



AGENDA
EXECUTIVE COMMITTEE
REGULAR MEETING
MONDAY, FEBRUARY 4, 2019 – 3:00 PM
ADMINISTRATION CENTER - ROOM A-209 (CA CONFERENCE)
121 W. MAIN STREET, PORT WASHINGTON, WI 53074

1. CALL TO ORDER

Roll Call

2. PROPER NOTICE

3. PUBLIC COMMENTS, CORRESPONDENCE, COMMUNICATIONS

4. APPROVAL OF MINUTES

a. January 7, 2019

5. ACTION ITEMS

- a. Resolution: Authorizing the Sale of \$4,000,000 General Obligation Promissory Notes
- b. Resolution: Labor Agreement Ozaukee County Deputy Sheriff's Association 2019-2020
- c. Resolution: Amending the Ozaukee County Policy & Procedure Manual - 2019 Budget Wage Increases
- d. Autumn Open Partnership with United Way of Northern Ozaukee County

6. DISCUSSION ITEMS

- a. Revolving Loan Fund Update
- b. Project Fund Update
- c. Service Level Approach for 2020 Budget Update
- d. Schedule of County Board Meetings

7. COUNTY ADMINISTRATOR'S REPORT

8. COMMITTEE REPORTS

9. NEXT MEETING DATE

Monday, March 4, 2019

10. ADJOURNMENT

A quorum of members of committees or the full County Board of Ozaukee County may be in attendance at this meeting for purposes related to committee or board duties, however, no formal action will be taken by these committees or the board at this meeting.

Persons with disabilities requiring accommodations for attendance at this meeting should contact the County Clerk's Office at 262-284-8110, twenty-four (24) hours in advance of the meeting.

Executive Committee**AGENDA INFORMATION SHEET**

AGENDA DATE: February 4, 2019
DEPARTMENT: County Clerk
DIRECTOR: Julie Winkelhorst
PREPARER: Julie Winkelhorst

Agenda Summary January 7, 2019

http://www.co.ozaukee.wi.us/AgendaCenter/ViewFile/Minutes/_01072019-2471

RESOLUTION NO. (ID # 5373)

RESOLUTION AUTHORIZING THE SALE OF \$4,000,000 GENERAL OBLIGATION
PROMISSORY NOTES

WHEREAS, on January 16, 2019, the County Board of Supervisors of Ozaukee County, Wisconsin (the "County"), by a vote of more than three-fourths of the members-elect, adopted an initial resolution (the "Initial Resolution") authorizing the issuance of general obligation promissory notes (the "Notes") in an amount not to exceed \$4,000,000 for public purposes, including financing radio projects (the "Project"); and

WHEREAS, it is the finding of the County Board of Supervisors that it is necessary, desirable and in the best interest of the County to sell the Notes to Robert W. Baird & Co. Incorporated (the "Purchaser"), pursuant to the terms and conditions of its note purchase proposal attached hereto as Exhibit A and incorporated herein by this reference (the "Proposal").

NOW, THEREFORE, BE IT RESOLVED by the County Board of Supervisors of the County that:

Section 1. Sale of the Notes. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of FOUR MILLION DOLLARS (\$4,000,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal is hereby accepted and the Chairperson and County Clerk or other appropriate officers of the County are authorized and directed to execute an acceptance of the Proposal on behalf of the County. To evidence the obligation of the County, the Chairperson and County Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the County, the Notes aggregating the principal amount of FOUR MILLION DOLLARS (\$4,000,000) for the sum set forth on the Proposal, plus accrued interest to the date of delivery.

Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes"; shall be issued in the aggregate principal amount of \$4,000,000; shall be dated March 7, 2019; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on the dates and in the principal amounts set forth on the Pricing Summary attached hereto as Exhibit B-1 and incorporated herein by this reference. Interest shall be payable semi-annually on March 1 and September 1 of each year commencing on September 1, 2019. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Notes is set forth on the Debt Service Schedule attached hereto as Exhibit B-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Notes maturing on March 1, 2026 and thereafter are subject to redemption prior to maturity, at the option of the County, on March 1, 2025 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the County, and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

If the Proposal specifies that any of the Notes are subject to mandatory redemption, the terms of such mandatory redemption shall be set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference. Upon the optional redemption of any of the Notes subject to mandatory redemption, the principal amount of such Notes so redeemed shall be credited against the mandatory redemption payments established in Exhibit MRP for such Notes in such manner as the County shall direct.

Section 4. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit C and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the County are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the County a direct annual irrepealable tax in the years 2019 through 2028 for payments due in the years 2019 through 2029 in the amounts set forth on the Schedule. The amount of tax levied in the year 2019 shall be the total amount of debt service due on the Notes in the years 2019 and 2020; provided that the amount of such tax carried onto the tax rolls shall be abated by any amounts appropriated pursuant to subsection (D) below which are applied to payment of principal of or interest on the Notes in the year 2019.

(B) Tax Collection. So long as any part of the principal of or interest on the Notes remains unpaid, the County shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Notes, said tax shall be, from year to year, carried onto the tax roll of the County and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the County for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Notes when due, the requisite amounts shall be paid from other funds of the County then available, which sums shall be replaced upon the collection of the taxes herein levied.

(D) Appropriation. The County hereby appropriates from taxes levied in anticipation of the issuance of the Notes, proceeds of the Notes or other funds of the County on hand a sum sufficient to be irrevocably deposited in the segregated Debt Service Fund Account created below and used to pay debt service on the Notes coming due in 2019 as set forth on the Schedule.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the County, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the County may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Promissory Notes, dated March 7, 2019" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the County at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the County above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Notes until all such principal and interest has been paid in full and the Notes canceled; provided (i) the funds to provide for each payment of principal of and interest on the Notes prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Notes may be used to reduce the next succeeding tax levy, or may, at the option of the County, be invested by purchasing the Notes as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Notes have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the County, unless the County Board of Supervisors directs otherwise.

Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund separate and distinct from all other funds of the County and disbursed solely for the purpose or purposes for which borrowed or for the payment of the principal of and the interest on the Notes. In no event shall monies in the Borrowed Money Fund be used to fund operating expenses of the general fund of the County or of any special revenue fund of the County that is supported by property taxes. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Notes have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code or the

Regulations and an officer of the County, charged with the responsibility for issuing the Notes, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Notes to the Purchaser which will permit the conclusion that the Notes are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws.

(a) The County represents and covenants that the projects financed by the Notes and the ownership, management and use of the projects will not cause the Notes to be "private activity bonds" within the meaning of Section 141 of the Code. The County further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Notes including, if applicable, the rebate requirements of Section 148(f) of the Code. The County further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Notes) if taking, permitting or omitting to take such action would cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Notes to be included in the gross income of the recipients thereof for federal income tax purposes. The County Clerk or other officer of the County charged with the responsibility of issuing the Notes shall provide an appropriate certificate of the County certifying that the County can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The County also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Notes provided that in meeting such requirements the County will do so only to the extent consistent with the proceedings authorizing the Notes and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Designation as Qualified Tax-Exempt Obligations. The Notes are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265 of the Code, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Section 11. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the County by the manual or facsimile signatures of the Chairperson and County Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the County of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the County has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The County hereby authorizes the officers and agents of the County to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance

Section 12. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by the County Clerk or the County Treasurer (the "Fiscal Agent").

Section 13. Persons Treated as Owners; Transfer of Notes. The County shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Chairperson and County Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

The County shall cooperate in any such transfer, and the Chairperson and County Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

Section 14. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the County at the close of business on the Record Date.

Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the County agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the County Clerk or other authorized representative of the County is authorized and directed to execute and deliver to DTC on behalf of the County to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the County Clerk's office.

Section 16. Official Statement. The County Board of Supervisors hereby approves the Preliminary Official Statement with respect to the Notes and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the County in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate County official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The County Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 17. Undertaking to Provide Continuing Disclosure. The County hereby

covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the County to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

To the extent required under the Rule, the Chairperson and County Clerk, or other officer of the County charged with the responsibility for issuing the Notes, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the County's Undertaking.

Section 18. Record Book. The County Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 19. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the County are authorized to take all actions necessary to obtain such municipal bond insurance. The Chairperson and County Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Chairperson and County Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 20. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the County Board of Supervisors or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Dated at Port Washington, Wisconsin, this 6th day of February 2019.

SUMMARY: Authorizing the Sale of \$4,000,000 General Obligation Promissory Notes.

VOTE REQUIRED: Majority

EXECUTIVE COMMITTEE

Executive Committee

AGENDA INFORMATION SHEET

AGENDA DATE:	February 4, 2019
DEPARTMENT:	Administrator
DIRECTOR:	Jason Dzwinel
PREPARER:	Jason Dzwinel

Agenda Summary Resolution Authorizing the Sale of \$4,000,000 General Obligation Promissory Notes

BACKGROUND INFORMATION: This is a resolution authorizing the sale of \$4,000,000 of general obligation debt to fund the second phase of the radio upgrade project.

ANALYSIS: The project has \$3,800,000 in expenses remaining under the contract. The Finance Committee recently approved a change order of \$117,000 to fund the purchase of dual band radios for the Ozaukee Fire Service. The remaining funds will be held in contingency pending completion of the project. If not required to complete the project the \$83,000 in funds may be used to fund a portion of the debt payment or a similar project.

FISCAL IMPACT: The 2019 budget assumes a payment of \$200,000, the totally payment will increase to approximately \$480,000 over the 10 years of the note.

FUNDING SOURCE: County Debt Levy

RECOMMENDED MOTION: Staff respectfully requests that the Executive Committee approve the resolution authorizing the sale of \$4,000,000 in general obligation promissory notes.

RESOLUTION NO. (ID # 5375)

LABOR AGREEMENT OZAUKEE COUNTY DEPUTY SHERIFF'S ASSOCIATION 2019-2020

RESOLVED, by the Ozaukee County Board of Supervisors, based on contract negotiations, the 2017-2018 labor agreement between Ozaukee County and the Ozaukee County Deputies Association, which will be on file in the Department of Human Resources, is hereby ratified and approved. Said contract provides among other things that:

1. All terms of the 2017-2018 Collective Bargaining Agreement between the parties shall remain in full force and effect except as modified herein.
2. The duration of the contract shall be from January 1, 2019 through December 31, 2020.
3. Revise **Article 1 - Recognition and Representation**. Amend Section 1.01 entitled "Recognition" to read as follows:

The Employer recognizes the Association as the exclusive bargaining agent for all sworn personnel classified by Ozaukee County as protective occupation participants in the Wisconsin Retirement System per 40.02(48)(a) Wis. Stats., (including all individuals serving probationary periods) employed by the Ozaukee County Sheriff's Department, excluding Jailers, ~~Jail Sergeants~~, office clericals, supervisory, managerial, executive and confidential employees for the purpose of collective bargaining with the County or its lawfully authorized representatives, on questions of wages, hours and conditions of employment.

Wherever the term "employee" or "employees" is used in this Agreement, shall refer to full-time employee or employees unless specifically provided otherwise.

The representative of the Sheriff, whenever used in this Agreement, shall refer to the Undersheriff or Captain and then to a supervisor who is not included in the bargaining unit.

4. Revise **Article 6 - Probationary Period**. Amend Section 6.01 entitled "Probation" to read as follows:

All newly hired employees, whether hired from outside the Department or promoted from the jail, shall serve a probationary period of one (1) calendar year from the date of hire or promotion. Probationary employees may be disciplined or discharged for any reason at the sole discretion of the Sheriff without recourse to any appeal or grievance procedure, but such probationary employees shall be entitled to all other rights and benefits of this Agreement. Continued service beyond the specified probationary period shall be deemed evidence of satisfactory completion of probation.

5. Revise **Article 7 - Seniority, Section 7.03(e)**. Delete the final paragraph of Article 7

- Seniority, Section 7.03(e) and replace such language with the parties' CSU Wage Rate Side Letter of Agreement as follows:

e) [. . . .]

~~Upon an Employee being assigned to CSU, the Employee's wages shall be set at the lesser of either the Employee's contractual rate or the top patrol rate. Once set, Employee's wage rate shall remain frozen for the entirety of the CSU assignment, but Employee's progression on the pay scale shall continue so when the Employee leaves his/her CSU assignment, Employee's service on the CSU is recognized for progression on the pay scale~~

It is hereby understood that employees assigned, in the Sheriff's sole and absolute discretion, to the CSU shall be considered members of the bargaining unit and engaged in active law enforcement (protective occupation participant under Wis. Stat. § 40.02(48)(a)) while assigned to the CSU. For purposes of establishing wage rate all Employees whether from a patrol assignment or a jail assignment assigned to the CSU shall be placed in the "Patrol Officer" classification in Section 12.01 of this Agreement and paid at the rate in the classification most closely corresponding to the Employee's wage rate prior to the CSU assignment that does not result in a reduction of wage rate. Thereafter, all CSU Employees shall progress in the "Patrol Officer" classification wage table according to tenure and shall receive all increases, if any, to the wage rates that otherwise apply to Patrol Deputies in the same wage classification. The assignment to CSU is made in the Sheriff's sole and absolute discretion and an employee may be removed from such assignment in the Sheriff's sole and absolute discretion.

6. Revise **Article 7 - Seniority**. Create Section 7.08 entitled "Vacation and Wage Rates for Lateral Hires," to read as follows:

Any employee hired as a lateral hire from an outside law enforcement agency may, in the Sheriff's sole and absolute discretion: (a) receive a vacation allowance commensurate with their years of experience as a full-time sworn law enforcement officer; and (b) immediately be placed at the wage rate commensurate with their years of experience as a full-time law enforcement officer. Employees hired under this Section will begin to earn seniority rights and privileges on the date of hire with the Ozaukee County Sheriff's Department, with such seniority being granted upon satisfactory completion of their probationary period in accordance with Section 6.03 of this Agreement.

7. Revise **Article 12 - Wages, Section 12.01**. Consolidate all wage tables into the table identified as "Employees hired after 1/1/15" ("LAW 3"). The LAW 3 table will be amended to read as follows:

~~For Employees Hired Before January 1, 2005 (LAW 1)~~

	Step-1	Step-2	Step-3	Step-4	Step-5	Step-6
Patrol Officer	\$25.06	\$28.39	\$29.84	\$31.33	\$32.88	\$34.50
Detective/Sergeant	\$27.36	\$30.92	\$32.18	\$34.13	\$35.85	\$37.66

~~(5) Labor Association of Wisconsin Patrol and Detective Deputies Union Wage Scale~~

For Employees Hired After January 1, 2005 and Before January 1, 2015

(LAW 2)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Patrol Officer	\$25.06	\$26.39	\$27.73	\$29.07	\$30.43	\$31.79	\$33.13	\$34.50
Detective/Sergeant	\$27.36	\$28.84	\$30.33	\$31.77	\$32.08	\$34.72	\$36.19	\$37.66

For Employees Hired After January 1, 2015 (LAW 3)

	Step 1	Step 2	Step 3	Step 4	Step 5
Patrol Officer	\$27.56	\$29.53	\$29.84	\$31.33	\$32.88
Detective/Sergeant	\$30.08	\$32.16	\$32.51	\$34.13	\$35.85

Ozaukee Deputy Sheriffs' Association Effective January 1, 2019 (2.0%)

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
<u>Patrol Officer</u>	<u>\$28.11</u>	<u>\$30.12</u>	<u>\$30.44</u>	<u>\$31.96</u>	<u>\$33.54</u>	<u>\$33.79</u>	<u>\$35.19</u>	
<u>Detective/Sergeant</u>	<u>\$30.68</u>	<u>\$32.80</u>	<u>\$33.13</u>	<u>\$34.81</u>	<u>\$36.57</u>	<u>\$36.91</u>	<u>\$38.41</u>	
<u>Jail Sergeant</u>	<u>\$26.61</u>	<u>\$28.05</u>	<u>\$29.20</u>	<u>\$30.90</u>	<u>\$32.34</u>	<u>\$33.77</u>	<u>\$35.21</u>	<u>\$36.63</u>

Ozaukee Deputy Sheriffs' Association Effective July 1, 2019 (1.0%)

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
<u>Patrol Officer</u>	<u>\$28.39</u>	<u>\$30.42</u>	<u>\$30.74</u>	<u>\$32.28</u>	<u>\$33.88</u>	<u>\$34.13</u>	<u>\$35.54</u>	
<u>Detective/Sergeant</u>	<u>\$30.99</u>	<u>\$33.13</u>	<u>\$33.49</u>	<u>\$35.16</u>	<u>\$36.94</u>	<u>\$37.28</u>	<u>\$38.79</u>	
<u>Jail Sergeant</u>	<u>\$26.88</u>	<u>\$28.33</u>	<u>\$29.49</u>	<u>\$31.20</u>	<u>\$32.67</u>	<u>\$34.11</u>	<u>\$35.56</u>	<u>\$36.99</u>

Employees in the table in effect for employees hired before 1/1/05 shall be moved to the Step 8 rate in LAW 3. Employees in the table in effect for employees hired after 1/1/05 but before 1/1/15 shall be moved to the corresponding column based upon tenure.

Wage Offer: Following the consolidation discussed above, 2% across the board on January 1, 2019, and 1% across the board effective the pay period first following July 1, 2019; 3% across the board on January 1, 2020.

8. Revise **Article 12 - Wages, Section 12.03**. Amend Article 12 - Wages, Section 12.03 to read as follows:

~~The Employer shall pay to the Wisconsin Retirement System in lieu of an equal amount of the retirement contributions required to be deducted from each payment of earnings to participating employees, the full amount of such retirement contributions under s. 40.05 for employee classified as protective with social security. All such payment of contributions made by the Employer shall be reported to the Wisconsin Retirement System per s. 40.05.~~

~~Effective January 1, 2015,~~ Employees hired prior to July 1, 2011, shall pay contribute the same amount towards the Wisconsin Retirement System as general occupation the full employee contribution for employees classified as protective occupation employees with social security as determined under ss. 40.03(1)(e) and 40.05(1)(a) and the Wisconsin Department of Employee Trust Funds.

~~Employees hired on or after July 1, 2011 shall contribute the same amount towards the Wisconsin Retirement System as general occupation employees as determined by under s. 40.03(1)(e) and the Wisconsin Department of Employee Trust Funds.~~

9. Revise **Article 12 - Wages, Section 12.06**. Amend Article 12 - Wages, Section 12.06 to read as follows:

Longevity pay of four dollars (\$4.00) for each full month of employment will be paid each January for service concluded on the preceding December 31. A full month of employment shall refer to any month in which an employee receives pay from the County for at least nine (9) work days. An employee receiving Worker's Compensation payments for temporary-total or temporary-partial disability based on employment with the County will be considered as receiving pay from the County for the purposes of this Section.

An employee on layoff or unpaid leave of absence exceeding thirty (30) continuous days shall receive a pro-rata amount of the total due under this provision based upon the number of months during the twelve (12) month period prior to the preceding December 31 that the employee received credit for a full month of employment. An employee who resigns or is terminated from employment shall not receive any longevity pay for the months they were employed during the calendar year in which they resigned or were terminated. An employee who retires shall receive a pro-rata amount of the total due under this provision based on the number of months during the twelve (12) month period prior to the preceding December 31 that the employee received credit for a full month of employment.

All longevity payments shall be to an account designated by the employee. ~~a tax-deferred account.~~

10. Revise **Article 14 - Uniform Allowance, Section 14.01**: Amend Article 14 - Uniform Allowance, Section 14.01(b) to read as follows:

a) Subject to sub. (b) below, Employees shall be entitled to a clothing allowance of \$1,000.00 annually, which shall be paid out in two (2) equal installments. ~~in the following manner:~~

1. The first payment of one-half of the agreed upon allowance shall be on the last pay date in January and the second payment of one-half the agreed upon allowance shall be on the last pay date in July. An employee must be on active payroll at the time of the scheduled payment to qualify for the uniform or clothing allowance payment. All uniform or clothing allowance payments shall be taxable income and subject to withholding in accordance with the County's payroll practices. All payments shall be pro-rated for newly-hired or promoted employees based upon date of hire/promotion.

b) ~~Requirements for qualification for additional clothing allowance~~ An employee shall not qualify for the clothing allowance in sub. (a) above unless:

1. Duties require the employee to wear a business suit or similar attire for the performance of his or her regular work through the month.
2. The employee is regularly classified as a Detective.

11. Revise **Article 15 - Insurance, Section 15.01.** Amend Article 15 - Insurance, Section 15.01 to read as follows:

The policy of furnishing group health insurance shall be as follows:

a) For full-time employees, hired before July 1, 2011, the Employer shall pay up to eighty-eight percent (88%) of the premium cost of a single plan, a family plan or an employee plus one plan of group health insurance under the County's insurance plans offered. The employee will be required to pay the other twelve percent (12%) of the premium cost through payroll deduction.

b) For full-time employees, hired after July 1, 2011, the Employer shall pay up to eighty percent (80%) of the premium cost of a single plan, a family plan or an employee plus one plan of group health insurance under the County's insurance plans offered. The employee will be required to pay the other twenty percent (20%) of the premium cost through payroll deduction. The percentage contributions shall be adjusted during the term of this Agreement to be consistent with County policy for other county employees hired after July 1, 2011, provided that in no event shall the employee be required to pay more than twenty percent (20%) of the premium cost. ~~the employee will be required to pay a premium contribution equivalent to eleven percent (11%) plus a payment of earnings equal to the difference between the total Protective with Social Security contribution percentage and the General contribution percentage, as approved by the Wisconsin Department of Employee Trust Funds under s. 40.03(1)(e) (5.0% in 2012) through payroll deduction. The Employer shall contribute the remainder of the premium cost of a single plan, a family plan or an employee plus one plan of group health insurance under the County's insurance plans offered.~~

c) An employee, hired after July 1, 2011, promoted to the Patrol Division, Detective Bureau or to the position of Sergeant, per the guidelines in ARTICLE 24, shall pay a premium contribution equivalent to the amount contained in 15.01(a) above.

d) Employees hired prior to January 1, 2015 retiring from the County at age fifty (50) or later, with a minimum of twenty (20) years of continuous service with the County shall be entitled to a health insurance supplemental payment of five thousand dollars (\$5,000.00) up to the minimum age at which Medicare begins. Employees will receive a pro-rated amount from date of retirement. Yearly amounts can be used for five (5) years at any time after age 50 or until Medicare eligible (maximum benefit of \$25,000).

12. Revise **Article 17 - Vacations, Section 17.07.** Amend Article 17 - Vacations, Section 17.07 to read as follows:

In addition to the vacation leave provided for in Section 17.01, each employee who has successfully completed his or her probationary period ~~completed one (1) year of continuous employment~~ shall receive one (1) day off with pay per year, which day shall be identified as a "floating holiday" and granted to each eligible employee on January 1 of each year. This day off must be taken within the ~~employee's anniversary~~ calendar year

in which it is earned and will be scheduled on at least ten (10) days prior notice, by mutual agreement between the employee and the Sheriff or, in the Sheriff's absence, the Officer in charge. For calendar year 2019 only, employees shall be permitted to carry over any unused floating holiday earned as a result of an anniversary date occurring in calendar year 2018. Such carried over floating holiday will be forfeited if not used by December 31, 2019. The selection of the floating holiday referenced in this Section shall not be denied as a result of other scheduled vacation off-time.

13. Revise **Article 27 - Duration, Section 27.1**. This section will be modified to reflect a two (2) year agreement.

14. Revise **Side Letter of Agreement - Jail Sergeants**. Incorporate the Side Letter of Agreement clarifying that: (1) all Jail Sergeants are sworn personnel classified by Ozaukee County as "protective occupation participants" in the Wisconsin Retirement System per Wis. Stat. § 40.02(48)(a); and (2) all Jail Sergeants for seniority purposes will be treated in the same manner as Jail personnel being promoted to patrol in that their seniority date begins with the date they now become a part of the Association, and in the future, the date they are promoted into the position versus their original hire date.

Dated at Port Washington, Wisconsin, this 6th day of February 2019.

SUMMARY: Ratification and approval of the 2019-2020 labor agreement between Ozaukee County and the Ozaukee County Deputies Association.

VOTE REQUIRED: Majority

EXECUTIVE COMMITTEE

Executive Committee

AGENDA INFORMATION SHEET

AGENDA DATE: February 4, 2019
DEPARTMENT: Human Resources
DIRECTOR: Chris McDonell
PREPARER: Chris McDonell

Agenda Summary Labor Agreement Ozaukee County Deputy Sheriff's Association 2019-2020

BACKGROUND INFORMATION: The resolution approves the amendments to the 2019-2020 collective bargaining agreement with the Sheriff's Deputies Union.

ANALYSIS: The agreement, reached in mediation with the union, proposes the following amendments to the agreement:

1. **Article 1 - Recognition and Representation.** Amend Section 1.01 entitled "Recognition" to read as follows:

The Employer recognizes the Association as the exclusive bargaining agent for all sworn personnel classified by Ozaukee County as protective occupation participants in the Wisconsin Retirement System per 40.02(48)(a) Wis. Stats., (including all individuals serving probationary periods) employed by the Ozaukee County Sheriff's Department, excluding Jailers, ~~Jail Sergeants~~, office clericals, supervisory, managerial, executive and confidential employees for the purpose of collective bargaining with the County or its lawfully authorized representatives, on questions of wages, hours and conditions of employment.

Wherever the term "employee" or "employees" is used in this Agreement, shall refer to full-time employee or employees unless specifically provided otherwise.

The representative of the Sheriff, whenever used in this Agreement, shall refer to the Undersheriff or Captain and then to a supervisor who is not included in the bargaining unit.

This amendment recognizes that Jail Sergeants are now members of the union.

2. **Article 6 - Probationary Period.** Amend Section 6.01 entitled "Probation" to read as follows:

All newly hired employees, whether hired from outside the Department or promoted from the jail, shall serve a probationary period of one (1) calendar year from the date of hire or promotion. Probationary employees may be disciplined or discharged for any reason at the sole discretion of the Sheriff without recourse to any appeal or grievance procedure, but such probationary employees shall be entitled to all other rights and benefits of this Agreement. Continued service beyond the specified probationary period shall be deemed evidence of satisfactory completion of probation.

- 3. **Article 7 - Seniority, Section 7.03(e).** Delete the final paragraph of Article 7 - Seniority, Section 7.03(e) and replace such language with the parties' CSU Wage Rate Side Letter of Agreement as follows:

e) [. . . .]

~~Upon an Employee being assigned to CSU, the Employee's wages shall be set at the lesser of either the Employee's contractual rate or the top patrol rate. Once set, Employee's wage rate shall remain frozen for the entirety of the CSU assignment, but Employee's progression on the pay scale shall continue so when the Employee leaves his/her CSU assignment, Employee's service on the CSU is recognized for progression on the pay scale~~

It is hereby understood that employees assigned, in the Sheriff's sole and absolute discretion, to the CSU shall be considered members of the bargaining unit and engaged in active law enforcement (protective occupation participant under Wis. Stat. § 40.02(48)(a)) while assigned to the CSU. For purposes of establishing wage rate all Employees whether from a patrol assignment or a jail assignment assigned to the CSU shall be placed in the "Patrol Officer" classification in Section 12.01 of this Agreement and paid at the rate in the classification most closely corresponding to the Employee's wage rate prior to the CSU assignment that does not result in a reduction of wage rate. Thereafter, all CSU Employees shall progress in the "Patrol Officer" classification wage table according to tenure and shall receive all increases, if any, to the wage rates that otherwise apply to Patrol Deputies in the same wage classification. The assignment to CSU is made in the Sheriff's sole and absolute discretion and an employee may be removed from such assignment in the Sheriff's sole and absolute discretion.

CSU employees will be compensated on the Patrol Officer wage scale.

- 4. **Article 7 - Seniority.** Create Section 7.08 entitled "Vacation and Wage Rates for Lateral Hires," to read as follows:

Any employee hired as a lateral hire from an outside law enforcement agency may, in the Sheriff's sole and absolute discretion: (a) receive a vacation allowance commensurate with their years of experience as a full-time sworn law enforcement officer; and (b) immediately be placed at the wage rate commensurate with their years of experience as a full-time law enforcement officer. Employees hired under this Section will begin to earn seniority rights and privileges on the date of hire with the Ozaukee County Sheriff's Department, with such seniority being granted upon satisfactory completion of their probationary period in accordance with Section 6.03 of this Agreement.

Allows greater ability to attract and hire law enforcement officials with experience.

- 5. **Article 12 - Wages, Section 12.01.** Consolidate all wage tables into the table identified as "Employees hired after 1/1/15" ("LAW 3"). The LAW 3 table will be amended to read as follows:

~~For Employees Hired Before January 1, 2005 (LAW 1)~~

Step 1 Step 2 Step 3 Step 4 Step 5 Step 6

Patrol Officer	\$25.06	\$28.39	\$29.84	\$31.33	\$32.88	\$34.50
Detective/Sergeant	\$27.36	\$30.92	\$32.18	\$34.13	\$35.85	\$37.66

~~(5) Labor Association of Wisconsin Patrol and Detective Deputies Union Wage Scale (14-67), (15-33), (16-53), For Employees Hired After January 1, 2005 and Before January 1, 2015 (LAW 2)~~

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Patrol Officer	\$25.06	\$26.39	\$27.73	\$29.07	\$30.43	\$31.79	\$33.13	\$34.50
Detective/Sergeant	\$27.36	\$28.84	\$30.33	\$31.77	\$32.08	\$34.72	\$36.19	\$37.66

~~For Employees Hired After January 1, 2015 (LAW 3)~~

	Step 1	Step 2	Step 3	Step 4	Step 5
Patrol Officer	\$27.56	\$29.53	\$29.84	\$31.33	\$32.88
Detective/Sergeant	\$30.08	\$32.16	\$32.51	\$34.13	\$35.85

Ozaukee Deputy Sheriffs' Association Effective January 1, 2019 (2.0%)

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
Patrol Officer	<u>\$28.11</u>	<u>\$30.12</u>	<u>\$30.44</u>	<u>\$31.96</u>	<u>\$33.54</u>	<u>\$33.79</u>	<u>\$35.19</u>	
Detective/Sergeant	<u>\$30.68</u>	<u>\$32.80</u>	<u>\$33.13</u>	<u>\$34.81</u>	<u>\$36.57</u>	<u>\$36.91</u>	<u>\$38.41</u>	
Jail Sergeant	<u>\$26.61</u>	<u>\$28.05</u>	<u>\$29.20</u>	<u>\$30.90</u>	<u>\$32.34</u>	<u>\$33.77</u>	<u>\$35.21</u>	<u>\$36.63</u>

Ozaukee Deputy Sheriffs' Association Effective July 1, 2019 (1.0%)

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
Patrol Officer	<u>\$28.39</u>	<u>\$30.42</u>	<u>\$30.74</u>	<u>\$32.28</u>	<u>\$33.88</u>	<u>\$34.13</u>	<u>\$35.54</u>	
Detective/Sergeant	<u>\$30.99</u>	<u>\$33.13</u>	<u>\$33.49</u>	<u>\$35.16</u>	<u>\$36.94</u>	<u>\$37.28</u>	<u>\$38.79</u>	
Jail Sergeant	<u>\$26.88</u>	<u>\$28.33</u>	<u>\$29.49</u>	<u>\$31.20</u>	<u>\$32.67</u>	<u>\$34.11</u>	<u>\$35.56</u>	<u>\$36.99</u>

Employees in the table in effect for employees hired before 1/1/05 shall be moved to the Step 8 rate in LAW 3. Employees in the table in effect for employees hired after 1/1/05 but before 1/1/15 shall be moved to the corresponding column based upon tenure.

Wage Offer: Following the consolidation discussed above, 2% across the board on January 1, 2019, and 1% across the board effective the pay period first following July 1, 2019; 3% across the board on January 1, 2020.

6. Article 12 - Wages, Section 12.03. Amend Article 12 - Wages, Section 12.03 to read as follows:

~~The Employer shall pay to the Wisconsin Retirement System in lieu of an equal amount of the retirement contributions required to be deducted from each payment of earnings to participating employees, the full amount of such retirement contributions under s. 40.05 for employee classified as protective with social security. All such payment of contributions made by the Employer shall be reported to the Wisconsin Retirement System per s. 40.05.~~

~~Effective January 1, 2015, Employees hired prior to July 1, 2011, shall pay contribute the same amount towards the Wisconsin Retirement System as general occupation the full employee contribution for employees classified as protective~~

~~occupation employees with social security~~ as determined under ss. 40.03(1)(e) and 40.05(1)(a) and the Wisconsin Department of Employee Trust Funds.

~~Employees hired on or after July 1, 2011 shall contribute the same amount towards the Wisconsin Retirement System as general occupation employees as determined by under s. 40.03(1)(e) and the Wisconsin Department of Employee Trust Funds.~~

This amendment is an update to reflect current practice as required by State statute.

7. **Article 12 - Wages, Section 12.06.** Amend Article 12 - Wages, Section 12.06 to read as follows:

Longevity pay of four dollars (\$4.00) for each full month of employment will be paid each January for service concluded on the preceding December 31. A full month of employment shall refer to any month in which an employee receives pay from the County for at least nine (9) work days. An employee receiving Worker's Compensation payments for temporary-total or temporary-partial disability based on employment with the County will be considered as receiving pay from the County for the purposes of this Section.

An employee on layoff or unpaid leave of absence exceeding thirty (30) continuous days shall receive a pro-rata amount of the total due under this provision based upon the number of months during the twelve (12) month period prior to the preceding December 31 that the employee received credit for a full month of employment. An employee who resigns or is terminated from employment shall not receive any longevity pay for the months they were employed during the calendar year in which they resigned or were terminated. An employee who retires shall receive a pro-rata amount of the total due under this provision based on the number of months during the twelve (12) month period prior to the preceding December 31 that the employee received credit for a full month of employment.

All longevity payments shall be to an account designated by the employee. ~~a tax-deferred account.~~

Amendment clarifies payout of longevity pay in last year of an employees membership in the union and allows payment to be put in accounts other than deferred accounts as not all employees have deferred accounts.

8. **Article 14 - Uniform Allowance, Section 14.01:** Amend Article 14 - Uniform Allowance, Section 14.01(b) to read as follows:

a) Subject to sub. (b) below, Employees shall be entitled to a clothing allowance of \$1,000.00 annually, which shall be paid out in two (2) equal installments, ~~in the following manner:~~

1. The first payment of one-half of the agreed upon allowance shall be on the last pay date in January and the second payment of one-half the agreed upon allowance shall be on the last pay date in July. An employee must be on active payroll at the time of the scheduled payment to qualify for the uniform or clothing allowance payment. All uniform or clothing allowance payments shall be taxable income and subject to withholding in accordance with the County's payroll practices. All payments shall be

pro-rated for newly-hired or promoted employees based upon date of hire/promotion.

b) ~~Requirements for qualification for additional clothing allowance~~An employee shall not qualify for the clothing allowance in sub. (a) above unless:

1. Duties require the employee to wear a business suit or similar attire for the performance of his or her regular work through the month.
2. The employee is regularly classified as a Detective.

This amendment intended for clarification and does not change substance of Article 14.

9. **Article 15 - Insurance, Section 15.01.** Amend Article 15 - Insurance, Section 15.01 to read as follows:

The policy of furnishing group health insurance shall be as follows:

a) For full-time employees, hired before July 1, 2011, the Employer shall pay up to eighty-eight percent (88%) of the premium cost of a single plan, a family plan or an employee plus one plan of group health insurance under the County's insurance plans offered. The employee will be required to pay the other twelve percent (12%) of the premium cost through payroll deduction.

b) For full-time employees, hired after July 1, 2011, the Employer shall pay up to eighty percent (80%) of the premium cost of a single plan, a family plan or an employee plus one plan of group health insurance under the County's insurance plans offered. The employee will be required to pay the other twenty percent (20%) of the premium cost through payroll deduction. The percentage contributions shall be adjusted during the term of this Agreement to be consistent with County policy for other county employees hired after July 1, 2011, provided that in no event shall the employee be required to pay more than twenty percent (20%) of the premium cost. ~~the employee will be required to pay a premium contribution equivalent to eleven percent (11%) plus a payment of earnings equal to the difference between the total Protective with Social Security contribution percentage and the General contribution percentage, as approved by the Wisconsin Department of Employee Trust Funds under s. 40.03(1)(e) (5.0% in 2012) through payroll deduction. The Employer shall contribute the remainder of the premium cost of a single plan, a family plan or an employee plus one plan of group health insurance under the County's insurance plans offered.~~

c) An employee, hired after July 1, 2011, promoted to the Patrol Division, Detective Bureau or to the position of Sergeant, per the guidelines in ARTICLE 24, shall pay a premium contribution equivalent to the amount contained in 15.01(a) above.

d) Employees hired prior to January 1, 2015 retiring from the County at age fifty (50) or later, with a minimum of twenty (20) years of continuous service with the County shall be entitled to a health insurance supplemental payment of five thousand dollars (\$5,000.00) up to the minimum age at which Medicare begins. Employees will receive a pro-rated amount from date of retirement. Yearly amounts can be used for five (5) years at any time after age 50 or until Medicare eligible (maximum benefit of \$25,000).

This amendment provides consistency with health insurance premium costs for union employees hired after July 1, 2011, and non-represented employees.

10. Article 17 - Vacations, Section 17.07. Amend Article 17 - Vacations, Section 17.07 to read as follows:

In addition to the vacation leave provided for in Section 17.01, each employee who has ~~successfully completed his or her probationary period~~ ~~completed one (1) year of continuous employment~~ shall receive one (1) day off with pay per year, which day shall be identified as a "floating holiday" ~~and granted to each eligible employee on January 1 of each year~~. This day off must be taken within the ~~employee's anniversary calendar year in which it is earned~~ and will be scheduled on at least ten (10) days prior notice, by mutual agreement between the employee and the Sheriff or, in the Sheriff's absence, the Officer in charge. For calendar year 2019 only, employees shall be permitted to carry over any unused floating holiday earned as a result of an anniversary date occurring in calendar year 2018. Such carried over floating holiday will be forfeited if not used by December 31, 2019. The selection of the floating holiday referenced in this Section shall not be denied as a result of other scheduled vacation off-time.

This amendment provides consistency with floating holidays for union employees hired after July 1, 2011, and non-represented employees. This will make floating holiday administration less confusion for county payroll staff.

11. Article 27 - Duration, Section 27.1. This section will be modified to reflect a two (2) year agreement.

12. Side Letter of Agreement - Jail Sergeants. Incorporate the Side Letter of Agreement clarifying that: (1) all Jail Sergeants are sworn personnel classified by Ozaukee County as "protective occupation participants" in the Wisconsin Retirement System per Wis. Stat. § 40.02(48)(a); and (2) all Jail Sergeants for seniority purposes will be treated in the same manner as Jail personnel being promoted to patrol in that their seniority date begins with the date they now become a part of the Association, and in the future, the date they are promoted into the position versus their original hire date.

The side letter of agreement was approved by County Board on April 4, 2018, by Resolution 17-68.

FUNDING SOURCE: County Levy

RECOMMENDATION MOTION: Staff respectfully requests that the Committee approve the 2019-2020 collective bargaining agreement between Ozaukee County and the Ozaukee County Deputy Sheriff's Association and recommends approval by the County Board.

RESOLUTION NO. (ID # 5376)

AMENDING THE OZAUKEE COUNTY POLICY & PROCEDURE MANUAL - 2019
BUDGET WAGE INCREASES

RESOLVED, by the Ozaukee County Board of Supervisors that Section 3.02 of the Ozaukee County Policy & Procedure Manual be amended to read:

3.02 COUNTY WAGE SCALES

(1) Non Represented Wage Scale

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step10</u>	<u>Step11</u>
Grade 100	\$12.80	\$13.17	\$13.58	\$13.95	\$14.34	\$14.75	\$15.14	\$15.46	\$15.85	\$16.25	\$16.62
Grade 101	\$13.96	\$14.38	\$14.81	\$15.22	\$15.64	\$16.10	\$16.50	\$16.94	\$17.35	\$17.78	\$18.17
Grade 102	\$15.23	\$15.69	\$16.13	\$16.58	\$17.04	\$17.48	\$17.97	\$18.41	\$18.87	\$19.31	\$19.76
Grade 103	\$16.62	\$17.12	\$17.62	\$18.13	\$18.62	\$19.11	\$19.60	\$20.10	\$20.60	\$21.10	\$21.62
Grade 104	\$18.07	\$18.60	\$19.15	\$19.68	\$20.24	\$20.78	\$21.33	\$21.86	\$22.42	\$22.95	\$23.51
Grade 105	\$19.68	\$20.30	\$20.90	\$21.47	\$22.07	\$22.65	\$23.25	\$23.85	\$24.43	\$25.01	\$25.61
Grade 106	\$21.47	\$22.14	\$22.77	\$23.42	\$24.04	\$24.71	\$25.37	\$25.97	\$26.64	\$27.24	\$27.94
Grade 107	\$23.25	\$23.91	\$24.61	\$25.33	\$26.00	\$26.70	\$27.42	\$28.09	\$28.79	\$29.49	\$30.17
Grade 108	\$25.08	\$25.85	\$26.59	\$27.35	\$28.08	\$28.83	\$29.60	\$30.30	\$31.09	\$31.82	\$32.54
Grade 109	\$26.48	\$27.42	\$28.33	\$29.26	\$30.20	\$31.14	\$32.08	\$33.02	\$33.95	\$34.88	\$35.79
Grade 110	\$28.58	\$29.62	\$30.62	\$31.64	\$32.64	\$33.63	\$34.64	\$35.67	\$36.65	\$37.68	\$38.69
Grade 111	\$30.89	\$31.96	\$33.05	\$34.12	\$35.23	\$36.32	\$37.42	\$38.49	\$39.59	\$40.69	\$41.75
Grade 112*	\$33.33	\$34.51	\$35.70	\$36.89	\$38.04	\$39.23	\$40.39	\$41.59	\$42.77	\$43.96	\$45.11
Grade 113*	\$36.04	\$37.29	\$38.57	\$39.84	\$41.11	\$42.38	\$43.65	\$44.94	\$46.20	\$47.47	\$48.69
Grade 114	\$38.87	\$40.28	\$41.66	\$43.00	\$44.40	\$45.77	\$47.14	\$48.50	\$49.89	\$51.27	\$52.64
Grade 115	\$42.02	\$43.53	\$45.01	\$46.49	\$47.97	\$49.46	\$50.95	\$52.42	\$53.91	\$55.38	\$56.85
Grade 116	\$45.41	\$47.00	\$48.60	\$50.21	\$51.82	\$53.42	\$55.03	\$56.61	\$58.21	\$59.82	\$61.41
Grade 117	\$49.03	\$50.77	\$52.48	\$54.22	\$55.97	\$57.67	\$59.42	\$61.14	\$62.89	\$64.62	\$66.33

* Undersheriff, Captain and Lieutenant wages are 6.09% above step per adjustments made in 2013 Sworn Management wages authorized by Resolution 12-73.

(2) Office Employee Non-Management Staff

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Grade 1	\$11.41	\$11.73	\$12.06	\$12.39	\$12.69	
Grade 2	\$12.09	\$12.72	\$13.37	\$14.03	\$14.70	
Grade 3	\$12.72	\$13.36	\$14.01	\$14.66	\$15.29	
Grade 4	\$13.96	\$14.63	\$15.26	\$15.93	\$16.56	
Grade 5	\$15.24	\$15.89	\$16.51	\$17.18	\$17.81	
Grade 6	\$16.53	\$17.27	\$18.01	\$18.73	\$19.48	
Grade 7	\$19.06	\$19.67	\$20.32	\$20.93	\$21.57	
Grade 8	\$20.66	\$21.68	\$22.73	\$23.77	\$24.80	\$25.84
Grade 9	\$23.38	\$24.39	\$25.43	\$26.47	\$27.48	\$28.51
Grade 10	\$26.36	\$27.41	\$28.45	\$29.49	\$30.54	\$31.56
Grade 11	\$29.20	\$30.22	\$31.25	\$32.27	\$33.32	\$34.35

(3) Highway Employee Wage Scale

(a) Any employee scheduled to work in the Shop shall receive a two dollar (\$2.00) per hour premium while working under such circumstances.

(b) Any employee scheduled to work on the night shift shall receive a one dollar (\$1.00) per hour premium while working under such conditions.

(c) Employees designated by the Highway Commissioner to act as temporary foremen shall receive a one dollar (\$1.00) per hour premium.

(d) Temporary foremen receive premium for actual hours worked as temporary foremen.

(4) Labor Association of Wisconsin Jail Deputies Union Wage Scale

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Jailor - Hired after 7/1/2011	\$23.82	\$24.47	\$25.11	\$25.78	\$26.42	\$27.07
Jailor - Hired before 7/1/2011	\$22.50	\$23.75	\$24.96	\$26.17	\$27.40	\$28.61 \$29.85 \$31.06
Jail Sergeant	\$26.09	\$27.50	\$28.63	\$30.29	\$31.71	\$33.11 \$34.52 \$35.91

~~For Employees Hired Before January 1, 2005~~

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Patrol Officer	\$25.06	\$28.39	\$29.84	\$31.33	\$32.88	\$34.50
Detective/Sergeant	\$27.36	\$30.92	\$32.18	\$34.13	\$35.85	\$37.66

(5) Labor Association of Wisconsin Patrol and Detective Deputies Union Wage Scale

~~For Employees Hired After January 1, 2005 and Before January 1, 2015~~

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Patrol Officer	\$25.06	\$26.39	\$27.73	\$29.07	\$30.43	\$31.79	\$33.13	\$34.50
Detective/Sergeant	\$27.36	\$28.84	\$30.33	\$31.77	\$32.08	\$34.72	\$36.19	\$37.66

~~For Employees Hired After January 1, 2015~~

	Step 1	Step 2	Step 3	Step 4	Step 5
Patrol Officer	\$27.56	\$29.53	\$29.84	\$31.33	\$32.88
Detective/Sergeant	\$30.08	\$32.16	\$32.51	\$34.13	\$35.85

Ozaukee Deputy Sheriffs' Association Effective January 1, 2019 (2.0%)

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
Patrol Officer	\$28.11	\$30.12	\$30.44	\$31.96	\$33.54	\$33.79	\$35.19	
Detective/Sergeant	\$30.68	\$32.80	\$33.13	\$34.81	\$36.57	\$36.91	\$38.41	
Jail Sergeant	\$26.61	\$28.05	\$29.20	\$30.90	\$32.34	\$33.77	\$35.21	\$36.63

Ozaukee Deputy Sheriffs' Association Effective July 1, 2019 (1.0%)

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
Patrol Officer	\$28.39	\$30.42	\$30.74	\$32.28	\$33.88	\$34.13	\$35.54	
Detective/Sergeant	\$30.99	\$33.13	\$33.49	\$35.16	\$36.94	\$37.28	\$38.79	
Jail Sergeant	\$26.88	\$28.33	\$29.49	\$31.20	\$32.67	\$34.11	\$35.56	\$36.99

(6) Lasata Non-Management Employees Wage Scale

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
Grade 1	\$8.48	\$8.74	\$9.01	\$9.31	\$9.57	\$9.84	\$10.10	\$10.40
Grade 2	\$12.03	\$12.47	\$12.90	\$13.33	\$13.79	\$14.21	\$14.66	\$15.09
Grade 3	\$12.24	\$12.80	\$13.33	\$13.89	\$14.42	\$14.98	\$15.51	\$16.08
Grade 4	\$12.75	\$13.28	\$13.84	\$14.37	\$14.93	\$15.46	\$16.02	\$16.55
Grade 4A	\$13.40	\$13.95	\$14.49	\$15.05	\$15.59	\$16.14	\$16.68	\$17.23
Grade 5	\$14.29	\$14.79	\$15.26	\$15.75	\$16.23	\$16.70	\$17.19	\$17.66
Grade 6	\$16.08	\$16.56	\$17.09	\$17.57	\$18.09	\$18.58	\$19.09	\$19.59

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Non Benefit CNA	\$15.54	\$16.08	\$16.62	\$17.15	\$17.69	\$18.12

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
LPN (Non-Benefit)	\$22.95	\$23.51	\$24.04	\$24.60	\$25.13	\$25.69	\$26.23	\$26.78
	<u>Step 9</u>	<u>Step 10</u>	<u>Step 11</u>					
	\$27.34	\$27.88	\$28.42					

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
RN (Non-Benefit)	\$29.53	\$30.08	\$30.62	\$31.17	\$31.71	\$32.26	\$32.80	\$33.35
	<u>Step 9</u>	<u>Step 10</u>	<u>Step 11</u>					
	\$33.89	\$34.12	\$34.66					

(7) Special Wage Rates

<u>Employee Classification</u>	<u>Hourly Wage</u>
Aging & Disability Special Projects	\$16.40
Bailiffs less than 1 year	\$12.94
Bailiffs over 1 year	\$13.31
County Home/County Jail Medical Director	\$95.49
Court Services Deputy	\$20.29
Court Services Deputy (after 1040 hours)	\$22.74
Coroner Livery Drivers	\$150 per trip
Coroner Special Deputies	\$31.02
Drug Unit Investigator	\$22.74
Golf Course Part Time Employees	\$7.88-\$10.10
Hazmat Operators	\$13.64
Hazmat Team Leader	\$27.07
Hazmat Technicians	\$19.71
Highway Dept. Part time summer help	\$10.39
Highway Dept. Part time winter help	\$16.17
Intern	\$8.00 - \$15.00
Law Clerk	\$14.88
Meal Program Drivers	\$11.44
Mee Kwon/Hawthorne Pro Shop Manager	\$16.98
Parks Caretaker	\$10.93
Peer Specialist	\$12.61
Pro Shop Manager	\$16.98
Rescue Boat Pilot	\$14.09
Rescue Boat Team Leader	\$19.71

Special Deputy Sergeant	\$23.82
Special Deputy Sheriff (completion of 40 hours)	\$22.74
Substitute Janitor Over 1 year	\$12.43
Substitute Janitor Under 1 year	\$11.16
Substitute Meal Site Manager/Drivers	\$10.71 - \$12.48
Supported Care Worker	\$12.61
Tax Collection Clerk	\$12.41
Parks Temporary Maintenance	\$7.88 - \$12.48
Veterans Drivers per trip passenger	\$17.39 plus, \$7.96 for each additional
Water Safety Patrol Crew Person entry level	\$10.43
Water Safety Patrol Crew Person with experience	\$12.87
YAP Youth Apprentice Program CNA	\$9.36

Dated at Port Washington, Wisconsin, this 6th day of February 2019.

SUMMARY: Section 3.02 of the Ozaukee County Policy & Procedure Manual as it relates to county wage scales is amended.

VOTE REQUIRED: Majority

EXECUTIVE COMMITTEE

Executive Committee

AGENDA INFORMATION SHEET

AGENDA DATE: February 4, 2019
DEPARTMENT: Human Resources
DIRECTOR: Chris McDonell
PREPARER: Chris McDonell

Agenda Summary Amending the Ozaukee County Policy & Procedure Manual - 2019 Budget Wage Increases

BACKGROUND INFORMATION: The 2019 Budget assumes a 2.0% wage increase for all non-represented employees and Jailors. The wage increase for employees covered under the Sheriff Department's collective bargaining agreement will be considered by the Executive Committee on February 4, 2019. The tentative agreement calls for a 2.0% increase on January 1, 2019, and a 1.0% increase on July 1, 2019.

ANALYSIS: Eligibility for the wage increase will require each non-represented employee or employee class to meet the performance measures based on the requirements of the position established during the 2018 review of performance. Per the wage and bonus policy as approved by the Executive Committee. The resolution also includes rate adjustment for positions in the special wage rates of 2.0%.

FUNDING SOURCE: Tax levy and other non-levy revenues

RECOMMENDATION MOTION: Move to approve the 2019 Budget Wage Increase Resolution.

Executive Committee

AGENDA INFORMATION SHEET

AGENDA DATE: February 4, 2019
DEPARTMENT: Administrator
DIRECTOR: Jason Dzwinel
PREPARER: Jason Dzwinel

Agenda Summary Autumn Open Partnership with United Way of Northern Ozaukee County

BACKGROUND INFORMATION: The Ozaukee Autumn Open is a golf outing held in September of each year, fully staffed and supported by the County Administrator's Office, County Golf Course Staff, with fund raising support from the local non-for-profit organization designated to receive the funds raised at the outing. Fund raising and donor support historically has raised between \$10,000 and \$20,000 for the donor organization. A significant amount of the administrative support, fund raising letters, collection of donated items, communications with donors, coordination with catering, volunteers and general outing support is handled by the staff of the County Administrator's Office. Because the timing of the outing falls in the middle of budget preparation season for the Administrator's Office I sought a permanent partner for the Open to allow county staff to place their primary focus on budget preparation and analysis. The United Way of Northern Ozaukee County has requested to take on the partnership and this partnership is strongly supported by the County Administrator.

ANALYSIS: The United Way of Northern Ozaukee is uniquely positioned to partner with the county on the Autumn Open. They have the capacity to fund raise and handle the administrative tasks that support the Open. Moreover, they have funding partnerships with all of the not-for-profit organizations that the Open has supported in previous years. Their relationships with the community will be an enhancement to the Open. The Administrator's Office will be available during the transition and the Open will maintain it's branding as an county event that supports local not-for-profit organizations. It is a win-win solution.

FISCAL IMPACT: None

RECOMMENDED MOTION: Staff respectfully requests that the Executive Committee endorse the Ozaukee Autumn Open Partnership with the United Way of Northern Ozaukee County.