

RESOLUTION NO.: 118—2024-25

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

MAJORITY

1 A settlement agreement has been reached with the Deputy Sheriff’s Association (DSA),
2 through arbitration, for 2023-2025. The agreement includes:

- 3 • Term of the Agreement:
 - 4 ○ From January 1, 2023 to December 31, 2025
 - 5 ○ Three year term; Revise applicable dates to align with the agreed upon
 - 6 duration of the new Agreement
- 7 • Wage Increase:
 - 8 ○ 3% beginning the first pay period in January, 2023
 - 9 ○ \$2 per hour beginning first pay period in January, 2024
 - 10 ○ 2% beginning the first pay period in January, 2025
 - 11 ○ 1% beginning the first pay period in July, 2025
- 12 • Vacation Policy:
 - 13 ○ Two (2) weeks of vacation upon hire (remove “after 1 year of continuous
 - 14 service”)
 - 15 ○ Three (3) weeks of vacation after three (3) years of continuous service
 - 16 ○ Four (4) weeks of vacation after eight (8) years of continuous service
 - 17 ○ Five (5) weeks of vacation after fifteen (15) years of continuous service

18
19 All costs have been included in the budget; therefore, no budget adjustment is needed at
20 this time.

21
22 NOW THEREFORE, the undersigned members of the Legislative/Audit and Human Resources
23 Committee recommend adoption of the following resolution.

24 BE IT RESOLVED, that the Outagamie County Board of Supervisors does approve the attached
25 Agreement between Outagamie County and Outagamie County Deputy Sheriff’s Association 2023-2025
26 and Final Offer of Outagamie County to the Outagamie County Deputy Sheriff’s Association documents,
27 which by reference are made a part hereof, with no budget adjustment needed as all costs have been
28 included in the budget, and

29 BE IT FINALLY RESOLVED, that the Outagamie County Clerk be directed to forward a copy of
30 this resolution to the Outagamie County Executive, Outagamie County Human Resources Director, and
31 the Outagamie County Finance Director.

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Dated this ____ day of December 2024

Respectfully Submitted,

LEGISLATIVE/AUDIT & HUMAN RESOURCES
COMMITTEE

Cathy Spears

Sara MacDonald

Ryan Ferguson

John Kostelny

Sarah Weinberg

Duly and officially adopted by the County Board on: _____

Signed:

Board Chairperson

County Clerk

Approved: _____

Vetoed: _____

Signed:

County Executive

AGREEMENT

Between

OUTAGAMIE COUNTY

And

OUTAGAMIE COUNTY

DEPUTY SHERIFF'S ASSOCIATION

2023-2025

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AGREEMENT

PREAMBLE

It is the intent and purpose of the parties hereto that this Agreement shall promote and improve working conditions between the County and the Outagamie County Deputy Sheriff's Association 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.

ARTICLE 1 – MANAGEMENT RIGHTS

1.01 – Except as herein otherwise provided, the management of the work, and the direction of the work forces, including the right to hire, promote, transfer, demote, or suspend or discharge or otherwise discipline for proper cause, and the right to relieve employees from duty or to lay off employees is vested exclusively in the Employer, Outagamie County. In keeping with the above, the Employer, Outagamie County, shall adopt and publish reasonable rules which may be reasonably amended from time to time. The County and the Association will cooperate in the enforcement thereof.

ARTICLE 2 – RECOGNITION

2.01 – This Agreement made and entered into at Appleton, Wisconsin, pursuant to the provisions of Chapter 111.70 of the Wisconsin Statutes by and between Outagamie, hereinafter referred to as the "County" and the Outagamie County Deputy Sheriff's Association, sole bargaining agent for all regular permanent full-time and regular permanent part-time employees within the Sheriff's Department having the power of arrest, excluding the Sheriff, Undersheriff, Captains, Lieutenants, Staff Sergeants, and all confidential, supervisory, and managerial employees and independent contractors, hereinafter referred to as the "Association". This provision shall not be interpreted for purposes other than the identification of the bargaining representative and of the bargaining unit.

ARTICLE 3 – PROBATIONARY PERIOD– SENIORITY– LAY OFF

3.01 - An introductory period is a trial period of employment during which time an employee is required to demonstrate acceptable capability for continued employment in that position.

3.02 - Introductory periods are entered when an employee is newly hired, transferred or when promoted into a new position with a new salary. The length of time for initial introductory periods is as follows:

- A new full-time patrol officer will have a (12) twelve month introductory period, beginning upon satisfactory completion of the Field Training Program which is day (1) one of solo patrol status. This includes all employees, ie. an employee moving from part-time patrol within CJU, full or part-time corrections employees as well as Telecommunications or any other county position.
- A new, part-time patrol officer will have a (12) twelve month introductory period, beginning upon satisfactory completion of the respective Field Training Program.

- Employees promoted to Law Enforcement Specialist status will have a (6) six month introductory period, beginning upon satisfactory completion of required training.
- Employees demoted from Law Enforcement Specialist to Deputy either by the choice of management or the employee, shall be entitled to move back to a Deputy position.

3.03 - Employees will receive an introductory evaluation and/or a written notice, which is completed by the manager/supervisor, indicating whether the employee has passed or failed the introductory period, or if the introductory period has been extended.

3.04 - Periods of time during which the employee is not working in the job may be disregarded as counting toward the employee's introductory period. However, as circumstances warrant, the county may extend any introductory period for up to an additional three (3) months.

3.05 - During an employee's introductory period, he/she may be terminated at the discretion of the county without regard to cause and without recourse to the employee complaint process. Continued employment beyond the introductory period, without an extension, is taken as evidence of satisfactory completion of the introductory period.

3.06 - Seniority, as used in this Agreement, shall consist of the total calendar time of continuous full-time employment elapsed since the date of original employment with the County in this bargaining unit. Continuous full-time employment includes periods of time where the employee would have otherwise worked but for a work-related injury. Part-time employees will gain seniority on the above basis, prorated according to actual time worked in relation to a full-time employee. Except as specified above, continuous employment shall not include any period of layoff or unpaid leave of absence in excess of thirty (30) days. An employee shall lose his or her seniority and shall terminate the employment relationship for any of the following reasons:

- a) Discharge.
- b) Resignation.
- c) Retirement.
- d) Unexcused failure to return to work after the expiration of a leave of absence or period for which Worker's Compensation was paid or failing to report to work within five (5) days after notice of recall from layoff.
- e) On layoff for a continuous period of time equivalent to twelve (12) calendar months.

In the event an employee transfers from this bargaining unit to other County employment, the employee will maintain seniority in this bargaining unit equal to the seniority the employee had at the time of the transfer, but will lose such seniority unless the employee returns to this bargaining unit, pursuant to Article 20, within six (6) months of the transfer.

3.07 – LAYOFF

- a) In the event of a layoff or a reduction in the number of employees in any job classification, the employee with the least amount of classification seniority in the job classification selected by the County for the layoff or reduction will be initially selected for the layoff or reduction.
- b) Such employee may displace that employee with the least amount of classification seniority in an equal or lower paying job classification in which the employee had previously worked, provided such employee has more bargaining unit seniority. An employee laid off from a protective occupation classification who had not previously worked as a Patrol Officer shall be allowed to displace a Patrol Officer, provided such employee has more bargaining unit seniority. Employees displaced pursuant to this procedure will be allowed to exercise the same displacement rights, if they have sufficient seniority.
- c) Classification seniority shall consist of the total calendar time of full-time employment (part-time employment will be prorated according to actual time worked in relation to a full-time employee) in a particular job classification listed in Appendix "A", e.g. Law Enforcement Specialist, Patrol Officer. An employee who permanently leaves one job classification will maintain the classification seniority he or she had at the time of leaving, but will not accrue further seniority in his or her former classification unless he or she permanently returns to such classification. Classification seniority will terminate if an employee loses his or her bargaining unit seniority pursuant to Section 3.05.
- d) Employees will be recalled to openings in a job classification in which they formerly worked in the inverse order of their layoff or reduction from that classification. Such recall rights will no longer be available for any employee who is on layoff for a period of time equivalent to twelve (12) calendar months. Employees working in a different job classification because of a reduction in the number of employees in their former classification or because initially selected for layoff will retain recall rights to openings in their former job classification as long as they are working in a different job classification.

ARTICLE 4 – RULES AND REGULATIONS

4.01 – The rules and regulations of the Outagamie County Sheriff's Department as established by the County in accordance with the provisions of and pursuant to Chapter 111.70 of the Wisconsin Statutes shall be made a part of this Agreement by reference. The Association shall be given thirty (30) days' notice on any new rule or regulation primarily related to wages, hours and conditions of employment proposed before it becomes effective.

ARTICLE 5 – DEFENSE OF OFFICERS BY THE CORPORATION COUNSEL

5.01 – The County shall authorize the Corporation Counsel to defend actions brought against any employee growing out of any acts done in the course of his or her employment or out of any alleged breach of his or her duty as such employee.

5.02 – Any judgment obtained against such employee shall be paid by the county provided the employee acted within the scope of his or her job.

ARTICLE 6 – DUES DEDUCTION AGREEMENT

6.01 - The County agrees it will deduct from the monthly earnings (on a bi-weekly basis) of all employees in the collective bargaining unit, who individually sign a due deduction authorization form provided by the County where the employee is knowingly and affirmatively consenting to the deduction of dues from the employee's paycheck, an amount equal to the monthly dues, as certified by the Association, and pay said amount to the local Treasurer of the Association on or before the end of the month following the month in which such deduction was made.

6.02 - Changes in the amount of dues to be deducted shall be certified by the Association sixty (60) days before the effective date of the change.

6.03 - As to new employees, such deduction for monthly dues shall be in no way construed as a waiver of the twelve (12) month probationary period. It shall be the employee's responsibility to sign the dues deduction authorization form and to provide the signed form to the County and Association no less than 30 days prior to the date in which the dues deductions are to commence.

6.04 - The County will provide the Association with a list of employees from whom such deductions are made with each monthly remittance to the Association.

6.05 - No employee shall be required to join the Association, but membership in the Association shall be made available to all employees who apply consistent with the Association Constitution and By-Laws. No employee shall be denied Association membership because of race, creed, color, sex, religion, age, or any other protected status. Authorization of dues deductions by a member may be revoked upon notice in writing to the County or to the Association and with the understanding that the deduction will cease as reasonably as practical after receipt of written notice of revocation.

6.06 - It is agreed that the County shall be held harmless from any money judgment which may be rendered against it arising out of a legal controversy regarding the Fair Share Agreement. In the event of such controversy, the Association shall defend the action on behalf of itself and the County and shall be responsible for any expenses it may incur in defending said Fair Share Agreement. In the event that the County decides to tender its own defense, the County shall be responsible for its own costs and expenses, including legal fees.

ARTICLE 7 – GRIEVANCE PROCEDURE

7.01 – Both the Association and the County recognize that grievances should be settled promptly and at the earliest possible stages and therefore, agree that any grievance must be initiated at Step 1 within fifteen (15) calendar days of the incident, or within (15) calendar days that the Association becomes aware of the incident, or it shall be considered invalid.

7.02 – Only matters involving the interpretation, application or enforcement of this Agreement which may arise between the County and employee (employees) or the County and the Association shall constitute a grievance and shall be processed in the following manner by the aggrieved employee or the Association. Individual grievances shall be signed by the aggrieved party. Association grievances shall be signed by the Association's President or his/her designee. The written grievance shall include a listing of the section(s) violated, the details of the violation and the remedy requested. If these items are not listed, the grievance will be returned for the items to be included.

Step 1. The aggrieved employee or the Association shall present the grievance in writing to his or her immediate supervisor outside the bargaining unit. The employee may present the grievance alone or accompanied by an Association representative. The immediate supervisor shall respond in writing within five (5) days after receipt of the grievance to the aggrieved employee and the Association. The grievance shall be considered settled in Step 1, unless it is presented in writing to the Sheriff within five (5) days of receipt of the Step 1 answer or last date due.

Step 2. The Sheriff or his or her designee shall, within five (5) days of receipt of the grievance, hold an informal meeting with the aggrieved employee, the Undersheriff and/or supervisor and the Association representative, and make a written reply within five (5) days of such meeting to the aggrieved employee and the Association. The grievance shall be considered settled in Step 2, unless it is presented in writing to the County Human Resources Director within five (5) days of receipt of the reply of the Sheriff or last date due.

Step 3. The County Human Resources Director shall set up a meeting with all parties within ten (10) days of receipt. The County agrees that time spent in the presentation of grievances at the third step by up to two (2) designated Association officials and the grievant during working hours shall not be deducted from the pay of such employees. Within five (5) days of such meeting, the County Human Resources Director shall submit to all parties a written determination of the grievance. The grievance shall be considered settled in Step 3, unless the Association notifies the County Human Resources Director in writing within five (5) days of receipt of the written determination of the County Human Resources Director (or designee) or last date due, of its intent to appeal the matter to arbitration.

Step 4. Unless the parties agree otherwise, the Association shall request the WERC to submit a panel of five (5) arbitrators to the parties. The parties shall alternately strike names from the panel until one remains, who shall be appointed the arbitrator. The Association shall make the first strike. The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue a decision in writing within thirty (30) days of the conclusion of the testimony and argument. In rendering his

or her decision, the arbitrator shall neither add to, detract from nor modify any of the provisions of the Agreement.

7.03 – Unless the parties agree otherwise, expenses for the arbitrator’s services and the proceedings shall be borne equally by the County and the Association. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made providing it pays for the record and makes copies available without charge to the arbitrator.

7.04 – The Association may appoint representatives of the Association and shall inform the County of the names of the individuals so appointed, and of any change thereafter made in such appointments. The County shall allow the representatives the necessary time to process grievances during the course of the duty day.

7.05 – The time periods in this Article except in Section 7.01 shall not include Saturdays, Sundays and holidays and any time period may be extended by mutual agreement of the parties. Initiation and appeals of grievances, notifications, answers and replies will be deemed made or presented as of the date of the postmark, if such are mailed.

7.06 – A settlement of an individual grievance which was not obtained through arbitration will not be used as a binding precedent on the Association or any employee in the bargaining unit other than the individual grievant involved if such grievance was neither processed by nor filed by the Association. Nothing in this Article shall be construed to permit a grievance to be appealed to Step 4 without the approval of the Association.

ARTICLE 8 – HOURS

8.01 – WORK WEEK

A. The normal workweek for full-time Patrol Officers will be 5 on-2 off, 5 on 3-off and the normal workday for such employees shall consist of an eight and one-third (8.33) hour shift.

B. The normal workweek for full-time employees assigned to the Criminal Justice Unit (CJU) and the MEG Unit, and Law Enforcement Specialists assigned to investigations, shall average forty (40) hours based on a fifty-two (52) week year. The normal workday for such employees shall consist of an eight (8) hour shift.

C. The normal workweek for full-time Law Enforcement Specialists will be 5 on-2 off, 5 on-3 off, and the normal workday for such employees shall consist of an eight and one-third (8.33) hour shift. Shift times as Law Enforcement Specialists may vary from shift times for Patrol Officers, up to four (4) hours before or after the Patrol Officer shift times. Shift times may be changed for any one or all of the Law Enforcement Specialists upon twenty-four (24) hour notice to the employee or employees involved.

D. Assignment of staff covered under this agreement will be made in the following manner:

1. Assignments to the various shifts shall be selected by bargaining unit seniority each October. The assignment to the shifts are set for one year.
2. When an opening occurs on a shift during the year and such opening is not subject to the job posting provisions of the contract, it will be filled as follows:
 - (a) If the opening occurs prior to September 1, it will be posted and filled by seniority. Management retains the right to set the date for the change based on manpower and training issues within a reasonable time frame.
 - (b) If the opening occurs on or after September 1, it may be filled by management within its sole discretion.
 - (c) An individual who is awarded a change in shift under this procedure will carry forward his/her vacation selections, subject to availability. In the event that the individual's vacation is not available on the new shift, the individual will select vacation, subject to vacation availability on the new shift.

ARTICLE 9 – OVERTIME

9.01 – Employees will be compensated at the rate of time and one-half (1^{1/2}) based on their normal rate of pay for all hours worked in excess of their scheduled workday or workweek, provided however, that for part-time employees such rate shall be paid for all hours worked in excess of forty (40) in any workweek.

9.02 – A call-in is defined as any time an employee is required to work outside of his or her normally scheduled hours except hours which are worked consecutively prior to or subsequent to the employee's scheduled work hours. An employee shall be entitled to call-in pay when required to work outside of his normally scheduled hours as herein defined. The employee shall receive the greater of three (3) hours pay at the employee's regular rate of pay or overtime pay for the actual hours worked, whichever is greater.

9.03 - Aside from overtime sign up, emergency situations or as specified otherwise in this Agreement, overtime must be authorized and approved by the Department Head or division head before overtime can be paid.

9.04 – In lieu of pay for up to one hundred (100) overtime hours per year, an employee may request compensatory time off on a straight-time basis. Such time off will be granted at a time mutually agreed upon between the employee and the Sheriff or his or her designee. In addition, all compensatory time on the books shall be paid out as of December 15 of each calendar year.

9.05 - Overtime Allocation. These allocation rules cover all overtime shifts pertaining to

Patrol, Civil Process, and Criminal Justice Unit (Transports):

- a) All overtime is allocated by seniority. Seniority is based upon bargaining unit seniority within the bargaining unit currently known as the Outagamie County Deputy Sheriff's Association.
- b) At the beginning of every month the known overtime is posted on the board in the squad room. If additional overtime becomes available during the month (i.e., because of vacation, training, etc.) it is added to the posting on the board.
- c) Officers can bump a junior officer who signed for the posted overtime up until twenty-four (24) hours prior to the overtime assignment. Employees exercising the bumping right shall notify the officer bumped.
- d) The officer with the most seniority twenty-four (24) hours prior to the posted overtime assignment is given the assignment.
- e) If overtime is created twenty-four (24) hours or less before the overtime assignment is to begin, one person from the shift working at the time immediately prior to the shortage shall be held over to work one-half of the next shift, the other half of the shift will be worked by someone called in from the next shift. Both of these individuals shall be chosen by bargaining unit seniority amongst those available. If no one voluntarily takes the overtime it shall be assigned to the junior most officer available. If there is someone not on the current or upcoming shift that is willing to cover the shift, it is the responsibility of the least senior officer to contact that individuals and make arrangements for someone to come in to cover the need in lieu of the least senior officer. Any arrangements made must also be brought to the attention of the Staff Sergeant or supervisor on duty.
- f) A whole shift of posted overtime may be split into two separate overtime assignments, each assigned to a different officer. A junior officer can bump senior officers who split a shift of posted overtime if the junior officer takes the whole posted overtime shift. Employee exercising the bumping right shall notify the officer(s) bumped.
- g) If a shift becomes short because of someone calling in sick or other unforeseen reason, one person from the shift working at the time immediately prior to the shortage shall be held over to work one-half of the next shift (if they are still on duty), the other half of the shift will be worked by someone called in from the next shift. Both of these individuals shall be chosen by bargaining unit seniority. If no one voluntarily takes the overtime it shall be assigned to the junior most officer.
- h) It is the intent of the parties to handle special assignment overtime as it has been handled in the past.

ARTICLE 10 – WORKER'S COMPENSATION DIFFERENTIAL PAY

10.01 – In the event an employee becomes entitled to and receives Worker's

Compensation payments for temporary-total or temporary-partial disability under Chapter 102, Wisconsin Statutes, the employee's Worker's Compensation payments will be supplemented so that the employee will receive eighty percent (80%) of his or her full salary during said period up to a maximum of twenty-six (26) calendar weeks from the date of the original injury or illness. This shall be accomplished by the County paying the employee the difference between the employee's Worker's Compensation check and the employee's normal salary for the period covered by said Worker's Compensation check. For purposes of this article only, an employee shall be considered as entitled to Worker's Compensation payments for temporary-total or temporary-partial disability during the first three (3) days of any illness or injury, notwithstanding the provisions of Chapter 102, Wis. Stats. This article shall apply only to full-time employees.

10.02 – The County will continue to pay the County's share of the Health Insurance premium for an employee during the period such employee is receiving temporary-total disability Worker's Compensation benefits, up to a maximum of twelve (12) consecutive months from the date of the original injury or illness. The first month shall be the month in which the temporary-total disability began if such disability began prior to the 15th of that month, or it shall be the month immediately after the month in which the temporary- total disability began if such disability began after the 15th of that month.

ARTICLE 11 – PAID HOLIDAYS

11.01 – All permanent full time employees will receive one (1) day's pay for each of the holidays as listed in Appendix "B" that are not worked as part of the employee's regular work schedule, except that employees on a 5-2, 5-3 work schedule will receive one-half (1/2) day's pay for the afternoons of December 24th and December 31st. Permanent part-time employees who work at least an average of thirty (30) hours per week shall receive holiday benefits on a prorated basis according to actual time worked in relation to a full time employee.

To be eligible for holiday pay, employees shall work the scheduled workday immediately prior to and immediately after the holiday, unless on excused absence with pay for these days or unless the employee worked the holiday.

Any employee who works the listed holidays as part of his/her regular work schedule shall receive one and one-half (1 1/2) times their regular pay in addition to their regular pay, for a total of two and one-half (2 1/2) times their regular rate.

In the event Christmas Eve, Christmas Day, New Years Eve or New Years Day falls on a weekend, the Human Resources Director shall assign the work day (either immediately before or after the holiday) to be observed by those employees working a 5-2 schedule.

11.02 – Floating Holidays. Employees hired between January 1 and June 30, and who are listed in Appendix "B" are entitled to one or more floating holidays, upon hire. Employees hired on or after July 1 of a calendar year, and who are listed in Appendix "B" as entitled to one or more floating holidays, are not eligible for such floating holidays during the remainder of that calendar year of employment. In the event any employee

terminates employment without having taken a floating holiday(s) during the calendar year, such floating holiday(s) shall be canceled and may not be reinstated or paid for. An employee will not be allowed to use a floating holiday(s) after having given notice of termination except in the case of retirement into the Wisconsin Retirement System.

If an employee moves from one employee group to another or has a status (i.e. part-time to full-time) change throughout the year, any floating holidays they are eligible for will be based on the transfer date into the new employee or status. If the employee moves to the employee group prior to July 1st, they will acquire the floating holiday count for their new employee group less any hours that they have already used. If the employee moves July 1st or later, there is no change and they will keep the balance they had at the beginning of the year, less any floating holidays used.

ARTICLE 12 – VACATIONS

12.01 – The vacation policy for the Sheriff's Department is as follows:

- 2 weeks of vacation upon hire
- 3 weeks of vacation after three (3) years of continuous service
- 4 weeks of vacation after eight (8) years of continuous service
- 5 weeks of vacation after fifteen (15) years of continuous service

Continuous service shall not include any period of layoff or unpaid leave of absence in excess of thirty (30) days.

12.02 – A week is defined as five (5) days of vacation for all employees.

12.03 – Vacation benefits shall be accrued at a rate of one-twelfth (1/12) of the employees' authorized vacation for each full month of employment in the previous anniversary year. A full month of employment is any month in which the employee has received pay for a least ten (10) regular workdays. "Pay" includes regular pay, sick leave pay, vacation pay, funeral leave pay, and, for employees working a 5-2 work schedule, holiday pay.

12.04 – Vacation allowances shall not be cumulative and must be taken during the anniversary year of authorization, however, an employee may carry over up to five (5) vacation days to the next anniversary year for use in but not beyond that next anniversary year (on termination such carry over vacation shall be paid for at the wage rate in effect at the end of the prior anniversary year; carry over vacation shall be considered the first used in such next anniversary year for this purpose).

12.05 – In cases of termination for reasons other than discharge for cause or voluntary separation without a two week (14) day notice or without remaining in active employment during the fourteen (14) days after notice of termination, an employee will be paid for his/her authorized but unused and/or his/her accrued but unauthorized vacation allowance on the following basis:

- a) An employee who terminates employment prior to completing one year of

continuous service shall not be eligible for any payment whatsoever.

- b) An employee, except one listed in paragraph (a), will receive payment for all vacation allowance authorized at the start of their current anniversary year but unused at the date of termination, provided however that if such employee terminated employment prior to completing an anniversary year of continuous service, such employee shall not be eligible for payment for any additional vacation allowance authorized because the employee would have moved to a higher vacation eligibility level.
- c) An employee, except one listed in paragraph (a), will receive payments for accrued but unauthorized vacation allowance on a pro-rata basis from the employee's previous date of hire anniversary to the date of termination (computed to the nearest one-quarter month) and based on such employee's eligibility level as of the date of termination and the accrual provisions contained in Section 12.03.

12.06 – The Department Head shall have a vacation schedule available for employees on or before January 1 preceding the year vacations are to run, so that picking vacations can be by classification seniority by rank and subject to present procedure and practice. (In case utilization of classification seniority under this Article results in a tie, bargaining unit seniority will then be used.) Any vacation picks not made on such vacation schedule by March 1 of the year vacations are to run will be granted only as permitted by the Sheriff, regardless of seniority. The following vacation selection procedure will be followed:

- a) Classification seniority by rank will prevail as far as selection of an employee's first week of vacation.
- b) After all employees have selected one week of vacation, each employee will be given a choice of his/her second week of vacation according to classification seniority by rank.
- c) The same procedure will be used until all accumulated vacation is posted.
- d) A list will be posted and any employee who does not have all of his or her vacation filled in by March 1 will not have seniority choice.
- e) This policy shall apply to all divisions of the Sheriff's Department.

12.07 – Permanent part-time employees who work at least an average of thirty (30) hours per week shall receive vacation benefits on the above basis pro-rated according to actual time worked in relation to a full-time employee.

12.08 – Vacation Usage for Deputies

- a) Only two (2) Deputies per shift will be allowed off on vacation, floating holidays or compensatory time off. This provision does not apply to contracted positions outside

the Outagamie County Sheriff's Office.

If the 5-3 Side Bar Agreement is terminated, the language in this section shall revert back to the language of the 2016-2017 collective bargaining agreement

- b) One (1) additional deputy would be allowed off per shift under the following conditions:
 - i) That the request is made within fourteen (14) days of the requested day off; And
 - ii) If allowing the additional deputy off would not cause overtime based upon the number of deputies scheduled to work that day.
- c) That on days of the monthly ERT training individual vacation days will not be allowed but requests for a week of vacation will be administered in the normal manner. The definition of "a week of vacation" is "five (5) successive scheduled work days which may or may not be separated by scheduled days off".
- d) That the days for the ERT training will be posted by January 1 each year for the entire year.

ARTICLE 13 – SICK LEAVE

13.01 – Every full-time employee of the department shall be entitled to sick leave of one (1) workday with pay for each completed month of service after satisfactory completion of six (6) months service from the date of initial employment. Permanent part-time employees who work at least an average of thirty (30) hours per week shall receive sick leave benefits on the above basis pro-rated according to actual time worked in relation to a full-time employee. A completed month of service is any month in which the employee has received pay for at least ten (10) regular workdays. "Pay" includes regular pay, sick leave pay, vacation pay, funeral pay, and for employees working a 5-2 schedule, holiday pay.

13.02 – Permanent full time employees may accumulate unused sick leave up to a total of one hundred and twenty (120) days. Permanent part-time employees who work at least an average of thirty (30) hours per week may accumulate unused sick leave on the above basis pro-rated according to actual time worked in relation to a full-time employee.

13.03 – Employees absent from work on legal holidays, on sick leave, vacation or on disability leave arising from injury sustained in the course of their employment with the County or for other authorized leaves of absence with pay shall continue to accumulate sick leave at their regularly prescribed rate during such absence as though they were present for duty.

13.04 – An employee eligible for sick leave with pay may use such sick leave upon notification to the employee's Department Head one (1) hour prior to commencement of the employee's shift, if possible, for absence due to illness, injury, exposure to contagious

disease or due to illness in the employee's immediate family (i.e., the employee's spouse, child or step-child) requiring the employee's personal attendance. Sick leave may also be used upon approval of the Department Head for dental or medical appointments for examination or treatment for the employee personally, provided that the employee has made a good faith effort to schedule such appointments during non-working time or, in the alternative, to schedule all appointments as close as possible to lunch period or quitting time. No sick leave with pay will be allowed after an employee has given notice of termination, provided that this does not apply to any employee who gives notice of retirement under the Wisconsin Retirement System.

13.05 – The Department Head may request a doctor's certificate before approving such leave with pay if three (3) or more consecutive workdays are missed. After four (4) instances of sick leave in a calendar year, a doctor's certificate may be requested for any further instance of sick leave, regardless of duration.

13.06 – Absences for a fraction or part of a day that are chargeable to sick leave in accordance with these provisions shall be charged in no less than one-half (1/2) hour incremental units, i.e., one-half hour, or one hour, or two and one-half hours, etc.

13.07 – On separation from County service, all sick leave credits shall be canceled and may not be reinstated or paid for; except on statutory retirement or after twenty (20) years of continuous employment by the County, all of accumulated sick leave shall be paid up to one hundred twenty (120) days at the rate of pay in existence at the time of retirement or termination.

An employee who retires shall be allowed, upon written request therefore, to remain in the health insurance program up to the age the employee is eligible for Medicare or is covered by another group health insurance program that is paid for by another employer, provided the employee pays the full amount of the following month's premium to the Outagamie County Treasurer as required by COBRA regulations.

This item is open for reconsideration during the contract period, should the Association determine that all members wish to transition to sick leave credits rather than the payout.

13.08 – To the extent that any of the provisions above are not in compliance with the Federal Family Medical Leave Act, or the Wisconsin version of the same, it shall be considered invalid and the provisions of those Acts shall trump any of the language above.

ARTICLE 14 – MILITARY LEAVE

14.01 – An employee who is a member in the United States Military will be granted a leave of absence without loss of pay for up to two weeks per calendar year. To receive the difference between military wages and County salary, the employee must submit a copy of his/her orders with proof of pay. At such time as an employee may have his/her military duty extended past the two week limit noted above, the Uniformed Services Employment and Re-employment Rights Act of 1994 (USERRA) will apply.

ARTICLE 15 – SPECIAL LEAVES

15.01 – In addition to leaves authorized above, the Department Head may authorize an employee to be absent without pay for personal reasons for a period or periods not to exceed ten (10) working days in any calendar year.

15.02 – The Department Head may authorize special leaves of absence for any period or periods not to exceed three calendar months in any one calendar year for the following purposes: with or without pay, for attendance at a college, university or business school, for the purpose of training in subjects relating to the work of the employee and which will benefit the employee and the County service; without pay, for urgent personal business requiring employee’s attention for an extended period such as settling estates or liquidating a business; with pay, for serving on a jury, provided that any monies received for such jury duty are turned over to the County; with pay, for attending court, except in cases involving a criminal act by the employee or a civil case not connected with the employee’s official duties for the County in which the employee is a party or witness; and with or without pay for purposes other than the above that are deemed beneficial to the County service.

15.03 – The County Human Resources Director (or designee), upon the recommendation of the Department Head concerned, may grant leaves of absence with or without pay in excess of the limitations above for the purposes of attending extended courses of training at a recognized university or college and for other purposes that are deemed beneficial to the County service.

15.04 – The granting or denial of a leave of absence under this Article shall not be subject to the arbitration step (Step 4) of the grievance procedure in Article 7.

ARTICLE 16 – ABSENCE WITHOUT LEAVE

16.01 – An employee who is absent from duty for any reason not otherwise covered shall report the reason therefore to the employee’s supervisor prior to the date of absence when possible and in no case later than one-half (1/2) hour before the commencement of a working day. All unauthorized and unreported absences shall be considered absences without leave and deduction of pay shall be made for the period of absence. Three (3) consecutive days of absence without leave shall be construed as representing resignation from the County service.

ARTICLE 17 – MEDICAL LEAVE

17.01 – Employees on an unpaid leave of absence under this Article who are enrolled in the group health and/or dental insurance programs shall be permitted to continue their participation in such programs while on such leave under the applicable COBRA provisions. Employees on an unpaid leave of absence under this Article who are enrolled in the life insurance program shall be permitted to continue their participation in such program for up to twelve (12) months provided they pay the full amount of the following month’s premium to the County Treasurer in advance by the twenty-fifth (25th) of the month. If an employee begins such leave after the twenty-fifth (25th) of the month, the employee shall pay the full amount of the following month’s premium to the County

Treasurer on the date the employee begins such leave. The County shall pay the employer's share of the premium for any month in which a full-time employee received pay for at least ten (10) regular workdays or in which a part-time employee received pay for at least one-half of the employee's regular monthly work hours.

17.02 – Employees on an unpaid leave of absence because of such non-work related illness or injury who are enrolled in the life insurance plan can elect up to twelve (12) months of continuation by paying the group rate premium to the County Treasurer by the twenty-fifth (25th) of the month for the following month's coverage. However, for the first three (3) months of absence caused by such non-work related illness or injury, the Employer shall pay for up to the first three (3) months of that continuation. The cessation of this County sponsorship for the life insurance plan shall be triggered by the end of the three month time frame, the employee's return to work termination from employment with Outagamie County, or death, whichever occurs first.

ARTICLE 18 – FUNERAL LEAVE

18.01 – All permanent full-time employees shall be entitled to a three-day leave with pay, due to the death of an immediate family member. Such leave will be granted at the employee's regular straight-time rate and shall be limited to the regularly scheduled time lost within the period beginning with the day of funeral leave and continuing through the day after the funeral. For purposes of funeral leave, immediate family is defined to include the employee's spouse, parent, child, parent-in-law, step-parent, step-child, stepbrother, step-sister, brother, sister, brother-in-law, sister-in-law, grandparent and grandchild.

18.02 – Requests for such leave shall be made to the employee's Department Head.

18.03 – An employee may extend the time off for the funeral by using up to two (2) days of his/her vacation, floating holiday (if applicable), or compensatory time, sick time (if all other accrued time has been exhausted), or unpaid time (if no leaves are available).

18.04 – Permanent part-time employees shall be entitled to a one-day leave with pay, due to the death of an immediate family member. Such leave shall be limited to one (1) funeral per year.

ARTICLE 19 – FAIR DISMISSAL AND DISCIPLINE

19.01 – Discipline Action

- a) No employee who has completed his or her initial probationary period may be subject to disciplinary action except for good cause and after the employee has been accorded the procedural rights herein set forth. Disciplinary action is defined as censure, suspension, demotion, dismissal (discharge), reassignment or other punitive action taken against any employee who has passed his or her probationary period. Disciplinary action shall be initiated within forty-five (45) working days (i.e., administrative working days, Monday through Friday, excluding weekends and fixed holidays as referred to in Section 11.01 and Appendix B) of the offense or occurrence or knowledge thereof by the Sheriff or the employee's immediate

supervisor outside the bargaining unit. In the event of a criminal investigation, disciplinary action shall be initiated within fifteen (15) working days of the completion of that criminal investigation or within one hundred and five (105) calendar days of the offense or occurrence or knowledge thereof by the Sheriff or the employee's immediate supervisor outside the bargaining unit, whichever occurs first.

- b) In every case of disciplinary action, the punishment adjudged shall be commensurate with the offense. Except as provided in Section 19.02, disciplinary action is subject to the grievance and arbitration procedure contained in Article 7.

19.02 – Procedural Rules for Disciplinary Action Involving Suspension, Demotion or Dismissal (Discharge).

In the event the contemplated disciplinary action involves suspension, demotion or dismissal (discharge), a written complaint will be filed with the Outagamie County Board Grievance Committee specifically setting forth the reasons for the contemplated disciplinary action with full information concerning the nature of the complaint, the conduct complained of, and such other facts as may be relevant; and the following procedural rules will apply.

- a) An employee against whom such disciplinary action is contemplated shall be sent a copy of the complaint. Within ten (10) working days as defined in Section 19.01(a) of receipt of the written complaint, the employee may file a written response if he or she so desires. In preparing the written response, the employee shall have access to his or her personnel file or such other records or documents as may be necessary or desirable in preparing the aforesaid response.
- b) Within ten (10) working days as defined in Section 19.01(a) of receipt of the written complaint, the employee may request a hearing on the contemplated disciplinary action before the Outagamie County Board Grievance Committee. The hearing before the designated committee shall be within three (3) weeks after filing of the request for the hearing, but in no event sooner than five (5) working days as defined in Section 19.01(a) from the receipt of the request unless the employee shall consent to an earlier hearing. The employee may request that a written transcript of the aforesaid hearing be taken.
- c) No disciplinary action involving suspension or dismissal (discharge) shall be taken prior to the aforesaid hearing, except in cases where the conduct complained of would require immediate disciplinary action be taken.
- d) An employee who is notified of pending disciplinary action shall be advised of his or her right to counsel, the availability of the assistance of the Association, and the right to a hearing before the committee so designated.
- e) The action of the Committee of the County Board is not subject to appeal through the grievance and arbitration procedure contained in Article 7 or to a complaint pursuant to Section 111.70(3) (a)5, Wisconsin Statutes, and any appeal must be

processed pursuant to the provisions of Section 59.26(8)(b)6, Wisconsin Statutes.

19.03 – Personnel File. An employee's personnel file will be made available at reasonable times for inspection by that employee in the presence of the Department Head or his or her representative upon the request of the employee involved. If copies of any material contained therein are desired by the employee, they will be made available at the cost of reproduction. An employee's attorney may accompany such employee. To the extent the language above is inconsistent with local, state or Federal law, it shall be deemed invalid and the language of any law pertaining to the same shall be binding on the parties.

ARTICLE 20 – PROMOTION AND VACANCIES – JOB POSTING

20.01 – When a vacancy or promotion exists, notice of the vacant position classification shall be posted electronically on the Outagamie County intranet site so as to give all employees of the department an opportunity to express their interest in the position. The position shall not be filled for a minimum of five (5) days after said notice has first been posted. The promotion or vacancy shall be filled from those qualified applicants expressing an interest in the position in accordance with the applicant's qualifications, bargaining unit seniority and ability before hiring from the outside. Disputes over the selection of an applicant to fill the position shall be subject to the grievance procedure.

20.02 – The notice of the vacant position will contain at least the pay grade, description of duties and qualifications of the position.

20.03 – Application for such posted position(s) shall be made in the Human Resources Department.

ARTICLE 21 – PAY PERIOD

21.01 – Outagamie County shall pay on a bi-weekly pay period. If Friday is on a legal holiday, so designated by the County, then payday shall be on the day preceding.

ARTICLE 22 – SALARIES

22.01 – The salary schedule as set forth in Appendix "A", which is attached hereto and incorporated herein, shall be effective for the period of this Agreement.

22.02 – When contract settlement is approved by Association membership and put in resolution form and passed by the County Board so that the new contract changes will conform to the resolution passed by the County Board, employees may receive benefits of the new contract from the first pay period following passage of the resolution unless passage of such resolution is prior to the effective date of the new contract.

22.03 – In the event an employee is absent for a period of five (5) consecutive calendar weeks, any employee in a lower paying classification who is thereafter required to fill the position of the absent employee shall be paid at the lowest step in the classification of the absent employee which exceeds the employee's present rate of pay while so filling in.

22.04 – Permanent part-time employees who work at least an average of thirty (30) hours

per week shall receive salary step increases effective the pay period following their anniversary date.

22.05 – Employees hired in a classification shall advance to the higher pay steps in such classification at the beginning of the pay period following completion of the appropriate anniversary year of employment.

22.06 – In the event an employee is promoted to a position in a higher classification, the employee's entrance rate in the higher classification shall be at the step in the higher classification which provides an increase in pay. Succeeding advancements to higher pay steps in the higher classifications shall be made at the beginning of the pay period following completion of the appropriate anniversary year of promotion. Such promoted employees shall be eligible for longevity rates as follows:

- a) 1st Longevity Rate. (After 4 Years) – An employee must have been employed by the County in a position in this bargaining unit for at least four (4) years, and have also spent one year at the maximum rate for the classification into which the employee was promoted. (Note: This provision is inapplicable to those employees whose entrance rate in the classification to which the employee was promoted is the first longevity rate.)
- b) 2nd Longevity Rate. (After five years) – An employee must have been employed by the County in a position in this bargaining unit for at least five (5) years, and have also spent one (1) year at the first longevity rate for the classification into which the employee was promoted.

ARTICLE 23 – LONGEVITY

23.01 – The longevity plan as set forth in Appendix "A", which is attached hereto and incorporated herein shall be effective for the period of this Agreement.

ARTICLE 24 – PROFESSIONAL IMPROVEMENT PROGRAM

24.01 – For every three (3) credits or their equivalent obtained while employed by the County in the Police Administration Program offered by the University of Wisconsin-Oshkosh or credits equivalent as certified by the University of Wisconsin-Oshkosh, or the Police Science Technology Curriculum offered by the Fox Valley Technical College, the employee shall receive the sum of \$5.00 per month. In the event of any change in the program, curriculum or courses which were offered by the University of Wisconsin-Oshkosh or by the Fox Valley Technical College, the question of whether such changed program, curriculum or courses will be paid for under this Article will be discussed first between the County and the Association. In the event of any dispute which remains unresolved after such discussions, such dispute shall be processed through the grievance procedure and the standard to be applied in such grievance procedure is whether such changed program, curriculum or course is reasonably related to the program or pertain to recommended police science technology.

24.02 – Payment as provided herein shall be in addition to any other salary or benefits

to which the employee may be entitled and payment shall be made in the first pay period immediately following evidence of satisfactory completion of the courses of instruction above described.

24.03 – All full-time employees who have completed probation are eligible to participate in the Professional Improvement Program herein set forth, provided however, that all employees must give written notice to the Sheriff prior to commencing any course.

24.04 – No employee shall receive more than the equivalent of six (6) credits in any one (1) year. Credits earned in addition to the yearly maximum allowed hereunder may be accumulated for payment at a future date, but in no event shall the aforesaid payments exceed the maximum allowable of six (6) credits per year. Total payments under this program shall be limited to payments for a maximum of 65 credits.

24.05 – Satisfactory completion of the course is defined as a grade point of C or above.

24.06 – The County will reimburse an employee up to \$100 per year toward the cost of any required books and tuition for the course of instruction above described, provided however, that such reimbursement will not be made if the employee is eligible for such payments from any other state, federal or private program. Such reimbursement will be made in the first pay period immediately following evidence of satisfactory completion of the course of instruction. Student classroom and study hours shall not be considered as work hours nor be subject to compensation.

ARTICLE 25 – RETIREMENT CONTRIBUTION

25.01 - Employees hired before July 1, 2011 will make the same employee required contribution to the Wisconsin Retirement System as the “Protective with Social Security” category of employees, up to a maximum of seven percent (7.0%) of their earnings. Should the employee required contribution to the Wisconsin Retirement System of the “Protective with Social Security” category of employees exceed seven percent (7.0%), the employer will pay any additional sum owed.

ARTICLE 26 – LIFE INSURANCE

26.01 – The Employer shall make available to permanent full-time employees a Term Life Insurance policy in the amount of fifty thousand dollars (\$50,000). The Employer shall pay one hundred percent (100%) of the premium and such permanent full time employees will be eligible to participate in the County’s life insurance program commencing on the first of the month following six (6) months of employment. The employees shall have conversion privileges as determined by the Employer’s life insurance carrier.

26.02 – In the event an employee experiences a qualifying event as described in the plan document and is enrolled in the term life insurance plan prior to that event, continued participation in the plan will be governed by the parameters of the plan document, provided they pay the full amount of the following month’s premium to the County Treasurer in advance by the twenty-fifth (25th) of the month.

ARTICLE 27 – HEALTH INSURANCE AND DENTAL INSURANCE

27.01 – Effective April 1, 2019, in the event the County offers its eligible employees a group health hospital/surgical low deductible plan, the Employer's contribution level toward the monthly premium shall be an amount representing eighty-five percent (85%) of the premium, and for employees desiring and eligible for single or family coverage the employee's contribution level toward the monthly group health low-deductible plan premium shall be an amount representing fifteen percent (15%) of the premium.

27.02 - Effective April 1, 2019, in the event the County offers its eligible employees a plan that meets the IRS guidelines for a Health Savings Account Health Plan (HSAHP), the employee premium contribution towards the HSAHP shall be ten percent (10%) for full time employees.

27.03 – The County agrees to provide a dental plan for employees in this bargaining unit who work at least an average of thirty (30) hours per week. The County will pay sixty-five percent (65%) of the single or family dental plan premium for employees desiring and eligible for dental insurance.

27.04– For permanent part-time employees who work at least an average of thirty (30) hours per week over the period of one year, the County shall pay the County share of health insurance and dental plan premiums.

27.05 – Employees eligible to participate in the County's and dental plans shall commence coverage on the 1st of the month following one (1) month of employment.

27.06 – In the event an employee has a spouse that is also a County employee, that employee and spouse will be entitled only to two single health insurance plans or one family health insurance plan between them from the County.

27.07 – In the event an employee has a spouse that is also a County employee that employee and spouse will be entitled only to either two single dental plans or one family dental plan between them from the County.

27.08 – In the event an employee experiences a qualifying event as described in the COBRA regulations and is enrolled in the health insurance plan and/or the dental insurance plan prior to that event, continued participation in the plan(s) and payment for the plan(s) will be governed by the parameters of COBRA regulations.

27.09 - Effective on the first pay period following December 31st for employees who are enrolled in the HSAHP, the County will contribute to an employee's Health Savings Account (HSA).

- a) For new employees who enroll in the HDHP after January first of the calendar year, the County will contribute a prorated amount to the employee's HSA for that calendar year.
- b) Increase in Health Plan Deductible. In the event that an increase in the health plan's

annual deductible is necessary in order for the plan to qualify as a HDHP under federal or state regulations, the County agrees to increase its annual contribution to each employee's HSA by an amount equal to fifty-three and thirty-three hundredths percent (53.33%) of the increase in the deductible.

- c) HSA – Payroll Deduction. As allowed by law, the County agrees to allow employees to contribute, through payroll deduction, additional funds to their HSA up to the amount allowed by the IRS.
- d) Hold Harmless. The County will be held harmless for any employee eligibility issues or tax consequences caused by outside insurance coverage, inappropriate withdrawals, payroll deductions in excess of the allowable limits, or other matters beyond the County's control that would interfere with an employee's HSA eligibility.

ARTICLE 28 – CLOTHING ALLOWANCE

28.01 – The clothing allowance for employees shall be as follows:

<u>Initial Allowance</u>	
Uniformed Employees	\$450.00
Non-Uniformed Employees	\$350.00
<u>Annual Allowance</u>	
Employees	\$575.00
Non-Uniformed Employees	\$525.00

28.02 – The payment and administration of the clothing allowance will be made in accordance with current policies.

In the event an employee leaves employment with the Outagamie County Sheriff's Department within eighteen (18) months of his/her original date of hire, for any reason, the employee shall reimburse the County for the cost of the initial clothing allowance. It is agreed that such reimbursement shall be made as a payroll deduction from any remaining funds of the employee to the extent allowable by law. If funds are insufficient, the employee shall be responsible for making any remaining payment directly to the County.

ARTICLE 29 – SHIFT TRADES

29.01 - Trades will be allowed in 4 or 8 hour increments.

29.02 - Requests for trades must be submitted at least 48 hours in advance. The 48 hour requirement may be waived on a case by case basis by the Sheriff or his designee.

29.03 - At the time of the trade approval, trades cannot create a situation where the

employee works more than 13 days in a row. In addition, the employee must be off duty one shift (7:40 hours) between the worked shifts.

29.04 - Trades cannot adversely affect the County's ability to meet staffing requirements.

29.05 - If an employee does not work their obligated trade, and has not taken sick leave or vacation, the employee must reimburse the County for the actual costs (hours) for filling the shift. Management shall call the employee that is obligated to work the trade day prior to calling in any other employee to work the shift.

29.06 - If an employee calls in sick on a trade day the employee must bring in a doctor's excuse covering the trade day within 48 hours of the missed day. If the employee fails to bring in a doctor's slip the employee's sick leave will be docked 1½ times the number of hours missed by calling in sick for the trade day.

29.07 - The time limits in which trades must be completed for all OCDSA members shall be the same as the current time limits set for staff covered by this bargaining agreement, which is all trades must be completed within the year in which they are made except if the schedule for the following year has been posted then a trade may be completed within the year of the posted schedule also.

ARTICLE 30 – NO STRIKE

30.01 – Neither the Association nor the officers, agents or employees will instigate, promote, encourage, sponsor, engage in or condone any strike, picketing, concerted work stoppage or any other concerted interruption of work during the term of this Agreement.

ARTICLE 31 – AMENDMENT PROVISION

31.01 – This Agreement is subject to amendment, alteration or addition only by a subsequent written agreement between and executed by the County and the Association 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 all its terms and conditions.

ARTICLE 32 – SAVINGS CLAUSE

32.01 – 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 should be restrained by such tribunal, the remainder of the Agreement and addenda shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE 33 – NO AGREEMENT

33.01 – The County agrees not to enter into any other agreement written or verbal with the members of the bargaining unit individually or collectively which in any way conflicts with the provisions of this Agreement.

ARTICLE 34 – CONDITIONS OF AGREEMENT

34.01 – This Agreement constitutes an entire agreement between the parties and no verbal statement shall supersede any of its provisions.

ARTICLE 35 – TERM OF AGREEMENT

35.01 – This Agreement shall become effective as of the 1st day of January, 2023, and remain in full force and effect to and including the 31st day of December, 2025 and shall renew itself for additional one year periods thereafter, unless either party has notified the other party in writing on or before one hundred-twenty (120) days prior to the end of the contract period that it desires to alter or amend this Agreement at the end of the contract period. Only wages shall be retro-active for this contract period.

35.02 – It is agreed by and between the parties that the terms and conditions of the employment contract as contained herein shall be binding on both parties. The contract may be reopened by mutual agreement of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, this _____ day of November, 2024.

OUTAGAMIE COUNTY:

OUTAGAMIE COUNTY SHERIFF'S ASSOCIATION:

COUNTY BOARD CHAIRPERSON

PRESIDENT

COUNTY CLERK

SECRETARY

COUNTY EXECUTIVE

HUMAN RESOURCES DIRECTOR

APPENDIX A -ARTICLE 22

OUTAGAMIE COUNTY DEPUTY SHERIFF'S ASSOCIATION FOR PAYROLL PURPOSES

APPENDIX "A"

2023 SALARY SCHEDULE - EFFECTIVE January 1, 2023

Grade		1st Year	2nd Year	3rd Year%	(Max. Rate) After 3 Years	(1st Long. Rate) After 4 Yrs. & 1 Yr. At Max Rate	(2nd Long. Rate) After 5 Yrs. & 1 Yr. At 1st Long Rate	10+ Years
16	Law Enforcement Specialist	\$ 30.856	\$ 33.201	\$ 34.341	\$ 35.721	\$ 37.107	\$ 38.482	\$ 40.122
14	Patrol Officer	\$ 28.090	\$ 31.221	\$ 32.367	\$ 33.201	\$ 34.341	\$ 35.978	\$ 37.617

An additional \$1.25 per hour will be paid for each hour a Patrol Officer is assigned to work as a Field Training Officer. An additional \$.80 per hour will be paid for each hour an officer is assigned the duties of Certified Bomb Technician. (NOTE: Reimbursed retirement amounts listed in Section 25.01 lot included in above).

NOTE: Eligibility for and payment of specific longevity rates will be as provided in Section 22.06.

OUTAGAMIE COUNTY DEPUTY SHERIFF'S ASSOCIATION FOR PAYROLL PURPOSES

APPENDIX "A"

2024 SALARY SCHEDULE - EFFECTIVE December 31, 2023

Grade		1st Year	2nd Year	3rd Year%	(Max. Rate) After 3 Years	(1st Long. Rate) After 4 Yrs. & 1 Yr. At Max Rate	(2nd Long. Rate) After 5 Yrs. & 1 Yr. At 1st Long Rate	10+ Years
16	Law Enforcement Specialist	\$ 32,856	\$ 35,201	\$ 36,341	\$ 37,721	\$ 39,107	\$ 40,482	\$ 42,122
14	Patrol Officer	\$ 30,090	\$ 33,221	\$ 34,367	\$ 35,201	\$ 36,341	\$ 37,978	\$ 39,617

An additional \$1.25 per hour will be paid for each hour a Patrol Officer is assigned to work as a Field Training Officer.

An additional \$.80 per hour will be paid for each hour an officer is assigned the duties of Certified Bomb Technician.

(NOTE: Reimbursed retirement amounts listed in Section 25.01 not included in above).

NOTE: Eligibility for and payment of specific longevity rates will be as provided in Section 22.06.

OUTAGAMIE COUNTY DEPUTY SHERIFF'S ASSOCIATION FOR PAYROLL PURPOSES
 APPENDIX "A"
 2025 SALARY SCHEDULE - EFFECTIVE December 29, 2024 and June 29, 2025

12/29/2024

Grade		1st Year	2nd Year	3rd Year%	(Max. Rate) After 3 Years	(1st Long. Rate) After 4 Yrs. & 1 Yr. At Max Rate	(2nd Long. Rate) After 5 Yrs. & 1 Yr. At 1st Long Rate	10+ Years
16	Law Enforcement Specialist	\$ 33,513	\$ 35,905	\$ 37,068	\$ 38,476	\$ 39,889	\$ 41,291	\$ 42,964
14	Patrol Officer	\$ 30,692	\$ 33,886	\$ 35,054	\$ 35,905	\$ 37,068	\$ 38,737	\$ 40,409

6/29/2025

Grade		1st Year	2nd Year	3rd Year%	(Max. Rate) After 3 Years	(1st Long. Rate) After 4 Yrs. & 1 Yr. At Max Rate	(2nd Long. Rate) After 5 Yrs. & 1 Yr. At 1st Long Rate	10+ Years
16	Law Enforcement Specialist	\$ 33,848	\$ 36,264	\$ 37,439	\$ 38,861	\$ 40,288	\$ 41,704	\$ 43,394
14	Patrol Officer	\$ 30,999	\$ 34,225	\$ 35,405	\$ 36,264	\$ 37,439	\$ 39,125	\$ 40,813

An additional \$1.25 per hour will be paid for each hour a Patrol Officer is assigned to work as a Field Training Officer. An additional \$.80 per hour will be paid for each hour an officer is assigned the duties of Certified Bomb Technician. (NOTE: Reimbursed retirement amounts listed in Section 25.01 not included in above).
 NOTE: Eligibility for and payment of specific longevity rates will be as provided in Section 22.06.

APPENDIX B – ARTICLE 11 – PAID HOLIDAYS

Job Title (Shift/Assign)	New Years Day	Good Friday	Memorial Day	4th of July	Labor Day	Thanks- giving	Afternoon of Dec 24	Dec 24	Dec 25	Afternoon of Dec 31	Dec 31	Floating Holiday	Floating Holiday	Floating Holiday	Floating Holiday
LES (5-2, 5-3)	X	X	X	X	X	X	X		X	X		X	X	X	
LES (5-2 or CJU)	X	X	X	X	X	X		X	X		X	X	X	X	X
Patrol Officer (5-2, 5-3)	X	X	X	X	X	X	X		X	X		X	X	X	
Patrol Officer (5-2 or CJU)	X	X	X	X	X	X		X	X		X	X	X	X	X

MEMORANDUM OF AGREEMENT REGULAR PERMANENT PART-TIME PATROL OFFICER(S)

This Agreement was reached to set forth the understanding of the parties regarding the hiring and employment of regular permanent part-time Patrol Officer(s). The expected, normal duties of such regular permanent part-time Patrol Officer(s) shall be courtroom security, community corrections, prisoner transports, airport LEO responsibilities and special event LEO responsibilities.

1. It is understood the regular permanent part-time Patrol Officer(s) hired by the Outagamie Sheriff's Department will be members of the Outagamie County Deputy Sheriff's Association (DSA) Section 2.01, will be required to pay the union dues in effect during their employment with the Sheriff's Department per Section 6.01, and will serve a one (1) year probationary period as required in Section 3.01 of the 2013-2015 collective bargaining agreement.
2. Such part-time Patrol Officer(s) will be awarded such position at the discretion of the Sheriff, and will normally be hired at the "First Year" step of the Patrol Officer wage range of "Appendix A", as detailed within the 2013-2015 collective bargaining agreement; except that retired or voluntarily resigned Patrol Officer(s) may be hired at the same step of the Patrol Officer wage range of Appendix A s/he was in at the time of such retirement or resignation so long as the hire date into the part-time Patrol Officer position occurs within 120 calendar days of such retirement or resignation.
3. Such part-time Patrol Officer(s) will not have a regularly established shift and will be assigned to various work hours, shift lengths and work days, according to the needs of the Sheriff, except that if the part-time Patrol Officer is notified of an assigned shift less than twenty-four (24) hours before the start of the shift, the assignment to the shift will be voluntary.
4. Except with respect to airport responsibilities, full-time employees will have first option for hours that become available or occur within twelve (12) hours of the beginning of the assigned shift.
5. Because such part-time Patrol Officer(s) will not have "regularly scheduled" shifts, they will not be eligible call-in pay as referenced in Section 9.02 of the 2013-2015 collective bargaining agreement.
6. Such part-time Patrol Officer(s) will be assigned work hours, shifts lengths, work days, or type or assignments based on seniority at as first twenty-four (24) or more hours per week, seniority will no longer be taken into consideration for future assignments that week.
7. Except as provided for in number four (4) above, part-time Patrol Officer(s) will have an opportunity to be assigned to any available hours in courtroom security, community corrections, airport related law enforcement responsibilities and prisoner transports, prior to the hours being made available to regular permanent full-time Patrol Officer(s) as overtime. However, part-time Patrol Officers will not be allowed to sign up for overtime assignments involving duties other than courtroom security, community corrections, airport security and prisoner transports, with the exception of Special Event Law Enforcement responsibilities, which they may sign up for and work

when those assignments have not been filled by full-time officers less than 24 hours prior to the event.

8. Such part-time Patrol Officer(s) will be granted the clothing allowance as a "Traffic Uniformed Employee" under Section 28.01 within the 2013-2015 collective bargaining agreement.

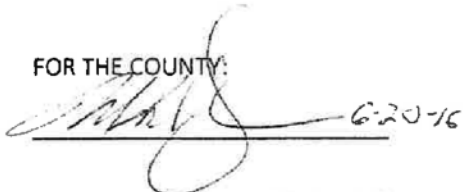
9. Applicants for a regular permanent part-time Patrol Officer position are not required to undergo the usual screening processes used in recruitment, such as physical agility tests, psychological assessments, and other usual and customary screening procedures, unless the applicant is an entry level law enforcement candidate.

10. Any regular permanent part-time Patrol Officer, who applies for a posted, regular permanent full-time position covered under the 2013-2015 collective bargaining agreement, is still required to participate, complete and pass the screening processes established for such posted position.

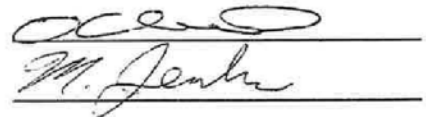
References to specific Section Numbers within this agreement coincide with those found in the 2013-2015 OCDSA collective bargaining agreement.

Dated this 16 of June, 2016

FOR THE COUNTY:



FOR THE UNION:



SIDE BAR AGREEMENT 5-3 WORK SCHEDULE

This side bar agreement is intended to outline the principal rules of the new 5-3 work schedule agreement with the Deputy Sheriff's Association. It is not intended to replace the most recent work agreement (2013-2015) currently in place except that any language in this agreement that conflicts with the current work agreement will supersede said work agreement. It is all parties' intent to utilize the language in this side bar agreement instead of the work agreement where is conflicting language.


- > 5-3 Schedule for Patrol Officers, excluding all current Monday-Friday scheduled workers.
 - > 8:50 minute work shift, which equates to an annual average of 2014 hours worked vs. the current schedule's average of 2027 hours worked.
- > Implementation of the new 5-3 schedule is expected to be July 10, 2016, with the assigned Town of Buchanan Deputies beginning July 24, 2016.
- > Deputies are to be paid actual hours worked per pay period until payroll is able to have the new payroll interface (Tyler Munis) installed and operational, which is tentatively set to be live, the first pay period following January 1, 2017.
- > Once the new payroll system is tested and operational, each check will be "smoothed" wherein each Deputy receives the average base pay, currently calculated to be equivalent to 77.46 hours each check, regardless of the number of hours they are actually scheduled to work during each pay period.
- > Until the "smoothing" or averaging of pay periods is in effect Deputies' checks will look similar to the current format, in that vacation days will be eight (8) hours, with the fifty (50) minutes being added in as straight pay, similar to the current twenty (20) minutes utilized with the 5-2 / 5-3 schedule. The same methodology would be used for sick days.
- > When working a holiday, Deputies receive 8:50 overtime pay, eight (8) hours holiday pay and fifty (50) minutes straight pay.
- > When taking vacation or sick leave on a holiday Deputies will receive eight (8) hours vacation or sick pay, fifty (50) minutes straight pay, eight (8) hours holiday pay and fifty (50) minutes of straight pay.
- > When Deputies are scheduled off on a holiday, they will receive eight (8) hours holiday and fifty (50) minutes straight pay.
- > The base rate will remain the same when vacation or sick leave is used, with the hours used being removed from each officers respective accrual bank, instead of changing the base number to reflect itemized straight pay and vacation or sick leave hours.
- > An exception to the standard base pay hours would be when Leave without Pay or other unpaid leave is utilized. In that case the base rate would be reduced by the equivalent number of hours taken off (up to 8:50 per day). Same scenario applies if a Deputy takes more vacation than they have available in their accrual bank.
- > When working a four (4) hour holiday, Deputies will receive four (4) hours OT, 4:50 straight pay and four (4) hours holiday pay.
- > When taking sick or vacation leave on a four (4) hour holiday, Deputies will receive eight (8) hours sick or vacation pay (whichever is utilized), four (4) hours of holiday pay and fifty (50)

- minutes of straight pay.
- > Overtime hours, Field Training Officer (FTO) pay and bomb pay would be added to their base rate.
 - > K-9 officers will continue to work shifts that are fifty (50) minutes shorter (as they did on the 5-2 | 5-3 schedule), to allow for K9 care and maintenance, meaning their work day will be eight (8) hours, but they are still compensated at 8:50.
 - > When K-9 officers take vacation or sick leave they will also use eight (8) hours, and are subject to the same standards as the patrol officers for Leave without Pay or other unpaid leave.
 - > Core Law Enforcement Specialist (LES Sergeant) positions will have two (2) positions that remain as eight (8) hour work days, Monday -Friday, standard 5-2 workers, consistent with current operations.
 - > The remaining Core Law Enforcement Specialist (LES Sergeant) positions will work four (4), ten (10) hour days, with a specified number of LES' having Monday off and the remaining number having Friday as their additional off day. The specific number assigned to each day off will be specified by the Core LES position supervisor.
 - > The Core positions will choose their work shifts based on seniority, utilizing seniority from the date they were promoted to Law Enforcement Specialist (LES Sergeant).
 - > The Core positions will continue to receive their checks based on actual hours worked.
 - > For the Core LES Sergeant's working the four (4) ten (10) hour days schedule, vacation and sick leave will be hour for hour, one vacation day will be 10 hours of vacation and one sick day will be 10 hours of sick pay. One week of vacation will still be considered forty (40) hours.
 - > Holiday pay will be paid at eight (8) hours Holiday and two (2) straight pay, for a forty (40) hour work week (Core LES on the four/ten schedule).
 - > For the Core LES' who remain on the Monday through Friday schedule, vacation, sick leave and all other leave will continue to be handled as defined by the 2013-2015 work agreement.
 - > Current MEG (Metropolitan Enforcement Group) and CRU (Community Resource unit) Deputy positions on the Monday –Friday schedule will remain unchanged as well.
 - > Officers will be required to start with an annual deficit of twelve (12) hours overtime. Due to the implementation of the schedule being July, that number will be six (6) hours for the remainder of 2016 and twelve (12) hours every year thereafter.
 - > The current procedure for posting overtime will remain in effect, along with S/Sgt's filling in the most junior officer as a "flex" when applicable. Officers may continue to "bump" for overtime and also for flexed shifts using the same guidelines that are currently in place for overtime (See the side bar agreement in the 2013-2015 contract titled; "SIDE BAR AGREEMENT OVERTIME ALLOCATION").
 - > Officers will be required to flex shifts up to four (4) hours when needed, although they may voluntarily flex eight (8) hours to cover an open shift. The flexing will be based on current seniority practices, utilizing the practices set forth in the attached side bar agreement from the expired 2013-2015 CBA between the parties. It is the parties' intent that the attached side bar will be incorporated into a new CBA between the parties and, when that CBA

- becomes effective, the language therein (if different from the language attached) shall trump and supersede any language in the attached side bar agreement.
- > For shift openings inside of twenty-four (24) hours, officers will be contacted by seniority, utilizing the same procedure as is currently utilized for shift openings. The first officer notified is considered forced in for the open shift, unless or until a less senior officer is able to be contacted. If the shift requires the officer to come in early they may leave after 8:50 minutes with supervisor approval.
 - > With the 5-3 schedule, shift hours will continue to be posted annually by management, utilizing the same or similar shift sign-up sheet as has been used previously. At present time the respective shift hours are proposed as 5:30am-2:20pm, 1:30pm - 10:20pm and 9:30pm - 6:20am.
 - > Shift trades will be minute for minute, following the same guidelines as are currently practiced for shift trades.
 - > If there are no Law Enforcement Specialists (LES) scheduled to work during a respective shift, a Law Enforcement Specialist (LES) from another shift may be allowed/asked to flex with supervisor approval to cover those hours where no Law Enforcement Specialist (LES) is scheduled.
 - > Either party, "The County" or the "OCDSA" may opt out of this agreement after one (1) year, with thirty (30) day written notice directed to the other party, which would effectively terminate this side bar agreement and return the Deputies affected to the 5-2/5-3 schedule and Core Law Enforcement Specialists to 5-2, Monday through Friday previously in effect. Prior to termination of the agreement the parties may attempt to renegotiate the variables of this agreement with the intent of keeping the schedule relatively cost neutral as compared to the previous 5-2/5-3 schedule.

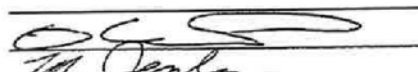
Dated this 16 of June, 2016

FOR THE COUNTY:



6-20-16

FOR THE OCDSA:



M. Gentile

Final Offer of Outagamie County
to
The Outagamie County Deputy Sheriff's Association

March 1, 2024

1. Article 12 – Vacations – Modify to 12.01 read:

Section 12.01.

The vacation policy for the Sheriff's Department is as follows:

Two (2) weeks of vacation upon hire ~~after 1 year of continuous service~~

Three (3) weeks of vacation after three (3) years of continuous service

Four (4) weeks of vacation after eight (8) years of continuous service

Five (5) weeks of vacation after fifteen (15) years of continuous service

2. Wages –

2023

3% the first pay period in January, 2023

2024

\$2 an hour the first pay period in January, 2024.

2025

2% the first pay period in January, 2025.

1% the first pay period in July, 2025.

3. Article 35 – Term of the Agreement. Three year term: Revise applicable dates to align with the agreed upon duration of the new Agreement.

*All other terms status quo.