

**AGREEMENT**

**BETWEEN**

**SAWYER COUNTY**

**AND**

**SAWYER COUNTY LAW ENFORCEMENT DEPARTMENT  
LOCAL 261  
WISCONSIN PROFESSIONAL POLICE ASSOCIATION/  
LAW ENFORCEMENT EMPLOYEE RELATIONS DIVISION**

**2016-17**

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**AGREEMENT**

THIS AGREEMENT is entered into by and between Sawyer County, hereinafter referred to as the "Employer" or "County," and the Sawyer County Law Enforcement Department, Local 261, Wisconsin Professional Police Association/Law Enforcement Employee Relations Division, party of the second part, hereinafter referred to as the "Union."

WHEREAS, in order to increase general efficiency, to maintain the existing harmonious relationship between the Employer and their employees, to promote the morale, well-being, and security of said employees, to maintain a uniform minimum scale of wages, hours, and conditions of employment among the employees and to facilitate a peaceful adjustment of all grievances and disputes which may arise.

NOW, THEREFORE, the parties hereto, each in consideration of the agreements herein contained of the other, hereby agree as follows:

**ARTICLE 1 - RECOGNITION**

The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all regular full-time employees of the Sawyer County Law Enforcement Department that are considered Law Enforcement Protected Service under WRS for the purpose of engaging in conferences and negotiations on questions of wages, hours and conditions of employment, but excluding the sheriff, supervisory, confidential employees, and the chief deputy.

**ARTICLE 2 - MANAGEMENT RIGHTS**

The County possesses the sole right to operate the Law Enforcement Department and all management rights repose in it, subject to the provisions of this contract and applicable laws. These rights include the following:

- A. To direct all operations of the Department;
- B. To establish reasonable work rules and regulations. The County shall confer with the Union either before the rules or regulations become effective or within a reasonable time thereafter; but the right to establish such rules or regulations resides with the County, subject to the terms of this Agreement, including but not limited to the right to assign the duties of teaching the DARE program in the schools to the Truancy Deputy position.
- C. To hire, promote, schedule and assign employees to positions within the Department in accordance with the terms of this Agreement;
- D. To relieve employees from their duties subject to other provisions in the contract;
- E. To maintain efficiency of Department operations;

- F. To take whatever reasonable action is necessary to comply with state or federal law;
- G. To introduce new or improved methods or facilities onto change existing methods or facilities provided if such affects the wages, hours or working conditions of the employees, the Union will be notified in advance;
- H. To determine the kinds and amounts of services to be performed as pertains to Departmental operations and the number and kinds of classifications to perform such services;
- I. To determine the methods, means and personnel by which Departmental operations are to be conducted;
- J. To take whatever reasonable action is necessary to carry out the functions of the County in situations of emergency;
- K. To contract out for goods and services provided such action shall not result in the layoff of bargaining unit personnel;
- L. To suspend, demote, discharge or take other disciplinary action against the employees for just cause.

The reasonableness of County action taken pursuant to this Article is subject to the grievance procedure.

### **ARTICLE 3 - CONDUCT OF BUSINESS**

- A. Union Business. The Union agrees to conduct its business off the job as much as possible. This Article shall not operate as to prevent a steward or officer from the proper conduct of any grievance in accordance with the procedure outlined in this Agreement, nor to prevent certain routine business such as the posting of Union notices and bulletins.
- B. Union Officials. Business agents or representatives of the Union having business with the officers or individual members of the Union may confer with such Union officers or members during the course of the work day for a reasonable time, provided that permission is first obtained from the supervisor immediately in charge of the Union officers or members.

The parties to this Agreement agree that they shall not discriminate against any person because of race, color, creed or Union activity and that such person shall receive the full protection of this Agreement.

- C. Grievances and Negotiations. The Employer agrees that time lost from the regular work shift spent in the conduct of grievances, negotiations and matters concerning collective

bargaining shall not be deducted from the pay of delegated employee representatives of the Union. The number of employee representatives who may participate in the conduct of grievances, negotiations or matters concerning collective bargaining while in pay status shall be limited to three (3).

#### **ARTICLE 4 - UNION BULLETIN BOARD**

The Union is hereby granted permission to post Union notices and announcements regarding Union affairs, Union meetings, Union elections, Union announcements, Union recreational and social events, and other notices which are not political or controversial in nature.

#### **ARTICLE 5 - FAIR SHARE AGREEMENT**

- A. Dues Deduction. The Employer agrees that it will deduct from the monthly earnings of the employees in the collective bargaining unit dues as established by the Union or a Fair Share Service Fee representing the cost of collective bargaining and contract administration and monthly remit the aggregate amount collected to the treasurer of the Union on or before the end of the month in which the deduction is made.
- B. Changes. Changes in the amount of dues to be deducted shall be certified by the Union thirty (30) days before the effective date of the change.
- C. New Employees. As to new employees, such deduction shall be made in the pay period during the month following the month of initial hire.
- D. List of Employees. The Employer will provide the Union with a list of employees from whom such deductions are made with each monthly remittance to the Union.
- E. Union Responsibility. The Union, as the exclusive representative of all the employees in the bargaining unit, shall represent all such employees fairly and equally, and all employees in the bargaining unit shall be required to pay, as provided in this Article, their proportionate share of the costs of representation by the Union. No employee shall be required to join the Union, but membership in the Union shall be made available to all employees who apply consistent with the Union constitution and bylaws. No employee shall be denied Union membership on the basis of race, creed, color, or sex.
- F. Tender of Defense. In the event Sawyer County is named a defendant in a lawsuit regarding the enforceability or validity of the fair share provision of this contract the Union agrees that it will accept the defense of such lawsuit and properly defend the contractual provision. In the event Sawyer County is found to, have engaged in an illegal activity pursuant to this contractual agreement, the Union agrees that it will reimburse the County for any monies it is required to pay to satisfy any judgment.

## ARTICLE 6 - PROBATIONARY AND EMPLOYMENT STATUS

- A. Probationary Period. All employees shall be considered probationary for the first one (1) year of their employment with the Employer. Such probationary employees may be disciplined or discharged without recourse to the grievance procedure contained in this Agreement. Continued employment beyond the probationary period is hereby defined to be evidence of satisfactory completion of probation. The probationary period can be extended for an additional six (6) months by mutual agreement. Absences of five (5) or more consecutive workdays shall extend the probationary period an additional number of days equal to the number of days of the absence.
- B. Benefit and Seniority Accrual. The seniority of an employee who has satisfactorily completed probation shall date from his/her original date of employment, and he/she shall be entitled to all benefits accruing to regular employees. Probationary employees must indicate whether or not they desire to be covered by the County's medical and hospitalization insurance program within the first thirty (30) days of employment, with coverage to be effective the first of the month following 30-days of employment. Paid holidays, with the exception of floating holidays, are available to employees on the first of the month following completion of thirty (30) days of employment. Employees shall receive three (3) floating holidays after they have successfully completed the probationary period. If said floating holidays are received after September 1 of the year the employee successfully completes probation, the employee shall have until March 31 of the subsequent year to use the floating holidays.

## ARTICLE 7 – SENIORITY

- A. Accumulation. It shall be the policy of the Employer to recognize seniority. Seniority shall consist of the total calendar time elapsed since the date of original employment, provided however, that no time prior to a discharge for cause or quit shall be included and provided seniority shall not be diminished by temporary layoff, leaves of absence, or contingencies beyond the control of the parties to this Agreement. Seniority for part-time employees shall be prorated based on the employee's regularly scheduled hours compared to the regularly scheduled hours for a comparable full-time position.
- B. Layoff. Whenever it becomes necessary to lay off employees, in whole or in part, employees shall be laid off in inverse order of their length of service provided the remaining employees are capable of performing the available work. Laid off employees shall possess re-employment rights as hereinafter defined. The County shall provide a two (2) week notice of layoff.
- C. Re-employment Rights. Whenever it becomes necessary to employ additional personnel, either in vacancies or in new positions, subject to the provisions of the "Job Posting" clause in this Agreement, former employees of an Employer who have been laid off, within two (2) years prior thereto, shall be entitled to be re-employed in such vacancies or new positions in preference to all other persons.

- D. Seniority Posting. A seniority list shall be posted on the bulletin board and kept up-to-date.
- E. Termination of Seniority. Seniority shall be deemed to have been terminated when an employee:
1. Quits and leaves the job;
  2. Is discharged for just cause or terminated during probation;
  3. Fails to report for work for five (5) consecutive workdays without notification to his/her supervisor;
  4. Fails to report to work within fourteen (14) calendar days after having been recalled from layoff;
  5. Fails to report to work and/or is unable to fulfill all assigned responsibilities at the termination of a leave of absence, unless there has been an agreed-to extension;
  6. Is not employed for two (2) years after having been laid off;
  7. Is on a leave of absence for personal or other reasons and accepts other employment without permission;
  8. Retires.
- F. If a member of the bargaining unit accepts a supervisory position with the Sawyer County Sheriff's Department, with no break in service, he/she shall have one (1) calendar year from the date of acceptance of the supervisory position to return to the bargaining unit, provided there is a vacancy for which he/she is qualified, with no loss of seniority or other contractual benefit. However, for whatever reason, if the employee is returned to the bargaining unit outside of the one (1) calendar year window, he/she shall return to the bargaining unit with the seniority ranking at which he/she left the bargaining unit.

#### **ARTICLE 8 - JOB POSTING AND TRANSFERS**

- A. Vacancy. A vacancy shall be defined as a job opening not previously existing, or a job created by the termination of employment, promotion, or transfer of existing personnel when the need for such a job continues to exist.
- B. Job Posting. Whenever a vacancy occurs or a new job is created, it shall be posted on a bulletin board for a period of five (5) working days. Each employee interested in applying for the job shall endorse his/her name upon such notice in the space provided. The Employer shall have the right to temporarily fill the job that is posted. However, such

temporary filling of the job shall continue only for a reasonable time after the end of the five (5) days posting or the settlement of the grievance if one should arise. The initial determination as to an employee's qualification shall be made by the Employer. Nothing in this Section shall prohibit the County from publicly advertising the position concurrently with the posting.

Whenever a new bargaining unit position is created, or when an existing, vacant bargaining unit position is to be filled, the parties agree to utilize the following procedures in filling vacant or newly created position:

1. All interested applicants indicate their desire for the position pursuant to the internal posting which shall list the minimum qualifications for the position.
2. Selection for Sworn Officers. All applicants will be evaluated and measured on a point system on the following aspects related to the position:
  - a. A written test will be prepared or received designed to measure position-related knowledge and mutually agreed upon by the Sheriff, his/her designee(s) and the Association President or his/her designee and will be taken by all interested applicants. Applicants must attain a written test score of seventy-five (75%) percent in order to qualify and proceed in the selection process and the score shall be valid for a period of six (6) months.
  - b. Points will be awarded to applicants for seniority recognition and work/evaluation history of the candidates.
  - c. Oral interviews will be completed and candidates will be awarded points based on their interview.
  - d. The total composite score will be considered by the Sheriff in awarding the position, however, the Sheriff is not bound to select the highest scoring applicant.
- C. New employees may not post for a position until after they have successfully completed the probationary period. Employees who successfully post into a position shall not be permitted to post for a different position for one (1) year from their first day of work in their new position. This only applies to individuals who have posted into new positions that result in a change in rank (i.e., deputy sheriff, sergeant, investigator) and not to employees who successfully post into a position that results only in a new shift.

D. Posting into certain positions/classifications:

1. Employees must have five (5) years of service as a bargaining unit employee with the County to use the posting procedure for a position as sergeant or investigator.
2. An employee must serve a minimum of five (5) years in the Truancy or Recreation Deputy positions before being able to use the posting procedures for a different position in the bargaining unit.
3. This provision does not prevent these positions from exercising layoff rights based on original date of hire in the event these two positions are eliminated from the Department.

- E. Shift Selection. Prior to November 1 of each calendar year, employees subject to shift work shall select their shifts by seniority within classification for the following year. For purposes of this paragraph, classifications subject to shift selection shall be defined as Patrol Deputy and Road Sergeant. If an officer is bumped from a shift during shift selection said officer would have 48 hours from the time of being notified of the bump to make a new shift selection even if the selection extends past the October 31<sup>st</sup> deadline.

**ARTICLE 9 - DISCIPLINARY PROCEDURE**

- A. Purpose. The following disciplinary procedure is intended as a legitimate management device to inform employees of work habits, etc., which are not consistent with the aims of the Employer's public function, and thereby to correct those deficiencies.
- B. Disciplinary Action. An employee may be demoted, suspended or discharged or otherwise disciplined for just cause. The sequence of disciplinary action shall be oral reprimands, written reprimands, suspension, demotion, and discharge. A written reprimand or other disciplinary action sustained in the grievance procedure or not contested shall be considered a valid warning. Any disciplinary action shall be grievable. For grievances involving the review of a suspension, a demotion, or a dismissal, the affected employee shall have the option of having the disciplinary action reviewed under the grievance procedure set forth in this agreement or under the procedures set forth in § 59.26, Wis. Stat., but not both.
- C. Immediate Suspension or Suspension Pending Discharge. The above sequence of disciplinary action shall not apply in cases which are cause for immediate suspension or suspension pending discharge. Theft of personal or public property, drinking on the job, being drunk on the job or other incidents of similar gravity are hereby defined as cause for immediate suspension pending discharge.
- D. Appeal of Suspension. Any suspended or suspension-pending discharge employee may appeal such action through the grievance procedure and shall initiate grievance action by

immediate recourse in accordance with Step 1 within ten (10) days notice of suspension or suspension pending discharge.

- E. Notice of Discharge or Suspension. Notice of discharge or suspension shall be in writing and a copy shall be provided the employee and the Union at the time the action is taken.

#### **ARTICLE 10 - GRIEVANCE PROCEDURE**

- A. Definition of a Grievance. A grievance shall mean a dispute concerning the interpretation or application of this contract or concerning any question regarding wages, hours and working conditions or other conditions of employment.
- B. Subject Matter. Only one subject matter shall be covered in any one grievance. A written grievance shall contain the name and position of the grievant, a clear and concise statement of the grievance, the issue involved, the relief sought, the date the incident or violation took place, the specific section of the Agreement alleged to have been violated and the signature of the grievant and the date. Employees and their Union representatives filing a written grievance agree to make a good faith effort to comply with the requirements of this paragraph but their failure to do so will not invalidate their written grievance.
- C. Time Limitations. If it is impossible to comply with the time limits specified in the procedure because of work schedules, illness, vacations, etc., these limits may be extended by mutual consent in writing. The parties mutually agree that the calculation of the calendar day time limits in any step of the grievance procedure shall exclude Saturdays, Sundays and contractually recognized holidays. It is understood that the time limits set forth in this Article are substantive, and failure of the grievant to file and process the grievance within the time limits set forth in this Article shall be deemed a settlement and waiver of the grievance. If the grievant does not receive an answer in a timely fashion, the grievant shall have the right to automatically proceed to the next step of the grievance procedure.
- D. Settlement of Grievance. Any grievance shall be considered settled at the completion of any step in the procedure if all parties concerned are mutually satisfied. Dissatisfaction is implied in recourse from one step to the next.

E. Steps in the Procedure.

Step 1. The grievant, or with a representative, shall orally explain his/her grievance to his/her immediate supervisor no later than seven (7) calendar days after he/she knew or should have known of the cause of such grievance. The work of the County shall not be interrupted by the processing of a grievance, except that if an issue concerning employee safety is involved, the employee may submit his/her oral grievance and request that it be answered as soon as possible. The supervisor shall, within four (4) calendar days, orally answer the grievant, and the representative where applicable, of his/her decision.

Step 2. If the grievance is not settled at the first step, the grievant and/or representative, shall prepare and file a written grievance with the Department head, or his/her designee, within seven (7) calendar days. The department head will further investigate the grievance and submit his/her decision to the employee and his/her representative in writing within seven (7) calendar days after receiving written notice of the grievance.

Step 3. If the grievance is not settled at the second step, the grievant and/or the Union grievance committee may appeal the written grievance to the Personnel Committee within fourteen (14) calendar days after receipt of the written decision of the Department head. The parties shall meet at a mutually agreeable time and place within thirty (30) calendar days of receipt of the Association's request to meet with the Personnel Committee to discuss the grievance. Following said conference, the Personnel Committee shall respond in writing within fourteen (14) calendar days.

F. Arbitration.

1. General. If the grievance is not settled at the third step, the Union may proceed to arbitration by informing the Committee in writing, within fourteen (14) calendar days following the written response of the Personnel Committee, that it intends to do so.
2. Selection of Arbitrator. The parties shall attempt to select a mutually agreeable arbitrator and should they be unable to do so within fourteen (14) calendar days from the date the Union notified the Committee that they intend to proceed to arbitration, the parties may jointly or individually request the Wisconsin Employment Relations Commission to provide an impartial arbitrator from their staff to hear the grievance.
3. Hearing Decision. The arbitrator shall meet with the parties on a mutually agreeable date to review the evidence and hear testimony relating to the grievance. Upon completion of the review and hearing, the arbitrator shall render a written decision to both the County and the Union which shall be final and binding on both parties. The arbitrator shall not modify, add to or delete from the express terms of this Agreement.

4. Expenses. Each party shall bear its own expenses involved in the preparation of its case. Both parties shall equally bear the cost of the arbitrator, if any, including travel, lodging and meals, etc.
5. Transcript. The necessity of a transcript at arbitration hearings is not always constant. The parties agree that if a transcript is necessary, the parties shall share the cost of that transcript. If the arbitrator requires a transcript, the parties shall share the cost equally. If either side desires a transcript, it may request a transcript be provided, and if the other party refuses to share equally in the cost of that transcript, the refusing party may not have access to the transcript in the development of its written arguments.

#### **ARTICLE 11 - WORK DAY AND WORK WEEK -- OVERTIME**

##### A. Work Day and Work Week.

1. The regular workday for Investigators and Court Officers shall be defined as eight (8) hours. The work cycle will be a fourteen (14) day cycle. The average workweek will be forty (40) hours per week.
2. The regular work day for Patrol Deputies shall be defined as ten (10) consecutive hours and for the purposes of compliance with the Federal Fair Labor Standards Act, the "work period" shall be each 18 days.
  - a. Patrol Deputies shall receive their base pay as a bi-weekly salary, based on 1,982 work hours per year (bi-weekly = 76.23 hours).
  - b. The regular work rotation for Patrol Deputies shall be five (5) consecutive days of work followed by four (4) consecutive rest days, five (5) consecutive days of work followed by four (4) consecutive rest days, five (5) consecutive days of work followed by four (4) consecutive rest days, and four (4) consecutive days of work followed by four (4) consecutive rest days. Then the cycle shall repeat itself.
3. If a Patrol Deputy leaves employment or goes on unpaid leave on a date other than the last day of the bi-weekly pay period, it will be assumed that he/she was paid in full through the end of the previous bi-weekly pay period. Any hours worked after the end of the bi-weekly pay period will be paid on an actual hours worked basis, except said pay shall not exceed the bi-weekly base salary.
4. Jailers and Dispatchers who are still covered by this collective bargaining agreement will follow the work day and work week as outlined in their respective divisions. Jailers may be assigned to twelve (12) hour shifts, with a corresponding work cycle and work week as set forth in the Jail division.

- B. Lunch Period. The work shifts include a one-half (1/2) hour lunch period, with the understanding that officers are subject to call during lunch. In addition to the employee's lunch period, the employee shall be allowed two (2) fifteen minute breaks with pay during the regular workday. One break shall be allowed at the midpoint between the employee's shift start time and lunch break and one break between the lunch break and the employee's quit time of the regular work shift. The employee is subject to call during the break period also.
- C. Schedule Posting. Work schedules shall be posted for one (1) month in advance. Deputies may upon request, check the work schedules further in advance. If changes in the posted schedules are necessary, officers shall be notified as far in advance as possible, but in no event less than eight (8) hours in advance except in the case of sickness or emergency.
- D. Overtime Pay and Compensatory Time. Overtime shall be paid for all time worked outside of the work schedule as set forth in Section A. Overtime shall be calculated at the rate of one and one-half (1 1/2) times the hourly wage for actual time worked, in excess of the workday, workweek spelled out in Section "A", above, excluding benefit time off. Vacation taken, sick leave taken, compensatory time taken, and floating holidays taken shall not count as hours worked. Required court appearances will be counted as time worked for overtime pay purposes.

If an employee voluntarily signs for one or more shifts outside his/her normal work schedule and also takes paid time off (vacation, floating holiday, comp. time) during that week (or in the case of road deputies, during that designated work period), the number of hours calculated at time and one-half will be reduced by the amount of paid leave taken during that week (or in the case of road deputies, during that designated work period). This provision shall not apply in the event of an unforeseen requirement that an employee work beyond his/her assigned shift, if an employee is called-in to work, or for required court appearances.

Employees shall make the determination when their time cards are filed as to where they want their overtime hours to be credited. The choices are:

1. Compensatory time, up to a maximum accumulation of 80 hours per year;
  2. Overtime pay.
- E. Part-time and Seasonal Employees. No part-time or seasonal employees shall work overtime unless all regular employees are working overtime, have turned down the overtime, or are unavailable to work.
  - F. Division of Overtime. For the purpose of this subsection, Patrol shall follow the following language. Sworn and Protected Status Jailer and/or Dispatchers will follow the policy of their respective divisions.

Whenever possible, overtime opportunities shall be posted in advance, with a deadline date/time for signing. If more employees than needed sign for the overtime, it shall be

granted first to employees within the division based on seniority and next to qualified employees outside the division based on overall department seniority. If no employees covered under this bargaining agreement sign for the overtime by the deadline date, Sawyer County may assign the overtime to non-represented employees.

No employee may "bump" another employee within 10-days of the scheduled shift. If an employee signs for an overtime shift, he/she is responsible to work that shift as if it were a normally scheduled shift. The County may excuse the employee from working the scheduled overtime on a case-by-case basis. If the County has insufficient or no advance warning of the need to schedule overtime, the overtime hours will be filled at the sole discretion of the County. The County agrees it shall make a good-faith effort to fill the overtime hours based on the overtime rights described above.

The County reserves the right to fill vacant dispatch shifts with non-represented employees for necessary on-the-job training or to keep their skills current. This right shall be limited to no more than one shift per month for each part-time dispatcher.

This subsection is intended to clarify rights to overtime. It does not prohibit the County from requiring employees to work overtime if it is necessary to meet the needs of the County.

- G. Compensatory Time. In the event an employee elects to have, in lieu of overtime payments pursuant to Paragraph D, compensatory time off at time and one-half, said compensatory time off shall be taken only with the prior approval of the sheriff or designee. Compensatory time accumulation shall be consistent with overtime calculations defined in Paragraph D.

The total amount of compensatory time that may be earned by an employee shall be capped at eighty (80) hours per calendar year. All hours of compensatory time must be used during the calendar year in which they were earned. Compensatory hours that are not used by the employee during the calendar year in which they are earned shall be paid out on the last payroll check of the year.

An employee may not be paid out for hours they originally designated to be placed in the account for compensatory time. Hours placed in the compensatory time account must be used as compensatory time off or paid out at the end of the year as set forth above.

- H. Deferred Overtime Payment. Employees opting to place overtime hours into a deferred overtime account may be paid out through the year as the employee wishes, except as set forth below. There shall be no cap on the deferred overtime account. Deferred overtime cannot be carried over to the following year and any balance on deferred overtime will be paid out on the final paycheck of the year. If employees receive a mid-year wage increase any deferred overtime balances will be paid out on the payroll encompassing the pay increase at the rate it was earned.

Hours placed into the deferred overtime account may only be paid out and cannot be transferred into the employee's compensatory time account.

- I. In the event of a vacant shift caused by an employee's use of sick leave, the Employer may use non-bargaining unit employees to fill the vacant shifts caused by the employee's absence commencing with the fifth consecutive vacant shift.

#### **ARTICLE 12 - CALL-IN PAY**

In the event an employee is called in for work before or after the normal work schedule has been completed, or on his/her day off, the employee shall receive a minimum payment of two (2) hours pay at the rate of one and one-half times his/her regular rate of pay or the actual number of hours worked, whichever is greater.

#### **ARTICLE 13 - VACATIONS**

- A. Vacation Benefits. Regular full-time employees who have completed six (6) months of employment shall receive the following vacation benefits with pay at their regular rate:

| <u>Length of Service</u>                | <u>Vacation Benefit</u> |
|---|-------------------------|
| At least 6 months, but less than 1 year | 48 hours                |
| After 1 year                            | 96 hours                |
| After 5 years                           | 104 hours               |
| After 6 years                           | 112 hours               |
| After 7 years                           | 120 hours               |
| After 8 years                           | 128 hours               |
| After 9 years                           | 136 hours               |
| After 10 years                          | 144 hours               |
| After 11 years                          | 152 hours               |
| After 12 years                          | 160 hours               |
| After 13 years                          | 168 hours               |
| After 15 years                          | 176 hours               |
| After 20 years                          | 184 hours               |
| After 24 years                          | 192 hours               |
| After 25 years                          | 200 hours               |

- B. Eligibility. Eleven (11) days worked in any one month shall be considered a full month's work for purposes of vacation accrual.
- C. Accumulation. Vacation time granted by the Employer may accumulate or carry over beyond the employee's anniversary date, but in no case will employees be allowed to carry over more than one hundred (100) hours of vacation time. Except as provided in Section E below, vacation days not used shall be lost. Vacation days which were scheduled, but not used because of a call-in, may be carried over.

- D. Scheduling. The following procedure will be used by the parties when members of the collective bargaining unit select their vacations:

Employees may submit vacation requests by December 1 of each calendar year for the following calendar year. In case of conflict for vacation requests submitted prior to December 1, seniority shall prevail. Requests made after December 1 cannot bump approved vacation requests which were made prior to December 1. Requests which are submitted by December 1, but which are denied, may be resubmitted within five (5) days of the denial and still be subject to seniority. Requests for vacation after December 1 shall be approved on a first-come first-served basis and shall require a five (5) calendar day advance notice. Vacation requests made after December 1 shall be approved or denied within thirty (30) calendar days. Vacation days may be used in one-half (1/2) day increments. In all instances of approved vacation days, the County reserves the right to call an employee in to work from vacation in the event of an emergency or other unforeseen circumstances.

Termination of Employment. In case of termination, retirement, or death of an employee, the employee or the employee's estate or designated beneficiary shall receive his/her vacation pay. Such vacation pay shall be computed on a pro rata basis, in accordance with the number of months worked during the year. Such payment shall be based upon the current earnings of such employee.

#### **ARTICLE 14 – HOLIDAYS**

- A. Holidays. A holiday shall be considered eight (8) hours. All employees shall receive the following holidays with pay at the regular rate:

|                 |                  |
|-----------------|------------------|
| New Year's Day  | Labor Day        |
| President's Day | Veterans' Day    |
| Memorial Day    | Thanksgiving Day |
| Fourth of July  | Christmas Day    |

- B. Floating Holiday. Three (3) floating holidays shall be scheduled by mutual agreement between the employee and his/her supervisor. Each floating holiday shall be eight (8) hours for a total of twenty-four (24) hours per year.
- C. Payout. Each employee shall receive in lieu of paid holidays, a lump sum payment based on one and one-half (1 1/2) times their regular rate of pay, for that number of paid holidays listed in Section A above herein. Said payment shall be made no later than December 15 of each year.

## **ARTICLE 15 - SICK LEAVE, ABSENCE FROM WORK**

- A. Use. Sick leave may be used by employees only for illness or injury not covered by worker's compensation. The County may request a second opinion and a second doctor's certificate. The County may specify the doctor who should complete the second examination. If the County requests a second examination, the County shall pay the cost of that examination.
- B. Accumulation. Sick leave shall be accumulated in the following manner:
1. Employees shall earn sick leave at the rate of eight (8) hours, ten (10), or twelve (12) hours for each month of employment, based on the employee's regularly scheduled shift, up to ninety-six (96), one hundred twenty (120), or one hundred forty-four (144) hours respectively each year. Eleven (11) days worked in any one month shall be considered a full month's work for sick leave accrual purposes.
  2. Unused sick leave shall carry over and be added to the next year's accumulation until a maximum of eight hundred eighty (880) hours of unused sick leave have been accumulated.
  3. For employees who have accrued the maximum sick leave, the county shall pay the employee \$125 for each sick leave day lost (i.e. over the cap). The payment shall be made with the final payroll of the calendar year.
- C. Payout. Any employee leaving employment with the County for resignation, retirement, or forced retirement due to disability, with at least 10 years of employment, the employee shall be paid for one-half (1/2) of the unused sick leave remaining in the employee's account, not to exceed four hundred forty (440) hours at their current rate of pay. If an employee dies while in the employ of the Employer, his/her estate shall be paid for one-half (1/2) of the unused sick leave remaining in the employee's account, not to exceed four hundred forty (440) hours at their current rate of pay.
- D. Leave of Absence. In recognition of the unique stress associated with Law Enforcement work, employees may be granted, upon Doctor's orders, a leave of absence without pay for up to sixty (60) calendar days. During the leave of absence the individual may be employed elsewhere or attend school.

## **ARTICLE 16 - BEREAVEMENT LEAVE**

- A. In the event of the death of an employee's spouse, mother, father, mother-in-law, father-in-law, child, brother, sister, or grandchild, the employee will be allowed up to three (3) days bereavement leave with pay. For employees working an eight (8) hour schedule, the employee shall be allowed up to twenty-four (24) hours of bereavement leave. For employees working a ten (10) hour schedule, the employee shall be allowed up

to thirty (30) hours of bereavement leave. For employees working a twelve (12) hour schedule, the employee shall be allowed up to thirty-six (36) hours of bereavement leave.

- B. In the event of the death of an employee's aunt, uncle, grandparent, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or permanent member of the employee's household, the employee will be allowed up to one (1) day's bereavement leave with pay. For employees working an eight (8) hour schedule, the employee shall be allowed up to eight (8) hours of bereavement leave. For employees working a ten (10) hour schedule, the employee shall be allowed up to ten (10) hours of bereavement leave. For employees working a twelve (12) hour schedule, the employee shall be allowed up to twelve (12) hours of bereavement leave.
- C. If additional time is required in order to travel to a funeral, said time shall be treated as vacation. Requests for vacation time in order to attend a funeral shall be given priority consideration. In the event an employee needs additional leave because the funeral is outside of the immediate area, the Sheriff, or his designee, may in his/her sole discretion, allow the employee to use accumulated sick leave for such purposes.

#### **ARTICLE 17 - MILITARY LEAVE**

Employees who are members of the National Guard of military reserves or other military service organization shall be granted temporary leave for tours of duty. The employee shall be paid the difference between his/her regular earnings (not to exceed two [2] weeks for any one call-out for reserve training or emergency duty) and his/her service pay for such period. Any employee called out for active duty with the Armed Forces of the United States of America shall be granted a military leave of absence and his/her seniority shall continue to accumulate during such leave; however, such employee must return to duty within ninety (90) days from the day of release from such active duty in order to be re-employed with such continued service status.

#### **ARTICLE 18 - WORKER'S COMPENSATION**

- A. Coverage. All employees shall be covered by worker's compensation insurance. In the event an employee suffers compensatory injury or illness in the course of performing his/her duties, he/she shall be paid the difference between any payment under worker's compensation and his/her regular pay. Time paid for in this Section shall be charged to any paid leave after ninety (90) calendar days. The ninety (90) calendar day grace period shall not apply to employees hired on or after January 1, 1997, and such pay differential shall be charged to accumulated paid leave.
- B. Payments to Employees. Payments to employees under this Article shall continue only while temporary total disability paychecks are being received. For employees hired on or after January 1, 1997, such payments shall only continue to the extent of the employee's accumulated paid leave, and payments shall cease when the accumulated paid leave has been exhausted.

- C. Benefits. If an employee is unable to work due to a Worker's Compensation injury or illness, and is covered under the County's health insurance policy, the County shall continue paying the same employer share of the health insurance premium that was paid before the injury for the time the employee is on total temporary disability or partial temporary disability, not to exceed twelve (12) months. The continuation of the health insurance benefit under this worker's compensation provision shall include any continuation of health insurance benefit the employee may be eligible for under FMLA-qualifying leave. No holiday pay or funeral leave shall be paid during a worker's compensation related leave.

#### **ARTICLE 19 - WISCONSIN RETIREMENT FUND**

The employee shall pay the employee portion of a general service retirement category under the Wisconsin Retirement System and the employer shall pay the remaining portion of the total for the Protective Service retirement contribution.

For all employees hired on or after January 1, 2009, the provisions of the Wisconsin Retirement System shall determine the classification for reporting purposes.

Upon retirement eligibility determined by the Wisconsin Retirement System, patrol deputies, patrol sergeants, and investigators with fifteen (15) years of service with Sawyer County shall be given their duty weapon as a retirement gift from Sawyer County.

#### **ARTICLE 20 - WAGE RATES**

Wage rates shall be bargained for annually or bi-annually, as mutually agreed between the parties; and that when an agreement is reached on such rates, the terms of the agreement shall become part of the Agreement as an addendum in which all bargaining-unit positions and classifications are listed with rates of pay attached. The parties shall endeavor in good faith to reach agreement before the statutory budget deadline of the County.

#### **ARTICLE 21- REIMBURSEMENT FOR COSTS OF TRAINING, EDUCATION**

An officer desiring to further his/her education and training in a course of education related to Police Science shall be reimbursed by Sawyer County for the cost of tuition, books, and the reasonable cost of room and board and related expenses, including mileage. The employee will be on a non-paid status. The employee shall be reimbursed for the aforementioned expenses by submitting a voucher on forms provided by the Employer. This section shall apply when the Employer grants permission to the employee in the furtherance of said education.

## **ARTICLE 22 - RANGE QUALIFICATION**

Employees shall be able to qualify at the range at least two (2) times per year. The County shall provide the rounds for the required qualifying rounds.

## **ARTICLE 23 – INSURANCE**

- A. Employment Contribution. The Employer agrees to pay eighty-eight percent (88%) per month toward the family plan, limited family plan and single plan health insurance premiums. Probationary employees must indicate whether or not they desire to be covered by the County's medical and hospitalization insurance program within the first thirty (30) days of employment, with coverage to be effective the first of the month following 30-days of employment.

Healthcare Reimbursement Account: Employees may use the funds in their HRA account for any IRS-qualifying expense. Unused funds will roll-over from year-to-year. If an employee leaves employment with at least fifteen (15) years of service or reaches the age of Wisconsin Retirement eligibility, or is disabled as defined by Wisconsin State Statute 40.63 or 40.65, he/she shall be entitled to use any remaining funds in his/her HRA account for IRS-qualifying expenses. The County shall retain any interest earned and shall pay the administrative fees for the HRA for active employees and for employees who meet the above-stated criteria for entitlement to use remaining funds in the HRA.

The County shall comply with IRS regulations regarding continuation rights for employees who do not meet the above-stated criteria. If an employee is exercising these continuation rights, he/she shall be required to pay the administrative fees for the HRA.

- B. Employees who are enrolled in the County's health plan at the time of retirement (i.e., at an age when eligible to receive WRS benefits or a duty disability retirement) and who have at least fifteen (15) years of service may continue in the plan, at their own expense, until age of eligibility for Medicare, or the expiration of continuation rights provided by state and federal law, whichever occurs later.
- C. Life Insurance. Employees may participate in the State Life Insurance Plan. If the employee chooses basic coverage, he/she shall also have the option of enrolling in additional, supplemental, and/or spouse & dependent coverage. The County shall pay the employer's share (currently 20% of the basic premium) and the employee shall pay the remainder of the premium. Availability of life insurance and options is subject to the terms and conditions of the Department of Employee Trust Funds.
- D. The County shall implement and pay the administrative fees for a full Section 125/129 plan for qualified medical and child care expenses.

## **ARTICLE 24 - INSURANCE AND LIABILITY OF EMPLOYEES**

Whenever any employee is proceeded against in his/her official capacity, or as an individual because of the acts committed while carrying out his/her duties as an officer or employee, the County shall pay all reasonable attorney's fees, costs of defending the action, and any judgment which may accrue against the employee in accordance with the Wisconsin Statutes.

## **ARTICLE 25 - UNIFORM ALLOWANCE**

The uniform allowance shall be used for work-related uniforms and equipment authorized by the sheriff.

Each officer shall receive an annual clothing allowance of four hundred fifty dollars (\$450) per year in 2016 and five hundred dollars (\$500) beginning in 2017.

Documentation of all uniform allowance purchases shall be done by purchase order, with approval from the Sheriff. A copy of each purchase order shall be forwarded to the Clerk's office with a copy of the voucher.

The Employer agrees to furnish each member of the bargaining unit who is a certified law enforcement officer and performs work as an investigator, patrol deputy, special response team member, boat or snowmobile patrol, a ballistics vest with a classification of IIIA or better. The Employer further agrees to replace the ballistics vests per the manufacturer's specifications.

## **ARTICLE 26 - PAY PERIOD**

Employees shall be paid biweekly. Electronic deposit will be mandatory for all employees. If a payday falls on a holiday, the employees shall receive their direct deposit on the day prior thereto. The County shall provide an itemized statement of regular pay and overtime and all deductions made.

## **ARTICLE 27 - RECLASSIFICATION PROCEDURES**

An employee who believes he/she is being regularly assigned additional duties or being asked to perform work outside his/her normal job, may file a written request with the Personnel Committee for a classification review. Such requests must be filed by May 1. The Personnel Committee shall conduct its review and inform the employee of its decision in writing by August 1. Should the Committee decide in favor of the employee, the employee shall be reclassified effective January 1 of the next fiscal year, or the additional duties shall be removed as soon as possible. In any case, lack of funds shall not be reason for failing to fund the reclassification. Denials are not subject to the grievance procedure.

## **ARTICLE 28 - DRUG AND ALCOHOL TESTING**

Employees shall be subject to the alcohol and controlled substance testing procedures set forth in the County's Alcohol and Controlled Substance Testing Policy. In the event of a positive test, the employee may be subject to disciplinary action consistent with the other relevant provisions of this Agreement and state and federal law.

## **ARTICLE 29 – SAVINGS**

If any article or section of this Agreement, or any addenda thereto, is held to be invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

## **ARTICLE 30 – DURATION**

This Agreement shall become effective as of January 1, 2016, and shall remain in full force and effect through December 31, 2017, and shall renew itself for additional one year periods thereafter, unless either party, pursuant to this Article, has notified the other party in writing that it desires to alter or amend this Agreement at the end of the contract period.

## **ARTICLE 31 - NO STRIKE AGREEMENT**

- A. Strike Prohibited. Neither the Union nor any of its officers, agents, or employees will instigate, promote, encourage, sponsor, engage in or condone any strike, slowdown, concerted work stoppage or any other intentional interruption of work during the term of this Agreement.
- B. Union Action. Upon notification by the Employer to the Union that certain of its members are engaged in a violation of this provision, the Union shall immediately issue a written order to its members to return to work and provide the Employer with a copy of the order.
- C. Penalties. The County reserves the right to pursue appropriate penalties in cases of violation of this provision.

**ARTICLE 32 - TRAVEL EXPENSES**

Bargaining unit members who perform approved work outside of the corporate limits of Sawyer County or attend scheduled/assigned training outside of Sawyer County shall be reimbursed pursuant to current County policy in effect at time of reimbursement.

**ARTICLE 33 – EMPLOYEE VOLUNTARY VACATION LEAVE DONATION FUND**

If an employee exhausts all of his/her paid leave accumulation (sick leave, vacation leave, personal holidays) due to personal illness, the employee may notify the Human Resources Office and Bargaining Unit President for implementation of the voluntary vacation and sick leave fund. For purposes of this Agreement, "personal illness" shall exclude maternity leave except in the event of medical complications arising from the pregnancy.

The Bargaining Unit President shall notify the Bargaining Unit employees of the need of employee. Each Bargaining Unit employee may voluntarily contribute a maximum of forty (40) vacation hours or forty (40) sick hours or an accumulation of both vacation and sick hours to total forty (40) hours per calendar year.

The employee in need of coverage will be provided with the number of hours being donated and the donating employee will lose the number of hours donated.

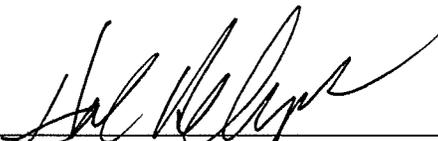
If an employee has short- or long-term disability benefit(s) and becomes eligible to receive the benefit(s), the employee is required to apply and shall not be eligible for donated time after the disability payment is effective.

**ARTICLE 34 -ENTIRE MEMORANDUM OF AGREEMENT**

This Agreement constitutes the entire agreement between the parties and no verbal statements shall supersede any of its provisions. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, by their duly authorized representatives and committee, at Hayward, Wisconsin.

**FOR SAWYER COUNTY**

By:   
County Board Chairperson Date

**FOR LOCAL 261, WISCONSIN  
PROFESSIONAL POLICE ASSOCIATION/LAW  
ENFORCEMENT RELATIONS DIVISION**

By:  3/25/2016  
Date

By: Carol Williamson  
County Clerk Date

By: Rich Burghaus 3/21/16  
WPPA/LLER Date

This document was drafted by  
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Eau Claire, WI 54702-1030  
715-839-7786

APPENDIX A

**SAWYER COUNTY LAW ENFORCEMENT DEPARTMENT**

|                           | <u>7/1/15</u> | 1.5%<br><u>1/1/16</u> | 1%<br><u>1/1/17</u> | 1%<br><u>7/1/17</u> |
|---------------------------|---------------|-----------------------|---------------------|---------------------|
| <u>2016-17 Wage Rates</u> |               |                       |                     |                     |
| Deputy Sheriff            | 24.57         | 24.94                 | 25.19               | 25.44               |
| Sergeant                  | 25.82         | 26.21                 | 26.47               | 26.73               |
| Investigators             | 26.45         | 26.85                 | 27.12               | 27.39               |
| Dispatcher (with road)    | 22.13         | 22.46                 | 22.68               | 22.91               |
| Jailer (with road)        |               |                       |                     |                     |
| Transport Officer         |               |                       |                     |                     |

Employees working between 6:00 p.m. and 8:00 a.m. Monday through Friday, or working between the hours of 6:00 p.m. Friday and 8:00 a.m. Monday, shall receive an additional forty-five (45¢) cents per hour premium shift differential.

Current jailers, dispatchers or transport officers receiving the "w/road" wage rate must maintain certification as a law enforcement officer in the State of Wisconsin and must have a letter on file with the Sheriff stating that the employee will accept assignments as a Patrol Deputy.

Employees shall be paid longevity in accordance with the following schedule:

- After five (5) years - 5¢ per hour
- After ten (10) years - 15¢ per hour
- After fifteen (15) years - 20¢ per hour
- After twenty (20) years - 30¢ per hour

Probationary Wage Rates:

Wage rates for probationary employees shall be established as follows:

- Start — 90% of schedule rate
- After 6 months — 95% of schedule rate
- After one year or completion of extended probation due to absence of five (5) or more consecutive work days (Article 6, Section A), whichever is later — 100% of schedule rate

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