

FIFTH DAY'S SESSION

Port Washington, Wisconsin
September 7, 2011

The County Board reconvened at 9:00 A.M. pursuant to adjournment and was called to order by Chairperson Brooks.

The Clerk took the roll. All members were present except: Excused - Supervisors: Cronce, Walerstein and Slater.

Board members stood and recited the Pledge of Allegiance.

Motion made by Supervisor Dohrwardt, seconded by Supervisor Szatkowski, that the Journal of the Fourth Day's Session be approved as mailed. All members present voting aye, the motion was declared adopted.

Chairperson Brooks announced that the First Annual State of the County Address was a huge success, approximately 100 people attended, a thank you to Vice Chairperson Geracie for taking the initiative to put this together. The ad-hoc committee has been formed for the rental agreements for all the facilities. Supervisor Hertz reported on the Annual Marsh Country Health Alliance Commission he attended on August 29. Supervisor Szatkowski acknowledged the recent graduation from the Freedom Life Skills Program. Vice-Chairperson Geracie congratulated Supervisor Bock on the Distinguished Service Award from the City of Mequon that she will be receiving. Supervisor Bock thanked everyone who supported the upcoming 4th Annual Ozaukee County Open.

9:04AM Supervisor Curtis in attendance.

Under public comment, Economic Development Executive Director Kathleen Cady Schilling thanked the County Board for the State of the County Address noting the positive comments that were relayed to her from the business community.

The County Administrator presented his monthly report, which included information on the County Board Road Trip on September 21; property adjacent to Mee-Kwon Golf Course; and the 2012 budget.

RESOLUTION NO. 11-24

INCREASE OF REVENUE - 2011

RESOLVED, by the Ozaukee County Board of Supervisors, that budgets be increased in the accounts as follows:

	ACCOUNT NUMBER	DEPARTMENT/ACCOUNT NAME	AMOUNT	AMOUNT
TO:	113-1-03-53111-004	Emergency Management - EPCRA SARA / Other Equipment	\$ 45,000	
FROM:	113-1-03-42320-004	Emergency Management - EPCRA SARA / State Aid - Homeland Grant		\$ 45,000

TO: 204-2-09-53110-000 Public Health - Grants Administration \$ 5,000
- WIC Program / Other Equipment

204-2-09-59101-000 Public Health - Grants Administration \$ 2,610
- WIC Program / Miscellaneous Expenditures

FROM: 204-2-09-42610-000 Public Health - Grants Administration \$ 7,610
- WIC Program / State Aid - WIC Grant

TO: 211-1-01-62105-000 Transit Services - Shared Ride Taxi / \$ 859,500
Building Construction

211-1-01-62105-001 Transit Services - Shared Ride Taxi / \$ 27,800
Architect

FROM: 211-1-01-42117-000 Transit Services - Shared Ride Taxi / \$597,716
Federal Aid

211-1-01-62105-002 Transit Services - Shared Ride Taxi / \$140,155
Demolition

211-1-01-74200-000 Transit Services - Shared Ride Taxi / \$149,429
Budget Amendment Applied

Dated at Port Washington, Wisconsin, this 7th day of September, 2011

*Emergency Management

PUBLIC SAFETY COMMITTEE				
	Yes	No	Abstain	Absent
Nancy Szatkowski	X			
William S. Niehaus				X
Gerald E. Walker	X			
John J. Slater	X			
Jacob Curtis				X
Raymond G. Meyer II	X			

*Public Health

HEALTH & HUMAN SERVICES COMMITTEE				
	Yes	No	Abstain	Absent
Daniel P. Becker	X			
Karl V. Hertz	X			
Gustav W. Wirth, Jr.	X			
Cynthia G. Bock	X			
Mark A. Cronic				X
Kathlyn M. Callen	X			

PUBLIC WORKS COMMITTEE				
	Yes	No	Abstain	Absent
Kathlyn T. Geracie	X			
John C. Grosklaus	X			
Daniel R. Buntrock				X
Thomas E. Winker	X			
Andrew A. Petzold	X			
Alan P. Kletti	X			

*Emergency Management & Public Health

FINANCE COMMITTEE				
	Yes	No	Abstain	Absent
Lee Schlenvogt	X			
Richard C. Nelson	X			
James H. Uselding	X			
Donald G. Dohrwardt	X			
Thomas H. Richart	X			
Robert T. Walerstein	X			

*Transit

FINANCE COMMITTEE				
	Yes	No	Abstain	Absent
Lee Schlenvogt	X			
Richard C. Nelson	X			
James H. Uselding	X			
Donald G. Dohrwardt	X			
Thomas H. Richart		X		
Robert T. Walerstein	X			

Motion made by Supervisor Nelson, seconded by Supervisor Szatkowski, that Resolution No. 11-24 be adopted. Chairperson Brooks recognized Transit Superintendent Wittek to answer questions. The vote was taken as follows: Ayes – 27 (Winker, Leider, Dohrwardt, Niehaus, Brooks, Schlenvogt, Becker, Nelson, Dean, Meyer, Kaul, Kletti, Grosklaus, Curtis, Buntrock, Stumpf, Walker, Geracie, Wirth, Uselding, Callen, Petzold, Marchese, Hertz, Bock, Szatkowski, Rothstein), Nays – 1 (Richart), Absent – 3 (Cronce, Walerstein, Slater). With two-thirds of the members elect voting aye, the motion was declared adopted.

RESOLUTION NO. 11-25

MUTUAL AID BOX ALARM SYSTEM (MABAS) AGREEMENT FOR RESCUE BOAT AND HAZARDOUS MATERIAL RESPONSE

WHEREAS, sec. 323, Wis. Stats. authorizes any municipality to contract with other municipalities in this state for the receipt or furnishing of services, such as fire protection and emergency medical services, and such contracts may also be with municipalities of another state as provided in sec. 66.0303(3)(b), Wis. Stats.; and

WHEREAS, sec. 166.03(2)(a)3, Wis. Stats. provides that the standards for fire, rescue, and emergency medical services shall include the adoption of the intergovernmental cooperation Mutual Aid Box Alarm System (MABAS) as a mechanism that may be used for deploying personnel and equipment in a multi-jurisdictional or multi-agency emergency response throughout Wisconsin and neighboring states; and

WHEREAS, pursuant to sec. 62.13(6), Wis. Stats., the Ozaukee County Sheriff's Office has been granted optional powers, including the power to organize and supervise the Counties Rescue Boat and Hazardous Materials response team and to prescribe rules and regulations for their control and management, and to contract for all necessary apparatus and supplies for the use of the departments under its supervision; and

WHEREAS, the Ozaukee County Board of Supervisors believes that intergovernmental cooperation for purposes of public safety and protection should be encouraged and that the MABAS Agreement would afford these benefits to city and county residents by coordinating Rescue Boat operations and Hazardous Material Team responses; and

WHEREAS, the Ozaukee County Board of Supervisors finds it is in the best interest of the County to enter into the proposed MABAS Agreement to provide for the coordination of Rescue Boat operations and Hazardous Material Team responses in the event of a large scale emergency, natural disaster, or man-made catastrophe.

NOW, THEREFORE, BE IT RESOLVED, by the Ozaukee County Board of Supervisors that the Mutual Aid Box Alarm System (MABAS) Agreement, a copy of which is attached hereto and incorporated herein by reference, is hereby approved and adopted, and the Sheriff and County Administrator are hereby authorized to execute the same on behalf of Ozaukee County.

Dated at Port Washington, Wisconsin, this 7th day of September, 2011.

PUBLIC SAFETY COMMITTEE				
	Yes	No	Abstain	Absent
Nancy Szatkowski	X			
William S. Niehaus				X
Gerald E. Walker	X			
John J. Slater	X			
Jacob Curtis				X
Raymond G. Meyer II	X			

Motion made by Supervisor Nelson, seconded by Supervisor Szatkowski, that Resolution No. 11-25 be adopted. The vote was taken as follows: Ayes - 28, Nays - 0, Absent - 3. The majority of the members present voting aye, the motion was declared adopted.

RESOLUTION NO. 11-26

AUTHORIZATION TO PROCEED WITH CONTRACT TO FORM AND JOIN
INCOME MAINTENANCE ADMINISTRATION CONSORTIUM

WHEREAS, under current law, pursuant to Wis. Stat. § 49.78, the State Department of Health Services (“DHS”) has delegated certain duties and responsibilities related to the administration of the Income Maintenance program to counties; and

WHEREAS, under current law, Wis. Stats. §§ 46.031 and 49.78 require Ozaukee County to enter into a contract with DHS for the provision of Income Maintenance program administration services; and

WHEREAS, as part of the Governor’s budget proposal for the 2011-13 biennium, 2011 Assembly Bill 40, the Governor proposed that starting in calendar year 2012, responsibility for administration of the Income Maintenance program be transferred from counties to DHS; and

WHEREAS, counties across Wisconsin registered objections to the Governor’s proposal and offered an alternative whereby counties would work cooperatively in creating regional consortia, which would be responsible for Income Maintenance program administration services; and

WHEREAS, the counties offered the Legislature an alternative to the Governor’s complete DHS takeover of Income Maintenance program administration, which proposal allowed, among other things, for the creation of consortia over the course of the 2011-13 biennium and a gradual phase-in of consortia-based contracts to replace the individual county contracts for Income Maintenance program administration; and

WHEREAS, the Legislature’s Joint Committee on Finance accepted the counties’ alternative proposal, in part, and rejected the complete DHS takeover of Income Maintenance program administration services; and

WHEREAS, 2011 Wisconsin Act 32, the Biennial Budget Bill, modifies current law relating to the authorization for DHS to enter into contracts with individual counties in relation to Income Maintenance program administration services and instead authorizes the formation of county-based regional consortia and further authorizes the consortia to enter into a contract with DHS related to the provision of the services; and

WHEREAS, Act 32 specifically provides that “. . . each county with a population of less than 750,000 shall participate in a multicounty consortium that is approved by the de-

partment. . .” and further that “. . . by October 31, 2011, the department shall approve multi-county consortia. . .;” and

WHEREAS, Act 32 further provides that “the department may not approve more than 10 multicounty consortia. . .;” and

WHEREAS, Act 32 further provides that “if a county with a population of less than 750,000 does not participate in a multicounty consortium or the department determines that a multicounty consortium does not satisfy the department’s performance requirements, the department shall assume responsibility for administering income maintenance programs in that county or in the geographical area of the multicounty consortium. . .;” and

WHEREAS, Act 32 further provides that, without regard to whether a county chooses to allow DHS to take over Income Maintenance program administration services or join a consortium that will provide the services, Ozaukee County is required to maintain a tax levy contribution to the system at an amount not less than the amount contributed in 2009; and

WHEREAS, as a result of Act 32, Ozaukee County is faced with a choice of either fully relinquishing all responsibility for Income Maintenance program administration services to DHS or joining a multi-county consortium consistent with the requirements established in Act 32; and

WHEREAS, Ozaukee County believes it to be in the best interests of the citizens and employees of Ozaukee County to join a multi-county consortium related to the provision of Income Maintenance program administration services consistent with the requirements established in Act 32; and

WHEREAS, joining a multi-county consortium for purposes of the provision of Income Maintenance program administration services will require that Ozaukee County enter into a contract or series of contracts with the other counties that make up the consortium; and

WHEREAS, the contracts with other counties will establish, among other things, the following: (1) financial responsibility for the consortium; (2) financial accountability among consortium members; (3) individual county responsibilities related to the provision of services; (4) methods for service level accountability among consortium members; and (5) overall responsibility for the contract that will be entered into by and among the multi-county consortium and DHS; and

WHEREAS, the intent of this Resolution is to authorize the Ozaukee County Human Services Director/Social Services Director/other authorized person to enter into any and all contracts or other documents necessary to create, form, authorize and/or operate the multi-county consortium of which Ozaukee County will be a member; and

WHEREAS, this Resolution shall be interpreted liberally in favor of authorizing the Human Services Director/Social Services Director/other authorized person to take all actions necessary to effectuate the intent of this Resolution.

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

1. Ozaukee County does declare its intent to join a multi-county consortium consistent with the requirements set forth in Act 32.

2. Ozaukee County hereby authorizes its Human Services Director/Social Services Director/other authorized person to enter into any and all contracts or other documents necessary to create, form, authorize and/or operate the multi-county consortium of which Ozaukee County will be a member.
3. Ozaukee County hereby authorizes its Human Services Director/Social Services Director/other authorized person to take any and all actions necessary to effectuate the intent of this Resolution.

Dated at Port Washington, Wisconsin, this 7th day of September, 2011.

HEALTH & HUMAN SERVICES COMMITTEE				
	Yes	No	Abstain	Absent
Daniel P. Becker	X			
Karl V. Hertz	X			
Gustav W. Wirth, Jr.	X			
Cynthia G. Bock	X			
Mark A. Cronce				X
Kathlyn M. Callen	X			

Motion made by Supervisor Geracie, seconded by Supervisor Walker, that Resolution No. 11-26 be adopted. Chairperson Brooks recognized Human Services Director Haupt to answer questions. The vote was taken as follows: Ayes - 28, Nays - 0, Absent - 3. The majority of the members present voting aye, the motion was declared adopted.

RESOLUTION NO. 11-27

AMENDING THE POLICY AND PROCEDURE MANUAL - EMPLOYEE DISCIPLINE AND GRIEVANCE PROCEDURE

RESOLVED, that Section 4.08 of the Ozaukee County Policy and Procedure Manual as pertaining to Employee Discipline, Grievances and Appeals be repealed and recreated to read:

4.08. EMPLOYEE DISCIPLINE AND GRIEVANCE PROCEDURE

(1) Definitions

- (a) "Abuse of Discretion" means failure to properly and/or reasonably consider facts and applicable laws
- (b) "Arbitrary and Capricious" means taking action not based upon consideration of relevant factors
- (c) "Clearly erroneous" means a finding of fact that is not reasonably supported by the evidence, an exception may be made for harmless errors
- (d) "Discipline" means unpaid suspension or termination
- (e) "Dismissal" means termination
- (f) "Employee" means a person who is hired for a wage, salary, fee or payment to perform work for the County; Employee does not include public safety employees

covered by a collective bargaining agreement, limited-term employees, seasonal or temporary employees and independent contractors

- (g) “Grievance” means a complaint brought under this policy relating to discipline or dismissal/termination
- (h) “Suspension” means the County’s temporary withdrawal, without pay, of an employee from their employment. Suspension does not include; terminations, layoffs or other forms of workforce reductions, reductions in pay, demotions, oral or written warnings, implementation of performance improvement plans, performance evaluations, suspensions with pay, job transfers, and changes in work assignments or locations of work.
- (i) “Termination” means an ending of the employment relationship for disciplinary or performance reasons. Termination does not include; layoff or other forms of workforce reductions, job transfers, demotions, job abandonment, failure to pass a probationary period, end of the employment relationship due to a disability, retirement, termination or completion of a temporary assignment or contract, or death
- (j) “Working Day” means any day the department that employs the employee is open for public business
- (k) “Workplace Safety” means the safety of the physical work environment, the operation of equipment and tools, provision of personal and other protective equipment, training and warning requirements, limited to an individual employee for matters not currently legislated by the Federal or State government. Workplace safety does not include any other conditions of work not related to an employee’s physical workplace safety, including, but not limited, to hours of work, assignment of overtime, medical leaves, sick and vacation accruals and use, work schedules and assignments, employee breaks, performance evaluations and compensation in any form.

(2) Applicability:

- (a) The discipline and grievance procedure shall apply to all regular full and part-time employees, with the exception of sworn Sheriff’s Deputies covered by a collective bargaining agreement.
- (b) This policy is not a guarantee of employment, a guarantee of any rights or benefits, does not create or grant covered employees with a property interest in their employment or tenure rights of any kind and does not constitute a contract of employment, express or implied.
- (c) Unless specifically required by another statute or code, the County’s employment relationship with employees eligible to use this procedure is at will and employment may be terminated at any time for any reason, with or without cause and with or without notice, at the option of the County or the employee.

(3) Disciplinary Action: Employee discipline is issued at the sole discretion of management

(a) Grievance Procedure:

1. Applicability and Administration:
 - a. Any regular full-time or part-time employee has the right to grieve disciplinary action taken in regard to their employee suspension, termination or workplace safety.
 - b. All employee grievances shall be administered by the Human Resources Department
 - c. Every effort shall be made to mediate and resolve an employee grievance as early in the process as practicable
 - d. The failure of an employee to file or advance a grievance to the subsequent steps in the grievance process, within the required time limits, will result in the termination of the grievance
 - e. An employee may advance the grievance to the subsequent step if the required response is not provided within the required time limits
 - f. The required time limits may be extended by mutual agreement
 - g. The employee and the County have the right to representation at any step in the grievance process, at the party's expense
 - h. The employee's representative may not be a material witness to the suspension, termination or workplace safety issue
 - i. Any employee who files a grievance that is false or misleading or for the purposes of intimidation, annoyance or harassment or who otherwise files a grievance in bad faith is subject to disciplinary action.
2. All employee grievances must be presented in writing on the Employee Grievance Form and include the following:
 - (a) The date of the incident
 - (b) The rule or order violated
 - (c) A statement of facts surrounding the grievance
 - (d) The requested remedy
3. Management responses to employee grievances must include the following:
 - a. The date of the employee meeting
 - b. A statement of any steps taken formally or informally to resolve the grievance and the results of these steps
 - c. The decision on the grievance
 - d. A statement advising the employee of the subsequent appeal steps, if any, and the timeline for filing an appeal

4. The following procedure shall normally govern the handling of all grievances.
 - a. Initial Presentation:
 - (1) The employee shall present the grievance within ten (10) working days, of the disciplinary action to the Human Resources Department
 - (2) After the grievance is received, the Department Head and Human Resources Director shall meet with the employee within five (5) working days to attempt to resolve and adjudicate the grievance
 - (3) Following the meeting, the Department Head shall make a decision or determination thereof within five (5) working days and advise the employee in writing.
 - b. Appeal to Impartial Hearing Officer:
 - (1) In the event the employee is not satisfied with the decision or determination of the Department Head and Human Resources Director, the employee may file an appeal to an impartial hearing officer by giving notice in writing to the Human Resources Department within five (5) complete working days after receipt of the decision or determination.
 - (2) The County Administrator within ten (10) working days of the receipt of the appeal shall provide the employee with a list of impartial hearing officers
 - (3) Within five (5) working days the employee shall return the list to the Human Resources Department with the hearing officers ranked in order of preference
 - (4) The highest ranked hearing officer shall be selected for the hearing, if unavailable, the selection shall be made in descending order
 - (5) If the ranked list is not returned within the prescribed time limit the County Administrator shall appoint a hearing officer from the list
 - (6) A hearing shall be scheduled by the Human Resources Department within twenty-eight (28) days of the selection of the impartial hearing officer
 - (7) Not less than seven (7) days before the scheduled hearing, the employee and the County shall exchange lists of all witnesses and exhibits that may be introduced at the hearing
 - (8) Burden of proof:
 - (a) The County has the burden of proof in grievances regarding suspension or termination, proving by a preponderance of evidence standard supporting the employment action
 - (b) The employee has the burden of proof in grievances regarding workplace safety, proving that clear and convincing evidence that corrective action is required

(9) Role of the impartial hearing officer: the hearing officer conducts the hearing and shall:

1. Administer oaths and affirmations as necessary
2. Take the testimony of witnesses and admit evidence
3. Make an audio recording of the hearing
 - a. The County shall provide the recording equipment
 - b. A copy of the audio recording may be requested by the County or employee and will be provided in an acceptable electronic format
4. Accept oral or written arguments: written arguments shall be limited to two (2) typewritten pages in 12 point font.
5. Order a remedy to the grievance
 - a. Such order shall comply with all pertinent sections of the County Policy and Procedure Manual
 - b. In matters of employee suspensions or terminations, orders shall be limited to reinstatement and the provision of full or partial back pay
 - c. In matters of workplace safety, the orders shall recommend a remedy, but may not require any expenditure of County funds
6. Within twenty-eight (28) days of the hearing provide a written decision and contain the following:
 - a. The case description
 - b. Summary of facts
 - c. The final decision
 - d. In the event that the County's decision is overturned an remedy

(10) The hearing shall be closed to the public

c. Appeal to the County Board

(1) In the event the employee or the County is not satisfied with the decision or determination of the impartial hearing officer, the employee may file an appeal to the full County Board by giving notice in writing to the Human Resources Department and County Clerk within five (5) working days after receipt of the decision or determination.

(2) The appeal shall be scheduled within sixty (60) days of the notice of appeal

- (3) The appellant shall bear the cost of providing copies for the appeal and must provide thirty-five (35) copies of the hearing record seven (7) days prior to the appeal
- (4) Appeal Hearing Procedure
 - (a) The County Board may request that , the employee, or their representatives, present oral arguments during the appeal
 - (b) The County Board shall discuss and deliberate the appeal and is limited to a review of the impartial hearing record and the oral arguments presented
 - (c) The determination shall be limited to remedying a procedural error, abuse of discretion or an arbitrary or capricious decision by the impartial hearing officer
 - (d) No evidence not presented during the hearing before the impartial hearing officer may be considered in this determination
 - (e) All determinations shall be made by a simple majority of County Board members present and shall affirm, modify, or reverse the decision
 - 1. The County Board Chair shall sign a written determination of the appeal within ten (10) working days of the hearing containing the following:
 - a. The case description
 - b. Summary of facts
 - c. The final decision
- (5) The County Board decision is final and may not be appealed.

Dated at Port Washington, Wisconsin, this 7th day of September, 2011.

FINANCE COMMITTEE				
	Yes	No	Abstain	Absent
Lee Schlenvogt	X			
Richard C. Nelson	X			
James H. Uselding	X			
Donald G. Dohrwardt	X			
Thomas H. Richart	X			
Robert T. Walerstein	X			

Motion made by Supervisor Szatkowski, seconded by Supervisor Rothstein, that Resolution No. 11-27 be adopted.

Motion made by Supervisor Richart, seconded by Supervisor Winker to amend (3)(a)4c(1) by changing “the employee” to read “either party”. The vote was taken on

amendment #1 as follows: Ayes - 28, Nays - 0, Absent - 3. The majority of the members present voting aye, the motion was declared adopted.

Chairperson Brooks recognized Human Resources Director Dzwinel to answer questions.

Supervisor Nelson offered a friendly amendment to change (3)(a)4c(4)(a) to change “employee” to “appellant”. Supervisors Szatkowski and Rothstein were in agreement.

Motion made by Supervisor Nelson, seconded by Supervisor Callen to amend (3)(a)4c(3) by deleting “thirty-five (35) copies” and inserting “an electronic document” of the hearing record..... The vote was taken on amendment #2 as follows: Ayes - 26 (Winker, Leider, Niehaus, Brooks, Schlenvogt, Becker, Nelson, Dean, Meyer, Kaul, Kletti, Richart, Grosklaus, Curtis, Buntrock, Stumpf, Walker, Geracie, Uselding, Callen, Petzold, Marchese, Hertz, Bock, Szatkowski, Rothstein), Nays – 1 (Dohrwardt), Abstain – 1 (Wirth) Absent – 3 (Cronce, Walerstein, Slater). The majority of the members present voting aye, the motion was declared adopted.

The vote was then taken on Resolution No. 11-27, as amended, as follows: Ayes - 26 (Winker, Leider, Dohrwardt, Niehaus, Brooks, Schlenvogt, Becker, Nelson, Dean, Kaul, Kletti, Richart, Grosklaus, Curtis, Buntrock, Stumpf, Walker, Geracie, Uselding, Callen, Petzold, Marchese, Hertz, Bock, Szatkowski, Rothstein), Nays - 0, Abstain – 2 (Meyer, Wirth), Absent – 3 (Cronce, Walerstein, Slater). The majority of the members present voting aye, the motion was declared adopted.

Chairperson Brooks directed the Finance Committee to review this Employee Discipline and Grievance Procedure based on today’s discussion and report back to the County Board in 60 days.

RESOLUTION NO. 11-28

OZAUKEE COUNTY DEPUTIES ASSOCIATION LABOR AGREEMENT

RESOLVED, by the Ozaukee County Board of Supervisors, based on contract negotiations, the 2011 - 2013 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:

ARTICLE 7 - SENIORITY

Section 7.03(d). Rewrite as follows: “In the event the Sheriff, or his representative, is required to fill a temporary vacancy on a shift on an overtime basis and the assignment of such extra work must be made on a seniority basis pursuant to paragraphs (a) and (c) of this Section, the Sheriff, or his representative, shall first attempt, on a seniority basis, to make the assignment of the total hours the Sheriff, or his representative, determines necessary to fill the vacancy to an off-duty employee in the appropriate classification grouping to whom assignment will not result in that employee working more than eight (8) consecutive hours. A break of ninety (90) minutes or less will not be construed as a break in consecutive hours worked for the purpose of this paragraph only. The Sheriff, or his representative, shall not be required to make more than one phone call in his attempt to contact and offer such assignment to such off-duty employee. If no such off-duty employee is available or willing to accept the total hours of such assignment the Sheriff, or his representative, will then make the assignment, on a seniority basis, by extending the shifts of an employee on the previous shift and of an em-

ployee on the succeeding shift unless an off-duty officer is willing to cover the shift extension hours to cover the hours, the Sheriff, or his representative, determine necessary to fill the vacancy, provided however, that if the employees on either or both of such shifts decline the assignment, the assignment will be made to the least senior employee working that shift. An officer cannot be assigned a forced extension of hours if it does not allow for a minimum of seven and three-quarters (7.75) hours off between scheduled shifts unless an emergency exists.

Nothing contained in the above procedure shall be construed to prevent the sheriff, or his representative, from utilizing other assignment procedures in emergency situations or if the above.”

ARTICLE 7 – SENIORITY, Section 7.06 - Job Posting:

c) Trial Period. An employee, upon being awarded a new position pursuant to the above job posting procedure, shall serve a trial period of four (4) months in the new position. The four (4) month trial period shall be exclusive of any time spent in school to be certified and the duration of Field Training for the position. An employee who is determined to be unable to do the work of the new classification within such trial period shall be returned to his or her former position. The Employer may return the employee back to his or her former position at any time during the trial period, or at the conclusion of the trial period, subject to the grievance procedure. The employee may return to his or her former position if he or she so elects during the four (4) month trial period upon giving five (5) calendar days written notice to the Sheriff. The trial period for any particular employee may be waived or extended by mutual written agreement between the Employer and the Association. Continued service beyond the four (4) month trial period shall be deemed evidence of satisfactory completion of the trial period.

ARTICLE 10 - HOURS OF WORK

Section 10.01 - Workweek, Work Cycle, Notice: The average workweek for employees shall be forty (40) hours, and the Sheriff shall establish regular work schedules (based on ~~five [4] workdays~~~~[5] workdays~~, two [2] days off, ~~four [4] workdays~~, ~~two [2] days off~~, except for those classifications which have been scheduled five [5] workdays, Monday through Friday, two [2] days off, Saturday and Sunday) which will permit employees to obtain as nearly as possible these hours per week. Work schedules shall be posted ten (10) days in advance. The Sheriff or the Sheriff's representative may make changes in posted work schedules in emergency situations or where mutually agreed to between the Sheriff or the Sheriff's representative, and the employee involved. In the event other changes in a posted work schedule are made, employees affected will be paid time and one-half (2) for all regular hours worked under the changed work schedule which are outside their posted work schedule.

Section 10.02 - Workday: The workday of employees assigned to the Jail and Patrol Divisions ~~scheduled on the (5 2), (4 2) work cycle~~ shall be eight and one-quarter (8 1/4) consecutive hours. The workday for all other employees shall be eight (8) consecutive hours.

ARTICLE 12 – WAGES

Section 12.01 - Wage Rates for Current Employees:

Option #1 –

- 2011: 0%

- 2012: 0%
- 2013: 1.0%

New wage scales Section 12.01. Modify the pay scale for Deputies hired after date of ratification as follows:

Jailor	Hourly	Monthly	Annually
Hire	\$22.00	\$3,520.00	\$44,286.00
12 months	\$22.60	\$3,616.00	\$45,493.80
24 months	\$23.20	\$3,712.00	\$46,701.60
36 months	\$23.80	\$3,808.00	\$47,909.40
48 months	\$24.40	\$3,904.00	\$49,117.20
60 months	\$25.00	\$4,000.00	\$50,325.00

Section 12.04. Rewrite 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. All such payment of contributions made by the Employer shall be reported to the Wisconsin Retirement System in the same manner as though deducted from the earnings of said participating employees, and all such payments of contributions made by the Employer shall be available for all Retirement Fund benefit purposes to the same extent as normal contributions which were deducted from the earnings of said participating employees, it being understood that such payments made by the Employer shall not be considered municipality contributions.

For employees hired after date of ratification the County shall pay to the Wisconsin Retirement System an amount equal to the employer contribution for non protective occupation status employees (5.8% in 2011) the employee shall pay the remaining contribution.

Should State Statute or any other legal action require that the employees employed on the date of ratification contribute to the Wisconsin Retirement System, the current contract shall not serve as a bar to implementing the employee contribution. Upon implementation of the employee retirement contribution all employees shall receive a 2.0% wage increase.

ARTICLE 14 – UNIFORMS – amended to reflect contract years

ARTICLE 15 - INSURANCE

Section 15.01 - Hospital and Surgical Insurance: The policy of furnishing group health insurance shall be as follows:

- a) For full-time employees, the Employer shall pay up to eight-nine (89%) 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 eleven (11%) percent of the premium cost through payroll deduction. Delete (b) through (i); health insurance plan design

Page 26, Section 15.01(I), line 18. Delete. “Four thousand five hundred dollars (\$4,500.00) for 2008 and 2009 Update for current years

ARTICLE 17 - VACATIONS

Section 17.01: Employees shall accrue vacation leave for each paid hour, including overtime, (computed on the actual overtime hours worked), at the following rates. No vacation leave may be taken during the first year of employment.

For employees hired after date of ratification accumulated vacation days shall accrue as follows:

<u>Upon Completion of:</u>	<u>Rate of Accrual</u>	<u>Normal Workweek</u>	<u>Maximum Accrual per anniversary year</u>
	.06 of an hr.	40.00 hr 41.25 hr	<u>80.00</u> 120 hours <u>82.50</u> 123.75 hours
6 years of Continuous Employment	.08 of an hr	40.00 hr 41.25 hr	<u>120.00</u> 160 hours <u>123.75</u> 165 hours
14 Years of Continuous Employment	.10 of an hr	40.00 hr. 41.25 hr	<u>160.00</u> 200 hours <u>165.00</u> 206.25 hours
24 Years of Continuous Employment	.12 of an hr	40.00 hr 41.25 hr	<u>200.00</u> 240 hours <u>206.25</u> 247.50 hours

Section 18.09: If an employee retires, dies or is employed by the County and fifty (50) years of age or older during the term of this Agreement and on the date of retirement or death has unused sick leave the Employer will place the employee’s sick leave entitlement into the Ozaukee County Deputy Sheriff’s Association Trust for such employee or the employee’s spouse and/or dependent children from which the employer will pay out the following.

Accumulated Sick Days:

60-79 days.....	40% of the days
Up to 80-99 days.....	50% of the days
Up to 100-120 days.....	60% of the days
Up to 150 days	65% of the days

For employees hired after date of ratification accumulated sick days shall accrue as follows:

<u>Up to 80-99 days.....</u>	<u>40% of the days</u>
<u>Up to 100-120 days.....</u>	<u>50% of the days</u>
<u>Up to 150 days</u>	<u>60% of the days</u>

Dated at Port Washington, this 7th day of September, 2011.

EXECUTIVE COMMITTEE				
	Yes	No	Abstain	Absent
Robert A. Brooks	X			
Kathlyn T. Geracie	X			
Lee Schlenvogt	X			
Daniel P. Becker	X			
Patrick Marchese	X			
Nancy Szatkowski	X			

Motion made by Supervisor Leider, seconded by Supervisor Walker, that Resolution No. 11-28 be adopted.

Supervisor Dohrwardt offered a friendly amendment under Article 10, Section 10.01, “employees affected will be paid time and one-half (2) (1.5) for” Supervisors Leider and Walker were in agreement.

The vote was then taken on Resolution No. 11-28 as follows: Ayes -28, Nays - 0, Absent - 3. The majority of the members present voting aye, the motion was declared adopted.

ORDINANCE NO. 11-2

The Ozaukee County Board of Supervisors does ordain that the Ozaukee County Shoreland and Floodplain Zoning Map be amended in accordance with Section 7.11 of the Ozaukee County Code of Ordinances, to indicate a zoning change from Floodplain to Non-Floodplain within the Lake Michigan shoreline.

The affected property is located in the Town of Belgium, T12N-R23E in part of the NE 1/4 of NW 1/4 of Section 7, Tax Key # 02-007-05-003.00. Site address: 6892 Jay Road Beach South.

This Ordinance shall take effect upon passage and publication.

Dated at Port Washington, Wisconsin, this 7th day of September, 2011.

NATURAL RESOURCES COMMITTEE				
	Yes	No	Abstain	Absent
Patrick Marchese	X			
Jennifer K. Rothstein	X			
Joseph A. Dean	X			
Glenn F. Stumpf	X			
Timothy F. Kaul	X			
Rose Hass Leider	X			
Carl Dobberfuhr, FSA Rep	X			

Robert A. Brooks

CHAIRPERSON - COUNTY BOARD

Motion made by Supervisor Leider, seconded by Supervisor Wirth, that Ordinance No. 11-2 be enacted. The vote was taken as follows: Ayes - 28, Nays - 0, Absent - 3. The majority of the members present voting aye, the motion was declared adopted.

Under committee reports, Supervisor Wirth noted that the Southeastern Wisconsin Regional Planning Commission will be meeting at Concordia University on September 14 at 3:00pm and will be acting on the Park and Open Space Plan for Ozaukee County.

Motion made by Supervisor Winker, seconded by Supervisor Becker, to adjourn, subject to call by the Chairperson, or until Wednesday, September 21, 2011 at 8:00 A.M. at Mee-Kwon Golf Course Clubhouse for the annual Road Trip. All members present voting aye, the motion was declared adopted.

Meeting declared adjourned at 10:06AM