

***LABOR AGREEMENT***

BETWEEN

***OZAUKEE COUNTY***

AND

***OZAUKEE COUNTY DEPUTY SHERIFF'S ASSOCIATION***

***LOCAL 115***

OF THE

***LABOR ASSOCIATION OF WISCONSIN, INC.***

January 1, 2014      December 31, 2016

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1 **AGREEMENT**

2 THIS AGREEMENT made and entered into by and between Ozaukee County, through its  
3 duly authorized Executive Committee, hereinafter referred to as the "Employer," and the Ozaukee  
4 Deputy Sheriffs' Association, Local 115 of the Labor Association of Wisconsin, Inc., hereinafter  
5 referred to as the "Association".

6 It is the purpose of this Agreement and the desire of the parties thereto to protect and promote  
7 the interest and welfare of the general public to whom the parties provide services, to maintain  
8 harmonious labor relations without interruption of services, to obtain an agreement covering the  
9 wages, hours and conditions of employment, to provide for the well-being of the employees and to  
10 allow the County to operate and manage its affairs effectively and efficiently.

11 In the event of any conflict between a provision of this Agreement and any County  
12 Resolution or Ordinance relating to the wages, hours and conditions of employment of the  
13 employees included in the bargaining unit, the provisions of the Agreement shall control.  
14

15 **ARTICLE 1 - RECOGNITION AND REPRESENTATION**

16 **Section 1.01 - Recognition:** The Employer recognizes the Association as the exclusive  
17 bargaining agent for all sworn personnel classified by Ozaukee County as protective occupation  
18 participants in the Wisconsin Retirement System per 40.02(48)(a) Wis. Stats., (including all  
19 individuals serving probationary periods) employed by the Ozaukee County Sheriff's Department,  
20 excluding Jailers, Jail Sergeants, office clericals, supervisory, managerial, executive and  
21 confidential employees for the purpose of collective bargaining with the County or its lawfully  
22 authorized representatives, on questions of wages, hours and conditions of employment.

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

25 The representative of the Sheriff, whenever used in this Agreement, shall refer to the  
26 Undersheriff or Captain and then to a supervisor who is not included in the bargaining unit.  
27

28 **ARTICLE 2 - DUES CHECKOFF-FAIR SHARE AGREEMENT**

29 **Section 2.01 - Dues Checkoff:**

30 a) The employer, upon receipt of an authorization card at the Human Resources

1 Department, shall deduct Association dues from the payroll checks of all employees so authorizing  
2 the deduction in an amount certified by the Treasurer of the Association. Checkoff shall become  
3 effective in the next pay period designated for such deductions after filing such card with the Human  
4 Resources Department. The County agrees that it will make deductions from the employees'  
5 paychecks for Association dues and the amount of the employee contribution for health insurance  
6 premium costs during different pay periods, if the County can reach the same agreement with all of  
7 its unionized employees.

8 b) Changes in the dues' amounts to be deducted shall be certified by the Association at  
9 least thirty (30) calendar days before the date on which the change is to be effective.

10 c) The Association shall indemnify, defend, and save the Employer harmless against  
11 any and all claims, demands, suits, orders or judgments that shall arise out of or by reason of action  
12 taken by the Employer in compliance with employee payroll deduction authorization cards  
13 submitted by the Association to the Employer.

14 **Section 2.02 - Fair Share Agreement:**

15 a) Representation. The Association, as the exclusive representative of all employees in  
16 the bargaining unit, represents all such employees, both Association and non-Association, fairly and  
17 equally, and all employees in the bargaining unit shall be required to pay their proportionate share  
18 of the costs of such representation as set forth in this Article.

19 b) Membership. No employee shall be required to join the Association, but membership  
20 in the Association shall be made available to all employees who apply, consistent with the  
21 Constitution and By-Laws of the Association. No employee shall be denied Association  
22 membership on the basis of race, color, sex, age, religion, national origin, ancestry, disabilities,  
23 marital status, arrest or conviction record, or sexual orientation.

24 c) Payroll Deduction. Effective upon two (2) full months of employment, the  
25 Employer shall deduct once each month from the earnings of each employee in the bargaining unit  
26 who has not authorized dues checkoff as provided in Section 2.01, an amount certified by the  
27 Association as the proportionate share of the cost of the collective bargaining process and contract  
28 administration measured by the amount of dues uniformly required of all members and pay said  
29 amount to the Treasurer of the Association on or before the end of the month in which said  
30 deduction was made.

1 Changes in the amount to be deducted shall be by written notification from the Association  
2 to the Employer at least thirty (30) calendar days prior to the effective date of any such change.

3 The Employer shall not be required to submit any amounts to the Association under this  
4 Agreement for employees otherwise covered who are on layoff, leave of absence or other status in  
5 which they receive no pay for the pay period normally used by the Employer to make such  
6 deductions.

7 The Employer shall provide the Association with a list of the names of all employees from  
8 whom such deductions are made with each monthly remittance to the Association.

9 If an error is discovered with respect to any deduction under this provision, the Employer  
10 shall correct said error by appropriate adjustment in the next paycheck used by the Employer to  
11 make such deductions.

12 d) Employer Saved Harmless. The Association shall indemnify, defend, and save the  
13 Employer harmless against any and all claims, demands, suits, orders or judgments that shall arise  
14 out of or by reason of action taken by the Employer in compliance with this Section.

15  
16 **ARTICLE 3 - ASSOCIATION ACTIVITY**

17 **Section 3.01:** No Association business shall be conducted with or by employees who are  
18 on duty. This provision, however, shall not operate as to prevent a committee member or officer  
19 from participating in any grievance or bargaining session in accordance with the procedures  
20 outlined in this Agreement nor to prevent certain routine business, such as the posting of the  
21 Association notices and bulletins, provided that permission is first obtained from the Sheriff or the  
22 Sheriff's representative.

23 **Section 3.02:** Business agents or representatives of the Association having business with  
24 the officers or individual members of the Association may confer with such Association officers  
25 or members during the course of the workday for a reasonable time, provided that permission is  
26 first obtained from the Sheriff or the Sheriff's representative.

27 **Section 3.03:** Space shall be provided on a department bulletin board for the posting of  
28 Association notices, announcements, etc. Any such materials posted on the bulletin board shall be  
29 initialed by a local Association officer.

30 **Section 3.04:** The Association shall be represented in negotiations and grievances by such

1 persons or committees as selected by the Association. The Association agrees to notify the  
2 Employer of designated employee Association representatives.

3 **Section 3.05:** No Association meetings shall be attended by employees while on duty,  
4 except with the prior written approval of the Sheriff or the Sheriff's representative. Association  
5 ratification votes for a new collective bargaining agreement may be held at the Sheriff's  
6 Department and employees who are working shall be allowed to attend the ratification vote,  
7 provided they are subject to call if needed.

8  
9 **ARTICLE 4 - GRIEVANCE PROCEDURE**

10 **Section 4.01 - Definition:** Only matters involving the interpretation, application or  
11 enforcement of the terms of this Agreement shall constitute a grievance.

12 **Section 4.02 - Grievance Initiative:** Grievances must be initiated at Step 1 within twenty-  
13 one (21) calendar days of the date the Association or the employee involved knew or should have  
14 known of the occurrence of the grievance. All grievances shall be signed by the individual  
15 employee involved and/or by an Association representative, and shall state the specific provision  
16 or provisions of the Agreement alleged to have been violated.

17 **Section 4.03 - Individual Employee Grievances:** The parties agree to abide by applicable  
18 State law regarding the presentation and adjustment of individual employee grievances. Any  
19 employee filing a grievance shall be entitled to be represented by a representative of the  
20 Association at any step of the grievance procedure.

21 **Section 4.04 - Steps of Grievance Procedure:**

22 **Step 1.** The aggrieved employee and/or Association representative shall present the  
23 grievance in writing to the Sheriff or, in his absence, the Sheriff's representative. The Sheriff or,  
24 in his absence, the Sheriff's representative, shall meet and discuss the grievance with the aggrieved  
25 employee and/or the Association representative and shall respond in writing within ten (10)  
26 working days after such meeting to the aggrieved employee and the Association representative.

27 **Step 2.** If the grievance is not settled in Step 1, the aggrieved employee and/or the  
28 Association representative shall have the right to appeal the grievance by letter to the Executive  
29 Committee (at the Human Resources Director's office). Such appeal must be made within five (5)  
30 working days after receipt of the Step 1 answer or last date due.

1           The Executive Committee shall meet to discuss the grievance with the aggrieved employee  
2 and/or his or her Association representative within thirty-five (35) calendar days after receipt of  
3 the Step 2 appeal, and shall respond in writing within ten (10) working days after such meeting to  
4 the aggrieved employee and/or Association representative.

5           Step 3. If the grievance is not settled in Step 2, the Association shall have the right to  
6 appeal the grievance to arbitration. Such appeal must be made within ten (10) working days after  
7 receipt of the Step 2 answer or last date due by written notice to the Chairman of the Executive  
8 Committee (at the Human Resources Director's office) that the Association intends to submit the  
9 grievance to arbitration.

10           The parties shall first attempt to mutually agree on an arbitrator. Thereafter, if no  
11 agreement is made the parties shall each select three (3) names from the list of Wisconsin  
12 Employment Relations Commission (WERC) staff arbitrators. After each party has selected three  
13 (3) names, the names will be reviewed by the parties and if the parties have both selected the same  
14 name, that person will be requested to be the arbitrator to resolve the dispute. If the six (6) names  
15 are different, the names will be placed into a container and one name will be withdrawn and  
16 discarded. The remaining five (5) names will comprise the list of arbitrators. The Employer and  
17 the Association shall alternately strike names from the list until one (1) remains, and the name  
18 remaining will be the arbitrator to hear the dispute. The order of striking shall be determined by  
19 "the toss of a coin".

20           Arbitration proceedings shall be implemented in a manner prescribed by the arbitrator. The  
21 arbitrator so selected shall hold a hearing at a time and place convenient to the Employer,  
22 Association and arbitrator. The arbitrator shall take such evidence as in his or her judgment is  
23 appropriate for the disposition of the dispute. Statements of position may be made by the Employer  
24 and the Association and witnesses may be called by them. The arbitration award shall be reduced  
25 to writing and submitted to the Employer and the Association.

26           **Section 4.05 - Arbitration Award:** The arbitrator shall make a decision, which shall be  
27 final and binding on both parties. The arbitrator shall not add to, subtract from, or modify the  
28 provisions of the Agreement.

29           **Section 4.06 - Costs:** The fees and expenses of the arbitrator shall be borne by the  
30 Employer and Association equally. Either the Employer or the Association may request a

1 transcript of the arbitration proceeding. The cost of same shall be borne entirely by the party  
2 ordering same, but if both the Employer and the Association desire a transcript, the cost shall be  
3 equally shared.

4 The expenses relating to the calling of non-employee witnesses or the obtaining of  
5 depositions shall be borne by the party at whose request such witnesses or depositions are required.

6 On-duty employee witnesses shall suffer no loss in pay for necessary time spent at the  
7 hearing, provided however, that if there is more than one (1) such employee involved in addition  
8 to the grievant, the parties agree that wherever possible no more than one (1) such employee will  
9 be permitted to attend the hearing at the same time. The County shall not be required to pay the  
10 wages for more than one (1) on duty employee Association representative to attend the hearing,  
11 provided however, that the Association agrees that wherever practical an off-duty employee  
12 Association representative will be used to attend the hearing. In the event of any dispute over the  
13 application of the provisions of this paragraph, the parties agree to submit the dispute to the  
14 arbitrator at the hearing and to be bound by the arbitrator's bench decision thereon.

15 Any and all attorney's fees which may result from proceedings held under this Article shall  
16 be borne exclusively by the party retaining the attorney. Either the Employer or the Association  
17 may obtain the services of any attorney or other representative of its choice at any stage of the  
18 proceedings under this Article.

19 **Section 4.07 - Time Limitations:** "Working day" shall not include Saturday, Sunday or  
20 holidays. Any time limit provided for in this Article may be extended by mutual agreement of the  
21 parties. Grievances not filed or appealed within the time limitations provided for in the Article  
22 shall not be subject to the grievance procedure or arbitration on their merits. The arbitrator shall  
23 have the authority to determine issues as to time limitations.

## 24 **ARTICLE 5 - MANAGEMENT RIGHTS**

25 **Section 5.01:** Except as otherwise provided in this Agreement, the Employer reserves and  
26 retains solely and exclusively all of its common law, statutory and inherent rights to manage its  
27 own affairs. Such rights include but are not limited to the following:

- 28 1. To determine the business practices of the County, including the purchase and  
29 utilization of equipment;  
30

- 1        2.     To manage and direct the work force;
- 2        3.     To make job assignments;
- 3        4.     To determine the size and composition of the work force;
- 4        5.     To train or re-train employees;
- 5        6.     To determine and schedule the work to be performed by the work force;
- 6        7.     To determine the competence and qualification of employees;
- 7        8.     To establish and revise job descriptions;
- 8        9.     To establish the manner and method of selection of new employees;
- 9        10.    To determine the methods, means and personnel by which and the location where the  
10            operations of the County are to be conducted;
- 11       11. To take the necessary action in situations of emergency;
- 12       12. To hire, promote and transfer employees;
- 13       13.    To lay off employees;
- 14       14.    To suspend, demote, discipline or discharge employees;
- 15       15.    To schedule and assign overtime;
- 16       16.    To make promotions and assignments to non-bargaining unit supervisory positions.  
17            Bargaining unit employees may refuse such promotions and assignments which are  
18            more than ten (10) consecutive workdays in duration;
- 19       17.    To create new positions or departments, to introduce new or improved operations, to  
20            terminate or modify existing positions, departments or operations, and to consolidate  
21            existing positions, departments or operations;
- 22       18.    To issue and amend reasonable work rules, provided the Employer shall first furnish  
23            the Association with a copy of the same. Any grievance over the reasonableness of a  
24            new or amended work rule must be filed within thirty (30) days after receipt of the new  
25            or amended work rule by the Association.

26

1 **ARTICLE 6 - PROBATIONARY PERIOD**

2 **Section 6.01 - Probation:** All newly hired employees shall serve a probationary period of  
3 one (1) calendar year from the date of hire. Probationary employees may be disciplined or  
4 discharged for any reason at the sole discretion of the Sheriff without recourse to any appeal or  
5 grievance procedure, but such probationary employees shall be entitled to all other rights and  
6 benefits of this Agreement. Continued service beyond the specified probationary period shall be  
7 deemed evidence of satisfactory completion of probation.

8 **Section 6.02 - Training:** As a condition of employment, probationary employees required  
9 by State statute to complete the basic law enforcement training must do so satisfactorily within a  
10 reasonable period as determined by the Employer. If a probationary employee fails to successfully  
11 complete such basic training the first time taken, such probationary employee shall be terminated  
12 immediately without recourse to any grievance procedure or appeal procedure.

13 **Section 6.03 - Seniority:** New employees shall not have seniority rights during their initial  
14 probationary period, but shall be granted seniority from their date of hire upon satisfactory  
15 completion of such probationary period.

16 **Section 6.04 - Residency:** Residency requirements shall be enforced in a manner  
17 consistent with law.

18  
19 **ARTICLE 7 - SENIORITY**

20 **Section 7.01 - Definition:** An employee's seniority shall consist of the total calendar time  
21 elapsed since the most recent date of hire with the County in a position included in the bargaining  
22 unit. Seniority shall accrue during periods of layoff, but shall not accrue during unpaid leaves of  
23 absence in excess of thirty (30) continuous calendar days. Seniority rights of employees on  
24 military leave shall be as provided by law. Employees who are receiving Worker's Compensation  
25 payments for temporary-total or temporary-partial disability based on employment with the  
26 County shall not be considered on an unpaid leave of absence for purposes of this Section.

27 **Section 7.02 - Seniority Roster:** A seniority roster shall be maintained by the Sheriff and  
28 such roster shall be posted on the bulletin board of the department.

29 **Section 7.03 - Shifts, Etc:**

30 a) The assignment of shifts on a permanent basis, extra work, and vacation shall be

1 made by the Sheriff to the employees insofar as possible on a seniority basis. All employees  
2 reserve the right to file a grievance if seniority is not followed.

3 b) With respect to the assignment of shifts referred to in subparagraph (a) above, an  
4 employee serving a trial period shall not be considered to have seniority standing and such shift  
5 assignments on a seniority basis shall occur only when a vacancy exists.

6 c) The assignment of extra work as provided in Subsection (a) above refers to  
7 assignments made to employees within the following classification groupings:

- 8 .
- 9 1. Patrol Officer, Patrol Sergeant;
  - 10 2. Detective;
  - 11 3. Corporal

12 Seniority continues to refer to seniority in the Sheriff's Department, as it relates to boarded inmate  
13 transportation may be filled on a seniority basis from anyone in the bargaining unit.

14 Whenever the County has eight (8) hours or less advance notice of the need for extra work  
15 due to an emergency, sick leave, or in-state prisoner transports, the extra work may be assigned  
16 regardless of seniority. Extra work pertaining to court, training or the continuation of an  
17 employee's regular work shift due to an assignment the employee is working on, may also be  
18 assigned regardless of seniority. Extra work pertaining to an ongoing assignment that the  
19 detectives are actively working on, including but not limited to out-of-state transport, may also be  
20 assigned regardless of seniority.

21 d) In the event the Sheriff, or his representative, is required to fill a temporary vacancy  
22 on a shift on an overtime basis and the assignment of such extra work must be made on a seniority  
23 basis pursuant to paragraphs (a) and (c) of this Section, the Sheriff, or his representative, shall first  
24 attempt, on a seniority basis, to make the assignment of the total hours the Sheriff, or his  
25 representative, determines necessary to fill the vacancy to an off-duty employee in the appropriate  
26 classification grouping to whom assignment will not result in that employee working more than  
27 eight (8) consecutive hours. A break of ninety (90) minutes or less will not be construed as a break  
28 in consecutive hours worked for the purpose of this paragraph only. The Sheriff, or his  
29 representative, shall not be required to make more than one phone call in his attempt to contact  
30 and offer such assignment to such off-duty employee. If no such off-duty employee is available

1 or willing to accept the total hours of such assignment, the Sheriff, or his representative, will then  
2 make the assignment, on a seniority basis, by extending the shifts of an employee on the previous  
3 shift and of an employee on the succeeding shift unless an off-duty officer is willing to cover the  
4 shift extension hours the Sheriff, or his representative, determine necessary to fill the vacancy,  
5 provided however, that if the employees on either or both of such shifts decline the assignment,  
6 the assignment will be made to the least senior employee working that shift. An officer cannot be  
7 assigned a forced extension of hours if it does not allow for a minimum of seven and three-quarters  
8 (7.75) hours off between scheduled shifts unless an emergency exists.

9 Nothing contained in the above procedure shall be construed to prevent the Sheriff , or his  
10 representative, from utilizing other assignment procedures in emergency situations or if the above  
11 procedures do not result in the assignment of an employee or employees to fill the vacancy.

12 **Section 7.04 - Layoff - Recall:** In the event the County, due to lack of funds or other  
13 legitimate reason, decides to reduce the number of personnel in any classification, the employee  
14 in the classification affected with the least amount of classification seniority shall be the first  
15 person laid off, provided the County retains qualified employees to perform the remaining  
16 available work. In the event an employee has more total bargaining unit seniority than an  
17 employee in an equal or lower paying job classification included in the bargaining unit, such  
18 employee shall be allowed to replace that employee in the equal or lower paying job classification  
19 included in the bargaining unit at the same step in the new classification that the employee was  
20 previously in, provided that such more senior employee is capable of performing the work in the  
21 equal or lower paying job classification. The last employee laid off shall be the first employee re-  
22 employed in the event of an opening in the employee's previous job classification or equal or lower  
23 paying job classification, provided that such employee is available for work, desires to return, is  
24 capable of performing the available work and has not lost his or her seniority as provided in Section  
25 7.07. A work sharing arrangement may be substituted in part or in full for a layoff, provided such  
26 arrangement is agreed to by the County and the Association in writing.

27 **Section 7.05 - Notice of Recall:** Notice of recall shall be sent by certified mail, return  
28 receipt requested, to the last address the County has on file and such notice, whether actually  
29 received or not, shall satisfy the County's notice obligation. In the event a recalled employee is  
30 unable to report to work because of sickness or injury, the County shall give notice of recall to the

1 next eligible employee and the recalled employee who was unable to report to work for the above  
2 reasons shall be placed back on the recall list for a subsequent recall.

3 **Section 7.06 - Job Posting:** Whenever a new or vacant position is to be filled, it will be  
4 filled in the following manner:

5 a) Notice of Vacancy. A notice of all new and vacant positions in any classification  
6 included in the bargaining unit shall be posted on the department bulletin board for seven (7)  
7 calendar days provided that there is no existing eligibility list as set forth in Article 24, Section  
8 24.01(A). Any employee desiring to fill any posted vacancy or new position shall sign the job  
9 posting notice.

10 Any employee on vacation during the full posting period will be deemed to have signed  
11 the posting and immediately upon his or her return to work from the vacation period such employee  
12 shall indicate to the Sheriff in writing whether he or she desires to be considered for the position.  
13 (The County may also attempt to contact such employee during his or her vacation period to obtain  
14 such employee's desire in writing). All positions posted shall be filled within a reasonable time  
15 subsequent to the completion of the job posting period and any testing period.

16 b) Qualifications. A general description of the job qualifications and duties shall be  
17 listed on the job posting notice, together with the date, time and place for any examination which  
18 may be conducted.

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

1 In the event an employee is returned or returns to his or her former position during the trial  
2 period as provided above, the County shall not be required to re-post the position, but may instead  
3 select another applicant who applied for the original vacancy, in accordance with Section 24.01.

4 d) Preference to Existing Employees. Wherever possible, promotions shall be made  
5 by awarding such new or vacant positions to existing employees of the department.

6 **Section 7.07 - Loss of Seniority:** Seniority and the employment relationship shall be  
7 broken and terminated if an employee:

8 a) Resigns (unexcused absence in excess of three [3] consecutive workdays shall be  
9 construed as resignation. Inability of an employee to notify the Employer of such absence because  
10 of physical inability or other just causes shall be taken into consideration in determining whether  
11 the absence is unexcused);

12 b) Is discharged;

13 c) Fails, without being excused, to return to work after:

14 1. The expiration of an unpaid leave of absence;

15 2. The expiration of a period of eligibility for Worker's Compensation for  
16 temporary-total or temporary-partial disability;

17 3. The expiration of five (5) calendar days following the date a notice of recall  
18 from layoff is received or dated undeliverable;

19 unless an extension is granted by the County in writing. In the event a recalled  
20 employee is unable to report to work in the above time period because of sickness  
21 or injury, such employee's seniority and his or her employment relationship with  
22 the County shall not be broken or terminated because of such failure to report to  
23 work;

24 d) Is retired; or

25 e) Is on layoff for a continuous period of twenty-four (24) calendar months or length  
26 of the employee's seniority if less than twenty-four (24) months.

## 27 **ARTICLE 8 - DISCIPLINE**

28 **Section 8.01:** Employees who have completed their initial probationary period may be  
29 suspended, demoted, dismissed or otherwise disciplined for just cause as follows:

30 a) Whenever the Sheriff, Undersheriff or Captain believes that an employee has acted

1 so as to show him or her to be incompetent to perform his or her duties or to have merited  
2 suspension, demotion or dismissal, he shall report in writing to the Public Safety Committee setting  
3 forth specifically his complaint, and when the party filing the complaint is the Sheriff, Undersheriff  
4 or Captain, he may suspend or demote the employee at the time such complaint is filed.

5 b) The Public Safety Committee shall forthwith notify the accused employee of the  
6 filing of the charges and on request furnish him or her with a copy of the same.

7 c) Within ten (10) days after mailing or serving notice of the charges filed, the accused  
8 employee may file a written request with the Public Safety Committee for a hearing and in that  
9 case the matter shall proceed according to Section 8.02. If the accused employee makes no request  
10 to the Public Safety Committee, then the Committee may take whatever action it deems justifiable  
11 on the basis of the charges filed and shall issue an order in writing.

12 d) In the event an employee is disciplined other than by suspension, demotion or  
13 dismissal, such discipline shall be for proper cause and any dispute is subject to being processed  
14 under the grievance procedure provided for in the Agreement. Such discipline is not subject to  
15 any proceedings before the Public Safety Committee.

16 **Section 8.02:**

17 a) Within three (3) weeks after filing of the request for a hearing provided for in  
18 Section 8.01(c) above, the Public Safety Committee shall appoint a time and place for the hearing  
19 of the charges, and the Committee shall notify the Sheriff, Undersheriff or Captain who filed the  
20 complaint with the Committee, and the accused employee of the time and place of such hearing.  
21 The Committee may take testimony at the hearing, and any testimony taken shall be transcribed.  
22 The Chairperson of the Committee shall issue subpoenas for the attendance of such witnesses as  
23 may be requested by the accused or the Sheriff.

24 b) At such hearing, the Chairperson of the Committee shall possess authority to  
25 maintain order and enforce obedience to his or her lawful requirements and if any person at the  
26 hearing shall conduct himself or herself in a disorderly manner, and after notice from the  
27 Chairperson shall persist therein, the Chairperson may order him or her to withdraw from the  
28 hearing and on his or her refusal may order the Sheriff or other person to take him or her into  
29 custody until the hearing is adjourned for the day.

30 c) At the termination of the hearing, the Public Safety Committee shall determine, in

1 writing, whether or not the charge is well-founded and shall take such action by way of suspension,  
2 demotion, dismissal, other disciplinary action or reinstatement, as it may deem requisite and proper  
3 under the circumstances and file the same with the Chairperson of the Committee.

4 d) The accused may appeal from the order to the Circuit Court by serving written  
5 notice thereof on the Chairperson of the Committee within ten (10) days after the order is filed.  
6 Within five (5) days thereafter, the Committee shall certify to the Clerk of the Circuit Court the  
7 record of the proceedings, including all documents, testimony and minutes. The action shall then  
8 be at issue and shall have precedence over any other cause of a different nature pending in the  
9 court, which shall always be open to the trial thereof. The court shall, upon application of the  
10 accused or of the Public Safety Committee, fix a date of trial, which shall not be later than fifteen  
11 (15) days after such application, except by agreement. The trial shall be by the court and upon the  
12 return of the Committee, except that the court may require further return or the taking and return  
13 of further evidence by the Committee. The question to be determined by the court shall be: Upon  
14 the evidence, is there just cause, as described under Wisconsin State Statute 59.21(5)(m) to sustain  
15 the charges against the accused? No costs shall be allowed either party and the Clerk's fees shall  
16 be paid by the County. If the order of the Committee is reversed, the accused shall be forthwith  
17 reinstated and entitled to his or her pay as though in continuous service. If the order of the  
18 Committee is sustained, it shall be final and conclusive.

19 **Section 8.03 - Reprimands:** In the event there is no disciplinary activity involving an  
20 employee for a period of eighteen (18) consecutive months, any oral or written reprimands given  
21 to such employee prior to the start of said eighteen (18) month period shall no longer remain in  
22 effect. In the event there is no disciplinary activity involving an employee for a period of thirty  
23 (30) consecutive months, any suspensions given to such employee prior to the start of said thirty  
24 (30) month period shall no longer remain in effect.

25 **Section 8.04 - Human Resources Files:** Any correspondence or documentation which  
26 pertains to discipline including but not limited to written and oral reprimands that are placed into  
27 an employee's personnel file shall be reproduced and a copy thereof shall be given to the affected  
28 employee. The employee, upon written request to the Sheriff or his representative, shall at  
29 reasonable times and in the presence of the Sheriff or his representative, be permitted to inspect  
30 all material contained in his or her personnel file, except pre-employment material, and upon

1 payment of reasonable costs, to make copies thereof.

2  
3 **ARTICLE 9 - NOTICE OF TERMINATION**

4 **Section 9.01:** In the event the employment of an employee who has completed his or her  
5 initial probationary period is terminated for any reason, the Employer will give written notice of  
6 such termination and the reason(s) therefore to the Association.

7 In the event the employment of an employee who has not completed his or her initial  
8 probationary period is terminated, the Employer will give written notice of such termination to the  
9 Association.

10  
11 **ARTICLE 10 - HOURS OF WORK**

12 **Section 10.01 - Workweek, Work Cycle, Notice:** The average workweek for employees  
13 shall be forty (40) hours, and the Sheriff shall establish regular work schedules (based on four [4]  
14 workdays, two [2] days off, except for those classifications which have been scheduled five [5]  
15 workdays, Monday through Friday, two [2] days off, Saturday and Sunday) which will permit  
16 employees to obtain as nearly as possible these hours per week. Work schedules shall be posted  
17 ten (10) days in advance. The Sheriff or the Sheriff's representative may make changes in posted  
18 work schedules in emergency situations or where mutually agreed to between the Sheriff or the  
19 Sheriff's representative, and the employee involved. In the event other changes in a posted work  
20 schedule are made, employees affected will be paid time and one-half (1-1/2) for all regular hours  
21 worked under the changed work schedule which are outside their posted work schedule.

22 **Section 10.02 - Workday:** The workday of employees assigned to the Patrol Divisions  
23 shall be eight and one-quarter (8 1/4) consecutive hours. The workday for all other employees  
24 shall be eight (8) consecutive hours.

25 **Section 10.03 - Lunch Period:** All employees shall receive a thirty (30) minute paid lunch  
26 period. Employees are subject to call during their lunch period. If an employee is called during  
27 his or her break, he or she shall not receive any additional compensation, but shall be allowed to  
28 complete his or her break at a later time during the employee's work shift.

29 Officers checking out for meals will give the location and, if necessary, the telephone  
30 number where they can be reached. Wherever possible, employees' lunch breaks will be staggered

1 to allow continuous operation.

2 **Section 10.04 - Time Clocks:** If the Employer utilizes time clocks, all employees shall  
3 use such time clocks in the following manner:

4 Punch in at starting time;

5 Punch out at quitting time.

6 Exceptions may be made to this rule when it is impractical to follow.

7 **Section 10.05 - Witness:** Whenever an employee, directly in connection with and directly  
8 as a result of his or her active employment for the County, is subpoenaed to appear in court for  
9 any reason, the employee shall receive the appropriate Contract compensation for such appearance.  
10 Such employee shall notify the Sheriff or the Sheriff's representative as soon as possible after  
11 receipt of such subpoena and will make all reasonable efforts to minimize the actual time spent in  
12 such court appearances. All court fees paid to the employee shall be turned over to the Treasurer  
13 at the Treasurer's office.

14

15

## **ARTICLE 11 - OVERTIME**

16 **Section 11.01 - Overtime:** Any time worked by employees scheduled on the (4-2) work  
17 cycle in excess of eight and one-quarter (8 1/4) hours per day or any time worked in excess of  
18 thirty-three (33) hours per week when four (4) days of work are scheduled in a calendar week shall  
19 be compensated at time and one-half (1-1/2). Any time worked by employees scheduled on the  
20 (5-2) work cycle in excess of eight (8) hours per day or forty (40) hours per week shall be  
21 compensated at time and one-half (1-1/2). In the event of a court appearance while on overtime,  
22 an employee will not be paid for any lunch breaks (up to a maximum of one [1] hour), and such  
23 lunch breaks will not be construed as a break in the continuous nature of the overtime court  
24 appearance from the court time before and the court time after the lunch break, nor create a call-in  
25 situation under Section 11.02 below, either for the court time before or the court time after the  
26 lunch break. Any overtime worked shall be recorded in six (6) minute increments with the actual  
27 overtime rounded up to the next six (6) minute increment.

28 Time paid for will be considered as time worked for the purposes of this Section.

29 **Section 11.02 - Call-In:** Employees shall receive a minimum of two (2) hours pay at time  
30 and one-half (1-1/2) in the event they are called in to work outside their scheduled hours of work,

1 including court appearances, provided however, that this minimum shall not apply to any call-in  
2 which is consecutively prior to or consecutively subsequent to the employee's scheduled hours of  
3 work. If an employee is called into work within two (2) hours before the start of the employee's  
4 shift, but does not work consecutively to the employee's scheduled hours of work, the employee  
5 will not be eligible for the minimum call-in pay, but shall be paid time and one-half (1-1/2) only  
6 for the time worked on the call-in, provided, however, that an employee so called in may elect to  
7 remain at the work place and be assigned work until the start of the employee's shift.

8 **Section 11.03 - Standby:** Employees, when put on standby alert, shall receive additional  
9 half-time (1-1/2) pay for any time on said alert in excess of eight (8) hours.

10 **Section 11.04 – Travel Time Compensation:** There will be no additional compensation  
11 for driving time to attend training schools within the county.

12 1. Training schools which are required by the employer or training schools requested  
13 by the employee and approved by the employer which are outside of Ozaukee  
14 County shall be compensated for travel time if the total time for training and travel  
15 exceeds the normal workday (8.25 consecutive hours) at the rate of straight time  
16 for one (1) hour.

17 2. One hour of straight time per one (1) hour of travel time is the compensation  
18 an employee is entitled to for travel time to and from training.

19 **Section 11.05:** Any officer who has canine responsibilities shall be credited with eight and  
20 one-quarter hours (8-1/4) of straight time off each month for treatment and care of the dog away  
21 from the Sheriff's Department.

22 **Section 11.06:** Certified Field Training Officers shall receive one-quarter (1/4) hour of  
23 straight time for each hour performing as a training officer.

## 24 **ARTICLE 12 – WAGES**

25 **Section 12.01 - Wage Rates for Current Employees:**

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1

2

Effective January 1, 2014 (0.0%)						
	Hire	12 months	24 months	36 months	48 months	60 months
Patrol Officer	\$22.74	\$25.76	\$27.08	\$28.43	\$29.83	\$31.30
Detective/Sergeant	\$24.83	\$28.06	\$29.50	\$30.97	\$32.53	\$34.17
Effective January 1, 2015 (1.0%)						
	Hire	12 months	24 months	36 months	48 months	60 months
Patrol Officer	\$22.97	\$26.02	\$27.35	\$28.71	\$30.13	\$31.61
Detective/Sergeant	\$25.08	\$28.34	\$29.49	\$31.28	\$32.86	\$34.51
Effective January 1, 2013 (2.8%)						
	Hire	12 months	24 months	36 months	48 months	60 months
Patrol Officer	\$23.61	\$26.75	\$28.12	\$29.51	\$30.97	\$32.50
Detective/Sergeant	\$25.78	\$29.13	\$30.32	\$32.16	\$33.78	\$35.48

1

Effective January 1, 2014 (0.0%) – For Employees hired as of 1/1/05								
	Hire	12 months	24 months	36 months	48 months	60 months	72 months	84 months
Patrol Officer	\$22.74	\$23.95	\$25.17	\$26.39	\$27.61	\$28.84	\$30.07	\$31.30
Detective/Sergeant	\$24.83	\$26.17	\$27.51	\$28.83	\$30.18	\$31.50	\$32.84	\$34.17
Effective January 1, 2015 (1.0%) – For Employees hired as of 1/1/05								
	Hire	12 months	24 months	36 months	48 months	60 months	72 months	84 months
Patrol Officer	\$22.97	\$24.19	\$25.42	\$26.65	\$27.89	\$29.13	\$30.37	\$31.61
Detective/Sergeant	\$25.08	\$26.43	\$27.79	\$29.12	\$29.41	\$31.82	\$33.17	\$34.51
Effective January 1, 2016 (2.8%) – For Employees hired as of 1/1/05								
	Hire	12 months	24 months	36 months	48 months	60 months	72 months	84 months
Patrol Officer	\$23.61	\$24.87	\$26.13	\$27.40	\$28.67	\$29.95	\$31.22	\$32.50
Detective/Sergeant	\$25.78	\$27.17	\$28.57	\$29.94	\$30.23	\$32.71	\$34.10	\$35.48

2

Effective January 1, 2014 (0.0%) – Employees hired after 1/1/15					
	Hire	12 months	24 months	36 months	48 months
Patrol Officer	\$25.01	\$26.79	\$27.08	\$28.43	\$29.83
Detective/Sergeant	\$27.31	\$29.18	\$29.50	\$30.97	\$32.53
Effective January 1, 2015 (1.0%) – Employees hired after 1/1/15					
	Hire	12 months	24 months	36 months	48 months
Patrol Officer	\$25.26	\$27.06	\$27.35	\$28.71	\$30.13
Detective/Sergeant	\$27.58	\$29.47	\$29.80	\$31.28	\$32.86
Effective January 1, 2016 (2.8%) – Employees hired after 1/1/15					
	Hire	12 months	24 months	36 months	48 months
Patrol Officer	\$25.97	\$27.82	\$28.12	\$29.51	\$30.97
Detective/Sergeant	\$28.35	\$30.30	\$30.63	\$32.16	\$33.78

3

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5

6

**Section 12.02 - Regulations of the Pay Plan:** Salary progression shall be granted as

1 follows:

2 a) Pay Progression. Step increases shall be granted upon completion of one (1)  
3 year periods of service, until the top step is reached.

4 New employees hired on or after January 1, 1997 shall receive a step increase every  
5 twelve (12) months from their date of hire until reaching the top step.

6 b) Promotions. When an employee is promoted to a higher paying classification,  
7 he or she shall be placed at that step of the new classification which provides an increase in  
8 pay of at least twenty five cents (\$0.25) per hour or more and shall thereafter progress step by  
9 step on the anniversary of the promotion until the top step of the classification is reached.

10 c) Demotion. When an employee is demoted to a lower pay classification, he or  
11 she shall, except as provided in Subsection (d) below, be placed at the step in the lower  
12 classification which provides a decrease in pay and shall thereafter progress step by step on  
13 the employee's anniversary date which he or she had in the classification from which he or  
14 she was demoted until the top step of the classification is reached

15 d) Voluntary Demotion. A Patrol Sergeant requesting reassignment to a position  
16 with a lower pay grade shall have his or her salary frozen until such time as the salary range  
17 for the position of reassignment is modified and the salary for the applicable step exceeds the  
18 current salary. With the written approval of the Executive Committee, other employees  
19 requesting reassignment to a position with a lower pay grade may be voluntarily demoted as  
20 above. This provision shall apply only to employees who have completed their initial  
21 probationary period or promotional probationary period in the position they requested  
22 reassignment from.

23 e) Lateral Transfer. When an employee is transferred to an equal paying  
24 classification, he or she shall remain in the same pay step of the new classification and shall  
25 thereafter progress step by step on the employee's anniversary, which he or she had in the  
26 classification from which he or she laterally transferred from, until the top step of the  
27 classification is reached.

28 **Section 12.03 – Payday / Equal Pay Periods:** Salaries shall be paid bi-weekly. The  
29 salary shall be determined by taking the annual salary and dividing it by 26 pay periods or 27 pay  
30 periods, whichever is appropriate.

1           **Section 12.04 - Pension Contributions:** The Employer shall pay to the Wisconsin  
2 Retirement System in lieu of an equal amount of the retirement contributions required to be  
3 deducted from each payment of earnings to participating employees, the full amount of such  
4 retirement contributions under s. 40.05 for employee classified as protective with social security.  
5 All such payment of contributions made by the Employer shall be reported to the Wisconsin  
6 Retirement System per s. 40.05.

7           Effective January 1, 2015, Employees hired prior to July 1, 2011, shall contribute the same  
8 amount towards the Wisconsin Retirement System as general occupation employees as determined  
9 under ss. 40.03(1)(e) and 40.05(1)(a) and the Wisconsin Department of Employee Trust Funds.

10           Employees hired on or after July 1, 2011 shall contribute the same amount towards the  
11 Wisconsin Retirement System as general occupation employees as determined by under s.  
12 40.03(1)(e) and the Wisconsin Department of Employee Trust Funds.

13           **Section 12.05:** In the case of the creation of new bargaining unit positions, if the parties  
14 cannot reach agreement on the wage rate of a new position within one (1) month following the  
15 commencement of negotiations, the Employer shall then be free to fill the position in accordance  
16 with Section 7.06 at the wage rate it determines proper, provided however, that such wage rate is  
17 subject to retroactive revision upwards or downwards if so agreed to in subsequent negotiations.

18           If the County revises the official job description or job duties of any existing bargaining  
19 unit position, the County will notify the Association in writing of such revision and enclose a copy  
20 of the revised job description. In the event such revision amounts to a substantial change in the  
21 general duties of the position, the parties will, upon the written request of either party, meet to  
22 negotiate the wage rate of such position. If the negotiations under this section fail to produce an  
23 agreement, the parties will proceed to interest arbitration pursuant to Wisconsin Statutes 111.77 to  
24 have the impasse resolved.

25           **Section 12.06 - Direct Deposit:** The County will implement mandatory direct deposit of  
26 wages and all expense checks for all employees.

27           **Section 12.07 – Longevity:** Longevity pay of four dollars (\$4.00) for each full month of  
28 employment will be paid each January for service concluded on the preceding December 31. A  
29 full month of employment shall refer to any month in which an employee receives pay from the  
30 County for at least nine (9) work days. An employee receiving Worker's Compensation payments

1 for temporary-total or temporary-partial disability based on employment with the County will be  
2 considered as receiving pay from the County for the purposes of this Section.

3 An employee on layoff or unpaid leave of absence exceeding thirty (30) continuous days  
4 shall receive a pro-rata amount of the total due under this provision based upon the number of  
5 months during the twelve (12) month period prior to the preceding December 31 that the employee  
6 received credit for a full month of employment.

7 All longevity payments shall be to a tax-deferred account.  
8

### 9 **ARTICLE 13 - DEFERRED COMPENSATION PROGRAM**

10 **Section 13.01:** Employees in the bargaining unit may participate in the County's deferred  
11 compensation program as long as the County continues the program for non-represented  
12 employees.  
13

### 14 **ARTICLE 14 - UNIFORM ALLOWANCE**

15 **Section 14.01:** The Employer shall furnish the appropriate uniforms for each member of  
16 the bargaining unit in accordance with their respective job assignments. These uniforms are to be  
17 returned to the Sheriff of Ozaukee County upon separation from service.

18 a) Employees who meet the requirements listed in Section 14.01(b) will be entitled to  
19 a clothing allowance of eighty-three dollars and thirty-three cents (\$83.33) , which will be  
20 accumulated in a drawing account and paid in the following manner (annual amount \$1,000.00 ):

- 21 1. Receipts for expenditures for clothing made within the twelve (12) calendar  
22 months prior to June 1 of each year are to be submitted on or before June 1  
23 to the Finance Department. During that June, the County will reimburse  
24 such employee for such expenditures up to a maximum of five hundred  
25 dollars (\$500.00) .
- 26 2. Receipts for expenditures for clothing made within the twelve (12) calendar  
27 months prior to December 1 of each year are to be submitted on or before  
28 December 1 to the Finance Department. During that December, the County  
29 will reimburse such employee for such expenditures up to a maximum of  
30 five hundred dollars (\$500.00) .



1 a) The Employer shall allow retired employees and/or the employees spouse to  
2 participate in the County's health insurance plan for retirees until the earliest of the following:

- 3 1. The retiree becomes eligible for Medicare unless eligible for the benefit set  
4 forth below.
- 5 2. The retiree's death provided, however, the spouse may continue to  
6 participate in the County's health insurance plan.
- 7 3. The retiree obtains other employment and obtains health care benefits from  
8 the new employer, or obtains health care benefits from some other source.  
9 However, if the health care benefits provided by another employer or some  
10 other source are no longer available to the retiree, or the retiree desires to  
11 return to the County's program, the retiree may again participate in the  
12 County's program if the insurance carrier agrees to permit such  
13 participation.
- 14 4. The retiree does not make timely payments of the retiree's portion of the  
15 insurance premium. The retiree's portion must be paid to the County  
16 Human Resources Department by the 15th of the month prior to the month  
17 for which the premium is due.

18  
19 b) In the event the retiree's spouse is not eligible for Medicare when the retiree's  
20 participation in the program ceases, the spouse may remain in the same group health plan provided  
21 by the County until eligible for Medicare, solely at the expense of the spouse, provided that the  
22 spouse pays the monthly premium in advance to the County, as provided in Section 15.02(a)(4).

23 c) If an employee terminates employment with the County at age fifty (50) or older  
24 but does not receive a retirement benefit from the Wisconsin Retirement System, or if an employee  
25 who is fifty (50) years of age or older takes an early retirement, such terminated employee or  
26 retiree will, at a future date, be eligible for the health care benefit payment referred to in Section  
27 15.02 above when such terminated employee receives a retirement benefit from the Wisconsin  
28 Retirement System, or when such retiree reaches the statutory normal retirement age, provided  
29 that such terminated employee or retiree meets all the other eligibility requirements in Section  
30 15.02 for such payment, and provided that such terminated employee or retiree contributes an

1 amount to the fund on January 1st of each year after such termination or early retirement equal to  
2 the amount that he/she would have contributed to the fund on his/her behalf if they stayed in the  
3 bargaining unit.

4 The County will allow such terminated employee or retiree to continue in the health  
5 insurance program offered by the County provided that such terminated employee or retiree pays  
6 the full monthly premium to the County by the 15th of the month prior to the month for which the  
7 premium is due, or such terminated employee or retiree may be dropped from the County's  
8 program. Such terminated employees or retirees who do not maintain their health insurance  
9 coverage with the County shall be eligible for the health insurance benefit payment referred to in  
10 Section 15.02 at a later time only if the insurance carrier agrees to permit the employee to  
11 participate in the insurance program after such break in coverage.

12 Such terminated employees or retirees who do not wish to continue their contributions to  
13 the fund, shall forfeit and waive the benefits provided for in Section 15.02, and shall forfeit and  
14 waive any claim to any longevity and/or formula payment referred to in Sections 15.02.

15 d) Employees who leave the bargaining unit except as set forth above shall forfeit any  
16 rights to the benefit enumerated in Section 15.02.

17  
18 e) Each year in January the County shall be provided a printout from the Association  
19 identifying the total amount of money available in the fund as of December 31st of that year, the  
20 amount of the County contribution to be paid into the fund on each January 1 after the interest has  
21 been applied to the balance, and the projected payments from the fund.

22 f) Employees who have accumulated sick leave pursuant to Article 16 shall be  
23 allowed to use the payment for such accumulated sick leave as provided in Section 18.10 toward  
24 their health insurance premiums at retirement as a supplement to cover the balance of the premium  
25 not paid for pursuant to this Section. In the event there is a balance in the accumulated sick leave  
26 account under Section 18.10 when the retiree becomes eligible for Medicare, such balance can be  
27 used as a payment toward Medicare Supplemental insurance carried through the County program.

28 g) Effective January 1, 1994, the employer shall make available an IRS Section 125  
29 Premium Conversion Option Program for employees in the bargaining unit to cover the employees'  
30 health insurance premium costs, un-reimbursed medical expenses and child care expenses.

1           **Section 15.03 - False Arrest:** The Employer shall furnish personal liability insurance  
2 covering false arrest and false service.

3           **Section 15.04 - Life Insurance:** The Employer will provide group life insurance. The  
4 amount of coverage shall be based on each full-time employee's straight-time annual salary  
5 rounded off to the next higher one thousand dollars (\$1,000.00). Employees will be eligible for  
6 this benefit upon completion of six (6) full months of employment. Employees are required to  
7 execute all necessary forms as a condition of participating in the benefit

8           **Section 15.05 - Long-Term Disability Insurance:** Employees may, on an individual  
9 basis, obtain additional coverage, provided that the cost for any said additional coverage is paid  
10 by the employee. Employees may be required to prove insurability. The Employer shall provide  
11 group long-term disability insurance. Eligibility, benefits and other coverage provisions shall be  
12 as provided in the master insurance agreement. The following is a general summary description  
13 of such provisions:

14           (A monthly benefit of sixty percent [60%] of the monthly salary, with a maximum of seven  
15 hundred fifty dollars [\$750.00], but coordinated with other benefits so that the overall maximum  
16 amount received, including benefits from this insurance and any benefits from sick leave, Worker's  
17 Compensation, primary and family social security and any pension or group disability income plan  
18 sponsored by or made available through the County, shall be seventy percent [70%] of the  
19 employee's monthly salary. Employees are eligible for this insurance upon completion of six [6]  
20 full months of employment. There is a waiting period of ninety [90] consecutive days for sickness  
21 and accidents. Benefits payable as a result of sickness may be continued for five [5] years, if a  
22 member is totally or partially disabled after attainment of age sixty-nine [69], the benefit period  
23 will be one year.)

24           An employee receiving long term disability insurance will be considered as receiving pay  
25 from the County for the purposes of this Section.

26           **Section 15.06 - Worker's Compensation:** The County shall continue to pay insurance  
27 premiums as provided above, unless the premium is waived by the insurance company, on behalf  
28 of employees who are receiving Worker's Compensation payments for temporary-total or  
29 temporary-partial disability based on employment with the County.

1 **ARTICLE 16 - HOLIDAYS**

2 **Section 16.01:** Each employee shall receive the following paid holidays each year:

3 New Year's Day	July Fourth
4 Memorial Day	Thanksgiving Day
5 Labor Day	Day after Thanksgiving
6 Day before Christmas Day	Christmas Day
7 Day before New Year's Day	

8  
9 **Section 16.02 - Off Day:** If an employee is not scheduled to work on a holiday, he or she  
10 shall receive, in addition to their wages, pay for the holiday.

11 **Section 16.03 - Regular Workday:** If an employee is regularly scheduled to work on a  
12 holiday, he or she shall be paid at the rate of time and one-half (1-1/2) for all such hours worked  
13 and shall also receive holiday pay as provided in Section 16.02.

14 **Section 16.04 - Overtime:** If an employee works overtime on a holiday, he or she shall  
15 be paid at the rate of double time (2x) for all such hours worked and shall also receive holiday pay  
16 as provided in Section 16.02.

17 **Section 16.05 - Holiday Time Off:** At the discretion of the Sheriff, employees working a  
18 (5-2) schedule may, in lieu of the additional pay provided in Section 16.02, be allowed time off  
19 with pay on any of the above holidays which fall on one of their regular workdays.

20  
21 **ARTICLE 17 - VACATIONS**

22 **Section 17.01:** Employees shall accrue vacation, based on the schedule below. Accruals  
23 will be credited to the employee on the first pay period of the month. Employees must be paid ten  
24 (10) or more days per month to be eligible for the accrual.. No vacation leave may be taken during  
25 the first year of employment.

For Employees Hired After July 1, 2011

Upon Completion of:	NORMAL WORK WEEK	MONTHLY ACCRUAL	MAXIMUM ACCRUAL
Hire Date	40.00 hours	8.89 hours	80.00 hours
	41.25 hours	9.17 hours	82.50 hours
6 Years of	40.00 hours	13.34 hours	120.00 hours
Continuous Employment	41.25 hours	13.75 hours	123.75 hours
14 Years of	40.00 hours	17.78 hours	160.00 hours
Continuous Employment	41.25 hours	18.34 hours	165.00 hours
24 Years of	40.00 hours	22.23 hours	200.00 hours
Continuous Employment	41.25 hours	22.92 hours	206.25 hours

For Employees Hired Before July 1, 2011

Upon Completion of:	NORMAL WORK WEEK	MONTHLY ACCRUAL	MAXIMUM ACCRUAL
Hire Date	40.00 hours	13.34 hours	120.00 hours
	41.25 hours	13.75 hours	123.75 hours
6 Years of	40.00 hours	17.78 hours	160.00 hours
Continuous Employment	41.25 hours	18.34 hours	165.00 hours
14 Years of	40.00 hours	22.23 hours	200.00 hours
Continuous Employment	41.25 hours	22.92 hours	206.25 hours
24 Years of	40.00 hours	26.67 hours	240.00 hours
Continuous Employment	41.25 hours	27.50 hours	247.50 hours

1

2

Employees may take one day of vacation and designate it to be used as a floating vacation day consistent with the terms set forth in Section 17.07.

4

Continuous employment shall not accrue during any period of layoff or unpaid leave of absence in excess of thirty (30) consecutive calendar days.

6

Employees receiving workers' compensation payments for temporary-total or temporary-partial disability based on employment with the County will also accrue vacation leave for the hours of their normal work day or normal work week which are unpaid.

9

**Section 17.02:** No employee's vacation leave account shall contain more than twenty-four (24) months credit. If at the end of a month an employee's vacation account already contains twenty-four (24) months credit, such employee will not be granted additional credits for that month.

13

**Section 17.03:** Employees, with the approval of the Department Head, may in one year use as many hours of vacation leave as have been earned in a two (2) year period.

15

**Section 17.04:** Vacation leave shall not be taken prior to the time it is accrued.

16

**Section 17.05:** Selection of vacations will be made as follows:

17

Employees will submit their vacation preferences on or before February 15th of each year, and the Sheriff will post the vacation schedule on or before March 15th of each year.

19

**Section 17.06:** Any employee who terminates his or her employment for any reason,

1 except discharge or resignation, without giving at least two (2) weeks prior notice, will be paid for  
2 all accrued vacation leave, subject to a maximum of the number of hours of vacation leave that  
3 have been accrued by such employee in such employee's vacation leave account. There will be no  
4 accrual after the date of termination. Accrued vacation leave will be paid in a lump sum at the rate  
5 of pay in effect on the date of termination.

6 **Section 17.07:** In addition to the vacation leave provided for in Section 17.01, each  
7 employee who has completed one (1) year of continuous employment shall receive one (1) day off  
8 with pay per year, which day shall be identified as a "floating holiday". This day off must be taken  
9 within the employee's anniversary year and will be scheduled on at least ten (10) days prior notice,  
10 by mutual agreement between the employee and the Sheriff or, in the Sheriff's absence, the Officer  
11 in charge. The selection of the floating holiday referenced in this Section shall not be denied as a  
12 result of other scheduled vacation off-time.

13  
14 **ARTICLE 18 - SICK LEAVE**

15 **Section 18.01:** Employees shall accrue sick leave based on the schedule below. Accruals  
16 will be credited to the employee on the first pay period of the month. Employees must be paid ten  
17 (10) or more days per month to be eligible for the accrual:

18

19	NORMAL WORK WEEK	MONTHLY ACCRUAL	MAXIMUM ACCRUAL
20	40.00 hours	8.00 hours	96.00 hours
21	41.25 hours	8.25 hours	99.00 hours

22 Employees receiving workers' compensation payments for temporary-total or temporary-  
23 partial disability based on employment with the County will also accrue sick leave for the hours  
24 of their normal work day or normal work week, which are unpaid.

25 **Section 18.02:**

26 a) Unused sick leave can be accumulated to a maximum of one thousand two hundred  
27 (1,200) hours for forty (40) hour per week employees and one thousand two hundred thirty-seven  
28 and one-half (1237.50) hours for forty-one and one-quarter (41.25) hour per week employees.  
29 Any sick leave which is accumulated in excess of the hours referenced above shall be used as set  
30 forth in paragraph (b) below.

1           b)       The employee shall take the excess accumulated sick leave and apply it to the  
2 individuals retiree health fund account. The hours allocated would be converted to cash on the  
3 last day of employment when the employee retires and calculated at the rate in existence at the  
4 time of retirement. This money could only be dispersed for health insurance premiums for the  
5 retiree and/or dependents.

6           **Section 18.03:** Reasons for granting sick leave are:

7           a)       When it is established that an employee is incapacitated for the performance of duty  
8 because of sickness or injury;

9           b)       For employee's medical, dental or optical examination or treatment;

10          c)       When a member of the immediate family of the employee (employee's parents,  
11 spouse, child, brother, sister or member of the immediate family living in the employee's home)  
12 requires the care and attendance of the employee because of sickness or injury; in such case, the  
13 maximum absence shall not exceed ten (10) working days.

14          d)       When, through exposure to a contagious disease, the employee, by being at work,  
15 would jeopardize his or her fellow employees.

16           **Section 18.04:** Employees will complete an "Application for Leave" form immediately  
17 upon return to work. The Sheriff will approve the leave and forward the form to the Human  
18 Resources Director without delay.

19           **Section 18.05:** Medical certificates (reverse side of the "Application for Leave") will be  
20 required under the following conditions:

21          a)       For absence in excess of three (3) working days;

22          b)       For absence for short periods at frequent intervals and whenever there is reason to  
23 believe that the sick leave privilege is being abused. In such cases, a medical  
24 certificate will be required to support any further grant of sick leave regardless of  
25 duration.

26           **Section 18.06:** Separation from employment, by resignation or for cause, shall cancel all  
27 unused accumulated sick leave allowance.

28           **Section 18.07:** New full-time employees shall be unable to use paid sick leave for any  
29 absence during their initial six (6) months of employment.

30           **Section 18.08:** In the event an employee is receiving Worker's Compensation payments

1 for temporary-total or temporary-partial disability, an employee may elect to use up to a maximum  
2 of fifteen (15) days of sick leave per year to supplement, on a pro-rata basis, such Worker's  
3 Compensation payments, provided that the combination of Worker's Compensation payments,  
4 payments under the County's Long-Term Disability Insurance Policy and supplemental payments  
5 under this Section, shall not exceed eighty percent (80%) of the employee's regular pay.

6 **Section 18.09:** If an employee retires, dies or is employed by the County and fifty (50)  
7 years of age or older during the term of this Agreement and on the date of retirement or death has  
8 unused sick leave the Employer will place the employee's sick leave entitlement into a tax-  
9 deferred account for such employee or the employee's spouse and/or dependent children from  
10 which the employer will pay out the following.

11 **Accumulated Sick Days:**

12 60-79 days .....40% of the days  
13 Up to 80-99 days .....50% of the days  
14 Up to 100-120 days .....60% of the days  
15 Up to 150 days .....65% of the days  
16

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

19 Up to 80-99 days .....40% of the days  
20 Up to 100-120 days .....50% of the days  
21 Up to 150 days .....60% of the days  
22

23 **ARTICLE 19 - FUNERAL LEAVE**

24 **Section 19.01:** Funeral leave shall be granted as follows:

- 25 a) A maximum of three (3) days for the death of a parent, step-parent, spouse, brother,  
26 sister, child, or relative living in the same household.  
27 b) A maximum of one (1) day for the death of a brother-in-law, sister-in-law, son-in-  
28 law, daughter-in-law, parent-in-law, grandson, grand-daughter, or grand-parent.  
29 c) If additional funeral leave days are needed, employees shall be allowed to use sick  
30 leave.

31 **ARTICLE 20 - MILITARY LEAVE**

32 **Section 20.01:** Military leave shall be granted on the following basis:

- 33 a) The Employer shall pay the difference between military pay and County pay for those

1 employees who are required to fulfill military obligations as military reserve personnel, not to  
2 exceed two (2) weeks per year period.

3 b) Such employees may elect to use earned vacation time in lieu of the above.  
4

### 5 ARTICLE 21 - JURY DUTY

6 **Section 21.01:** Employees who are required to serve as a juror during the employee's  
7 regular work hours will be paid the difference between the employee's regular wages and jury duty  
8 pay, including mileage (except mileage for jury duty in Federal Court). If the employee is excused  
9 from jury duty or completes jury duty prior to the end of the employee's regular work hours, the  
10 employee shall report for work as soon as possible after being released from jury duty. Such  
11 employee may elect to use vacation leave in lieu of the above for jury duty.

12 **Section 21.02:** If the employee is selected to serve as a juror on the same day the employee  
13 is scheduled to work a shift which is outside the hours of jury duty (a shift starting at 12:00  
14 midnight following the jury duty shall be considered to be a shift on the same day as the jury duty),  
15 the employee will be considered to be working the day shift on that day. If the employee is excused  
16 from jury duty or completes jury duty prior to the end of the day shift, the employee shall report  
17 for work as soon as possible after being released from jury duty. An employee who is selected to  
18 serve as a juror on a day referred to above shall notify the Shift Commander on the day shift of  
19 this selection as soon as possible after being selected to serve as a juror.  
20

### 21 ARTICLE 22 - LEAVES OF ABSENCE

22 **Section 22.01:** Employees may, at the discretion of the County, be granted an unpaid leave  
23 of absence, provided the employee makes prior application therefore. A leave of absence shall not  
24 be granted for the purpose of seeking other employment. All requests for unpaid leaves of absence  
25 shall be made in writing to the Sheriff.

26 **Section 22.02:** Employees who are unable to work because of illness or injury and who  
27 have exhausted all paid sick leave and other paid leave must apply for and be granted an unpaid  
28 leave of absence by the County or the employment relationship shall be terminated.

29 In the event an employee is receiving benefits from the County's Long-Term Disability  
30 Insurance Policy provided for in Section 15.05, such employee will be considered as receiving pay

1 from the County for a period of time from the date he or she begins receiving such insurance  
2 benefits which shall be determined by taking the number of days of accumulated sick leave  
3 remaining in such employee's account and projecting them forward on the basis of such employee's  
4 normal schedule. At the expiration of such period of time, such employee will no longer be  
5 considered as receiving pay from the County and must apply for an unpaid leave of absence as  
6 provided for above and upon receipt of satisfactory medical proof of disability, such employee will  
7 be granted an unpaid leave of absence for up to one year.

8 This Section shall not apply to employees who are receiving Worker's Compensation  
9 payments for temporary-total or temporary-partial disability based on employment with the  
10 County.

11 **Section 22.03:** During unpaid leaves of absence and commencing with the first complete  
12 calendar month of such leave, the County shall not pay any premiums for any insurance plan on  
13 behalf of the employee. The employee shall be allowed to continue in any insurance plan during  
14 such leave, provided the employee pays the full premium thereafter in advance to the County.

15  
16 **ARTICLE 23 - NO STRIKE - NO LOCKOUT**

17 **Section 23.01:** During the term of this Agreement, there shall be no lockouts, strikes,  
18 slowdowns, or other concerted work stoppages.

19 **Section 23.02:** In the event of any strike, slowdown, or other concerted work stoppage,  
20 the County shall notify the Association thereof and the Association shall immediately give notice  
21 to the employees involved that they are in violation of this Agreement and shall end such activity  
22 immediately.

23  
24 **ARTICLE 24 - PROMOTIONAL PROCEDURE GUIDELINES**

25 **Section 24.01:** The guidelines contained in paragraph A for promotions to bargaining unit  
26 positions will be adopted by the County Public Safety Committee. In the event these guidelines  
27 are revised, and the revisions are not agreed to by the Association, the job award for promotions  
28 will be as listed in paragraph B below:

29 **A. Promotional Procedure**

30 Placement on the eligibility list will be based on the following scoring: one-half (2) weight

1 given to the written examination score, and one-half (2) weight given to the oral examination  
2 score. In addition, for each full year of service, .125 of a point, to a maximum of three (3) points  
3 will be added to the resulting written examination/oral examination score.

4 Written examination score - Candidates must receive a score of seventy percent (70%) or  
5 higher on the written test to be eligible to participate in the oral examination. The Human  
6 Resources Director will handle the scoring of the written test and will initially indicate to the  
7 Sheriff and the Public Safety Committee whether the applicant passed or failed. The exact scores  
8 on the written examination will be disclosed to the Sheriff and the Public Safety Committee after  
9 the oral interview scores have been computed.

10 Oral examination score - Determined by averaging the scores of each Committee member,  
11 giving equal weight to each score, and then weighing the overall Committee score as fifty percent  
12 (50%) of the total, and the Sheriff's score as the remaining fifty percent (50%) of the total. Only  
13 the scores of those Committee members that were present and gave scores for the oral interviews  
14 of all the applicants for a particular eligibility list will be used to determine the average score of  
15 the Committee members. The Sheriff and the Committee members will score a particular applicant  
16 immediately after that applicant's oral examination and prior to the next applicant's oral  
17 examination. Candidates must receive a score of 70% or higher on the oral examination to be  
18 placed on the eligibility list.

19 An eligibility list shall remain in effect for a period of six (6) months, provided there are at  
20 least three employees remaining on that eligibility list.

21 Applicants will be placed on the eligibility list in the ranking order of their total scores, the  
22 applicant with the highest score being at the top of the list. The Sheriff has the option of selecting  
23 for the position any one of the top three applicants remaining on that eligibility list.

24 **B. Job Award.**

25 The position shall be awarded on the basis of qualifications, skill and ability. In the event the  
26 qualifications, skill and ability of two (2) or more applicants are relatively equal, the position shall  
27 be awarded to the applicant with the greater seniority. Disputes over the person awarded the  
28 position may be processed through the grievance procedure.

29 In determining whether the qualifications, skills and ability of two (2) or more applicants are  
30 relatively equal, the County shall divide the total grade point difference between the top and bottom

18 passing final scores by the number of applicants who passed the examination to arrive at an average  
19 grade point differential. If the grade point differential between the final scores of the top two (2)  
20 or more applicants is less than or equal to the average grade point differential between the top and  
21 bottom passing final scores, the applicants will be considered relatively equal within the meaning  
22 of this section and the most senior applicant shall be awarded the position. The following example  
23 will illustrate this computation.

24 Five (5) individuals have passed the written examination. The Applicants' final scores are  
25 as follows:

	<u>Final Scores</u>
26 Applicant #1	85
27 Applicant #2	81
28 Applicant #3	83
29 Applicant #4	81
30 Applicant #5	76

31 The difference between the top final score (85) and the bottom final score (76) is 9; 9  
32 divided by the number of applicants (5) is 1.8. Thus, 1.8 is the average grade point differential.  
33 Since the grade point differential between applicant #1 and #3 is 2 points, applicant #1 and #3 are  
34 not considered relatively equal.

35

36 **ARTICLE 25 - AMENDMENT AND SAVINGS CLAUSE**

37 **Section 25.01:** This agreement may not be amended, altered or added to except by the  
38 mutual consent of the parties in writing.

39 **Section 25.02:** If any Article of this Agreement or any addenda thereto shall be held  
40 invalid by operation of law or any tribunal of competent jurisdiction, the remainder of this  
41 Agreement and addenda shall not be affected thereby, and negotiations on the same subject matter  
42 shall be instituted as soon as possible to attempt to adjust such Article or addenda.

43 **ARTICLE 26 - CONDITIONS OF AGREEMENT**

44 **Section 26.01:** This agreement constitutes the entire agreement between the parties and  
45 no verbal statements or agreements shall supersede any of its provisions.

46

47 **ARTICLE 27 - DURATION**

18           **Section 27.01:** THIS AGREEMENT shall become effective January 1, 2014 and shall  
19 remain in full force and effect until and including December 31, 2016. In the event the parties do  
20 not reach a written successor agreement to this agreement by the expiration date, the provisions of  
21 the agreement shall remain in full force and effect during the pendency of negotiations and until a  
22 successor agreement is executed, provided that it does not exceed three (3) consecutive calendar  
23 years. Either party wishing to amend the agreement shall, during the last year of the contract,  
24 notify the other party on or about August 1st. Thereafter, the parties shall mutually agree to a date  
25 to commence bargaining.

Executed this \_\_\_\_ day of \_\_\_\_\_, 201\_.

OZAUKEE COUNTY

OZAUKEE COUNTY DEPUTY  
SHERIFF'S ASSOCIATION, LOCAL 115  
OF THE LABOR ASSOCIATION OF  
WISCONSIN, INC.

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
President

\_\_\_\_\_  
Jason Dzwinel  
Human Resources Director

\_\_\_\_\_  
Benjamin M Barth  
Labor Consultant