

AGREEMENT

BETWEEN

IOWA COUNTY SHERIFF'S DEPARTMENT

AND

TEAMSTERS UNION LOCAL NO. 695



JANUARY 1, 2016 – DECEMBER 31, 2019

INDEX

ARTICLE	PAGE
Compensation (Article XXI)	21
Entire Agreement (Article II)	21
Grievance Procedure (Article V)	4
Holidays (Article XI)	12
Hours (Article IX)	9
Insurance (Article XIV)	15
Job Posting (Article VIII)	8
Layoff (Article X)	12
Leave of Absence (Article XV)	16
Management Rights (Article III)	3
Miscellaneous (Article XVII)	19
No Strike (Article XVIII)	20
Non-Discrimination (Article IV)	4
Other Paid Leaves and Allowances (Article XVI)	18
Overtime Policy and Procedure (Appendix A)	24
Probation (Article VI)	6
Recognition (Article I)	1
Savings (Article XIX)	21
Seniority (Article VII)	7
Sick Leave (Article XIII)	14
Termination (Article XXII)	23
Uniform List (Appendix B)	27
Union Rights, Obligations, Fair Share and Dues Deduction (Article II)	1
Vacations (Article XII)	13

PREAMBLE

THIS AGREEMENT, made and entered into on the date hereinafter set forth, by and between the COUNTY OF IOWA and hereinafter referred to as the "EMPLOYER", and DRIVERS, SALESMEN, WAREHOUSEMEN, MILK PROCESSORS, CANNERY, DAIRY EMPLOYEES AND HELPERS LOCAL UNION NO. 695, 1314 North Stoughton Road, Madison, Wisconsin, an affiliate of the International Brotherhood of Teamsters, hereinafter referred to as the "UNION".

It is the intent that the following Agreement shall be an implementation of the provisions of Section 111.70 and 111.77 of the Wisconsin Statutes, consistent with that legislative authority which devolves upon the County of Iowa and the Statutes.

Both of the Parties of this Agreement are desirous of improving employee efficiency and quality of service to the County and the public and are desirous of reaching an understanding with respect to the Employer/employee relationship which exists between them and to enter into an agreement covering rates of pay, hours of work and conditions of employment.

ARTICLE I – RECOGNITION

1.1 The County of Iowa hereby agrees to recognize Teamsters Union Local No. 695 as the sole and exclusive collective bargaining representative for hours, wages and other conditions of employment pursuant to the certification of the Wisconsin Employment Relations Commission for the following employees:

All deputized employees of the Iowa County Sheriff's Department, including correctional officers/dispatchers, patrol officers, detectives, sergeants, but excluding the sheriff and chief deputy.

ARTICLE II - UNION RIGHTS, OBLIGATIONS, FAIR SHARE AND DUES DEDUCTION

2.1 Membership in the Union is not compulsory. An employee may join the Union and maintain membership therein consistent with its constitution and bylaws. No employee will be denied membership because of race, color, creed or sex. This Article is subject to the duty of the Wisconsin Employment

Relations Commission to suspend the application of this Article whenever the Commission finds that the Union has denied an employee membership because of race, color, creed or sex.

- 2.2** The Union will represent all of the employees in the bargaining unit, members and non-members, fairly and equally and therefore all employees hired after January 1, 1979, shall pay their proportionate share of the costs of the collective bargaining process and contract administration by paying an amount to the Union equivalent to the uniform dues required of members of the Union.
- 2.3** The Employer agrees to deduct the amount of dues certified by the Union as the amount uniformly required of its members from the earnings of the employees affected by this Agreement and pay the amount so deducted to the Union on or before the end of the month in which such deduction is made.
- 2.4** The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability, which may arise out of any action taken or not taken by the Employer for the purpose of complying with the provisions of this Article.
- 2.5** The Business Representative, employed by the Union, shall have reasonable access during working hours to the office where employees are stationed provided, however, that the Business Representative shall not at any time interfere with employees or interrupt their work. The Business Representative shall contact the Sheriff in advance of any visit whenever possible.

Notice of Bargaining Representative. The Union will, within two (2) weeks of the date of the signing of this Agreement, serve upon the County a written notice, which notice will list the Union's authorized representative who will deal with the County, make commitments for the Union generally and in particular have the sole authority to act for the Union.

It clearly being understood the authority of a steward does not include the right to bind or make commitments for or on behalf of the Union, such right is exclusively preserved to the Union Business Representative.

2.6 The Union shall have the right to post notices regarding meetings pertaining to Union affairs in the office where employees are stationed at a place designated by the Employer.

2.7 The Employer recognizes the right of the Union to appoint stewards and/or alternates or committee persons to handle such Union business as may, from time-to-time, be delegated to them by the Union's Business Representative. Stewards, alternates or committee persons shall be employees of the Employer and subject to all the terms of this Agreement, the same as any other employee.

Stewards, committee persons and alternates are not agents of the Local Union. The authority of stewards, committee persons and alternates appointed by the Union shall be to the representation of employees in accordance with the provisions of the Collective Bargaining Agreement.

Notice of Stewards. The Union shall, at all times, furnish the County with a written list of properly constituted stewards. When there is a steward change the Union shall furnish the County with a written notice of change. An "alternate steward" is a steward appointed by the Union Business Representative to act in the absence of the steward.

ARTICLE III - MANAGEMENT RIGHTS

3.1 Teamsters Union Local No. 695 recognizes the prerogatives of the County to operate and manage its affairs in all respects in accordance with its responsibility and powers or authority which the County has not officially abridged, delegated or modified by this Agreement and such powers or authority are retained by the County. These management 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.
- (c) To hire, reclassify, promote, transfer, schedule and assign employees in positions within the department.
- (d) To suspend, demote, discharge or take other disciplinary action against an employee for just cause.
- (e) To lay off employees subject to the requirement of Article X.

- (f) To maintain efficiency of County operations.
- (g) To take whatever action necessary to comply with State and Federal laws.
- (h) To determine the kinds and amounts of services to be performed as pertains to County operations, and the number and kind of classifications to perform such services.
- (i) To establish reasonable uniform standards of job performance.
- (j) To determine the competence and qualifications of employees.

All of which shall be in compliance with and subject to the provisions of this Agreement.

ARTICLE IV - NON-DISCRIMINATION AND DEFINITIONS

- 4.1** The Employer and the Union agree not to discriminate in any manner whatsoever against any employee because of race, creed, color, age, sex, sexual orientation, marital status, handicap, national origin or union or political activity.
- 4.2** Wherever a personal pronoun is referred to in this Agreement, the intent is to apply to either sex.
- 4.3** **Copy.** Copy, when used throughout this Agreement, means a conventional paper document or one electronically transmitted.
- 4.4** **Party.** "Party" means Union and/or Employer, as defined in the "Preamble" to this Agreement.

ARTICLE V - GRIEVANCE PROCEDURE

- 5.1** **Grievance.** A grievance is defined to be a controversy between the Union and the Employer, or between any employee or employees and the Employer as to:
 - (a) a matter involving the interpretation of this Agreement; and
 - (b) any matter involving an alleged violation of this Agreement in which an employee or group of employees or the Employer maintains that any of their rights or privileges have been impaired in violation of this Agreement.

5.2 Procedure. Grievances shall be processed in the following manner: (Time limits set forth shall be exclusive of Saturdays, Sundays and holidays.)

Step 1. The employee, individually or, at his/her election, with his/her steward, shall take the grievance up orally with the Sheriff or his/her designee within five (5) days of their knowledge of the occurrence of the event causing the grievance. The Sheriff shall attempt to make a mutually satisfactory adjustment, and, in any event shall be required to give an answer, in writing, within five (5) days.

Step 2. The grievance shall be considered settled in Step 1 unless, within five (5) days after the Sheriff's answer is due, the grievance is reduced to writing and presented to the Grievance Committee. An authorized representative of the Employer shall forward a copy of the written grievance to the Union Business Representative within five (5) days of receipt of said grievance. Following receipt of the written grievance, the Union's accredited Business Representative shall establish a meeting with the Employer authorized, to process written grievances, to discuss the written grievance. Following the meeting, the Grievance Committee shall respond to the grievance, in writing, directed to the Union's Business Representative, copy to the grievant, within seven (7) days.

Step 3. If a satisfactory settlement is not reached as outlined in Step 2, either Party to this Agreement may request within ten (10) working days of the Union's receipt of the Committee's decision that the dispute be submitted to arbitration. The Wisconsin Employment Relations Commission shall be requested to appoint an arbitrator from its staff. The arbitrator shall make a decision on the grievance, which shall be final and binding on both Parties. Only questions concerning the application or interpretation of this Agreement are subject to arbitration. Expenses for the arbitrator shall be borne equally by the Employer and the Union. The arbitrator shall have no power to modify, add to or delete from the express provisions of the Agreement.

5.3 General Grievances. Grievances involving the general interpretation, application or compliance with this Agreement may be initiated with the second step of the procedure. When grievances are commenced at the second step of this procedure, they shall be commenced within five (5) days.

5.4 Grievances Concerning Discipline, Suspension, Discharge. In accordance with paragraph (d) of Management Rights, employees shall not be disciplined, suspended or discharged without just cause. A suspension shall not exceed thirty (30) days. Written notice of the suspension, discipline (where it will be noted on the employee's personnel record) or discharge and the reason or reasons for the action shall be given to the employee with a copy to the Union's Business Representative and stewards within twenty-four (24) hours. A grievance that may result from such action shall be considered waived unless presented in writing within five (5) days of the receipt of the notice by the employee, individually or, at his/her election, with his/her steward. The grievance may be started in Step 2. If the Parties agree, or the arbitrator finds that such discipline, suspension or discharge was improper, such disposition of the matter may be made as appears proper.

5.5 Time. The time limits set forth in the foregoing steps may be extended by mutual agreement in writing.

5.6 Steward Wage and Hour Protection. Steward(s) will be permitted reasonable time, in accordance with the terms of this Agreement, to investigate, present and process grievances as well as to attend meetings with the Employer without loss of time or pay during his/her regular scheduled shift, provided it does not interfere with Department operations. Both Parties agree to limit employee participation in grievance processing to the grievant and steward unless the County agrees to additional employee participation in grievance-related meetings. Such time will be considered regular working hours if it is within the regular scheduled shift of the steward, however, steward(s) are not entitled to compensation nor is the County liable for wage or time spent beyond scheduled shift hours.

ARTICLE VI – PROBATION

6.1 New employees shall serve a one (1) year probationary period, during such probationary period the probationary employee shall be subject to dismissal for any reason without recourse to the grievance procedure.

ARTICLE VII – SENIORITY

7.1 Seniority shall be defined as an employee's continuous length of service in the Iowa County Sheriff's Department. Seniority is continuous from the employee's most recent date of hire into the bargaining unit, described under Article 1 of this Agreement, without regard to classification.

Seniority and the employment relationship terminate upon discharge, when in accordance with the terms of this Agreement, retirement, resignation and failure to comply with conditions set forth in § 10.2.

- 7.2**
- (a)** Department wide seniority shall apply to layoff from work, and recall after layoff from work, considering that employee is qualified for the open job position.
 - (b)** County-wide seniority shall apply to accrual of vacation and longevity.
 - (c)** Department-wide seniority shall apply to shift preference and with respect to employee(s) moving from one classification to another or from shift-to-shift within classification.

Temporary Shift Assignment. Involuntary/temporary movement from employee-preferred shift to another may occur provided reasonable advance notice is given to circumstance to maintain the efficiency of the Department and for the safety of the employee. Seniority is the controlling factor.

Shift Pick Procedure. Employee(s) designate shift preference bi-yearly. Requests for a change in shift must be submitted to the attention of the Chief Deputy no later than 4:00 p.m. by November 15th and May 15th, respectively. Shift pick preference is effective January 1st for the November 15th bid and July 1st for the May 15th bid cycle.

Shift Change With Mutual Consent. A change of shift may occur at any time with the mutual consent between two (2) employees within classifications with acknowledgment and approval of either the Chief Deputy or the Sheriff of Iowa County.

ARTICLE VIII - JOB POSTING

- 8.1** When new classifications are created or vacancies exist within the department, employees within the department shall be given the first opportunity to fill such vacancies if qualified. Employer will post bargaining unit vacancies for a period of seven (7) calendar days in three locations within the department, including job description, stating minimum qualifications, and an additional copy of the posting will be provided to the Business Representative with a copy to each steward.
- 8.2** Employees who are promoted to a vacancy within their classification or in a new classification shall start at the lowest pay step of the new position that is an improvement over their prior pay rate. Employees promoted to a vacancy within their classification or within a new classification shall be required to serve a six (6) month probationary period during which time the Employer may return the employee to his/her former position and rate of pay if the employee is not performing the duties of that position satisfactorily. The promoted employee shall be given a three (3) month interim evaluation during this probationary period. The criteria for the evaluation will be established and the applicants informed of these criteria prior to the promotion. The employee will be shown the results of the evaluation and possible suggestions for necessary corrections will be made at that time. A final evaluation will be made two (2) weeks prior to the end of the six (6) month period.

Promotion Procedure.

- I.** For the purpose of promotional advancement of full-time employees of the Iowa County Sheriff's Department. The employee shall, upon completion of an application, which will be furnished by the Department, submit it to the Sheriff. To be eligible for promotion in the Iowa County Sheriff's Department, the employee must have completed one (1) year of service and probation and must meet the minimum standard set by the Sheriff prior to the testing of the applicant. This will apply to all classifications.
- II.** The employee will submit to a testing procedure in effect at the time offered by the Department. The testing shall be appropriate to the

position being offered and will be obtained from the Wisconsin Personnel Partners. Scoring will be done by the provider of the tests, with a score of seventy percent (70%) or better being required to continue to the next step.

- III.** The employee shall submit to an oral interview at the time offered by the Department. The interview panel will be comprised of three (3) people which shall be impaneled by the Sheriff. The interviewers shall be of higher rank than the promotion under consideration and shall be from area police and sheriff's departments' personnel (excepting Iowa County Police and Sheriff's Departments). The panel shall advance to the Sheriff a ranking, in descending order, of the applicant's final ratings. Employee would then submit to a Department Panel Interview comprised of County Board and Administrative Personnel.

- IV.** The Sheriff will select a candidate to whom a conditional offer will be made, taking into consideration, but not limited to, the recommendations of both the Interview Panel and the Department Panel.

The selected candidate will be subject to a final background check. Employee must pass the background check before the employment offer is made.

ARTICLE IX – HOURS

- 9.1** The normal work schedule shall be (5-2, 5-3) eight and one-half (8½) hours per day for Road Deputies, and Road Sergeants. The normal work schedule for Dispatcher/Correctional Officers and Correctional Sergeant shall be (5-2) (5-3) eight and one-half (8½) hours per day. The normal work schedule for Detective shall be (5-2), Monday through Friday, eight (8) hours per day, forty (40) hours per week. All other employees shall work an eight (8) hour shift. In making up the specific schedules, an attempt will be made to keep employees on regular shifts and to schedule sixteen (16) hours off between shifts as much as possible. The schedule will be made monthly and posted seven (7) days in advance. A list of all open overtime shifts available during the upcoming month or schedule period shall be posted for the

consideration of all full-time employees. In making assignments to shifts, the employee's preference will be considered by seniority.

Time worked of an incidental nature, meaning to complete an assigned task or work assignment beyond the end of employees' scheduled shift, must be authorized and/or approved in advance of time worked by either the Sheriff, Chief Deputy, or their designee.

- 9.2 (a) Overtime.** Employees shall have the choice of receiving either time and one-half (1½) their straight time hourly rate or compensatory time off computed on a one and one-half (1½) hour basis for all hours worked in excess of their normal, regular scheduled workdays or workweek. Overtime shall not be paid for overtime of less than one-half (1/2) hour when worked consecutively prior to or subsequent to an employee's regular shift unless it is the result of a call. This is not intended to establish a practice of early report.

The Sheriff shall have the discretion to fill overtime shifts by using part-time personnel if the overtime is to fill the shift of employee that has been on leave for two weeks or more. For purposes of this provision, "two weeks" shall equal 10 calendar days, computed from the first day of the leave.

In addition, the Sheriff shall have the discretion to fill overtime shifts using part-time personnel if the overtime shift becomes available after overtime is posted in the final schedule for the month.

The parties recognize that they may disagree over the scope of the Sheriff's authority to use part-time personnel under this Agreement. Accordingly, this provision does not, and shall not be used or construed to waive the Sheriff's right to claim that he has the right to use part-time personnel in other circumstances, in addition to the two circumstances identified above; similarly, this provision does not, and shall not be used or construed to waive the Union's right to claim that the Sheriff cannot use part-time personnel in other circumstances beyond those identified in this provision.

- (b)** Compensatory time shall be scheduled by mutual agreement between the employee and his/her supervisor but not to exceed a maximum of

three (3) consecutive shifts in a grouping. Grouping is a series of days where no shift is worked. Any accumulated compensatory time in excess of forty (40) hours will be paid out quarterly (January 1, April 1, July 1 and October 1) at a rate of time and one-half (1½) of the employee's wage rate when earned. It is understood that the forty (40) hour bank is intended solely to reflect the maximum allowable carryover of compensatory hours from quarter to quarter, and shall not be interpreted as restricting the employee's right at any time to receive time and one-half (1½) pay for any or all banked hours upon request.

- (c) **Call up.** All of the overtime shifts, including posted overtime and non-posted overtime, shall be assigned/offered by classification. This shall include those open shifts posted on a monthly basis for sign up, as well as those filled on a call up basis. The overtime shifts shall be assigned/offered by classification per the Overtime Policy¹. The Sheriff will recognize and authorize the Union to fill open shifts as agreed upon by the Policy and Procedure. This Policy and Procedure will not be changed or modified in any manner without mutual agreement between the Union and the Sheriff.
- (d) **Stipulation.** Such overtime to be paid at the rate of time and one-half (1½) of the position filled or time and one-half (1½) of the employee's regular rate, whichever is greater.

Keeping the squad car serviced properly is the personal and professional responsibility of the individual Deputy; therefore, time spent engaging in such activities shall not result in additional pay.

- 9.3** The employees covered by the terms of this Agreement shall respond to recall to work outside of their regular schedule of hours by their department head or others designated by the department head. A minimum of two (2) hours at time and one-half (1½) shall be granted to any employee who has been requested to work outside his regular schedule of hours or who reports to work as scheduled and is sent home, provided, however, that this provision shall not apply to hours worked consecutively prior to or subsequent to the employee's regular schedule of hours. Employees

¹ The "Overtime Policy" is attached as an Appendix to the Agreement.

required to go to court other than during their regular shift shall be guaranteed two (2) hours at time and one-half (1 ½).

- 9.4** Employees in the same classification may trade shifts by agreement upon twenty-four (24) hours notice to the Sheriff, provided the Sheriff approves the change.
- 9.5** No supervisor shall perform bargaining unit work when a regular unit member is off duty except in an emergency, and except to the extent such duties are reserved to the Sheriff by the Constitution and Statutes of Wisconsin. Supervisory personnel are able to transport prisoners at their discretion.

The Parties further agree that the Detective shall not be assigned to perform the duties of a Road Deputy on a regular basis.

ARTICLE X – LAYOFF

- 10.1** Seniority shall apply to layoff from work, and recall after layoff from work, considering that employee is qualified for the open job. The County agrees that no work will be transferred out of the bargaining unit while any unit employees are on layoff, nor shall any unit employees be laid off as a result of a decision to transfer work out of the bargaining unit, provided the decision to transfer work out of the bargaining unit is a mandatory subject of bargaining.
- 10.2** Notice of recall, via certified mail, shall be sent by the Employer to the employee, provided that employee is qualified to perform the job, return receipt requested, to laid off employees' last known address. Employees who do not respond to such recall notice within fourteen (14) calendar days shall be dropped from the seniority list and all rights to employment shall be lost.

ARTICLE XI – HOLIDAYS

- 11.1** For the purpose of this Agreement, legal holidays shall be New Year's Day, Easter, Memorial Day, July Fourth, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, and two (2) floating holidays. Employees except the Detective, working on a holiday shall receive one and one-half

(1½) times their regular pay for all such hours worked in addition to eight (8) hours holiday pay. Detective shall be given the holiday off with pay. When a holiday falls on a Saturday or Sunday, the Friday before or the Monday following the holiday, at the Sheriff's discretion, shall be given as a day off to the Detective employees.

- 11.2** Holidays off that are permitted, other than days off by regular scheduling, shall be rotated.

ARTICLE XII – VACATIONS

- 12.1** Employees shall be granted vacation time on the following basis:

Road Deputies , Sergeants, Dispatchers/Correctional Officers:

48 hours after 1 continuous year of service

96 hours after 2 continuous years of service

144 hours after 8 continuous years of service

192 hours after 16 continuous years of service

240 hours after 25 continuous years of service

Detective:

40 hours after 1 continuous year of service

80 hours after 2 continuous years of service

120 hours after 8 continuous years of service

160 hours after 16 continuous years of service

200 hours after 25 continuous years of service

- 12.2** Requests are to be made to the Sheriff with a minimum of thirty (30) days notice on a first come, first serve basis, however, less than thirty (30) days notice may be allowed by mutual agreement. Any conflicts will be resolved on a seniority basis, giving shift arrangement consideration. Vacations picked prior to April 15th shall have preference over seniority after that date.
- 12.3** Vacations may be used from January to January. However, if an employee is separated from employment with the County, he will reimburse the County for any vacation which was taken but unearned.
- 12.4** Employee benefit accrual shall commence only upon an employee commencing to work a sufficient number of hours to be eligible for a

particular benefit. The level of benefits shall be determined as of the date of reaching eligibility for such benefits and shall not relate back to the initial date of employment.

ARTICLE XIII - SICK LEAVE

13.1 Ninety six (96) hours of sick leave per year earned at the rate of eight (8) hours per month shall be granted to all full-time employees to be accumulated up to nine hundred sixty (960) hours. Sick leave shall only cover necessary absences from duty because of illness, bodily injury or absences from employment because of exposure to contagious disease of the employee or the employee's immediate family (immediate family shall be as defined in Article XV, Section 15.4).

13.2 In order to be eligible for sick leave with pay, the employee must:

- (a) Report the reasons for absence from work no later than two (2) hours prior to his/her normal report time, if possible. If the employee is aware in advance that sick leave in excess of three (3) days will be necessary, the employee and his/her doctor shall immediately notify the Sheriff in writing, within a reasonable period of time, of the expected date that such leave will begin and the probable duration of the leave.
- (b) Keep the Employer informed as to the employee's condition.
- (c) Permit the Employer to make such reasonable medical inquiry or visit as the Employer may determine is necessary.

13.3 Except as set forth in section 13.4, herein, all employees who retire from the County and are eligible for Wisconsin Retirement Fund annuity and/or Social Security, or who die while in the employ of the County (in case of death, their estates shall be entitled) shall be allowed to convert their accumulated sick leave to purchase continuing group health insurance and dental insurance under the County employees' insurance plan, or shall receive a cash payment for their accumulated sick leave based on their final base wage rate.

13.4 Catastrophic Account. Employees who have accumulated nine hundred sixty (960) hours of sick leave shall continue to accrue eight (8) hours of sick leave each month and employees who have accumulated nine hundred (900) hours of sick leave shall continue to accrue seven and one-half (7.5) hours of sick leave each month, to a maximum of two hundred and forty (240) additional hours, which shall be placed in a catastrophic sick leave account. The catastrophic sick leave account may be drawn on only in the event that an employee has exhausted all of his/her sick leave is still unable to return to work, and is still employed by the County.

ARTICLE XIV – INSURANCE

14.1 Health, Dental and Life Insurance. The Employer shall be a participating employer in the Wisconsin Public Employers' Group Health Insurance program. The employees shall have the option to choose a group health insurance plan from the standard plan and alternative health insurance plans, according to the rules established by the Wisconsin Public Employers' Group Health Insurance Board. Effective January 1, 2016, the County will pay eighty-five percent (85%) of the average premium expressed as a dollar amount (calculated as the sum total of the individual monthly premiums for each qualified plan, divided by the number of qualified plans), but the County shall not pay more for any individual employee than the full premium for the plan selected in the event that 85% of the average premium is a greater dollar amount than the premium for the plan selected.

The County agrees to pay 100 percent of the single coverage premium and 85 percent of the family coverage premium for dental insurance. The Employer shall pay the Employer contribution set by the State for State Group Life Insurance for eligible employees.

14.2 A retiree may continue coverage under the group health insurance policy at no cost to the County if such insurance is available.

14.3 Pension. Each employee shall be able to apply to the Department of Employee Trust Funds for retirement benefits as provided by Wisconsin State Statute and rules established by the Wisconsin Retirement System Board. The County agrees to pay the fund up to 7 percent of the Road Deputies', Detectives', Dispatcher/Correctional Officers', and Sergeants' gross. Effective

December 1, 2012, the Union agrees that employees will pay the full employee share of the WRS contribution for their particular classification.

14.4 Worker's Compensation. Employees eligible for Worker's Compensation benefits shall be allowed to exercise one of the following options:

- (a) Receive the Worker's Compensation benefit with no deduction from accumulated sick leave;
- (b) Receive the worker's Compensation benefit and be paid the difference between their regular pay based upon a normal workweek and the Worker's Compensation benefit with the County charging the employee's sick leave account with a number of hours that equal the cash differential between the Worker's Compensation and regular pay.

14.5 Section 125 Plan. Concurrent with the implementation of employee health insurance premium contributions effective January 1, 2005, the Employer agrees to administer a Premiums-Only Section 125 plan for all employees.

14.6 The County will offer the Employee Trust Fund Deferred Compensation Plan, if desired by the bargaining unit. If the unit declines such a plan, the Parties agree that the County's obligation to offer such a Plan is discharged.

14.7 Flexible Spending Plan. Effective with the full ratification and County Board approval of the 2011-2012 Collective Bargaining Agreement, employees may participate in the County's voluntary Flexible Spending Account Plan. A cafeteria plan may be offered in the future.

14.8 Vision Benefit Plan. Effective with the full ratification and County Board approval of the 2011-2012 Collective Bargaining Agreement, employees may participate in the County's voluntary Vision Benefit Plan, provided that the County is able to meet minimum enrollment percentages to maintain the plan.

ARTICLE XV - LEAVE OF ABSENCE

15.1 Leave of Absence. A reasonable leave of absence for reasons, unrelated to leaves envisioned under either State or Federal Family Medical Leave Act, will

be granted to an employee upon written request by the employee subject to the approval of the Employer, as hereinafter set forth. By an employee's choice, a leave of absence of up to six (6) months without pay may be granted for good reason when approved by the department head and the Administrative Services Committee. Hospital insurance can be continued during the period provided the employee reimburses the County for the insurance premium. Procedure. Employees shall make written application for leaves to the Employer and shall, except in the case of illness or injury, make application at least ten (10) days prior to the desired starting date of the leave.

15.2 Sick Leave of Absence. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights.

15.3 Military Leave. Employees having permanent status, and who are duly enrolled members of the National Guard, the State Guard, the Officers Reserve Corps, the Enlisted Reserve Corps, the Naval Reserve Corps, the Naval Reserve, the Marine Corps Reserve, or any other reserve component of the military or naval forces of the United States or State of Wisconsin, now or hereafter organized or constituted under Federal Law, shall be entitled to leaves of absence without loss of pay to enable them to attend military or naval schools, field camps of instruction and naval exercises which have been duly ordered held, but not to exceed fifteen (15) days excluding Sundays and holidays in the calendar year in which so ordered and held. During such period, such employee shall be paid the difference between his military pay and his County pay only if military pay does not equal County pay. Payments to the Wisconsin Retirement Plan, as hereinafter provided, shall be made for such period of leave as though the full pay of the employee had been made by the County. Military leave shall not be considered vacation.

15.4 Bereavement and Emergency Leave.

Bereavement. When there is a death in the immediate family of an employee, three (3) consecutive days off with pay will be allowed.

(a) Immediate family is defined as parents, step-parents, brother, sister, spouse, children, step-children, mother-in-law, father-in-law, brother

and sister of spouse, grandparents, spouse's grandparents and grandchildren.

- (b) One (1) day off with pay will be allowed for the death of aunts, uncles, nieces, nephews, first cousins, and to serve as pallbearer.

Emergency Leave. Defined as injury or illness in an employee's immediate family requiring immediate medical attention.

- 15.5** Any employee who accepts appointment to the Chief Deputy position and wishes to return to the unit shall return at the same seniority level as when he/she left the bargaining unit.
- 15.6** Compensation and payments toward benefits will not occur, nor will benefits accrue during an unpaid leave of absence under the Collective Bargaining Agreement.

ARTICLE XVI - OTHER PAID LEAVES AND ALLOWANCES

- 16.1** The annual maximum uniform allowance for all Road Deputies, Detectives and Sergeants will be Four Hundred Dollars (\$400.00) and for all Correctional Officer/Dispatcher, it will be Three Hundred Fifty Dollars (\$350.00). The Parties agree that the purchase of uniforms will go to a voucher system. The Parties further agree the County will provide the Union with a list of items considered to be parts of the required uniform and any items of controversy shall be discussed before the list of items takes effect. This list shall include plainclothes employees. The Parties shall then add a Side Letter of Agreement to the Collective Bargaining Agreement when said list is mutually agreed upon.

The County will reimburse new hires up to Four Hundred Dollars (\$400.00) for the purchase of required uniforms and equipment in lieu of the annual uniform allowance during the first twelve (12) months of employment.

- 16.2** The County agrees to provide all Road Deputies with handcuffs and fifty (50) rounds of ammunition per month. Only prescribed equipment will be carried, except other equipment approved by the Sheriff, but not required by the Sheriff, may be carried at the officer's expense.

- 16.3** There shall be no change in uniform or equipment requirements (style or color changes) during the life of this Agreement.
- 16.4** The County will pay each Road Deputy, Road Sergeant, and Detective an annual allowance of Seventy-Five Dollars (\$75.00) (or a prorated amount if the employee was employed subsequent to the previous July 1) to be included in the employee's last July paycheck to cover the cost of the employee's personal items damaged or destroyed while on duty, regardless of whether such damage actually occurs. Employees will be required to reimburse county, up to Seventy-Five Dollars (\$75.00), if restitution is paid to the employee for damage to his or her uniform.
- 16.5** The County will provide each Road Deputy, Road Sergeant, and Detective with a body armor vest fitted for that employee. The vests shall be worn at all times according to the Department Uniform Policy.

ARTICLE XVII – MISCELLANEOUS

- 17.1** Employees with assigned squad cars shall not use said cars for personal business; however, they may be used for travel to and from home and work. Employees may not use squad cars for travel to and from home and work when performing work outside their classification. Squad cars may be reassigned for the purposes of an emergency, maintenance or another squad car being out of service, provided, however, that the patrol officer who has had his/her squad car reassigned shall be provided transportation to and from home and work, or he/she may use his/her personal car to get to and from work and be reimbursed for their mileage at the rate set by this Agreement.
- 17.2** Employees authorized by the Department head to use their personal automobile in connection with their employment shall be reimbursed at the rate allowed by the Internal Revenue Service.
- 17.3** Employees shall be given access to their personnel files pursuant to Wisconsin State Statute 103.13.

- 17.4** The Employer shall establish reasonable rules and regulations (Policy and Procedures) and all employees shall be provided with a copy.
- 17.5** No employee shall be required to practice or use unsafe procedures or equipment.
- 17.6 Paydays.** Employees shall be paid bi-weekly. Employees shall be paid every other Friday; employees paycheck will be by direct deposit to a bank of their choosing.

Effective with the ratification of the 2008-2010 Labor Agreement, all current and future Department employees will have mandatory direct deposit for their paychecks, with the exception of the nine (9) employees who were not enrolled in direct deposit on July 15, 2009.

- 17.7** Existing benefits which are mandatory subjects of bargaining shall be maintained.
- 17.8** Employees shall be provided funds to cover fees and meals, lodging and mileage, if necessary, for time spent by employees in State or department mandated training, provided the expenditures are approved in advance. Employees shall provide documentation for all such expenditures to the County following required training. Approval of mandated training shall not be withheld so as to cause employees to lose their certification.
- 17.9** Employees will be compensated for attendance at mandatory meetings or training sessions outside their regular working hours, so long as employee attendance is scheduled and approved in advance by Sheriff's Department management.

ARTICLE XVIII - NO STRIKE

- 18.1 Strikes Are Prohibited.** Neither the Union nor any of its officers, agents or County employees will instigate, promote, encourage, sponsor, engage in or condone any strike, picketing, slowdown, concerted work stoppage, sympathy strike or any other intentional interruption of work during the term of this Agreement.

ARTICLE XIX – SAVINGS

19.1 If any Article of this Agreement or any additions thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be enjoined or restrained by such tribunal, the remainder of this Agreement and amendments thereto shall not be affected thereby, and the Parties thereto shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE XX - ENTIRE AGREEMENT

20.1 This Agreement constitutes the entire agreement between the Parties and no verbal statements shall supersede any of its provisions. Any amendment supplemental hereto shall not be binding upon either Party unless executed in writing by the Parties hereto and signed by the County Board Chair and the Union's representative.

ARTICLE XXI – COMPENSATION²

21.1 Hourly wages shall be paid as follows:

1/1/16 - 6/30/16	Start	6 MOS	18 MOS	24 MOS
Detective	\$21.23	\$21.87	\$22.66	\$23.38
Road Deputy	\$19.99	\$20.58	\$21.39	\$22.10
CO/Dispatcher	\$18.91	\$19.50	\$20.25	\$21.01
Sergeants	\$21.23	\$21.87	\$22.66	\$23.38

7/1/16 - 12/31/16	Start	6 MOS	18 MOS	24 MOS
Detective	\$21.65	\$22.31	\$23.11	\$23.85
Road Deputy	\$20.39	\$20.99	\$21.82	\$22.54
CO/Dispatcher	\$19.29	\$19.89	\$20.66	\$21.43
Sergeants	\$21.65	\$22.31	\$23.11	\$23.85

² No employee will suffer a reduction in wage as a result of the matrix shifting from the "start-6 mos-18 mos-24 mos" format to the "start-12 mos-24 mos-36 mos-48 mos" format. Employee will move up a "step" on employee anniversary date.

1/1/17 - 12/31/17	Start	12 MOS	24 MOS	36 MOS	48 MOS
Detective	\$22.08	\$22.75	\$23.58	\$24.32	\$25.07
Road Deputy	\$20.80	\$21.41	\$22.25	\$22.99	\$23.72
CO/Dispatcher	\$19.68	\$20.29	\$21.07	\$21.86	\$22.59
Sergeants	\$22.08	\$22.75	\$23.58	\$24.32	\$25.07

1/1/18 - 12/31/18	Start	12 MOS	24 MOS	36 MOS	48 MOS
Detective	\$22.41	\$23.09	\$23.93	\$24.69	\$25.45
Road Deputy	\$21.11	\$21.73	\$22.59	\$23.34	\$24.08
CO/Dispatcher	\$19.98	\$20.59	\$21.38	\$22.19	\$22.93
Sergeants	\$22.41	\$23.09	\$23.93	\$24.69	\$25.45

1/1/19 - 12/31/19	Start	12 MOS	24 MOS	36 MOS	48 MOS
Detective	\$22.75	\$23.44	\$24.29	\$25.06	\$25.83
Road Deputy	\$21.43	\$22.06	\$22.93	\$23.69	\$24.44
CO/Dispatcher	\$20.28	\$20.90	\$21.70	\$22.52	\$23.27
Sergeants	\$22.75	\$23.44	\$24.29	\$25.06	\$25.83

21.2 Bargaining unit employees requested or assigned to perform work in a higher classification shall be compensated at the rate of such higher classification for all time so worked, provided the employee works a minimum of two (2) hours in the higher classification during the workday. The employee shall be compensated at the next higher step in the higher classification, which is greater in dollars than the employee's salary in the regular classification.

21.3 The Employer will draft a new job description for the Sergeant classification if it decides to retain that classification, and agrees to bargain a wage rate for the classification if that occurs.

21.4 Employees working the second shift shall receive an additional Fifteen Cents (\$.15) per hour. Employees working the third shift shall receive an additional Twenty Cents (\$.20) per hour. Assigned swing shift employees shall be paid the third shift differential for all time while assigned to the swing shift.

21.5 Training Pay. When appointed for pre-approved training, activities and hours, a qualified training officer will be paid an additional One Dollar (\$1.00)

per hour for training hours that have been pre-approved by department management.

ARTICLE XXII – TERMINATION

22.1 This Agreement shall be in full force and effect for a period from January 1, 2016, through December 31, 2019, and shall continue from year to year thereafter unless either Party shall give notice in writing to the other Party, not less than ninety (90) days prior to the termination date of this Agreement, of a desire to change or modify the terms thereof.


FOR THE EMPLOYER


County Board Chair


County Clerk

TEAMSTERS UNION LOCAL NO. 695


Recording Secretary


Union Steward

Committee Member

Committee Member

Committee Member

APPENDIX A

Overtime Policy & Procedure: Iowa County Sheriff

INTENT AND PURPOSE:

The intent and purpose of this written policy is to maintain adequate staffing as a 'matter-of' employee, as well as, public safety. A vacancy, full shift or partial shift, known to exist prior to the posting of the month's schedule-of-work will be posted for seniority bid. A copy of the upcoming month projected normal calendar work schedule will be likewise posted. Ten (10) days prior to the end of the month the postings will be withdrawn and the successive month work schedule will then be drawn and officially posted for that months' duty roster for Department personnel in accord with §9.1 of this Agreement. Vacancies outside of the defined 'posted period' will be conducted by 'call-up'. The Sheriff, Chief Deputy or their designee shall determine if a need exists to fill vacated hours. If such determination is made then the following procedure will be followed:

PROCEDURE:³

Overtime will be first offered within classification to the employee who holds that classification from which the hours will be worked then to employee from any other classification who is senior, qualified and available:

Detective
Road Deputy/Road Sergeants
Dispatcher/Corrections/Corrections Sergeants

FROM WITHIN CLASSIFICATION:

1. **Partial shift.** If the vacancy to be filled is four (4) hours or less (partial shift), those hours will be made available, in seniority order, to employee working on shift whose shift hours are previous to or subsequent to the vacant hours. Provided, however, if the partial shift of four (4) hours or less remains unfilled or if the hours vacant are for more than four (4) hours then these hours will be made readily available to.....

³ This procedure applies uniformly to both 'posted' (bid-for basis) and 'non-posted' (call-up basis). The procedure is seniority based.

2. **Full-time employee on 'off-day'**.⁴ Employee must either accept or reject the entire offered shift. If no 'off-day' employee accepts then the hours will be made readily available to.....
3. **On-duty employee.** On duty-employee may mutually agree upon splitting the vacant hours between the employee working previous to and subsequent to the open hours. Only employees working previous to or subsequent to the open hours are eligible. If no 'on-duty' employee accepts then the hours will be made readily available to
4. **Off-duty employee.**⁵ Off-duty employee may accept or reject the entire offered shift or mutually agree upon splitting the vacant hours. If no "off-duty" employee accepts then the hours will be made readily available to

If the vacancy is not filled as provided for above then eligible employees from other classifications who are qualified will be offered in a like manner beginning with Step 1 above. If no qualified **employee outside-of-classification** is available then the hours will be made readily available to

5. **Part-time.** Eligible part-time employee from within the classification where the hours will be worked.
6. **Hours assigned.** In such event hours remain unfilled the Sheriff, Chief Deputy, or their designee retain the right to order employee(s), inverse order of seniority, from within the classification where the vacancy exists to fill the open shift or partial shift, as appropriate, who is not 'off-day'.

STIPULATIONS:

1. Employee cannot sign-up and/or **will not be "called-in"** to work unless they have at least four (4) hours off between shifts, or eight (8) hours off in conjunction to a twelve (12) hour shift, except in the case of an emergency.
2. Employee will not be allowed to work in excess of the continuous thirteen (13) hour rule, except in the case of an emergency.
3. Employee will not be called to work unless they have shown a minimum of required proficiency, or specialization, or training, or education to do the work in that classification.

⁴ Employee must be off a minimum of four (4) hours to be considered eligible. "Off-day" is defined to mean time commencing with that employee's normally scheduled shift hours concurrent with a 24 hour period where the employee is not assigned to a shift and is not otherwise expected to be engaged in or responsible for assigned work detail.

⁵ Employee must be off a minimum of four (4) hours to be considered eligible. "Off-duty: Of or relating to the period when the employed person is not engaged in or responsible for assigned work. Normally the period from the end of one's shift to the beginning of the next within the work cycle. Not to be confused with "off-day".

4. **Except in the case of an emergency**, the application of an '**order-in**' shall only be made under the following conditions:
 - Thirty (30) hours or less exist prior to the start of the overtime shift and it is a third shift.
 - Twenty-four (24) hours or less exist to the start time of the overtime day shift or evening shift.
 - Classified employees would be identified from either shift contiguous to the shift where the overtime is to be worked.
 - The least senior classified employee would work overtime, four (4) hours in conjunction with their scheduled shift; provided, however, if the least senior classified employee is committed to and scheduled for overtime at the beginning or end of their scheduled shift.
 - Classified employee on 'off-day', vacation day, out-of-town at required training or the employee cannot be contacted cannot be 'ordered-in.'
5. No employee may sign-up for a posted vacancy outside of the "posted period" defined within the first paragraph of this Policy.
6. Work of an incidental nature, meaning to complete an assigned task or in the performance of one's duties or a transport⁶, is not subject to this procedure and does not meet the definition of a vacancy.
7. Once the work schedule is duly drawn and notated there will be no changes except by mutual Agreement with a supervisor.

Seniority prevails in the administration of the Procedure.

PROTOCOL:

The employee assigned to fill a vacancy is authorized to make contact in person if the employee is present, by police radio if the employee is working, or by using the number listed (one only) from the "call-up" sheet. That employee shall record the time that the employee is notified by message (indirect method) and is only required to wait ten (10) minutes before proceeding to the next eligible employee. Once the hours of vacancy are filled the monthly work schedule will be properly notated to reflect the name of the employee obligated to that shift or partial shift as the case may be.

⁶ A transport as a result of an investigation, custody and emergency detention shall be completed by one of the on-duty investigating officer(s) even if the transport period includes overtime. This is the primary function of patrol deputy vs inmate transfer from correctional facility to another correctional facility and court appearances requiring transports is the primary function of Corrections.

APPENDIX B UNIFORM LIST

\$400.00 new hires in first year, \$400.00 road deputies, sergeants and detectives, \$350.00 correctional officers				
Mandatory-Supplied by Department	Mandatory-Employee Bought	Other Options	Plain Clothes	Non-Approved
bullet-proof vest	cocoa brown long sleeve shirt	pepper spray holder	sport coat	undergarments
50 rounds ammunition/month	cocoa brown short sleeve shirt	baton/holder	blazer	watch
assigned squad car	Class A pink tan pant w/brown stripe	flashlight/holder	dress shirt	
Department approved firearms	cargo pink tan pant w/brown stripe	key holder	sweater	
portable radio and holder-mike	Patrol duty belt leather/nylon-back	glove holder	dress pant	
ANSI approved traffic vest	handcuff holder	gloves spring/winter	casual pant	
flashlight/charger	name tag	collar brass/tie tack	dress shoes	
holster	tie-pink tan	hat cover	suit	
magazine holder	garrison belt-black	brown fur hat	tie	
1 pair handcuffs	black/brown shoes or boots	whistle chain	casual shoe	
transport chain-belt	black turtleneck	coveralls	casual shirt	
IOSO patches/American flag	spring jacket-brown	note pad holders	winter jacket	
hat badge	winter jacket-brown	citation holders	spring jacket	

Mandatory-Supplied by Department	Mandatory-Employee Bought	Other Options	Plain Clothes	Non-Approved
correctional/deputy badge	belt keepers- black	vehicle storage system		
latex free gloves	felt sheriff's hat	ANSI approved rain gear		
CPR mask		overshoes		
O.C. spray-initial holder		years of service tag		
digital/tape recorder - accessories		handcuffs		
digital/film camera and accessories		flex cuffs		
batteries for dept. equipment		duty bag		
tie tack/clasp-initial		business card holder		
collar brass-initial		badge holder/wallet		
IOSO ball cap-initial		sunglasses		
pen/pencil		safety glasses		
pepper spray-holder		cocoa brown sweater		
window punch		embroidered IOSO clothing		
business cards		Ike jacket		
		ice grippers for shoes		
		utility knife		
		binoculars		
		shoe polish		
		½ cost prescription sunglasses		
List is not all-inclusive; if something is not on the list, please check with Admin and/or Union Steward for consideration.				

SIDE LETTER OF AGREEMENT

The Employer and the Union recognize that continued experience as a law enforcement officer and in the performance of law enforcement-related duties generally results in improvements in productivity, effectiveness, discretion and ability. Accordingly, the Parties have determined that it is in the best interests of the Employer and the Employees to compensate this additional productivity by increasing the pay of experienced employees. Base pay of the Employee shall be increased as follows.

After five (5) years of service, the hourly base rate paid to the Employee shall be increased by 1.25% above the 48-month base rate otherwise paid to the Employee.

After ten (10) years of service, the hourly base rate paid to the Employee shall be increased by 1.75% above the 48-month base rate otherwise paid to the Employee.

After fifteen (15) years of service, the hourly base rate paid to the Employee shall be increased by 2.25% above the 48-month base rate otherwise paid to the Employee.

After twenty (20) years of service, the hourly base rate paid to the Employee shall be increased by 2.75% above the 48 month base rate otherwise paid to the Employee.

It is specifically agreed that these experience credits shall be incremental and not cumulative. That is, each step is an increase to the 48-month base rate, and not to the base rate plus the previous step adjustment.

It is agreed that the experience credits shall apply to all hours worked on or after the Employee's appropriate anniversary date. The experience increase shall be used for computing overtime, and other payments made pursuant to this Agreement.

The Parties acknowledge that this experience pay system was negotiated in the year 2000 as the result of the Union agreeing to forego .5% of the across the board increase which otherwise would have been granted. Accordingly, should either Party engage in interest arbitration at any point in the future, the Parties agree that .5% of the wage base should be added back to the wage rates of the Employees for the purpose of comparing them to the wages paid to Employees of

comparable employers or other employers. The .5% should be added back by adding it to the year 2000 base rate, and increasing the adjusted year 2000 rate by all across the board increases subsequent to the year 2000.