

2016-2017 AGREEMENT

By and Between

DOUGLAS COUNTY DEPUTY SHERIFF'S DEPARTMENT – JAIL DIVISION, LOCAL
441A OF THE LAW ENFORCEMENT EMPLOYEE RELATIONS DIVISION OF THE
WISCONSIN PROFESSIONAL POLICE ASSOCIATION

and

DOUGLAS COUNTY14
(SHERIFF'S DEPARTMENT, JAIL DIVISION)

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January 1, 2016 - December 31, 2017

**2016-2017 AGREEMENT
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By and Between

DOUGLAS COUNTY
(SHERIFF'S DEPARTMENT, JAIL DIVISION)

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. 441, as the exclusive bargaining agent for all regular full-time law enforcement jail personnel including employees classified as jailers, excluding 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 recognized 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 discipline of bargaining unit employees 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. To use one precludes use of the other. 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 Representative or designee shall, with ten (10) working days, schedule a meeting between the Union representative and the Human Resource Representative or designee to discuss the issue. The Human Resource Representative 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 Representative or designee, notify the Human Resource Representative of the intent to appeal the matter to Arbitration. The Human Resource Representative

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.

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 jail 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 jail.
- 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 jail.

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. 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, excepting those impacts or changes which are prohibited subjects of bargaining.

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 staff 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 at the current County per diem rate with direct billing for lodging, in addition to the regularly hourly wages. Employees will be required to turn in receipts for expenses.

ARTICLE 13.

WORKER'S COMPENSATION. Section 1. The Employer agrees that any employee who 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, 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 2. An employee may be required to present evidence satisfactory to the Employer of inability to work due to illness or accident.

Section 3. 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 Jail Administrator or designee.

ARTICLE 15.

EMPLOYMENT STATUS.

Section 1. A regular employee is hereby defined as a person hired to fill a position Full-time with full employment annually.

Section 2. A temporary employee is a person hired for a period of time not to exceed six (6) calendar months beyond completion of training, 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.

PROBATIONARY PERIOD. Section 1. 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 2. Upon completion of the probationary period, the employee shall be granted seniority rights from the employee's most recent date of hire.

Section 3. 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 these benefits except that a probationary employee in the first six months of the probationary period may use accrued personal leave time (See Article 24, Section 2) and sick time (See Article 27, Section 1) in addition to compensatory or authorized trades for time off.

In addition, regular part-time employees hired before July 1, 2011 to work 600 hours or more per year, or hired on or after July 1, 2011 who have not previously worked for a WRS employer to work 1200 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.

Section 4 - COUNTY RESIDENCY: All employees shall be required to establish and maintain residency in Douglas County OR if living outside of Douglas County, within a 45-minute commute distance from the employee's assigned work site. Residency 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 within the 45-minute commute distance, or employment shall be terminated. However, waivers may be granted by the Administration Committee on a case-by-case basis based upon the criteria established by the Committee.

Section 5 - NEPOTISM: No person who is related within the first or second degree to a sergeant may be supervised on a regularly scheduled shift by such a sergeant.

Relatives within the first or second degree are spouses, parents, children, grandchildren, brothers and sisters.

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 workers compensation, seniority shall continue to accrue. During unpaid leave of absence of 30 consecutive calendar days or more, seniority, vacation, sick leave, holidays and personal leave days, do not accrue. If an employee is on an unpaid Family Medical Leave, 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 without permission:
7. is on layoff status for twenty-four (24) months.

Section 6. Work periods will be for six (6) month durations with starting days on the 1st pay period in April and the 1st pay period in October. Work sheets for shift assignment signup, as prepared by the Employer, will be posted by the Union on a bulletin board no later than thirty (30) days prior to the starting date of that work period.

Officers will select their shift 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 shift assignment for the duration of the work period.

Section 7. Regular employees shall have the option of switching shifts or days off for regular employees who are off one (1) full pay period or more, provided all shifts within the period require replacement. 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. This provision

does not preclude the Sheriff from ordering an employee in when no other employee is available and the employee's seniority places them in a position to be ordered in to work. 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. 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 9. 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.

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.

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 20.

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, is terminated or been laid off shall receive their prorated vacation, provided they have worked their first full year with the Employer. Vacation time used, but not yet accrued, will be deducted from the employee's final pay.
- (c) Up to two (2) employees may be off on vacation at a time on night shift, and up to three (3) on day shift. 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.

Vacation will be scheduled according to the following conditions:

- 1. Vacation shall be selected by seniority.
- 2. Employees will be allowed to sign for their vacation preferences on a vacation sign up calendar provided by the Jail Administrator or designee; scheduling of the first three to five days of vacation consecutively is encouraged. A sign up calendar will be posted March 1 and collected March 31 of each year for any vacation requests during the months of April through September. A sign up calendar will be posted September 1 and collected September 30 of each year for any vacation request during the months of October through March. The Jail Administrator or designee will have 15 business days to approve vacation requests after each sign up is collected. When approving vacation requests, vacation blocks will take precedent over single day requests.
- 3. Vacation requests made with less than 48 hours (two days) notice may or may not be approved.

4. Vacation may be taken in two (2) hour increments, subject to supervisory approval, provided the employee is able to find coverage. All other vacation shall be taken in blocks of one (1) shift or more, except if an employee is using vacation for FMLA purposes.
5. 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 or the vacation will be forfeited.

ARTICLE 21.

HEALTH AND WELFARE. The Employer shall contribute on behalf of all eligible employees working thirty (30) hours or more per week eighty-eight percent (88%) of the single plan premium an amount not to exceed eighty-eight (88%) per month towards the cost of 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.

ARTICLE 22.

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.

Section 3. Employees may participate in additional County benefit plans such as Deferred Compensation, Short-term Disability, Long-term Disability, and employee Assistance Programs as may be offered to non-bargaining unit members, subject to change or cancellation by the County at any time.

ARTICLE 23.

RETIREMENT. Douglas County agrees to contribute to the Wisconsin Retirement System (WRS) the employer's contribution in full for the protective service retirement category.

Pursuant to 2011 Act 10 as amended by 2011 Act 32, employees hired on or after July 1, 2011, shall be required to contribute toward the WRS 100% of the employee contribution amount as determined by the Employee Trust Funds Board.

Effective January 1, 2016 for employees hired prior to July 1, 2011, the employer will pay up to 3.25% of the employee's portion of the WRS contribution, with the employee paying the balance of the employee's portion.

Effective January 1, 2017 for employees hired prior to July 1, 2011, the employee will pay 100% of the employee portion of WRS.

ARTICLE 24.

Section 1. HOLIDAYS. Employees will be paid for 10 ½ - 8 hour holidays in their base rate. There will be no other pay for holidays except for employees who work on a holiday as noted below.

Employees working on the following ten and one-half (10½) holidays, will be compensated as provided for under Article 26.2. 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) eight (8) or twelve (12) hour days (depending on whether the employee is working 8 or 12 hour shifts) per calendar year personal leave time non-accumulative. Upon resignation or release from probation, personal days shall be prorated based on one (1) day for each four (4) months worked. The employee will be required to pay back any personal leave time taken, but not earned. Employees will not receive cash payout for personal leave time earned but not taken.

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, (or designee) the 24-hour notice may be waived.

Creation of overtime will not be a reason for rejection of personal leave day request.

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

ARTICLE 25.

REST PERIOD.

- (a) There shall be a ten (10) minute rest period once in midpoint of the first half of the shift and the midpoint of the second half of the shift as can be arranged for the needs of the service.
- (b) 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 26.

WEEKLY HOURS AND OVERTIME RATES. Section 1. 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.

Section 2. All employees eligible for holiday pay 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 in excess of eighty (80) hours in any two (2) week pay period for those employees working eight (8) hour shifts and eighty-four (84) hours in any two (2) week pay period for employees working twelve (12) hour shifts. Time absent from work (e.g., sick leave, vacations, personal leave days, funeral leave, compensatory time) will not be considered hours worked for purposes of this subsection (a).
- (b) All hours worked contiguous as to a regularly scheduled shift shall be considered as overtime, regardless of whether subsection (a) applies; unless the employee has used sick leave or other unpaid time not including military leave in the same pay period.

Employees shall be allowed to accumulate a maximum of eighty-four (84) compensatory hours in a calendar year. All hours in excess of eighty-four (84) shall be paid in cash overtime. The balance of compensatory hours as of the 1st pay period in December will be paid to the employee in cash. All compensatory time shall be tracked in hours and shall be paid out at the wage rate in effect at the time of payment. Compensatory time off shall be taken with the approval of the Employer.

Section 4. WAGES AND CLASSIFICATIONS. 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 during unscheduled time, 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 time and one 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.

Section 6. 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.

Section 7. SHIFT REPLACEMENTS. Pursuant to a procedure established by departmental policy,

open shifts shall be offered to employees by seniority and if a shift is not filled voluntarily, employees shall be ordered in by reverse seniority. The County shall meet and confer in good faith in the spirit of fairness and equity with the Union policy committee before implementing any change to the departmental policy.

ARTICLE 27.

Section 1. Accrued Sick Leave. Full-time regular employees are credited with eight (8) hours of sick leave for each completed month of employment up to a maximum of 960 hours. 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.

If any county bargaining units or the non-represented unit receive any RHS enhancements during the term of this contract, this bargaining unit will also receive the enhancement at the time of the other unit(s)' implementation.

Effective 1/1/06, employees who have reached the 960 hour sick leave cap shall be allowed to bank any additional earned sick hours while they remain at the 960 hour cap, at the value of 50% of their current base rate, 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 up to three (3) consecutive working days.

- 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 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 approval by the County Administrator.

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.

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 the County Administrator.
- b. During the period of absence, the employee shall not engage in gainful employment. Failure to comply with this provision shall be subject to 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.

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 5. Restricted Duty. Restricted duty will be limited to temporary disabilities for those individuals who can perform the tasks assigned. There will be no more than one (1) employee on restricted duty per shift at any one time. The county may at its sole discretion authorize additional restrictive duty assignments based on the operational needs.

ARTICLE 28.

BEREAVEMENT LEAVE. Section 1. In the event of a death in the immediate family of a regular, full-time employee, such employee shall be granted a leave of absence with pay for a period of up to three (3) days, if scheduled to work, to make necessary funeral arrangements and/or attend the funeral. Members of the immediate family, which also includes the immediate family of the spouse, or registered domestic partner, shall include spouse, or registered domestic partner; child; parent; brother; sister; grandparent; grand child; niece; nephew; step-parent; step-child; aunt and uncle. Leaves for funerals of individuals that are not listed may likewise be granted at the discretion of the Jail Administrator or designee. In-laws shall be limited to current marital or registered domestic partner status. Employees are not eligible to receive bereavement pay during an unpaid leave of absence.

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 29.

SCHEDULED STAFF MEETINGS/TRAINING: Where an employee is required to attend scheduled staff meetings or training outside of their scheduled shift, said employee shall be compensated a minimum of two hours at the regular straight time rate of pay for training time or actual hours spent in meeting or training, whichever is greater. This Article is drafted to compensate

an employee who attends scheduled staff meetings or training on his/her off days or off-duty time and the scheduled staff meeting or the training time shall be considered time worked for overtime purposes if the training is required by applicable law or for Training and Standards state certification. Training that is not required by applicable law or for Training and Standards state certification, will not be considered time worked for overtime purposes.

If an employee is scheduled to work on a training day, the employee may be required to work before and/or after the training to complete their scheduled hours.

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 30.

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 31.

CONVERSION OF UNUSED SICK LEAVE UPON RETIREMENT. Upon retirement under the WRS system, as determined by WRS eligibility; 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 32.

EDUCATIONAL CREDITS. Educational credit allowance shall be paid for those jailers 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>
15	\$.06
30	\$.12
45	\$.17
60	\$.20
75	\$.26
90	\$.32
105	\$.38
120	\$.43

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 33.

CLOTHING ALLOWANCE. Section 1. All regular full-time jailers shall be entitled to a clothing allowance of three hundred fifty dollars.

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 34.

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.

8 hour shift (2080 hours per year)

\$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

12 hour shift (2184 hours per year)

\$0.0549/per hour after five (5) years of service

\$0.1099/per hour after ten (10) years of service

\$0.1374/per hour after fifteen (15) years of service

\$0.1648/per hour after twenty (20) years of service

ARTICLE 35.

SHIFT DIFFERENTIAL. Employees shall receive the following shift differentials when scheduled to work in the below eight (8) hour shifts:

Start Time

(a) afternoon 3:00 p.m. – 11:00 pm shift

(b) night 11:00 p.m. – 7:00 am shift

Shift Differential

\$0.25 cents per hour

\$0.30 cents per hour

Effective with the implementation of twelve (12) hour shifts, employees shall receive \$0.34 cents per hour differential when working the night shift.

Employees assigned to regularly work the power shift shall receive .17 cents per hour shift differential.

ARTICLE 36.

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 37.

EXPIRATION DATE. Section 1. This Agreement shall be effective from the 1st day of January, 2016 and shall continue in full force and effect up to and including the 31st day of December, 2017,

and shall automatically renew itself thereafter, until and unless either party at least sixty (60) days before the 31st day of December, 2017, 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, 2017. 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, 2017. 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, 2017.

Section 3. Any revisions agreed to or ordered as a result of such reopening shall be effective as of January 1, 2017. 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.

Section 5. Resolution of Issues. This Agreement resolves all issues involving any modification made to the terms and conditions of employment of any bargaining unit member between July 1, 2011, and the ratification of this Agreement, and no grievance or prohibited practice will be filed.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 14th day of April, 2016.
DOUGLAS COUNTY

LAW ENFORCEMENT EMPLOYEE
RELATIONS DIVISION/WISCONSIN
PROFESSIONAL POLICE ASSOCIATION
NO. 441A

By Douglas Finn
Douglas Finn
Chairman, Douglas County
Board of Supervisors

By Rich Burghaus
Rich Burghaus,
WPPA/LEER Representative

By Susan Sandvick
Susan Sandvick,
County Clerk

By Crystal Andres
Crystal Andres
WPPA/LEER Representative

By Andrew Lisak
Andrew Lisak
Douglas County Administrator

By Thomas Dalbec
Thomas Dalbec
Douglas County Sheriff

Union Ratified: February 10, 2016
Administrative Committee Approval: April 7, 2016
County Board Approval: April 14, 2016

Wage Scale

Effective the first full pay period in January 2016 – 1.0%

	75%	80%	85%	90%	95%	100%
Job Class	Start	6 Months	12 Months	18 Months	24 Months	30 Months
Huber/Electronic Monitoring Coordinator (1)	18.31	19.53	20.75	21.97	23.19	24.41
Jailer	16.65	17.76	18.87	19.98	21.09	22.20

Effective the first full pay period in January 2017 – 1.0%

	75%	80%	85%	90%	95%	100%
Job Class	Start	6 Months	12 Months	18 Months	24 Months	30 Months
Huber/Electronic Monitoring Coordinator (1)	18.49	19.72	20.96	22.19	23.42	24.66
Jailer	16.82	17.94	19.06	20.18	21.30	22.42

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

- (1) Huber/Electronic Monitoring Coordinator will be paid 10% above the top step of the Jailer.
- (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.

The County reserves the right to appoint a new employee above the starting wage based upon experience-based criteria.

Field Training Officer (FTO) will receive an additional \$1.00/hour while they are actively training a probationary Jailer.

Assigned Trainers will receive an additional \$1.00/hour while they are actively training Jailers.

EDUCATIONAL CREDITS. (See Article 32 for criteria)

<u>Credits</u>	<u>Amount</u>
15	\$.06
30	\$.12
45	\$.17
60	\$.20
75	\$.26
90	\$.32
105	\$.38
120	\$.43

SHIFT DIFFERENTIAL. When shifts commence after the start time listed: (See Article 38)

<u>Shift</u>	<u>Shift Differential</u>
3:00 p.m. – 11:00 pm shift (afternoon)	\$0.25 cents per hour
11:00 p.m. – 7:00 am shift (night)	\$0.30 cents per hour

Effective with the implementation of twelve (12) hours shifts, employees shall receive \$0.34 cents per hour differential when working the night shift.

Beginning the first full pay period in January 2016 employees assigned to regularly work the power shift shall receive .17 cents per hour shift differential.

LUMP SUM PAYMENT.

- Employees hired before July 1, 2011, and who are employed at the beginning of the first full pay period after the agreement has been approved by the County Board, will receive a lump sum payment equal to 3.25% of 2015 gross earnings on the first full pay period after the agreement has been approved by the County Board.
- Employees hired before July 1, 2011, and who are employed on January 1, 2017, will receive a lump sum payment equal to 3.25% of 2016 gross earnings, on the first full pay period in January 2017.

Settlement Agreement: Shift Trade Grievances
Between Douglas County and
WPPA/LEER local: Douglas County Jailers Assn. No. 441
Grievances 06-437 and 06-448

By way of resolution of the above-referenced grievances, the parties agree as follows:

- 1.) Grievance No. 06-437: The Union will withdraw this grievance.
- 2.) Grievance No. 06-448: The County will rescind the Memo of Captain Linder, dated August 23rd, 2006, which terminated all shift trades and will allow a return to the *status quo* as it relates to shift trading.
- 3.) The Union agrees that there may be circumstances, such as staffing needs, contract requirements or other legitimate operational reasons, under which a shift trade may not be allowed.

In Witness Whereof, we have hereunto set our hands and seals this ___ day of _____, 2007.

By: _____
Douglas County Administrator
Steven Koszarek

By: _____
WPPA/LEER Representative
Al Bitz

By: _____
Douglas County Sheriff
Tom Dalbec

By: _____
WPPA/LEER #441 Representative

Renewed for Contract 2016-2017.