

AGREEMENT BETWEEN  
THE COUNTY OF MONROE

and

WISCONSIN PROFESSIONAL POLICE ASSOCIATION/  
LAW ENFORCEMENT EMPLOYEE RELATIONS DIVISION

For and on Behalf of

MONROE COUNTY PROFESSIONAL POLICE ASSOCIATION

1/1/17 to 12/31/18

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AGREEMENT

This Agreement, made and entered into by and between the County of Monroe, as a municipal employer, hereinafter called the County, and the Wisconsin Professional Police Association/Law Enforcement Employee Relations Division, for and on behalf of Monroe County Professional Police Association, hereinafter called the Association, is set forth as follows:

PREAMBLE

Both parties to this Agreement are desirous of reaching an amicable understanding with respect to the employee-employer relationship that is to exist between them, and enter into an Agreement covering rates of pay, hours of work and conditions of employment, as well as procedures for reducing potential conflict.

ARTICLE 1. RECOGNITION AND DUES AGREEMENT

Section 1. The County recognizes the Association as the sole and exclusive bargaining agent for all regular full-time law enforcement personnel having the powers of arrest in the employ of the Sheriff's Department of Monroe County, including employees classified as Patrol Officer, Sergeants, and Investigators, but expressly excluding the Sheriff, Chief Deputy, Lieutenants, clerical personnel, and other managerial, supervisory, confidential and executive employees for the purpose of collective bargaining on matters of wages, hours, and conditions of employment.

Section 2. Membership Not Required: Membership in any employee organization is not compulsory. Employees have the right to join, not join, maintain, or drop their membership in an employee organization as they see fit. No employee will be denied membership because of age, race, sex, creed, ancestry, disability, arrest and conviction records, marital status, sexual preference or national origin. This Article is subject to the duty of the Wisconsin Employment Relations Commission to suspend the application of this Article wherever the Commission finds that the Association has denied an employee membership because of age, race, sex, creed, ancestry, handicap, arrest and conviction records, marital status, sexual preference or national origin.

Section 3. Effective Date and Employees Covered: Effective upon enactment of this Agreement and unless otherwise terminated as hereinafter provided, the employer shall deduct from the monthly earnings of all regular full-time employees specified herein an amount equal to such employees proportionate share of the cost of the collective bargaining process and contract administration as measured by the amount of local dues uniformly required of all members, which is established by the Association and shall pay such amount to the treasurer of the bargaining representative of such employees on or before the end of the month following the month in which such deduction was made.

A. Present Employees: Following the ratification by the County Board, there shall exist a thirty (30) day period in which all persons presently employed and covered by this Agreement, shall have the

opportunity to sign up as members of the Monroe County Professional Police Association. Those electing not to sign dues deduction authorizations shall not be covered by the Fair Share Agreement and shall have no dues deducted from their earnings. Should an employee who chooses not to join, later decide to join, the employee has the right to do so, but may never then withdraw from the Fair Share Agreement. As to persons covered following the thirty (30) day notification period, a deduction shall be made and forwarded to the treasurer of the bargaining representative from the monthly earnings of those employees who are members of the employee organization per the terms of this Section (A).

B. New Employees: Such deductions shall be made and forwarded to the treasurer of the bargaining representative from the earnings of the new employees in the first full month of employment.

C. Other Employees: Employees other than regular full-time employees are excluded from the Fair Share Agreement and no dues shall be collected from them. Additionally, employees on lay-off or leave of absence or other status in which they receive no pay are excluded.

Section 4. Forfeiture: The Association agrees to abide by the provisions relative to forfeiture as provided for in Wisconsin Statutes 111.70 and 111.71. The Association agrees to certify to the County only such Fair Share costs as are allowed by law and further agrees to abide by the decisions of the Wisconsin Employment Relations Commission and/or courts of competent jurisdiction of this regard. The Association agrees to inform the County of any change in the amount of such Fair Share costs thirty (30) days before the effective date of the change. The Association shall provide employees who are not members of the Association with an internal mechanism within the Association which will allow those employees to challenge the Fair Share amount certified by the Association as the cost of representation and receive where appropriate a rebate of any monies determined to have been improperly collected by the Association.

Section 5. Hold Harmless Clause: It is expressly understood and agreed that the Association will refund to the County or to the employee involved any dues erroneously collected by the County and paid to the Association. The Association agrees to save and hold the County harmless from any claims or demands arising out of the County's compliance with the provisions of this Article.

## ARTICLE 2. MANAGEMENT RIGHTS

The County possesses the sole right to operate County government and all management rights repose in it, subject only to the provisions of this Agreement and applicable law.

These rights include, but are not limited to the following:

- A. To direct all operations of the County;
- B. To establish reasonable work rules and schedules of work;
- C. To hire, train, promote, transfer, schedule and assign employees to positions within the County;

- D. To suspend, demote, discharge and take other disciplinary action against employees for just cause;
- E. To relieve employees from their duties because of lack of work or any other legitimate reason;
- F. To maintain efficiency of County government operations;
- G. To take whatever action is necessary to comply with state or federal law;
- H. To introduce new or improved methods or facilities;
- I. To change existing methods or facilities;
- J. To determine the kind and amount of services to be performed as pertains to County government operation; and the number and kinds of classifications to perform each service;
- K. To contract out for goods and services;
- L. To determine the methods, means and personnel by which County operations are to be conducted;
- M. To take whatever action is necessary to carry out the functions of the County in situations of emergency;
- N. No Article or Section of this Agreement shall be interpreted to abridge the duties or powers of the Sheriff as outlined in appropriate State Statutes relative to the operation of the jail, the service of papers, or any other statutory duties or powers of the Sheriff's Office.

The County's exercise of the foregoing functions shall be limited only by the express provisions of this Agreement. If the County exceeds this limitation, the matter shall be processed under the grievance procedure.

The Association in recognizing the above listed Management Rights does not waive any of its rights to negotiate on subjects which are held out to be mandatory subjects of bargaining.

### ARTICLE 3. GRIEVANCE AND ARBITRATION PROCEDURE

A. Definition of Grievance: A grievance shall mean a dispute concerning the interpretation or application of this Agreement.

B. Subject Matter: Only one (1) subject matter shall be covered in any one (1) grievance. A written grievance shall contain the name and position of the grievant, a clear and concise statement of the grievance, the issue involved, the relief sought, the date the incident or violation took place, the specific Section of the Agreement alleged to have been violated and the signature of the grievant and the date.

C. Time Limitations: If it is impossible to comply with the time limitations specified in the procedure because of work schedules, illness, vacations, etc., these limits may be extended by mutual consent in writing.

D. Settlement of Grievance: Any grievance shall be considered settled at the completion of any step in the procedure, if all parties concerned are mutually satisfied. Dissatisfaction is implied in recourse from one step to the next.

E. Steps in the procedure:

Step 1: The employee, alone or with the Association representative, shall orally explain the grievance to the Department Head no later than ten (10) calendar days after he/she knew or should have known of the cause of such grievance. In the event of a grievance, the employee shall perform the assigned work task and grieve the complaint later. The Department Head shall, within ten (10) calendar days, orally inform the employee and the representative, where applicable, of the decision.

Step 2: If the grievance is not settled at the first step, the employee and/or the Association representative shall reduce the grievance to writing on a County grievance form and shall submit the written grievance, within ten (10) calendar days of the oral decision, to the Department Head. The employee shall continue to perform assigned tasks as in step one (1) and as in future steps. The Department Head shall consider the written grievance and shall respond in writing within ten (10) calendar days.

Step 3: If the grievance is not settled at the second step, the employee and/or the Association representative may appeal the grievance in writing to the Monroe County Administrator within ten (10) calendar days after receipt of the written decision of the Department Head. The Monroe County Administrator shall respond within ten (10) calendar days in writing.

F. Arbitration:

1) Time Limit: If a satisfactory settlement is not reached in Step 3, the Association must notify the Monroe County Administrator in writing within ten (10) calendar days that they intend to process the grievance to arbitration.

2) Arbitrator: Any grievance which cannot be settled through the above procedure may be processed through arbitration. The Association and the County shall have the option to agree on an impartial private arbitrator to hear the grievance. If, after a good faith effort to agree on a private arbitrator within a period of ten (10) calendar days unless mutually agreed to extend the time, the parties fail to agree, the parties jointly or separately may petition the Wisconsin Employment Relations Commission for a staff arbitrator.

3) Arbitration Hearing: The arbitrator shall meet with the parties at a mutually agreeable date to review the evidence and hear testimony relating to the grievance. Upon the completion of this review and hearing, the arbitrator shall render a written decision to both the County and the Association which shall be binding upon both parties.

4) Costs: Both parties shall share equally the costs and expenses of the arbitration proceedings, including transcript fees and fees of the arbitrator, if any. Each party, however, shall bear its own costs for their witnesses and all other out-of-pocket expenses including possible attorney fees. Testimony or participation of employees shall not be paid by the County, except, an employee shall be paid his/her regular salary if ordered by the County to spend time in the preparation or attendance at such hearing during the regularly scheduled work shift. The arbitration hearing shall be conducted in the County Courthouse in Sparta, Wisconsin.

5) Transcript: No transcript shall be prepared for an arbitration hearing unless mutually agreed to do so. This shall not preclude either side from paying for their own transcript if they so choose. Should one side choose to pay for a transcript, said transcript shall not be available to the other side unless a payment is agreed upon.

6) Decision of the Arbitrator: The decision of the arbitrator shall be limited to the subject matter of the grievance and shall be restrained solely to interpretation of the Agreement in the area where the alleged breach occurred. The arbitrator shall not modify, add to, or delete from the express terms of this Agreement.

7) Notice: The Association shall provide a ten (10) calendar day notice of the names of bargaining unit witnesses needed for arbitration hearings directly to the Sheriff or his/her designee, provided sufficient time is allowed by the Arbitrator. However, a technical non-compliance with this provision shall not prevent the Association from calling any witness it deems appropriate.

G. General Provisions:

1) Past Grievances: Past grievances may not be filed under the provisions of the procedure and all grievances filed which bear a filing date which precedes or is the same as the expiration date of this Agreement must be processed to conclusion under the terms of this procedure.

ARTICLE 4. WAGES

Section 1. The annual wages, based upon an eighty (80) hour pay period, a pay period being two (2) calendar weeks, shall be as follows:

	<u>1/1/17</u> (2%)	<u>1/1/18</u> (2%)
PATROL/DETECTIVE SERGEANTS	26.28	26.81
INVESTIGATORS	25.55	26.06
PATROL OFFICERS	25.10	25.60
BAILIFFS	24.34	24.83
FIRST YEAR INVESTIGATORS	24.12	24.60
FIRST YEAR PATROL OFFICERS	23.65	24.12
FIRST YEAR BAILIFFS	23.59	24.06

The above annual wages are computed upon 2080 hours per year.

Any employee who is hired as a patrol officer/bailiff/investigator will receive the first year rate of pay until completing one full year in that position. After completing one full year of employment, the employee will be paid the patrol officer/jailer/bailiff/investigator rate of pay.

Part-time employees covered by this Agreement shall work 2080 hours prior to qualifying for the rate paid to full-time employees who complete one (1) full year of employment.

Section 2. In exchange for the elimination of longevity language, the County will pay an additional forty-five cents (\$.45) per hour to employees with 10 or more years of seniority on January 1, 2003; an additional twenty-five cents (\$.25) per hour to employees with at least two but less than 10 years of seniority on January 1, 2003; and no additional payments to employees with less than two years of seniority on January 1, 2003, and for all employees hired thereafter. This section replaces the longevity clause effective May 11, 2003.

Section 3. A thirty-five cent (\$.35) per hour shift differential shall be paid to each employee for all hours worked on shifts commencing between 3:00 P.M. and Midnight, both times inclusive.

Section 4. When members of this Association are assigned by the Department Head to fill a position in a higher rank classification, in an acting capacity or temporary assignment, they shall be entitled to the salary pertaining thereto provided the following conditions are met:



A. The employee shall perform a full eight (8) hour tour of duty in the higher position.

B. That the Department Head shall have officially assigned the employee to perform at the higher rate.

C. A Patrol Officer acting as a Sergeant shall be paid at the Sergeant rate.

#### ARTICLE 5. HOURS

Section 1. The normal working hours for full-time employees shall be either eight (8) hours per day or eight and one-half (8½) hours per day, eighty (80) hours per pay period, depending upon the work cycle being worked. Work schedules are drawn by the Department Head. Assignments may be made outside of regular hours in periods of emergency, to protect County property for health or safety reasons or other unusual circumstances. The normal work day for regular part-time employees shall be the same as that worked by a full-time employee in the same work classification.

Section 2. The employees shall have the opportunity to select shifts by seniority within their classification on an annual basis, on or before December 1<sup>st</sup> of year. The employees shall, as part of the selection process, provide the County with their first, second, and third preferred shift of work. The selection shall become effective in the first pay period in January of the following year.

#### ARTICLE 6. OVERTIME AND COMPENSATORY TIME

Section 1. Overtime will not be expected except in emergencies, and other overtime will not be approved for pay except when approved by the Department Head or designee. The Department Head has the right to set overtime schedules in the manner most advantageous to the County and consistent with the requirements of municipal employment and the public interest.

Section 2. All hours worked outside the standard work day and/or the regularly scheduled work periods shall be paid at one and one-half (1½) times the employee's regular hourly rate of pay.

Section 3. A minimum of two (2) hours payable at one and one-half (1½) times shall be granted to any employee who is requested to report outside the regular schedule of hours.

Section 4. Compensatory time may be accrued at the employee's option provided certain conditions are met. Employees shall be permitted to accumulate compensatory time in the same manner as overtime, at the rate of time and one-half (1½) times the employee's regular hours, provided that the employee's compensatory time accumulation shall not exceed thirty-four (34) hours at any one time. If an employee uses a portion of his/her accumulation, he/she may regenerate the same. Once compensatory time is accumulated, the employee may request as to when he/she will use the same, subject to the approval of the Department Head or his/her designee. The use of compensatory time shall not conflict with the needs of the department.

Section 5. Any employee who is entitled to compensatory time at the time of terminating services with the County shall be paid for compensatory time with the employee's final paycheck.

Section 6. Overtime or compensatory time shall not be payable in increments of less than fifteen (15) minutes.

ARTICLE 7. HOLIDAYS

Section 1. The holidays will be: New Year's Day, Friday before Easter, Memorial Day, independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, one additional floating holiday each year only when Christmas falls on Tuesday through Friday, and Christmas Day. There shall be, in addition to the eight and nine (9) holidays above, one and one-half (½) floating holidays to be taken at the employee's discretion with prior supervisory approval. The use of the floating holiday must not conflict with needs of the department.

Section 2. All employees shall receive one and one-half (1½) times their regular hourly rate of pay for all work performed on holidays in addition to the regular eight (8) hour holiday which each employee shall receive for holiday whether worked or not. Holiday overtime shall continue beyond the eight hour holiday period as long as the employee remains on duty. Any employee whose regular day off shall fall on a holiday shall be entitled to one eight (8) hour holiday pay at straight time. An employee shall be deemed to have worked on a holiday only if his/her shift of duty commences during that holiday.

ARTICLE 8. SICK LEAVE

Section 1. All full-time employees are entitled to one (1) day of sick leave per month, accumulative to one hundred thirty (130) days. Accumulative sick leave is not payable or granted upon termination of employment. Employees shall be paid while on such sick leave at the regular rate of pay for the same number of hours he/she would normally have worked. To qualify for such sick leave, an employee must report that he/she is sick at least one (1) hour prior to the scheduled starting time whenever possible. Each sick employee shall be subject to check to verify the alleged sickness by a County representative. Sick leave shall be used in one-half (½) hour increments. A doctor's certificate may be required when a sick leave absence exceeds seventeen (17) consecutive work hours. Any employee who after proper hearing is found to have violated any sick leave regulation shall be subject to discipline or discharge.

Employees will receive compensation or may apply this amount toward the employee's share of health insurance coverage for unused sick leave on an annual basis for their initial accumulation of sick leave hours up to forty (40) hours. at a rate of fifty percent (50%).

Example:	YEAR END BALANCE	COMPENSATION
	40 hours	20 hours
	30 hours	15 hours
	20 hours	10 hours
	10 hours	5 hours

Employees may use any amount in excess of the initial forty (40) hours of annual sick leave and receive pay, provided that it must be approved by the sheriff or his designee.

FOOTNOTE :

- 1) Employees would have the choice of additional sick leave hours, compensation or health insurance credit if they do not use any portion of their initial accumulation of forty (40) sick hours in a calendar year.
- 2) The balance of the annual total, after the compensated amount is deducted, would be retained on the employee's record in its entirety up to the maximum accumulation allowed.
- 3) Approval or disapproval of sick leave as stated in the last paragraph would be subject to the grievance procedure.

Section 2. Upon the retirement, total disability or death of an employee, the employee or his/her beneficiary (in case of death) shall be paid twenty-five percent (25%) of accumulated sick leave credits up to one hundred and thirty (130) days as severance pay.

Section 3. Sick leave will be granted when an employee is required to give care and attendance to a member of his/her immediate family (spouse, child, or other relative who is a member of the employee's immediate household) up to a maximum of twenty-four (24) hours per year. The hours, if needed, shall be taken from the annual accrual of sick leave of the employee.

ARTICLE 9. REQUIRED TRAINING SESSIONS

Whenever any employee is required by the employer to attend law enforcement training sessions, workshops or law enforcement conferences, time so spent by the employee shall be considered part of the normal work schedule, except that a maximum of eight (8) hours straight time may be paid for any twenty-four (24) hour period.

Any employee directed and required by the employer to use a personal vehicle for such employment or in the line of duty, shall be paid at the current authorized mileage rate for Monroe County.

If required attendance at overnight sessions requires an employee to be away from Monroe County between the hours of 12:00 o'clock noon and 1:00 o'clock P.M. or between 6:00 o'clock and 7:00 o'clock P.M., employee shall be reimbursed for the cost of the meal pursuant to County policy, but not less than \$3, \$5 and \$8 for breakfast, lunch and dinner respectively. The employee shall provide the employer with a receipt for the cost of the meal(s) as a prerequisite to obtaining such reimbursement.

If the employer shall require the employee to be away from his/her residence overnight, the employee shall be reimbursed for lodging expenses up to forty dollars (\$40) or such greater amount, approved by the Department Head or his/her designee. The employee shall provide receipt for the lodging cost prior to reimbursement.

ARTICLE 10. LEAVE OF ABSENCE

Section 1. Application for leave of absence shall be made to the County, with a copy of the same transmitted to the Association for informational purposes only, in writing, and shall be presented to the Department Head by the employee; the granting of such leaves and the length of time for such leaves shall be contingent upon the reasons for the requests. The Department Head may grant leaves of absence of fourteen (14) calendar days or less without further authorization of the County Administrator. Leaves of absence for more than fourteen (14) calendar days shall be discussed with the Department Head by the employee. The Department Head shall present such requests to the County Administrator

with a recommendation. The employee shall be notified by the Department Head of the date of the presentation of the recommendation to the County Administrator. All leaves of absence under this Agreement shall be without pay. A leave of absence may not be granted for taking of other employment. However, the term "other employment" shall not include selection to federal, state, county or municipal offices or Association duties.

Section 2. A period of up to but not more than one (1) year shall be granted as leave of absence due to personal illness, or for disability due to accident, whether work related or non-work related, provided a physician's certificate is furnished from time to time to substantiate the need for continuing the leave. Additional time may be extended in such cases by mutual consent of the employee and the County Administrator.

Section 3. Seniority shall continue to accrue during leaves of absence for personal illness and/or disability due to accident, whether work related or non-work related, for a period of up to one (1) year.

Section 4. Any employee elected to public office may be granted a leave of absence as necessary to fulfill the duties of such office. The period of time for such leave shall be subject to negotiations between the employee and the Department Head and the County Administrator.

Section 5. Seniority shall not accrue during leaves of absence for personal reasons; except that seniority shall accrue for leaves of fourteen (14) calendar days or less.

Section 6. Personal leaves of absence for pregnancy may be applied for as set forth in Section 2 above. Whenever an employee becomes pregnant, she shall furnish the employer with a certificate from her physician, stating the approximate date of delivery, the nature of work she may do, and the length of time she may continue to work during such pregnancy. Thereafter, upon request of the employer, she will furnish an additional certificate containing like information every thirty (30) days to forty-five (45) days. The period of maternity leave will be up to twelve (12) weeks. The period extending beyond twelve (12) weeks will be resolved on an individual basis and accompanied by appropriate medical certification and submitted to the County Administrator. The employee may return to work sooner. Should the employee desire to return to work sooner than six (6) weeks following delivery, the employee must have permission of her doctor. Disability due to pregnancy or childbirth shall be paid under the sick leave policy the same as any other temporary disability, consistent with Federal and State Statutes, provided a physician's statement is provided certifying that the employee is physically unable to work. In the absence of certification of physical incapacity, the employee may not use accumulated sick leave.

## ARTICLE 11. LUNCH PERIODS

Each employee shall be entitled to one-half ( $\frac{1}{2}$ ) hour lunch period during the shifts that cross the normal eating time for the noon and evening meals. The lunch period shall be scheduled at the discretion of the employer, and during such lunch period, employees shall be subject to call, if in the judgment of the employer, conditions make it necessary or desirable.

## ARTICLE 12. COFFEE BREAKS

Two (2) 15-minute or one (1) 30-minute coffee break shall be allowed to each employee during each shift. The coffee breaks shall be scheduled at the discretion of the Department Head or designee, and during such coffee breaks, employees shall be subject to call, if in the judgment of the employer, conditions make it necessary or desirable. Coffee breaks not taken for whatever reason do not accumulate for use at other times.

## ARTICLE 13. VACATIONS

Section 1. Each full-time employee having a continuous service record of one (1) year or more is entitled to the following vacation with pay, after the first year of employment:

- A. After one (1) year of employment: Two (2) weeks. Ten (10) work days.
- B. During the second (2nd) through the fifth (5th) years of employment: Two (2) weeks. Ten (10) work days.
- C. During the sixth (6th) through the thirteenth (13th) years of employment: Three (3) weeks. Fifteen (15) work days.
- D. During the fourteenth (14th) year through the twenty-first (21st) years of employment: Four (4) weeks. Twenty (20) work days.
- E. After twenty-two (22) years of employment: Twenty-three (23) work days.

Vacation may be taken in as little as one-half ( $\frac{1}{2}$ ) hour increments.

Section 2. Each full-time employee must take vacation in the year following completion of the year of employment or lose vacation rights for the year unless vacation time has been denied by management. Requests for vacation are to be submitted to the Department Head on prescribed forms by the 15th of the month prior to the month the vacation is desired. This notification may be waived in the case of an emergency, and vacations shall be granted so as not to diminish the efficiency of the departments. In the event an employee wants a partial week vacation such as one-half ( $\frac{1}{2}$ ) day or one (1) day vacation, permission must be obtained the previous day.

Section 3. All employees shall give a three (3) weeks notice in writing of their intention to voluntarily sever their employment with the County and upon failure to do so, any accumulation of pay except for time actually worked or as required by law shall be forfeited. Similarly, the County shall give the employees three (3) weeks notice in writing of any layoff.

Section 4. Seniority shall prevail in granting vacations when more than the usual number of employees desire their vacations at the same time.

Section 5. Any employee who is entitled to a vacation at the time of terminating services with the County shall receive accumulated vacation pay with the final paycheck.

Section 6. Employees may donate up to forty (40) hours of accumulated vacation time to a Monroe County employee who has a serious health condition as defined by the Family and Medical Leave Act. The 40 hour maximum is per donating employee per calendar year.

#### ARTICLE 14. SENIORITY

Section 1. The principle of seniority shall be taken into account in cases of layoff and recall, where vacation time requests conflict, promotion, transfer, reclassification and job posting. In the event that there shall be a layoff of employees, the employee with the least seniority shall be the employee laid off provided that the remaining employees shall have the capabilities to perform the employer's work. Recall from layoff shall be by seniority provided the employee recalled is capable of performing the available work.

Section 2. Seniority shall accrue from the first day of employment. An employee's seniority shall be terminated for any of the following reasons:

- 1) An employee quits or retires.
- 2) An employee is discharged for just cause.
- 3) An employee is laid off for a period of more than one (1) year without being recalled by the County.
- 4) An employee who has been laid off fails to report to work within seven (7) days after being notified to do so, unless such failure to report is beyond the employee's control.
- 5) If an employee is absent from employment for three (3) consecutive working days without notice to the employer, unless such failure to give notice is beyond the employee's control, provided, however, that this Section shall not affect disciplinary action against an employee for unexcused absence.

#### ARTICLE 15. CLASSIFICATION

Any reclassification on specific individual work assignments, other than as the result of disciplinary action or at the request of an employee or reclassification resulting from a reduction in the work force, shall not result in reduction of the individual employee's wages.

Wages, hours and working conditions of any newly created work classification which are an appropriate part of the bargaining unit shall be subject to negotiations between Association and employer.

## ARTICLE 16. JOB POSTING

Section 1. Whenever a vacancy occurs, or a new position is created, said vacancy or new position shall be posted. for five (5) days in overlapping weeks on the bulletin board provided by the County for Association use. The posting shall set forth the job requirements, qualifications required and rate of pay. Interested bargaining unit employees shall sign the posting indicating such interest. Bargaining unit employees shall be given first opportunity to fill such position openings provided they meet at least the minimum entry level qualifications for the position. Probationary employees (employees who are on their initial hire twelve (12) month probation), are limited to the employer's outside hiring process; these employees may not utilize the posting process as do other bargaining unit employees. The employer must first comply with the job posting provisions for nonprobationary employees before considering the outside hiring process. Outside applicants may not be considered for an opening unless there exists no interested bargaining unit employee possessing at least the minimum entry level qualifications. Where qualifications of interested bargaining unit employees are substantially equal, seniority shall be the determining factor in deciding who shall be awarded the job. It will be the policy to fill positions with the best qualified candidate available with the attempt to provide County employees with career advancement opportunities.

Section 2. Employees on lay off shall be given first opportunity to fill any vacancy equivalent to or below the classifications they held prior to lay off, if qualified.

Section 3. Any employee who has completed the probationary twelve (12) months satisfactorily and is assigned to a new job classification, thereafter, shall serve an additional six (6) month probationary period in such new job classification, during which period the Department Head and/or Public Safety and Justice Coordinating Committee may terminate such employment in the new job classification and revert the employee back to the previous job classification for just cause. An employee who is reverted under this Section shall have the right to appeal such action directly to the Public Safety and Justice Coordinating Committee. The successful applicant, if moving into a higher or lower pay rate, shall be paid the higher or lower rate on his/her first day in said position.

Any employee may at any time during his/her ninety (90) day probationary period, elect to revert back to his/her previous job classification.

## ARTICLE 17. PROBATION

Section 1. Whenever additional full-time employees are hired in the Sheriff's Department, they shall work in such position subject to a probationary period of twelve (12) months, during which period the Department Head and Public Safety and Justice Coordinating Committee may terminate such employment for any reason. It is understood that the removal of a probationary employee does not require the same kind of charges and/or reasons that might be expected in the removal of an employee who had completed his/her term of probation.

Section 2. Full-time employees who have completed the probationary twelve (12) months period satisfactorily and are continued, thereafter, shall have a regular status and shall be entitled to all rights, protection, and benefits granted by this Agreement.

ARTICLE 18. INSURANCE

Effective January 1, 2013 police officers covered by this agreement shall be placed in the same health insurance plan as non-protective county employees. The County shall also offer single and family dental insurance to all employees who work at least 20 hours per week. The employer and employee shall contribute toward such premiums based on percentages, with the employer paying eighty-seven percent (87%) of the monthly premium and the employee paying thirteen percent (13%) of the monthly premium. Effective January 1, 2015 employees shall pay the same percentage contribution as non-protective county employees up to a maximum of fifteen percent (15%). The County may, during the term of this agreement, commence a self-funded insurance program or seek bids for different carriers.

Early retirees, who are eligible and draw a monthly annuity from the Wisconsin Retirement Fund through age 65, may remain in the health insurance group provided the retiree pays the full premium for the applicable coverage. After age 65, the retiree is eligible for an additional 18 months group coverage provided the retiree pays the full premium for the applicable coverage.

Section 2. Worker's Compensation Insurance shall continue to be provided by Monroe County. Fringe benefits will continue in full for the first fourteen (14) days of the period for which a worker may be receiving Worker's Compensation benefits beyond the initial fourteen (14) days, certain fringe benefits do not continue to accrue. Examples of benefits which do not continue to accrue are retirement benefits, holiday pay, and vacation accrual. Sick leave shall continue to accrue for a maximum of one year (1) and then additional accrual shall cease if the employee is still under Worker's Compensation. The County's portion of health insurance will be continued for a maximum period of one (1) year, for employees eligible for Worker's Compensation due to work related injuries or illness. Additional extensions may be requested as per the provisions of Article 10, Section 2.

- A. It is the intent of the parties that matters relating to temporary full or temporary partial disability be carefully and prudently assessed. The employee's as well as the employer's best interests will be considered when attempting to place the employee back on active duty. Medical opinion(s) as well as any other conditions that would affect job performance will be considered on a case-by-case basis. Should any of the above factors potentially affect the wages, hours or working conditions, outside of the current Collective Bargaining Agreement, of the employee affected, the County will meet with the Union in an attempt to resolve the issues.
- B. Whenever an affected employee requests a light duty assignment, because of a condition necessitating such light duty, the employer shall, to the extent possible, accommodate the employee:

Section 3. The County shall provide false arrest insurance.



Section 4. The County shall provide each regular full-time employee covered by this Agreement with a \$10,000 term life insurance policy with AD&D effective at the same time the health insurance becomes effective for new employees. This coverage will be provided to regular part-time employees who may qualify under the guidelines as established by the insurance carrier.

#### ARTICLE 19. FUNERAL LEAVE

Section 1. Employees shall receive a three (3) day funeral leave with full pay for the death of a spouse, daughter, son, mother, father, sister, brother, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, stepchild, stepparent, grandparent, grandchild or other relative who is a member of the employee's immediate household. Funeral leave shall be taken within a five (5) work day period (excluding scheduled days off), consisting of the two (2) work days immediately preceding and the two (2) work days immediately following the funeral. If there is a need to use funeral leave on a scheduled holiday, the holiday (excluding floating holiday) shall be taken as an extra day after the funeral leave, with approval of the employee's supervisor. An additional two (2) days of funeral leave in the case of the death of an immediate family member may be taken from an accumulated sick leave balance. These days shall be taken immediately preceding or following use of funeral leave.

Section 2. Employees shall receive one (1) day funeral leave with full pay for the death of a grandparent-in-law, aunt, uncle, niece or nephew of the first degree, if actually attending the funeral on a scheduled work day or holiday.

Section 3. Definitions for this article shall be as follows:  
Immediate family member - spouse, child, or other relative who is a member of the employee's immediate household; nephew - son of employee's brother or sister or brother-in-law or sister-in-law; niece - daughter of employee's brother or sister or brother-in-law or sister-in-law; aunt - sister or brother's wife of employee's mother or father; uncle - brother or sister's husband of employee's mother or father. Divorce severs in-law relationship.

Section 4. Employees shall receive a one-half (½) day funeral leave with full pay when attending a funeral as a pallbearer, and also shall receive a one-half (1) day funeral leave with full pay when attending a military funeral as a participant. Such attendance shall be limited to three (3) times per calendar year.

#### ARTICLE 20. RETIREMENT

Section 1. The County shall contribute to the Wisconsin Retirement Fund as stipulated by Wisconsin Law.

Section 2. Effective January 1, 2015, employees hired prior to July 1, 2011, shall contribute six percent (6%) toward the employee portion of the Wisconsin Retirement Fund contribution. Effective January 1, 2016 employees hired prior to July 1, 2011, shall contribute the full employee portion of the Wisconsin Retirement Fund contribution.

ARTICLE 21. MILITARY LEAVE

Section 1. Employees who are members of a military service shall be granted a leave of absence for their annual tour of two (2) weeks. Employees called to active duty shall be granted a military leave of absence.

Section 2. Employees receiving leave for annual two (2) week tours shall be paid the difference between their military pay and the pay they would have normally earned had they worked for the County.

Section 3. Employees drafted or ordered into military service shall be entitled to return to his/her former job at the current rate of pay with no loss in seniority and benefits, providing said employee returns to work within ninety (90) days of discharge from mandatory service. Seniority shall accrue while in the service on active duty.

ARTICLE 22. UNIFORM ALLOWANCE

Section 1. The County shall pay to full-time employees in the position of Patrol Officer, Patrol Sergeant, Investigator, Investigative Sergeant, and Civil Process Deputy, a uniform allowance of five hundred fifty and no/100 dollars (\$550.00) for uniform allowance per year; and to employees in the position of Bailiff the sum of four hundred fifty and no/100 dollars (\$450.00) for uniform allowance per year; such uniform allowance to be payable on January 15 for the year ensuing January for which said allowance is paid. All full-time employees who work part-time as a patrol division officer shall receive the Patrol/Sergeant/Deputy uniform allowance. Effective January 1, 2018, the uniform allowance for Patrol Officer, Patrol Sergeant, Investigator, Investigative Sergeant and Civil Process Deputy shall increase to six hundred dollars (\$600), and the allowance for Bailiff shall increase to five hundred dollars (\$500).

Section 2. Any employee receiving a uniform allowance who shall terminate employment in the position for which he/she qualified for such uniform allowance, or who shall be terminated in such position, shall pay to the County a sum of money which shall be determined to be unused uniform allowance prorated from date of termination of employment to the end of the calendar year.

ARTICLE 23. ASSOCIATION ACTIVITY.

Section 1. Bulletin Boards: The County agrees to provide bulletin board space for the Association's use. The bulletin boards are to be used by the Association for notices only of the following: Association meeting, Association elections, Association appointments, Association recreational and social events, unemployment compensation information, and other materials of nonpolitical, noncontroversial nature.

Upon written demand from the County, the Association shall promptly remove from such bulletin boards any material which is libelous, scurrilous, or in any way detrimental to the labor-management relationship. The County will retain ownership of the bulletin boards. In the event the Association fails to remove materials in violation of this Section, the County reserves the right to remove said material or the bulletin board upon which said material is posted.

Section 2. Association Business: Except as otherwise herein expressly permitted or agreed to by the County, Association business shall be transacted outside of the normal working hours. Grievances may be processed by an employee during working hours on County property provided he/she has the consent of the Department Head. In processing grievances, permission must be received from the Department Head before an employee shall leave a work area to conduct Association business, or before an Association representative may enter County property to conduct County business. The County reserves the right to exclude such meetings from any and all work areas of County property. Such meetings shall not interfere with the orderly and efficient operation of County business. Association membership meetings shall not be conducted on County property.

Section 3. Association Officials: The Association agrees to provide written notification to the County within seven (7) days following election or selection of Association representatives, stewards or other Association officials to enforce the Agreement.

Section 4. Use of County Facilities: The Association may have reasonable access to County facilities for purposes of holding bargaining planning sessions prior to scheduled negotiations with the County, for planning for mediation/arbitration sessions, or grievance hearings, provided the meeting consists of off-duty employees and their representative only and that it is held away from the law enforcement work site.

#### ARTICLE 24. NO STRIKE AGREEMENT

Section 1. Strike Prohibited: Neither the Association nor any of its officers, agents, or County employees will instigate promote, encourage, sponsor, engage in or condone any strike, picketing, slow-down, concerted work stoppage or any other intentional interruption of work during the term of this Agreement.

Section 2. Association Action: Upon notification by the County to the Association that certain of its members are engaged in a violation of this provision, the Association shall immediately in writing order such members to return to work, provide the County with a copy of such an order, and a responsible official of the Association shall publicly order them to return to work. In the event that a strike or other violation not authorized by the Association occurs, the Association agrees to take all reasonable, effective and affirmative action to secure the members return to work as promptly as possible. Failure of the Association to issue the orders and take the action required herein shall be considered in determining whether or not the Association caused or authorized the strike.

Section 3. Penalties: Any or all of the employees who violated any of the provisions of this Section may be discharged or disciplined by the County, including loss of compensation, vacation benefits and holiday pay. In any arbitration proceeding involving breach of this provision, the sole question for the arbitration to determine is whether the employee engaged in the prohibited activity.

In addition to penalties provided herein, the County may enforce any other legal rights and remedies to which by law it is entitled.

ARTICLE 25. NONDISCRIMINATION

County and Association shall comply with the Federal and Wisconsin Law as to nondiscriminatory employment.

Monroe County and the Monroe County Professional Police Association are committed to the principles of equal employment opportunities and practices for all persons regardless of age, race, sex, creed, ancestry, disability, arrest and conviction records, marital status, sexual preference or national origin, except where these factors constitute a bona fide occupational qualification. Monroe County and said Association will act in a nondiscriminatory manner in all matters regarding personnel, which shall include, but is not limited to, the following: hiring, promotion, demotion, dismissal, disciplining, wage and fringe benefit policies, training, working conditions, and all other benefits of employment.

ARTICLE 26. JURY DUTY

An employee required to serve as a juror shall be paid his/her regular wages while serving as a juror, if it falls during the employee's normal work shift and the compensation paid to such employee for serving as a juror, excluding mileage, will be turned over to the employer. If the employee is required to serve as a juror during regularly scheduled off time, such employee shall be entitled to retain his/her jury fees.

ARTICLE 27. DAMAGE TO PERSONAL ITEMS

Employees who have eyeglasses or watches broken or destroyed by an assailant, provided said employee is acting within the proper scope of his/her duties when assaulted, shall have the damaged item restored to its predamaged condition prior to the assault. Reimbursement shall not exceed the actual amount needed to restore the item to the predamaged condition. The employee shall fully cooperate with the Department Head and County in pursuing, by all means necessary, restitution from the assailant.

ARTICLE 28. ENTIRE MEMORANDUM OF AGREEMENT

Section 1. This Agreement constitutes the entire Agreement between the parties and no verbal statements shall supersede any of its provisions. Any amendment supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto. The parties further acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and the opportunity are set forth in this Agreement. Therefore, the County and the Union, for the life of this agreement, each voluntarily and unqualifiedly waive the right and each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, except for mandatory subjects of bargaining within the meaning of Wisconsin Statutes 111.70, even though such subject may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. Waiver of any breach of this Agreement by either party shall not constitute a waiver of any future breach of this Agreement.

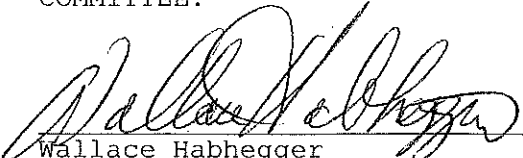
Section 2. If any Article of this Agreement or any additions thereto should be held invalid by operation of law or by any executive, legislative, administrative or judicial action, or if compliance with or enforcement of any Article or section should be enjoined or restrained by such operation of law or executive, legislative, administrative or judicial action, the remainder of this Agreement and amendments thereto shall not be affected thereby, and the parties hereto shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

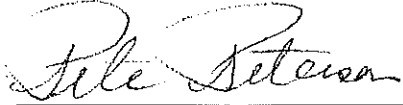
ARTICLE 29. DURATION OF AGREEMENT


This Agreement shall become effective January 1, 2017, and shall remain in full force and effect through December 31, 2018. Contract negotiations for 2017 shall begin as soon after August 1, 2018, as is practical. Additionally, this Agreement shall further continue in full force and effect thereafter, from year to year, unless written notice is given by either party of an intent to bargain, at least one hundred twenty (120) days prior to the last day of each year.

WITNESS OUR HANDS AND SEALS THIS 22nd day of November,  
2016, in the City of Sparta, County of Monroe, State of Wisconsin.

MONROE COUNTY BARGAINING  
COMMITTEE:

  
Wallace Habegger


  
Pete Peterson

  
Carol Las

  
Ken Kittleson  
Personnel Director

MONROE COUNTY PROFESSIONAL  
POLICE ASSOCIATION:

  
Jeffrey Spencer, Union President

  
Michael Backus, Business Agent  
WPPA/LEER