

ENROLLED ORDINANCE 180-12

RATIFICATION OF 2024-2026 WAUKESHA DEPUTY SHERIFF LABOR UNION
COLLECTIVE BARGAINING AGREEMENT

WHEREAS, Waukesha County has engaged in collective bargaining with employees represented under the Waukesha Deputy Sheriff Labor Union (WDSLU); and

WHEREAS, following negotiations and mediation, the parties have reached a tentative agreement, subject to the ratification by the Waukesha County Board of Supervisors.

THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS that the attached Tentative Agreement following recommendations of the Human Resources Committee and the accompanying changes in wages, hours and working conditions of employees represented by the Waukesha Deputy Sheriff Labor Union be approved following adoption of this ordinance.

BE IT FURTHER ORDAINED that the final collective bargaining agreement is approved as on file in the Human Resources Division in the Department of Administration following adoption of this ordinance.

RATIFICATION OF 2024-2026 WAUKESHA DEPUTY SHERIFF LABOR UNION
COLLECTIVE BARGAINING AGREEMENT

Presented by:
Human Resources Committee

Larry Nelson
Larry Nelson, Chair

Approved by:
Finance Committee

Gary J. Szpara
Gary J. Szpara, Chair

Michael A. Crowley
Michael A. Crowley

Absent

Timothy Dondlinger

Darryl J. Enriquez
Darryl J. Enriquez

Darryl J. Enriquez
Darryl J. Enriquez

Darlene Marie Johnson
Darlene M. Johnson

Wayne Euclide
Wayne Euclide

Brian Meier
Brian Meier

Joel R. Gaughan
Joel R. Gaughan

Chris Mommaerts
Chris Mommaerts

Darlene Marie Johnson
Darlene M. Johnson

Jeremy Walz
Jeremy Walz

The foregoing legislation adopted by the County Board of Supervisors of Waukesha County, Wisconsin, was presented to the County Executive on:

Date: 5/30/2025, Margaret Wartman
Margaret Wartman, County Clerk

The foregoing legislation adopted by the County Board of Supervisors of Waukesha County, Wisconsin, is hereby:

Approved: X
Vetoed: _____

Date: 6/11/2025, Paul Farrow
Paul Farrow, County Executive

FISCAL NOTE
RATIFICATION OF 2024-2026 WAUKESHA DEPUTY SHERIFF LABOR UNION COLLECTIVE BARGAINING AGREEMENT

This ordinance would ratify a collective bargaining agreement (CBA) between the county and the Waukesha Deputy Sheriff Labor Union (WDSLUI), which represents both deputy sheriffs and detectives. This currently covers 121 budgeted deputy sheriff positions and 27 budgeted detective positions. The term of this CBA is 2024 through 2026. The 2024 and 2025 adopted budgets included estimates for the impact of this CBA, and estimated costs associated with 2024 were accrued to that year; although, the outcome and details of the eventual agreement were uncertain at the time. At this time, Sheriff's Department management indicates that it may be able to absorb the cost impacts within its current 2025 budget. The Sheriff's Department and the Department of Administration will continue to monitor the fiscal impact of carrying out this CBA and may propose further budget modification for County Board consideration, if warranted.

The table below details the estimated impact of the CBA, followed by explanations of each item. The items in the table are subtotaled to show the cumulative effect through the three-years, with the incremental increase displayed beneath. Cumulatively, the CBA is estimated to increase costs over the three years by just under \$2.2 million. The impact is partially offset by local funding through municipal patrol contracts and school resource officer agreements, estimated to total about \$535,000, for a net cumulative impact of about \$1.6 million.

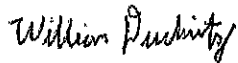
Estimated Fiscal Impact				
	2024	2025	2026	
Impact of ATB Wage Incr	4.00% ATB	3.00%/1.00% ATB	4.00% ATB	
Earnings	\$ 510,964	\$ 989,287	\$ 1,626,274	
Employer Social Security	\$ 39,089	\$ 75,681	\$ 124,411	
Employer Share of WRS	\$ 73,170	\$ 144,966	\$ 240,578	
Subtotal Cumulative	\$ 623,223	\$ 1,209,934	\$ 1,991,263	
Incremental Increase	\$ 623,223	\$ 586,711	\$ 781,329	
Impact of Providing MLK Day and Add'l Floating Holiday				
Earnings	\$ -	\$ 108,324	\$ 113,224	
Employer Social Security	\$ -	\$ 8,287	\$ 8,662	
Employer Share of WRS	\$ -	\$ 16,259	\$ 16,994	
Subtotal Cumulative	\$ -	\$ 132,870	\$ 138,880	
Incremental Increase	\$ -	\$ 132,870	\$ 6,010	
Impact of Increasing Field Training Officer Pay				
Earnings	\$ 3,750	\$ 3,750	\$ 3,750	
Employer Social Security	\$ 287	\$ 287	\$ 287	
Employer Share of WRS	\$ 563	\$ 563	\$ 563	
Subtotal Cumulative	\$ 4,600	\$ 4,600	\$ 4,600	
Incremental Increase	\$ 4,600	\$ -	\$ -	
Impact of Changes to Compensation for Training				
Earnings	\$ -	\$ 6,939	\$ 11,086	
Employer Social Security	\$ -	\$ 531	\$ 848	
Employer Share of WRS	\$ -	\$ 1,042	\$ 1,664	
Subtotal Cumulative	\$ -	\$ 8,512	\$ 13,598	
Incremental Increase	\$ -	\$ 8,512	\$ 5,086	
Impact of Increasing Post Employment Health Plan Contribution from \$400 to \$550				
Subtotal Cumulative	\$ 22,200	\$ 22,200	\$ 22,200	
Incremental Increase	\$ 22,200	\$ -	\$ -	
Cumulative	\$ 650,023	\$ 1,378,116	\$ 2,170,541	
Total Incremental	\$ 650,023	\$ 728,093	\$ 792,425	
Municipal Patrol Contract/School Resource Officer Funding				
Cumulative	\$ 147,157	\$ 324,419	\$ 535,262	
Incremental	\$ 147,157	\$ 177,262	\$ 210,843	
Net of Funding				
Cumulative	\$ 502,866	\$ 1,053,697	\$ 1,635,279	
Incremental	\$ 502,866	\$ 550,831	\$ 581,582	

The CBA also allows for represented staff to claim creditable years of service earned at other law enforcement agencies. Previously, only time worked with the county counted.

Employees retiring at the minimum age receive lower pension payments through the Wisconsin Retirement System than if they would have retired at the normal age, but is likely that some staff will choose to retire and receive their sick leave payout earlier under this change in policy. In most circumstances, it is expected that the turnover in wages will offset the impact of the payout within a year or two (just as it would under the current policy).

Vacation for First-Year Employees

Under the previous policy, represented staff would not receive vacation in their first calendar year of employment, and would earn one day each month worked for use in the following year, up to ten days. The CBA makes vacation policy consistent with other non-represented employees and allows them to receive up to ten days of vacation, prorated in the first calendar year (based on when they are hired). This is expected to apply to relatively few employees each year, and the department indicates that it manages vacation time to mitigate the need for overtime coverage during vacations, so the impact is expected to be minimal.



William Duckwitz
Budget Manager
5/6/2025

TENTATIVE AGREEMENT
BETWEEN
WAUKESHA COUNTY
AND THE
WAUKESHA COUNTY DEPUTY SHERIFF'S LABOR UNION

April 14, 2025

Except as modified below, the remainder of the contract remains status quo. The **bold & underlined** provisions indicate new contract language.

1. **ARTICLE II -- MODIFIED FAIR SHARE**

The parties have tentatively agreed to revise Article II as follows because deputies are not required to pay dues or fair share deductions:

VOLUNTARY DUES DEDUCTION MODIFIED FAIR SHARE

- 2.01 **The County agrees to deduct dues from the pay of employees who individually sign voluntary check-off authorization forms supplied by the Union and shall include the following statement: "I, the undersigned, hereby authorize my employer to deduct from my wages each and every month, Union dues as determined by the Union, and direct that such amount so deducted be sent to the Treasurer of the Union for and on my behalf. This authorization shall be terminable by me giving at least thirty (30) days written notice of such termination to the Employer and the Union.** ~~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 Union 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 Union, but membership in the Union shall be available to all employees who apply, consistent with the Union'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 Union has denied an employee membership because of race, color, religion, sex, national origin, disability, age, sexual preference, or marital status.
- 2.03 The Union 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 Union as being the monthly dues uniformly required of all employees. Changes in the amount of dues to be deducted shall be certified by the Union 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 Union or the Union's designated representative.
- 2.05 The Employer shall not be liable to the Union, 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 Article 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 Union 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.~~

2. ARTICLE VII – WAGES, COMPENSATION, HOLIDAYS

The parties have tentatively agreed to the following changes to Section 7.03 - Overtime, to take effect commencing with the pay period that begins on May 17, 2025:

7.03. Overtime.

- A. 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.
- B. 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).

- C. 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 and training requirements permit, the employee will not receive additional compensation. The employee shall be given the option to (i) attend training at a pay rate of one and one-half (1-1/2) times the regular rate of pay and work the normally scheduled shift at the regular rate of pay; (ii) adjust the normally scheduled shift to an off day; or (iii), 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.

If the employee adjusts the normally scheduled shift to an off day, the employee may choose any mutually agreed upon shift within the week or subsequent week in which the training occurs as long as the adjustment does not extend a scheduled vacation.

- D. 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).

3. ARTICLE VII – WAGES, COMPENSATION, HOLIDAYS

The parties have tentatively agreed to the following changes to Section 7.04 – Compensatory Time, to take effect commencing with the pay period that begins on May 17, 2025:

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

A. 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.~~

B. Accumulation of Compensatory Time Employees may accumulate up to forty-eight (48) 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.

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

4. ARTICLE VII – WAGES, COMPENSATION, HOLIDAYS

The parties have tentatively agreed to add the Reverend Dr. Martin Luther King, Jr. holiday to Section 7.06 A. - Holidays, accruing retroactively in 2024 for use in 2025. The parties have also tentatively agreed to revise the numbering in Section 7.06 to eliminate the duplication of Section 7.06 A.

5. ARTICLE VII – WAGES, COMPENSATION, HOLIDAYS

The parties have tentatively agreed to add a third floating holiday starting in 2025, as follows:

Section 7.06 A. Floating Holidays – Employees working as of February 1 will be entitled to ~~one (1)~~ **two (2)** floating holidays.

Section 7.06 B. Floating Holidays – Employees working as of June 1 will be entitled to one (1) floating holiday.

~~Both~~ **All** 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.

NOTE – The above numbering reflects that used in the 2020-23 CBA; as previously stated, the numbering for Section 7.06 will be corrected

6. ARTICLE VII – WAGES, COMPENSATION, HOLIDAYS

The parties have tentatively agreed to modify Section 7.09 - Field Training Officer, to increase FTO pay to \$2.00 per hour.

7. ARTICLE IX – CLOTHING ALLOWANCE

The parties have tentatively agreed to delete the reference to the date of 01/01/2017 from Section 9.01.

8. ARTICLE X – VACATION

The parties have tentatively agreed to revise Section 10.01 as follows:

Regular full-time and regularly scheduled part-time employees are eligible to earn and accrue paid vacation. The employee shall work the majority of scheduled workdays during the month for which vacation credit is to accrue except for the time spent on paid vacation or sick leave. For purposes of vacation accrual under this Section, all time paid for is considered time worked. Employees do not earn vacation credits during leaves of absence without pay, disciplinary suspension, and periods of layoff.

The parties have tentatively agreed to revise Section 10.03 as follows:

New employees will receive up to ten (10) days of vacation prorated in their first calendar year. Employees who terminate employment during their first six months will have their final paycheck adjusted to recover any vacation days used. On January 1st of their second calendar year of employment, employees will receive ten (10) days of vacation. During the second 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.

The parties have also tentatively agreed to delete Section 10.07 to allow new employees to earn and use vacation from their date of hire, as reflected in the new language added to Section 10.03.

9. ARTICLE XI – SICK LEAVE

The parties have tentatively agreed to revise Section 11.02 as follows:

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

The parties have also tentatively agreed to delete Section 11.03 A. and replace it with the following:

All employees having reached the age of fifty (50) with at least twenty (20) years of creditable service in the Wisconsin Retirement System (WRS) 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 they have retired from Waukesha County and are receiving a WRS retirement annuity.

The parties further tentatively agree that the County will honor the provisions of the 2010 letters issued to former City of Pewaukee employees hired by the Waukesha County Sheriff's Department regarding sick leave payout at retirement. Consistent with those letters, said individuals who retire from Waukesha County and receive a WRS retirement annuity will receive credit for their service time with the City of Pewaukee in determining whether they possess the 20 years of Waukesha County service necessary to be eligible

for the sick leave retirement payment.

The parties have also tentatively agreed to revise Section 11.04 as follows:

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

10. ARTICLE XII – INSURANCE

The parties have tentatively agreed to revise Section 12.05 - Post Employment Health Reimbursement Plan, as follows:

The County will make monthly contributions into the plan with a total contribution of ~~\$550.00~~ \$400 annually. The County has the right to change plan administrators. The plan documents will specify plan benefits, limitations, eligibility requirements, and enrollment procedures.

11. ARTICLE XX - TERMINATION

The parties have tentatively agreed to a three-year agreement (January 1, 2024, through December 31, 2026) and to revise Article XX – Termination, accordingly.

12. SALARIES

The parties have tentatively agreed to the following wage schedule to be memorialized in an attachment to the collective bargaining agreement. Wage increases will be retroactive to December 30, 2023, for all employees covered by the new agreement who retired after December 29, 2023, and for lateral transfers hired after December 29, 2023:

- 12/30/2023 - 4.00% increase for all employees
- 12/28/2024 - 3.00% increase for all employees
- 6/28/2025 - 1.00% increase for all employees
- 12/27/2025 – 4.00% increase for all employees

13. LOU – CANINE HANDLER

The parties have tentatively agreed to revise the last sentence in paragraph 5 of the LOU as follows:

Each Deputy Sheriff assigned as a canine handler who has a scheduled vacation day or holiday for an entire shift, or who uses sick leave or compensatory time for a full regularly scheduled shift will use 6.75 6.8 hours from the corresponding benefit balance.

14. LOUs – FLSA, NEW HIRES, CANINE HANDLER

The parties have tentatively agreed to renew the existing LOUs related to FLSA, New

Hires, and Canine Handler.

Dated this 22 day of April, 2025.

For Waukesha County:

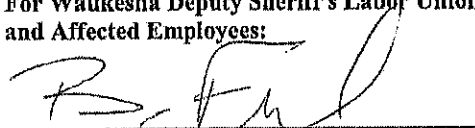


Printed Name & Title:

Andrew Theilke, Director of Administration

Dated this 22 day of April, 2025.

For Waukesha Deputy Sheriff's Labor Union
and Affected Employees:



Printed Name & Title:

BRIAN FREDERICKS - V.P. WDSLU

VOTE RESULTS

24 YES 0 NO 0 ABSTAIN 1 ABSENT

Ordinance 180-O-011

Ordinance 180-O-011: Ratification Of 2024-2026 Waukesha Deputy Sheriff Labor Union Collective Bargaining Agreement

Passed By Majority Vote

D1 - Styza	AYE	D10 - Thieme	AYE	D19 - Enriquez	AYE
D2 - Euclide	AYE	D11 - Howard	S AYE	D20 - Schellinger	AYE
D3 - Vacant	ABSENT	D12 - Wolff	AYE	D21 - Gaughan	AYE
D4 - Batzko	AYE	D13 - Leisemann	AYE	D22 - Szpara	AYE
D5 - Dondlinger	AYE	D14 - Mommaerts	AYE	D23 - Hammitt	AYE
D6 - Walz	AYE	D15 - Kolb	AYE	D24 - Schroeder	AYE
D7 - LaFontain	AYE	D16 - Crowley	AYE	D25 - Johnson	AYE
D8 - Koremenos	AYE	D17 - Meier	AYE		
D9 - Heinrich	AYE	D18 - Nelson	M AYE		

2nd Meeting, 180th Year of the County Board of Supervisors - May 27 2025 07:48:09 PM

May 27, 2025

RATIFICATION OF 2024-2026 WAUKESHA DEPUTY SHERIFF LABOR UNION
COLLECTIVE BARGAINING AGREEMENT

1 WHEREAS, Waukesha County has engaged in collective bargaining with employees represented
2 under the Waukesha Deputy Sheriff Labor Union (WDSLUI); and
3

4 WHEREAS, following negotiations and mediation, the parties have reached a tentative
5 agreement, subject to the ratification by the Waukesha County Board of Supervisors.
6

7 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
8 that the attached Tentative Agreement following recommendations of the Human Resources
9 Committee and the accompanying changes in wages, hours and working conditions of employees
10 represented by the Waukesha Deputy Sheriff Labor Union be approved following adoption of
11 this ordinance.
12

13 BE IT FURTHER ORDAINED that the final collective bargaining agreement is approved as on
14 file in the Human Resources Division in the Department of Administration following adoption of
15 this ordinance.