

# RACINE COUNTY DEPUTY SHERIFFS' ASSOCIATION

## AGREEMENT

2016 - 2018

1	Agreement	1
2	Recognition	2
3	Non-Interference	3
4	Term	4
5	Association	5
6	Tour of Duty	6
7	Hours of Work	7
8	Overtime	8
9	Holiday Pay	10
10	Wages	11
11	Vacations	12
12	Leave of Absence	13
13	Sick Leave	14
14	Discipline and Discharge	15
15	Insurance	16
16	Military Duty	17
17	Retirement Program	18
18	Funeral Leave	19
19	Grievance Procedure	20
20	Temporary and Part Time Employees	21
21	Training Program	22
22	Court Appearance	23
23	Dues Checkoff and Maintenance of Membership	24
24	Safety Program	25
25	No Strike or Lockout	26
26	Full Duty	27
27	Job Posting	28
28	Deputy Sheriff's Bill of Rights	29
29	Conflict with Law	30
30	General Provisions	31
31	Attendance Policy	32
32	Director	33
33	Schedule "A" - Training	34
34	Schedule "B" - Additional Credit Incentive	35
35	Program	36
36	Letter of Intent - Investment	37
37	Letter of Intent - Investment	38
38	Memorandum of Understanding	39
39	Agreement	40

**INDEX**

<u>Article</u>	<u>Name of Article</u>	<u>Page</u>
1	Agreement.....	3
2	Recognition .....	3
3	Non-Discrimination .....	3
4	Management .....	3
5	Seniority.....	3
6	Probationary Employees .....	4
7	Promotions .....	4
8	Tour of Duty .....	6
9	Hours of Work .....	7
10	Overtime .....	8
11	Holiday Pay.....	9
12	Wages .....	9
13	Vacations .....	9
14	Leave of Absence.....	11
15	Sick Leave .....	12
16	Discipline and Discharge .....	13
17	Insurance .....	14
18	Military Duty.....	15
19	Retirement Program.....	15
20	Funeral Leave.....	17
21	Grievance Procedure.....	17
22	Temporary and Part Time Employees .....	19
23	Training Program .....	19
24	Court Appearances .....	20
25	Dues Check-Off and Maintenance of Membership.....	21
26	Safety Program.....	21
27	No Strike or Lockout.....	21
28	Jail Operations .....	21
29	Job Posting.....	22
30	Deputy Sheriffs Bill of Rights.....	24
31	Conflict with Laws .....	25
32	General Provisions .....	25
33	Attendance Policy .....	26
	Duration .....	27
	Schedule "A" - Wages.....	28
	Schedule "B" - Educational Credit Incentive Program .....	30
	Letter of Intent #2 .....	31
	Letter of Intent – Investigator promotions .....	32
	Memorandums of Understanding .....	33
	Acknowledgement .....	33

This Agreement is made and entered into by and between Racine County (hereinafter referred to as the County) and the Racine County Deputy Sheriffs' Association (hereinafter referred to as the Association) for and on behalf of themselves and the employees in the bargaining unit hereinafter described; such Agreement to commence per agreement attached and shall be in effect through December 31, 2018.

## **ARTICLE 1 RECOGNITION**

1.01 Racine County recognizes the Association as the sole and exclusive bargaining representative for all regular Deputy Sheriffs in the Sheriff's Department, Racine County, Wisconsin, excluding the Sheriff, Chief Deputy, Captains, Lieutenants, Sergeants, Jail Corporals, and civilian employees.

## **ARTICLE 2 NON-DISCRIMINATION**

- 2.01 Neither party to this Agreement, nor its representatives will discriminate against or interfere with any employee on account of membership or non-membership in any labor organization.
- 2.02 Both parties hereto agree that there shall be no discrimination with respect to any employee because of race, creed, color, sex, national origin, or age.
- 2.03 Nothing in this Agreement will prevent the County from taking necessary steps, after negotiation with the Association, to comply with the Americans with Disabilities Act (ADA).

## **ARTICLE 3 MANAGEMENT**

3.01 Except as otherwise provided herein, the management of the operations and the direction of the working forces, including the right to hire and the right to suspend, discipline or discharge for cause, and the right to transfer, promote or relieve employees from duty because of lack of work or other legitimate reasons, the right to establish and make effective reasonable rules of conduct and the assignment of employees to a job, is vested in the County, together with all other functions of management, with the understanding that such rights of management will not be used for the purpose of discrimination against any employee.

## **ARTICLE 4 SENIORITY**

- 4.01 Seniority is the period of uninterrupted employment beginning with the latest date of hire. As of January 1, 1996, any individual who leaves, or has left, the bargaining unit for a promotional position, will not accumulate further bargaining unit seniority.
- 4.02 The Board of Supervisors shall fix the number of Deputy Sheriffs to be appointed and the salaries to be paid, but the number of Deputy Sheriffs shall not be less than required by Sec. 59.21 (1) paragraph (a) and (b), Wis. Stats. for 1961.
- 4.03 Should it be determined by the Racine County Board of Supervisors at any time that the personnel of the Sheriff's Department is too large and that a reduction in the number of

about such reduction. The Deputy Sheriff or Deputy Sheriffs so terminated shall be the youngest in point of service and shall be reappointed if the personnel is increased or if any vacancy occurs within two (2) years after their termination without examination, providing they meet the physical requirements of the Civil Service Commission. If layoffs occur in 2011, Correction Officers shall be laid off prior to Deputies.

## ARTICLE 5 PROBATIONARY EMPLOYEES

- 5.01 A Deputy Sheriff shall be probationary for the first twelve (12) months of employment. Upon successful completion of such probationary period, the Deputy shall be entered on the seniority list as of the date of hire.
- 5.02 A probationary employee has no seniority rights, except when layoffs occur. His/her retention as an employee is entirely within the discretion of the County.

## ARTICLE 6 PROMOTIONS

- 6.01 The County agrees that wherever practical, keeping the good of the Department in mind, promotions to higher positions in the bargaining unit shall be made from within the unit. Promotions shall be made on the basis of promotional examinations.
- 6.02 Promotional examinations shall consist of a written test and an oral interview evaluation. The County shall administer one exam for the following promotional positions: All Investigators (which includes the D.A. Liaison, Civil Process, and the Special Investigative Unit). This will occur upon the expiration of the first existing promotional list. The County will maintain a continuing eligibility list, which will be updated every 24 months (See "Letter of Intent" 4-13-98).
- 1) The current criminal investigators/detectives/agents/generic investigators positions previously identified as positions in the detective bureau, juvenile bureau, SIU, Metro Drug, DA Liaison, Civil Process, and consumer fraud will hereafter be known as criminal investigators. The individuals currently filling the positions will remain in their respective positions. The duties and responsibilities of the former units will continue as they have in the past.
  - 2) Investigators in these positions will have seniority based on their respective promotional date which was their first promotional date into a position in any of the above mentioned positions, and which is uninterrupted in nature. (Example: Det A is promoted to Metro on 1-1-90, on 1-1-92 he is promoted to detective. His seniority date is 1-1-90 since it was his first promotion into any of the positions and his/her promotional status was uninterrupted.)
  - 3) As openings occur in any of these positions after 11-1-98, lateral transfers may occur. When an opening occurs all of the investigators filling the positions will be polled in the order of their promotional seniority. The polling will be conducted by the supervisor of the Criminal Investigation Section. If an existing investigator moves laterally into another investigator position, he/she shall remain in that position until another opening occurs or the individual is transferred by the Sheriff for cause (any transfer "for cause" shall be in accordance with the procedures outlined below). As each opening occurs the same procedure will be followed to

individual(s) most recently promoted into any of the positions will fill the opening(s).

- 4) In the event of displacement/elimination in any of the positions, the investigator(s) with the lowest investigator seniority will be displaced without regard for their current duty assignment(s). The remaining positions will be filled by the polling procedure outlined in paragraph 3.
- 5) Vacation shall be picked by investigative groupings indicated below:
  - a) Special Investigative Unit
  - b) Consumer Fraud/DA's Liaison
  - c) Metro Drug Unit
  - d) Criminal Investigation (formerly referred to as Juvenile Investigator and Detective)
  - e) Civil Process

Two investigators shall be allowed to pick vacation(s) per shift, per day off group, and per work group for each week of the year. Vacation selection(s) shall be done by investigative seniority within the respective seniority within the respective investigative grouping(s) (these procedures concerning vacation picks will commence with the 1997 vacation schedule picks).

- 6) Promotional examinations for referenced positions will consist of a written test and oral interview evaluation. The County shall administer an exam for all positions outlined above. This will occur upon the expiration of the first existing list. The County will maintain a continuing eligibility list, which will be updated every 24 months.
- 7) The Sheriff has the authority to file a "transfer for cause" action, which would enable the Sheriff to transfer any investigator from his/her current assignment for cause. An investigator may request a "transfer for cause" as well. If the affected investigator agrees, the Sheriff or his/her designee will poll each of investigators based on their promoted seniority. If one of the other investigators agrees to move, he/she will fill the position. If no one voluntarily agrees to fill the position, then the party with the least seniority will fill the position. As openings occur, each position will be filled by promotional seniority. The investigator who was "transferred for cause" shall NOT be eligible to fill a position in the work area he/she was removed from for a period of one year after the transfer for cause is made, and then only as opening(s) occur. Transfer for cause will not be for disciplinary reasons. Transfers that are the result of disciplinary actions will be subject to the disciplinary procedure.
- 8) The investigator who is being "transferred for cause" may contest the transfer. If he/she advises the Sheriff that they will contest the "transfer for cause" the following will occur:
  - a) The Sheriff will provide the affected investigator with a written document outlining his/her reasons for the "transfer for cause".
  - b) Not sooner than five (5) days, or longer than thirty (30) days, the Sheriff will convene a committee. The committee will consist of two (2) Command Staff personnel and two (2) Deputy Sheriff Association personnel, one of whom shall be the rank of investigator. The Sheriff will specify his/her reasons for the "transfer for cause". The affected investigator will have an opportunity to address the committee on their behalf and state his/her argument(s) for not being "transferred for cause".
  - c) A majority of the committee (3 members) must rule against the Sheriff's intent to "transfer for cause". Failure to obtain a majority against the transfer for cause

- allows the Sheriff's position to prevail.
- d) The ruling of the committee is binding on the parties.
  - e) No investigator will be forced to move until after the committee has met and ruled on the matter.
  - f) Transfers for disciplinary reasons are subject to the grievance procedure of collective bargaining agreement.

Individuals currently holding a particular classification may, on a voluntary basis, accept a voluntary assignment in another classification, but will thereafter lose their grandfather protection outlined above.

- 6.03 The written test score in a promotional job examination will be given a sixty percent (60%) weight and the oral interview examination will be given a forty percent (40%) weight.
- 6.04 Oral interview examinations will be conducted after the written test scores are received. The median score of all candidates taking the written examination for a specific position will determine the passing grade for eligibility to take the oral examination. If this passing median grade fails to provide enough candidates for the Civil Service Commission to certify three (3) names to the Sheriff for each promotional position, then the Commission may allow the next highest scoring candidate(s) on the written test to take the oral examination until enough candidates have passed both examinations which will enable the Civil Service Commission to certify three (3) eligible candidates for a position.
- 6.05 The results of the written test scores for each examination will be held in strict confidence. Written test scores will be sent directly from the testing agency to the Judge of Circuit Court Branch VIII, or in his/her absence, another Judge who is mutually acceptable to the parties. The Judge will notify the Civil Service Commission as to the candidates who have passed the written test.
- 6.06 A list of outside experts who will act as oral interview examination panelists will be developed by the Civil Service Commission, or the Commission's designee. Association representatives will review the listing of potential oral interview panelists. If the Association representatives raise an objection to a particular panelist(s) being included on the listing, such potential panelist(s) will be stricken from the listing. In the event new potential panelists must be added to the listing, such names will be submitted to Association representatives for their consideration. Once selected, the same oral examination panel will interview all eligible candidates for a specific promotional position.
- 6.07 Deputies who apply for a posted promotional position and then fail to show for the written test examination will be required to reimburse the County for the amount charged by the testing agency for such examination. Those deputies whose absence is excusable under the guidelines as set forth by the Civil Service Commission will not be required to reimburse the County for the cost of the examination.

## ARTICLE 7 TOUR OF DUTY

- 7.01 Tours of duty on the Racine County Sheriff's Department shall be provided for on the basis of seniority, except that any Officer promoted to a range higher than a Deputy shall be assigned a working shift, in the particular promotional group according to the date of promotion, regardless of seniority on the Department. If more than one (1)

Department shall prevail in determining the work shift. The order and date of promotion will determine applicable seniority benefits.

- 7.02 Seniority to fill vacancies shall prevail unless the Deputy with greater seniority does not have the ability to perform the work required by the vacancy and no one on the respective shift is available who can perform the work.
- 7.03 The duties of personnel on each shift shall be left to the discretion of the Sheriff without regard to seniority.
- 7.04 Any Deputy wishing to change shifts temporarily, not to exceed ninety (90) days within any twelve month period, may do so with the permission of the Sheriff. In the event of such change, the Deputy having the greatest seniority shall move into the vacancy left by such change, if the Deputy is agreeable thereto.
- 7.05 Any Civil Service Officer ranking higher than a Deputy in the Sheriff's Department shall have the right to exercise seniority in any vacancy created in the ranks of Deputies and upon so doing shall relinquish his/her commanding rank.
- 7.06 All geographical job area assignments, including those contracted for by other Municipalities, may be made for a period not to exceed thirty (30) calendar days on any such assignment. Any agreements made with Municipalities who contract for law enforcement services must conform with this provision as well as other provisions of this Agreement. However, deputies who desire longer village assignments may exchange thirty (30) day assignments with other deputies.

Deputies assigned to village assignments may be directed to report directly to the villages. The Department will arrange for deputies to receive roll call information there, and may arrange for secured, private vehicle parking.

## ARTICLE 8 HOURS OF WORK

- 8.01 The workweek shall commence with the start of work on Sunday and end with the end of work on the following Saturday. The normal work week for Deputies covered by this Agreement shall be alternately five (5) work days of eight (8) hours and two (2) off days, and then five (5) work days of eight (8) hours and three (3) off days, according to the schedules which are currently in effect in the Racine County Sheriff's Department.
- 8.02 The following Sheriff's Department Deputies shall not work the standard work shift described above, but shall work a five (5) day week, Monday through Friday, eight (8) hours per day:
- Court Officers
  - Deputy Friendly
  - Consumer Fraud/DA's Liaison
  - Special Investigative Unit
  - Conveyance Officers
  - D.A.R.E. Officers
  - Court Security
  - Process Servers\*

\*One or more Process Servers, as determined by the Sheriff, may be assigned to work a modified Group 4 schedule, Tuesday through Saturday, as the forty (40) hour work week.

The Water Patrol/School Assignments will be in Group 4 during the non-boating season as set by the Sheriff. For all other positions, the assignment of Standard 5-2, 5-3 schedule, Group 4, or other modified Group 4 schedule that results in a forty (40) hour work week shall be at the sole discretion of the Sheriff subject to the conditions set forth below:

The change to or from a Group 4 or Modified Group 4 schedule shall be done only when:

The Position is being filled during the annual posting;

OR

When a vacancy occurs;

OR

When the Sheriff, the Association, and the Association Member currently holding a position agree to the change.

8.03 For those individuals working Group 4 or the modified Group 4 for civil process:

Kelly days will be earned one per month (or any fraction of a month) for each of the first seven months of each calendar year. Kelly days may be used in advance of earning them during a calendar year but must be "paid back" through payroll adjustments (vacation or compensatory time at the member's option) if the Association member transfers out of Group 4 or leaves County employment prior to earning the number of kelly days actually used.

To assure the Officers in these positions their proper amount of time off, their commanding officer will permit them to take one (1) day off per month, not to exceed the number of days off per year as compared to those Deputies working the 5-2, 5-3 work week schedule.

The County and the Association agree that the time off referred to in this section is governed by a mutually recognized and accepted past practice which includes taking the time off in blocks of more than one (1) day.

8.04 In case of extreme emergency, all Sheriff's Department employees shall be subject to twenty-four (24) hours of continuous duty.

## **ARTICLE 9 OVERTIME**

9.01 Any Deputy working overtime in excess of an eight (8) hour working shift shall be compensated at the rate of time and one-half of the Deputy's current rate of pay, or in lieu thereof the Deputy may choose to take compensatory time off at one and one-half hours for each hour of overtime worked, but the granting of such time off shall be subject to the efficient administration of the Department. The above shall apply for work performed on the Deputy's scheduled day off.

9.02 This article applies to all situations, including travel time to and from training programs held outside of Racine County. The County will pay mileage at the rate established by County policy when deputies utilize their own vehicle for out-of-county training programs.

9.03 Deputies shall be assigned overtime work pursuant to Policy 172.10, which has been mutually agreed upon by the Association and the Sheriff. Fair Labor Standards Act regular rate for overtime purposes will be paid for all overtime in excess of eighty (80) hours in a pay period.

9.04 Any time that a deputy is called into work for any reason, he/she will receive a minimum of two (2) hours compensation according to provisions of paragraph 9.01.

## **ARTICLE 10 HOLIDAY PAY**

10.01 For those holidays listed below on which an employee does not work, eight (8) hours at his/her straight time rate will be paid for:

New Year's Day  
Friday before Easter  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
The Day following Thanksgiving Day  
The Day before Christmas Day  
Christmas Day  
The Day before New Year's Day  
Floating Holiday

10.02 When any of the above holidays falls on a Sunday, the holiday will be observed on the following day (Monday) and the above provisions will apply.

10.03 When any of the above holidays falls on a Saturday, it will be observed on the preceding day, and the above provisions will apply.

10.04 Deputies on lay off or on leaves of absence shall not receive the holiday pay provided for in this section except for leaves of absence for illness or accident which would entitle such Deputy to sick leave pay on the scheduled work days before and after the holiday as provided in this Agreement.

10.05 When a Deputy in Schedule 4 works any of the holidays set forth above, the Deputy shall, in addition to the appropriate pay for the time worked be entitled to compensatory time off. The time of the taking of such compensatory time off will be selected by the Deputy whenever it is feasible to do so, but the granting of such time off shall be subject to the efficient administration of the Department.

10.06 The 5-2, 5-3 workweek schedule as set forth in Article VIII above is computed so as to include the first ten (10) holidays listed in this Article.

## **ARTICLE 11 WAGES**

11.01 The County will pay the rates set forth in Schedule "A" attached hereto and made a part hereof.

## **ARTICLE 12 VACATIONS**

12.01 A Deputy will be eligible for vacation with pay in any anniversary year upon the condition that the Deputy has worked fourteen hundred (1400) straight time hours in the preceding anniversary year.

12.02 Time off for vacations and holidays, time off due to illness not to exceed the number of sick leave days claimed, and time off as the result of compensable occupational injury or illness shall be counted as time worked for the purposes of determining eligibility for vacations.

12.03 Each Deputy who has met the eligibility requirements set forth above shall be entitled to vacation with pay in accordance with the following schedule:

<u>Anniversary Date of Hire</u>	<u>Weeks of Vacation</u>	<u>Pay Hours of Vacation</u>
Less than 1 year	0 weeks	0 hours
1st, 2nd, 3rd, 4th	2 weeks	80 hours
5th, 6th, 7th	2 weeks, 3 days	104 hours
8th, 9th, 10th, 11th, 12th	3 weeks, 3 days	144 hours
13th, 14th, 15th, 16th, 17th	4 weeks	160 hours
18th, 19th, 20th, 21st, 22nd		
23rd, 24th	4 weeks, 3 days	184 hours
25th anniversary and over	5 weeks	200 hours

12.04 "Years of employment" is computed from the Deputy's latest date of hire.

12.05 Vacation pay shall be determined on the basis of each Deputy's straight time rate of pay received by the Deputy at the time of vacation, times the number of hours of vacation to which the Deputy is entitled.

12.06 A vacation may not be postponed from one year to another but will be forfeited unless taken during the vacation year.

12.07 A Deputy may not waive a vacation for the purposes of receiving payment in lieu thereof. During any emergency, however, the County may, at its option, require any Deputy to forego a vacation and receive vacation pay in lieu thereof.

12.08 Vacation pay may be paid to a Deputy in advance of the taking of a vacation.

12.09 A Deputy who quits or is discharged shall, at the time the Deputy leaves the employ of the County, be paid for any full vacation to which the Deputy is entitled but has not taken.

When a Deputy's services are terminated by death, there shall be paid to the spouse or estate that vacation pay to which the Deputy would have been entitled had the Deputy lived. Deputies who retire under the Wisconsin Retirement Plan will receive prorated vacation benefits up to the date of retirement.

12.10 Vacations shall be selected on the basis of past practice of the Department, except that any Officer promoted above the rank of Deputy shall select a vacation in the particular promotional group according to the Officer's seniority based on the date of promotion within that group. In the Jail, only one Deputy per day off group may be on vacation.

12.11 Deputies working the 5-2, 5-3 work week schedule will select their vacation by seniority within their days off group, on their working shift, and between their regular days off.

12.12 Deputies will be permitted to choose their vacation in one (1) or two (2) week increments. A Deputy choosing to use one (1) week of vacation at a time forfeits a

chosen one (1) vacation week or has been afforded the opportunity to do so by shift group seniority. After all full week and three day blocks have been either picked or waived, Deputies will be permitted to pick a maximum of three individual vacation days on the annual vacation pick roster, one day at a time.

### ARTICLE 13 LEAVE OF ABSENCE

- 13.01 Application for leave of absence for personal reasons shall be in writing and submitted at least ten (10) days prior to the day the leave is to commence, except that the ten (10) days notice may be waived in case of emergency.
- 13.02 The granting of such leave and the length of such leave shall be contingent upon the reason therefor. No leave of absence will be granted for seeking or taking other employment, except that a Deputy seeking election to a public office may be granted a leave for such purpose.
- 13.03 A leave of not more than three (3) months will be granted for necessary absences due to personal illness or for disability due to accident. Extension of such a leave may be granted, provided that a physician's certificate is furnished as requested from time to time to substantiate the need for continuing the leave.
- 13.04 Application for leaves shall be made to the Head of the Department. If the Head of the Department approves such application, it shall be referred to the County Human Resources Director for approval or disapproval.
- 13.05 The Human Resources Director shall file his/her approval or disapproval with the County Clerk. A copy of such determination shall be sent to the Head of the Department who shall notify the Deputy of the determination made.
- 13.06 The results of any action taken on a request for a leave of absence shall be sent to the applicant within three (3) working days of the determination.
- 13.07 All leaves of absence granted shall be without pay. Employees granted personal leaves of absence, other than sickness or disability, that extend beyond a period of thirty (30) days are required to pay the costs of their monthly health and life insurance premiums during the period of extended leave. Arrangements for payment of such premiums must be made with the County Clerk's Office.
- 13.08 Failure on the part of any Deputy to comply with any of the provisions set forth above in this section shall result in the complete loss of seniority rights.
- 13.09 In the event a Deputy Sheriff is the Sheriff elect, his/her tenure as a Deputy Sheriff shall terminate upon executing and filing the official bond and official oath as Sheriff unless prior thereto the Deputy requests in writing from the Sheriff a leave of absence for the period he/she holds the Office of Sheriff. The Sheriff shall grant such request. Such Deputy shall be reinstated upon completion of the duties as Sheriff and the time spent as Sheriff shall count as tenure as though such Deputy had not been on such leave of absence, provided, however, that his/her tenure of the Office of Sheriff is not terminated for reasons of conduct unbecoming an Officer or for improperly performing the duties as an Officer of the law; and if his/her tenure of the Office of Sheriff is terminated for such reasons; he/she shall be granted a hearing in the manner provided by Section 59.21(8)(b) of the Wisconsin Statutes; and he/she shall not be reinstated as a Deputy Sheriff unless so ordered after such hearing.

- 13.10 The County will grant a maximum of forty (40) hours per year paid leave of absence for the Association to be used by those deputies who are selected to represent the Association at conventions, conferences, seminars and other Association approved functions, with the Sheriff's approval.
- 13.11 Any Deputy Sheriff who is elected or appointed to a public office in Municipal, County, State, or Federal Government, shall be granted a leave of absence, without pay, for whatever length of time is required by the Deputy's appointment or term of office, so long as such office or appointment does not conflict with the duties and operations of the Sheriff's Department.

#### ARTICLE 14 SICK LEAVE

- 14.01 Sick leave is a benefit granted to a Deputy on account of personal sickness or accident disability. Sick leave shall be accumulated at the rate of four (4) hours per bi-weekly pay period, in which a Deputy's absences from work for that pay period do not exceed twenty (20) hours. Sick leave benefits shall be at a rate equivalent to that payable if the Deputy was present at work, based on an eight (8) hour day.
- 14.02 There shall be no limit on maximum number of sick leave benefits, which a Deputy can accumulate. This benefit is not available to those Deputies working less than full time.
- 14.03 In order to qualify for sick leave benefits, a Deputy must report to the Department that he/she is sick no later than one (1) hour before the earliest time for which the Deputy is scheduled to report for work, except in an emergency. Any claim for sick leave benefits of five (5) consecutive days or more must be accompanied by a doctor's certificate, if requested by the Sheriff.
- 14.04 Accrued, unused sick leave benefits shall be paid at the rate of fifty percent (50%) of the hourly rate of the top deputy (Step 11) salary, as set out in Schedule "A" upon death or retirement of the Deputy. Such payments shall be deemed not to be sick leave benefits for the purposes of the Social Security Act. Such payments of accrued sick leave benefits shall be payable to those Deputies who have completed a minimum of three (3) years of service and who terminate their employment with the County.
- 14.05 The policy of the County is reaffirmed and declared that sick leave benefits received by employees of the County be excluded from "wages" for the purposes of the Social Security Act in the same manner that such payments are excluded with respect to the employees of employers subject to the Federal Insurance Contributions Act. It is hereby reaffirmed and declared that sick leave benefits are and have been paid entirely on account of personal sickness or accident disability, and are not and have never been merely a continuation of wages.
- 14.06 The County recognizes the hazardous nature of law enforcement duty assignments. Therefore, in the event a Deputy Sheriff is injured in the line of duty and as a direct result of work being performed, the Deputy will receive the same rate of pay as the Deputy had been receiving while working for the period the Deputy is eligible to receive Workers Compensation benefits. A Deputy, who is so injured but does not qualify for Workers Compensation benefits under the first three (3) days of injury provision in the Statutes, may use sick leave benefits for the period of such injury.
- (a) Any Deputy who has a prolonged injury/illness shall be responsible for the first forty (40) working days by the use of sick days, compensatory time, kelly days, paid

Association members. The only voluntary sick day donations during the first forty (40) days will be under the following conditions:

- 1) The affected deputy uses all of his/her sick time, compensatory time, kelly days, paid floating holidays, vacation days prior to receiving any voluntary donation(s).
- 2) Only deputies who have been in the bargaining unit for less than 36 months are eligible for sick day donations, and even then, cannot receive donated sick days for any sick day already earned by virtue of their length of service with the Department.

The only exception to this is in those cases where a deputy with less than 36 months of service has had to donate sick time to other deputies.

After the member uses all of the above time, the member will be entitled to draw on the established sick day bank (taken from the rolls on a rotating basis) for the purpose of extending the members sick leave. However, no deputy may draw, during the course of his/her employment with the County, more than a total of one full year (2,080 hours) of sick leave from the sick leave bank during his/her career.

After the initial forty (40) working days, any deputy who has a prolonged injury or illness shall also use all of his/her remaining sick days, compensatory time, kelly days, floating holidays, and vacation days before he/she is eligible to receive sick days from the membership roles.

- (b) Any employee returning to the bargaining unit shall be ineligible to receive sick leave from the sick leave bank until he/she has been back in the Association for a period of six (6) months.
- (c) No deputy is eligible for sick leave contribution from the sick leave bank if the County has offered the deputy light duty work in conformance with the restrictions placed on the deputy by his/her physician.
- d) The County will not honor written requests from any deputy sheriff to be excluded from the donation of sick time to another deputy.

When a member's name comes up on the mandatory donation list and that member has no accrued sick leave time, he/she shall be required to donate a vacation day, compensatory day, kelly day, or a floating paid holiday to ensure that members are required to donate days equally. If a member has no time under the conditions of this paragraph, the employer shall ensure that the required time is donated as soon as the first qualified hours are earned.

## **ARTICLE 15 DISCIPLINE & DISCHARGE**

- 15.01 The Sheriff may prepare departmental rules for the general administration and efficient operation of the Department. Deputy Sheriffs are required to conduct themselves in accord with such rules.
- 15.02 Deputy Sheriffs who violate these rules are subject to disciplinary action or discharge. No Deputy within the bargaining unit shall be disciplined or discharged except for cause. Any action taken hereunder is subject to challenge through use of the grievance procedure.

**ARTICLE 16  
INSURANCE**

16.01 At no cost to the Deputy, the County will provide a Group Life Insurance Policy to each Deputy. Regardless of the Deputy's actual annual salary, the minimal amount of the Life and Accidental Death and Dismemberment Policy provided will be \$30,000. The actual amount of coverage for Deputies making more than \$30,000 annually is to be based on such salary, rounded off to the nearest \$500, exclusive of overtime. In no event shall the amount of coverage provided by Racine County exceed \$50,000. The amounts will be adjusted as of January 1 of each year. At no cost to the County, Deputies shall additionally have the option of purchasing additional life insurance as is provided by the County.

(b) In addition to the life insurance specified above, effective January 1, 2009, the County will provide a life insurance policy in the sum of \$50,000 to Deputies whose death is duty related.

16.02 Effective January 1, 2006 employees will contribute fifteen (15) percent of the single or family premium for the coverage selected by the employee. The payment will be made through payroll deduction from the first two paychecks of each month.

The County will hold one enrollment period per year in November for insurance coverage changes. The effective date of a coverage change will be January 1.

16.04 At no cost to the Deputy, the County will provide a life insurance policy in the sum of \$1,500 to Deputies who retired under the Wisconsin Retirement Plan prior to December 31, 1979. Deputies who retire after that date will receive a \$5,000 life insurance policy.

16.05 Upon the death of an active deputy or a deputy that retired on or after January 1, 1996, and prior to January 1, 1998, and who is enrolled in the County health insurance plan at the time of death shall have the following survivor's benefit:

The surviving family members who were also enrolled in the County's health insurance plan at the time of the deputy's death may continue to receive such health insurance coverage for a period of twenty-four (24) months by paying the same percentage of health insurance premium that the active or retired deputy was paying at the time of death. Continuation of coverage after twenty-four (24) months will be in accordance with the remaining twelve (12) months allowed by the Consolidated Omnibus Budget Reconciliation Act, COBRA.

16.06 Upon the death of an active deputy or a deputy that retired on or after January 1, 1998 and who is enrolled in the County's health insurance program at the time of death, the spouse may elect, at that time, to continue to receive family or single health insurance coverage. If the spouse elects to continue the premium share will be at the same percentage that the employee/retiree was paying at the time of death. Such coverage will end upon remarriage of the surviving spouse (ref. 18.03).

16.08 The Association shall have the option of purchasing insurance plans or additional or supplementary insurance of any type. The insurance coverage would be exclusively for the benefit of the Association members and enrollment would be restricted to such members unless the Association hereafter agrees to expand the enrollment to include persons outside the bargaining unit. This provision is not intended to restrict any individual member from participating in any insurance plan otherwise available to any other County employee or in any plan which is available on an individual rather than

necessary to implement such plans at any date after October 11, 1982.

16.09 The County agrees to provide to Deputy Sheriffs, on a voluntarily basis, Hepatitis-B inoculations at no cost. The inoculations will be given by the nursing staff of Ridgewood Care Center. If the employee receives Hepatitis-B inoculations other than through Ridgewood Care Center, the entire cost will be the employee's responsibility.

16.10 Effective March 1, 1993, the County will establish a Flexible Spending Account.

All employees including those hired after March 1, 1991 will be allowed to make their own pre-tax contributions to the plan for the payment of child care expenses, subject to IRS limitations and regulations. Effective January 1, 1997, deputies will be allowed to make voluntary contributions to the Sec. 125 Medical Spending account. Participants will be subject to IRS regulations and other conditions as set forth by the County.

The County will establish a flexible spending account. This account may be used to pay plan deductibles and coinsurance and may also be used by the employee for reimbursement for such items as optical exams and eyeglasses, non-covered dental, prescription drug coinsurance and other qualified medical expenses.

This benefit is not available to current or future retirees.

#### **ARTICLE 17 MILITARY DUTY**

17.01 Deputies entering military services shall be reinstated in accordance with the applicable provisions of state and federal law.

17.02 A Deputy who is a member of a national guard or other military reserve unit and who may be called for reserve training or emergency duty shall be granted leave up to a maximum of two (2) weeks during any calendar year for such and shall be paid the difference between his/her military reserve pay and his/her regular rate of pay.

17.03 Deputies called to involuntary active military duty, resulting from a state of emergency as declared by the President; shall have the health insurance plan in place at the time of call-up continued for the period of time ending the last day of the month that will give the deputy six (6) full months of coverage. The conditions and cost of coverage will be according to the labor contract in place at the time of call-up. This provision would be effective upon acceptance by the Association and subject to approval of the County Board.

#### **ARTICLE 18 RETIREMENT PROGRAM**

18.01 A Deputy may be forced to retire after the age of 55 where ill health seriously impairs his/her ability to perform his/her present job or any other job suitable for the Deputy open with the unit. The County shall bear the burden of proof in a grievance procedure where retirement is forced.

18.02 Retirement: Effective February 1, 2013 Deputies shall contribute 6.65% of gross earnings to the Wisconsin Retirement Fund. In the event the employee contribution is reduced by the Wisconsin Retirement Fund to an amount less than 6.65% of gross earnings the Deputy's contribution will be reduced to that amount.

reduced and is later increased the Deputies contribution will be increased up to a maximum of 6.65%). This provision does not affect the contribution levels for Deputies hired on or after July 1, 2011 covered by the newly enacted provisions of WI Stats. Chapter 111.

- 18.03 a) Any deputy retired or retiring under the Wisconsin Retirement Plan shall be entitled to be continued under the County's group health insurance plan by paying a percentage of the premium based on years of service with Racine County. Employees who retire prior to March 1, 1991 will be allowed to continue under Plan III if currently in that plan, Employers Health Plan and Compcare. Employees who retire on or after March 1, 1991 will have the insurance options of Self funded Plan II Modified or the HMO options as listed above. Employees retiring before June 1, 1994 and after March 1, 1991 will have the insurance options of the HMO options or Plan II Modified. Employees retiring on or after June 1, 1994 will have the Wausau Plan as their health insurance plan. Any employee retired prior to June 1, 1994 may elect to choose the Wausau Plan during the annual open enrollment. A retiree who elects to move from an HMO, Plan III, or Plan II Mod to the Wausau Plan forfeits his/her future right to move from the Wausau Plan to one of the plans available to them under the provisions of the agreement. Retirees, who retire on or after January 1, 1996, may participate in the County's dental plan by paying 100% of the premium. The deputy must be enrolled in the dental plan at the time of retirement. At any time the retiree discontinues dental coverage, the retiree forfeits any future rights under this section. In the event the County provides a new dental program during the term of this Agreement, retirees may enroll in such program, even if they were not then enrolled in the County's existing program.

Any employee retiring under the Wisconsin Retirement Plan after the implementation date of the 2005-2006 contract shall be entitled to be continued under the County's group health insurance plan by paying a percentage of the premium based on years of service. The following premium requirements apply to all employees retiring on or after the implementation date of the 2005-2006 contract. The other provisions specified above continue to apply.

Over 25 years of service	5%
20, 21, 22, 23, 24 years of service	10%
15, 16, 17, 18, 19 years of service	20%
10, 11, 12, 13, 14 years of service	25%

After the implementation date of the 2005-2006 contract, employees retiring with less than 10 years of service will not be eligible for County retirement insurance.

Effective January 1, 2015 any employee retiring under the Wisconsin Retirement Plan shall be entitled to be continued under the County's group health insurance plan by paying a percentage of the premium based on years of service. The following premium requirements apply to all employees retiring on or after January 1, 2015. The other provisions specified above continue to apply.

Over 25 years of service	5%
20, 21, 22, 23, 24 years of service	10%

After January 1, 2015 employees retiring with less than 15 years of service will not be eligible for County retirement insurance.

- 18.03 b) For deputies hired on or after June 1, 1998, this benefit will end upon the retiree or surviving spouse reaching the age of eligibility for Medicare or any successor program

For employees hired on, or after June 1, 2009 the following retiree premium payment schedule will apply:

20 years & over of service	15%
15, 16, 17, 18, 19 years of service	20%

18.04 Insurance/Retirement: When a deputy is forced to retire because of a disability, he/she will be eligible to continue to participate in the insurance program at the 85/15 rate regardless of how many years of service the deputy has. When the affected deputy reaches his/her normal retirement age the applicable schedule will apply, and both years of active service and years on duty disability retirement will be counted as years of service:

Over 25 years of service	5%
20, 21, 22, 23, 24 years of service	10%
15, 16, 17, 18, 19 years of service	20%
10, 11, 12, 13, 14 years of service	25%
5, 6, 7, 8, 9 year of service	40%
1, 2, 3, 4 years of service	50%

Effective February 1, 2013, Deputies shall contribute 6.65% of gross earnings to the Wisconsin Retirement Fund. In the event the employee contribution is reduced by the Wisconsin Retirement Fund to an amount less than 6.65% of gross earnings the Deputies' contribution will be reduced to that amount (if the contribution is reduced and is later increased the Deputies contribution will be increased up to a maximum of 6.65%). Contributions are done through automatic payroll deduction, as required by State statute.

## ARTICLE 19 FUNERAL LEAVE

19.01 If a funeral occurs in the immediate family of a Deputy, the County will reimburse the Deputy for wages lost for up to three (3) days of absence from work required for arranging or attending said funeral. The "immediate family" shall include the spouse of the Deputy, parents or parents-in-law, step-father or step-mother, children or step-children, brothers and sisters, son-in-law or daughter-in-law, grandparents or grandchildren, brother-in-law or sister-in-law, except that for a grandparent-in-law, the reimbursement shall be one (1) day. A Deputy so bereaved would be required to furnish proof of such bereavement, if requested.

19.02 When a Deputy is on vacation or scheduled off time and a death occurs as outlined in 19.01, such leave shall not be construed as part of such vacation period or scheduled off time.

## ARTICLE 20 GRIEVANCE PROCEDURE

20.01 A grievance is a difference of opinion between a Deputy or Deputies and the Management, or between the Association and the Management, concerning the meaning and application of the terms of this Agreement. It is agreed that grievances should be filed promptly and therefore any grievance must be presented within twenty one (21) days after the known or discoverable date of the grievance.

grievance.

20.02 The following procedure shall be used for the adjustment of grievances:

STEP 1 Any grievance arising in the bargaining unit shall be reduced to writing and presented to the Sheriff or his/her designee by the Deputy affected and his/her Association representative. A meeting between the Sheriff or his/her designee, the grievant, and the grievance committee representative will be held within five (5) working days from the date of the presentation of the written grievance. The Sheriff or his/her designee shall give a written answer to the grievance within five (5) working days from the date of the meeting.

STEP 2 If the grievance is not satisfactorily resolved in Step 1 above; the Association may appeal the grievance further to the Labor Negotiator. Such an appeal must be made in writing within twenty (20) working days of the date of receipt of the written answer in Step 1. A meeting will then be held between the parties in an attempt to resolve the grievance. Such a meeting will be held within fifteen (15) working days of the date of appeal of the grievance. The Labor Negotiator shall give a written answer to the grievance within fifteen (15) working days from the date of the meeting.

STEP 3 If Step 2 set forth above does not satisfactorily resolve the grievance, the Union may appeal the grievance further to arbitration. Such intent by the Union to arbitrate the grievance must be filed with the Labor Negotiator no later than twenty (20) days following the date of the WERC mediation service.

20.03 If a grievance is not answered within the time limits specified at any step of the procedure, the grievance will automatically advance to the next step. However, the parties may extend the time limits contained in this procedure by mutual agreement.

20.04 The Arbitrator shall be selected from a list of five (5) names obtained from the Wisconsin Employment Relations Commission (WERC), each party alternately striking names until there is but one left.

20.05 The decision of the Arbitrator shall be binding upon the parties. The costs of the Arbitrator shall be shared equally by the parties.

20.06 Any Deputy who attends any of the grievance meetings, set forth above, excluding arbitration proceedings, during his/her normal working hours shall receive pay there fore at his/her straight time rate of pay.

20.07 The Association may file a policy grievance on behalf of a group of Deputies or where a policy is affected.

20.08 An authorized Association representative will be permitted to meet and discuss an Association problem with other such representatives, provided that the Sheriff, or his/her designated representative, shall indicate the area or office where such a meeting should take place. Such meeting should be conducted as expeditiously as possible.

**ARTICLE 21  
TEMPORARY & PART TIME  
EMPLOYEES**

- 21.01 Temporary vacancies in the Department, whether due to sickness, leave of absence or any other cause, shall be filled by appointment by the Sheriff of one of three (3) persons having the highest rating certified as eligible for a position during the two (2) years next preceding the occurrence of the vacancy. Temporary increase of the Sheriff's force shall be made in the same manner. Such appointments shall be made for definite terms, and such appointees shall be subject to dismissal without cause at the end of the terms for which appointed. No other provision of this Agreement shall apply to such temporary appointees.
- 21.02 A part time Deputy who is hired into a position that required such Deputy to work a minimum of twenty (20) hours per week shall be eligible to receive the following: prorated holiday pay; prorated vacation pay; prorated sick pay; wages lost due to military duty; and funeral leave (subject to the limits in the respective articles). Such Deputies will also be eligible for insurance coverage, and overtime pay where applicable.
- 21.03 A Deputy who is hired to work part time but works less than twenty (20) hours per week shall come under the provisions of this Agreement relative to overtime pay where applicable, but shall not be eligible for coverages of insurance benefits, vacation pay, holiday pay, sick leave pay, military duty and funeral leave pay.

**ARTICLE 22  
TRAINING PROGRAM**

- 22.01 The Sheriff is authorized to schedule such training programs as are deemed necessary to continually upgrade the efficiency and operational quality of the Department. The programs may be offered at hours that coincide with a Deputy's regular tour of duty, or may be offered at other hours not during a regular tour of duty. The scheduling of classes is an administrative function to be determined by the Sheriff, taking into consideration such factors as the hours at which an instructor is available as well as the principle that as many men/women as possible are to be kept out on the highways in performance of their duties.
- 22.02 If training or schooling (including required pistol practice) is required of a Deputy at hours other than his/her regular tour of duty, the Deputy shall select compensation under either of the following: (a) the amount of training hours scheduled, at one and one-half (1-1/2) times his/her straight time hourly pay; or (b) compensatory time under the same formula. In no event shall the amount be less than two (2) hours. Should the training exceed the scheduled time, the additional time shall be paid according to the foregoing formula.
- 22.03 Hours of training for any Deputy need not be limited to any stated number, it being the intent of this section that some courses are applicable to the entire Department, while others are applicable to only a portion or segment of the Department, and that attendance of Deputies at any given course is an administrative matter to be determined by the Sheriff. State mandated training, either content or number of hours, shall be made available by the employer during the required time frame. It shall be the right of management to determine if said training shall be during normal duty hours or outside of normal duty hours. If said training is conducted during the Deputy's normal off time, the provisions of Section 22.02 shall apply.

22.04 Each Deputy shall be entitled to one (1) unexcused absence per year from required classes, except for training that results in certification or qualification by an outside agency or by department policy. Legitimate excuses will not be unreasonably rejected.

22.05 The Sheriff may schedule up to five (5) eight (8) hour blocks of in-house training classes per calendar year.

These training classes shall be on the affected deputies' first working day of the affected week. If a deputy has a "vacation pick" during the affected date, the vacation pick will have precedence and the affected deputy may be required to make up the class day at a later date. A deputy may be required to change shifts for these five (5) days of in-house training and shall not be entitled to the overtime pay rate for these specific five (5) days of in-house training. Fifteen (15) days notice shall be posted of the training and the affected deputies. In the event a deputy is released from in-service training for emergency work related obligations which would have normally been compensated at time and a half (1-1/2) the affected deputy shall be paid at that rate.

22.06 In the event a deputy participates in training outside of the training outlined in paragraph 22.05, they may agree to change their duty hours and/or duty days. These deputies will be paid at their normal duty rate of pay for the first eight (8) hours of each day. Any deputy not wishing to change their shift or working day(s) may still be required to attend training but shall be paid at the appropriate rate of pay. This shall include all training conducted outside of the five (5) eight (8) hour sessions mentioned in paragraph 22.05. Any non-jail deputy that has been jail certified by the DOJ Training and Standards Bureau and has posted out of the jail longer than 1 year will need to attend an 8 hour jail training before they are allowed to work overtime in the jail and annually thereafter. The 8 hour training will be offered twice a year. The mandatory jail training that DOC 350 requires annually will be included in the 8 hour training sessions.

22.07 Newly hired deputies will receive their jail/recruit training during the first 12 months of employment.

22.08 No training will be scheduled for off-duty deputies when they are on holidays, holiday weekends or on paid holidays for those deputies working in day-off group four.

### **ARTICLE 23 COURT APPEARANCES**

23.01 Deputies will be compensated at their regular rate of pay while assigned to required Court appearances during their regular working hours.

23.02 Any Deputy who is called to Court as a witness on his/her day off or outside his/her working hours shall be paid for such witness time worked according to provisions of Paragraph 9.01. This would include recesses of the Court, for lunch or other reasons, if the Deputy is required to remain available for testimony. Any such witness time pay shall not be for less than a minimum of two (2) hours.

**ARTICLE 24  
DUES CHECK-OFF &  
MAINTENANCE OF MEMBERSHIP**

- 24.01 The County shall deduct the membership dues of the Association or an amount equivalent thereto, from the salary of any Deputy who signs an authorization form supplied by the Association. Such dues, or equivalent shall be deducted from the first check each month in an amount certified by the Treasurer of the Association. Withheld amounts shall be forwarded to the Association Treasurer within ten (10) days following the actual withholding together with a record of the amount and the names of those Deputies for whom deductions have been made. Automatic renewal of such authorization will be made for successive periods of one (1) year, unless written notice of the revocation is given to the County and the Association by the Deputy prior to the start of any new contract year.
- 24.02 Any Deputy, represented by the Association, who paid dues to the Association at any time on or after January 1, 1980, during these contract years, shall continue to pay dues to the Association, or an amount equivalent thereto, as a condition of employment during these contract years.
- 24.03 The Association agrees to indemnify and hold the County harmless from any and all claims, demands, suits or other forms of liability that may arise out of the County's compliance with the provisions of this Article.

**ARTICLE 25  
SAFETY PROGRAM**

- 25.01 A Safety Committee shall be formed consisting of two (2) representatives appointed by the Association, one (1) representative of the Command Staff appointed by the Sheriff, one (1) member of the Finance & Human Resources Committee, and one (1) County Board Member-at-Large appointed by the County Board Chairman. This Committee shall meet once a month to facilitate the exchange of ideas, information, and problems related to the furthering of safety procedures, which would include equipment, within the Sheriff's Department.

**ARTICLE 26  
NO STRIKE OR LOCKOUT**

- 26.01 During the term of this Agreement, the Association shall not cause or support, nor may any Deputy or Deputies take part in any strike, intentional slowdown, or any other interference with or stoppage of the County's work. Any Deputy who violates this provision or participates in its violation may be subject to discharge or other disciplinary action. The County will not lock out its Deputies.

**ARTICLE 27  
JAIL OPERATIONS**

- 27.01 Newly hired Deputy Sheriffs may be assigned to security officer duties in the County Jail facilities. Newly hired Deputy Sheriffs may also be assigned, at the discretion of the Sheriff, to Metro Drug operations. The Metro Drug Assignment will not count toward any road experience requirements or probation and a Deputy Sheriff so assigned will formally indicate his understanding and agreement thereto. However, a newly hired Deputy Sheriff assigned to Metro Drug operations shall not be assigned to security officer duties in the County Jail facilities.

12 months of his/her date of hire.

27.02 Deputy Sheriffs who have successfully completed recruit training are eligible to post for law enforcement assignments outside the Jail pursuant to other provisions in this contract, including seniority, if a position is available. In the event such other assignment includes a trial period that the Deputy Sheriff is unable to complete satisfactorily, he/she will be returned to his/her former security officer assignment, for a minimum of 2 years.

A road patrol or other non-promotional position, for which a Deputy Sheriff successfully posts, shall carry a six (6) month probationary period.

Any non-rated position, other than a patrol assignment, shall carry a six-(6) month probationary period.

Any Deputy posting for a patrol assignment must complete a six (6) month probationary period, during which the Deputy may be moved to a different shift for training purposes, if a position is available. Any Deputy unable to successfully complete the probationary period will return to the jail and may post for a patrol position at the next yearly posting. After a second unsuccessful attempt, the Deputy will be unable to post for a patrol assignment for the remainder of that year plus two (2) additional years.

The deputy being transferred for cause may contest the transfer. If he/she advises the Sheriff that he/she will contest the transfer for cause the following will occur.

- a. The Sheriff will provide the affected deputy with a written document outlining his/her reasons for the transfer for cause.
- b. Not sooner than (5) days, or longer than (30) days, the Sheriff will convene a committee. The committee will consist of two (2) Command Staff personnel and two (2) Deputy Sheriff Association personnel, one of whom shall be the rank of patrol deputy. The Sheriff will specify his/her reasons for the transfer for cause. The affected deputy will have an opportunity to address the committee on his/her behalf and state the argument(s) for not being transferred.
- c. A majority of the committee (3 members) must rule against the Sheriff's intent to transfer for cause. Failure to obtain a majority against the transfer then allows the Sheriff's position to prevail.
- d. The ruling of the committee is binding on the parties.
- e. No deputy will be forced to move until after the committee has met and ruled on the matter.
- f. Transfers for disciplinary reasons are subject to the grievance procedure of the collective bargaining agreement.

27.03 In the event the Sheriff is unable to staff the Jail facility with civilians in the event the regularly assigned civilians are unavailable, deputy sheriffs may be temporarily assigned to the civilian jobs on overtime calculated upon their regular rate of pay.

## ARTICLE 28 JOB POSTING

28.01(a) Shift assignments will be posted once a year on the day after the County Board passes the annual budget. The schedule change will be effective within the first 15 days of January the following year. Seniority shall be used as the basis for selection of shift, hours of work on the shift where the hours for a particular duty do

rated and non-rated positions. However, the Sheriff has the sole right to select the duty assignment and deputy sheriff for the position of Deputy Friendly.

(b) The Dog Handler, C.O.P. officer, and Evidence Custodian positions will be selected by the Sheriff under the following procedure rather than the normal posting procedure set out above:

1. When a vacancy occurs, the position will be posted for 30 days and is open to any Deputy Sheriff in the bargaining unit who submits a resume within that time period;
2. A committee comprised of two Association representatives and two members of the Command Staff appointed by the Sheriff will interview all candidates and thereafter submit three recommendations to the Sheriff;
3. The Sheriff will select the C.O.P. officers and Evidence Custodian from among those recommended by the committee unless good cause exists for selecting another applicant.
4. C.O.P. officer positions do not include those regular area patrol shift assignments that are selected on the basis of seniority as mentioned in 28.01 (a).
5. The deputy selected by the Sheriff as a dog handler is authorized by this contract to enter into an agreement with the Sheriff with respect to the conditions relating to the dog handler position.

(c) Any Deputy holding a rated position may exercise departmental seniority by notifying the Sheriff of his/her intent to relinquish his/her rated position and to return to the rank of Deputy. This may be done at the annual posting or if a vacancy occurs mid-year.

(d) Posting in the Jail will be for shift assignment only.

28.02 Positions that become vacant after January 1<sup>st</sup> of each year will be posted on the day after the County Board passes the annual budget. Vacancies that occur in non-rated posted positions shall be filled by seniority, starting with the Deputy immediately junior to the Deputy creating the vacancy. The resulting vacancy shall be filled in the same manner. The third (3<sup>rd</sup>) vacancy in the sequence shall be filled by the senior Deputy in the jail wishing to take the vacant position. Note: This section does not apply to the jail division, except as provided for in the third (3<sup>rd</sup>) step.

28.03 In all cases of job postings (except for those otherwise specified), the Deputy selected will have a probationary period as set out in Sec. 27.04 to demonstrate his/her suitability for the position. Such a trial period could be extended by agreement between the Sheriff or his/her designee, the Deputy and an Association representative if it is determined that additional time is needed to evaluate the Deputy's suitability for the position. If the Deputy fails to qualify for the position in such period of time, the Deputy will return to his/her previous job. In the event the Association is dissatisfied with the selection of a Deputy to fill a posted position, the selection may be grieved through use of the grievance procedure.

28.04 Until a posted position is filled by use of the above posting procedure, the Department may assign any Deputy for a period of thirty (30) days to fill the position temporarily until a selection is made. Under circumstances of emergency, any Deputy may be assigned to fill a position when the

assignment would not be for more than a period of five (5) working days. In the event the temporary vacancy would extend beyond the emergency five (5) working day period, the next most senior Deputy would be given an opportunity to fill the position on such a temporary basis.

- 28.05 Water Patrol Water safety patrol postings completed prior to January 1, 1994 shall be for a one (1) year term. For 1995, there will be a posting for one (1) position on each shift for a term of one (1) year and one (1) position on each shift for a term of two (2) years. Thereafter, the postings shall be for staggered two (2) year terms.
- 28.06 Special Enforcement Unit The Special Enforcement Unit will be initially comprised of four positions, which will be filled in 1996 by seniority, after the annual posting selection process in 1995 has been completed. The positions will be one year special assignments, and will be filled by deputies holding posted positions (which will thereafter remain open), as follows: one deputy from the jail; one rated position from the detective/juvenile bureau; two deputies from road patrol. Individuals who opt for such special assignment will be subject to the Sec. 27.04 probationary period. This contract, upon ratification and approval by the County, will allow for the continuation of this unit during the life of this contract, if desired by the Sheriff.
- 28.07 Special Assignments for Investigators The parties shall attempt to bargain an agreement on 12 month special assignments.

If the parties cannot reach a mutually satisfactory agreement, the final offers of the parties shall be subject to an interest arbitration award.

## ARTICLE 29 DEPUTY SHERIFFS' BILL OF RIGHTS

- 29.01 To insure that internal investigations are conducted in a manner conducive to good order and discipline, meanwhile observing and protecting the individual rights of each Deputy on the force, the County will adhere to the following rules:
- 1) The interrogation of any Deputy shall be at a reasonable hour, preferably when the Deputy is on duty and during the daylight hours unless the exigencies of the investigation dictate otherwise. In the latter event, reassignment of the Deputy's tour of duty shall be employed.
  - 2) The parties have agreed to the implementation of a drug/alcohol testing program.
  - 3) The Deputy shall be informed of the rank, name and command of the Officer in charge of the investigation, as well as the rank, name and command of the interrogating Officer and the identity of all persons present during the interrogation. If a Deputy is directed to leave his/her post and report for interrogation to another command, his/her command shall be promptly notified of his/her whereabouts.
  - 4) The Deputy shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the Deputy of the allegations shall be provided. If it is known that the Deputy being interrogated is a witness only, he/she shall be so informed.

respites shall be allowed. Time shall be provided also for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary.

- 6) The Deputy shall not be subjected to any offensive language nor shall he/she be threatened with transfer, dismissal, or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions. Nothing herein is to be construed as to prohibit the investigating Officer from informing the Deputy that his/her conduct can become the subject of disciplinary action resulting in disciplinary punishment.
- 7) In the case where a Deputy is to be interviewed and/or interrogated concerning an alleged violation of the Department Rules and Regulations which, if proven, may result in his/her dismissal from the service or the infliction of other disciplinary punishment upon him/her, he/she shall be afforded a reasonable opportunity upon his/her request, and facilities to contact and consult privately with an attorney of his/her own choosing and/or a representative of the Association before being interviewed and/or interrogated. An attorney of the Association may be present during the interview and/or interrogation, but may not participate in the interview and/or interrogation except to counsel with the Deputy.
- 8) If a Deputy is under arrest or is likely to be, that is, if he/she is a suspect or the target of a criminal investigation, he/ she shall be given his/her rights pursuant to the Miranda Decision.
- 9) The Deputy shall be given an exact copy of any written statement he/she may execute, or if the questioning is mechanically or stenographically recorded, the Deputy shall be given a copy of such recording or transcript if requested by him/her.
- 10) The refusal by a Deputy to answer pertinent questions concerning any non-criminal matter may result in disciplinary action.
- 11) No Deputy shall be ordered to submit to a polygraph (lie detector) test for any reason. Such test may be given if requested by the Deputy.
- 12) The parties have agreed to the concept of a drug/alcohol testing program. The parties will agree on the specifics prior to implementation of this program.

### **ARTICLE 30 CONFLICT WITH LAWS**

30.01 If any provisions of this Agreement shall be held invalid due to existing or future federal or state legislation, the remainder of the Agreement shall not be affected thereby.

### **ARTICLE 31 GENERAL PROVISIONS**

31.01 Racine County will not lay off any member of the bargaining unit as a result of creating positions in the Department, which are staffed by non-bargaining unit personnel.

31.02 The Sheriff, in the event a voluntary agreement is reached, will execute and agree to abide by the terms thereof.

## ARTICLE 32 ATTENDANCE POLICY

### 32.01. Policy

Racine County has a no-fault attendance policy. Employees are expected to report for work each scheduled day at the scheduled start time and are expected to work until the end of the work period.

### 32.02. Definitions

- *Absence*: An absence is any time off other than Protected Time-Off or Approved Paid Time-Off-Work.
- *Availability for Work*: The concern is with the employee's attendance at work. Validity of either medical or other reasons for absence is not considered relevant for disciplinary purposes except for Protected Time-Off or Approved Paid Time-Off-Work
- *Occurrence*: Any continuous period of time off work for the same reason. An exception is unreported absences for which each day is a separate occurrence.
- *Tardiness*: The employee is not at his/her workstation at the designated start time.
- *Unpaid Leave of Absence*: An employee requests and is approved for unpaid time.
- *Unreported Absence*: The employee fails to report for work or call in his/her absence. Each unreported absence is a separate occurrence even if it is for consecutive days.

### 32.03. No-fault Attendance Policy

Any absence (also referred to herein as "time-off-work") is counted as an occurrence for disciplinary purposes with the following exceptions:

#### a. *Protected time-off-work*

Approved Family/Medical Leave and Workers Compensation are protected time-off-work and are not part of an employee's attendance record. The FMLA Administrator or designee is authorized to approve time-off for medical reasons in accordance with the Family and Medical Leave Acts.

#### b. *Approved paid time-off-work*

Approved Paid Time-Off-Work includes certain types of paid time taken with the prior approval of the supervisor:

- Vacation
- Floating or banked holiday
- Compensatory time
- Casual day / Kelly Day

Holidays other than the floating holiday require no prior approval, unless the employee is scheduled to work on that day.

A request for approval of paid time-off-work must be submitted to the supervisor 24 hours in advance of the absence unless waived by the supervisor

The following types of time-off-work will not be considered as absence occurrences, provided the employee complies with relevant provisions of the Human Resources Policy Manual and/or an applicable collective bargaining agreement:

- Paid funeral leave
- Jury service
- Military leave
- Sick time pursuant to the direction of a supervisor

32.04. Time-off-work that is part of the attendance record

The following forms of time-off-work will be part of the employee's attendance record and may form the basis for possible disciplinary action:

- All unapproved time whether or not the employee is in paid status.
- Any other time-off-work which is not "Protected Time-Off-Work" and which does not meet the definition of "Approved Paid Time-Off-Work" or "Other Reasons" listed above.

32.05. Reporting Absence before Shift

An employee who is absent from work is required to call his/her supervisor at least one (1) hour prior to the start of the shift giving the reason for the absence, except in the following situations:

- In an emergency situation, the employee needs to call the supervisor as soon as possible.
- For scheduled absences where the employee knows in advance of the need for the absence, the employee needs to notify his/her supervisor as soon as he/she knows of the need for the absence.

32.06. Resignation – Three (3) day Unreported Absence

An employee who is absent for three (3) consecutive working days without notifying his/her supervisor is considered to have resigned.

32.07. Tardiness

Employees will not be paid for time missed from work due to tardiness, nor will they be permitted to make the time up.

32.08. Discipline

Disciplinary action up to and including discharge may result if a deputy fails to give advance notice of absence or has seven (7) occurrences within any twelve (12) month period.

### ARTICLE 33 DURATION

33.01 This Agreement shall become effective on January 1, 2016 and shall remain in effect through December 31, 2018 and shall continue in effect from year to year thereafter unless either party gives written notice to the other party indicating a desire to terminate or amend the Agreement. Such written notice shall be given no later than August 1 prior to said expiration date or any annual anniversary thereof. Such a time

period can be extended by mutual agreement of the parties.

33.02 By mutual consent evidenced by a written agreement duly executed by the parties, this Agreement can be modified or changed by adding new provisions or deleting existing provisions.

33.03 The Sheriff agrees to execute and be bound by the terms of the collective bargaining agreement for the duration of the Agreement as found in 33.01.

### SCHEDULE "A" WAGE RATES

A.01 (a) The 2016 – 2018 wage rates will be adjusted as follows.

1/01/2016  
(1.0%)

Step	Hourly
1	\$20.8963
2	24.7696
3	25.1617
4	25.6137
5	26.0418
6	26.5526
7	29.4965
8	29.8585
9	30.2505
10	31.3322

Detective, Investigator, Process Servers:

\$33.0014

7/1/2016  
(1.0%)

Step	Hourly
1	\$21.1053
2	25.0173
3	25.4133
4	25.8698
5	26.3022
6	26.8181
7	29.7915
8	30.1571
9	30.5530
10	31.6455

Detective, Investigator, Process Servers:

\$33.3314

1/1/2017  
(2.0%)

Step	Hourly
1	\$21.5274
2	25.5176
3	25.9216

5	26.8282
6	27.3545
7	30.3873
8	30.7602
9	31.1641
10	32.2784

Detective, Investigator, Process Servers:  
\$33.9980

	1/1/2018 (2.0%) Hourly
Step 1	\$21.9579
2	26.0280
3	26.4400
4	26.9149
5	27.3648
6	27.9016
7	30.9950
8	31.3754
9	31.7874
10	32.9240

Detective, Investigator, Process Servers:  
\$34.6780

In the event Racine County grants wage rate or benefit increases in excess of the terms of this agreement to the Racine County Command Staff Association, Racine County agrees to reopen this agreement and grant those increased wage rates or benefit increases to the members of the Deputy's Association.

If the changes to WI Stats. Chapter 111.77 that eliminated bargaining regarding benefit plan design are ultimately found to be invalid Racine County agrees to reopen this agreement.

#### IMPLEMENTATION

A.02 (a) This Agreement is based upon the County's assurance that it would maintain the seventy-one positions that were classified as Deputy II positions as of May 1, 1989.

(b) Deputies hired after the ratification of this Agreement must progress through each of the above steps. This Agreement will not freeze the salary of any current Deputy (previously referred to as Deputy I) personnel.

A.03 When a Deputy is promoted to a position in a new classification with a higher salary maximum, his/her rate of pay shall be increased to the minimum pay of the new classification. If the Deputy's present rate of pay is equal to or exceeds this new minimum, his or her pay shall be increased to the rate of pay in the new classification range that is next higher than the Deputy was receiving at the time of reclassification. All Deputies holding rated positions at the time of the execution of this Agreement will be grandfathered at the salary rate in effect at the time of the reassignment regardless of their future assignment, until such time as the new salary rate for such assignment(s) represents an increase in overall wages. This provision does not apply to a Deputy who voluntarily gives up his/her rated positions.

A.04 Deputies who complete periods of continuous service with the County shall receive a longevity of service payment in addition to their regular monthly rate of pay based on

After 5 years.....1% of base pay  
After 10 years.....2% of base pay  
After 15 years.....3% of base pay  
After 20 years.....4% of base pay  
After 25 years.....5% of base pay

A.05 Such longevity of service payments shall become effective in the first pay period following the Deputy's anniversary date of employment, which would make the Deputy eligible for such payments.

A.06 The annual clothing allowance will be \$600. The payment will be included in the second paycheck issued in February of each year.

Deputies on the payroll on January 18, 2013 shall receive a one-time clothing allowance payment of four hundred dollars (\$400)

In addition, deputies who post out of the jail, for the first time, for other areas to include patrol, water patrol, or a promotional position, on or after January 1, 1994, shall receive a one-time \$300 extra clothing allowance.

Effective January 1, 1996, the clothing allowance of \$425 for detectives/investigators/process servers was folded into their annual salary prior to the 1/1/96 salary increase and will be credited in their WRF accounts. Effective January 1, 2002, an additional \$175 was added to the base pay of detectives/investigators/process servers as reflected on the attached wage schedule. The County agrees to adjust the WRF accounts to reflect prior clothing allowances for any of the twenty-one (21) plain clothes positions for the last three (3) years if a deputy in one of the twenty-one (21) plain clothes positions dies or retires.

A.07 "In the event the Sheriff is unable to staff the jail facility, the substation, central control or radio room operations with civilians in the event the regularly assigned civilians are unavailable, deputy sheriffs may be temporarily assigned to the civilian jobs. Prior to assigning a deputy sheriff to a civilian position, the County would first exhaust the call-in list of civilians qualified for said assignment. A deputy sheriff so assigned shall be paid overtime on the deputy's regular rate of pay if the assignment is for a period in excess of four (4) hours. When the job in question is filled by such assignment for more than four (4) hours on any shift, overtime will be paid for the entire assignment to the deputy or deputies filling said position."

When a rated deputy is displaced due to elimination of the position or for any other reason aside from discipline, the name of said deputy will be added to the list of three candidates submitted to the Sheriff by the Civil Service Commission under Sec. 6.04 of the contract. Said deputy will be eligible for appointment by the Sheriff to any vacant rated position opening that occurs within two years from the deputy's displacement. The deputy will be removed from this preferential consideration, however, in the event he/she rejects a vacant position offered by the Sheriff, although said deputy can always test for any rated position.

**SCHEDULE "B"**  
**EDUCATIONAL CREDIT**  
**INCENTIVE PROGRAM**

**PROFESSIONALIZATION THROUGH HIGHER EDUCATION**

a) There is herewith created within the Racine County Sheriff's Department an Educational

those credits acceptable for job or personal improvement. The Educational Review Board shall consist of:

- (1) Sheriff
- (2) Chairperson of the Sheriff's Committee
- (3) Chairperson of the Civil Service Commission
- (4) Chief Deputy
- (5) Captain
- (6) Training Officer
- (7) President of the Deputy's Association

Sworn members of the Department may submit their credits or transcripts to the Board on or before the date set by the Board at the end of each school semester. It shall require a three-quarter (3/4) vote of acceptance by the Board to certify any credits to the County Clerk on forms to be supplied by the Board and notarized.

The findings of the Board shall be final.

- b) The Board shall elect a chairperson and secretary whose term of office shall be one (1) year, each to serve for one (1) year from the date of election until a successor has been duly elected. The secretary shall cause the minutes of the proceedings of the Board to be reduced to writing and to be preserved in a proper record book. The Board shall have the power to make such rules and regulations as may be required for the ordinary conduct of its business.
- c) Sworn personnel of the Department possessing a degree or credits from a Technical Institute, College or University must submit their transcript or credits to the Educational Review Board for approval and certification of acceptable credits to the County Clerk.
  - 1) Copies of the degree and transcripts or credits shall be kept on file in the Department's personnel file. Personnel may examine their personnel file at a reasonable hour in the presence of the Chief Deputy.
- d) The County Clerk is directed to pay at the rate of fifty cents (\$.50) per credit per month beginning with the next pay period to each person so certified by the Board to receive such additional compensation. Deputies are to be reimbursed for tuition and books (Maximum of \$1,000 per calendar year as of January 1, 1985) on satisfactory completion of course and transcripts forwarded to the Board. Books are to become property of the County for future use. (Satisfactory completion is C for undergraduate courses and B for graduate courses or pass in a pass/fail course).

## LETTER OF INTENT #2

### LETTER #2

The following are provisions of an Agreement of Intent, which resulted from the negotiations for a 1976 and 1977 Agreement and further amended in the 1982 and 1983 Agreement.

1. The Association representatives were concerned that because the existing paid holidays were incorporated into the new 5-2 and 5-3 work week schedule, Deputy Sheriffs would not have those holidays to use when a day for a special occasion or a special reason was needed. The Command Staff assured the representatives that supervisory personnel would continue to cooperate with Deputies when such special reason days off were needed. Four (4) ways of accomplishing this were set forth. Those four (4) points were as follows:

- a) Compensatory time earned, a vacation day, a floating holiday, or a kelly day could be used for such a purpose.
- b) If none of the above days are available to a Deputy, then such Deputy would be allowed to trade days off with another Deputy.
- c) If none of the above can be accomplished in order to give a Deputy a necessary day off, then such Deputy could work one (1) of his/her normal days off and substitute that day off when needed.
- d) All days off are subject to the efficient administration of the department.

2. The Association representatives were also concerned about the use of "trip assistants" sometimes assigned to accompany a Deputy in the transportation of prisoners or other persons requiring such transportation.

Since the initial Agreement of Intent on restrictions of assignment of "trip assistants", the matter has further been resolved by a ruling from a hearing examiner from the Wisconsin Employment Relations Commission (WERC). The guidelines as set forth in that WERC ruling will apply in matter of permissible assignment of "trip assistants".

3. Association representatives also expressed concern that in some cases Deputies have been passed over in selections made by the Sheriff in filling promotional vacancies. The Personnel Committee agrees with the position taken by the Association representatives that a Deputy so passed over in a selection made by the Sheriff to fill a promotional vacancy may process a grievance regarding the selection.

**LETTER OF INTENT  
INVESTIGATOR PROMOTIONS  
6-24-98**

It is the purpose of this "letter of intent" to describe the understanding between Racine County and the Deputy Sheriff's Association as to how investigator promotions will be handled, especially the time period between 1-1-98 and 11-1-98.

It is the intent of both parties that the following occur:

1. Civil process investigator promotions occur from the one investigator promotional test, which is used for all investigator positions.
2. The anticipated civil process vacancy occurring in the spring of 1998 will be filled from a new eligibility list which is to be posted and tested for showing that the new investigator list will be used to fill both the civil process vacancy, and all other investigator vacancies occurring after 11-1-98.
3. From 1-1-98 until 11-1-98, non-civil process investigator vacancies will be filled from the current investigator eligibility list, which expires on 10-29-98.
4. On 11-1-98, and thereafter, all investigator promotions will come from the promotional eligibility list developed to fill the civil process vacancy occurring in June 1998.
5. The Civil Process/Investigator promotional eligibility list will be posted so as to show that the initial use of the list is to fill the civil process vacancy, but will be used after 11-1-98 to fill all investigator vacancies.

6. The incumbent 2<sup>nd</sup> shift civil process investigator shall be given first opportunity to select the anticipated 1<sup>st</sup> shift civil process vacancy. If the incumbent investigator does elect to take the 1<sup>st</sup> shift vacancy, that investigator's "Investigative Unit Seniority" shall be the date of assuming the day shift position. After that anticipated move, the investigator language shall be used to fill future vacancies.

**MEMORANDUM OF UNDERSTANDING**

The parties do hereby agree that for the duration of this contract, which expires on December 31, 2009, the County will not lay off any member of this bargaining unit.

**MEMORANDUM OF UNDERSTANDING**

The parties agree that for calendar year 2010 there will be no layoffs of any bargaining unit employees but the County will have the right to furlough each employee for up to three unpaid days for the 2010 calendar year.

If bargaining unit positions are eliminated through attrition, it will be from the ranks of sworn jail personnel. This clause shall expire December 31, 2011.

The parties agree that for calendar year 2010 there will be no layoffs of any bargaining unit employees but the County will have the right to furlough each employee for up to three unpaid days for the 2010 calendar year.

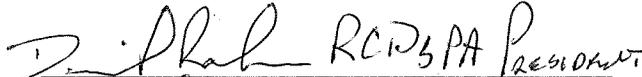
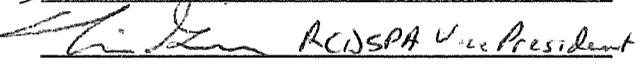
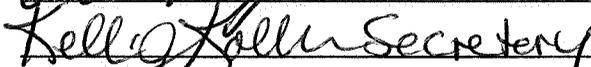
If bargaining unit positions are eliminated through attrition, it will be from the ranks of sworn jail personnel. This clause shall expire December 31, 2011

**ACKNOWLEDGEMENT OF AGREEMENT**

This is to acknowledge agreement on the terms and conditions of employment between RACINE COUNTY and the RACINE COUNTY DEPUTY SHERIFFS ASSOCIATION, for the years **2016 - 2018**.

**RACINE COUNTY DEPUTY SHERIFFS ASSOCIATION**

Signed by Union:

 RCDSPA President	 TREASURER
 RCDSPA Vice President	 Secretary

**RACINE COUNTY FINANCE AND HUMAN RESOURCES COMMITTEE:**

Q. A. Shakoor, II, Chairperson

Robert N. Miller, Vice Chairperson

Thomas Pringle, Secretary

Janet Bernberg

Donnie Snow

John A. Wisch

Brett A. Nielsen

Signed by Management:

Three horizontal lines for signature and date.

REVIEWED BY FINANCE DIRECTOR

*Alison Tillness 6/6/16*  
Sign Date

*6.13.16*  
Date  
Certified to be correct as to form  
By *[Signature]*  
Racine County Corporation Counsel

*[Signature]*

JONATHAN DELAGRAVE  
RACINE COUNTY EXECUTIVE

*06.14.16*

*Wendy M. Christensen*  
Wendy M. Christensen  
Racine County Clerk  
*6/14/16*

*[Faint mirrored signatures and text from reverse side]*