WISCONSIN PROFESSIONAL POLICE ASSOCIATION CONTRACT

2008 – 2009 – 2010

COUNTY OF WAUKESHA
WAUKESHA, WISCONSIN

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AGREEMENT

This Agreement, made and entered into at the City of Waukesha, Wisconsin, by and between the County of Waukesha, a municipal corporation, as municipal employer, and representatives of certain employees who are employed by the County of Waukesha in the Sheriff's Department.

It is the intent that the following Agreement shall be an implementation of the provisions of Section 111.70J of the Wisconsin Statutes, consistent with that legislative authority which devolves upon the County of Waukesha, the statues and, insofar as applicable, the rules and regulations regulating to or promulgated by the Civil Service Ordinance.

Both of the parties to this Agreement are desirous of improving employee efficiency and quality of service to the County and the public and are desirous of reaching an understanding with respect to the employer/employee relationship which exists between them and to enter into an Agreement covering rates of pay, hours of work, and conditions of employment.

ARTICLE I

1.01 Management Rights Except as otherwise specifically provided herein, the management of the County of Waukesha and the direction of the work force including but not limited to the right to hire, the right to promote, the right to decide job qualifications for hiring, the right to lay off for lack of work or funds, the right to abolish and/or create positions, the right to make reasonable rules and regulations governing conduct and safety, and the right to determine schedules of work shall be vested in management. Management in exercising these functions will not discriminate against any employee because of his/her representation by the Union.

1.02 Recognition The municipal employer recognizes the Wisconsin Professional Police Association as the exclusive bargaining representative of all law enforcement personnel who have the power to make arrests, but excluding the Sheriff, Inspector, Deputy Inspector, Captain, Lieutenants of the Sheriff's Department who have chosen the Association to represent them for the purposes of negotiating in relation to wages, hours, and conditions of employment.

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

1.04 Settlement of Disputes The parties and employees covered by this Agreement recognize their respective duties to refrain from all strikes or lockouts.

The County and the Union and its officers, agents, members, and employees agree there shall be no collective, concerted or individual strikes, partial or complete sitdowns, slowdowns, stoppages or cessations or refusals of work, boycotts or other acts of any kind that interfere with the County's functions, operations or services. Any employee violating the foregoing provisions shall be subject to disciplinary action, including discharge. This provision shall not limit the County's rights to seek any other available legal remedies.

There shall be no liability on the part of the Union for any violation of this provision not authorized or condoned by the Union.

1.05 Existing Practices In the interpretation of this Agreement nothing shall be construed as an existing practice unless it meets each of the following tests. It must be:

A. Long continued.

B. Certain and uniform.

C. Consistently followed.

D. Generally known by the parties hereto.

E. Must not be in opposition to the terms and conditions of this contract.

ARTICLE II
MODIFIED FAIR SHARE

2.01 The parties agree that all new employees hired after July 24, 1980 and employees who were voluntarily paying their fair share of the costs of the representation by the Association on that date, as well as all employees who thereafter voluntarily agreed to pay such costs shall be required to continue paying such costs for the duration of this Agreement. No employee shall be required to join the Association, but membership in the Association shall be available to all employees who apply, consistent with the Association's constitution and bylaws.

2.02 No employee will be denied membership because of race, color, religion, sex, national origin, disability, age, sexual preference, or marital status. This article is subject to the duty of the Wisconsin Employment Relations Commission to suspend the application of this Article whenever the Commission finds that the Association has denied an employee membership because of race, color, religion, sex, national origin, disability, age, sexual preference, or marital status.

2.03 The Association will represent all of the employees in the bargaining unit, members and non-members, fairly and equally and shall certify the amount that employees would pay as their proportionate share of the costs of the collective bargaining process and contract administration.

2.04 The Employer agrees that it will deduct from the earnings of all such employees the amount of money certified by the Association as being the monthly dues uniformly required of all employees. Changes in the amount of dues to be deducted shall be certified by the Association thirty (30) days before the effective date of the change. Deductions shall be made each month, and the total of such deductions shall be paid to the Association.

2.05 The Employer shall not be liable to the Association, employees or any party by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting actual deductions from employee's wages earned.

2.06 The collective bargaining representative shall indemnify and save the County harmless against any and all claims, demands, suits, orders, judgments or other forms of liability against the County that arise out of the County's compliance with this modified fair share agreement.

2.07 Any employee who may be subject to the provisions of the modified fair share agreement and who is not a member of the Association will, if they object, be reimbursed by the Union for any portion of the dues deducted not strictly related to the collective bargaining process or contract administration.

ARTICLE III
GRIEVANCE PROCEDURE

3.01 Purpose The purpose of this grievance procedure is to provide a method for quick and binding final determination of every question of interpretation and application of the provisions of this Agreement, thus preventing the protracted continuation of misunderstandings which may arise from time to time concerning such questions. In cases involving suspension, demotion, or dismissal for proper cause, this procedure shall be followed insofar as it is consistent with Section 59.21(8)(b) of the Wisconsin Statutes.

3.02 Definitions

A. A grievance is defined to be an issue concerning the interpretation or application of provisions of this Agreement or compliance therewith.

B. There shall be no retroactivity prior to the date of the filing of the written grievance, if grievant is found guilty as charged except that in the event of a payroll error not occurring as a result of employee negligence, corrected payment shall be made retroactive.

C. No grievance shall be processed under step No. 1 of this Article unless the employee files a grievance within thirty (30) calendar days from the day the grievance first arose or that the employee should have had reason to know of such grievance.

3.03 Procedure

Step (1) The employee, and/or his Union representative shall attempt to settle the issue with the immediate supervisor.

Step (2) The grievance shall be considered settled in step (1) unless within ten (10) workdays the employee and/or his representative reduces the grievance to writing and has it signed by the grieved employee and delivers the grievance to the department head with a copy to the Division of Human Resources. Such grievance should fully state the details. The department head shall indicate the disposition of the grievance in writing within ten (10) workdays. If the grievance is not answered within this time limit it shall be considered as automatically presented to step (3) of the grievance procedure.

Step (3) The grievance or complaint shall be considered settled in step (2) unless within ten (10) workdays it is presented in writing to the Director of Administration who shall hear the grievance within ten (10) workdays after it has been received and shall render their decision within ten (10) workdays. If a grievance is not answered within this time limit, it shall be considered as automatically presented to step (4) of the grievance procedure.

Step (4) If a satisfactory settlement is not reached as outlined in Step (3), the employee and/or association may, within fourteen (14) calendar days after receiving an answer from the Director of Administration, submit the grievance to arbitration.

A. One arbitrator shall be chosen by the Employer and one by the Association. These two arbitrators will attempt to agree on a third arbitrator to serve as Chairman of the Board. If the two cannot agree on the selection of a third, either party may request a panel of five (5) arbitrators to be named by the Wisconsin Employment Relations Commission from which panel a third arbitrator will be selected. The arbitrators will be named within sixty (60) days of the receipt of a request to arbitrate and within ninety (90) days of the completion of step (3). The board of arbitration shall by a majority vote, make a decision on the grievance which shall be final and binding on both parties. Only questions concerning the application or interpretation of this contract are subject to arbitration.

3.04 Each party shall bear the cost of its chosen arbitrator and the cost of the third arbitrator shall be shared equally by the parties.

3.05 Resolution of Grievance Any time limit in the procedure may be extended by the mutual consent of the parties. A Union representative may be present at any step in the grievance procedure.

ARTICLE IV
EMPLOYEE DEFINITIONS

4.01 Probationary Period All newly-hired employees entering into regular full-time or regular part-time employment shall serve a probationary period of employment of one (1) calendar year. If an employee is dismissed during the probationary period, the employee shall not have recourse through the grievance procedure.

4.02 Regular Full-Time Employee A regular full-time employee is defined as an employee who has a normal work schedule as defined in Section 7.02a on a year round basis, or who has a work schedule consisting of at least eighty (80) hours biweekly on a year round basis; and, who receives full employee benefits.

4.03 Regular Part-Time Employee A regular part-time employee is defined as an employee who has a work schedule of at least half of the normal work schedule as defined in 7.02a on a year round basis, or who has a work schedule consisting of at least forty (40) hours biweekly on a year round basis, and, who receives half employee benefits.

ARTICLE V
GRIEVANCE COMMITTEE

5.01 The Union will give to the County in writing the names of the grievance representatives.

5.02 Employees representing the Union in the processing of a grievance shall be eligible to receive County compensation for time served as a grievance representative up to and including step (3) of the grievance procedure if occurring during the employees scheduled hours of work.

ARTICLE VI
SENIORITY

6.01 Definition Seniority shall mean the status attained by length of continuous service following the successful completion of a probationary period of twelve (12) calendar months of work. The employees continuous service date shall be retroactive to the last day the employee entered County service. This will indicate time worked excluding personal leave of absence exceeding thirty (30) days but including leave of absence granted for illness and United States Military Service.

6.02 During the twelve (12) month probationary period employees may be discharged without regard to seniority.

6.03 Application of Seniority

A. Seniority shall be applied and maintained within the Sheriff's Department.

B. Seniority shall apply to vacations, layoffs, recall from layoff.

1. Shift Selection The current practice of officers having the annual opportunity for basic shift selection based on seniority shall be continued.

2. Promotions The procedures of promoting employees shall be consistent with the law of the State of Wisconsin.

3. Employees appointed to a new classification will serve a six (6) month probationary period. During this period an employee having been promoted may request reappointment or be reappointed to his former classification and rate of pay.

4. Employees in the classification of Inspector, Deputy Inspector, Captain, or Lieutenant who originally held a position in a classification included in this Agreement can be reappointed to a unit position by the County providing no other unit employee will be downgraded by reason of that appointment.

5. Employees shall earn and retain seniority as a Deputy Sheriff or Detective. Employees moving from one classification to another while in the bargaining unit shall have their seniority from the previous classification frozen. Employees moving from one bargaining unit classification to another in which they previously worked will be credited with the seniority previously accrued in that classification when they return. When an employee is involuntarily demoted, the employee will be credited with seniority accrued in their current classification and any previously accrued seniority in the classification to which they are demoted.

6. Employees shall select their vacation based on their seniority as defined by the length of time within the classification.

C. Loss of Seniority Employees shall lose their seniority for any of the following reasons:

1. Discharge, if not reversed.

2. Resignation.

3. Absent for two (2) consecutive scheduled workdays without notifying the County of the reason for absence and who has no acceptable reason for being absent from work, shall be considered as having resigned.

4. Unexcused failure to return to work after the expiration of a vacation period, leave of absence, or period for which worker's compensation was paid.

5. Retirement.

6. On layoff for a continuous period of time equivalent to twelve (12) or more calendar months.

ARTICLE VII
WAGES, COMPENSATION, HOLIDAYS

7.01 All wage rates shall be biweekly and based upon the regularly scheduled two (2) week work period. Wage rates for the classifications and the time intervals for merit increases between steps are set forth in the wage schedule.

7.02 Newly hired employees will normally be placed at the first step of the salary range of the classification.

7.03 Overtime

B. The normal work schedule shall be four (4) days on and two (2) days off and then five (5) days on and two (2) days off, on a rotating schedule. Eight (8) hours and fifteen (15) minutes shall constitute a normal workday. Forty-one hours and fifteen minutes (41-1/4 hours) shall constitute a normal workweek.

C. Regular full-time employees shall be paid at a rate of one and one-half (1-1/2) times their regular rate of pay for all hours worked in excess of eight (8) hours and fifteen (15) minutes in any workday and after forty-one hours and fifteen minutes (41-1/4 hours) in any normally scheduled workweek with the exception of those hours involved in compulsory training outside the normal schedule. When an employee on a 5-2, 4-2 schedule has a 33-hour workweek rotation, overtime will be paid after 33 hours. Those employees who work a 5-2 schedule shall earn overtime after eight (8) hours in a normally scheduled workday or after forty (40) hours in a normally scheduled workweek.

Any training scheduled for three (3) hours or more and held shall be compensated at regular straight time wages. Any training scheduled for less than three (3) hours shall be compensated at time and one half (1-1/2) the employee's regular wages with one (1) hour minimum. If the training session is canceled with less than one (1) hour notice, any employee who reports and is then sent home shall receive one hour's pay at time and one-half (1-1/2). If training results in any extension of the normal work shift, the employee shall be guaranteed a minimum of one (1) hour at time and one-half (1-1/2).

D. The normal compulsory attendance at training schools will not be charged to vacations, holidays or overtime. However, if an employee's off day falls during attendance at such a training school, he will not receive additional compensation. He shall, however, receive compensatory time off equal to the off days spent in attendance at such schools subject to maximum compensatory time limits in Article VII, Section 7.03.

E. In cases where Deputies are temporarily assigned to the Investigative Division for special assignments of more than two weeks, such personnel will receive additional pay at the rate of $26 per month ($12.14 biweekly).

7.04 Compensatory Time Regular full-time employees may earn and accumulate compensatory time at various rates.

B. Earning Compensatory Time

1. When employees work beyond the normal scheduled workweek, they shall earn compensatory time at the rate of time and one-half (1-1/2).

2. When employees put in extra hours due to compulsory training outside the normal scheduled workweek, they shall earn compensatory time at the straight time rate.

C. Accumulation of Compensatory Time Employees may accumulate up to fifty-two (52) hours in lieu of overtime pay; but if this compensatory time is not used within the calendar year, it shall be paid on the last pay period of the year.

D. Use of Compensatory Time The employee may use compensatory time at his discretion with the approval of the department head.

7.05 Call In All employees covered by this Agreement shall respond to a call to work outside of their regular schedule of hours, by their department head or others designated by the department head. A minimum of two (2) hours at time and one half (1-1/2) shall be granted to any employee who is requested to report outside his regular schedule of hours or report to work as scheduled and is sent home.

7.06 A. Holidays All employees covered by this Agreement shall be entitled to compensatory time off, at straight time, for the following holidays:

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

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

C. Floating Holidays Employees working as of June 1 will be entitled to one (1) floating holiday.

Both floating holidays are to be used before the end of the calendar year. The scheduling of these days off shall be requested by the employee and is subject to approval of the department head.

D. To be eligible for holiday pay, the employee must work the last scheduled shift the day before and the day after the holiday unless regularly scheduled off on either day or has an excused absence. In the case of a floating holiday, the employee must work the last scheduled shift the day before and the day after the eligibility dates specified in 7.05(b) and (c). Employees who fail to work on a holiday scheduled as a regular workday and who do not have an excused absence will not be eligible for holiday pay.

E. It is agreed that holidays shall be considered as a separate entity and can be considered as a "holiday offset" which can be carried outside of the compensatory time limitations.

F. All holidays accumulated by an employee during the calendar year must be taken during the following calendar year or be paid for at the straight time rate on the last pay period of the following year.

7.07 Longevity Pay Longevity shall mean a percentage of salary earned by the employee based on length of continuous service. Regular full-time or regular part-time employees hired before January 1, 1973 are eligible to receive the longevity pay in addition to their earnings, the rate will be 4.5% of their gross earnings.

7.08 A. Incentive Pay Plan Effective 10/01/88 regular full-time employees shall be eligible for educational incentive pay according to the following schedule:

	Associate Degree or 60 to BS	BS Degree	
Deputy Sheriff	$16.95	$59.31	Biweekly
	$37.00	$129.00	Apprx Mth
Detective	$18.03	$63.12	Biweekly
	$39.00	$136.00	Apprx Mth

B. Deputy Sheriff's are eligible for Educational Incentive pay following completion of four (4) years of eligibility as a Deputy Sheriff. Eligibility for educational incentive pay commences with the payroll period following the employee's demonstrating successful completion of the applicable credits.

7.09 Field Training Officer Effective 01/01/2009 an employee assigned as a Field Training Officer will be paid $1.50 per hour for hours worked as a Field Training Officer.

ARTICLE VIII
LAYOFF AND RECALL

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

8.02 The layoff of regular employees in any department shall be in inverse order of seniority in the department affected except as hereinafter provided.

8.03 Recall from Layoff

A. The names of employees laid off through no fault of their own shall remain on the departmental call list for a period equal to twelve (12) calendar months from date of layoff.

B. Employees recalled from layoff shall be given maximum length of time of five (5) workdays to respond after notice has been sent by certified mail to their last known address on file with the County Labor Relations Manager and five (5) workdays to resume work.

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

8.04 Employees of a higher classification scheduled for layoff or whose job is eliminated are eligible to replace employees of a lesser classification within their department. If the employee scheduled for layoff has more service in the department than the person being replaced, the person in the position with the least service shall be displaced. Employees, whose jobs are eliminated or who by reason of greater seniority replace a lower-classified employee, shall be given the first opportunity to be restored to their original position of equal rank without being required to submit to a test. Such individuals when offered job restoration decline to accept, shall forfeit all rights to such position.

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

ARTICLE IX
CLOTHING ALLOWANCE

9.01 Effective January 1, 2006, the employer agreed to provide the initial allotment of clothing as required up to eight hundred dollars ($800.00) in cost; thereafter, all employees with at least twelve (12) months of service covered by the Agreement shall receive forty-one dollars and sixty-seven cents ($41.67) per month. Effective 01/01/2009 the monthly allowance will increase to forty-five dollars and eighty-three cents ($45.83) per month. This monthly allowance will not be paid for any thirty (30) calendar day period over which an employee misses work unless the employee's absence is for paid vacation or holidays. When an employee does not complete the probationary period, the uniform will be returned to the County.

ARTICLE X
VACATION

10.01 Regular full-time and regular schedule part-time employees are eligible to earn and accrue paid vacation. The employee shall work the majority of scheduled workdays during the month for which vacation credit is to accrue except for time spent on paid vacation or sick leave.

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

10.03 During the first calendar year and for each succeeding year through the sixth (6th) year of continuous employment, an employee can earn one (1) day of vacation for each month of employment with a maximum of ten (10) days. Regular part-time employees earn and accrue one-half (½) vacation benefits.

10.04 During the seventh (7th) year of continuous employment with the County and during each calendar year thereafter an employee may earn one and one-half (1-1/2) days of vacation for each month of employment with a maximum of fifteen (15) days per year through the thirteenth (13th) year.

10.05 During the fourteenth (14th) year and each succeeding year through the twenty-second (22nd) year of continuous employment with the County, an employee may earn two (2) days of vacation for each month of employment with a maximum of twenty (20) days per year.

10.06 During the twenty-third (23rd) year of continuous employment with the County and during each calendar year thereafter, an employee may earn two and one-half (2-1/2) days of vacation for each month of employment with a maximum of twenty-five (25) days per year.

10.07 An employee must have completed six (6) months of employment to be eligible for vacation benefits. Benefits retroactive to date of hire.

10.08 No claim for sick leave or funeral leave shall be allowed which occurs during vacation.

10.09 Holidays are not charged to vacation time.

10.10 Nonprobationary employees who resign shall receive accrued vacation pay earned to the last complete month worked provided such employees who resign give at least two (2) weeks notice before their last day of work.

10.11 Employees dismissed shall receive accrued vacation pay earned through the last complete month worked.

10.12 Vacation time is not accumulative from one calendar year to the next.

ARTICLE XI
SICK LEAVE

11.01 Full-time County employees shall earn one (1) day of paid sick leave for each month of employment with a maximum of one hundred twenty (120) days.

A. Regular part-time employees earn and accrue one-half (½) sick leave benefits.

11.02 Employees after serving six (6) months of employment are eligible for sick leave benefits retroactive to the date of hire.

11.03 Accumulated sick leave credits are not paid when employment is terminated.

A. Effective March 16, 1999, all employees who retire at normal retirement age as defined by the Wisconsin Retirement System will have sixty-five percent (65%) of their accrued unused sick leave credits applied to the Post Employment Health Plan account as outlined in Section 12.05 provided the employee must have at least twenty (20) years of creditable service with Waukesha County.

B. Employees who have accumulated a sick leave balance of nine hundred sixty (960) hours are eligible to receive a contribution into their Post Employment Health Plan in lieu of additional sick leave accumulation. For those hours beyond the nine hundred sixty (960) maximum accumulation a contribution will be made at the beginning of the following calendar year using twenty percent (20%) of the employee's current rate of pay.

11.04 Sick leave will be recorded on the basis of actual usage and recorded to the nearest tenth of an hour.

11.05 Excluded Uses

A. Sick leave credits shall not accrue for absence in excess of thirty (30) calendar days.

B. Injury incurred in supplemental employment.

11.06 Substantiation

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

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

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

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

ARTICLE XII
INSURANCE

12.01 A. The County will provide a group hospital, medical and surgical plan to eligible regular full-time and regular part-time employees. The plan specifies eligibility requirements, enrollment procedures, coverage, and co-payment details. The County has the right to select a different plan administrator and make modifications in plan elements providing coverage is comparable and there is no lapse in coverage. Any different plan mandated by law will not be in addition to the benefits provided by this plan.

B. Regular full-time and regular part-time employees are eligible to apply for the County's health plan within their first thirty (30) days of employment. The insurance will become effective on the first day of the month following sixty (60) days of employment after application acceptance.

C. Regular Full-Time The County will pay ninety percent (90%) of the cost of a family or single plan. Eligible employees will pay ten percent (10%) of a family or single plan.

D. Regular Part-Time The County will pay forty-five percent (45%) of the cost of a single or family plan. Eligible employees will pay fifty-five percent (55%) of a single or family plan.

E. An employee who retires may continue to participate in the medical insurance plan at the employee's cost, by paying the premium to the County one month in advance.

12.02 Dental Insurance

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

B. Regular full-time employees and regular part-time employees are eligible to apply for the County's dental plan within their first thirty (30) days of employment. The insurance will become effective on the first day of the month following six (6) months of employment after application acceptance.

C. Regular Full-Time Employees The County will pay ninety percent (90%) towards the cost of the least expensive dental care alternative plan (insurance or HMO plan for either family or single coverage). Eligible employees will pay ten percent (10%) of the cost of the least expensive plan and any additional cost if they select a more expensive plan.

D. Regular Part-Time Employees The County will pay forty-five percent (45%) towards the cost of the least expensive dental care alternative plan (insurance or HMO plans for either family or single coverage). Eligible employees will pay fifty-five percent (55%) of the cost of the least expensive plan and any additional cost if they select a more expensive plan. Regular part-time employees will pay their share to the County one month in advance.

12.03 Life Insurance

After six (6) months of employment, the employer agrees it will participate in the State Group Life Insurance Plan or equivalent coverage and will pay the full premium cost.

12.04 Dependent Life Insurance

Regular full-time and regular part-time employees shall be eligible to participate in a dependent life insurance plan which provides $10,000 life insurance coverage for each eligible dependent.

The employees shall pay the full premium cost of the plan which will also specify benefit limitations, eligibility requirements, and enrollment procedures.

12.05 Post Employment Health Reimbursement Plan The County will provide eligible regular full-time and regular part-time employees a post employment reimbursement plan. Regular full-time and regular part-time employees will become eligible following the completion of twelve (12) calendar months of employment.

Effective January 1, 2006, the County will make monthly contributions into the plan increasing the amount total from $300 to $400 annually. The County has the right to change plan administrators. The plan documents will specify plan benefits, limitations, eligibility requirements, and enrollment procedures.

ARTICLE XIII
PENSION

13.01 Wisconsin Retirement Fund After an employee completes their first six (6) months of employment, the County will pay up to seven percent (7%) toward the employees share of the Wisconsin Retirement Fund.

ARTICLE XIV
JURY DUTY

14.01 Any employee subpoenaed for jury duty shall be paid the difference between his regular rate of pay and the pay received for jury duty.

14.02 Any employee subpoenaed as a witness connected with an incident occurring while on duty as an employee of the County shall be paid the difference between his regular rate of pay and the witness pay. This section shall not apply when the employee is an adverse party or being represented by a party adverse to the County. The fact that the employee's testimony itself may be adverse to the County will not disqualify the employee otherwise eligible for pay under this Section.

ARTICLE XV
FUNERALS

15.01 Regular full-time employees shall be entitled to up to three (3) days of leave with pay to attend the funeral of a member of the immediate family. Immediate family shall be defined as spouse, child, brother, sister, parent, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, and grandchild.

15.02 Regular part-time employees shall be entitled to up to three one-half (½) days of leave with pay to attend the funeral of a member of the immediate family as defined in 15.01.

ARTICLE XVI
MILEAGE REIMBURSEMENT

16.01 All employees required to use their own automobile in County business and approved by the department head shall be reimbursed at the maximum rate currently allowed by the Internal Revenue Service.

ARTICLE XVII
WORKER'S COMPENSATION

17.01 An employee absent from work due to an injury or illness incurred in the line of duty compensable under the Worker's Compensation Act shall, without charge to sick leave, receive eighty percent (80%) of the employee's regular gross salary for a period not to exceed twelve (12) months per injury or illness commencing after the first three (3) days of such illness or injury.

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

17.02 Salary for an employee under the provisions of this section shall be paid as long as an employee is eligible to receive temporary total disability payments under the Worker's Compensation Act.

17.03 Upon expiration of the County disability pay benefit, an employee who is still unable to return to work but is receiving worker's compensation benefits for temporary total disability shall be ineligible to use accumulated sick leave, holidays, or vacation. Such employees otherwise eligible for holiday and vacation pay and unable to return to work at the end of the calendar year will receive pay for such benefits at that time. The employee's accumulated sick leave credit will remain available for future permitted use when such employee returns to work.

ARTICLE XVIII
WARRANTS AND PRISONERS

18.01 It shall be the policy that two (2) officers of the Sheriff's Department shall be used when it is necessary to serve a warrant; however, there may be exceptional cases such as a result of manpower shortage or other emergency in which the shift commander shall determine the number of offers to be used.

18.02 The assignment of personnel to transport prisoners shall be at the discretion of the ranking officer on duty on the shift.

ARTICLE XIX
TIME FOR NEGOTIATIONS

19.01 Contract negotiations shall be carried on by the parties as follows:

A. Submission of Union demands by August 1.

B. First meeting to take place on or before October 15.

ARTICLE XX
TERMINATION

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

Dated this __6th__ day of __June__, 2008

The County of Waukesha	Wisconsin Professional Police Association
By:	By:
	PRES
	WPPA/LEER

SETTLEMENT OFFER/ INADMISSIBLE AS EVIDENCE

LETTER OF UNDERSTANDING

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

1. Waukesha County maintains a 14 day work period under the FLSA for its employees covered by the WPPA CBA with the County. Employees represented by the WPPA will be entitled to overtime pay at 1.5 times the Employee's regular rate of pay for all hours worked in excess of 86 hours within the 14 day work period, or compensatory time off in lieu thereof.

2. An Employee's regular rate of pay for FLSA overtime purposes includes the employee's based rate of pay established in the applicable CBA between the County and WPPA, plus any applicable longevity pay and educational incentive pay.

3. The County will establish a separate FLSA compensatory time off ("FLSA CTO") bank. Employees will be eligible to earn overtime pay or FLSA CTO only for those hours worked over 86 within the 14 day work period.

4. In calculating the FLSA CTO, compensable "hours worked" will not include pay for hours not actually worked such as vacation time, holidays, other compensatory time, disability pay, sick leave, funeral leave, and jury duty.

5. Employees will be eligible to earn up to a maximum of twenty-four (24) hours of FLSA CTO at any one time. An Employee who earns FLSA CTO will be given 1.5 times the amount of earned FLSA CTO in paid straight time off, up to a maximum of 36 hours of straight time at any one time. Any FLSA CTO earned over the 36 hour straight time maximum will be paid out to the Employee at his/her straight time rate of pay in lieu of time off. Any balance of unused FLSA CTO will be paid out to the Employee in the last pay period of the calendar year in which it was earned. Upon termination of employment, FLSA CTO payments shall be made in accordance with 29 C.F.R. § 553.27.

6. Requests for FLSA CTO must be submitted in writing to the Employee's shift supervisor. An Employee may not submit a request more than eighty (80) days in advance of the date(s) requested, but must submit a request at least eight (8) hours in advance of the date(s) requested. A request not meeting these prerequisites will not be considered.

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

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7. The Department will evaluate time off requests on a case by case basis. Assuming the request is properly made, the Employee shall be permitted to use FLSA CTO within a "reasonable period" after making the request if such use does not "unduly disrupt" the operations of the Department. The definition of the phrase "reasonable period" shall be the same as the definition set forth in 29 C.F.R. § 553.25(c)(l). The definition of the phrase "unduly disrupt" shall be the same as the definition set forth in 29 C.F.R. § 553.25(d) and the below quoted portion a U.S. Department of Labor Wage and Hour Opinion Letter dated August 19, 19994, which states:

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

8. Any challenge to the Department's determination that the granting of the request to use FLSA CTO would constitute an undue disruption to Department Operations may be grieved.

9. By entering into this Letter of Understanding, the County does not admit to having engaged in any wrongdoing, violation of law, or violation of the CBA and does not intend to change the system or procedures for non-FLSA compensatory time off earned under the CBA.

10. The WPPA agrees to waive any and all grievances or claims under or related to the CBA which may have arose prior to the execution date of this Letter.

Date this 28 day of Oct, 1999.

For Waukesha County:

Robert Johannik

James Richter

For Wisconsin Professional Police Association and Affected Employees:

WPPA Business Representative

WPPA Local President

WPPA Local Vice President

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2008 Wage Schedule
Effective January 5, 2008 (2%)

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	
Deputy Sheriff	$18.9295	$20.1958	$21.0314	$22.0113	$22.8327	$23.2896	$24.4636	$25.3159	$26.1656	$26.6885	$27.2223	HOURLY
	$1,514.36	$1,615.66	$1,682.51	$1,760.90	$1,826.62	$1,863.17	$1,957.09	$2,025.27	$2,093.25	$2,135.08	$2,177.78	APRX BIWEEKLY
	$3,281	$3,501	$3,645	$3,815	$3,958	$4,037	$4,240	$4,388	$4,535	$4,626	$4,719	APRX MNTHLY
Detective	$26.7652	$27.8509	$28.4077	$28.9759								HOURLY
	$2,141.22	$2,228.07	$2,272.62	$2,318.07								APRX BIWEEKLY
	$4,639	$4,827	$4,924	$5,022								APRX MNTHLY

2008 Wage Schedule
Effective July 5, 2008 (1%)

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	
Deputy Sheriff	$19.1188	$20.3978	$21.2417	$22.2314	$23.0610	$23.5225	$24.7082	$25.5691	$26.4273	$26.9554	$27.4945	HOURLY
	$1,529.50	$1,631.82	$1,699.34	$1,778.51	$1,844.88	$1,881.80	$1,976.66	$2,045.53	$2,114.18	$2,156.43	$2,199.56	APRX BIWEEKLY
	$3,314	$3,536	$3,682	$3,853	$3,997	$4,077	$4,283	$4,432	$4,581	$4,672	$4,766	APRX MNTHLY
Detective	$27.0329	$28.1294	$28.6918	$29.2657								HOURLY
	$2,162.63	$2,250.35	$2,295.34	$2,341.26								APRX BIWEEKLY
	$4,686	$4,876	$4,973	$5,073								APRX MNTHLY

2009 Wage Schedule
Effective January 3, 2009 (2%)

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	
Deputy Sheriff	$19.5012	$20.8058	$21.6665	$22.6760	$23.5222	$23.9930	$25.2024	$26.0805	$26.9558	$27.4945	$28.0444	HOURLY
	$1,560.10	$1,664.46	$1,733.32	$1,814.08	$1,881.78	$1,919.44	$2,016.19	$2,086.44	$2,156.46	$2,199.56	$2,243.55	APRX BIWEEKLY
	$3,380	$3,606	$3,756	$3,931	$4,077	$4,159	$4,368	$4,521	$4,672	$4,766	$4,861	APRX MNTHLY
Detective	$27.5736	$28.6920	$29.2656	$29.8510								HOURLY
	$2,205.89	$2,295.36	$2,341.25	$2,388.08								APRX BIWEEKLY
	$4,779	$4,973	$5,073	$5,174								APRX MNTHLY

Employees must work twelve (12) months in each step before being eligible for a merit increase to the next step except Deputy Sheriff time between Steps 1 and 2 only is six (6) months.

2009 Wage Schedule
Effective July 4, 2009 (1%)

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	
Deputy Sheriff	$19.6962	$21.0139	$21.8832	$22.9028	$23.7574	$24.2329	$25.4544	$26.3413	$27.2254	$27.7694	$28.3248	HOURLY
	$1,575.70	$1,681.11	$1,750.66	$1,832.22	$1,900.59	$1,938.63	$2,036.35	$2,107.30	$2,178.03	$2,221.55	$2,265.98	APRX BIWEEKLY
	$3,414	$3,642	$3,793	$3,970	$4,118	$4,200	$4,412	$4,566	$4,719	$4,813	$4,910	APRX MNTHLY
Detective	$27.8493	$28.9789	$29.5583	$30.1495								HOURLY
	$2,227.94	$2,318.31	$2,364.66	$2,411.96								APRX BIWEEKLY
	$4,827	$5,023	$5,123	$5,226								APRX MNTHLY

2010 Wage Schedule
Effective January 2, 2010 (2%)

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	
Deputy Sheriff	$20.0901	$21.4342	$22.3209	$23.3609	$24.2325	$24.7176	$25.9635	$26.8681	$27.7699	$28.3248	$28.8913	HOURLY
	$1,607.21	$1,714.74	$1,785.67	$1,868.87	$1,938.60	$1,977.41	$2,077.08	$2,149.45	$2,221.59	$2,265.98	$2,311.30	APRX BIWEEKLY
	$3,482	$3,715	$3,869	$4,049	$4,200	$4,284	$4,500	$4,657	$4,813	$4,910	$5,008	APRX MNTHLY
Detective	$28.4063	$29.5585	$30.1495	$30.7525								HOURLY
	$2,272.50	$2,364.68	$2,411.96	$2,460.20								APRX BIWEEKLY
	$4,924	$5,123	$5,226	$5,330								APRX MNTHLY

2010 Wage Schedule
Effective July 3, 2010 (1%)

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	
Deputy Sheriff	$20.2910	$21.6485	$22.5441	$23.5945	$24.4748	$24.9648	$26.2231	$27.1368	$28.0476	$28.6080	$29.1802	HOURLY
	$1,623.28	$1,731.88	$1,803.53	$1,887.56	$1,957.98	$1,997.18	$2,097.85	$2,170.94	$2,243.81	$2,288.64	$2,334.42	APRX BIWEEKLY
	$3,517	$3,752	$3,908	$4,090	$4,242	$4,327	$4,545	$4,704	$4,862	$4,959	$5,058	APRX MNTHLY
Detective	$28.6904	$29.8541	$30.4510	$31.0600								HOURLY
	$2,295.23	$2,388.33	$2,436.08	$2,484.80								APRX BIWEEKLY
	$4,973	$5,175	$5,278	$5,384								APRX MNTHLY

Employees must work twelve (12) months in each step before being eligible for a merit increase to the next step except Deputy Sheriff time between Steps 1 and 2 only is six (6) months.