

AGREEMENT

Between

OCONTO COUNTY

And

OCONTO COUNTY SHERIFF'S DEPARTMENT SUPERVISORS

January 1, 2015 – December 31, 2017

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AGREEMENT

THIS AGREEMENT is made and entered into according to the provisions of Section 111.70(8) of the Wisconsin Statutes, with Oconto County as the Employer (County) and the Supervisors of the Oconto County Sheriff's Department (hereinafter referred to as the "Supervisors").

ARTICLE 1 WORK SCHEDULE

The lieutenants shall work a 2 on/2 off, 3 on/2 off, 2 on/ 3 off, (14 day cycle) with twelve (12) hour work shifts. Time beyond the forty-two (42) hours per week shall be compensated at time and a half or such time shall be credited to a compensatory time account to a maximum of two hundred forty (240) hours at the option of the Supervisor. The supervisor shall have the option of cashing out the accumulated compensatory time at anytime in any and all compensatory time shall be closed off upon the retirement of any supervisor

Upon a two (2) day notice, lieutenants may have a work shift switched from day to night for no shorter than one (1) work period [three (3) days or two (2) days] to accommodate the Director of Police Services taking a day shift to fill in for illness, vacation or other anticipated absences of lieutenants.

ARTICLE 2 GRIEVANCE PROCEDURE

The County shall have the right to suspend, discharge or take other disciplinary action against supervisors for just cause.

Disputes regarding any disciplinary action, suspension or discharge may be submitted to grievance arbitration under the following procedure:

Step 1. The grievance shall be in writing and shall be filed with the Sheriff within ten (10) working days after the supervisor knew or should have known of the event which took place causing said alleged grievance. The Sheriff shall respond in writing to said grievance within ten (10) working days and shall furnish copies of said response to the grievant.

Step 2. In the event the grievance has not been settled, the grievant may appeal the Sheriff's decision to the Personnel and Wages Committee; the same to be filed with the Sheriff and Administrative Coordinator in writing ten (10) working days after the decision of the Sheriff. The Personnel and Wages Committee shall make and file its written decision within ten (10) working days; written copies of the same are to be furnished to the grievant.

Step 3. If the grievance is not settled under Step 2, the grievant may request that the same be submitted to arbitration; said request shall be in writing and shall be filed with the Administrative Coordinator of Oconto County and the Chairman of the Personnel and Wages Committee within ten (10) working days after the decision of the Personnel and Wages Committee.

Step 4. The request for arbitration shall be made with the WERC by the Supervisors to have a member of its staff appointed as the arbitrator to hear the case. The arbitrator's award shall be final and binding upon both parties and the arbitrator shall have no authority to alter in any way or add to the provisions of the Agreement. Each party shall bear equally the cost of the arbitrator.

ARTICLE 3 **RETIREMENT**

The County will pay the employee's contribution to the Wisconsin Retirement Fund. Effective the pay period which begins on February 22, 2015 the above is replaced with the following:

The County will participate in the Wisconsin Retirement System for the employees. Employee's shall pay the entire employee-required WRS contribution established for protective occupation participants with Social Security, but no more than the general employee contribution rate, as set forth in Wis. Stat. § 40.05(1)(a).

ARTICLE 4 **HEALTH AND DENTAL INSURANCE**

The County agrees to pay fifty percent (50%) of the cost of the family or employee plus one coverage premium of the Dental Insurance Program as adopted by the County Board; and 100% of the cost of the single subscriber premium for all employees covered by this Agreement.

The County agrees to pay ninety percent (90%) of the monthly premium of the Medical Insurance Plan as adopted by the County Board.

The County will establish a Section 125 Flexible Spending Plan and contract with a third party administrator to administer the plan.

Upon retirement of an employee pursuant to the Wisconsin Retirement System, the employee, spouse or dependent(s) or surviving spouse and dependent(s) of employees who have died during the course of their employment with the County will be eligible to participate in the County's health and dental program until the employee or spouse is eligible for Medicare or other

group coverage. The County shall contract with an insurance carrier, which provides benefits to retirees; however, if no insurance carrier will cover retirees, the County shall not be responsible to provide insurance benefits to retirees. The total premium of this coverage's will be the responsibility of the retiree or spouse.

Oconto County agrees to participate in the Post Employment Health Plan (PEHP) for the employees.

ARTICLE 5
LIFE & DISABILITY INSURANCE

The Employer agrees to provide life insurance, under the Wisconsin Public Employees Group Life Insurance Plan, with supplemental and additional life coverage with a twenty-five percent (25%) post age sixty-five (65) final benefit.

The County agrees to adopt the State of Wisconsin Long Term Disability Income plan with a ninety (90) day waiting period.

ARTICLE 6
VACATIONS

All supervisors shall be eligible for vacation as of January 1 of each year. Newly hired supervisors from outside the County shall be given a prorated vacation for months worked prior to January 1, however, said new supervisors shall not be eligible for vacation in the event he/she quits or is discharged prior to January 1 of his/her first year of employment. To adjust all vacations on a calendar year basis as of January 1st and for the purpose of computing earned vacation time, any initial employment of less than four (4) months shall not be credited as a part of service, however, employment of four (4) months or more shall be credited as a full year of service. Employees may carry over one (1) week of unused vacation on a yearly basis.

Lieutenants shall be entitled to the following vacations:

Five (5) days after one (1) year of service [sixty (60) hours].

Ten (10) days after two (2) years of service [one-hundred twenty (120) hours].

Twelve (12) days after seven (7) years of service [one hundred forty-four (144) hours].

Sixteen (16) days after fifteen (15) years of service [one hundred ninety-two (192) hours].

Twenty (20) days after twenty-five (25) years of service [two-hundred forty (240) hours].

Twenty-one (21) days after twenty-six (26) years of service [(252) hours].

Twenty-two (22) days after twenty-seven (27) years of service [(264) hours].

Twenty-three (23) days after twenty-eight (28) years of service [(276) hours].

Twenty-four (24) days after twenty-nine (29) years of service [(288) hours].

Twenty-five (25) days after thirty (30) years of service [(300) hours].

Vacations shall be taken within department needs and such shall be allocated on the basis of seniority in the department among lieutenants, to be scheduled by the Sheriff. A vacation day for Sheriff's lieutenants shall be twelve (12) hours.

ARTICLE 7 **SICK LEAVE**

Lieutenants will be granted sick leave at a rate of one (1) day (12 hours) for each month of service to a total of ninety (90) days (1080 hours).

Sick leave may be used by the lieutenants for appointments for the doctor, dentist, osteopath, chiropractor or optometrist or for illness in the immediate family, defined as spouse and children. Any supervisor who has accumulated the maximum amount of sick leave hours according to this section of the Agreement and maintains the maximum amount of sick leave for one (1) full year (from the date the maximum hours are earned) shall be paid according to the following schedule for each year that the maximum amount of sick leave is maintained.

Any lieutenant who has accumulated maximum sick leave for one (1) full year from the date the maximum hours are earned shall be paid sixty (60) hours pay for each year that the maximum amount of sick leave is maintained.

In order to be granted sick leave, a supervisor must:

1. Report promptly to the Sheriff or chief deputy the reason for his absence.
2. Keep the Sheriff or chief deputy informed of his /her condition.
3. Permit the County to make such medical examinations or nursing visits as it deems desirable.

A sick day for a regular full-time Sheriff's lieutenant shall be twelve (12) hours.

Upon the supervisors retirement under the Retirement Act of the State of Wisconsin all accrued sick leave shall be put into a post employment health plan with such funds being used for insurance payments at the group rates and any other medical expenses which are allowable under the guidelines specified in such post employment health plan.

ARTICLE 8
FUNERAL LEAVE

Employees are to be allowed to take up to three (3) days funeral leave with pay in the event of death in the immediate family for the purpose of planning or attending the funeral.

Immediate family shall be defined as: spouse or the following relative of the employee or spouse - children, step-children, parents, step-parents, parents-in-law, grandparents, grandchildren, step-grandchildren, brothers, step-brothers, sisters, step-sisters, brothers-in law and sisters-in-law.

An employee is to be granted funeral leave with pay for the purpose of attending the funeral of a member of the employee's extended family. Said leave is not to exceed one (1) day for any one funeral.

Extended family shall be defined as: great grandparents, aunts, uncles, nieces, nephews, and foster children residing with the employee.

Employees who have accumulated sick leave may convert one day of earned sick leave to funeral leave in the event of death not covered above.

If additional funeral leave is necessary, an employee may use other leaves, such as sick, vacation or comp time, if approved by the department head.

ARTICLE 9
HOLIDAYS

Supervisors shall be granted the following holidays:

One (1) Floating Holiday
New Year's Day
Friday before Easter
Easter
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day
Christmas Eve
Christmas Day

The supervisors shall have the option to receive compensatory time off in lieu of being paid for any holiday. If a lieutenant is required to work on a holiday, he/she shall receive time

and one-half (1-1/2) for time worked. Compensatory time off shall be taken within departmental needs as designated by the Sheriff.

Supervisors shall notify the Sheriff two (2) weeks prior to taking the Floating Holiday. A holiday for lieutenants shall be twelve (12) hours.

ARTICLE 10
WORKER'S COMPENSATION

Any supervisor who is injured on the job and entitled to worker's compensation benefits shall receive his/her normal weekly pay based on a normal work week provided that, in return for receipt of such pay, he/she endorses over to the Employer his/her worker's compensation benefit checks. However, it is mutually agreed that this provision applies only to those supervisors who are injured in the course of their employment and who, as a result of such injury, are disabled from work for a period of at least thirty (30) days. The Employer shall commence paying the injured supervisor his/her normal weekly pay on the 31st day of the supervisor's disability, up to and included the 90th day of the supervisor's disability.

ARTICLE 11
LONGEVITY PAY

After five (5) years of service, each supervisor shall receive longevity pay in the amount equal to three percent (3%) of his monthly wage multiplied by the number of years of service of each supervisor. Such longevity pay shall be paid on the anniversary of said supervisor's date of employment in each year.

All current employees as of December 31, 1996 shall retain the current longevity program. New employees hired as of 01/01/97 and thereafter shall receive the following longevity program:

After five (5) years:	\$300 annually
After ten (10) years:	\$375 annually
After fifteen (15) years:	\$450 annually
After twenty (20) years:	\$525 annually

ARTICLE 12
DAMAGE TO PERSONAL PROPERTY

Supervisors will be reimbursed for the cost of replacement of clothing, watches & jewelry (up to \$100), and eyeglasses damaged or destroyed in the line of duty, and not attributable to the negligence of the supervisor.

Supervisors will be reimbursed for personal weapons damaged in the line of duty which have been authorized by the Sheriff.

ARTICLE 13
PAYROLL DEDUCTIONS

Employees are required to participate in payroll direct deposit.

The County shall offer a deferred compensation program to employees.

ARTICLE 14
SCHOOLING

The County shall offer a minimum of the mandatory required hours of schooling in Police Science or Correctional courses per year per supervisor. Straight time rate of pay shall be paid to supervisors attending such school, outside of their regular scheduled work hours. The determination as to courses and the scheduling of the same shall be made by the Sheriff.

Supervisors who attend school and take accredited Police Science courses on their own time shall have the cost of tuition and class fees reimbursed by the County upon successful completion of each course.

ARTICLE 15
MUTUAL AID PAY

Time worked outside of the supervisors' regular work schedule for other municipalities is a part of a mutual aid arrangement shall be compensated at time and one-half (1-1/2).

ARTICLE 16
WAGES

Sheriff Supervisors Pay Rates

<u>Effective Date</u>	<u>Pay Rate</u>
12-29-13	\$26.56
2-22-15	\$28.37
6-28-15	\$28.49
12-27-15	\$29.06
12-25-16	\$29.64
Shift Rates	.65 per hour for worked performed between the hours of 6 pm and 6 am

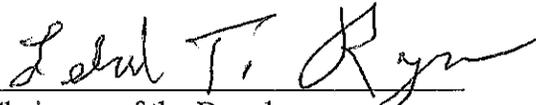
ARTICLE 17
TERM OF AGREEMENT

THIS AGREEMENT shall be binding upon the parties effective from the first day of January, 2015 to and including the 31st of December, 2017. If any party desires to negotiate any changes in this Agreement to become effective after the end of the term thereof, or any extension thereof, they shall notify the other parties in writing of their desire to enter into such negotiations prior to July 15th of the year in which the Agreement terminates.

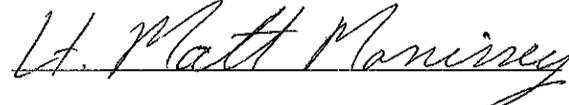
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 19th day of February, 2015

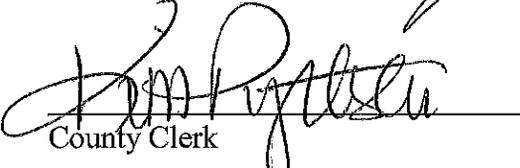
OCONTO COUNTY

SHERIFF SUPERVISORS

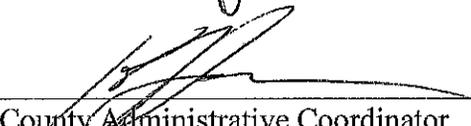


Chairman of the Board





County Clerk



County Administrative Coordinator