

Agreement between the  
COUNTY OF OCONTO  
And the  
OCONTO COUNTY SHERIFF'S DEPUTIES ASSOCIATION



2015-2017

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## **AGREEMENT**

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

### **ARTICLE 1**

#### **RECOGNITION**

The County agrees to recognize the Wisconsin Professional Police Association/Law Enforcement Employee Relations Division as the exclusive bargaining agent for all full-time and regular part-time deputies and investigators of the Sheriff's Department employed by the County, excluding the Sheriff and the Director of Police Services, supervisory, managerial, confidential and other employees without the power of arrest, in the matter of wages, hours and working conditions. Prior to any negotiations the County shall be furnished with a list of the bargaining agents for the unit.

Part-time employees shall receive benefits on a quarterly pro rata basis.

### **ARTICLE 2**

#### **PURPOSE OF AGREEMENT**

It is the intent and purpose of the parties hereto that this Agreement shall promote and improve working conditions between the County and the Oconto County Sheriff's Deputies Bargaining Unit, and to set forth herein rates of pay, hours of work, and other terms and conditions of employment to be observed by the parties hereto. In keeping with the spirit and purpose of this Agreement, the County agrees that there shall be no discrimination by the County against any employee covered by this Agreement because of his membership or activities in the Unit, nor will the County interfere with the right of such employees to become members of the Unit. The County retains all rights, power and authority that it had prior to this Agreement.

## ARTICLE 3

### GRIEVANCE PROCEDURE

Section 1. A grievance is defined as a dispute concerning the interpretation, application or administration of the Agreement. Grievances shall be processed during working hours. Reasonable time spent in the conduct of grievances shall not be deducted from the pay of the Grievance Committee. The grievance procedure shall be as follows:

Step 1. The grievance shall be in writing and shall be filed with the Sheriff or his agent within ten (10) working days after the employee 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 and the Bargaining Unit.

Step 2. In the event the grievance has not been settled, the grievant or the Bargaining Unit 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 Department Head. 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 and the Bargaining Unit.

Step 3. If the grievance is not settled under Step 2, the grievant or the Bargaining Unit 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 and the Wisconsin Employment Relations Commission within thirty (30) calendar days after the date of the decision of the Personnel and Wages Committee. Failure to provide notice of the submission of the grievance to arbitration within a thirty (30) day period shall be deemed a withdrawal of the grievance. Waiver of the time frame by the County shall not constitute a waiver of any future noncompliance with contractual time limits.

Section 2. The request for arbitration shall be made to the WERC to have a member of its staff appointed as the arbitrator to hear the case. The arbitrator's award shall be final and binding on both parties and the arbitrator shall have no authority to alter in any way or add to the provisions of this Agreement. Each party shall bear equally the cost of the arbitrator.

Section 3. The Bargaining Unit shall have the right to have present the aggrieved employees and any other Bargaining Unit representatives at all meetings for the purpose of resolving the grievance. Grievances shall be presented for adjustment without fear of penalty to the employee aggrieved. No employee shall be caused to suffer loss of pay on account of carrying out the provisions of this grievance procedure.

#### **ARTICLE 4**

##### **HOURS**

The work week of the Investigators shall consist of forty-two (42) hours.

The average work week for Patrol Deputies shall consist of forty-two (42) hours. The permanent non-rotating work schedule shall be two (2) days on duty, followed by two (2) days off duty, followed by three (3) days on duty, followed by two (2) days off duty, followed by two (2) days on duty, followed by three (3) days off duty, (14 day cycle) with twelve hour work shifts. This schedule will not violate the Fair Labor Standards Act. The following are the standard shift starting times:

1 <sup>st</sup> Shift:	6:00 AM
2 <sup>nd</sup> Shift:	6:00 PM

For purposes of this Article, Patrol Deputies shall select their annual shift preference by seniority October 15<sup>th</sup> through November 15<sup>th</sup> of each year and said selection shall become effective on or about January 1<sup>st</sup> of the following year depending on the schedule rotation.

The work schedule for Court Security Deputy shall be Monday through Friday with a forty-two (42) hour work week. The normal work week of the Recreational Officer shall consist of forty two (42) hours and be posted one month in advance.

Work schedules for the Patrol Deputies shall be prepared and posted at least two (2) weeks prior to when such is to be worked and shifts may be changed up to one (1) week prior to when such is to be worked.

The County shall have the right to hire part-time "floater" personnel on an as-needed flexible schedule to fill in for Road Deputy shifts for the purpose of alleviating overtime. The County shall negotiate the impact of such positions such as wages, hours, benefits, and impact on vacations and/or other compensatory time available for other bargaining unit personnel as a result of such change.

## ARTICLE 5

### SALARY AND OVERTIME

Any hours worked in excess of the regularly scheduled work week or work day shall be paid at the rate of time and one-half (1-1/2) of the employees regular hours pay. In the event an employee is called in for work during his normal off-duty time, he shall be compensated for a minimum of two (2) hours at time and one-half (1-1/2). In the event an employee is called in for work between 10:00 PM and 6:00 AM he shall be compensated for a minimum of two (2) hours of double time or actual hours worked at time and one-half (1-1/2), whichever is greater. Specifically, overtime Patrol shift/hours shall be distributed in the following manner: Should an overtime shift/hours become available with less than 48 hours notice to the department, the Lieutenant shall fill the overtime shift/hours as soon as practical, contacting available off duty Deputies based on seniority, with message to be left, but no guarantee that shift will be available upon call back. The overtime shift/hours shall then be filled by the first responding Deputy willing to work the overtime shift/hours. Should it become necessary to fill an overtime shift/hours with more than 48 hours notice, Lieutenants shall fill the overtime shift/hours by contacting the most senior off duty Deputy allowing that deputy eight (8) hours to respond once a message has been left with an answering service. After eight (8) hours, with no response from the most senior deputy, the Lieutenant shall then offer the overtime shift/hours to the next available senior Deputy until the overtime shift/hours is filled. If the overtime shift/hours still cannot be filled, the Sheriff may reasonably determine the appropriate means in which to fill the overtime shift/hours. Employees working overtime shall have the option of being paid overtime or crediting such time to a compensatory time account to 480 hours. An employee with more than 240 hours of comp time at the end of the first payroll period in December shall be paid for the hours over 240 on that payroll period check. An employee shall have the option of cashing out the remaining accumulated compensatory time at the end of any year (December). All compensatory time shall be closed out upon retirement of any employee. New employees whose probationary employment, which is for 18 months, is in effect when base salaries (18 months) are increased shall be adjusted to the corresponding salary level. New employees shall be hired at ten percent (10%) below the base salary of the classification. After six (6) months, the employee's salary shall be adjusted to five percent (5%) below base salary of his classification. After

eighteen (18) months, an employee shall be adjusted to the base salary of his classification. If federal legislation or judicial decision would require a method of calculation that would result in a different method of interpreting the average work week in such a manner as to guarantee overtime within the existing work week, the parties agree to immediately renegotiate so that a work week within the limits prior to the requiring of overtime payment shall be reached, and in no case would overtime be paid for work performed within the limits outlined above.

**ARTICLE 6**  
**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 7**  
**HEALTH AND DENTAL INSURANCE**

The County agrees to pay fifty percent (50%) of the cost of the family and employee plus 1 coverage premium of the existing Dental Insurance Program; and up to an equivalent dollar amount of the family coverage toward 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 PPO Plan approved by the County Board for the WPPA Union Employee may select another approved GHT Plan but the County will only pay the equivalent of 90% of the approved WPPA GHT Plan.

The County shall provide a Health Reimbursement Account (HRA) for each employee participating in the health insurance plan, each January 1<sup>st</sup>,

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.

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 these coverage's will be the responsibility of the retiree or spouse.

Oconto County agrees to participate in the Voluntary Employee Beneficiary Association (VEBA) or similar tax advantaged plan for the employees. Upon termination of employment for any reason 100% of the Employee's accumulated sick leave and vacation and any other time allowed by law that would have been otherwise paid to the Eligible Employee had the Employer not participated in the Plan shall be contributed pursuant to the terms and conditions of the Plan.

## **ARTICLE 8**

### **SCHOOLING**

The County shall offer a minimum of forty (40) hours of schooling in Police Science courses per year per officer. Straight time rate of pay shall be paid to officers 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 or Director of Police Services.

Officers 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.

In order to be eligible for and maintain promotion an officer must attend a minimum of forty (40) scheduled hours of schooling per year in each of the previous five (5) years and in subsequent years. The Director of Police Service shall discuss training programs with Union representatives prior to establishing the programs for the upcoming year.

## **ARTICLE 9**

### **VACATIONS**

All employees shall be eligible for vacation as of January 1 of each year. New employees shall be given a prorated vacation for months worked prior to January 1, however, said new employees 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 shall be entitled to the following vacations:

Patrol Deputies: (1 day = 12 hours)

- After (1) year of service – 60 hours vacation
- After (2) years of service – 120 hours vacation
- After (7) years service – 144 hours vacation
- After (15) years service – 192 hours vacation
- After (25) years service – 240 hours vacation
- After (26) years service – 252 hours vacation
- After (27) years service – 264 hours vacation
- After (28) years service – 276 hours vacation
- After (29) years service – 288 hours vacation
- After (30) years service – 300 hours vacation

Investigators/Court Security: (1 day = 8.5 hours)

After (1) year service – 42.5 hours vacation

After (2) years service – 85 hours vacation

After (7) years service – 127.5 hours vacation

After (15) years service – 170 hours vacation

After (25) years service – 212.5 hours vacation

After (26) years service – 221 hours vacation

After (27) years service – 229.5 hours vacation

After (28) years service – 238 hours vacation

After (29) years service – 246.5 hours vacation

After (30) years service – 255 hours vacation

Vacations shall be taken within department needs and such shall be allocated on the basis of seniority in the department among employees, to be scheduled by the Sheriff. Regular part-time employees shall receive prorated vacation. A vacation day for Sheriff's deputies shall be 12 hours. A vacation day for investigators and Court Security Deputies shall be 8.5 hours.

Employees may carry over one (1) week as defined as follows of unused vacation on a yearly basis.

Patrol Deputies: (1 week = 60 hours)

Investigators/Court Security: (1 week = 42.5 hours)

## **ARTICLE 10**

### **SICK LEAVE**

Employees will be granted sick leave with pay at the following rates:

Sheriff's deputies - 12 hours for each month of service to a total of 1080 hours.

Investigator/Court Deputy - 8-1/2 hours for each month of service for a total of 765 hours.

Sick leave may be used by the employee for appointments for the doctor, dentist, osteopath, chiropractor or optometrist or for illness in the immediate family, defined as spouse and children. Any employee 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.

12 hour employees - 60 hours pay.

8-1/2 hour employees - 42.5 hours pay.

In order to be granted sick leave, an employee must:

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

Regular part-time employees shall receive prorated sick leave. A sick day for a regular full-time Sheriff's deputy shall be 12 hours. A sick day for a regular full-time investigator shall be 8.5 hours and 8.5 hours for Court Security Officer.

## **ARTICLE 11**

### **HOLIDAYS**

Employees shall be granted the following holidays:

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

The employees shall have the option to receive compensatory time off in lieu of being paid for any holiday. If an employee is required to work on a holiday, he 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.

Employees shall notify the Sheriff two (2) weeks prior to taking the Floating Holiday. A holiday for Sheriff's deputies shall be 12 hours. A holiday for investigators shall be 8.5 hours. A holiday for court security deputies shall be 8.5 hours.

## **ARTICLE 12**

### **BEREAVEMENT 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 13

### LONGEVITY PAY

After five (5) years of service, each employee 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 employee. Such longevity pay shall be paid on the anniversary of said employee'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 January 1, 1997 and thereafter shall receive the following longevity program:

After five (5) years:	\$300.00 annually
After ten (10) years:	\$375.00 annually
After fifteen (15) years:	\$450.00 annually
After twenty (20) years:	\$525.00 annually

## ARTICLE 14

### UNIFORMS AND EQUIPMENT

Patrol vehicles shall be equipped with air conditioning and other equipment deemed necessary by the Sheriff to safely perform the duties of a Deputy Sheriff.

All sheriff deputies shall be responsible for being properly dressed and equipped when functioning as a Deputy Sheriff. The Sheriff shall determine and advise deputies of all required uniform items and equipment necessary to function as a deputy. Deputies are responsible for maintaining their uniforms and equipment in a satisfactory condition. Uniformed deputies are required to wear bullet resistant vests at all times while on duty with limited exceptions as authorized by the Sheriff or his designee.

Initial Issue: The County will provide new full time and part-time deputies with the uniform and equipment items listed below at the time of hire. The items listed below are subject to change depending upon Sheriff's Office policies and procedures.

Items furnished by the County at the time of hire:

<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>
2-Long sleeve patrol shirts	1-Duty weapon	1-Holster (w/tac-light)
2-Short sleeve patrol shirts	3-Magazines	1-Double mag holder
2-Pair class A pant	1-Weapon mounted light	1-Handcuff case
2-Pair class B pant	1-Taser	1-OC case
1-Pair black duty boots	1-Expandable baton	1-Radio holder
1-Tie	2-Handcuffs w/keys	1-Flashlight ring/holder
1-Felt hat	1-Leg irons	1-Key holder
1-Winter hat	1-Bullet resistant vest	4-Belt keepers
1-Rain coat	(unexpired)	1-Duty belt (w/inner) black – no leather
1-Winter coat/parka-no leather	4-Badges	1-Glove holder
1-Mild weather coat- no leather	2- Shirt	1-Taser holder
2-Name tags	1-Wallet	1-Baton holder
2-Collar pins	1-Hat	2-Traffic Safety Vests
1-Whistle & chain	Patches and insignia	
	1-OC spray	

The County will repair or replace the items in Column 2 and Column 3 as deemed necessary by the Sheriff or his designee provided that such repair or replacement is not the result of misuse or abuse by the Deputy.

Damage to Uniform or Personal Property In The Line Of Duty: Uniforms, equipment and personal items damaged in the line of duty may be replaced or repaired by the County upon submitting a written request to the Sheriff, or his designee (see also ARTICLE 15).

Return of Uniforms and Equipment: All items provided to deputies by the County as part of the initial uniform and equipment issue or otherwise shall remain the property of the County. If a Deputy resigns, retires or has his or her employment with the County terminated for any reason, all uniform and equipment items provided to the deputy must be returned to the County.

## **ARTICLE 15**

### **DAMAGE TO PERSONAL PROPERTY**

Employees will be reimbursed for the cost of replacement of clothing, watches and jewelry (up to \$100.00), eyeglasses and hearing aids damaged or destroyed in the line of duty, and not attributable to the negligence of the employee.

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

## **ARTICLE 16**

### **COURT TIME**

Employees shall be compensated for a minimum of two (2) hours call-in pay for any scheduled court appearance which is canceled, or for any reason the officer is not required to appear, unless he is notified of such cancellation or the fact that it is not necessary for him to appear prior to 6:00 p.m., of the employee's last regular working day before such scheduled court appearance.

## **ARTICLE 17**

### **RULES AND REGULATIONS**

The rules and regulations for the Oconto County Sheriff's Department shall be as set forth in the "Rules and Regulations Governing Oconto Sheriff Department."

## **ARTICLE 18**

### **MARKSMANSHIP**

The Sheriff shall schedule and hold marksmanship training sessions for sworn officers at regular intervals, and the County shall supply sufficient ammunition to each employee for this purpose. Employees who attend on off-duty time shall be paid for a minimum of two and one-half (2-1/2) hours at the time and one-half (1-1/2) rate of pay.

There shall be three (3) shoots a year with each having two (2) hours of daylight shooting and two (2) hours of nighttime shooting.

## **ARTICLE 19**

### **BARGAINING UNIT ACTIVITY**

The Bargaining Unit agrees to conduct its business off the job as much as possible. This Article shall not operate as to prevent the Bargaining Unit representative from the proper conduct of any grievance in accordance with the procedures outlined in this Agreement, and shall not work to prevent certain routine business, such as the posting of Bargaining Unit notices and bulletins and like duties. The County agrees to make the necessary spaces available for the posting of Bargaining Unit notices and bulletins. Agents and representatives of the Bargaining Unit, having business with the officers or individual members of the Bargaining Unit, may confer with such officers or members during the course of the working day for a reasonable time, provided that permission is first obtained from commanding officer, or superior officer, of that Bargaining Unit. The County hereby agrees not to deduct such reasonable time from the pay spent in the conduct of a grievance. The negotiating committee of the Bargaining Unit shall be limited to no more than two (2) members.

## **ARTICLE 20**

### **MANAGEMENT RIGHTS**

The County possesses the sole right to operate County government and all management rights repose to it, subject only to the provision of this Contract and applicable law. These rights include, but are not limited to the following:

- A. To direct all operations of the County;
- B. To establish reasonable work rules and schedules of work with the Sheriff. Approval of schedule and shift changes must be obtained from the Law Enforcement/Judiciary and the Personnel and Wages Committee, who shall negotiate such changes with the Union;
- C. To hire, promote, transfer, schedule and assign employees to positions within the County;
- D. To suspend, demote, discharge and take other disciplinary action against the employees;
- E. To relieve employees from their duties because of lack of work or any other legitimate reasons;

- F. To maintain efficiency of County government operations;
- G. To take whatever action is necessary to comply with State or Federal law;
- H. To introduce new or improved methods or facilities;
- I. To change existing methods or facilities;
- J. To determine the kinds and amounts of services to be performed as pertains to County government operation, and the number and kinds of classifications to perform such services;
- K. To determine the methods, means and personnel by which County operations are to be conducted;
- L. To take whatever action is necessary to carry out the functions of the County in situations of emergency.

## **ARTICLE 21**

### **AMENDMENT**

This Agreement is subject to amendment, alteration, or addition only by a subsequent written agreement between the County and the Bargaining Unit where mutually agreeable. The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of its terms and conditions.

## **ARTICLE 22**

### **SAVINGS CLAUSE**

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

## **ARTICLE 23**

### **NO OTHER AGREEMENT**

The County agrees not to enter into any other Agreement, written or verbal, with members of the Bargaining Unit individually or collectively, which in any way conflicts with the provisions of the Agreement.

## **ARTICLE 24**

### **CHANGES**

If either party desires to negotiate any changes in this Agreement to become effective after the end of the term thereof, or any extension thereof, they should notify the other party in writing of their desires to enter into such negotiations prior to July 15, 2017.

## **ARTICLE 25**

### **DUES DEDUCTION, FAIR SHARE**

The Employer agrees that effective the first pay day following Wisconsin Employment Relations Commission certification it will deduct from the earnings of all employees in the collective bargaining unit the amount of money certified by the Union as being the monthly dues uniformly required of all members and pay said amount to the Treasurer of the Union on or before the end of the month. Changes in the amount of dues to be deducted shall be certified by the Union to the Employer thirty (30) days before effective date of the change. As to new employees, such deduction shall be made from the first paycheck following the first sixty (60) days of employment. The Union shall notify the Finance Department of any new union members. The Employer will provide the Union with a list of employees from whom such deductions are made with each monthly remittance to the Union. The Union, as the exclusive representative of all the employees in the bargaining unit, will represent all such employees, Union and non-union, fairly and equally, and all employees in the Unit will be required to pay, as provided in this Article, their proportionate share of the costs of representation by the Union. No employee shall be required to join the Union, but membership shall be made available to all employees who apply consistent with the Union's Constitution and Bylaws. No employee shall be denied Union membership because of race, creed, color or sex.

The employees and the Unit do hereby agree to indemnify and shall save the Employer harmless against any forms of liability, damage or costs of litigation that shall arise out of or by reason of action taken or not taken by the Employer, which Employer action or non-action is in compliance with provisions of this Agreement and in reliance on any list or certificates which have been furnished to the Employer pursuant to this Article.

## **ARTICLE 26**

### **PAYROLL DEDUCTIONS**

Employees are required to participate in the payroll direct deposit program.

The County shall offer a deferred compensation program to employees.

## **ARTICLE 27**

### **PROMOTION AND LAYOFF PROCEDURES**

1. All promotions of employees shall be in an orderly manner as provided herein. All permanent vacancies on any new and/or permanent job openings or other positions shall be posted upon the determination to fill such vacancy or opening. Vacancies shall be posted on Sheriff Department bulletin boards for five (5) working days, giving a summary of the duties, qualifications and rate of pay. Any employee interested in such promotion may sign the posting. The Employer shall select from the signatories an employee to fill the new or vacated job based on the employee's qualifications. The deputies, investigators, and floater relief deputies shall be in one group for purposes of promotion. When the Employer determines that two (2) or more employees are relatively equal in qualifications, the more senior employee shall be selected. If within thirty (30) working days, he/she fails to qualify or if after within thirty (30) working days he/she wishes to return, he/she shall be returned to his/her former job and the next applicant shall be placed in the job until a qualified person is found.

When seniority is not recognized in job preferences, the case shall be subject to the grievance procedure.

2. In laying off employees because of reduction in force, layoff shall be by seniority in the unit, laying off first the employees with the least seniority in the unit and working up the seniority list until the necessary reduction has been achieved, provided, however, that the senior

employees are able to perform the work. The last person laid off shall be the first person rehired and so on in order of seniority.

3. All employees shall give one (1) week's notice in writing of their intention to sever employment within the County. Any employee covered herein whose employment is terminated for reasons other than disciplinary shall be entitled to one (1) week's notice.

## ARTICLE 28

### WORKER'S COMPENSATION

1. When an employee is injured during the course of employment and receives worker's compensation for that injury, the employee will, at his or her request, be paid sick leave until he or she receives his or her first worker's compensation check.

2. The employee shall, within one (1) working day, report receiving his or her first check to the Office of the Administrative Coordinator and shall submit a copy of the check for the County's files.

3. In the event the employee chooses to be made whole, the County shall reduce the employee's salary amount by not more than one-third (1/3) until the sick leave pay is returned in its entirety to the County.

4. In the event the employee does not elect to be made whole, then, upon return to his or her full working duties after a worker's compensation injury, the County shall reduce the employee's salary by not more than one-third (1/3) until the sick leave is returned to the County in full.

5. If the employee does not return to work after a worker's compensation injury, the sick pay shall be returned to the County by deduction from the employee's separation benefits, if any. If the employee is not entitled to any separation benefits, he or she shall be responsible to reimburse the County for the entire amount of sick leave used pursuant to Paragraph 1 above.

6. Employee's shall be entitled to use vacation and holiday pay to make themselves whole during the period between the first day of their injury and the 30th day of their injury and during the period subsequent to the 90th day of their injury. Under no circumstances, other than those set forth in Paragraph 7, below, shall employees be entitled to use sick pay to make themselves whole as a result of a worker's compensation injury.

7. In the event an employee is not entitled to worker's compensation benefits for the first three (3) days of a worker's compensation injury, the employee may use sick leave to make himself or

herself whole for the first three (3) days of any such injury.

8. In the event an employee is not entitled to worker's compensation benefits for his or her injury, he or she may use sick leave as per the terms of the Collective Bargaining Agreement.

**ARTICLE 29**

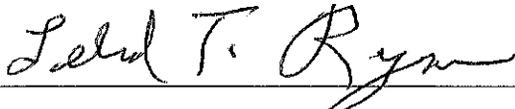
**TERM OF AGREEMENT**

THIS AGREEMENT shall be binding upon both parties and effective from the December 29, 2014 to December 31, 2017.

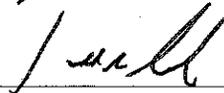
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 19<sup>th</sup> day of February, 2015.

OCONTO COUNTY

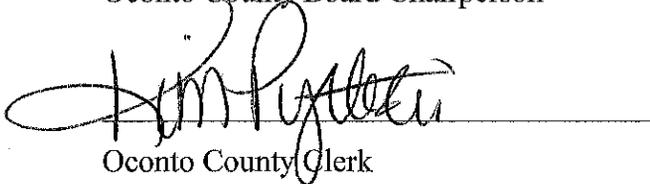
OCONTO COUNTY DEPUTY SHERIFF'S  
ASSOCIATION



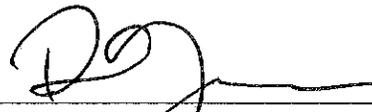
Oconto County Board Chairperson



Association President



Oconto County Clerk



WPPA Representative



Oconto County Administrative Coordinator

**OCONTO COUNTY SHERIFF'S  
DEPUTIES CONTRACT**

**APPENDIX A**

**WAGES**

6.8% on Feb. 22, 2015  
\$0.12 on June 28, 2015  
2.0% on Dec. 27, 2015  
2.0% on Dec. 25, 2016

	<u>Feb. 22, 15</u>	<u>June 28, 15</u>	<u>Dec 27, 15</u>	<u>Dec 25, 16</u>
Investigators	\$26.34	\$26.46	\$26.99	\$27.53
Sheriff Deputy	\$25.24	\$25.36	\$25.87	\$26.39

Shift Rates \$0.65 per hour for worked performed between the hours of  
6:00 PM and 6:00 AM. Shift rates continue for hours worked  
past 6:00 AM when the shift is extended.