

LABOR AGREEMENT

Between

DODGE COUNTY

and

DODGE COUNTY SHERIFF'S DEPARTMENT NON-SWORN EMPLOYEES

LOCAL 1323-E, AFSCME, AFL-CIO

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ARTICLE I AGREEMENT/INTRODUCTION

This agreement entered into effect the 1st day of January, 2008, by and between the County of Dodge, Wisconsin, hereinafter referred to as "Employer" and Local 1323-E, AFSCME, AFL-CIO, on behalf of the Dodge County Sheriff's Department non-sworn employees, hereinafter referred to as "Union".

WHEREAS, it is intended that the following Agreement shall be an implementation of the provisions of Section 111.70 of the Wisconsin Statutes, consistent with that legislative authority which devolves upon the County of Dodge, the statutes and, insofar as applicable, the rules and regulations relating to or promulgated by the Civil Service Ordinance.

WHEREAS, both of the parties to this Agreement are desirous of protecting and promoting the interests of the general public and of reaching an amicable 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.

NOW, THEREFORE, the parties hereto reached the following Agreement:

ARTICLE II RECOGNITION AND FAIR SHARE AGREEMENT

- 2.1 Dodge County recognizes that Local 1323-E, American Federation of State, County and Municipal Employees, AFL-CIO has been selected by a majority of the unit to bargain with Dodge County on behalf of the Dodge County Sheriff's Department Non-Sworn Employees and pursuant to provisions of Section 111.70, Wisconsin Statutes, said Union is recognized as the exclusive bargaining representatives for said Employees with respect to wages, hours and conditions of employment.
- 2.2 The Employer hereby recognizes the "Fair Share" principle set forth in Wisconsin Statute 111.70 as amended.
 - 2.21 The Union as the exclusive representative of all of the Employees in the bargaining unit shall represent all such Employees, both Union and Non-Union, fairly and equally and all Employees in the bargaining unit shall be required to pay their proportionate share of the cost of collective bargaining and contract administration.
 - 2.22 No Employee shall be required to join the Union, but membership in the Union shall be made available to all Employees who apply consistent with the Constitution and By-Laws of the Union. No Employees shall be denied Union membership on the basis of race, creed, color, sex, or sexual orientation.
 - 2.23 The Employer shall deduct from the first paycheck of each month an amount certified by the Treasurer of Local 1323-E as the uniform dues required of all Union members from the pay of each Employee in the bargaining unit. With respect to newly hired Employees,

such deduction will commence in the month following the completion of the one (1) year probationary period. During the probationary period, Employees may join the Union if they do choose and may have dues deducted from their checks by filing an authorization for payroll deduction with the Accounting Department.

2.24 The aggregate amount so deducted, along with an itemized list of the Employees from whom such deductions were made, shall be forwarded to the Treasurer of Local 1323-E within ten (10) days of the date such deductions were made. Any changes in the amount to be deducted shall be certified to the Employer by the Treasurer of Local 1323-E at least thirty (30) days prior to the effective date of such change.

ARTICLE III MANAGEMENT RIGHTS

3.1 Except as hereinafter provided, the Employer shall have the sole and exclusive right to determine the number of Employees to be employed, the duties of each of these Employees, the nature and place of their work and all other matters pertaining to the management and operation of the County, including the hiring, promoting, transferring, demoting, suspending or discharging for cause of any Employee. This shall include the right to assign and direct Employees, to schedule work and to pass upon the efficiency and capabilities of the Employees and the Employer may establish and enforce reasonable work rules and regulations. Further, to the extent that rights and prerogatives of the Employer are not explicitly granted to the Union or Employees, the Employer retains such rights. However, the provisions of this Section shall not be used for the purpose of undermining the Union or discriminating against any of its members.

ARTICLE IV CONDUCT OF BUSINESS

- 4.1 The Union shall keep the Employer informed in writing of its selection of officers and members who are qualified to represent the Union.
- 4.2 The Union agrees to conduct its business off the job, except as hereinafter provided. This Article shall not operate in any manner that would prevent a steward from the proper investigation and processing of any grievance in accordance with the procedures outlined in this Agreement or to prevent certain routine, reasonable business such as the posting of the Union notices and bulletins.
- 4.3 The Employer hereby agrees that reasonable time spent in the investigation, processing and presentation of grievance during regular working hours shall not be deducted from the pay of delegated representatives of the Union. "Reasonable time" for these purposes shall be approximately fifteen (15) minutes to one-half (1/2) hour per grievance and shall be inclusive of one (1) Union official and grievant.
- 4.4 A member of the Union who attends any schooling sponsored by the Union shall be granted leave time. This shall include only one (1) member per division at any one time and only upon two (2) weeks prior notice to the Employer. Such time off shall be without pay and shall not exceed five (5) days per year.
- 4.5 Business agents or representatives of the Union having business with the officers or individual members of the Union may confer with such officers or members during the course of the workday for reasonable

periods of time as above defined, provided that notice is first given to the supervisor immediately in charge of such officers or member.

4.6 The Employer agrees to provide and allow the Union use of bulletin board space in a designated area in the work location.

ARTICLE V HOURS OF WORK AND OVERTIME

5.1 Workday

The regular work schedule shall consist of four (4) consecutive workdays; followed by two (2) consecutive off days. This cycle shall be then repeated.

5.2 Work Schedule

- 5.21 Corrections Officers shall work a four (4) day on, two (2) day off work schedule. Relief Corrections Officers shall average 37.5 hours per week in a six (6) week period on a flexible schedule.
- 5.22 Secretaries shall work Monday through Friday, 8:00 a.m. to 4:00 p.m. with varied shift upon mutual agreement of management and the Employee. Second shift secretary will work the hours of 12:30 p.m. to 8:30 p.m.
- 5.23 Communications Technician shall work Monday through Friday.
- 5.24 Information Systems Specialist shall work a Monday through Friday flexible 40-hour per week schedule. The department head shall have final approval of employee's hours of work.
- 5.25 Jail Program Specialists shall work 37.5 hours per week which shall be primarily Monday through Friday, but will also include working Saturday and Sunday every fourth week.
- 5.26 Relief Communications Officers shall work a four (4) day on, two (2) day off work schedule, with shifts and hours as assigned by management.
- 5.27 CERT Team members shall be paid seventy-five dollars (\$75.00) per year for their services on this special squad.
- 5.28 SWAT Team members shall be paid three hundred dollars (\$300.00) for their services on this special squad.
- 5.29 All present shift schedules will be maintained. Any changes will be by negotiated agreement between management and the Union. If agreement cannot be reached, changes will not be implemented.

5.3 Time and One-Half

Employees shall receive one and one-half (1-1/2) times their straight-time hourly rate for all hours worked in excess of their normal, regular scheduled workday except for the following.

- 5.31 Any Employee who works for more than eight (8) hours in any twenty-four (24) hour period at his/her own request and who is not required to do so by the Employer shall not be entitled to overtime for such work.
- 5.32 The Relief Communication Officers and Relief Corrections Officers shall not receive overtime compensation unless they average thirty-seven and one-half (37.5) or more hours in a six (6) week period. If an Employee is requested to work a second consecutive shift, it shall be at time and one-half (1-1/2).
- 5.33 Compensatory time may be accumulated into a running account up to a maximum of two hundred forty (240) hours each year. All hours accumulated above the maximum will be paid out on the next appropriate check.
- 5.34 All compensatory time accounts will be paid out to the Employees on the last pay period of the year but an Employee may keep up to twenty-four (24) hours to carry into the next year.

5.4 Call-In

Employees that respond to recall by the Sheriff or designated department head to work outside of the regular schedule shall receive a minimum of two (2) hours pay at time and one half.

- 5.41 Call-in pay does not apply to hours worked consecutively prior to or subsequent to the Employee's regular schedule of hours. Consecutive hours prior to and after the Employee's regular schedule of hours shall be considered no more than two (2) hours before or after said shift.
- 5.42 Employees, upon request, may start their shift earlier than normally assigned upon mutual agreement of the Employer and Employee; and in those cases the call-in pay or overtime shall not apply.
- 5.43 Employees who are not notified within twenty-four (24) hours to cancel an already assigned case shall receive the two (2) hour minimum call-in pay and shall not be required to report in to work until the start of their regular shift.
- 5.44 Communication Officers shall be given first preference for all necessary overtime within their division to be divided as equally as possible among the Communication Officers. A call-in list shall be implemented and Communication Officers shall be given preference for overtime; thereafter, qualified Employees who are off duty shall be called by seniority.

5.5 **Night Shift Premium**

- 5.51 An Employee whose regularly scheduled shift commences between 2:00 p.m. and 9:59 p.m. shall receive an additional twenty cents (\$0.20) per hour.
- An Employee whose regular scheduled shift commences between 10:00 p.m. and 5:59 a.m. shall receive an additional twenty-five cents (\$0.25) per hour.
- 5.53 Employees who are scheduled on a rotating shift or scheduled relief positions (i.e. Relief Communications Officer, Relief Corrections Officers, Relief Corporal, Jail Program Specialist Relief) shall receive an additional twenty-five cents (\$0.25) per hour.
- An Information Systems Specialist whose shift schedule requires occasional adjustments to the work schedule shall receive an additional twenty cents (\$.20) per hour.
- 5.6 Regular full-time Communication Officers, Corrections Officers and Jail Program Specialists shall receive four (4) additional days off per year. Such days shall be selected by the Employee, subject to the approval of the Sheriff or a delegated assistant.
- 5.7 An Employee may, upon approval of Management, switch work hours with another Employee provided, however, it does not result in any overtime. Employees, rather than working back the hours as indicated above, shall be allowed to use their accumulated compensatory time to pay back said time.

ARTICLE VI PROBATIONARY PERIOD

- 6.1 All newly hired Employees shall serve a one (1) year probationary period. The one year probationary period shall start when the employee begins Phase 1 of the CTO program. During said probationary period, they shall not attain any seniority rights. The probationary period of one (1) year shall be extended to cover any unpaid leave of absence.
- 6.2 Upon completion of said probationary period, Employees shall be granted seniority rights from the date of original hire. Notice of satisfactory completion of probation shall be given to the Employee and his/her personnel file shall so note.
- 6.3 The overall time accumulated for a part-time Employee shall be credited toward his/her probationary period and pay schedule in accordance with appropriate wage schedule.
- 6.4 Upon completion of the first six (6) months of the probationary period, Employees shall be advanced one (1) increment on the Salary Schedule and shall be advanced an additional increment each year thereafter until they reach the maximum.
- During the probationary period, Employees shall be entitled to all fringe benefits specified elsewhere in this Agreement. Employees shall not, however, be entitled to use paid sick leave the first six (6) months of employment; but upon completion of the first six (6) months, Employees shall be credited with six (6) days of sick leave.

- 6.6 An Employee who has been awarded a posted position shall serve a trial period of sixty (60) working days. During such trial period, either the Employer or the Employee may request that the Employee be returned to his/her former position.
- 6.7 Upon promotion to a high classification, an Employee's rate of pay shall be increased to a minimum rate of the higher classification. If the Employee's present rate meets or exceeds the minimum rate for the higher classification, the Employee's rate of pay shall be increased to the next step in the new classification that is higher than his/her present rate regardless of the length of time since the last wage increase received by the Employee.
- 6.8 When an Employee is demoted or accepts a position in a lower classification, the individual shall be placed in the step of the classification that will result in the least amount of decrease in pay.

ARTICLE VII WAGES AND LONGEVITY

7.1 The classification and wages covered by this Agreement are contained in Appendixes A, B, C, D and E. The effective dates are as follows:

Appendix A - January 1, 2008 Appendix B - July 1, 2008 Appendix C - January 1, 2009 Appendix D - January 1, 2010 Appendix E - July 1, 2010

- 7.2 **Longevity.** All Employees covered by this Agreement shall be entitled to longevity pay in accordance with the following schedule and conditions:
 - 7.21 Employees who have completed sixty (60) months of continuous service shall, beginning on the sixty-first (61st) month, become entitled to longevity pay at the rate of ten dollars (\$10.00) per month.
 - 7.22 On each anniversary date of employment thereafter, Employees shall become entitled to additional longevity pay in the amount of one dollar and twenty-five cents (\$1.25) per month for each additional year of continuous service up to a maximum of thirty-three dollars and seventy five cents (\$33.75) per month beginning with the two hundred and eighty-eighth (288th) month of service.
 - 7.23 Eligibility for longevity payments shall be determined as of November 1st of any calendar year. Longevity payments shall be made on an annual basis between December 1 and December 10 of each year to all Employees who are on the payroll as of that time.
 - 7.24 In the event that an eligible Employee should retire or die, his or her heirs shall receive longevity payments due as of the last date of employment and said payments shall be made at the time of retirement or death.

- 7.3 New Employees shall be hired at the starting step of their job classification and shall progress through the rate range in accordance with their length of service.
- 7.4 Newly hired employees will be paid by direct payroll deposit.

ARTICLE VIII INSURANCE AND RETIREMENT

- 8.1 **Health Insurance.** Effective January 1, 2003, or as soon as possible thereafter, the County will switch carriers to the Wisconsin Public Employers' Group Health Insurance Plan. The County agrees to pay ninety-five percent (95%) of the premium rate of the least costly qualified health insurance plan in Dodge County's service area toward the monthly premium for either single or family coverage with the Employee paying the remaining five percent (5%) for full-time Employees who participate in the program and a pro-rated premium for regular part-time Employees. Effective December 31, 2004 the County will pay one-hundred-five percent (105%) of the premium rate of the lowest cost qualified plan in Dodge County for either single or family coverage. The Employer may obtain the existing coverage from the carrier of its choice; but in the event a change of carrier is made, the Employer must obtain coverage which is equal to or better than that which is currently in effect.
 - 8.11 Employees who retire and/or upon death of the Employee, the Employee's spouse and eligible dependents shall be allowed to continue in the group health insurance program; provided they pay the premiums in advance to the County and participate in all parts of Medicare as soon as eligible.
 - During the period of time that Dodge County participates in the Wisconsin Public Employers' Group Health Insurance Plan, employees who retire and/or dependents must meet eligibility and participation requirements established by the state health plan.
- 8.2 **Dental Insurance.** The County will continue dental insurance with a maximum limit of \$1,000.00 per participant per calendar year; no deductibles; 100% payment of diagnostic, preventative, ancillary and regular restorative; 80% payment of oral surgery, endodontics, periodontics and 50% payment of precious metal, prosthodontics and orthodontics with a separate \$1,000.00 lifetime maximum per participant. The County agrees to pay seventy-seven dollars and sixty-six cents (\$77.66) per month toward the premium for family coverage and twenty-four dollars and twenty-two cents (\$24.22) per month toward the premium for single coverage for full-time Employees who participate in the program and a prorated premium for regular part-time Employees. The above rates will remain the same for the term of this contract.
- 8.3 **Life Insurance.** The County will continue to participate in a life insurance program with present benefits and to contribute its required share of the premium.
 - 8.31 The County will offer a Spouse and Dependent Life Insurance Plan with the cost to be paid entirely by the Employee.
 - 8.32 The County will offer an additional Life Insurance Plan under which an Employee eligible for the basic plan may double the amount of coverage with the additional cost to be paid entirely by the Employee.

- 8.4 **Voluntary Long-term Disability.** Employees will be allowed to enroll in a voluntary long-term disability plan and pay their premiums through payroll deduction. The employee shall pay the full premium.
- 8.5 **Wisconsin Retirement Fund.** Each Employee shall be a participant of the Wisconsin Retirement Fund as provided by the Wisconsin Statutes and rules established by the Wisconsin Retirement Fund Board. The county will pay up to six and four-tenths percent (6.4%) of salary for non-protective Employees and up to seven percent (7%) of salary for protective Employees toward the required Employee contribution to said fund.

8.6 Worker's Compensation.

- 8.61 In the event an Employee is injured while at work and consequently is eligible for Worker's Compensation benefits, such Employee will continue to receive the difference between Worker's Compensation and full net pay up to a maximum of 24 months subject to the following conditions:
 - a. The Employee reports any job-related accident or injury to the Employer immediately.
 - b. His/her physician authorizes the Employee's absence due to such injury and such authorization is presented to the Employer within 24 hours of the examination by the physician.
 - c. Authorization of continued absence is presented to the Employer within 24 hours of each subsequent visit.
 - d. The Employee shall comply with the medical treatment plan prescribed by the treating physician.
 - e. The Employee shall attend any independent medical exam requested by the Employer in order to further evaluate the work-related injury.
 - f. Notice must be given to the Employer prior to choosing a second attending physician.
- 8.62 In the event an Employee is not absent from work long enough to be eligible for Worker's Compensation benefits, the Employee may use accumulated sick leave, vacation or compensatory time for such days absent.
- 8.63 In the event of a contested claim, benefits shall be held in abeyance until the claim is settled. During that period, the Employee may use accumulated sick leave, vacation or compensatory time.

If the claim is settled in favor of the Employee, any accumulated time used will be reinstated to the Employee's accounts and a lump sum payment will be made for unpaid time.

- 8.64 Employees absent longer than 24 months due to a work related injury will receive two-thirds (2/3) of their average weekly wage at the time of the injury, untaxed until an end of healing has been established by the physician.
- 8.65 The Employer shall continue to pay the premium for the hospitalization, surgical insurance and the group life insurance in accordance with Article 8.1, for those Employees who are eligible for and receiving Worker's Compensation benefits.
- 8.66 There shall be no deductions from or additions to an Employee's sick leave accumulation during the time the Employee is eligible for Worker's Compensation benefits.
- 8.67 An Employee shall continue to earn vacation credits during the time the Employee is eligible for Worker's Compensation benefits except that the total paid time per year (including Worker's Compensation benefits) shall not exceed fifty-two (52) weeks.

ARTICLE IX HOLIDAYS

9.1 Each Employee shall be granted the following holidays off with pay:

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

- 9.2 Holiday pay shall be based upon eight (8) hours pay for each day.
- 9.3 Employees required to work on any of the holidays set forth herein shall be entitled to receive straight-time pay for the hours worked plus a compensatory day and one-half (1-1/2) off or twelve (12) hours pay at the Employee's option. The compensatory day is to be selected by the Employee, subject to the approval of the Sheriff or his/her delegated assistant.
- 9.4 Employees not scheduled to work on one or more of the holidays set forth herein shall receive one (1) compensatory day off for each holiday not worked to be selected by the Employee, subject to the approval of the Sheriff or his delegated assistant.
- 9.5 Employees who normally work Monday through Friday shall observe holidays falling on a Saturday or Sunday on the following Monday. If the day before Christmas or New Year's shall fall on a Saturday or Sunday, they shall be observed on the proceeding Friday.

ARTICLE X VACATIONS

- 10.1 Regular full-time Employees shall earn paid vacations based upon their anniversary date of employment in accordance with the following schedule:
 - After one (1) year of employment two (2) weeks vacation
 - After seven (7) years of employment three (3) weeks vacation.
 - Commencing with the fourteenth (14th) anniversary date of employment, Employees shall earn one (1) additional day of vacation for each additional year of employment up to a maximum of five (5) weeks after twenty-three (23) years of employment.
 - 10.11 Employees who do not use up their holidays, eat days, or vacation may convert up to eighty (80) hours per year total to their compensatory time. Such conversion will be done no later than the last full timesheet for December.
- 10.2 Vacation pay shall be based upon his/her weekly earnings. Five (5) working days shall equal one (1) week of vacation.
- 10.3 Vacations may be taken one (1) day at a time.
- 10.4 The number of Employees on vacation within a given classification at one time shall be determined by the Sheriff or his/her delegated assistant.
- 10.5 Choice of vacation time within a given classification shall be selected for periods of one (1) week at a time based upon seniority.
- 10.6 Vacation schedules shall be posted by the previous December 1st of each year.
- 10.7 Employees hired after January 1, 1979 must take all their vacation days off within twelve (12) months of the anniversary date they are earned.
- 10.8 Although vacation is earned upon an Employee's anniversary date, the present procedure of allowing Employees hired prior to January 1, 1979 to take their vacation between January 1 and December 31 of the year in which it is being earned shall be continued. An Employee who terminates employment prior to their anniversary date shall have unearned vacation prorated and deducted from the Employee's pay.
- 10.9 If termination occurs prior to one (1) full year of employment, the Employee is not eligible for vacation.
- 10.10 An Employee on vacation may switch to sick leave while on vacation or use sick leave following vacation, providing the Department is notified immediately and there is a doctor's verification of illness.

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ARTICLE XI SICK LEAVE

- All permanent Employees shall be entitled to paid sick leave. Sick leave shall accumulate at the rate of one (1) day for each month of regular full-time employment (including the probationary period) up to a maximum of one hundred twenty (120) days.
 - 11.11 Employees who have accumulated the one hundred twenty (120) days of sick leave shall continue to earn sick leave, which shall be placed into their emergency sick leave bank. These banked days may be used if the Employee has exhausted his or her normal sick leave and is under a verified doctor's or chiropractor's care for serious illness or injury. Accumulation of days for the emergency bank shall be effective as of January 1, 1979. Days in the emergency sick leave bank shall not be subject to the pay-out provision in Section 11.4.
- 11.2 Sick leave benefits shall be paid at the regular hourly rate received by the Employee at the time of illness or injury. Sick leave benefits shall be paid up to the extent of an Employee's accumulation of all bona fide injury or illness, excepting only those cases for which an Employee would be entitled to receive Worker's Compensation benefits.
- 11.3 A doctor's or chiropractor's certificate may be required to substantiate the use of sick leave.
- 11.4 Except for discharge for just cause, Employees who terminate employment shall be paid out of their accumulated sick leave as follows:

After five (5) years of service	20%
After ten (10) years of service	30%
After fifteen (15) years of service	50%
After twenty (20) years of service	60%

Upon death, such amount shall be paid into the Employee's estate.

11.5 The County of Dodge will provide for conversion of accumulated sick leave, as stipulated in Section 11.4, at the Employee's option to a credit, which will be used to pay for monthly health insurance premiums for an Employee and any eligible dependents after his/her retirement/death.

When said Fund is depleted, the Employee or spouse may continue in the program, provided he/she pays the amount of the premium to the County in advance and participates in all parts of Medicare as soon as eligible. If the Employee options to take payment, the payment will be in a lump sum.

During the period of time that Dodge County participates in the Wisconsin Public Employers' Group Health Insurance Plan, employees who retire and/or dependents must meet eligibility and participation requirements established by the state health plan.

11.51 This section of the agreement is put into place on a trial basis for the period of January 1, 2006 through December 31, 2010. Inclusion of this language in a succeeding contract shall be treated as a completely new issue, which must be presented by one

party or the other when proposals are exchanged if it is to be considered for inclusion in the next agreement.

During the term of the agreement regarding this section, January 1, 2006 through December 31, 2010, Sections 11.4 and 11.5 above shall not pertain in any way to Employees who terminate employment and are eligible to retire from service, and only the provisions of this section shall define the disposition of accrued sick leave for those employees.

Employees who terminate employment with Dodge County between January 1, 2006 through December 31, 2010, and who are eligible to receive a retirement annuity under the provisions of the Wisconsin Retirement Plan, will have eighty percent (80%) of their accumulated sick leave (up to the contract maximum of 120 days) placed into a deposit account designated by the County, which shall be a post-employment health plan if available. The money in that account shall be restricted to the payment of insurance premiums. If the Employee dies prior to the depletion of the account, then the surviving spouse and/or dependents who are participating in the retiree's insurance plan must use the remaining monies in the account for insurance premiums. There can be no exceptions to this policy for persons eligible to retire during the term of this agreement or the tax-exempt status of any and all funds set aside in such deposit accounts will be negated. If the retired Employee and his or her eligible dependent(s) should die prior to the depletion of the account, the remaining monies in the account will be divided equally among other retirees who have monies in deposit accounts created under the provisions of this section.

- An Employee eligible for sick leave may be authorized to use sick leave up to three (3) days with pay due to illness or injury to the immediate family (spouse, children, or parent of the Employee) that would require the presence of the Employee on prior written request of the physician. Under special circumstances and approval of the Department head, an Employee may be granted additional sick leave up to three (3) more days.
- 11.7 If the Employee dies prior to termination or retirement, payment will be made to the employee's estate in the same percentages as provided in paragraph 11.4.

ARTICLE XII LEAVE OF ABSENCE

- 12.1 Leaves of absence without pay for periods not to exceed six (6) months in any one (1) year may be granted by the Employer to any full-time Employee upon written request of the Employee. Upon expiration of the leave of absence, the Employee shall be entitled to be reinstated to the position in which he/she was employed at the time the leave was granted or a position of comparable classification providing there is such a vacancy.
 - 12.11 Seniority shall continue to accrue during the first calendar month of any approved leave of absence.

- 12.12 Employees on approved leave of absence shall not, as a condition of such leave, seek or accept employment elsewhere.
- 12.13 Any leave of absence granted by the Employer shall be evidenced in writing.
- 12.14 During an unpaid leave of absence, there shall be no additions to an individual's vacation or sick leave benefits.
- 12.2 **Maternity Leave.** A leave due to pregnancy shall be treated the same as a medical leave as defined in Article 12.6 of this Agreement.
- 12.3 **Military Leave.** Leaves of absence without pay shall be automatically granted all full-time Employees who are called or volunteer for military service, providing the application for re-employment is made within ninety (90) days of discharge.
 - Existing Employees serving in the National Guard or other branches of the Armed Forces shall be entitled to not more than two (2) weeks (ten [10] days) leave of absence without pay in any one (1) year while on active duty; providing the Employee turns in his/her check stub for pay received from the military during this period, excluding expenses and pay received for holidays, Saturdays and Sundays and said Employee will receive the amount over and above the military pay amount equal to the gross amount of their regular pay.
- 12.4 **Jury Duty.** Employees called for jury duty shall be entitled to receive lost pay; provided that they deposit any compensation received for such duty, excluding mileage allowance, with the Employer and receive a receipt for said deposit.
- Bereavement Leave. Employees shall be entitled to up to three (3) days of bereavement leave in the event of the death of an Employee's spouse, child, parent, brother or sister. Two (2) days of bereavement leave shall be allowed in the event of the death of an Employee's stepparent or stepchild. One (1) day of bereavement leave shall be allowed in the event of death of an Employee's mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent or grandchild of Employee or spouse. If additional leave time is required beyond that specified in this Section, such additional leave may be taken and deducted from the Employee's sick leave, compensatory time or vacation accumulation.
- 12.6 **Medical Leave.** An Employee who has exhausted his/her sick leave accumulation and is unable to return to work due to illness or injury shall be granted, upon written request to the Department in charge accompanied by a physician's or chiropractor's certification stating that the leave is necessitated by the disability of the Employee, a leave of absence for a period not to exceed six (6) months. A physician's or chiropractor's certificate may be required from time to time to substantiate the need for continuing a leave of absence.
 - While on approved medical leave of absence as per Section 12.6 of this Agreement, the Employer shall continue to pay toward health insurance as provided in Section 8.1 and group life insurance for those Employees who have exhausted their sick leave and compensatory time and are still unable to return to work.

ARTICLE XIII TERMINATION OF BENEFITS

- Employees who properly terminate their employment shall receive pay for all accrued vacation, holidays and compensatory time which is due them on the date of termination; provided that at least two (2) weeks written notice is submitted and provided further that the Employees are not terminated for just cause.
- Employees who retire or become disabled and are eligible to receive Wisconsin Retirement Fund annuity or Social Security shall receive pay for all accrued vacation, holidays or compensatory time.
 - 13.21 The heirs of Employees who die shall receive all of the above referred to termination pay plus their regular pay for the balance of the month during which they die.

ARTICLE XIV SENIORITY RIGHTS

- 14.1 It shall be the policy of the Employer to recognize seniority.
- 14.2 There shall be four (4) types of seniority: Countywide, bargaining unit, divisional and classification.
- 14.3 Seniority shall be defined as the length of time that an Employee has been employed, dating from his/her most recent date of hire, or his/her most recent date of transfer into the bargaining unit, a division and/or classification, and excluding any unpaid leaves of absence except as hereinafter provided.
- 14.4 Bargaining unit seniority shall apply in job postings. Divisional and classification seniority shall apply in lay-offs and recalls from lay-off. Classification seniority shall apply in shift selection and vacation selection as herein provided.
 - Seniority shall be used as a consideration in promotions and transfers, but shall not be the sole basis on which promotions or transfers are granted.
- 14.5 Work unit classifications are as follows:

A. Communications Division

- 1. Sergeant
- 2. Communication Officer
- 3. Communication Technician
- 4. Communication Officer Relief
- 5. Information Systems Specialist

B. **Jail Division**

1. Corporal

- 2. Corporal Relief
- 3. Corrections Officer
- 4. Corrections Officer Relief
- 5. Jail Program Specialist Relief

C. Clerical Support Division

- 1. Deputy Secretary
- Job Posting. Whenever a vacancy occurs or it is known that a promotion or a new position will be created, the vacancy shall be posted on all bulletin boards for a period of five (5) workdays, excluding Saturday, Sunday and holidays.
 - 14.61 Shift vacancies shall be posted first and shall be filled from Employees within the classification and division and thereafter, remaining vacancies shall be posted. Shift changes may be posted for a shorter period with the approval of the Union. One posting will be utilized to fill all vacancies created initially on a specific shift by one position opening.
 - 14.62 Employees may apply for such position during this period by signing the posting.
 - 14.63 All Employees seeking a change in classification shall be tested and shall be subject to examination by the Civil Service Commission.
 - 14.64 All vacant bargaining unit positions not filled by the posting procedure shall be filled from established position eligibility lists as approved by the Civil Service Commission and provided by the Human Resources Department.
- 14.7 **Layoff and Recall.** In the event that the Employer reduces its work force, the following shall apply:
 - 14.71 When it is necessary to layoff an employee in a classification, the Employee with the least seniority in that classification shall be laid off first, providing that the remaining Employees are qualified to carry on the Employer's usual operation.

The employee who is to be laid off will be allowed to bump a less senior employee in a different classification provided the employee who is bumping is able to perform the operations of that classification, qualifies for the position under Civil Service requirements, and currently meets the certifications and qualifications (i.e., correctional officer training, etc.) required by the department. The employee who is being bumped will be afforded the same bumping opportunity.

If an employee cannot or chooses not to bump a less senior employee, the employee will be placed on layoff for period of up to fifteen (15) months.

14.72 When the County chooses to fill a vacancy on a regular, on going basis while there is an employee on layoff, equal consideration will be given to the most senior employee on layoff who held that classification at the time of layoff and employees who are actively employed in that classification who sign the job posting.

If there is no employee on layoff from a position which management chooses to fill on a regular basis, equal consideration will be given to employees who are actively employed who sign the job posting and employees on layoff. Consideration will be given to the employee's skill, ability and seniority. Where all factors are equal, the employee with the greatest seniority will be entitled to preference.

- 14.73 An employee will be notified of recall to a position by certified mail. Employees shall notify the County of any change of address while on layoff and shall lose all seniority after a failed attempt to notify the employee of recall as a result of an out-of-date address.
- 14.74 An employee must notify the County of his/her intent to return to work from layoff within three (3) days of receipt of the recall letter, exclusive of Saturdays, Sundays and holidays. The employee will be required to return to work within seven (7) calendar days after receipt of the recall letter. This seven (7) day period will extended up to a maximum of fourteen (14) calendar days if the employee needs that time to give notice to a present employer or other mutually agreed upon reason. This time period may be extended by the County if the return to work date is determined to be beyond the one or two week period described herein. An employee who does not notify the County of his/her intent to return to work, or who does not return to work within the specified time periods loses all seniority rights and his/her employment will be terminated.
- 14.75 Employees laid off under this Section shall retain all seniority rights for a period of fifteen (15) months, provided that they respond to any request to return to work made during this time.
- 14.8 An Employee who quits, is discharged for just cause, is absent from work for three (3) consecutive working days without notification to the Employer (unless unable to notify for physical or other legitimate reasons) or fails to notify the employer following receipt of a recall notice, or fails to report for recall per section 14.73, shall lose all prior seniority, except if reinstated under Article XV.
- 14.9 The County will maintain a seniority roster which shall be posted by division and department and be brought up-to-date on March 1 and September 1 of each year. The roster shall list all of the Employees in the bargaining unit and shall show the number of months of credited seniority.
- 14.10 When two or more employees are hired on the same day, an initial seniority ranking as determined by the Sheriff or his/her designee will determine their order of seniority. The department will inform the Union President at the time of hiring of where these employees rank for seniority purposes.

ARTICLE XV GRIEVANCE PROCEDURE

- 15.1 **Grievance.** A grievance is defined as any matter involving the interpretation, application or enforcement of the terms of this Agreement.
- 15.2 **Procedure.** Grievances shall be presented in the following manner: (Time limits set forth shall be exclusive of Saturday, Sunday or holidays.)
 - 15.21 The Employer and/or the Grievance Committee representative shall take the grievance up orally with the Employee's immediate supervisor within twenty (20) days after the Employee knew or should have known of the event-giving rise to the grievance. The Supervisor shall attempt to make a mutually satisfactory adjustment of the matter and in any event shall be required to give an answer within seventy-two (72) hours.
 - The grievance shall be considered settled in 15.21 unless within five (5) days from the date of the supervisor's answer the grievance is presented in writing to the Chief Deputy. The Chief Deputy shall attempt to make a mutually satisfactory adjustment of the matter and in any event shall be required to give an answer within seventy-two (72) hours.
 - 15.23 The grievance shall be considered settled in 15.22 unless within five (5) days from the date of the Chief Deputy's written answer the grievance is presented in writing to the Human Resources and Labor Negotiations Committee. The Human Resources and Labor Negotiations Committee shall meet within two (2) weeks after receipt of the grievance and shall submit a written answer to the Grievance Committee, the Employee or his representative within five (5) days.
- Arbitration. If a satisfactory settlement is not reached as outlined in 15.23 above, the Union may, within ten (10) days after the last response in writing is received or due, appeal the grievance to arbitration by written notification to the County Human Resources Director that the Union is appealing the grievance to arbitration. Within fourteen (14) calendar days of giving such notice to the Human Resources Director, the Union and the Human Resources Director shall select a staff member of the Wisconsin Employment Relations Commission (WERC) and shall jointly request the WERC to appoint that person as the arbitrator to hear the grievance. The decision of the arbitrator shall be final and binding on both parties. In rendering the arbitrator's decision, the arbitrator shall neither add to, detract from, nor modify any of the provisions of this Agreement.

The selection of the WERC staff member shall be as follows: Each party shall submit the names of three (3) WERC staff members; if both parties submit the same name, that person will be considered the selected staff member; if there are no matches, one of the names will be drawn by lot and discarded from further consideration, and the parties will alternatively strike (the order determined by a coin toss) from a list of remaining names until one name remains, who will then be considered the selected staff member.

- 15.31 **Costs.** Each party shall share equally the cost, if any, of the arbitrator.
- 15.32 The filing party in arbitration requests will pay the W.E.R.C. fee.
- 15.33 **Time Limits.** Time limits set forth in this Article may be extended by mutual agreement in writing.

Payment of Employees. The County will allow the grievant, two (2) Union officers and any witnesses time off from work with pay for attendance at grievance hearings. The County will allow individuals named in the complaint and mutually agreeable witnesses time off from work with pay for attendance at court hearings involving litigation between Dodge County and Union Employees of the County.

ARTICLE XVI UNIFORM ALLOWANCE

16.1 The County shall furnish the following to new Employees:

Corrections Officer and Jail Program Specialist: Badges (without individual's name) and handcuffs.

Deputy Secretary/Communications Officer: Badges (without individual's name)

Employees shall be responsible for items listed above and return them to the County upon termination of employment.

- 16.11 All uniformed personnel shall be furnished one (1) extra badge.
- Each regular Employee shall receive an annual cash allowance for the purchase of uniforms in the amount of three hundred seventy-five dollars (\$375.00). Uniform allowance will be increased from \$375.00 to \$400.00 in 2009 and \$425.00 in 2010.

The County will provide a one time \$175.00 uniform allowance to Correctional Officers and any other employees who wear Class A or Class B uniforms to purchase approved outer wear that, effective July 1, 2008, must be worn with Class A and Class B uniforms whenever outerwear is needed. Additionally, the County will issue handcuff cases and OC spray holders to employees as needed.

- All newly hired Employees shall receive a proration of their first annual uniform allowance at the time of hire and in addition two hundred dollars (\$200.00).
- 16.4 The uniform allowance as noted above shall be used for replacement, repair and dry cleaning caused by normal wear.
- 16.5 If the uniform, equipment or personal belongings of the Employee is damaged, broken or destroyed in the course of their duties said articles shall be given to the County. The County shall repair or replace such articles at their value when purchased at no cost to the Employee; not to be deducted from the uniform allowance excluding cosmetic and jewelry items. Watches are limited to \$40.00 and glasses \$100.00.
- 16.6 If an Employee terminates employment during the year, the uniform allowance shall be prorated and if any Employee has used more than the prorate, he/she shall repay the County the difference.

ARTICLE XVII MILEAGE REIMBURSEMENT

17.1 **Car Travel.** The current mileage reimbursement rate shall be the rate as approved by the Dodge County Board of Supervisors. In the event the Dodge County Board of Supervisors increases the mileage reimbursement rate, the new rate will be implemented for members of the bargaining unit on the effective date of approval.

ARTICLE XVIII EDUCATIONAL REIMBURSEMENT

- 18.1 The Employer will reimburse certain educational costs and expenses for Employees participating in courses approved by the Sheriff during the term of this Agreement to the following extent:
 - 18.11 The course must be approved in advance as a participating course by the Department.
 - 18.12 The Employer will contribute two-thirds (2/3) of the cost of the tuition to a maximum of five hundred dollars (\$500.00) per year.
 - 18.13 The Employer shall contribute two-thirds (2/3) of the cost of books and supplies for approved courses.
 - 18.14 Payment for such reimbursement portion of the Employer's contribution will be made to the Employee involved as soon as possible following evidence of satisfactory completion of the course, defined as a Grade C or better.

ARTICLE XIX STRIKE OR LOCKOUT

19.1 During the term of this Agreement, the parties hereto agree not to engage in any strike or lockout or support same in any way. The parties recognize provisions of Wisconsin Statutes prohibiting strikes by public employees. In the event any Employee who is a member of the unit shall violate this Section and shall not immediately return to work when directed by the Employer, such Employee or Employees may be summarily dismissed and such dismissal shall not be subject to any grievance procedure as contained in this Agreement. Such action shall, in addition, not bar the Employer from any further action.

ARTICLE XX MISCELLANEOUS

- 20.1 Should any of the provisions of this Agreement be found to be in violation of any law, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. The Union and the County shall negotiate any areas found in violation.
- The following named individuals will continue under the hazardous position formula as specified by State Statute, per previous agreement: Dale Marks and Michael Harmsen.
- 20.3 The County and the Union have agreed that the County may establish a mandatory drug testing policy that includes pre-employment, random and for cause testing.

ARTICLE XXI TERMINATION AND DURATION

21.1 This Agreement shall be effective as of the 1st day of January, 2008 and shall remain in force and effect through December 31, 2010 and shall automatically renew itself from year to year unless either party notifies the other in writing on or before August 1, 2010 or August 1 of any subsequent year that it desires to alter or amend this Agreement.

This Agreement shall remain in full force and effect during negotiations unless either party shall give notice of termination as hereinafter provided.

21.2 Either party may, at any time, give to the other party written notice of its intention not to extend the term of the Contract. Such notices must be submitted at least ten (10) days prior to the intended date after which the Contract term will not be extended and in no instance can the term expire prior to December 31, 2010.

Executed this 20th day of May, 2008.

FOR DODGE COUNTY HUMAN RESOURCES AND LABOR NEGOTIATIONS COMMITTEE FOR DODGE COUNTY SHERIFFS DEPARTMENT NON-SWORN EMPLOYEESLOCAL 1323-E AFSCME, AFL-CIO

Ray Seaholm, Chairman	Dale Oestreich, President
Harold Johnson	Janice K. Bobholz, Executive Board
Robert Ballweg	Stacy Hasenstab, Executive Board
Kenneth Neumann	David A. Hagen, V. President/Treasurer
Donna Maly	Debra L. Werner-Lindert
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APPENDIX "A" January 1, 2008 Dodge County Sheriffs Department Non-Sworn Employees Local 1323-E

	Hours per Week	Start	6 Mos.	18 Mos.	30 Mos.
Sergeant	40				23.93
	37.5				25.05
Corporal	37.5	21.98	22.63	23.31	23.93
Corporal - Relief					
Communication Technician	40	20.71	21.34	21.98	22.57
Communication Officer	37.5	21.37	21.98	22.58	23.17
	40	20.04	20.60	21.17	21.72
Information Systems Specialist	40	21.66	22.25	22.87	23.44
Corrections Officer Corrections Officer - Relief	37.5	21.00	21.67	22.32	22.94
Jail Program Specialist – Relief	37.5	21.00	21.67	22.32	22.94
Deputy Secretary	40	16.59	17.16	17.73	18.29

APPENDIX "B" July 1, 2008 Dodge County Sheriffs Department Non-Sworn Employees Local 1323-E

	Hours per Week	Start	6 Mos.	18 Mos.	30 Mos.
Sergeant	40				24.05
	37.5				25.18
Corporal – Relief	37.5	22.09	22.74	23.43	24.05
Communication Technician	40	20.81	21.45	22.09	22.68
Communication Officer	37.5	21.48	22.09	22.69	23.29
	40	20.14	20.70	21.28	21.83
Information Systems Specialist	40	21.77	22.36	22.98	23.56
Corrections Officer Corrections Officer - Relief	37.5	21.11	21.78	22.43	23.05
Jail Program Specialist	37.5	21.11	21.78	22.43	23.05
Deputy Secretary	40	16.67	17.25	17.82	18.38

APPENDIX "C" January 1, 2009 Dodge County Sheriffs Department Non-Sworn Employees Local 1323-E

	Hours per Week	Start	6 Mos.	18 Mos.	30 Mos.
Sergeant	40				24.77
	37.5				25.94
Corporal – Relief	37.5	22.75	23.42	24.13	24.77
Communication Technician	40	21.43	22.09	22.75	23.36
Communication Officer	37.5	22.12	22.75	23.37	23.99
	40	20.74	21.32	21.92	22.48
Information Systems Specialist	40	22.42	23.03	23.67	24.27
Corrections Officer Corrections Officer - Relief	37.5	21.74	22.43	23.10	23.74
Jail Program Specialist	37.5	21.74	22.43	23.10	23.74
Deputy Secretary	40	17.17	17.77	18.35	18.93

APPENDIX "D" January 1, 2010 Dodge County Sheriffs Department Non-Sworn Employees Local 1323-E

	Hours per Week	Start	6 Mos.	18 Mos.	30 Mos.
Sergeant	40				25.39
	37.5				26.59
Corporal – Relief	37.5	23.32	24.01	24.73	25.39
Communication Technician	40	21.97	22.64	23.32	23.94
Communication Officer	37.5	22.67	23.32	23.95	24.59
	40	21.26	21.85	22.47	23.04
Information Systems Specialist	40	22.98	23.61	24.26	24.88
Corrections Officer Corrections Officer - Relief	37.5	22.28	22.99	23.68	24.33
Jail Program Specialist	37.5	22.28	22.99	23.68	24.33
Deputy Secretary	40	17.60	18.21	18.81	19.40

APPENDIX "E" July 1, 2010 Dodge County Sheriffs Department Non-Sworn Employees Local 1323-E

	Hours per Week	Start	6 Mos.	18 Mos.	30 Mos.
Sergeant	40				25.52
	37.5				26.72
Corporal – Relief	37.5	23.44	24.13	24.85	25.52
Communication Technician	40	22.08	22.75	23.44	24.06
Communication Officer	37.5	22.78	23.44	24.07	24.71
	40	21.37	21.96	22.58	23.16
Information Systems Specialist	40	23.09	23.73	24.38	25.00
Corrections Officer Corrections Officer - Relief	37.5	22.39	23.10	23.80	24.45
Jail Program Specialist	37.5	22.39	23.10	23.80	24.45
Deputy Secretary	40	17.69	18.30	18.90	19.50

APPENDIX "F"

Part-Time Employees Dodge County Sheriffs Department Non-Sworn Employees Local 1323-E

If Dodge County hires part-time Employees within Local 1323-E, the following items will be in effect:

- 1. A part-time Employee is hereby defined as an Employee regularly scheduled to work at least twenty (20) hours per week. A part-time Employee who averages twenty (20) hours per week over any six (6) month period shall be eligible for fringe benefits.
- 2. Part-time Employees shall receive the rates of pay listed in Appendixes A and B based upon the number of hours said Employees work.
- 3. The average hours worked in the first six (6) months of any calendar year shall be used to determine the pro-ration of fringe benefits for the second (6) months and vice versa.
- 4. All part-time Employees shall be tested for their appropriate position before being hired.
- 5. Part-time Employees shall attain seniority in relationship to time worked. For the purpose of computing seniority, 162.5 hours shall be considered as one (1) month's seniority for Employees working a 37.5 hour workweek and 173.3 shall be considered as one (1) month's seniority for Employees working a forty (40) hour workweek.

APPENDIX "G"

MEMORANDUM OF UNDERSTANDING

Dodge County Sheriffs Department Non-Sworn Employees Local 1323-E Re: Section 302.41, Wisconsin Statutes

In the event an applicant applies for a Corrections Officer position or an Employee signs a posting for a Corrections Officer position and such applicant or Employee, in the County, cannot be allowed to work alone on any shift or portion thereof because of Section 302.41, Wisconsin Statutes, the parties agree to reopen Section 5.2 as it applies to Corrections Officers to negotiate a solution to the problem. If agreement cannot be reached, the parties agree to resolve the dispute by arbitration pursuant to Section 111.70, Wisconsin Statutes.

APPENDIX "H" MEMORANDUM OF UNDERSTANDING

Dodge County Sheriffs Department Non-Sworn Employees Local 1323-E Re: Union Business During Scheduled Working Hours

- A. In matters relating to the investigation, processing and presentation of a grievance during working hours, the following is agreed:
 - 1. One (1) Union official shall confer with the grievant for a "reasonable time."
 - 2. "Reasonable time" is to be determined as per the contract, i.e., approximately fifteen (15) minutes to one-half (½) hour per grievance.
 - 3. The union official shall request permission to conduct the meeting from supervision of both the union official and the grievant. Unless the time requested would pose a risk to security or proper coverage, the supervisor(s) will allow the meeting to occur at the time requested.
 - 4. If two (2) or more grievants are named in the grievance, the Union official shall confer with one (1) representative of the grievants during working hours that day.
 - 5. If the grievance matter is to be discussed at a meeting of the Union membership, the Union official who has been involved in the investigation, processing and presentation of the grievance may request to be allowed to attend the meeting if it is held during a time when that Union official is scheduled to work. "Reasonable time" for attending a business meeting will be considered to be up to one (1) hour. Unless the time requested would pose a risk to security or proper coverage, the supervisor(s) will grant the request of the Union official for a "reasonable time" as defined above.
- B. In matters relating to an employee or Union official who wishes to attend a Union business meeting during his/her working hours:
 - 1. Union officials will attempt to schedule business meetings at times and locations that are least disruptive to departmental operations, and which to the greatest extent possible minimize the number of union officials and other employees who must request to be excused from scheduled work in order to attend the meeting. Union officials will give consideration to scheduling business meetings at or near the Jail Facility and may rotate times to allow for the attendance of employees from different shifts.

- 2. The employee and/or union official may be approved to attend the meeting for a "reasonable time."
- 3. "Reasonable time" for attending a business meeting will be considered to be up to one (1) hour.
- 4. The employee and/or Union official shall request permission to attend the meeting from supervision of each employee and Union official. Unless the time requested would pose a risk to security or proper coverage (as determined solely by management), and provided the conditions described in paragraph B(1) of this section are met, the supervisor(s) will allow the employee and/or Union official to attend the meeting.
- 5. Employees and Union officials who are attending a Union Business Meeting, but are not in attendance as a representative on a grievance matter as in A(5) above, shall use personal time, i.e., vacation, compensatory time, holiday bank, eat days, etc., to cover the period of time the employee was absent from work.

Agreed this 4th day of April, 2001.

For Dodge County Personnel and Labor Negotiations Committee

For Dodge County Sheriffs Department Non-Sworn Employees Local 1323-E, AFSCME, AFL-CIO

- /s/ Ray Seaholm
- /s/ Paul Hauser
- /s/ Eugene D. Wurtz
- /s/ Emmet Weber
- /s/ Al Liddicoat

- /s/ Maureen E. Soblewski, Pres
- /s/ Michael Harmsen, VP
- /s/ Janice K. Bobholz, Treas
- /s/ Todd Lindert, Sec
- /s/ Chris Myers, Steward

APPENDIX "I" MEMORANDUM OF UNDERSTANDING BETWEEN DODGE COUNTY AND

DODGE COUNTY SHERIFF'S NON-SWORN EMPLOYEES, LOCAL 1323-E, AFSCME, AFL-CIO

RE: VACATION SCHEDULING

It is agreed and understood by the parties hereto that this document sets forth certain considerations that will be used in the determination of vacation schedules for Dodge County Sheriff's Non-sworn employees.

- 1. Seniority shall be used as a consideration in vacation selection.
- 2. The number of employees on vacation within a given classification at one time shall be determined by the Sheriff or his/her delegated assistant.
- 3. Vacation may be taken one (1) day at a time.
- 4. Choice of vacation time within a given classification shall be selected for periods of one (1) week at a time based upon seniority.
- 5. Vacation schedules for a calendar year shall be posted by December 1st of the prior year. Determination of which requests will receive priority consideration will be as follows:
 - a) Vacation requests of Corporals, Correctional Officers and Correctional Officers Relief shall be by evaluated for each shift separately, with consideration given to divisional seniority. Management reserves the right to modify the practice of pooling Corporals with Correctional Officers for the purpose of vacation selection if the need to do so should arise in the future.
 - b) Vacation requests of Jail Program Specialists shall be evaluated with consideration given to Classification Seniority.
 - c) Vacation requests of Communications Sergeants, Communications Officers and Communication Officers Relief shall be evaluated with consideration given to Divisional Seniority.
 - d) Vacation requests of Deputy Secretaries, shall be evaluated on a first-received basis. If two Deputy Secretaries submit requests for the same vacation time (prior to approval) and management determines that both requests cannot be honored, Divisional Seniority will be considered, unless a request is withdrawn by an employee.
 - e) Vacation requests of the Information Systems Specialist and the Communication Technician shall be evaluated on an individual basis.

6. Vacation and other time off requests received after December 1st of the prior year will be given consideration on a first-received basis. If multiple requests are received on the same date for the same vacation time or other time off request the above considerations (5a through 5e) will be given to the requests.

Agreed this 20th day of May, 2008.

FOR DODGE COUNTY HUMAN RESOURCES AND LABOR NEGOTIATIONS COMMITTEE FOR DODGE COUNTY SHERIFF'S DEPARTMENT NON-SWORN EMPLOYEESLOCAL 1323-E AFSCME, AFL-CIO

(Covered by signatures in main body of labor agreement.)