normal schedule of daily work hours.

If an employee receives an off-duty phone call and performs services for the County without leaving home, the employee will receive time and one-half of his/her hourly rate of pay for all hours actually worked

In addition to the normal scheduled work hours, employees will be paid \$3.50 per hour for hours they are on call. Employees will be paid \$5.75 per hour for hours they are on-call on holidays. No employee will be required to take after hours duty for both Thanksgiving and Christmas holidays in the same year or for the same of those holidays in successive years.

Crisis Intervention

If a part-time employee is called in to cover a vacant shift, the employee shall be paid at a straight time rate until they reach eight (8) hours in a day. If he/she receives less than four hours advance notice of such assignment, he/she shall receive one and one-half his/her regular pay for their entire shift.

Compensation for on-call hours will be paid as follows:

- a. The on call Crisis worker is compensated at a rate of \$3.50 per hour while on call.
- b. The on call worker is compensated at a rate \$5.75 per hour on holidays while on call.
- c. The on call worker is compensated at straight time for the actual time worked on a documented call/response until they have worked eight (8) hours per day, or forty (40) hours in a week. Overtime hours will be compensated at a rate of time and one-half their hourly wage.