

2014 - 2016 AGREEMENT

By and Between

**DOUGLAS COUNTY DEPUTY SHERIFF'S ASSOCIATION, LOCAL 41 OF THE LAW
ENFORCEMENT EMPLOYEE RELATIONS DIVISION OF THE WISCONSIN
PROFESSIONAL POLICE ASSOCIATION**

and

**DOUGLAS COUNTY
(LAW ENFORCEMENT DEPARTMENT)**

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January 1, 2014 - December 31, 2016

**2014-2016 AGREEMENT
INDEX**

Article	Title	Page
	Preamble	1
	Terms and Relations	1
1	A. Recognition	1
1	B. Representation.....	1
1	C. Check-off	1
1	D. Agency Shop	2
2	A. Individual Agreement.....	2
2	B. Job Steward	2
2	C. Joint Meetings	2
3	Discipline	2
4	Grievance Procedure	3
5	Vested Right of Management.....	4
6	Pay Period	5
7	Bonds and Premiums.....	5
8	Physical Examinations.....	5
9	Conditions of Employment	5
10	Granting Time Off	6
11	Safety Equipment	6
12	Compensation / Food and Lodging.....	6
13	Worker's Compensation	6
14	Loss or Damage	7
15	Employment Status	7
16	County Residency.....	7
16	Probationary Period.....	7
17	Seniority	8
18	Layoff	10
19	Promotions	11
20	Separability and Savings Clause.....	11
21	Vacations	12
22	Health and Welfare	13
23	Life Insurance	13
24	Retirement	14
25	Holidays	14
26	Rest Period	15
27	Weekly Hours and Overtime Rates.....	15
27	Wages and Classifications	16
27	Call-Outs	16
27	Court Duty	17
28	Work Guarantee	17
29	Sick Leave	18
30	Bereavement Leave	19
31	Training	19
32	Jury Duty	20
33	Conversion of Unused Sick Leave Upon Retirement	20
34	Educational Credits	20
35	Clothing Allowance	20
36	Longevity	21
37	Shift Differential	21
38	Military Leave	21
39	Expiration Date	21
	Signature Page	23
	Appendix A (Wage Scale)	24
	Appendix B (Arbitrator Selection)	25
	Side Letters of Agreement:	
	Twelve Hour Shift Period.....	26
	Canine Unit	29
	Promotional Criteria	32
	Attachment 1 (Grievance Settlement 08-100)	34

By and Between

DOUGLAS COUNTY
(LAW ENFORCEMENT DEPARTMENT)

and

LAW ENFORCEMENT EMPLOYEE RELATIONS DIVISION
OF THE WISCONSIN PROFESSIONAL POLICE ASSOCIATION

* * *

DOUGLAS COUNTY, hereinafter referred to as the "Employer," and the LAW ENFORCEMENT EMPLOYEE RELATIONS DIVISION of the WISCONSIN PROFESSIONAL POLICE ASSOCIATION, representing employees in those classifications covered by this Agreement, hereinafter referred to as the "Union," agree to the following provisions covering wages, hours and working conditions during the period of this Agreement. This Agreement shall supersede and replace all previous agreements between the parties hereto.

TERMS AND RELATIONS. This Agreement is intended to secure proper employment terms and conditions of said Employer and to advance friendly relations between the Employer and the employees. Both the Employer and employees agree to carry it out fairly.

ARTICLE 1.

A. RECOGNITION. The Employer agrees to and does hereby recognize the Law Enforcement Employee Relations Division of the Wisconsin Professional Police Association, No. 41, as the exclusive bargaining agent for all regular full-time and regular part-time law enforcement personnel having the powers of arrest in the employ of Douglas County, including employees classified as deputies, lieutenants, juvenile officers, sergeants, excluding the sheriff, Chief Deputy, secretaries, casual and on-call, managerial, supervisory, confidential and temporary employees.

B. REPRESENTATION. The Union shall be the sole representative of all classifications of employees covered by this Agreement in collective bargaining with the Employer, and there shall be no discrimination against any employee because of non-union affiliation.

C. CHECK-OFF. The Employer agrees to deduct from the pay of all employees covered by this Agreement dues and initiation fees of the Local Union having jurisdiction over such employees, and agrees to remit to said Local Union all such deductions. Where laws require written authorization by the employees, the same is to be furnished in the form required. No deduction shall be made which is prohibited by applicable law. Check-off procedures and timing shall be worked out locally. If there is no agreement, the matter shall be referred to the grievance procedure.

D. AGENCY SHOP. The Employer agrees that it will deduct from the monthly earnings of all employees in the collective bargaining unit the monthly dues certified by the Union as the current dues uniformly required of all members, and pay said amount to the Treasurer of the Union on or before the end of the month in which such deduction was made.

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. As to new employees, such deduction shall be made from their first paycheck following the probationary period. The Employer will provide the Union with a list of employees from whom such deductions are made with each monthly remittance to the Union. The Union, as the exclusive representative of all the employees in the bargaining unit, will represent all such employees, union and non-union, fairly and equally, and all employees in the unit will 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 by-laws. No employee shall be denied Union membership because of race, creed, color or sex.

It is agreed that the foregoing paragraph of this Section D shall not become effective until the parties have reached agreement upon the affected classifications and employees therein, and have conformed to any requirements set forth by the Wisconsin Employment Relations Commission which affect implementation of the Fair Share agreement.

ARTICLE 2.

A. INDIVIDUAL AGREEMENT. The Employer agrees not to enter into any contract or agreement with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

B. JOB STEWARD. The Employer recognizes the right of the Union to designate a Job Steward or Job Committee to handle such Union business as may from time to time be delegated to the Job Steward or Job Committee by the Union.

C. JOINT MEETINGS. For time spent in joint Union-County collective bargaining or grievance meetings, one employee designated by the Union will be granted the time off to attend the meeting with no loss of pay, provided that it does not interfere with the orderly and efficient operation of the Department.

ARTICLE 3.

DISCIPLINE. The parties recognize the authority of the Employer to initiate disciplinary action against employees provided such disciplinary action is for just cause. An employee who has completed his/her probationary period shall be entitled to appeal any disciplinary action through the grievance and arbitration procedure. The parties agree that this provision regarding arbitration of disputes shall apply to the disciplinary action of sworn law enforcement officers and that, while the parties recognize that employees cannot waive statutory rights such as those provided by §59.26, Wisconsin Statutes, the parties agree that the arbitration procedure is preferred. The employee must notify the parties of the procedure she/he wishes to follow and recognizes and acknowledges that, whichever procedure is chosen, grievance arbitration or §59.26, the right to follow the other procedure is waived.

ARTICLE 4.

GRIEVANCE PROCEDURE

Section 1. A. Definition: A grievance is a difference which arises between the Employer and the Union as to the meaning and application of the provisions of this Agreement or as to any questions relating to wages, hours of work or other conditions of employment.

B. Time limits: All grievances shall be settled within the stated time limits, and any extension upon the time limits must be mutually agreed. The failure of the party to file or appeal the grievance in a timely fashion as provided in this Article shall be deemed a settlement and waiver of the grievance. The party who fails to receive a timely reply shall have the right to automatically proceed to the next step of the grievance procedure. Grievances shall be considered settled at the completion of any step in the procedure if all parties concerned are mutually satisfied. All time limits are stated in working days (Monday–Friday not including contractual holidays) unless stated specifically to the contrary. Should the immediate supervisor or department head not be available to receive a grievance, the union may present the grievance to Human Resources for purposes of recording receipt relative to these time limits.

Written Grievance: The 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 alleged violation took place, the specific section of the current labor contract alleged to have been violated and the signature of the grievant.

C. Union Representative: At all steps of the grievance procedure a grievant may be represented by one local representative (i.e. a County employee) and the Business Agent (i.e. a non-County employee).

Section 2. Step One: The Union shall within ten (10) working days of the event giving rise to the grievance present the facts in writing to their immediate supervisor. The immediate supervisor shall respond within ten (10) working days. Should the immediate supervisor be the Department Head, the grievance should be presented at step 2.

Step Two: The Union shall within ten (10) working days of the event giving rise to the grievance present the facts in writing to their Department Head. The Department Head shall respond within ten (10) working days.

Step Three: Should the Union feel that the reply of the Department Head is unsatisfactory, the Union may within ten (10) working days submit the facts in writing to the Human Resource Department representative.

The Human Resource Director or designee shall, with ten (10) working days, schedule a meeting between the Union representative and the Human Resource Director or designee to discuss the issue. The Human Resource Director or designee shall within ten (10) working days following the meeting reply in writing to the Union.

Step Four: If the issue remains unsettled, the union may, within ten (10) working days following the response of the Human Resource Director or designee, notify the Human Resource Director of the intent to appeal the matter to Arbitration. The Human Resource Director will, within ten

(10) working days if possible, schedule a meeting with the union at a mutually agreeable time to select an Arbitrator.

At the meeting the Arbitrator will be selected by the following processes: First the parties will attempt to select the Arbitrator by mutual agreement. Second, the parties will select or strike names from the panel of Arbitrators mutually selected by the parties within 60 calendar days of the effective date of the agreement. This panel should be reviewed by the parties annually to determine if changes are necessary or desired. Lastly, if necessary, the parties will petition WERC for a panel of (5) arbitrators in order to strike names for the selection.

Arbitration Costs: The cost of the filing fee and arbitrator shall be paid by both parties equally unless otherwise mandated by state statute. Each party shall be responsible for the costs it incurs through arbitration.

Role of Arbitrator: The Arbitrator shall not add to, subtract from, or vary the terms of this Agreement. All decisions must be rendered in accordance with the language of this Agreement. The decision of the Arbitrator shall be final and binding upon both parties.

ARTICLE 5.

VESTED RIGHT OF MANAGEMENT. The County possesses the sole right to operate the County Government and all management rights reside in it, subject only to the provisions of this Contract and applicable law, shall be vested exclusively in the Douglas County Board of Supervisors through its duly appointed Committees. The Department Head, through authority vested in him/her, by either the Douglas County Board or the State Statutes, shall have the right to exercise full control and discipline in the proper conduct of the Law Enforcement Department operation.

Management rights include:

- A) To direct all operations of the County.
- B) To hire, promote, schedule and assign employees to positions with the County.
- C) To determine the hour of employment and the length of the work week and to make changes in the detail of the employment of the various employees from time to time as it deems necessary for the efficient operation of the Law Enforcement Department.
- D) To suspend, demote, discharge and take other disciplinary action against employees for just cause.
- E) To relieve employees from their duties.
- F) To take whatever action is necessary to comply with State or Federal law.
- G) To introduce new or improved methods or facilities.
- H) To contract out for goods and services, however, no bargaining unit member would be laid off due to contracting out.
- I) To determine the methods, means and personnel by which County operations are to be conducted.
- J) To take whatever action is reasonably necessary to carry out the functions of the County in situations and emergency.
- K) To establish reasonable work rules and schedules of work.

L) To maintain efficiency of County operations.

The Union and the members agree to cooperate with the Board and/or its representatives in all respects to promote its efficient operation of the Law Enforcement Department.

The provisions of this Article are, however, subject to the rights of the employees as set forth in other Articles contained in this Agreement.

ARTICLE 6.

PAY PERIOD. All employees covered by this Agreement shall be paid bi-weekly as long as the County of Douglas retains functioning computer division and all employee units go to a bi-weekly pay period. All employees shall be paid at the end of their working period, provided that a responsible person is on duty and in no event later than twenty-four (24) hours after the work period. The Union and the Employer may by mutual agreement provide for semi-monthly or bi-weekly pay periods. Each employee shall be provided with a statement of gross earnings and an itemized statement of all deductions made for any purpose. Direct deposit for all employees required.

ARTICLE 7.

BONDS AND PREMIUMS. Should the Employer require any employee to give bond, cash bond shall not be compulsory, and any premium involved shall be paid by the Employer. The primary obligation to procure the bond shall be on the Employer.

ARTICLE 8.

PHYSICAL EXAMINATION. Section 1. Physical, mental or other examinations required by a government body or the Employer shall be promptly complied with by all employees, provided, however, the Employer shall pay for all such examinations. Examinations are to be taken at the employee's home terminal and are not to exceed one (1) in any one (1) year, unless the employee has suffered serious injury or illness during the year. Employees will be required to take examinations during their working hours and receive compensation for all hours spent during such examination. The Employer reserves the right to select its own medical examiner or physician, and the Union may, if it believes an injustice has been done an employee, have said employee re-examined at the Union's expense.

Section 2. Should the Employer find it necessary to require such employees to carry or record full personal identification, such requirement shall be complied with by the employees. The cost of such personal identification shall be borne by the Employer.

ARTICLE 9.

CONDITIONS OF EMPLOYMENT. The Employer agrees to bargain the impact of any changes in the conditions of employment relating to wages, hours of work, overtime differential, vacation and other benefits in effect at the time of the signing of this Agreement.

ARTICLE 10.

GRANTING TIME OFF. Section 1. Absence. The Employer agrees to grant the necessary and reasonable time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business, provided forty-eight (48) hours' written notice is given to the Employer by the Union, specifying length of time off. The Union agrees that in making its request for time off for Union activities, due considerations shall be given to the number of employees affected in order that there shall be no disruption of the Employer's operations due to lack of available employees.

ARTICLE 11.

SAFETY EQUIPMENT. No employee shall be required to drive a vehicle that does not comply with all state and city safety regulations.

ARTICLE 12.

COMPENSATION/FOOD AND LODGING. All employees, because of their duties, when asked to remain away from their home portals, shall receive food and lodging during their absence, in addition to the regularly hourly wages.

ARTICLE 13.

WORKER'S COMPENSATION. Section 1. The Employer agrees that for employees serving as deputies that were hired after 1/1/03, in the event that any employee is disabled and thereby prevented from performing his/her usual duties for Douglas County as a result of an injury or occurrence arising out of the employee's duties, the employee shall continue to be paid his/her full salary for a period not to exceed ninety (90) calendar days from the date of such injury or disability; provided, however, that the employee has at least one (1) year of departmental seniority. For eligible employees, absence from work for up to ninety (90) calendar days shall not be charged against accrued sick leave.

Section 2. If the employee is eligible for the above full salary (e.g. based on previous 52 weeks of earned wages and according to the State Worker's Compensation formula) for one (1) year and receives an additional payment for Worker's Compensation, the full salary amount (per the above section 1) shall be reduced by the amount of Worker's Compensation payment.

Section 3. An employee may be required to present evidence satisfactory to the Employer of inability to work due to illness or accident.

Section 4. An injured employee with less than one (1) year of department seniority; or an injured employee hired before 1/1/03 who exceeds one (1) year of disability or an injured employee hired after 1/1/03 with one year of department seniority who exceeds ninety (90) calendar days of disability shall have the choice of one of the following methods of payment while on Worker's Compensation:

- (a) shall receive their Worker's Compensation payment only; or,
- (b) shall receive their Worker's Compensation payment and upon request shall be issued a supplemental check for an amount totaling the employee's normal full wages. This supplemental payment shall be charged against the employee's accumulated sick leave and shall be paid only to the extent of eligible sick leave.

Section 5. The County agrees to pay the County's share of health insurance while an employee is on Worker's Compensation for a period of up to eighteen (18) months from the date of injury.

ARTICLE 14.

LOSS OR DAMAGE. Employees shall not be charged for loss or damage of department-issued equipment, unless clear proof of negligence is shown. Employees who sustain essential equipment damage in the line of duty shall be reimbursed at a reasonable replacement cost upon approval by the Law Enforcement Committee.

ARTICLE 15.

EMPLOYMENT STATUS. Section 1. A regular employee is hereby defined as a person hired to fill a permanent position as follows:

- (a) Full-time with full employment annually.
- (b) Part-time with less than full employment annually who is permanently scheduled and works less than the basic work week and who will accumulate seniority and benefits based on hours actually worked.

Section 2. A temporary employee is a person hired for a period of time not to exceed six (6) calendar months, and who shall be separated from the payroll at the end of such period. At the time of hiring, temporary employees will be notified that their employment is temporary and that they shall accrue no rights under this Agreement.

ARTICLE 16.

COUNTY RESIDENCY: Section 1. All deputy sheriff employees shall be a resident of the State of Wisconsin at the time of appointment AND shall be required to establish and maintain residency in Douglas County. Residency in Douglas County is a condition of employment. Any person hired shall have six (6) months after the completion of the probationary period to establish and maintain residency in Douglas County, or employment shall be terminated. There will be no waiver of the State of Wisconsin or Douglas County residency requirement.

PROBATIONARY PERIOD. Section 2. All newly-hired employees shall serve a one (1) year probationary period of continuous service, exclusive of time spent in law enforcement schooling. During such probationary period they shall not attain any seniority rights and shall be subject to dismissal for any reason without recourse to the grievance procedure.

Section 3. Upon completion of the probationary period, the employee shall be granted seniority rights from the employee's most recent date of hire.

Section 4. From the date of hire the eligible employee will accrue the following fringe benefits; vacation, sick time, and personal leave days; and upon completion of the first six months of the probationary period the employee will be entitled to use vacation and sick leave benefits. Personal leave days may be taken, with the approval of the department, during the first six months of employment. An employee who does not successfully complete probation, will be required to repay personal leave days used in the first year.

In addition, regular full-time or part-time employees hired to work 600 hours or more per year will be enrolled in the WI Retirement System. Health Insurance is available to employees who are hired to work 30 hours per week after they complete 30 days of service.

ARTICLE 17.

SENIORITY. Section 1. The seniority of all employees covered by the terms of this Agreement shall begin with the employee's starting date of employment, provided, however, that no time prior to a discharge or quit shall be included. The employees' seniority shall not be diminished by temporary lay-off due to lack of work, shortage of funds or any other contingency beyond the control of either party to this Agreement.

Section 2. Regular full-time employees shall be deemed to have greater seniority than regular part-time employees. Regular part-time employees shall earn seniority based on date of hire as a regular full-time employee. The Parties agree to maintain two (2) seniority lists, one (1) for regular full-time and one (1) for regular part-time employees.

Section 3. The seniority list shall be posted and kept up-to-date by the Employer. A copy of the up-to-date list shall be made available to the Secretary of the Association. Said seniority list shall contain the name and starting date of each employee. Said seniority list should also include the seniority date for fringe benefit purposes, only if different from the starting date. Regular part-time employees shall be carried on the bottom of the list in proper sequence and the list shall so state that they are regular part-time.

Section 4. During a leave of absence, including worker's compensation, seniority shall continue to accrue. During unpaid leave of absence seniority, vacation, sick leave, holidays and personal leave days, do not accrue, except as in Family Medical Leave and unpaid suspensions of less than 30 days; [in those situations] the employee won't lose seniority, but will not accrue fringe benefits.

Section 5. Loss of Seniority: Seniority and the employment relationship shall be broken and terminated if an employee:

1. quits or retires:
2. is discharged for just cause:

3. is absent from work for three (3) consecutive regularly scheduled working days without notification to and approval by the employer, unless unable to notify for physical or other reasonable excuse: any dispute shall be subject to the grievance procedure.
4. fails to report to work within three (3) calendar days after having been recalled from layoff:
5. fails to report for work at the termination of a leave of absence: the employee shall be notified of the end of his/her leave of absence via certified mail: it shall be the employee's obligation to notify the Employer of his/her current address while on a leave of absence.
6. if an employee on leave of absence for personal or health reasons accepts other law enforcement-related employment with out permission:
7. is on layoff status for twenty-four (24) months.

Section 6. Work sheets will be four (4) months' duration with starting days as follows: 1st Sunday in January, 1st Sunday in May, 1st Sunday in September. Work sheets as prepared by the Employer will be posted by the Union on a bulletin board for job selection no later than thirty (30) days prior to the starting date of that work sheet.

Officers will select their work assignments on a seniority basis with seniority in rank prevailing. An officer having made his/her job selection will be allowed to remain in that position for the duration of the work sheet.

Section 7. Regular employees within the patrol division of the bargaining unit, within classification shall have the option of switching shifts or days off for regular employees who are off one (1) regular work week or more, provided all shifts within the period require replacement. If no one within the classification wants to perform the work, bargaining unit members outside the classification may perform the work if authorized and approved by the Sheriff. When the employer authorizes a replacement for a vacant shift within the bargaining unit, in all circumstances, all regular full-time employees who are in the bargaining unit will be called by seniority and given the opportunity to work the vacant shift.

If an employee does not wish to be called for vacant shifts, he/she shall leave their request in writing, with their immediate supervisor of their desire not to be called for shift vacancies. Employees on leave of absence or on workers' compensation will not be called as replacements for vacant shifts.

In emergency situations, the filling of vacant shifts by seniority within the bargaining unit may be bypassed by the order of the Sheriff or designee. Any employee, bargaining unit member or otherwise, who is physically proximate to the work site and immediately available for work, may be ordered to fill the vacant shift created by the emergency.

This section applies to shifts which become vacant within three (3) days of needing replacement and is not intended to circumvent an employee's right to bump by seniority up until forty-eight (48) consecutive hours before the commencement of the shift requiring replacement.

Section 8. The Sheriff may appoint a qualified temporary employee as defined in Article 15, Section 2 to fill temporary vacancies that are expected to exceed ten continuous calendar days, or more, for those occasions involving vacancies created by leaves of absence, workers' compensation, and light duty. These appointments shall not exceed 180 continuous calendar days.

Section 9. For current Douglas County employees, prior continuous service for benefit purposes only (e.g. sick leave, vacation, personal leave days, longevity) shall be transferable to this agreement.

Section 10. Rotating Investigator assignment: The County may establish an investigator position to be filled on a rotating basis per the following criteria:

1. This special assignment will be on a rotating basis for a period of two calendar years, based on seniority starting with the most senior Deputy, and commencing on the January bump sheet in 2003.
2. This special assignment shall have a four (4) month trial period with an evaluation after sixty (60) and ninety (90) days. After ninety (90) days, the employee will be notified if he or she has successfully completed the trial period.
3. The person assigned to this special investigator position shall complete the basic investigator training at the first opportunity.
4. The rate of pay shall be at the Detective rate of pay.
5. Only Deputies who have at least thirty (30) months of service with the County as a Deputy will be allowed to participate in the rotation. Sergeants and Lieutenants will not be allowed to participate in the rotation of this special assignment.

Section 11. An employee who leaves the bargaining unit, but whose employment continues with the Douglas County Sheriff's Department, shall have seniority frozen at the point he/she left the bargaining unit. Except that an employee who returns to the bargaining unit within one (1) calendar year shall continue to accumulate seniority during the period out of the unit.

ARTICLE 18.

LAYOFF. Whenever the County decides to reduce the number of employees, all temporary employees will be laid off prior to reducing the regular work force. Employees volunteering for layoff will also be considered before reducing the regular work force. Regular part-time employees shall be laid off prior to regular full-time employees, if the remaining employees are capable of performing the work available. Regular full-time employees shall be laid off in inverse order of county-wide seniority, within the classification of deputy.

Recall shall be in inverse order of layoff, within classification, for a period of up to twenty-four (24) months from the date of layoff.

ARTICLE 19.

PROMOTIONS. Section 1. In making promotions the Sheriff will comply with the provisions of the Civil Service ordinance for establishing the eligible list and will appoint from any of the top three candidates certified for consideration by the Civil Service Commission.

Section 2. All job vacancies or new positions shall be posted on the bulletin board ten (10) days prior to filling said vacancy or new position so that each interested employee may have an opportunity to apply. Such notice shall state the prerequisites for the position to be filled and said prerequisites shall be consistent with the requirements of the job. Employees shall apply for the vacancy or new position in writing, and only those applicants who meet the prerequisites will be considered.

Section 3. The successful applicant shall have a ninety (90) day trial period in which to demonstrate his/her ability to perform the job. If during said period the employer considered the employee unqualified, the employee shall be returned to his/her former position without loss of seniority rights.

Section 4. The Employer may make immediate temporary assignments to fill any vacancy or new position while the job posting procedures are being carried out.

Section 5. All grievances in connection with the filling of a bargaining unit vacancies or newly created union positions shall be referred to the proper step of the grievance procedure of this Agreement.

Section 6. The provisions of this Article are, however, subject to the rights of the employees as set forth in other Articles contained in this Agreement.

ARTICLE 20.

SEPARABILITY AND SAVINGS CLAUSE. If any Article or Section of this contract or of any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and of any rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement, pertaining to the same subject matter for such Article or Section during the period of invalidity or restraint.

ARTICLE 21.

VACATIONS. Section 1. Vacation Accrual. Full-time employees shall accrue vacation credit for each month of service in which the employee is actively employed and in paid status.

Probationary employees, shall earn but not be allowed to take vacation during their first six months of service.

Vacation credits will be earned according to the following schedule:

Service length	Monthly credit	Annual Days
1-72 months	6.67 hours	10 days
73-132 months	10.00 hours	15 days
133-192 months	13.34 hours	20 days
193 + months	16.67 hours	25 days

Section 2. Seniority as provided for in this contract shall prevail in selecting vacation periods. Arrangements for dates and times of vacation shall be made between the Sheriff or the Sheriff's designee, and the employee.

- (a) All vacations earned must be taken by employees and no employee shall be entitled to vacation pay in lieu of vacation, except where agreed to by the Employer.
- (b) An employee who has quit or been laid off shall receive their prorated vacation, provided they have worked their first full year with the Employer.
- (c) Should the requested vacation time interfere with the operation, the Sheriff or the Sheriff's designee and the employee will arrange vacation nearest to the desired time expressed by the employee, that will not interfere with the operation.
- (d) An employee, upon giving reasonable notice of not less than two (2) weeks to the Sheriff or the Sheriff's designee, shall be given his/her vacation.

Vacation will be scheduled according to the following conditions:

- 1. Vacation shall be selected by seniority.
- 2. By March 31st, of each calendar year, employees shall select a minimum of two (2) calendar weeks of accumulated vacation. If an employee has only two (2) weeks or three (3) weeks of vacation, he/she must select one (1) week of vacation.
- 3. All other vacation can be used in blocks of one (1) day or more with minimum of twenty-four (24) hour notice. In case of conflict, seniority shall prevail.
- 4. Only one Deputy shall be allowed off per shift. This shall include Sergeants.

5. Specialized positions of Detective Sergeant, Detectives, Juvenile Specialist, Courthouse Security Deputy and Process Server shall select vacation separate from the patrol division.
6. A maximum of forty (40) hours of vacation may be carried over to the next calendar year, but it must be used by March 31st.
7. Vacation shall be posted not before January 1st, but not later than January 15th of the calendar year, by the Sheriff or designee.

ARTICLE 22.

HEALTH AND WELFARE. The employer shall contribute on behalf of all eligible employees working thirty (30) hours or more per week an amount equal to eighty-eight (88%) per month towards the cost of a single, an employee plus one or a family plan for health and dental insurance coverage.

Employees will be eligible for coverage under the County's health insurance plan after 30 days of regular employment.

Health insurance coverage shall end upon termination on the last day of the calendar month in which the individual is employed. Under state law and the Federal Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) and subsequent amendments to the Act, employees covered under an employer's group health care plan are eligible for continuation of health care coverage under the group plan upon the employee's retirement, termination or reduction in hours. The retired employee must pay Douglas County on or before the 15th of the month for the succeeding month's health insurance to retain eligibility to participate in the County's health insurance plan.

Upon termination of the County Health insurance coverage the retiree may elect to purchase Medicare supplement insurance offered through the County by paying 100% of the premium.

The parties agree that an Insurance Benefit committee which was established in 1998 to study health insurance will continue to meet on an as needed basis. The study committee shall include representatives of all bargaining units as well as non-represented employees. Savings resulting from implementation of the study committee's recommendations shall be shared with the employees on a win-win basis.

ARTICLE 23.

LIFE INSURANCE. Section 1. The Employer agrees to pay the premium of the Wisconsin Group Basic Life Insurance Policy for all eligible employees. Additional coverage for up to five (5) times the employee's annual wage will be available for purchase by the employee through the Wisconsin Group Life Insurance Policy based upon individual eligibility to be paid at the employee's expense.

Section 2. The County shall provide a flexible benefit plan as outlined in the summary plan description. This flexible benefit plan is subject to change and the County reserves the right to change plan administrators.

ARTICLE 24.

RETIREMENT. Douglas County agrees to contribute to the Wisconsin Retirement Fund the Employer's contribution in full.

Pursuant to Act 10 as amended by 2011 Act 32, employees hired on or after July 1, 2011, shall be required to contribute toward the Wisconsin Retirement System ("WRS") an amount equal to one-half of the actuarially required contributions for a general participant as determined by the Employee Trust Funds Board

For employees hired prior to July 1, 2011, effective the first pay period in July 2014 all employees shall contribute 2% of their gross income toward the Wisconsin Retirement System fund.

For employees hired prior to July 1, 2011, effective January 1, 2015 all employees shall contribute 4.5% of their gross income toward the Wisconsin Retirement System fund.

Effective January 1, 2016 all employees shall contribute the full amount of the employee share towards the Wisconsin Retirement System fund as defined by the Department of Employee Trust Funds.

ARTICLE 25.

Section 1. HOLIDAYS.

Effective with the ratification of this contract, regular employees shall be paid for 8 and ½ - 8 hour holidays in their base rate. Effective January 1, 2004 employees will be paid for an additional two (2) holidays in their base rate totaling 10 ½ - 8 hour holidays.

Employees working on the following ten and one-half (10½) holidays, will be compensated as provided for under Article 27.2. The Spring Holiday shall be the Friday before Easter of each year.

½ day New Year's Eve	Labor Day
New Year's Day	Veterans' Day
President's Day	Thanksgiving Day
Memorial Day	Christmas Eve Day
Fourth of July	Christmas Day
Spring Holiday	

Section 2. PERSONAL LEAVE DAYS. Each employee shall receive three (3) days per calendar year personal leave time non-accumulative. Upon resignation, personal days shall be prorated based on one (1) personal day for each four (4) months worked. The employee will be required to pay back any personal day taken, but not earned.

Personal leave day request must be made with a minimum 24-hour notice to the Sheriff or designee. In case of a bona fide emergency, at the sole discretion of the Sheriff, the 24-hour notice may be waived.

Creation of overtime will not be a reason for rejection of personal leave day request. Time off requests are subject to the vacation scheduling policy in Article 21.

Personal leave day requests shall not be subject to seniority bumping within classification within 30 calendar days of the requested days of the requested leave day off.

ARTICLE 26.

REST PERIOD.

- (a) There shall be a ten (10) minute rest period once midway of the first half of the work shift and once in the midway of the second half of the work shift.
- (b) An employee shall be entitled to an eight (8) hour rest period in any given twenty-four (24) hours. When an employee works a sixteen (16) hour shift either by scheduling or by being required to attend school and is required to work beyond sixteen (16) hours, the employee shall be entitled to eight (8) hours rest period before returning to his/her next assigned shift.

It shall be the responsibility of management to schedule any relief for the officer during the rest period. This is meant to ensure adequate rest for the employee for safety purposes.

ARTICLE 27.

WEEKLY HOURS AND OVERTIME RATES. Section 1. The Employer agrees to guarantee five (5) standard consecutive days of work and each standard day shall be eight (8) consecutive hours per day and each standard work week shall be forty (40) hours per week.

Definitions: A day shall be defined as a twenty-four (24) hour consecutive period commencing at 12:00 a.m. (midnight) and after twenty-four consecutive hours, ending at the succeeding 12:00 a.m. (midnight). A week shall be defined as seven (7) consecutive days, commencing at 12:01 a.m. on Sunday and ending at 11:59 p.m. on Saturday. If an employee's regularly scheduled shift commences at any time during a twenty-four (24) hour period, all hours worked for compensation purposes shall be considered to have been worked in the twenty-four (24) hour period the regular work shift commenced. All hours worked contiguous to a regularly scheduled shift shall be considered as overtime.

Section 2. All employees eligible for holiday pay and who work the holiday, shall be compensated at time and one-half (1½) their regular rate of pay.

Section 3. Overtime pay at the rate of one and one-half (1½) times the regular rate of pay shall be paid as follows:

- (a) Hours worked over eight (8) hours per day;
- (b) Hours worked in excess of forty (40) hours in any one (1) week, Sunday through Saturday.
- (c) Overtime work will be paid for at one and one-half (1½) times the regular rate of pay. Time absent from work (e.g. sick leave, vacations, personal leave days, funeral leave, compensatory time) will not be considered hours worked for overtime purposes.

For employees hired before June 26, 2003, with an exception of thirty-two (32) hours of compensatory time earned per calendar year, all compensatory time earned in the calendar year shall not be carried over into the following calendar year. Consequently, at the beginning of each new calendar year, an employee's total balance of compensatory time may not increase by more than thirty-two (32) hours. Compensatory time off shall be taken with the approval of the Employer. No employee hired before the ratification of this agreement shall accumulate more than a gross total of three hundred thirty (330) hours. All hours in excess of three hundred thirty (330) shall be paid in the calendar year earned.

All compensatory time shall be tracked in hours and shall be paid out at the wage rate in effect at the time of the payment.

Employees hired on or after June 26, 2003 will be limited to a total of 120 hours of compensatory time earned in a year which if not used within the year will be paid off at year end.

WAGES AND CLASSIFICATIONS. Section 4. Whenever an employee works in a classification higher than the employee's regular position and is assigned the responsible duties of that position by the Sheriff, the employee shall be compensated for all time worked in that classification at the then current rate for that classification.

Section 5. CALL-OUTS. Employees when called to work on holidays, or any other unscheduled day, shall be paid the applicable rate of pay for such day for the work performed, but in no case shall they receive less than four (4) hours' pay at a time and a half. This minimum call in pay does not apply when ordered in less than two (2) hours prior to an employee's regularly assigned shift. Hours worked in excess of eight (8) hours per day shall be compensated pursuant to Article 27 Section 3.

Section 6. Detective "On Call"

1. Effective, January 1, 2007 there shall be rotated weekly among the detectives for being "on-call" status for one work week. The term "on-call" shall mean that the detective, during the period of on-call duty, shall maintain a response time of not more than 45 minutes. On-call detectives shall maintain themselves in a fit for duty condition while on "on-call" status.
2. Detectives on "on-call" status shall be paid an additional \$100.00 for each completed on-call week. If the detective is called out during his/her on-call week, additional compensation found in Article 27, Section 5 of the collective bargaining agreement in force and effect shall be followed.

3. An "on-call" week shall be defined to start on the Friday at 4:00 pm and end on Friday at 3:59 pm, the cycle shall then repeat itself.
4. Detectives shall select their "on-call" weeks in order of bargaining unit seniority, ~~and~~ For purposes of selection and seniority, the detective sergeant shall be included in the rotation roster.
5. Detectives can trade "on-call" assignments, on either a daily or weekly basis, within the collective bargaining unit classification of detective upon notice to the sheriff or designee. For purposes of trading of on-call assignments, shall include the detective sergeant classification.

Section 7. Evidence Technician "On Call"

1. Effective, January 1, 2007, there shall be rotated weekly among the evidence technicians the duty of being "on-call" for the week. The term "on-call" shall mean that the evidence technician, during the period of "on-call" duty, shall maintain a response time of not more than 45 minutes. "On-call" evidence technicians shall maintain themselves in a fit for duty condition during their week of assigned "on-call."
2. A week of "on-call" shall be defined to start on Sunday @ 12:01 am and end on Saturday at 11:59 pm, then the cycle shall repeat itself as to the definition of an "on-call" week.
3. Evidence technicians shall receive \$50.00 per week while on "on-call status."
4. Each evidence technician shall select their "on-call" week in order of bargaining unit seniority. After all evidence technicians have selected their "on-call" week, the cycle shall repeat itself.
5. Evidence technicians may trade "on-call" status with other qualified evidence technicians within the collective bargaining unit on a weekly or any part thereof, upon notification to the sheriff or designee.

Section 8. COURT DUTY. Where employees are expected to appear in court on off duty time, they shall receive a guarantee of three (3) hours at the straight time rate and straight time pay for actual hours thereafter. Where court has been adjourned or rescheduled and no notification has been received by the employee within twenty-four (24) hours of the scheduled court appearance, the employees shall be entitled to a minimum of three (3) hours straight time pay.

ARTICLE 28.

WORK GUARANTEE. Section 1. All regular part-time employees shall have the daily guarantee but shall not be entitled to the weekly guarantee.

Section 2. Regular part-time employees who work twenty (20) or more hours per week, will be entitled to pro-rata fringe benefits (vacation, holidays, sick leave and personal days). For computation purposes, hours worked in the previous calendar year shall be used in determining an employee's eligibility for pro-rata benefits.

ARTICLE 29.

Section 1. Accrued sick leave. Full-time regular employees are credited with one (1) day of sick leave for each completed month of employment up to a maximum of 120 days. This credit may be used for absences resulting from sickness or non-work related injuries or for substitution for certain circumstances which fall under the Family Medical Leave. Credits do not accumulate when an employee is on an unpaid leave of absence.

Effective 1/1/06, employees who have reached the 120 day sick leave cap shall be allowed to bank any additional earned sick days while they remain at the 120 day cap, at the value of 50% of their current base rate, excluding longevity times the number of hours accrued above the cap into the ICMA VantageCare Plan.

Definitions: Sick leave is defined as any absence for personal illness or the illness of an immediate family member on any one occasion.

- a. There shall be no waiting period for the use of sick leave. Employees may be granted absences with pay up to the extent of the accumulated unused paid days of absence and without pay for the continuance of the disability. This type of leave includes, but is not restricted to, illness or disability caused by pregnancy, childbirth, or other medical conditions.
- b. Employees shall have the option to use occasional sick leave for absences due to illness in the immediate family of the employee where attendance of the employee is necessary. For this purpose, immediate family shall be defined as parents, spouse, children, step-children, step-parents, grandparents, and minor wards of the employee.
- c. An employee may be required to present a statement from the treating physician in order to qualify for an absence longer than three (3) consecutive working days.
- d. The County may require from the employee's physician certification of an employee's continuing illness or disability, on a periodic basis.
- e. Extension of an initial leave of absence may be requested but will require Administration Committee approval.

Section 2. Family and Medical Leave. The County will comply with FMLA provisions issued by State of Wisconsin and Federal laws. The County will in good faith keep the union informed of changes in the law.

Group Health Insurance. Health insurance benefits will continue to be paid for the duration of the paid leave of absence and while the employee is covered by the Family/Medical Leave. Employees must make any co-payments required for this coverage.

When the employee is on an unpaid leave of absence and is no longer covered by the Family/Medical Leave, the employee is responsible for the full cost of his/her health insurance premium.

Section 3. Personal Leave of Absence. A personal leave of absence is defined as an authorized absence from work that is not covered by paid sick leave, vacation, holidays or any other reasons provided for in the contract. Any employee desiring a leave of absence from his employment shall secure written permission from both the Local Union and Employer.

- a. Personal leaves are without pay and should not exceed sixty (60) calendar days in any one (1) year. Requests will be considered individually based on the following: the reasons for the request, demands of the job, needs of the department, as well as the employee's work record and length of service. Requests should be made in advance and all arrangements must be approved by the employee's department head and Personnel Committee.
- b. During the period of absence, the employee shall not engage in gainful employment. Failure to comply with this provision shall result in discipline.

Section 4. Seniority/Fringe Benefits. During an authorized leave of absence, seniority shall continue to accrue. The fringe benefits not earned are vacation, sick leave and personal leave days.

ARTICLE 30.

BEREAVEMENT LEAVE. Section 1. In the event of a death in the immediate family of a regular, full-time employee who has been employed at least ninety (90) days, such employee may be granted a leave of absence with pay for a period of up to three (3) days. Members of the immediate family shall include wife, husband, child, mother, father, mother-in-law, father-in-law, brother and sister, grandmother, grandfather, step-parents, step-child, aunt and uncle. In-laws shall be limited to current marital status.

Section 2. When a regular full-time employee is requested to serve as pallbearer at a funeral, they may be granted time off with pay for a period not to exceed one (1) day.

ARTICLE 31.

TRAINING Where an employee is expected to attend classes in Law Enforcement, said employee shall be compensated at the regular straight time rate of pay for all training hours. This Article is drafted to compensate an employee who attends training on his/her off days or off-duty time and shall be considered time worked for overtime purposes only as required by applicable law or for Training and Standards state certification.

Employees, when required to attend job-related training away from their usual work place (i.e. outside of a 50-mile radius from the courthouse), shall receive food and lodging during such absence in addition to the regular hourly wage. The employee shall be paid for these expenses in accordance with County policy.

ARTICLE 32.

JURY DUTY. An employee who is absent because of jury duty, summons or subpoena to serve as a witness will be paid for such absence, providing the employee returns any compensation received for such duty (less expenses) to the County. In the event an employee is excused from jury duty, they shall be expected to return to work as soon as possible.

ARTICLE 33.

CONVERSION OF UNUSED SICK LEAVE UPON RETIREMENT:

Upon retirement under the WRS system with eligibility determined by WRS or forced retirement due to disability or death of an employee, the employee or his estate shall have deposited on their behalf in the ICMA Vantage Care Plan, the value of the employee's unused sick leave, not to exceed 120 days.

ARTICLE 34.

EDUCATIONAL CREDITS. Educational credit allowance shall be paid for those deputies working towards, and those who have attained, an associate degree. The following hourly incentive rates shall be paid upon completion of the following number of credits:

<u>Credits</u>	<u>Amount</u>
75 – 89 credits	\$.26/hour
90 – 104 credits	\$.32/hour
105 – 119 credits	\$.38/hour
120 + credits	\$.43/hour

To be eligible for educational credits those credits must meet the following standards:

1. A minimum of a C grade or P, if the course is rated on a pass/fail system, may be submitted for eligibility.
2. University system credits, vocational/technical institution credits or combination thereof that are creditable towards an associate or baccalaureate degree are eligible.

ARTICLE 35.

CLOTHING ALLOWANCE. Section 1. All regular full-time deputies shall be entitled to a clothing allowance of three hundred fifty dollars (\$350) in the year 2008, three hundred seventy five dollars (\$375) in the year 2009, and four hundred dollars (\$400) in the year 2010. In the year 2004, \$150.00 of the uniform allowance was rolled into the base.

Section 2. All regular part-time employees who worked one thousand forty (1040) hours or more in the previous calendar year shall be entitled to a clothing allowance of one hundred and fifty dollars (\$150.00) per year.

ARTICLE 36.

LONGEVITY.

Effective January 1, 1980, each employee shall be entitled to longevity according to the following schedule. Longevity amount shall be added to the base rate of the employee.

- \$0.0577/per hour after five (5) years of service
- \$0.1154/per hour after ten (10) years of service
- \$0.1442/per hour after fifteen (15) years of service
- \$0.1731/per hour after twenty (20) years of service

ARTICLE 37.

SHIFT DIFFERENTIAL. Employees shall receive the following shift differentials when their shifts commence after the start time listed:

<u>Start Time</u>	<u>Shift Differential</u>
(a) 12:00 noon shift	\$.20 cents per hour
(b) 6:00 p.m. shift	\$.25 cents per hour
(c) 10:00 p.m. shift	\$.30 cents per hour

ARTICLE 38.

MILITARY LEAVE. Military leave will be granted to employees who are in active or inactive service status and are required to attend training for up to a two (2) week period per year. The County shall pay the difference between the military pay and the employee's normal wage for that period of time.

ARTICLE 39.

EXPIRATION DATE. Section 1. This Agreement shall be effective from the 1st day of January, 2014 and shall continue in full force and effect up to and including the 31st day of December, 2016, and shall automatically renew itself thereafter, until and unless either party at least sixty (60) days before the 31st day of December, 2016 notifies the other party in writing that it desires to terminate or modify the Agreement. If the notice given is one expressing an election to terminate the Agreement, it shall then expire on December 31, 2016. If the notice is one of modification, the parties shall then begin negotiations on the proposed modifications, as

soon as possible after such notice has been given. During the period of negotiations on the modifications, the terms and conditions of the Agreement on which there was no request for modification shall remain in full force and effect.

Section 2. This contract may be opened by either party by giving to the other party sixty (60) days notice prior to December 31, 2016. Such notice may be delivered personally or by registered mail, and if by mail, the notice must be received sixty (60) days prior to December 31, 2016.

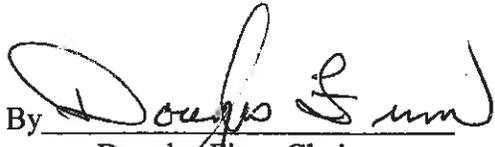
Section 3. Any revisions agreed to or ordered as a result of such reopening shall be effective as of January 1, 2014. The effective date of all other benefits and change in terms and conditions of the contract shall be effective pursuant to the date negotiated. The respective parties shall be permitted all legal or economic recourse to support their request for such revisions if the parties fail to agree thereon.

Section 4. In the event of an inadvertent failure by either party to give the notice set forth in Sections 1 and 2 of this Article, such party may give such notice at any time prior to the termination or automatic renewal date of this Agreement. If a notice is given in accordance with the provisions of this Section, the expiration date of this Agreement shall be the sixty-first (61st) day following such notice.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 31st day of March, 2014

DOUGLAS COUNTY

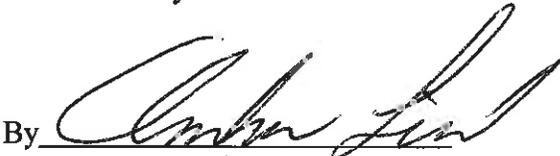
LAW ENFORCEMENT EMPLOYEE
RELATIONS DIVISION/WISCONSIN
PROFESSIONAL POLICE ASSOCIATION
NO. 41

By 
Douglas Finn, Chairman
Douglas County Board of Supervisor

By 
Gary Gravesen
WPPA/LEER Representative

By 
Sue Sandvick
County Clerk

By 
WPPA/LEER Representative

By 
Andrew Lisak
Administrator

Union Ratified: February 19, 2014
Administrative Committee approval: March 6, 2014
County Board approval: March 20, 2014; Resolution #15-14

Appendix A
Wage Scale

Effective First Payroll July, 2014 - 2%

Job Class	Start 75%	6 Months 80%	12 Months 85%	18 Months 90%	24 Months 95%	30 Months Top step
Sergeant	19.65	20.96	22.27	23.58	24.89	26.20
Detective	19.38	20.67	21.96	23.25	24.54	25.84
Deputy	18.72	19.97	21.22	22.46	23.71	24.96

Effective January 1, 2015 - 4%

Job Class	Start 75%	6 Months 80%	12 Months 85%	18 Months 90%	24 Months 95%	30 Months Top step
Sergeant	20.44	21.80	23.16	24.53	25.89	27.25
Detective	20.15	21.50	22.84	24.18	25.53	26.87
Deputy	19.47	20.77	22.06	23.36	24.66	25.96

Effective January 1, 2016 - 4%

Job Class	Start 75%	6 Months 80%	12 Months 85%	18 Months 90%	24 Months 95%	30 Months Top step
Sergeant	21.26	22.67	24.09	25.51	26.92	28.34
Detective	20.96	22.36	23.75	25.15	26.55	27.94
Deputy	20.25	21.60	22.95	24.30	25.65	27.00

Rounding difference may occur between this Excel program and the JD Edwards Payroll program. JD Edwards will be the formal record.

- (1) Assignment to the Investigations Unit as a Detective or as the Investigations Sergeant, is through a collateral assignment, with the duration of this assignment to be defined by the Sheriff.
- (2) Increases are applied to the top step of the wage scale at the proposed rate and the lower steps at are calculated 95%, 90%, 85%, 80% and 75% of the top step

EDUCATIONAL CREDITS: (See Article 34 for criteria)

<u>Credits</u>	<u>Amount</u>
75 – 89 credits	\$.26/hour
90 – 104 credits	\$.32/hour
105 – 119 credits	\$.38/hour
120 + credits	\$.43/hour

SHIFT DIFFERENTIAL: When shifts commence after the start time listed: (See Article 37)

<u>Start Time Shift Differential</u>		
(a)	12:00 noon shift	\$.20 cents per hour
(b)	6:00 p.m. shift	\$.25 cents per hour
(c)	10:00 p.m. shift	\$.30 cents per hour

Effective January 1, 2003, employees performing FTO duties or acting as a Certified instructor shall receive an additional \$1.00 per hour while performing those duties.

Appendix B

Selection of Arbitrator

WPPA Local 41 and Douglas County enter into this agreement to use the following arbitrators as the list of five (5) qualified WERC arbitrators, as defined in Article 4 of the WPPA Local 41 2008-2010 Working Agreement. This list of arbitrators will remain in effect until another list has been mutually agreed to.

William C. Houlihan

Raleigh Jones

Lauri A. Millot

FOR DOUGLAS COUNTY

By _____
Administrator
Andrew Lisak

By _____
Douglas County Sheriff
Tom Dalbec

FOR WPPA LOCAL 41

By _____
WPPA Local #41 Representative

By _____
WPPA Local #41 Representative

Retained for 2014-2016

County Board approval: March 20, 2014; Resolution #15-14

Douglas County Deputy Sheriff's Association, Local 41
Twelve-Hour Shift
Side Letter Agreement

After a one-year trial period, members of Douglas County Deputy Sheriff's Association, Local 41 of the WPPA, and Douglas County agree to the following for an alternate work schedule as an option for the period of the working agreement through December 31, 2007.

1. The Douglas County Sheriff's Department Patrol Division, including Deputies assigned to patrol, {but excluding the Courthouse Security Officer, Process Server, Recreation Officer, Desk Officer, K-9 Officer and positions in the Detective Bureau} will work a scheduled 12-hour workday.
2. The sequence shall be four days worked followed by four days off on a regularly scheduled basis.
3. Officers shall sign up for a squad (A, B, C or D) prior to the beginning of the schedule, by seniority. A "squad" shall consist of three Deputies and one Sergeant. Squads A & B (Team 1) shall have the same days off, as will squads C & D (Team 2).
4. A work sheet will be four months duration (Article 17, section 6). An officer may, at the time of that work sheet's posting, select a different start time, by seniority. An officer may switch from Team 1 (A & B squads) to Team 2 (C & D squads) only on the first day of the first pay period of the next calendar year. Article 17, Section 7 (option of switching shifts or days off if a regular employee is off for one week or more) shall not apply, unless the employee wanting to switch is on the same Team (1 or 2 as described above). Article 17, Section 7 covers the "order-in" policy. If the order-in occurs immediately following an Officer's 12 hour working shift, the order-in will be for four hours only, and attempts will be made to find an 8 hour replacement. If an order-in occurs on an Officer's regular day off, it will be for 12 hours, if necessary. A four hour and an eight hour order-in list will be established to accommodate the new schedule, pursuant to current policy. This would allow Officers to work either 4 or 8 hours on their days off (or 12 at their option). In addition, those Officers not working the 12 hour shift and ordered-in on their days off could do so for 8 hours or 12 hours, at their option, if a 4 hour replacement is available.
5. The working of 12 hour shifts, in the manner described above, results in working in excess of 2080 hours in a one-year period. For this reason, mandatory "Kelly days" (non-scheduled days off) are necessary. Kelly days will be selected prior to the work sheet beginning, by seniority, and an average of three Kelly days will be selected in each four month period. Only one Deputy will be allowed off on a Kelly day, per squad, on the same day.
6. Vacation, and sick time, and personal leave days will be used in twelve-hour segments, for those Officers working the 12 hour schedule. In other words, one sick day will result in a 12-hour reduction in the Officer's total. Four vacation days will consume 48 hours of an Officer's total vacation time. A Personal leave day shall be equal to the employee's regularly scheduled work day at the time of the use of the personal leave day. *If an* Officer who is working a 12 hour shift is granted a leave of absence with pay pursuant to Article 30, Bereavement Leave, the Officer shall be paid for twelve (12) hours per day of paid leave granted.
7. During the period of the contract ending December 31, 2001, Article 27, Section 1, (standard 5 consecutive work days, 8 hours per day) is modified for those Deputies on the 12 hour schedule. A standard work week for Patrol Deputies and Sergeants shall be 4

- consecutive 12 hour days, with 4 consecutive days off, and the cycle repeats itself, for the year. Article 27, Section 3, (overtime) is changed to: (a) Hours worked over twelve (12) hours per day on a regularly scheduled work day or in excess of the regularly scheduled four work days for those Officers on the 12 hour schedule will be compensated at time and one half. (b) (hours worked in excess of 40 hours per week) will not apply to those Officers on the 12-hour schedule but rather the FLSA cycle of hours worked in excess of 147 hours in a 24-day period will apply.
8. Article 37-Shift Differential. For those Officers working the late shift (6 P.M. to 6 A.M.) a shift differential of \$.34 (34 cents) per hour shall apply. No shift differential will be paid for those working the early (6 A.M. to 6 P.M.) shift.
 9. For payroll purposes, an Officer's annual base salary (40 hour workweek) will be divided by 26 to determine biweekly pay, not including overtime.
 10. When attending training locally, Officers will start their shift at the start of the training (i.e. 8 A.M.) and remain at training until it is over. The remainder of the shift may be worked as alternate duty, to be determined by the shift supervisor (follow up investigation, special projects, etc.) or partial Kelly days may be used in 4 hour increments. In the event that training occurs on regular days off, only the training time will be worked, as overtime. If the training involves more than 24 hours, or is not local, the same rules will apply, except that the alternate duty option will not be available. The training will be exchanged on an hour-for-hour basis, based on the scheduled number of hours worked that occur during the training period. Travel time may be applied to regularly scheduled work days if it occurs on regularly scheduled days, using 6 hour Kelly segments if appropriate, or whatever other method of 'hours worked' calculation is agreed upon, in advance, with the Chief Deputy.
 11. In regard to emergency (bereavement) leave, those Deputies working the 12 hour shift will be entitled to two days paid leave (24 hours). Additional time off may be granted using other forms of leave.
 12. All other portions of the contract will remain in effect.
 13. It is understood that unforeseen problems may arise, and every effort will be made to achieve a resolution satisfactory to both sides, in such an event. The parties agree to meet and confer during the trial period on a quarterly basis, or as needed, to attempt to address and resolve any issues that arise as a result of the 12-hour schedule.

IN WITNESS WHEREOF, we have hereunto set our hand and seals this _____ day of _____, 2005.

DOUGLAS COUNTY

LAW
ENFORCEMENT EMPLOYEE
RELATIONS
DIVISION/WISCONSIN
PROFESSIONAL POLICE
ASSOCIATION NO. 41.

By _____
Chairman, Douglas County
Board of Supervisors

By _____
WPPA/LEER Representative
Gary Gravesen

By _____
Administrative Coordinator
Steve Koszarek

By _____
WPPA Local #41 Representative
Steve Long

By _____
Douglas County Sheriff
Tom Dalbec

By _____
WPPA Local #41 Representative
Larry Long

By _____
County Clerk
Sue Sandvick

Retained for 2014-2016

County Board approval: March 20, 2014; Resolution #15-14

**Douglas County Sheriff's Department Canine Unit
Side Letter Agreement
(Modification for 12 hour shifts – 4/09/2007)**

Whereas the County and the WPPA Local 41 have joined together in support of a Canine Unit;
and

Whereas the County and the Union have met and discussed the various aspects of the Canine Unit which would impact on the employee assigned to this program;

Now therefore, the Douglas County and WPPA Local #41 agree to the following:

1. **Duration of Assignment:** The Canine Unit position serves at the pleasure of the Sheriff but the normal period of service will be for a minimum of three years which may extend to a maximum of eight (8) years or the canine's active service life, unless relieved of the assignment by the Sheriff.
2. **Hours of Work-** The officer working the Canine Position shall be assigned to a 12 hour shift with four shifts on and four shifts off; working from 6:00pm to 6:00am shift but the work schedule must be flexible to meet the work assignment of the Canine Position. A one(1) hour 15 minute per day allowance for the care and feeding of the canine (for a 8-day period totaling 5 hours per week), will be accommodated during the work period through time off. There will be no overtime authorized for the care and feeding of the canine. Training will also be accomplished as an alternate duty or flex time as approved by the supervisor. All other provisions of the 12 hour Shift Side Letter Agreement not specifically addressed by this Side Letter will be applicable to the Canine officer.
3. The officer will be subject to call-in and would be compensated for the same under the provisions of the working agreement. A pager may be provided as a mutual benefit, but not mandated, providing ease of contact and assuring notification of opportunities for overtime generated by the existence of the Canine Unit. The officer may be called on City of Superior or other jurisdiction calls depending on the availability of the officer and the City of Superior officer. Upon call out on a City of Superior call, the officer will be compensated by the County according to the provisions of the working agreement. The County will be responsible for seeking any reimbursement costs to other jurisdictions as applicable by State Statutes.
4. The officer will be provided with summer, winter, and camouflage "jumpsuits" for use in training and tracking activities. This will not be a part of the uniform allowance provision for uniforms. Replacement of jumpsuits for wear or damage will be provided through the approval of the Sheriff or his designee.
5. The canine will be kept, groomed, fed, watered, exercised and taken to the vet when required during off schedule hours by the officer. This time is accounted

for through the 50-minute per day allowance. Scheduled veterinary visits may be arranged during the work shift with prior approval of the Sheriff or his designee.

6. The County will pay for the canine's food, supplies and veterinary costs.
7. The officer will be required to have a kennel at their residence. The County will purchase and pay for installation of the kennel and underlying cement. Should the officer move, the cost of relocating the kennel will be the officer's responsibility.
8. The officer shall have no claim against the County or Sheriff's Department for any wear, tear or damage done to the handler's property or other person's personal property in the officer's care while the canine is not specifically involved in law enforcement training, patrol or presentation functions.
9. At the end of service life, the officer may be provided an opportunity to assume full ownership and responsibility of that canine. The County shall retain ownership if the canine handler declines to assume ownership, resigns from the assignment, or terminates employment with the County.
10. If the officer is not available for the care of the animal, the County will pay for the boarding of the canine at an approved kennel.
11. When the officer takes time off for sick leave, or vacation, they will claim the time off from their leave balances considering the 4 hours a week that is provided for canine care that cannot be accommodated for time off during the two-week pay period. Example: If in the last scheduled day in a pay period the officer is ill and he would have otherwise only worked 10 hours 45 minutes to accommodate the care time, he will only claim 10 hours 45 minutes of sick leave and one hour 15 minutes of time worked coded as canine care. For a week's vacation, the officer will code 43 hours for vacation and 5 hours time worked coded as canine care.
12. The canine will not be taken out of the jurisdiction when not involved in law enforcement training, patrol or presentation functions without the approval of the Sheriff or his designee.
13. The vehicle provided for use by the Canine officer will be available to that officer on an ongoing basis, including during non-working hours. The vehicle would be available for off duty use by the Canine officer with the following provisions:
 - a. The canine assigned to the Canine officer shall accompany the handler in the vehicle.
 - b. Personal use of the vehicle shall be no more than ten (10) miles outside of the Douglas County boundaries. The officer may go outside of this area with approval of the Sheriff or his designee.
 - c. The off-duty specially equipped take home vehicle shall extend only to the officer assigned to the Canine position.
 - d. Authorization for off-duty personal use of the vehicle would extend to the officer when he is fit for duty, unimpaired by fatigue, illness or other

- physical state and is available for call-in.
- e. Only County employees (other than detainees) will be allowed to ride in the vehicle without approval by the County Administrator.

WITNESS WHEREOF, we have hereunto set out hand and seals this _____ day of _____, 2007.

DOUGLAS COUNTY

LAW ENFORCEMENT
EMPLOYEE RELATIONS
DIVISION/WISCONSIN
PROFESSIONAL POLICE
ASSOCIATION NO. 41

By _____
Chairman, Douglas County
Board of Supervisors

By _____
WPPA/LEER Representative
Gary Gravesen

By _____
County Administrator
Steve Koszarek

By _____
WPPA Local #41 Representative
Brad Hoyt

By _____
Douglas County Sheriff
Tom Dalbec

By _____
WPPA Local #41 Representative
Michelle Fritz

By _____
County Clerk
Sue Sandvick

Retained for 2014-2016

County Board approval: March 20, 2014; Resolution #15-14

Douglas County and
Douglas County Deputy Sheriff's Association, Local 41 WPPA/LEER
Promotional Criteria
Side Letter Agreement

The parties, by their respective signatures affixed hereon, agreed to the following promotional criteria for members of the Douglas County Deputy Sheriff's Association:

PROMOTIONAL CRITERIA

a. There shall be a written examination which shall be the first step in the process. Applicants must attain a score of 70% or more to continue in the promotional process. The test shall consist of state statutes, departmental policy and rules or regulations. Applicants shall be advised of applicable study materials, up to and including relevant departmental policies, rules and regulations which may be in the written test, prior to said test. Douglas County or designees agree to guarantee the integrity of the test

b. Applicant's test score shall be calculated as follows: [Example]: Test worth a maximum 35 points in overall promotional process. [Example]: In a 50 question test the applicant must answer 35 questions correctly to get to 70%. The test score would be calculated as follows under this example; $70\% \times 35$ correct responses equals 24.5 points in process.

c. Oral exam: The oral exam shall be worth a maximum of 35 percentage points. The oral exam panel shall be consisted of two members appointed by Douglas County and one member appointed by WPPA/LEER. If applicable, Douglas County shall pay for all travel related expenses for interview panel members. [Scoring example: if an applicant scores 80 on oral exam, he or she shall receive 28 exam points. [Oral exam score of 80% x 35 points].

d. Seniority. Seniority shall be worth a maximum of 30 points. The most senior applicant shall receive the maximum score. All other applicants shall have their seniority determined by using their total months of service divided by the total months of the senior applicant for the position. [Example: senior applicant has 120 months of service, applicant has 12 months of service; 12 divided by 120 equals 10% . 10% times maximum 30 points equals 3 points which applicant would receive under this example. In determination of total months, months shall be rounded up or down.

There shall be maximum 100 total percentile points in the promotional process, broken down as follows:

1. Written Test - 35%
2. Oral Exam —35%
3. Seniority Points – 30%

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 2012

DOUGLAS COUNTY

DOUGLAS COUNTY DEPUTY
SHERIFF'S ASSOCIATION, LOCAL 41
OF THE LAW ENFORCEMENT
EMPLOYEE RELATIONS DIVISION OF
THE WISCONSIN PROFESSIONAL
POLICE ASSOCIATION

By _____
County Administrator
Andrew Lisak

By _____
Association President

By _____
Douglas County Sheriff
Tom Dalbec

By _____
WPPA Local #41 Representative
Gary Gravesen

Retained for 2014-2016

County Board approval: March 20, 2014; Resolution #15-14

Grievance Settlement

Grievance 08-100. As part of the mediated settlement, Douglas County agreed to settle the aforementioned WPPA/LEER grievance as follows: on a non-precedential basis, Grievant Deputy Cliff Coulthard would have his compensatory time balance on a rolling cap basis, not to exceed 120 hours at any one time. In exchange, WPPA/LEER would withdraw the grievance filed on behalf of Deputy Coulthard.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 2008.

DOUGLAS COUNTY

*DOUGLAS COUNTY DEPUTY SHERIFF'S
ASSOCIATION, LOCAL 41 OF THE LAW
ENFORCEMENT EMPLOYEE RELATIONS
DIVISION OF THE WISCONSIN
PROFESSIONAL POLICE ASSOCIATION*

By _____
Administrator
Steve Koszarek

By _____
Gary Gravesen
WPPA Local #41 Representative

By _____
Douglas County Sheriff
Tom Dalbec

By _____
Larry Long
WPPA Local #41 Representative

Retained for 2014-2016

County Board approval: March 20, 2014; Resolution #15-14