

AGREEMENT

BETWEEN

THE COUNTY OF JEFFERSON

AND

THE LABOR ASSOCIATION OF WISCONSIN, INC.

FOR AND ON BEHALF OF

***THE JEFFERSON COUNTY LAW ENFORCEMENT
OFFICERS ASSOCIATION***

LOCAL 102

January 1, 2014 - December 31, 2016

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1 This Agreement is made and entered into by and between **Jefferson County**, hereinafter
2 referred to as the "**Employer**", and the **Labor Association of Wisconsin, Inc.**, hereinafter
3 referred to as the "**Association**".
4

5 **ARTICLE I - PURPOSE**

6 **Section 1.01:** It is intended that the following Agreement shall be an implementation of
7 111.70 and 111.77 of the Wisconsin Statutes, consistent with that legislative authority which
8 devolves upon the County of Jefferson, the Statutes, and insofar as applicable, the rules and
9 regulations relating to or promulgated by the Civil Service Ordinance.

10 **Section 1.02:** Both of the parties to this Agreement are desirous of protecting and
11 promoting the interest of the general public and of reaching an amicable understanding with
12 respect to the employer-employee relationship which exists between them and to enter into an
13 agreement covering rates of pay, hours of work and conditions of employment.
14

15 **ARTICLE II - RECOGNITION**

16 **Section 2.01:** The Employer agrees to recognize the Association as the exclusive
17 bargaining agent for all regular part-time employees and all regular full-time Deputy Sheriffs of
18 the Jefferson County Sheriff's Department, but excluding the Sheriff, the Chief Deputy Sheriff,
19 the Captain and Sergeant and all other employees of Jefferson County, for the purpose of
20 conferences and negotiations with the Employer or its lawfully authorized representatives on
21 questions of wages, hours and conditions of employment.
22

23 **ARTICLE III - NEGOTIATIONS**

24 **Section 3.01:** The parties shall advise each other of the names of their negotiators.
25

26 **ARTICLE IV - MANAGEMENT RIGHTS**

27 **Section 4.01:** The Association recognizes the Employer as having the exclusive right,
28 unless specifically modified by other provisions of this Agreement, to determine, plan, direct and
29 control its operation and the operations of its work force; to determine the size, composition,
30 qualifications, and work of the work force; to make assignments of work, including overtime; to

1 hire, promote and layoff; to discipline and discharge for just cause; to establish, revise and
2 enforce reasonable rules of conduct; to terminate or modify existing or to introduce new or
3 improved methods of operation to determine and uniformly enforce minimum standards of
4 performance, provided, however, that these rights are applied equitably to all employees and that
5 nothing contained herein shall be used by the Employer to discriminate against any employee
6 because of his or her representation by the Association. The above rights shall be consistent with
7 the provisions of this Agreement and the parties agree that the Association does not forfeit any of
8 its rights under Chapter III of the Wisconsin Statutes.

9
10 **ARTICLE V - UNION ACTIVITY**

11 **Section 5.01:** The Association agrees to conduct its business off the job as much as
12 possible, but this shall not prevent Association stewards or designated Association
13 representatives from processing grievances or engaging in routine business such as posting
14 notices, etc., during regular working hours, provided that such activities do not interfere with
15 normal work operations and that such stewards or representatives limit such activities to a
16 reasonable time period and notify their department head in advance of engaging in such
17 activities.

18 **Section 5.02:** No Association membership meeting shall be attended by employees
19 while on duty except that the steward may be allowed to attend the Association meeting without
20 any loss of pay.

21 **Section 5.03:** One (1) committee member shall be allowed time off for contract
22 negotiations without loss of pay if negotiating sessions fall during the employee's work shift.
23 Other members of the negotiating committee may attend the negotiating sessions on duty time
24 subject to call and with the permission of the Sheriff or his designee.

25 **Section 5.04:** The Association agrees to furnish the Sheriff and the Human Resources
26 Manager with the name of its President.

27
28 **ARTICLE VI - FAIR SHARE/DUES DEDUCTION**

29 **Section 6.01:** Membership in the Association is not compulsory. An employee may join
30 the Association and maintain membership therein consistent with its constitution and By-laws.

1 No employee will be denied membership because of race, color, creed, sex, age, religion,
2 disability or handicap, national origin, marital status, or ancestry. This Article is subject to the
3 duty of the Wisconsin Employment Relations Commission to suspend the application of this
4 Article wherever the Commission finds that the Association has denied an employee membership
5 because of race, color, creed, sex, age, religion, disability or handicap, national origin, marital
6 status, or ancestry.

7 **Section 6.02:** The Association will represent all of the employees in the bargaining unit,
8 members and non-members, fairly and equally and therefore all regular full-time and regular
9 part-time employees shall pay their proportionate share of the costs of the collective bargaining
10 process and contract administration by paying an amount to the Association equivalent to the
11 uniform dues required of members of the Association.

12 **Section 6.03:** The Employer agrees that it will deduct from the earnings of all regular
13 full-time and regular part-time employees in the collective bargaining unit covered by this
14 Agreement, the amount of money certified by the Association as being the monthly dues
15 uniformly required of all employees. Changes in the amount of dues to be deducted shall be
16 certified by the Association thirty (30) days before the effective date of the change. Deductions
17 shall be made each month, and the total deductions shall be paid to the Association.

18 **Section 6.04:** As to new employees referred to in Section 6.02 and 6.03, such deductions
19 shall commence in the first pay period following the completion of probation.

20 **Section 6.05:** The Employer shall not be required to submit any amounts to the
21 Association under this Article for employees otherwise covered who are on layoff, leave of
22 absence or other status in which they receive no pay for the pay period normally used by the
23 Employer to make such deductions.

24 **Section 6.06:** The Employer shall not be liable to the Association, employees or any
25 party by reason of the requirements of this Article for the remittance or payment of any sum
26 other than that constituting actual deductions from employees' wages earned. The Association
27 shall save the Employer harmless against any and all claims, demands, suits, orders, judgments
28 or other forms of liability that may arise out of or by reason of action taken by the Employer
29 under this Article.

- 1 4. Employees shall become eligible for increase to Step "C" upon completion
- 2 of twelve (12) months service in Step "B".
- 3 5. Employees shall become eligible for increase to Step "D" upon completion
- 4 of twelve (12) months service in Step "C".
- 5 6. Employees shall become eligible for increase to Step "E" upon completion
- 6 of twelve (12) months service in Step "D".
- 7 7. Step increases shall become effective in the first pay period following the
- 8 completion of the above listed time frames in Section 7.02 (a) 2. through
- 9 6.

10 Periods of layoff shall not be included in computing the above service
11 requirements where such periods exceed sixty (60) calendar days.

- 12 (b) Each list of eligibles will be established for specific position that the eligibles
- 13 have applied for and shall be maintained for specific position only for a period of
- 14 six (6) months.
- 15 (c) Former employees whose employment terminated after July 2, 1964, who had
- 16 completed their probationary period prior to termination may be rehired at Step
- 17 "B" of the salary range if the new job classification is in the same range or a lower
- 18 range than the former job classification.

19 **Section 7.03:**

- 20 (a) In case of the promotion of any employee in the County service to a position in a
- 21 class with a higher maximum salary, such employee shall be entitled to receive
- 22 the rate of compensation in the entrance step of the class to which he has been
- 23 promoted. In cases where the pay range overlaps, a promotion shall be affected at
- 24 the next higher step in the range of the new class above the rate being paid in the
- 25 lower class. A new anniversary date shall be established for purposes of
- 26 eligibility for future step increases as of the effective date of the promotion.
- 27 (b) In the event that an employee is promoted on his anniversary date he shall first
- 28 receive any within-range increase to which he is entitled in the lower class and
- 29 then the promotional salary adjustments provided in paragraph (a).

1 (c) In the event the promotion of any employee occurs within sixty (60) days prior to
2 his anniversary date, such employee may elect to delay his promotion until his
3 anniversary date in order to take advantage of (b).

4 (d) Promotions shall be pursuant to the Jefferson County Civil Service Ordinance,
5 Section 5, as amended from time to time.

6 **Section 7.04:** In the case of the demotion of any employee in the County service to a
7 class with a lower maximum salary, such employee shall be assigned to a pay step in the lower
8 range which is:

9 (a) If a disciplinary demotion, any designated step in the lower salary range which is
10 at least one (1) step less than the dollar amount received in the pay range for the
11 class from which demoted. A new anniversary date shall be established as of the
12 effective date of demotion.

13 (b) If a non-disciplinary demotion, that salary step in the range for the lower class
14 which he would have received had his service in the class from which demoted
15 been continuous in said lower class. The employee shall retain his previous
16 anniversary date.

17 **Section 7.05:** In the case of the transfer of any employee from one position to another in
18 the same class or in a different class which the same pay range is applicable, the employee shall
19 remain at the same pay step and shall retain his original anniversary date.

20 **Section 7.06:** Wages shall be paid bi-weekly, said check to reflect the actual number of
21 hours worked, sick leave or vacation used, holidays, and overtime claimed for the immediately
22 preceding two (2) week pay period.

23 **Section 7.07:** Employees who work on the boat patrol or the snowmobile patrol will be
24 paid straight time unless it exceeds eight (8) hours per day or ninety-two (92) hours of straight
25 time in the fifteen-day work cycle. All paid time shall count as time worked.

26
27 **ARTICLE VIII - SHIFT DIFFERENTIAL**

28 **Section 8.01 - Shift Differential:** Commencing January, 2006 and each January
29 thereafter, the County agrees to deposit thirteen thousand dollars (\$13,000) into the Association
30 Retiree Health Insurance Benefit Trust referenced in Article XIV of this Agreement. The

1 payment into the trust shall be made in January of each year, not later than the 15th of the month.
2 This payout is in lieu of shift differential as set forth in the 2003-2005 collective bargaining
3 agreement.

4 5 **ARTICLE IX - HOURS OF WORK**

6 **Section 9.01:**

- 7 (a) The normal work schedule is five (5) days on duty, two (2) days off duty, five (5)
8 days on duty, three (3) days off duty, and then repeat the cycle. The normal duty
9 shift is eight (8) hours including a paid lunch period of up to thirty (30) minutes
10 during which employees shall be subject to call. Detectives, Support Services
11 Personnel and Huber Officers shall work forty (40) hours per week, Monday
12 through Friday. Third shift Huber Officer's Sunday night through Friday morning
13 is considered Monday through Friday. The Sheriff shall determine the specific
14 schedule and employees may be required by the Sheriff to rotate shifts.
15 Patrolmen shall not be required to work a swing shift. Provided, however, the
16 Sheriff shall also have the option of assigning a regular part-time employee who
17 is covered under this Agreement if no one signs up for the vacant shift.
- 18 (b) Employees shall be permitted to trade work days with other full-time employees,
19 provided proper forms are completed by the employees involved. Whenever
20 possible, such forms shall be completed at least seventy two (72) hours in advance
21 of the trade.

22 **Section 9.02:** In making up the monthly schedules, employees shall be allowed at least
23 eight (8) hours off between shifts. Additionally, an employee's request to work pre-scheduled
24 overtime pursuant to Section 10.08 or 10.09 may be denied by the employer if it results in the
25 employee not having off eight (8) consecutive hours in a twenty four (24) hour period. Provided,
26 however, employees who work unscheduled overtime as an extension of their normal shift shall
27 not have that overtime counted in determining the standard of having eight (8) consecutive hours
28 off in a twenty-four hour (24) time period. Employees will not be swung off their scheduled
29 shift with less than a forty-eight (48) hour notice from the start of the shift, unless mutually
30 agreeable to both parties.

1 **Section 9.03:** The work period for employees covered by this Agreement is fifteen (15)
2 days.

3 **Section 9.04:** The Department shall consist of not more than five (5) shifts, of eight (8)
4 consecutive hours unless otherwise noted, which shall be bid annually in four (4) month
5 increments by seniority. The three (3) normal shifts shall be 7:00 a.m. to 3:00 p.m.; 3:00 p.m. to
6 11:00 p.m., and 11:00 p.m. to 7:00 a.m. A fourth shift commencing sometime between 6:00 p.m.
7 and 8:00 p.m. and a fifth shift commencing sometime between 10:00 a.m. and Noon may be
8 instituted by the Sheriff provided that it is for a period not less than four (4) months and it is
9 posted quarterly with the other three (3) regular shifts. Furthermore, the Association agrees that
10 the Employer shall have the flexibility of adjusting the starting and ending times of the above
11 referenced shifts by one (1) hour in front or in back of the normally scheduled shift; provided,
12 however, it shall be for a period of not less than four (4) months and shall not be used to
13 circumvent overtime. Detectives, Process Servers, Bailiffs and Canine Officers shall have
14 regularly assigned shifts which may be changed on a more frequent basis by mutual agreement
15 of the affected employee and the Employer, which change may include starting and ending
16 times, days off and the ability to voluntarily flex hours.

17 **Section 9.05 – Jail Staffing:**

- 18 a) The three normal shifts (7:00 a.m. to 3:00 p.m., 3:00 p.m. to 11:00 p.m. and 11:00
19 p.m. to 7:00 a.m.) shall have four (4) mandated staffing positions (2 male, 2
20 female) in the jail division.
- 21 b) These positions shall be selected by seniority, provided there are a sufficient
22 number of male and female employees to fill these mandated four staffing
23 positions per shift. If there is a staffing shortage of either male or female
24 employees to fill the shifts by seniority, seniority may be circumvented and the
25 least senior male or female shall be assigned to fill the mandated shifts.
- 26 c) When staffing in the jail increases from 29 deputies to 35 deputies, distributed
27 within the three shifts (7:00 a.m. to 3:00 p.m., 3:00 p.m. to 11:00 p.m. and 11:00
28 p.m. to 7:00 a.m.) as required, the parties shall increase the mandated positions to
29 six (6) per jail shift (3 male, 3 female).

1 d) Non represented male and female employees who work in the jail shall be
2 counted as one of the gender specific positions in order to minimize swinging
3 employees from one shift to another to fulfill the gender specific shift
4 requirements unless such employee will be unavailable for part or all of a shift
5 due to:

- 6 1) training;
- 7 2) shift trade or shift switch;
- 8 3) scheduling of last minute time off; or
- 9 4) scheduled duties prohibit the non-represented male or female
10 from performing in that gender specific position.

11 **Section 9.06:** Employees assigned to the K-9 Unit will be allowed to end their shift
12 thirty (30) minutes early. Any hours worked after the early quit time will be paid at the overtime
13 rate. For all non-work days, the K-9 Unit employee will have the option of receiving thirty (30)
14 minutes of pay at straight time or thirty (30) minutes of compensatory time off in accordance
15 with Section 10.03. The thirty (30) minutes of compensation per day each day of the year is the
16 amount the parties have agreed to in lieu of canine responsibilities, whether that amount of time
17 is devoted to canine care on a daily basis or not. The above payments and options will not apply
18 to any day for which the County is paying to kennel the dog at a location in which the canine
19 officer would be relieved of his responsibilities in looking after the dog.

20 **Section 9.07:** Notwithstanding any other provision of the contract, the County may
21 schedule part-time deputies as it sees fit for the North-End security station and may schedule
22 part-time deputies for transport per past practice.

23 **ARTICLE X - OVERTIME**

24 **Section 10.01:** It is the policy of the Employer to avoid the necessity for overtime. No
25 overtime work shall be performed without the approval of the Sheriff or his representative.
26 Employees shall be required to work overtime when requested by the Sheriff or his
27 representative.
28
29
30

1 **Section 10.02:**

2 a) Hours worked outside an employee's scheduled shift and range except as
3 hereinafter provided, shall be paid for at the rate of time and one-half (1-1/2).
4 Required hours outside an employee's scheduled shift spent in training or
5 educational activities, or to attend departmental meetings, shall normally be paid
6 for at straight time rates unless affected by the Fair Labor Standards Act (FLSA),
7 in which case the rate shall be time and one-half (1-1/2), or if the employee is
8 required to attend training, educational activities, or departmental meetings within
9 an eight (8) hour time frame immediately before or immediately after the
10 employee's work shift. Time spent at training, educational activities, or at
11 departmental meetings within this eight (8) hour corridor before or after the
12 employee's work shift, shall be compensated in overtime at the rate of time and
13 one-half (1-1/2).

14 b) In order to be compensated at time and one-half (1-1/2) for hours worked
15 consecutive to an employee's scheduled shift, the total number of consecutive
16 hours must exceed the total number of hours in a regular shift.

17 **Section 10.03:** In lieu of receiving pay for training, education activities, or overtime
18 hours worked, employees may request and receive compensatory time off, not to exceed one
19 hundred sixty (160) hours off from December 1st to December 1st of each year. Employees must
20 elect whether to receive cash compensation or compensatory time off for the overtime worked at
21 the time that the initial overtime slip is submitted, provided, however employees may, at their
22 option, cash out any compensatory time they have on the books quarterly by submitting a written
23 request to the employer. Any compensatory time not used by December 1st shall be paid on the
24 next regular pay check. Priority for time off shall be in the following order: vacations, holidays,
25 compensatory time. Approval of the use of compensatory time off shall be discretionary with the
26 Sheriff or his designee for those employees electing compensatory time off. Approved
27 compensatory time off may be taken in four (4) hour increments or more, provided, however, the
28 time off must be taken at the beginning or end of the shift and cannot be taken during the middle
29 of any shift. Once compensatory time off has been approved, it shall not be canceled with less
30 than a forty-eight (48) hour notice prior to the commencement of the shift.

1 **Section 10.04:** Employees shall respond to a call by their department head, or others
2 designated by the department head, to work outside of their regular schedule of hours. A
3 minimum of two (2) hours at the overtime rate established in Sections 10.02 and 10.03 shall be
4 granted to any employee who is requested to report outside of his regular schedule of hours,
5 provided, however, that such minimum shall not apply to hours worked consecutively prior to or
6 subsequent to the employee's regular schedule of hours.

7 **Section 10.05:** All time spent in any court on civil cases as a witness under subpoena in
8 connection with an employee's regular duties for the Employer shall be considered as time
9 worked and a change in the shift schedule shall not be necessary if scheduled to work. In the
10 event such time occurs on a scheduled off day, the employee shall be paid at one and one-half (1-
11 1/2) times his regular hourly rate with a minimum of two (2) hours at such time and one-half (1-
12 1/2) rate, provided, however, that such minimum shall not apply to hours worked consecutively
13 prior to or subsequent to the employee's regular schedule of hours. Furthermore, two (2) hours at
14 time and one-half (1-1/2) shall be paid if notice of cancellation is given to the officer less than
15 twenty-four (24) hours before the scheduled appearance time on the officer's normal off day.
16 Cancellation of the court date shall be considered completed if the notification of the cancellation
17 is either personally given to the officer, is made to the officer personally over the phone, or is
18 given via the department voice mail system. A normal off day shall be defined as that period of
19 time commencing at the end of the last regularly scheduled work day in the five (5) day work
20 cycle and shall continue until the starting time of the regularly assigned first day of the five (5)
21 day work cycle commencing the next full work week. Such employee shall return any subpoena
22 or witness fees or reimbursed wages to the Employer. Employees shall give advance notice of
23 such witness time to the scheduling officer and shall make arrangements with the scheduling
24 officer and other persons involved to keep such witness time at a minimum.

25 Employees scheduled for court appearances outside their regularly scheduled shift shall
26 earn a minimum of two (2) hours at the overtime rate for each court appearance, provided that
27 the court appearances are scheduled more than two (2) hours apart. When an employee must
28 appear on more than one (1) case in a given day, the employee shall be compensated for the full
29 amount of time, from the beginning time of the first case to the ending time of the last case when
30 the cases are less than two (2) hours apart. If the first case carries into the time set for the second

1 case, he will claim only that amount of time required to complete both cases, but in no event will
2 it be less than two (2) hours.

3 **Section 10.06:**

4 (a) On any tour of duty which is one (1) hour or longer, Association members who
5 are assigned to fill a position in a higher ranked classification in an acting
6 capacity or a temporary assignment shall be entitled to Two Dollars (\$2.00) per
7 hour premium.

8 (b) Field Training Officer Pay (Patrol and Jail): During the time that the FTO is
9 training another deputy in the Training Program, the FTO Association member
10 shall be entitled to Two Dollars (\$2.00) per hour premium. This section shall
11 apply to any training period which is one (1) hour or longer.

12 **Section 10.07:** An officer required to serve as a juror during his regularly scheduled
13 work shift shall be paid his regular wages, not to exceed eight (8) hours pay per day at the
14 straight rate, minus the compensation paid to such officer for serving as a juror, which shall be
15 turned over to the Employer. If an officer serves as a juror on a day he is not scheduled for
16 work, the officer shall keep the juror's fees.

17 **Section 10.08:** Pre-scheduled overtime or vacant shift assignments known to the
18 Employer more than forty-eight (48) hours before the commencement of said overtime or vacant
19 shift shall be posted so that Association members may sign up for said shifts. Said vacant shifts,
20 of four (4) hours or less, shall be available to Association members on a sign-up basis, with
21 seniority preferred in filling said overtime shifts. Postings of more than four (4) hours shall be
22 filled by officers who will not work continuous to their assigned duty shift by seniority of those
23 officers eligible. In the event no eligible officer signs up for the posting, two (2) officers shall
24 split the posting, not to exceed four (4) hours per officer and fill said vacancy. Provided,
25 however, the Sheriff shall also have the option of assigning any regular part-time employees
26 covered by this Agreement to fill the vacant overtime hours if no other Association member
27 signs up. Employees must be certified and qualified to perform the overtime assignment.
28 Deputies, who sign up for overtime, shall not be bumped by a more senior deputy less than forty-
29 eight (48) hours prior to the start of the overtime assignment. Employees shall date and time
30 stamp their request for overtime sign up. If a Deputy cancels an overtime shift, he/she will date
31 and sign the cancellation and forward such notice to the Shift Sergeant. Deputies have until

1 forty-eight (48) hours prior to the start of the overtime shift to cancel an overtime request.

2 Officers from the shift that is to be extended by four (4) hours and officers who will be
3 asked to come in four (4) hours early shall be asked, on a seniority basis, for volunteers to work
4 the overtime. If there are no volunteers to work the overtime, the least senior officer who is
5 working the shift to be extended and the least senior officer who is scheduled to work on the shift
6 that will start four (4) hours early shall be ordered in to work, provided, however, no employee
7 shall be ordered in more than twice in any calendar month.

8 **Section 10.09:** Pre-scheduled overtime or vacant shift assignments known to the
9 Employer less than forty-eight (48) hours before the commencement of said overtime or vacant
10 shift shall be offered to the off duty officers who are regularly assigned to the shift at which time
11 the pre-scheduled overtime or vacant shift is to occur. If the regular full-time employees who are
12 off duty do not volunteer for the overtime, the County shall have the right to hold officers who
13 are working over for four (4) hours and call in employees who are scheduled to work on the next
14 regularly scheduled shift four (4) hours early utilizing the existing call-in list for deputies. If the
15 above procedure does not fill the overtime or vacant shifts, the Sheriff may assign part-time
16 employees covered by this agreement to fill the vacant overtime hours. Employees must be
17 certified and qualified to perform the overtime assignment.

18
19 **ARTICLE XI - LAYOFF & REDUCTION IN FORCE**

20 **Section 11.01 - Layoff:**

- 21 (a) In the event of a layoff or a reduction in the number of employees in any job
22 classification, the employee with the least amount of classification seniority
23 selected by the County for the layoff or reduction will be initially selected for the
24 layoff or reduction.
- 25 (b) Such employee may displace an employee with the least amount of classification
26 seniority in an equal or lower paying job classification presently within the
27 bargaining unit in which the employee had previously worked, provided that the
28 employee doing the displacing has more classification seniority than the person
29 who is being displaced. Employees displaced pursuant to this procedure will be
30 allowed to exercise the same displacement rights, if they have sufficient seniority.

1 (c) Classification seniority shall consist of the total calendar time or full-time
2 employment in a particular job classification. An employee who permanently
3 leaves one job classification will maintain the classification seniority he had at the
4 time of leaving, but will not accrue further seniority in his former classification
5 unless he permanently returns to such classification. Classification seniority will
6 be suspended if an employee loses his bargaining unit seniority.

7 (d) Employees initially selected for the layoff may take the layoff.

8 (e) Any employee who terminates employment or is laid off during negotiations for a
9 new contract shall not be entitled to any retroactive increase which may be
10 granted in the final Agreement even though such retroactivity may extend to a
11 time prior to the date of termination or layoff.

12 **Section 11.02 - Re-employment:** The Employer shall maintain a re-employment list of
13 all employees who lose their jobs due to a reduction in force. Such lists shall be in the order of
14 the employee's seniority at the time of reduction in force with the most senior being number one
15 (1) on the list. Such lists shall also show the classification(s) for which employees are qualified
16 by their department. Employees on the re-employment list shall maintain re-employment rights
17 and promotional appointment rights for two (2) years from the date they lost their jobs.
18 Employees shall be recalled from the re-employment list in accordance with their seniority to the
19 jobs for which they are qualified. Notice of re-employment shall be sent by the Employer to the
20 employee's last known address and the employee shall be required to respond within two (2)
21 weeks (14 days) from the date of notification. Employees, who do not respond to such re-
22 employment notices, shall be dropped from the re-employment list and all rights shall be lost.

23 24 **ARTICLE XII - HEALTH INSURANCE**

25 **Section 12.01:** On the first day of the month following six (6) full months from the date
26 of hire the employee shall be entitled to hospital and surgical-medical insurance and dental
27 coverage. The County shall pay the premium for single coverage and for family coverage for the
28 dental program with benefits equal to those available under WPS/Delta Dental coverage for
29 public employees in Wisconsin for each eligible employee and eligible dependents. The County
30 shall pay the premium for single coverage and family coverage minus the employee contribution

1 as set forth below for the County's health insurance program for all employees covered under
2 this Agreement and eligible dependents.

3 These contributions by the employee will be made through payroll deduction and the
4 Employer shall make a Section 125 Plan available for the employees.

5 The County will pay 94% of the lowest cost qualified plan of the WPEGHIP towards the
6 health insurance coverage plan chosen by the employer. The Employees shall pay the difference,
7 if any. For coverage effective January 1, 2016, the County will pay 93% of the lowest cost
8 qualified plan of the WPEGHIP towards the health insurance coverage plan chosen by the
9 employer. The Employees shall pay the difference, if any.

10 **Section 12.02:** Employees retiring shall have the right to continue in the health insurance
11 program retiree group at the employees' expense. The number of sick days recorded in an
12 employee's account at the time of retirement shall be converted into a dollar amount based on the
13 retiree's pay rate at the time of retirement, pursuant to 16.01(b). Thereafter, the County shall
14 forward said monies to the retiree's health insurance trust for purchasing health insurance for the
15 retiree. The employee shall notify the County not less than fourteen (14) days prior to retirement
16 of his/her intention to remain in the health insurance program. Retirees who drop out of the
17 program after retirement shall not be allowed to re-enter the program.

18 19 **ARTICLE XIII - LIFE INSURANCE**

20 **Section 13.01:** The Employer agrees to participate in the State Group life insurance plan.
21 The employees and the employer will share the premium for insurance equal to one (1) times the
22 employee's annual salary. Employees will have the option of increasing life insurance coverage
23 to two (2) times annual salary. Where the employee elects to take the additional coverage, the
24 employee will be responsible for any increased cost of the life insurance.

25 26 **ARTICLE XIV - RETIREE HEALTH INSURANCE BENEFIT**

27 **Section 14.01:** Longevity Pay and the Sick Leave Payout referenced in Article XVI -
28 Terminal Pay, Section 16.01(b) shall be converted into a Health Insurance benefit for retirees and
29 shall be paid by the County to the Administrator of the Health Insurance Benefit Trust, with
30 longevity being paid on the first business day after December 1st of each year and the sick leave

1 payout being paid on the first pay period following the employees retirement date.

2 Prior to January 1st, the Trust Administrator shall provide a printout for the Association
3 identifying the total amount of money available in the fund, the amount of interest earned, and
4 the amount of the County contribution put into the fund.

5 The Jefferson County Law Enforcement Officers Association Retiree Health Trust and
6 the Jefferson County Law Enforcement Officers Association Retiree Health Plan will be
7 administered under guidelines established by the Trust and Plan which is incorporated herein by
8 reference.

9 The County shall be held harmless by the Trust for any judgments or claims made against
10 the County by any retiree for how the Trust is administered.

11 As soon as possible after both parties have ratified the 2008-2010 agreement, the County
12 shall make a one-time payment of Twenty Thousand Dollars (\$20,000) into the Jefferson County
13 Law Enforcement Officers Association Retiree Health Trust.

14 **Section 14.02:** It is understood by the parties that the elimination of the longevity
15 provisions contained in Article XIV of the 1991-1992 contract was agreed to in return for the
16 Employer's agreement to place the longevity money into the employee/retiree health insurance
17 Trust Fund. The longevity payments prescribed in the 1991-1992 contract read as follows:

18 Full-time employees who have not been on leave of absence for the twelve (12) months
19 preceding November 1st and who have completed five (5) years of continuous full-time service
20 immediately preceding November 1 of any year shall be paid longevity pay at the rate of one
21 dollar and twenty-five cents (\$1.25) per month for each month of service up to a maximum of
22 three hundred (300) months of service.

23 Full-time employment means a minimum of nineteen hundred (1900) hours per year.
24 Continuous service means employment which has not been interrupted by termination.
25 Continuous service shall not accrue during periods of layoff where such periods exceed sixty
26 (60) calendar days and where the layoff is for lack of work.

27 A leave of absence does not interrupt service and the first thirty (30) days of a leave of
28 absence shall be included in computing longevity pay. That portion of a leave of absence in
29 excess of thirty (30) days shall not be included in the computation of longevity pay. When
30 computing months of service, one-half (2) or more of a month of service shall be considered a

1 full month. All time on leave of absence for active military service shall be included in the
2 computation of longevity pay.

3 **Section 14.03:** Employees who retire or become disabled and are eligible for Wisconsin
4 Retirement Annuity or Social Security shall receive sixty-five percent (65%) of any unused
5 accumulated sick leave, not to exceed one hundred eight (108) days. When an employee's
6 employment is terminated by death, his/her estate shall be paid for 100% of any unused
7 accumulated sick leave, not to exceed one hundred and eight (108) days. Provided, however, the
8 sick leave conversion monies may only be directed into the Jefferson County Law Enforcement
9 Officers Association Retiree Health Trust under the name of the officer and in no instance will
10 this money be converted to cash and paid directly to the employee when the employee retires.

11 **Section 14.04:**

12 (a) The retiree who is participating in the program or the Trust on behalf of the retiree
13 shall pay three (3) months premium in advance to the County's insurance
14 administrator, or the retiree may be dropped from the County's insurance
15 program.

16 (b) In the event the retiree's spouse is not eligible for Medicare when the retiree's
17 participation in the program ceases, the spouse may remain in the same group
18 health plan provided by the County until eligible for Medicare, provided that the
19 spouse or the Trust on behalf of the spouse, if applicable, pays three (3) months
20 premium in advance to the County's insurance administrator, or the spouse may
21 be dropped from the program.

22 (c) If the retiree dies prior to being eligible for Medicare, the remaining time that is
23 left which the deceased retiree would have been eligible for, or a portion thereof
24 may be used by the spouse as determined by the Association Trustee. On the date
25 that the deceased retiree would no longer have been eligible for the benefits
26 provided for herein, the Trust Fund's payment on behalf of the spouse shall cease,
27 but the spouse may remain in the fund under the provisions of Section 14.04(b)
28 above, if applicable.

29 (d) Employees who work for the County and have a spouse who is also working for
30 the County at the time the employee retires shall be allowed to stay under the

1 spouse's health insurance plan. The retiree's entitlement under this Article of the
2 Agreement shall be calculated at the time of retirement and the money shall be
3 held in abeyance by the Trust Fund until the retiree advises the Trust Fund that
4 he/she wishes to draw against the amount set aside. The amount to be used on a
5 monthly basis will be determined by dividing the amount set aside by the number
6 of months left until the retiree is eligible for Medicare.

7 **Section 14.05:** An active member of the bargaining unit who accepts a position within
8 the Sheriff's Department but is no longer a member of the bargaining unit, may continue to be
9 eligible to receive benefits from the Trust Fund when such employee receives a retirement
10 benefit from the Wisconsin Retirement System, provided such employee meets the other
11 eligibility requirements from the Trust Fund for such payment, and provided that the employee
12 contributes an amount to the Trust Fund on December 1st of each year after accepting such
13 position equal to the amount that would be contributed to the Trust Fund on his/her behalf.

14 Employees who accept a position with the Sheriff's Department but outside the
15 bargaining unit who do not wish to continue their contributions to the fund, shall forfeit and
16 waive the benefits provided for from the Trust, and shall forfeit and waive any claim to any
17 longevity and/or formula payment referred to from the Trust.

18 **Section 14.06:** The monthly benefit amount paid to retirees who retire during a calendar
19 year shall be calculated by the Jefferson County Law Enforcement Officers Association Trustee
20 and administered by the Labor Association of Wisconsin, Inc.

21 22 **ARTICLE XV - RETIREMENT**

23 **Section 15.01:** For employees hired before July 1, 2011, the Employer shall pay the
24 employer's contribution and the employee's contribution to the Wisconsin Retirement Fund
25 except: Effective June 29, 2014, the employee shall pay the first 2% of the employee's share of
26 pension cost. Effective June 28, 2015 the employee shall pay the first 4% of the employee's
27 share of pension cost. Effective June 26, 2016, the employee shall pay the full employee's share
28 of the WRS contribution rate.

29 Employees first employed on or after July 1, 2011 shall contribute the same amount
30 towards WRS as general occupation employees as determined by law.

1 **ARTICLE XVI - TERMINAL PAY**

2 **Section 16.01:**

- 3 (a) Employees who have completed their probationary period and who terminate their
4 employment or who are laid off shall receive all accrued vacation, holidays and
5 longevity pay, on a pro-rated basis from January 1st up to and including the last
6 day of employment. Any vacation days or holidays used in excess of the ratio
7 shall be paid back by the employee. Any and all amounts payable to the
8 employee shall be paid on the regular payday covering the last date of
9 employment.
- 10 (b) In addition, employees who retire or become disabled and are eligible for
11 Wisconsin Retirement Annuity or Social Security shall receive sixty-five (65%)
12 of any unused accumulated sick leave, not to exceed one hundred eight (108)
13 days. Provided, however, the sick leave conversion monies may only be directed
14 into the Jefferson County Law Enforcement Officers Association Retiree Health
15 Trust under the name of the officer and in no instance will this money be
16 converted to cash and paid directly to the employee when the employee retires.
- 17 (c) An employee whose employment is terminated by death shall have one hundred
18 (100%) percent of his unused sick leave, not to exceed one hundred eight (108)
19 days, and two (2) weeks' pay paid to his designated beneficiary or estate.
- 20

21 **ARTICLE XVII - VACATIONS**

22 **Section 17.01:** Vacation week means that number of days customarily worked by an
23 employee in the service of the Employer in a normal seven (7) day week, but not to exceed five
24 (5) work days. Vacation day means that number of hours customarily worked by an employee in
25 a twenty-four (24) hour day, but not to exceed eight (8) hours.

26 **Section 17.02:** Vacation eligibility shall be determined on the basis of length of
27 continuous service of each employee on the anniversary date upon which he commenced
28 employment in the Jefferson County Sheriff's Department. Vacation earned, as set forth below,
29 shall be available between January 1st and December 31st of the calendar year following the year
30 within which the vacation credit was earned, except as set forth in (a). Eligible employees shall

1 be entitled to paid annual vacation leave as follows:

- 2 (a) All employees covered by the terms of this Agreement, except seasonal
3 employees or employees who are on a per diem basis, who have been in the
4 employ of Jefferson County for a period of less than six (6) years shall earn
5 vacation at the rate of five-sixths (5/6) of a day per month or major fraction
6 thereof for each month of service. Twelve (12) months shall equal two (2)
7 vacation weeks. New employees who earn vacation between their
8 commencement of employment and December 31 of the same calendar year may
9 take said earned vacation after January 1 of the succeeding year, but in no event
10 prior to completion of probation. After the second succeeding January 1st since
11 beginning employment, employees shall have two (2) weeks per year of earned
12 vacation credit.
- 13 (b) Employees with more than six (6) years of service, but less than thirteen (13)
14 years of service, as of their calendar anniversary date, shall earn vacation at the
15 rate of five-fourths (5/4) of a day per month or major fraction thereof for each
16 month of service. Twelve (12) months shall equal three (3) vacation weeks.
17 Vacation earned following the employee's sixth (6th) anniversary date and
18 December 31st of the same calendar year shall be available for use following
19 January 1st of the next calendar year. As of January 1st of the calendar year
20 following the employee's seventh (7th) anniversary date, the employee shall have
21 three (3) weeks of vacation credit earned and available for use.
- 22 (c) Employees with more than thirteen (13) years of service but less than nineteen
23 (19) years of service earn vacation at the rate of five-thirds (5/3) of a day per
24 month or major fraction thereof for each month of service. Twelve (12) months
25 shall equal four (4) vacation weeks. Vacation earned between the employee's
26 thirteenth (13th) anniversary date and December 31st of the same calendar year
27 shall be available after January 1st of the next calendar year. January 1st of the
28 year following the employee's fourteenth (14th) anniversary date, the employee
29 shall have four (4) weeks of vacation credit earned and available for use.

1 (d) Employees with more than nineteen (19) years of service shall earn vacation at
2 the rate of two and one-twelfth (2-1/12) days per month or major fraction thereof
3 for each month of service. Twelve (12) months shall equal five (5) vacation
4 weeks. Vacation earned following the employee's nineteenth (19th) anniversary
5 date and December 31st of the same calendar year shall be available for use
6 following January 1st of the next calendar year. January 1st of the year following
7 the employee's twentieth (20th) anniversary date, the employee shall have five (5)
8 weeks of vacation credit earned and available for use.

9 **Section 17.03:** No employee shall be entitled to take a vacation during his probationary
10 period. Upon completion of an employee's probationary period he shall be entitled to take
11 vacation for those months of service prior to January 1st of the year in which his probationary
12 period was completed.

13 **Section 17.04:** The Sheriff shall have full responsibility and discretion for setting
14 vacation periods for all employees under his supervision during the calendar year. In doing so,
15 he shall be guided by the good of the County service and orderly conduct of the work and
16 functions of each particular department. Vacations may commence at any time during a calendar
17 work week. Thirteen deputies, five (5) deputies in the patrol division, five (5) deputies in the jail
18 division with no more than two (2) per shift in either division, shall be allowed on vacation or
19 holiday leave at one time. In addition, three (3) deputies in support services (2 on 1st shift and 1
20 on 2nd shift) shall be allowed on vacation or holiday leave at one time. This allotment shall
21 exclude detectives. When schooling, leaves of absence or extended illness of an employee occur,
22 only nine (9) deputies, four (4) deputies in the patrol division, four (4) deputies in the jail
23 division, and one (1) deputy in support services shall be allowed off at one time. The Employer,
24 in its discretion, may allow more persons off than twelve (12) at one time, if it will not interfere
25 with the orderly conduct of the work in the functions of each particular department.

26 **Section 17.05:** All employees shall be encouraged to make use of earned vacation time
27 in accordance with the provisions of this Agreement. By April 1st of each year, employees shall
28 sign up for vacations preferred and indicate on which shift said vacation will be taken.
29 Employees shall only be allowed to take two (2) weeks' vacation in their initial pick and one (1)
30 week vacation in each round of picks thereafter. According to seniority, vacation will be

1 approved, and a list of vacations for the remainder of the year posted by May 1st. After the initial
2 vacation picks, employees who select a vacation shall be required to give a minimum of seventy-
3 two (72) hours' notice on any vacation requests. Any employee who elects a shift other than the
4 shift for which he has signed a vacation preference shall lose his seniority vacation priority. In
5 the event such vacation is not used, it shall be waived and the employee shall be entitled to no
6 compensation therefore. Provided, however, employees, at their option, may carry over up to
7 forty (40) hours of vacation into the next calendar year. Employees may take their vacation days
8 as single days, provided that any employee who takes vacation in a one (1) week block or more
9 will have precedent over an individual taking vacation days which are less than a one (1) week
10 block. Such increments shall be treated as holidays for preference purposes, but shall not be
11 available to be cashed out as unused holidays. Employees in the calendar year in which they
12 reach their sixth (6th) year anniversary shall receive prorated vacation based on their anniversary
13 date. The prorated vacation time may be taken in segments, provided that no segment is less
14 than one (1) day. Any employee who has vacation time that has not been used or approved to be
15 taken off by the end of the year may, at the employees option, carry over up to forty (40) hours
16 of vacation into the next calendar year.

17 **Section 17.06:** Any employee who has exhausted his earned sick leave credits shall be
18 entitled to use earned vacation and holiday credits for sick leave upon written request from the
19 employee.

20 **ARTICLE XVIII - HOLIDAYS**

21 **Section 18.01:** Employees in lieu of establishing fixed holidays shall be granted ten (10)
22 days off at a time mutually agreed upon by the Sheriff and the employee, provided that the
23 number of employees allowed to be off on holiday leave shall be governed by the provisions of
24 Section 17.04. Such employees shall work if scheduled on any day otherwise observed as a
25 holiday by other County employees without additional compensation or time off. An employee
26 shall not be required to take holidays in conjunction with vacation leave to fill out a full week.
27 Employees who have not used all of their holidays shall have them automatically paid out, not to
28 exceed five (5) days, on the first pay period in December. Unused holiday slips should be turned
29 in during the last week in November. Failure to turn in coupons will not result in a loss of pay.
30 No holidays will be carried over into the new year unless approved by the Sheriff or his

1 designee.

2
3 **ARTICLE XIX - SICK LEAVE**

4 **Section 19.01:** Eligible employees shall accrue one (1) working day of sick leave with
5 pay for each month or major fraction thereof, eligible to be used the first of the succeeding
6 month, up to an accumulated total of one hundred twenty (120) working days. When an
7 employee has one hundred twenty (120) working days of sick leave credit, such employees
8 shall continue to earn sick leave at the rate of one-half (1/2) working day of sick leave with pay
9 for each month or major fraction thereof of actual service up to an accumulated total of one
10 hundred fifty (150) working days. . The sick leave time earned during the first 12 calendar
11 months of employment, shall not be available to an employee until the first of the month
12 following the completion of the 12-month qualifying period.

13 **Section 19.02:** Use for employee: An employee may use sick leave with pay for
14 absences necessitated by the employee's injury, illness or medical appointments including
15 diagnostic treatment, dental procedures and optician's services and other medical care performed
16 by a duly licensed practitioner.

17 **Section 19.03:** Use for immediate family: In addition to any right that employees may
18 have under state and federal law to use sick leave for family members, employees may use sick
19 leave for the reasons described in Section 19.02 above involving members of their immediate
20 family. Immediate family is defined for this purpose as dependent children, current dependent
21 step-children, spouse, parents and parents-in-law. Employees may use up to three (3) days for
22 each occurrence involving members of their immediate family. If due to extenuating
23 circumstances additional time is needed, employees may be granted additional days of sick leave
24 in excess of three (3) days, upon the approval of their supervisor. If additional days are
25 approved, the County may require verification as described in Section 19.04.

26 **Section 19.04:** In the case of illness or injury extending beyond three (3) days duration
27 the employee shall furnish a certificate issued by a licensed practitioner or other satisfactory
28 proof of illness or injury upon the request of the department head concerned. Such certificate
29 may be required for illnesses or injuries of shorter duration, provided the employee involved is
30 notified in advance of the illness or injury.

1 **Section 19.05:** Commencing April 1, 1970, all full-time employees, shall be granted
2 forty-five (45) days hazardous occupation injury leave. After April 1, 1970, such employees
3 shall earn one (1) additional day of hazardous occupation injury leave per month with the total
4 accumulated hazardous occupation injury leave not to exceed eighty-four (84) days, provided,
5 however, that on January 1st of any year each employee will have a minimum of thirty (30) days
6 as his total accumulated hazardous occupation injury leave. In the event such employee is
7 injured during the course of his employment, making him eligible to draw Worker's
8 Compensation benefits, he may use such portion of his hazardous occupation injury leave as may
9 be necessary to supplement his Worker's Compensation Benefits to continue his full level of pay
10 until such hazardous occupation injury leave has been exhausted. When such hazardous
11 occupation injury leave has been exhausted such employee may use his regular sick leave to
12 supplement his Worker's Compensation Benefits to continue his regular full level of pay until
13 such sick leave has been exhausted. Each year on the first business day following December 1st,
14 the Employer shall pay into the Jefferson County Health Insurance Benefit Trust Plan as follows.
15 Effective December 1st, 2005, the Employer shall pay eighty dollars (\$80.00) for each employee
16 who is a participating member of the Trust that did not utilize any of their hazardous occupation
17 injury leave in the last twelve (12) months, (i.e., commencing December 1st and running for
18 twelve (12) consecutive months through November 30th).

19 **Section 19.06:** No employee shall be entitled to sick leave while absent from duty on
20 account of any of the following causes:

- 21 (a) Disability arising from any sickness or injury purposely self-inflicted.
- 22 (b) Sickness or disability sustained while on leave of absence without pay.
- 23 (c) Disability sustained while engaged in other gainful employment, unless no
24 worker's compensation coverage is available through such other employment.
25 Jefferson County shall be subrogated to the employee's claim against said
26 employer or others to the extent of sick leave so paid.

27 **Section 19.07 - Bereavement Absence:** When death occurs in an employee's immediate
28 family (being defined as spouse, child; or current step children the employee will be excused
29 with pay for five (5) consecutive scheduled days of work. When an employee's brother, sister,
30 mother, father, mother-in-law, father-in-law, step-siblings, or stepparents dies the employee will

1 be excused for three (3) consecutive days of work. An employee shall be granted one (1) day off
2 with pay for the death of grandparents, grandchildren, brother-in-law and sisters-in-law of the
3 employee or spouse. Part-time employees shall be compensated for hours normally worked one
4 (1), three (3) or five (5) consecutive days of work, whichever applies.

5 **Section 19.08 - Sick Leave:** Disability or illness related to pregnancy shall be
6 considered a sickness and an employee shall be granted sick leave as provided in this Article.
7 The Sheriff is authorized to prepare a written questionnaire setting forth the regular duties of a
8 pregnant employee for completion by her attending physician. Her physician shall certify the
9 last date such employee can perform her regular duties. Such employee shall not work from the
10 date certified by her doctor until she is physically able to return to work and perform her regular
11 duties. Both parties agree that police officers should be physically fit to perform duties involving
12 active law enforcement, and that periodic physical examinations are in the best interest of the
13 Employer as well as the employee. Therefore, employees shall take periodic physical
14 examinations upon the order of the Employer under the following conditions:

- 15 (a) The employee will take the examination on duty whenever practicable or will be
16 paid for time spent taking the examination, as well as travel time.
- 17 (b) The Occupational Medical Clinics of America will conduct the examination,
18 unless the physician is mutually agreed upon by the parties.
- 19 (c) The cost and fees of taking the examination will be paid by the Employer.
- 20 (d) The Employer will provide a department vehicle for transportation to and from
21 the physical examination or shall reimburse the employee for mileage at the rate
22 in existence as established by the County Board.
- 23 (e) The medical records and results of the physical examination shall remain in the
24 possession of the physician, with one copy being sent to the employee who is
25 tested. The medical records and results of the medical examination shall remain
26 confidential and shall be released only with the informed, written consent of the
27 employee.
- 28 (f) The physician will advise the Employer whether or not the employee is fit for
29 duty.
- 30 (g) If the employee is deemed to be unfit for duty by a duly certified physician, the

1 employee and the Employer shall be advised of this fact by the physician and
2 given an explanation delineating the general reason(s) why the employee is not fit
3 for duty. The employee shall make himself available to the Employer for further
4 questioning regarding the specific reason(s) why he is unfit for duty.

5 (h) Both the parties agree and recognize that all employees' health care records shall
6 remain confidential except upon the informed, written consent of the employee, or
7 for a Worker's Compensation case. The parties further recognize that there is a
8 general rule of privilege that a patient has a right to refuse to disclose the
9 confidential communications made or information given to or by a physician
10 regarding his/her physical, mental or emotional conditions, provided, however,
11 the Employer may request a written report specifically relating to the problem
12 involving the physician's report that the employee is unfit for duty, which report
13 shall be provided to the Employer by the employee as soon as practicable.

14 (i) The delicate balancing of rights of the employee and rights of the Employer are
15 the foundation of this Agreement.

16 **Section 19.09:** The leave provided for in this Article shall apply only to days that the
17 employee is regularly scheduled to work.

18 **Section 19.10:** Employees requesting sick leave (or employee's spouse) shall notify the
19 Department a minimum of one-half (1/2) hour prior to the commencement of any regularly
20 scheduled shift. Members of the Association who do not comply with the thirty (30) minute
21 provision shall be subject to the following discipline:

22 First Offense - Two (2) hours loss of pay.

23 Second Offense - Four (4) hours loss of pay.

24 Third and all subsequent offenses - Shall be subject to discipline as prescribed by the
25 Sheriff.

26 **ARTICLE XX - LEAVE OF ABSENCE WITHOUT PAY**

27 **Section 20.01:** The Sheriff may grant leave of absence without pay to an employee for a
28 period not to exceed four (4) calendar months. Employees shall be granted leaves of absences
29 when required by illness or disability and so indicated by a doctor for a period of up to one (1)
30

1 year, and may be extended, based upon a doctor's recommendation, by the Employer at its
2 discretion. Only the first thirty (30) days taken during the anniversary year of the employee shall
3 be allowed without affecting his anniversary date when used in computing the length of time
4 between salary step increases and in computing other fringe benefits except Wisconsin
5 Retirement. When an unpaid leave of more than thirty (30) days is taken, the employee's
6 anniversary date shall be moved ahead by the same number of days that the leave exceeds thirty
7 (30) days and re-established as follows for all payroll purposes:

8 (a) If said date falls on the first of the month; as of that date.

9 (b) If said date falls on any other date than the first; the first of the following month.

10 **Section 20.02:** An employee requiring a leave of absence shall make written application
11 to the Sheriff stating the reason and the commencement and termination dates of the leave of
12 absence. Any application for an early termination or further extension of a leave of absence shall
13 be made to the Sheriff on one (1) week's advance notice.

14 **Section 20.03:** Any employee who takes other employment while on leave or gives false
15 information to obtain a leave shall be subject to disciplinary proceedings.

16 17 **ARTICLE XXI - HAZARDOUS OCCUPATION LEAVE**

18 **Section 21.01:** A police officer directly involved in a shooting incident resulting in the
19 death or life threatening injury of another, or a police officer who uses force upon a person,
20 which results in death or great bodily harm to another, for the good of the service and the welfare
21 of the officer, shall either, at the option of the Sheriff, be temporarily relieved from all police
22 duty no later than the start of the next regularly scheduled duty day, or be temporarily assigned to
23 station house police duty, or civil process with all pay and benefits continuing.

24 The Sheriff shall immediately report such relief from duty or reassignment to the Civil
25 Service Commission by submission of a written report to the Secretary of the Civil Service
26 Commission. This report shall detail the identity of the officer or officers so relieved or
27 reassigned, and identify the incident causing such relief from duty or reassignment. Any officer
28 temporarily relieved or reassigned under this section remains a member of the department and
29 subject to all rules and regulations. Any officer temporarily relieved from all police duty will
30 remain in the area so as to be available during the ensuing investigation.

1 at the Employer's expense.

2 **Section 22.04:** If uniform changes are ordered, the cost of which exceed the uniform
3 allowance for the year in which the order is made, the County will pay that amount in excess of
4 the annual uniform allowance required to comply with the order (unless the change is by mutual
5 agreement with the Association in which case the County will not be obligated to pay in excess
6 of the regular uniform allowance).

7 **Section 22.05:** The employer will pay the uniform allowance in accordance with IRS
8 regulations and in the same way for all sworn employees.

9
10 **ARTICLE XXIII - INVESTIGATOR WEEKEND ON-CALL PAY**

11 **Section 23.01:** Whenever an Investigator is required to be on call for a weekend and
12 required to carry a beeper, or leave a phone number where he can be located, he shall be entitled
13 to on-call pay. Investigators shall receive one and one-half (1-1/2) hours at time and one-half for
14 each twenty-four (24) consecutive hours commencing at 12.01 a.m. that they are required to be
15 on standby and shall receive time and one-half (1-1/2) for all time worked when they are called
16 out commencing at the time that they leave their residence. Thereafter, all time will be at the
17 overtime rate.

18
19 **ARTICLE XXIV - SENIORITY**

20 **Section 24.01:** Seniority shall mean the status attained by length of continuous service in
21 the Sheriff's Department following the successful completion of an employee's probationary
22 period. The employee's continuous service date shall be retroactive to the last date the employee
23 entered County service in the Sheriff's Department. This will indicate time worked excluding
24 unpaid personal leave of absence exceeding thirty (30) days but including leave of absence
25 granted for military service, provided such employee complies with the requirements for re-
26 employment rights established by state law.

27 **Section 24.02:** Employees shall serve a probationary period of twelve (12) months. The
28 Employer will attempt to send probationary employees to recruit training school as soon as
29 possible after initial employment. During their probationary period, employees may be
30 discharged or laid off at the discretion of the Sheriff without regard to seniority or cause and

1 without recourse to the grievance procedure.

2 Effective January 1, 2006, employees promoted to the rank of Detective shall serve a one
3 (1) year probationary period. During the probationary period the employee may request or the
4 employer may order the employee back to the employee's previous rank, shift and assignment
5 without the employee having recourse to the grievance procedure.

6 For personnel who are hired or promoted on or after January 1, 2014, the probationary
7 period shall be eighteen (18) months.

8 **Section 24.03:** Seniority shall apply to vacations, layoffs, recalls from layoffs and shift
9 selection pursuant to Section 9.04.

10 **Section 24.04:** Employees shall lose their seniority for any of the following reasons:

11 (a) Discharge.

12 (b) Resignation, (any employee absent for two (2) consecutive scheduled workdays
13 without notifying the Employer of the reason for absence and who has no
14 legitimate reason for being absent from work shall be considered as having
15 resigned.)

16 (c) Retirement.

17 (d) Unexcused failure to return to work after expiration of a vacation period, leave of
18 absence or period for which Worker's Compensation was paid or failing to report
19 to work within two (2) weeks after notice of recall from layoff.

20 (e) On layoff for a continuous period of time equivalent to twenty-four (24) calendar
21 months.

22 **Section 24.05:** An employee voluntarily terminating his employment shall give at least
23 two (2) weeks written notice to the Sheriff and to the County Administrator, stating his last date
24 of employment.

25 **Section 24.06:** Notwithstanding any other section of the contract, vacancies on the road
26 patrol shall be posted for ten (10) days to allow Jail or Process personnel to sign for the position.
27 The position shall be awarded to the person with the most seniority. Jail or Process personnel
28 may not thereafter bump a less senior person from road patrol duties by the quarterly posting
29 process. Jail or Process personnel wishing to move to the road patrol must wait for the next
30 vacancy to be posted. The Sheriff may assign personnel to Process or the Jail on an as-need

1 basis. The Sheriff may reassign personnel to the Jail for purposes of closer supervision, which
2 reassignment shall not exceed forty-five (45) calendar days in one (1) year.

3
4 **ARTICLE XXV - EMPLOYEE DISCIPLINE**

5 **Section 25.01:** Employees who have completed the initial probationary period provided
6 for in Section 24.02 shall not be disciplined, suspended, demoted or discharged without just
7 cause. Just cause shall be deemed to include, without restriction by enumeration, incompetence
8 in the performance of his/her duties.

9 Written notice containing charges of misconduct likely to result in suspension, discipline,
10 demotion or discharge, and the date, time and place of hearing shall be personally served upon
11 the employee prior to hearing and deciding such charges. A copy of said notice shall be
12 delivered to the Grievance Committee.

13 **Section 25.02 - Bill of Rights:**

14 (a) Whenever an Association member is questioned by a superior officer in the
15 course of an investigation into allegations which, if true, would be good cause to
16 discipline, suspend, demote or discharge the Association member, he shall have
17 the following rights:

- 18 1. To be notified of the name and the official capacity, if any, of all persons
19 present during any questioning of him.
- 20 2. To be notified before the commencement of any such questioning that
21 allegations have been made which, if true, constitute good cause for
22 discipline, suspension, demotion or discharge.
- 23 3. To be notified prior to the commencement of questioning that he has the
24 right to the presence of an Association steward, or another member of the
25 Association, during the questioning.
- 26 4. To be notified prior to the commencement of questioning, if he is under
27 arrest, that he has the right to the presence of another member of the
28 Association, steward or an attorney of his choosing.
- 29 5. To be notified prior to the commencement of any questioning if the
30 conversation is being recorded by either party.

1 however, if the suspended employee challenges the discipline, there shall be no
2 loss of pay or benefits pending the findings of the Civil Service Commission or an
3 Arbitrator. The employee shall make a determination whether to contest his
4 discipline through the grievance procedure or Civil Service system within ten (10)
5 days of the notice of suspension. If the employee elects to use the grievance
6 procedure he and/or his representative shall file a written request pursuant to Step
7 4 of the grievance procedure, postmarked within the ten (10) days. A copy of the
8 request shall be sent to the County Administrator and the Sheriff. It is agreed that
9 employees who elect to grieve discipline shall voluntarily waive their rights to a
10 Civil Service hearing.

- 11 (c) The term "representative" shall mean that member of the Association appointed
12 by it to fulfill the functions enumerated in this Article.

13 **Section 26.02:** The grievance procedure shall consist of four (4) steps hereinafter set
14 forth.

- 15 (a) No grievance shall be made or recognized unless it is founded upon an alleged
16 breach of the terms and conditions of this Agreement. All grievances not initiated
17 or filed by the grievant or his representative, or the Association, within the
18 applicable time limits specified in this Article, shall be deemed abandoned. A
19 grievant may initiate, present, and process his grievance with or without a
20 representative or representatives. The Association may be a grievant in cases
21 where it feels that it has a collective grievance of its members.
- 22 (b) All time hereinafter set forth in this Article, unless otherwise specified, are regular
23 working days, and are exclusive of Saturdays, Sundays, and any holiday
24 recognized by this Agreement. All time requirements set forth in this Article may
25 be waived or extended by mutual agreement of the parties.
- 26 (c) A grievance affecting a group or class of employees may be submitted in writing
27 by the Association to the Sheriff directly and the processing of such grievance
28 shall commence at Step 2.
- 29 (d) Forms for written grievances shall be given appropriate distribution to facilitate
30 operation of the grievance procedure. The Association shall furnish said forms

1 originally. Sufficient copies may be produced on the Employer's copy machine
2 without charge.

3 (e) All decisions respective to written grievances will be in writing and shall be
4 transmitted to the grievant and to the Association.

5 (f) Upon receipt of Step 2 grievance, the Sheriff shall, as soon as possible, file a copy
6 of said grievance with the Chairman of Wage and Grievance Committee.

7 **STEP 1:** An officer, believing he has cause for a grievance, shall orally present
8 his grievance to the Chief Deputy (or the Chief Deputy's designee) within ten (10)
9 days of the incident or within ten (10) days of his securing knowledge thereof. In
10 no event shall any grievance be initiated more than twenty (20) days after the
11 occurrence of the event, excluding authorized absences of the grievant.
12 Thereafter, the grievant shall discuss the matter with the Chief Deputy. Such
13 discussion shall be held as soon as possible, but no later than forty-eight (48)
14 hours after the initiation of the grievance. If the grievance is not settled within
15 forty-eight (48) hours after such discussion to the satisfaction of the grievant, the
16 grievant shall reduce such grievance to writing and submit it to the Sheriff within
17 five (5) days after such discussion.

18 **STEP 2:** The Sheriff shall set a time for discussion of the grievance which shall
19 be within ten (10) days from the time of the presentation to him of the written
20 grievance by the grievant. The Sheriff shall give his decision in writing to the
21 grievant and his representative within ten (10) days of the date that the discussion
22 was held. Within ten (10) days, if the grievant is not satisfied with the Sheriff's
23 decision, he shall further process his grievance as provided in Step 3.

24 **STEP 3:** The grievant shall present his grievance in writing to the Law
25 Enforcement Committee. The Law Enforcement Committee, through its
26 chairman or his designee, shall attempt to make the necessary adjustment to
27 reconcile the grievance. In any event, the chairman or his designee shall be
28 required to respond in writing not less than fifteen (15) days from the date of
29 receiving the written grievance, to the grievant with a copy to the Chairman of the
30 Association Wage and Grievance Committee. If the grievance is not settled at

1 Step 3, the Association may take the matter to arbitration as herein provided.

2 **STEP 4**

3 (a) Not later than ten (10) days after the written response required in Step 3,
4 the parties shall attempt to mutually agree on an arbitrator. If the parties
5 cannot agree on an arbitrator then the Association can request the
6 Wisconsin Employment Relations Commission to submit a panel of five
7 (5) staff arbitrators from which the arbitrator shall be chosen. The parties
8 shall strike names alternately until only one (1) remains. The party
9 requesting the arbitration shall supply a copy of said request to the other
10 party involved in the grievance.

11 (b) The arbitrator shall have the authority to determine issues concerning the
12 interpretation and application of all Articles and Sections of this
13 Agreement. The arbitrator shall expressly confine himself to the precise
14 issue submitted for arbitration and shall have no authority to determine
15 any other issue not so submitted to him or to submit observations or
16 declarations of opinion which are not directly essential in reaching the
17 determination. The arbitrator shall neither add to, detract from nor modify
18 the language of this Agreement in arriving at a determination of any issue
19 presented. The arbitrator shall have no authority to grant wage increases
20 or wage decreases.

21 (c) The arbitrator so selected shall hold a hearing at a time and place
22 convenient to the parties within fifteen (15) days of the notification of his
23 selection, if possible, unless otherwise mutually agreed upon by the
24 parties. The arbitrator shall take such evidence as, in his judgment, is
25 appropriate for the disposition of the dispute. Statements of position may
26 be made by the parties, and witnesses may be called. The arbitrator shall
27 have initial authority to determine whether or not the dispute is arbitrable.
28 Once it is determined that a dispute is arbitrable, the arbitrator shall
29 proceed in accordance with this Article to determine the merits of the
30 dispute submitted to arbitration, and his decision shall be final and binding

1 upon all parties.

2 (d) In accordance with this Agreement, the decision of the arbitrator shall be
3 final and binding upon all parties.
4

5 ARTICLE XXVII - NO STRIKE

6 **Section 27.01:** The Association agrees that for the duration of this Agreement,
7 Association officers, representatives or members will not authorize, assist, support or engage in
8 any strike, work stoppage, slowdown, interruption of work or interference with operations of the
9 Employer. In the event of any strike, work stoppage, slowdown or interruption or impeding of
10 work the Employer shall notify the Association thereof and the Association shall give notice to
11 the employees involved that they are in violation of this Agreement and should end such strike,
12 work stoppage, slowdown, walkout, or interruption or impeding of work.
13

14 ARTICLE XXVIII - AMENDMENTS AND SAVINGS CLAUSE

15 **Section 28.01:** This Agreement may not be amended except by the mutual consent of the
16 parties in writing.

17 **Section 28.02:** If any provision of this Agreement shall be held invalid, the validity of
18 the remaining portions of this Agreement shall not be affected and the parties shall meet to re-
19 negotiate such invalid provisions.
20

21 ARTICLE XXIX - MAINTENANCE OF STANDARDS

22 **Section 29.01:** The Employer agrees that all conditions of employment relating to
23 wages, hours of work, overtime differentials and conditions of employment that are mandatory
24 subjects of bargaining shall be maintained at not less than the highest minimum standards in
25 effect at the time of signing of this Agreement, and the conditions of employment shall be
26 improved wherever specific provisions for improvement are made elsewhere in this Agreement.

27 **Section 29.02:** Any change in Department rules or regulations shall be posted in at least
28 two (2) conspicuous places ten (10) days prior to the effective date of any such change. A copy
29 of said change shall be given to the Association President as soon as practicable. The ten (10)
30 day time limit may be waived in case of emergency. Emergency changes in rules and

1 regulations shall be so designated.
2

3 **ARTICLE XXX - OTHER AGREEMENTS**

4 **Section 30.01:** Except as provided in Section 28.01 above or elsewhere in this
5 agreement, the Employer agrees not to enter into any other agreement, written or verbal, with the
6 members of the bargaining unit, individually or collectively which in any way conflicts with the
7 provisions of this Agreement.
8

9 **ARTICLE XXXI - INSURANCE**

10 **Section 31.01:** The Employer shall continue to provide false arrest insurance coverage
11 for employees. Such coverage shall be maintained at no less than the level in effect on January 1,
12 1977. The Employer shall provide reasonable liability insurance for all automobiles owned by
13 the Employer and used by the Sheriff's Department. Such liability insurance shall contain no
14 exclusion which limits the right of an employee to receive damages from a fellow employee.

15 **Section 31.02:** Every employee covered by this Agreement shall be saved harmless from
16 any and all liability which may arise against him during the good faith performance of such
17 employee's duties for false arrests, erroneous service of civil process, false imprisonment and
18 other hazards with which law enforcement officers are traditionally confronted. In the event that
19 any employee is confronted with a situation where it becomes necessary for him to defend
20 himself against such charges as those enumerated herein above, he may have the services of the
21 Corporation Counsel, or an attorney provided by the Employer's insurance carrier made available
22 to him, who shall undertake the defense of such charges. In the event the insurance carrier
23 and/or County decline representation, Section 895.46 of the Statutes would control. Costs of the
24 trial or other cost connected with the defense of charges made against the employee shall be
25 reimbursed by the Employer to the employee. The employee will be compensated at his regular
26 rate of pay for any time which is required of him to be away from his employment duties for
27 depositions, trial, or other hearings necessary in connection with his defense of such charges as
28 referred to herein above. A judgment for money damages, including costs and attorneys' fees of
29 a plaintiff or claimant in such a matter, will be paid for by the Employer, or the Employer's
30 liability carrier, without the employee being in peril of having his property subject to execution

1 or other collection device. Judgment amounts for punitive damages are excluded from this
2 provision.

3
4 **ARTICLE XXXII - CONDITIONS OF AGREEMENT**

5 **Section 32.01:** This Agreement constitutes the entire agreement between the parties, and
6 no verbal statement shall supersede any of its provisions.

7 **Section 32.02:** Each party agrees that the other shall not be obligated to bargain
8 collectively with respect to any subject or matter during the term of this Agreement which is
9 covered in this Agreement.

10
11 **ARTICLE XXXIII - RESIDENCY**

12 **Section 33.01:** Employees covered under this agreement shall not be subject to any residency
13 requirements except for those employees who volunteer to participate in the SWAT, MAIT,
14 CERT or hostage negotiator. These employees must reside in the County or in the corporate
15 limits of any municipality that is split by Jefferson County boundaries.

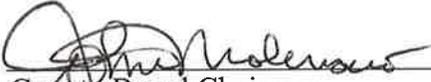
16
17 **ARTICLE XXXIV - DURATION**

18 **Section 34.01:** This Agreement shall become effective January 1, 2014 and shall remain
19 in full force and effect up to and including December 31, 2016, and shall continue in full force
20 and effect thereafter until a successor Agreement is reached. Either party wishing to negotiate a
21 successor agreement shall notify the other party in writing on or about September 1st in the last
22 year of the Agreement. Thereafter the parties shall mutually agree to a date to exchange
23 proposals.

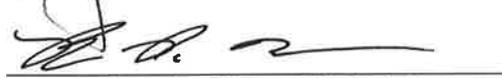
1 Signed this 20th day of March, 2014.

2
3 **JEFFERSON COUNTY**

**JEFFERSON COUNTY LAW
ENFORCEMENT OFFICERS
ASSOCIATION, LOCAL 102**

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6
7 
8 County Board Chairman


Dave Drayna, President

9
10 
11 Ben Wehmeier, County Administrator


Tim Behselich, Bargaining Member

12 
13 Philip Ristow, Corporation Counsel


Paul Schultz, Bargaining Member

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15 
16 Tim Steinbach, Bargaining Member

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18 Chad Roberts, Bargaining Member

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20 
21 Ryan McIntyre, Bargaining Member

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23 Benjamin M. Barth, Labor Consultant
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25
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APPENDIX A - WAGES

Effective December 29, 2013 – 2.5%

Job Title	Grade	A Start	B 6 months	C 1.5 years	D 2.5 years	E 3.5 years
Deputy Sheriff-Patrol/Jail	27	23.79	24.52	25.37	26.14	27.09
Detective	28	28.55	29.02	29.14	29.26	29.38
Deputy - Part-time	29	17.07				

Effective December 28, 2014 2.5%

Job Title	Grade	A Start	B 6 months	C 1.5 years	D 2.5 years	E 3.5 years
Deputy Sheriff-Patrol/Jail	27	24.38	25.13	26.00	26.79	27.77
Detective	28	29.26	29.75	29.87	29.99	30.11
Deputy - Part-time	29	17.50				

Effective December 27, 2015 – 3.0%

Job Title	Grade	A Start	B 6 months	C 1.5 years	D 2.5 years	E 3.5 years
Deputy Sheriff-Patrol/Jail	27	25.11	25.88	26.78	27.59	28.60
Detective	28	30.14	30.64	30.77	30.89	31.01
Deputy - Part-time	29	18.03				

*Part-time employees will be not be entitled to any benefits except bereavement leave, the WRS contribution to be paid in accordance with Section 15.01 above and overtime, which shall be received when they work over ninety-two (92) hours of straight time in a fifteen-day work cycle, said overtime to be paid at the rate of time and one-half (1-1/2).

**Retroactive payment only applies to employees still employed by the County at final ratification.