

COLLECTIVE BARGAINING AGREEMENT

January 1, 2017 - December 31, 2018

Between

DUNN COUNTY, WISCONSIN

And

**DUNN COUNTY LAW ENFORCEMENT EMPLOYEES
LOCAL 727-B, UNIT NO.1
(POWERS OF ARREST)**

**WISCONSIN COUNCIL OF COUNTY AND MUNICIPAL EMPLOYEES
AFSCME, AFL-CIO**

Dear County Employee:

We take this opportunity to welcome you to what we hope will be a fulfilling work experience and career.

The union represents us in all negotiations with our employer over wages, hours, working conditions of employment, and also on occasions when differences arise between us and the county with respect to the application, meaning, or interpretation of the labor agreement. Our bargaining committee is made up of employees who are elected by their fellow employees. They, along with our professional representative, meet and confer with the county.

Along with this letter of welcome and orientation, you have received a copy of the labor agreement, commonly known as the "contract." Such agreement is the result of long, good faith negotiations which have taken place for several years. The contract provides JOB SECURITY, EMPLOYEE RIGHTS, COMPENSATION RANGES, and among several other provisions, a section termed as the "Fair Share Agreement."

The Fair Share Agreement specifies that, as a condition of employment, all eligible employees shall be required to pay their proportionate share of the costs of representation by the union and that the union shall represent all such employees fairly and equally. There is no requirement to be a member, but all eligible employees must pay their fair share.

We, of course, hope that you will join us and fully participate in our decision-making process as well as all the other activities which include regular monthly membership meetings. You may join by filing a membership application form and returning it to one of your fellow union members. There are no initiation fees and there will be no difference in cost to you whether you join or not.

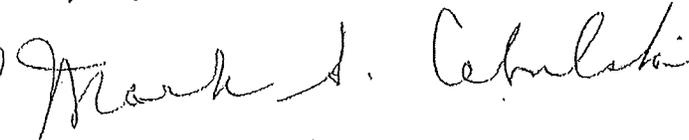
We encourage you to thoroughly read and familiarize yourself with your contract, as it will answer many of your questions. If we can be of any assistance or if you have any questions, please accept our invitation to contact us.

It is our hope that your employment with Dunn County and your relations with your fellow employees will be fruitful, productive, and happy.

Sincerely yours,



Paul R. Miller
Dunn County Manager



Mark Cebulski
Staff Representative, Council 32

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AGREEMENT

This agreement is made and entered into by and between the County of Dunn, Wisconsin, hereinafter referred to as the "County" or the "Employer," and the Dunn County Law Enforcement Employees, Local 727-B, UNIT NO.1, (Powers of Arrest), AFSCME, AFL-CIO, of Dunn County, Wisconsin, hereinafter referred to as the "Union" or the "Employee(s)."

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. Both parties to this agreement will cooperate so that there will be a harmonious relationship, mutual respect, good faith negotiations, and grievance processing.

THE COUNTY SHALL NOT:

- (a) Interfere with, restrain, or coerce employees in the exercise of their rights, recognized by the Employer in the Recognition Clause or any other rights or functions of the Union that it has by law;
- (b) Attempt to dominate or interfere with the administration of the Union which is a party to this agreement;
- (c) Discriminate against any employee or employees in regard to hire, tenure, or other terms or conditions of employment because of union activities;
- (d) Refuse to bargain in good faith with the Union;
- (e) Discipline or discharge employees without just cause;
- (f) The County shall not initiate, create, dominate, aid or support any employee or employee's group for any bargaining during the term of this contract.

THE UNION SHALL NOT:

- (a) Interfere with or restrain any management personnel in the exercise of their management rights as stated in Article 6, Section 1 of this agreement or any other rights or functions of management that it has by law;
- (b) Attempt to dominate or interfere with the administration of the County which is a party to this agreement;
- (c) Refuse to bargain in good faith with the County.

ARTICLE 1 - RECOGNITION

Section 1. Bargaining Units Recognized

The County recognizes the Union as the exclusive bargaining agent for all regular full time and regular part time employees at the Dunn County Law Enforcement Employees, Local 727-B, Unit No. 1 (Powers of Arrest), as certified by the Wisconsin Employment Relations Commission, including limited-term non-substitute employees, but excluding limited term substitute employees, confidential employees, managerial employees and supervisory employees.

In the event new operations are commenced by the Employer, or in the event new positions are created or reclassifications occur with respect to present activities and operations of the Employer, the inclusion and exclusion of such employees from the collective bargaining unit shall be determined by stipulation between the parties. If such agreement is not reached, the matter shall be referred to the Wisconsin Employment Relations Commission for a decision.

Section 2. Limited Term Employees

Limited term positions shall be limited in duration to: 12 months of work, one calendar year from the date of hire, or 2080 hours of work; whichever comes first. Limited term positions shall not be posted. The Union Steward shall be advised, in writing, when a limited term employee is hired. Wages, hours and working conditions of limited term positions which become permanent shall be negotiated with the Union. Limited term employment shall not be utilized to provide training and experience in above-entry level positions. Limited

Term Employees shall be eligible for overtime hours of work after all qualified bargaining unit members of that department have been offered the overtime; except that this shall not prevent LTE Sheriff's Deputies from completing their end of shift assignments while on the road.

- (a) Limited term substitute employees are defined as any individual hired to fill the vacant position of a bargaining unit member who is off work on paid or unpaid status. Such LTE's are not covered by the terms of this agreement, except that they shall not be paid less than 75% of the starting rate for the position they fill. Limited term substitute employees shall not be eligible for the in lieu of benefit premium. Limited term substitute employees who replace employees on military or medical leave shall be allowed to work up to two years.
- (b) Limited term non-substitute employees are defined as temporary, casual, occasional, seasonal (in courthouse and human services) or any other individuals hired to perform work for the County. Such employees shall be paid not less than 100% of the starting rate for the positions they fill but shall not be eligible for benefits or payments in lieu of benefits. The limited-term non-substitute employees accrue no seniority and have no layoff or transfer rights. They may not appeal termination of their employment. Limited term non-substitute employees, or groups of such employees, may be released from the payment provisions of this Section upon mutual agreement between the Employer and the Union. Said releases shall address the hours and time periods to be worked as well as the duties to be performed. Employees who are the subject of the release agreements shall not have dues or fair share payments deducted from their wages. The Union Steward shall be advised in advance in writing when a limited term employee is hired.

Section 3. Working Patrol Sergeants- Provisional Appointment

For persons appointed by the Sheriff into the position of Patrol Sergeant, the provisional period shall be 240 hours from the date of appointment.

- (a) During the provisional period, the employee will not be represented by the Union but will continue to accrue seniority and be entitled to an evaluation of his/her performance once every pay period.
- (b) An appointee and the Sheriff may elect to end a provisional appointment at any time during the provisional period. In the event this occurs, the employee shall be entitled to return to the bargaining unit. Employees returning to the bargaining unit shall assume the shift vacated by the next appointed Sergeant.
- (c) Employees who successfully complete provisional appointment shall sever all ties to the bargaining unit and the appointment shall become permanent.

Section 4. Bargaining Committees

- (a) The Union shall be represented by such person and/or union bargaining committee as the Union may deem desirable. The union bargaining committee shall be composed of not more than two (2) union employees and the Wisconsin Council 40 Staff Representative.
- (b) The County shall be represented by such persons and/or committee as said County may deem desirable.

Section 5. Fair Share Agreement

The County agrees that each month it will deduct from the pay of all collective bargaining unit employees, either dues or a fair share service fee established by the Union and certified to the County as being consistent with Section 111.70, Wisconsin Statutes, and monthly remit the aggregate amount collected by such deduction to the treasurer of the Union. Changes in the amount of dues/fees to be deducted shall be certified by the Union sixty (60) days before the effective date of the change. The Union agrees to abide by all laws concerning fair share and agrees to hold the County harmless in all matters relating to fair share.

The Union, as the exclusive representative of all the employees in the bargaining unit, will represent all such employees, union and nonunion, fairly and equally, and all employees in the unit will be required to pay, as provided in this article, their proportionate share of the costs of representation by the Union. No employee shall be required to join the Union but membership in the Union shall be made available to all employees who apply consistent with the union constitution and bylaws. No employee shall be denied union membership because of race, creed, color, religion or sex.

ARTICLE 2 - GRIEVANCE PROCEDURE

Section 1. Definitions and Initial Procedure

For the purpose of this article, work days shall be defined as Monday through Friday, excluding contractually stated holidays.

- (a) Definition of a Grievance. A grievance is hereby defined as a dispute regarding the interpretation, application or enforcement of the terms of this Agreement. The parties are encouraged to informally settle disputes before the filing of grievances. If the parties cannot informally settle the dispute, a grievance may be processed according to the following procedure.
- (b) Subject Matter. Only one subject matter shall be covered in any one 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) Procedure for Filing Grievance. All grievances must be filed in writing through the union grievance committee and signed by an officer of the Union.
- (d) Time Limit for Filing Grievance. Grievances should be filed promptly in writing to the department supervisor within fifteen (15) work days from the alleged date of violation, or fifteen (15) work days from the date when the grievant should have known of the alleged violation by management.
- (e) Time Limit Extension. If it is impossible to comply with the time limits specified in these procedures, these limits may be extended by mutual consent in writing.
- (f) 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.

If the respective management reply is not submitted in a timely fashion, the grievance shall be deemed as settled in favor of the grievant.
- (g) Presentation of Grievance to Supervisor. The Union shall present the grievance to the department head (Sheriff) who shall render a decision in writing within seven (7) work days following receipt of the grievance. The Department Head shall name a Management designee to receive and respond to grievances during the Department Head's absence. A copy of the grievance shall also be submitted to the County Manager at the time of the presentation of the grievance by the Union.
- (h) Presentation of Grievance to County Manager. If the grievance is not settled at (g), the grievance shall be presented within seven (7) work days to the County Manager or, in the event of the absence of the County Manager, to the Committee on Administration. A decision shall be rendered within seventeen (17) work days following receipt of the grievance.
- (i) Grievance Arbitration Time Limit. The decision of the County Manager (or that of the Committee on Administration in the Manager's absence) shall be final and binding upon the parties unless

either party appeals the decision to arbitration by giving written notice of its desire to arbitrate to the other party within thirty (30) work days after receipt of the decision.

Section 2. Arbitration

- a) Arbitration Procedure and Selection of Arbitrator. Any grievance which cannot be settled through the above procedure may be submitted by either party to final and binding arbitration as follows:
1. The Union and the County may first attempt to voluntarily agree upon a neutral arbitrator.
 2. In the event they are unable to agree, either party may, after advising the other party of their decision, request the Wisconsin Employment Relations Commission (WERC) to appoint one of their staff members as sole arbitrator.
 3. If either party is dissatisfied with the appointment made by WERC, said party may request the Federal Mediation and Conciliation Service (FMCS) to submit a list of five (5) arbitrators. The parties shall alternately strike names until one remains. The first party to strike a name shall be determined by lot.
- b) Cost of the Arbitration. The cost of the neutral arbitrator shall be borne equally by the County and the Union. The cost of a court reporter, if requested by either party or the arbitrator, shall also be equally divided between the County and the Union. All other expenses incurred by either party shall be borne respectively by them.
- c) Findings of the Arbitrator. The arbitrator shall make the findings known simultaneously to the Employer and the Union. The decision of the arbitrator shall be final and binding on both parties.
- d) Limitations on Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, or add provisions to this agreement. His/her authority shall be limited to the extent that he/she may only consider and decide the particular issue or issues presented to him/her by the Employer and/or the Union. Disputes or differences regarding negotiable issues are expressly not subject to arbitration.

Section 3. Stewards

A written list of union stewards and other representatives shall be furnished to the departmental supervisor immediately after their designation and any changes to said list will be likewise furnished to the departmental supervisor immediately after the change is made. Stewards shall be allowed to meet with the respective supervisors by appointment. If requested to meet with the supervisors during hours of work, stewards shall not lose any pay.

ARTICLE 3 - PROBATION

Section 1. Term of Probation

The County may separate an employee from service during such probationary period without recourse to the grievance procedure. Sheriff's Department employees shall serve a probationary period of twelve calendar months or 2083 hours, whichever is longer.

Section 2. Permanent Status and Rights

Employees retained after the probationary period shall be entitled to all rights and benefits granted under this agreement retroactive to the original day of employment exclusive of the part-time employee hourly benefit in lieu of fringes.

Section 3. Information for New Employees

All new employees shall be provided with a copy of the Collective Bargaining Agreement, a joint County/Union welcome letter, a union membership card, a copy of all written work rules, and a copy of their job description.

ARTICLE 4 - SENIORITY

Section 1. Principle

The County recognizes the principle of seniority, and such principle shall dominate, where applicable, including lay-off and recall from lay-off, provided that employees involved in any decision to which the principle of seniority is applicable, meet the necessary standard qualifications. Seniority shall be defined as an employee's length of continuous service with the County, dating from his/her last date of hire. Layoffs of less than one year shall not terminate seniority.

The principle of seniority shall govern and control in all cases in choice of shift work, approval of time off requests for vacation and floating holiday hours, and choice of vacation period, except that approved vacations may not be canceled by exercise of seniority rights.

Section 2 Recall from Layoff

1. Laid off employees shall retain the right to be recalled for a period of one year after the employee's last day of work with the County.
2. Former qualified employees, who have been laid off within one (1) year prior thereto, shall be entitled to be reemployed if such a vacancy exists in the same classification, part-time or full-time status.
3. Employees shall be notified of recall by certified mail. The employee shall respond to the recall by the date specified in the notice. It shall be the responsibility of the employee to keep the County advised of his/her current address.
4. The County shall simultaneously provide the Union with copies of any recall notice sent under this section. Employee's failure to respond to the recall notice within ten (10) days of receipt of the notice will be considered a waiver of the employee's recall rights.
5. Recall rights shall end should an employee refuse a position in the bargaining unit of equivalent or more hours or his/her former position. Casual or substitute work with the County during the recall period shall not extend the recall period. Recalled employees who are recalled into different wage classifications, shall be placed at the pay step which affords them an increase (or least decrease) in the new wage classification.

Section 3. Termination of Rights

Seniority in the employment relationship shall be broken or terminated if an employee: (1) quits; (2) is discharged for just cause; (3) is absent from work without justification for three (3) consecutive work days without notification to the County; (4) is laid off and fails to report to work within ten days after having been recalled by registered mail or fails to be recalled from layoff within one year; (5) fails to report for work at the termination of a leave of absence; (6) if an employee on a leave of absence for personal or health reasons accepts other employment without permission; or (7) if he/she is retired.

ARTICLE 5 - HOURS

Section 1. Hours of Work and Work Week

Employees, except for the Court Security Officer, shall work 8½ hours per day with a ½ hour paid lunch. The work week for all employees, except as designated herein, shall be comprised of six (6) consecutive workdays followed by three (3) consecutive days off. The Investigators shall work a schedule of 5/2, 5/2, 4/3. A deputy may be assigned to work court security and upon such an assignment will work a 5/2 schedule, Monday through Friday, normally between 7:00 a.m. and 5:00 p.m., but the work hours may be subject to change as needed. The hourly work schedule for all employees shall be:

a) Power of Arrest Employees:

6:30 a.m. to 3:00 p.m.
7:00 a.m. to 3:30 p.m.
7:30 a.m. to 4:00 p.m.
8:00 a.m. to 4:30 p.m.
8:30 a.m. to 5:00 p.m.
2:30 p.m. to 11:00 p.m.
6:30 p.m. to 3:00 a.m.
9:00 p.m. to 5:30 a.m.
10:30 p.m. to 7:00 a.m.

b) Court Security Officer. 8½ hours per day, Monday through Friday, which includes a one-half (1/2) hour unpaid lunch. Hours of work shall normally be scheduled between 7:00 a.m. and 5:00 p.m. but may be subject to change as needed.

c) Work Schedule - On November 1st of each year, all shifts shall be posted for the succeeding calendar year in three four-month segments. Shift selections shall be completed by December 1st.

Schedule changes shall be by mutual agreement.

Section 2. Rest Periods

Each power of arrest employee's daily work shift shall include one 15-minute rest period for each 4 hours worked.

Section 3. Days Off/On Exchange

Employees may arrange with a co-worker of their work unit to exchange off duty days or shifts. Such exchanges are the responsibility of the employees involved and are exempt from seniority provisions of the contract. Such exchanges must be verbally approved by the Supervisor. Such special arrangements shall not cause the payment of overtime.

Section 4. Limited Term Employees

In the event that Replacement Limited Term Employees are needed in the Patrol bargaining units, these LTE's may be drawn from reserves. They will only work the schedule of the person they replace and only one LTE will replace one employee. In the event an employee's hours need to be split among more than one replacement LTE, Management shall notify the Union of such reasons.

It is understood that the term "replacement" differs from "casual" in that replacement LTE's are intended to replace an employee that is off on extended sick leave, Family Medical Leave, work comp, or other leaves of absence as defined in the collective bargaining agreement. This shall not include vacations, personal holidays or compensatory time.

Overtime will be offered to bargaining unit members before LTE's and bargaining unit members may, with the mutual agreement of the Sheriff, switch shifts with the Limited Term position.

Reserve use by the department will be governed by Article 5, Section 5.

Section 5. Reserve Officers

a) Reserve Officers may only:

1. Provide security at the Red Cedar Speedway, RockFalls raceway, dances, school activities, concerts or similar events when contracted.
2. Provide security, including the Dunn County Fair.

3. Assist for fund raisers, charitable and non-profit events.
 4. Fill a vacant shift on patrol only after all qualified union personnel are asked first. This shall not apply to Reserves working in a capacity as a limited term employee within those departments.
 5. Be assigned to ride along with or work alongside bargaining unit members for up to 8 hours per shift, per month. Those Reserves may be requested to assist on-duty employees. It is understood that the reserves are not out there to do a Union member's work, only to learn and assist when needed.
- b) The practice of assigning or allowing reserves to patrol on Friday and Saturday nights, by themselves, in a County vehicle is prohibited.
 - c) Qualified Union employees will be given first opportunity to perform work offered to the department, except in those cases mentioned in Section (a) above. This shall be consistent with Article 6, Section 6, Article 19, Section 1a, and all other provisions of the collective bargaining agreement.
 - d) Bargaining unit members shall be given the opportunity to participate in work described in Section (a) above, or any other work offered to the reserves and mutually agreed upon in Section (e) below. They shall work along side the reserves and receive only the contracted amount.
 - e) It is recognized that the aforementioned use of non-union personnel is permissive in nature. Their use is in no way intended to, nor will be allowed to, set precedence, create past practice or adversely affect bargaining unit members. Instead, this is an agreement to permit the County an opportunity to offer a training program to the Sheriff's Department Reserve Corps.
 - f) The County shall not contract with the reserves or non-union personnel for any purpose not stated herein without prior mutual agreement of the Union.

ARTICLE 6 – OVERTIME/COMP TIME

Section 1. Overtime

Qualified employees may request to share and shall then be entitled to an equal share of department overtime work. This does not include the position of Court Security Officer.

- a) Overtime Pay. Employees shall receive time and one-half (1½) pay for all time worked outside of their standard work schedule except as provided below.
- b) Call In Overtime. Employees called in to work overtime shall receive a minimum of two (2) hours overtime pay. This provision shall not apply to sworn officers with home based vehicles (see Article 7, Section 12).
- c) Court Appearances. Law enforcement work related court appearances scheduled outside of the regular hours of work shall be compensated at time and one-half pay. Employees who are eligible for compensatory time off may choose either compensatory time off or, at the employee's choice, time and one-half pay.
- d) Training. Upon mutual agreement, an employee may be assigned to an alternative work schedule, with the same number of hours as their regular work schedule, to attend training at the employee's regular rate of pay. Overtime shall only be paid if the hours necessary to attend the training exceed the number of hours for the standard work schedule of the alternative work schedule assigned.

- e) Department Overtime. Department overtime work shall be offered to bargaining unit employees first, then to the Sergeants, then to other qualified employees.
- f) Emergency Overtime. In case of an emergency, employees may be required to work overtime. Emergency call in assignments shall first be offered to bargaining unit employees before assigning the same to other qualified employees.

Section 2. Comp Time

With the approval of their supervisor, employees may elect to take compensatory time off with pay in compliance with the Fair Labor Standards Act, on the basis of time and one-half (1½) off for time worked, in lieu of time and one-half (1½) overtime pay for any overtime work performed.

- a) Sheriff's Department. Compensatory time may be earned and accumulated on a one year basis. The compensatory time year shall begin with the pay period following the pay period which includes November 30th and shall end with the pay period including November 30th.

Deputies can earn up to a total of 51 hours of comp time per year in addition to comp time earned for court and training. The Sheriff can, at his/her discretion, allow a larger amount. The deputies assigned to investigations may accrue comp time for any additional hours worked and are not held to the 51 hour limitation. Compensatory time may be taken in any manner, at any time, upon mutual agreement between the employee and their supervisor.

A total of 60 compensatory time hours may be carried over into the following comp time year. The cut-off for determining payment of the compensatory time balance will be the last day of the pay period which includes November 30th.

See also Article 7, Section 12, regarding comp time for sworn officers with home based vehicles.

- b) Court Security Officer. The Court Security Officer shall not be entitled to equal shares of department overtime as specified in Article 20, Section 1.

The Court Security Officer shall receive one and one-half (1½) pay for all time worked outside of their scheduled hours of work.

With the approval of the Sheriff, these employees may elect to take compensatory time off in lieu of time and one-half (1½) pay in compliance with the Fair Labor Standards Act for overtime work performed.

Compensatory time off shall be taken at a time desired by the employee(s), provided it does not interfere with the needs of the Court. Comp time may be used by the hour up to a single eight hour day, or in increments of four or more eight hour days at a time, unless approved by the Sheriff.

Compensatory time may be earned and accumulated on a one year basis. The compensatory time year shall begin with the pay period following the pay period which includes November 30th and shall end with the pay period including November 30th. Compensatory time carryover will be allowed for comp time earned within the last 14 days of the pay period which includes November 30th. The cut-off for determining payment of the compensatory time balance will be the last day of the pay period which includes November 30th.

When annual wage increases are split, two compensatory time payouts will be issued. The first payout will be made in the pay period which includes May 31st. The second payout will be made in the pay period which includes November 30th. Compensatory time carryover will be allowed for comp time earned within the last 14 days of the pay period which includes May 31st and/or November 30th.

Section 3. No Reduction in Hours

No time shall be deducted from the scheduled hours of work to avoid paying the overtime rate of pay.

Section 4. On Call Duty

Employees who are assigned to be on call outside of their normal work schedule shall receive one dollar (\$1.00) per hour for all time served on call. Employees called out, shall receive their regular rate of pay as determined in the respective appendices.

ARTICLE 7 - MISCELLANEOUS PROVISIONS

Section 1. Management Rights

It is understood and agreed that management possesses the sole right to operate and govern this agency and that except as otherwise specifically provided in this agreement, the County retains all the rights and functions of management that it has by law. The exercise or non-exercise of rights hereby retained by the County shall not be deemed a waiver of any such right or prevent the County from exercising such rights in any way in the future. These rights include, but are not limited to, the following:

- a) To hire and fire;
- b) Direct the work forces;
- c) Determine the mission of the County;
- d) Determine the methods, means, and number of personnel needed to carry out the County's mission;
- e) Introduce new or improved methods or facilities;
- f) Change existing methods or facilities;
- g) Relieve employees because of lack of work;
- h) Contract out for goods or services;
- i) Determine the size and composition of the work force;
- j) To allocate work assignments;
- k) To determine the level of service and types of services to be offered by the County;
- l) To discontinue operations;
- m) To establish work assignments;
- n) To lay off employees for lack of work and the right to determine the fact of lack of work;
- o) To make and enforce reasonable work rules;
- p) To determine the fact that overtime work is necessary and the composition of the force to complete such work;
- q) The establishment of reasonable quality standards.

- r) General, but reasonable, regulations may be posted by the administration in accordance with the management rights stated in this Article, and failure to adhere to these regulations may be cause for discharge.
- s) To discontinue employees for physical or mental defect, which in the judgment of the appointing authority, incapacitates an employee for the performance of the duties of his/her position and an examination by a licensed medical doctor shall be required. This shall not relieve the County from its responsibilities under Workers' Compensation Statutes and Americans with Disabilities Act.

Section 2. Disciplinary and Discharge Procedure

- a) Disciplinary Action. It is the County's responsibility to offer and provide reasonable training and supervision and to establish reasonable work rules. Disciplinary action may only be imposed on an employee for failing to fulfill his/her responsibilities as an employee. Any disciplinary action or measure imposed upon an employee may be appealed through the regular grievance procedure.

If the County has sufficient reason to reprimand an employee, it shall be done in a manner that should not embarrass the employee before other employees or the public.

- b) Just Cause Notification. Employees shall not be disciplined or discharged without just cause. If the County feels there is just cause for suspension or discharge, the employee and his/her steward shall be notified in writing within twenty-four (24) hours following the discharge or suspension that the employee has been discharged or suspended and the reasons therefor.

- c) Procedure. The normal procedure for discipline and/or discharge shall include only the following:

- A) Oral reprimand;
- B) Written warning;
- C) Suspension;
- D) Discharge.

The number of written warnings, the length of suspensions, and any potential discharge shall be determined by the County in accordance with the gravity of the violations, misconduct, or dereliction involved, taking into consideration that such steps are intended as corrective measures.

- d) Personnel Records. Personnel records including remarks, warnings and disciplinary measures taken shall be dated. Employees may request to see their own personnel records (including electronic files) and reasonable access to the same shall be made available. Notice of disciplinary action shall be removed from the employee's record after a four (4) year period. Such expunged records of discipline shall not be used as a basis for progressive discipline and shall not be used as evidence in grievance arbitration hearings. Any non-disciplinary letter issued to an employee describing any work performance deficiency may be incorporated into the employee's annual performance evaluation as a permanent record of the employee's personnel file. Any such non-disciplinary letters shall be removed from the employee's personnel file upon completion of the employee's performance evaluation.

- e) Non-Disciplinary Letters. Any non-disciplinary letter issued to an employee describing any work performance deficiency may be incorporated into the employee's annual performance evaluation as a permanent record of the employee's personnel file. Any such non-disciplinary letters shall be removed from the employee's personnel file upon completion of the employee's performance evaluation.

Section 3. Strikes

Strikes, sit downs, slowdowns, questionable mass sick leaves, etc., shall not be sanctioned by the Union.

Section 4. General Information

The employer shall maintain a current list of employees, their classifications, starting date of employment, probationary hours worked, and fringe benefits accrued. Such information shall be available to union representatives.

Section 5. Bulletin Boards

The County shall furnish bulletin boards for union use.

Section 6. Bargaining Unit Work

No one outside of the bargaining unit shall perform work normally done by those employees within the bargaining unit, except in case of emergency or as otherwise provided in this section.

Patrol Sergeants shall be allowed to perform work normally done by those employees within the bargaining unit.

Section 7. Replacement/Fill In

In the event it is deemed necessary by the Sheriff to temporarily replace the Court Security Officer because of vacation, holiday, sick leave or comp time use, Article 6, Section 6, Bargaining Unit Work, will not apply.

If the replacement is filled through use of a Deputy Sheriff, the rate of pay shall be that Deputy Sheriff's current rate of pay. If the replacement is filled through use of a non-permanent County employee, the rate of pay shall be 75% of the starting rate of pay for a Deputy Sheriff.

Section 8. Safety

Safety Committees composed of representatives of the Union and supervisory personnel may meet regularly to review safety practices. It may draw up a safety code, which shall be subject to the approval of the Committee on Administration, which both parties to this agreement agree to enforce.

Section 9. Physical Examinations

If the Employer requires a physical examination, the Employer will be responsible for all expenses connected with such a physical examination. The physical will be performed by a physician of the Employer's choice.

Section 10. Termination

The County shall require the employee to give at least ten (10) business days' written notice of intent to terminate employment. Should the County not receive ten (10) business days' written notice, the employee will be considered to have not terminated in good standing and may not receive severance pay (accrued vacation and floating holiday benefits).

Section 11. Drug Testing

No random drug testing shall be performed on any employee unless mandated by state or federal law. During work hours, employees who are reasonably suspected of being under the influence of alcohol or illegal drugs may be tested, at the discretion of the County, by a certified medical facility.

The County shall make every effort to insure that any such drug testing is done in a discreet manner and that any positive test results remain confidential, except for any management personnel necessary to enact the procedure.

Such testing shall be split sampled and all positive tests shall be re-tested. The County shall bear the cost of all such testing and the employee shall be paid during such tests.

Any employee who tests twice positive on the split sample tests shall be encouraged to participate in the County Employee Assistance Program. Any discipline which follows from such test results shall be subject to discipline under Article 7, Section 2; except that, in any such decision to discipline, primary consideration shall be given towards treatment, rehabilitation and return to work.

All aspects of reasonable suspicion drug testing shall be subject to the contractual grievance procedure.

Section 12. Home Based Vehicles

The County shall provide home based vehicles for sworn members of the Sheriff's Department. Local 727B sworn members waive their right to the following contractual benefits upon issuance and receipt of those vehicles. However, language pertaining to these benefits shall remain in the collective bargaining agreement.

1. Article 21, Section 10, Lone Ranger Pay.
2. Article 6, Section 1(b), Call In Overtime.
3. Article 6, Section 2(a). Comp time may accumulate up to a total of twelve (12) days. All comp time left at the end of the year shall be converted and paid as straight time pay on the last December check. Comp time may be taken in any manner at any time, upon mutual agreement between the employee and their supervisors.

In addition to the above, it is also agreed that:

1. The Sheriff shall assign vehicles.
2. When an officer is called out for an emergency, the officer shall be considered "ON DUTY" from the time of the call and be paid in accordance with the provisions of the collective bargaining agreement, except that the two hour minimum is waived.
3. Upon mutual agreement between the officer and a supervisor, the officer may agree to be placed in an "ON CALL" status for the purpose of being the first officer called out in time of need. This agreement may be revoked by the officer and is without compensation. Management agrees that the use of "ON CALL" status will not be used to avoid paying overtime.
4. Deputies may elect, with the approval of the Sheriff or his designee, to leave their assigned vehicles at the Sheriff's Department on occasion. This does not entitle Deputies to the benefits waived in this agreement.
5. Newly hired employees may be restricted by the Sheriff from establishing residency in areas of the County occupied by other deputies.
6. Mutually agreed to work rules and policies regulating the use, care, call-out, maintenance and inspections of these vehicles and related equipment shall be worked out and agreed to by Management and the work unit, consistent with applicable provisions of the collective bargaining agreement.

Right of Reversion - If for any reason, except discipline, a vehicle is taken away or the County and the Union agree to end home basing of vehicles, that deputy(s) shall be entitled to reinstatement of all contractual benefits waived within this agreement.

Applicability - This section is equally applicable to all present and future sworn members of the department.

Enforcement - Conflicts arising out of this section which cannot be mutually resolved, shall be dealt with in the grievance procedures outlined in the collective bargaining agreement.

Court Security Officer - This position is not eligible for a take-home squad.

ARTICLE 8 - COMPENSATION

Section 1. Wages

Employees covered by this agreement shall be compensated as provided for in the wage schedules of this agreement.

Section 2. Worker's Compensation Supplement

Upon the receipt of actual written notice by the employee, the County shall pay the difference between the amount received from Worker's Compensation and the regular payroll of the employee, and this amount of money shall be deducted specifically from the employee's accumulated sick leave on the basis of the actual monetary amount. The employees may elect not to receive the Worker's Compensation supplement provided such decision shall be permanent for the duration of each claim.

All work time lost due to on-the-job injury shall be considered as time worked for the day.

Section 3. Car Expense

Employees required to use their personal automobile for job related travel shall be reimbursed at the designated IRS mileage rate. This includes employees who are required to use their personal automobile to answer overtime call in and to report for court duty outside of their regular hours of work who shall be reimbursed for all distance driven from their homes to the Judicial Center and back to their residences

Section 4. Job Descriptions/Equal Pay for Equal Work

The Employer will furnish job descriptions for each classification. The job descriptions shall include minimum qualifications for each position.

Employees' permanent classification and wages shall be equal to the work performed as established by the written job descriptions.

Section 5. Experience Credit for New Hires

The starting salary for a new employee shall be the minimum rate for the given range, except that applicants who have previous experience in a position similar to the one for which they are hired may be granted up to one (1) year of credit on the salary schedule for each year of outside experience. Regardless of experience credit, the starting rate of pay shall not be the maximum rate of pay on the salary schedule. The County shall provide experience credit verification upon Union request.

ARTICLE 9 - VACATION

Section 1. Accrual and Pay

Deputies:

As an earned benefit, vacation time is accrued as described below:

1. 3,596 hours of vacation per pay period during their first through third year of employment (11 days);
2. 3,923 hours of vacation per pay period during their fourth through fifth years of employment (12 days);
3. 5,558 hours of vacation per pay period during their sixth through ninth years of employment (17 days);
4. 5,885 hours of vacation per pay period during their tenth through thirteenth years of employment (18 days);
5. 7,519 hours of vacation per pay period during their fourteenth through nineteenth years of employment (23 days);

6. 8.173 hours of vacation per pay period during their twentieth year of employment (25 days);
7. 8.500 hours of vacation per pay period during their twenty-first year of employment (26 days);
8. 8.827 hours of vacation per pay period during their twenty-second year of employment (27 days);
9. 9.154 hours of vacation per pay period during their twenty-third year of employment (28 days);
10. 9.481 hours of vacation per pay period during their twenty-fourth and succeeding years of employment (29 days).

Court Security Officer:

As an earned benefit, vacation time is accrued as described below:

1. 3.38 hours of vacation per pay period during their first through third year of employment (11 days);
2. 3.70 hours of vacation per pay period during their fourth through fifth years of employment (12 days);
3. 5.23 hours of vacation per pay period during their sixth through ninth years of employment (17 days);
4. 5.54 hours of vacation per pay period during their tenth through thirteenth years of employment (18 days);
5. 7.08 hours of vacation per pay period during their fourteenth through nineteenth years of employment (23 days);
6. 7.70 hours of vacation per pay period during their twentieth year of employment (25 days);
7. 8.0 hours of vacation per pay period during their twenty-first year of employment (26 days);
8. 8.30 hours of vacation per pay period during their twenty-second year of employment (27 days);
9. 8.62 hours of vacation per pay period during their twenty-third year of employment (28 days);
10. 8.92 hours of vacation per pay period during their twenty-fourth and succeeding years of employment (29 days).

Vacation accruals will be pro-rated for employees on unpaid leaves of absence.

Employees shall have their accrued vacation and personal holiday balances as of 01/10/2015 combined and credited toward their vacation balance.

Section 2. Scheduling

To maintain efficient operations and harmony, requests for vacations should be made as far in advance as possible. Earned vacations may be taken at any time that will not jeopardize efficient County operation during the anniversary year following its accrual.

Employees shall request vacation dates from their department supervisor in writing at least 20 days prior to the vacation dates requested. Employees shall be allowed to take an aggregate of three (3) earned vacation days per year upon twenty-four (24) hour notice to their supervisor when the work load will allow it.

The department supervisor must let the employee know if the request for vacation is approved or denied at least fifteen (15) days following the date of request. The department supervisor may approve vacation on a shorter notice on a non-precedent case by case setting basis.

Scheduled and approved vacation shall not be canceled by exercise of greater seniority rights.

Vacations may be taken in one-quarter (1/4) hour increments. The granting of less than 1/2 day increment shall not disturb normal operations of the department or cause the need for overtime or substitutions.

Court Security Officer: Vacation shall be used in increments of up to one day or four or more days, unless approved by the Sheriff.

Section 3. Carry Over/Forfeiture

In no case shall vacation earned exceed two (2) times the maximum annual authorized vacation accrual.

Section 4. Termination Pay

Any employee who is entitled to a vacation at the time of terminating his/her services with the County shall be paid for his/her accrued vacation upon termination of employment in good standing.

ARTICLE 10 HOLIDAYS

Section 1. Paid Holidays/Floating Holidays

New Year's Day	(January 2, 2017; January 1, 2018)
Spring Holiday	(April 14, 2017; March 30, 2018)
Memorial Day	(May 29, 2017; May 28, 2018)
Independence Day	(July 4, 2017; July 4, 2018)
Labor Day	(September 4, 2017; September 3, 2018)
Thanksgiving Day	(November 23, 2017; November 22, 2018)
Day After Thanksgiving	(November 24, 2017; November 23, 2018)
Christmas Eve Day	(December 22, 2017; December 24, 2018)
Christmas Day	(December 25, 2017; December 25, 2018)

Floating holidays may be taken in one-quarter (1/4) hour increments. Granting of floating holidays in less than one-half day increments shall not disrupt normal operations of a department or cause a need for overtime or substitutions.

Employees entitled to floating holidays shall receive them on January 1st of each year.

Section 2. Rate of Pay

The rate of pay for each holiday shall be the employee's classified rate of pay.

Section 3. Work on a Holiday

Employees required to work on a holiday shall receive time and one-half hours pay for all hours worked in addition to holiday pay.

Employees scheduled to work on holidays as part of their standard work week shall receive only their normal regular pay for all hours worked.

Section 4. Eligibility

To be eligible for holiday pay, employees shall have worked their last scheduled work day prior to and their first scheduled work day following a holiday. All compensated time off shall be considered as time worked.

Section 5. Weekend Holidays

When a holiday falls on a Saturday, it will be observed on the preceding regular work day. When a holiday falls on a Sunday, it will be observed on the next regular work day.

Section 6. Floating Holidays

In lieu of the designated holidays listed in Article 9 of this agreement, employees, except the Court Security Officer, shall receive an equal number of floating holidays. Floating holidays shall be requested as far in advance as possible and the dates requested shall not be unreasonably denied.

New probationary employees shall receive prorated floating holidays based on the number of holidays falling in the time period from their date of hire to year-end. New probationary employees hired in the fourth quarter of the calendar year will be allowed to carry over those holidays into the next calendar year.

Any new probationary employee who is entitled to floating holidays at the time of terminating his/her services with the County shall be paid for the number of unused floating holidays falling in the time period from their date of hire to their termination date.

ARTICLE 11 – SICK LEAVE

Section 1. Accrual and Accumulation

It is agreed that preventative health care is a basic foundation to good on the job attendance and that good health is a major positive factor to maintain and improve morale and productivity in the work place.

Employees may accumulate up to ninety-seven (97) days of sick leave earned at the rate of 3.92 hours/pay period for deputies and 3.7 hours/pay period for the Court Security Officer. Sick leave accruals will be prorated for employee on unpaid leaves of absence.

Section 2. Usage

Employees shall be allowed to use sick leave as needed for their illness or injury. In order to qualify for sick leave, an employee must report that he/she is sick no later than one (1) hour before the earliest time for which he/she is scheduled to work, except in case of an emergency, in which case the employee should notify the respective office as soon as possible.

Sick leave may be used in the event of personal illness of the employee's spouse and children. Children shall include adult children and step-children.

Sick leave may also be used for routine physical examinations; eye examinations; and for dental care of an emergency nature, including corrective procedures, but excluding check-ups, orthodontia and hygiene visits. This form of usage of sick leave is only authorized when such professional services cannot be scheduled outside of the hours of work.

Section 3. Supplement

Any employee who has exhausted his/her sick leave and requires additional sick leave may:

- a) Take an unpaid leave of absence.
- b) Use any part of vacation time.

Section 4. Donation of Accumulated Leave

Employees shall be allowed to donate up to forty (40) hours of their accumulated leave time, except sick leave, per calendar year to other Dunn County employees who are unable to work due to an event for which sick leave use would be allowed and have less than 24 hours of accumulated paid leave. Donated leave time shall be computed at the hourly rate of the person making the donation (donor), converted to the base hourly rate of the recipient (donee). Once a donation has been made, it cannot be withdrawn.

Section 5. Other Post Employment benefits (OPEB)

The County shall establish an Other Post Employment Benefit (OPEB) for employees. The maximum payout into an OPEB account is 97 days. For the purposes of this section, one day equals the number of hours an employee is scheduled to work per day (i.e. 8, 8.5).

By the payroll that includes August 1 of each year, employees with a sick leave balance in excess of 24 days shall have one-half (1/2) of their earned unused sick leave during the preceding year deposited into their OPEB account. Unused accumulated sick leave shall be computed based on an annual record of sick leave earned and used beginning after the first full pay period including June 1 and ending with the pay period that includes May 31 of the following year. The value deposited into their OPEB account is determined by multiplying one-half (1/2) of their unused sick leave hours accumulated in the preceding year by the base hourly rate of pay at the time of conversion. The employee's sick leave balance will be reduced by the number of hours converted into their OPEB account.

Upon termination in good standing, employees shall have their remaining eligible sick leave placed into their OPEB account. The value deposited into their OPEB account is determined by multiplying the number of hours of sick leave by the base hourly rate of pay at the time of conversion.

Upon the death of an active employee, one-half (1/2) of the sick leave balance will be paid out so long as the combination of the payout and OPEB balance does not exceed 97 days.

Section 6. Certification of Illness

Employees on sick leave for more than two (2) consecutive days may be required to submit a physician's statement of illness. Employees may be required to submit a physician's statement of illness after one (1) day if that day is immediately before or after a holiday. The employer shall pay for the cost of obtaining a physician's statement of illness.

ARTICLE 12 – COMMISERATION LEAVE

Section 1. Close Family

Full time employees shall be granted commiseration leave of five (5) days with pay in the event of a death of a

- mother
- father
- current lawful spouse
- child
- step-child
- step-parent

Section 2. Immediate Family

Full time employees shall be granted commiseration leave of three (3) days with pay in the event of a death of a:

- sister
- brother
- mother-in-law
- father-in-law
- son-in-law
- daughter-in-law
- grandparents or grandchild
- step relation of the same degree
- any relative who is a member of the employee's immediate household

Section 3. Near Relatives

Full time employees shall be granted commiseration leave of one (1) day with pay in the event of a death of a:

- brother-in-law
- sister-in-law
- uncle
- aunt
- niece or nephew
- step relation of the same degree

Section 4. Other In-Laws

Employees shall be allowed to use, at the employee's option, one paid vacation day or one unpaid day in the event of the death of the employee's spouse's:

- Aunt
- Uncle
- Grandparent

Employees shall be allowed to use, at the employee's option, one paid vacation day, one paid sick leave day, or one unpaid day in the event of the death of the employee's spouse's:

- Niece
- Nephew

ARTICLE 13 – JURY LEAVE

Employees required to report for jury duty shall have their regular wages continued by the Employer on the following basis:

1. Employees selected to serve on a jury panel shall receive the full day's pay. If a second or third shift employee is selected to serve on a jury panel, the employee shall not be required to work their next scheduled shift, if such shift begins on the same calendar day.
2. First shift employees shall not be required to report for work before jury selection.
3. Should an employee not be selected to serve on a jury panel, the employee shall report back to work within two hours of dismissal by the Court. However, employees who physically work at the Courthouse or Department of Human Services shall report back to work within 30 minutes of dismissal by the Court.
4. Employees shall return any pay received for such jury duty to the Employer, except for mileage and any jury duty pay earned on the employee's day off.

ARTICLE 14 – LEAVE OF ABSENCE

Section 1. Application and Approval Procedure

Applications for leaves of absences shall be made by the employee to his/her supervisor. Requests for leaves of less than three consecutive days off may be approved by the department head. The supervisor and department head will review the request and present it to the County Manager with his/her recommendation. The Union and the employee shall be notified by the County Manager regarding the granting or denial of such leave.

All leaves of absence under this article shall be without pay.

Section 2 Seniority

Seniority shall not accrue during leaves of absence for personal reasons if the leave is for more than fourteen (14) calendar days. Seniority shall continue to accrue during leaves of absence for personal illness, injury due to accident, union leave, and military leave.

Section 3. Illness and Injury Leave

A period of not more than two (2) years shall be granted as leave of absence due to personal illness or for disability due to accident, 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 Union and the department.

Section 4. Military Leave

Employees on active duty in the U.S. Armed Forces shall receive a leave of absence and shall be entitled to return to their former job with no loss of seniority or benefits, providing said employee returns to work within ninety (90) days after release from active duty. Seniority shall accrue while on such leave.

Section 5. Union Leave

The County agrees to grant twenty (20) days off per year to employee representatives as designated by the Union, provided the County is advised ten (10) work days in advance of said leave. An aggregate of six (6) months per year will also be granted to employee representatives as designated by the Union provided the County is advised ten (10) work days in advance of said leave.

Section 6. Educational Leave

Employees shall be granted leave of absence of up to one (1) year to attain promotional qualifications in County service.

Section 7. Appointment/Election to County Office

Upon written request, the employer shall grant any Union employee a leave of absence without loss of seniority when elected or appointed to any Dunn County elected official office. The employer shall grant any union employee a leave of absence without loss of seniority when temporarily appointed to a County administrative non-represented position. Such leaves will cover the balance of one term of office or appointment. An employee may return to the job he/she previously held upon completion of the first term of office. Should the original job have been discontinued, they shall receive one of like status and pay, provided their seniority and qualifications permit.

Section 8. Family Leave Laws

The County shall comply with all federal and state family leave laws.

Section 9. Personal Leave

Any employee who has exhausted his/her paid leave for which he/she is eligible for and requires additional time off may request an unpaid personal leave of absence.

ARTICLE 15 – RETIREMENT PROGRAM

For employees hired prior to July 1, 2011, the Employer shall contribute to the Wisconsin Retirement Fund in accordance with Wisconsin State Statutes and shall, in addition, pay 100% of the employee's share on their behalf. Employees hired on or after July 1, 2011, will contribute the full employee's share to the Wisconsin Retirement System (WRS) Pension Plan, which is defined as the WRS rate as actuarially determined by the WRS for general employees. (Example: The full employee's share for 2017 is 6.8%)

ARTICLE 16 – HEALTH INSURANCE

Section 1. Employer Premium Contribution

Effective January 1, 2017, the County will pay ninety percent (90%) of the premiums for the standard or traditional health plan and one-hundred percent of premiums for the Health Savings Account (HSA) eligible plan. Effective January 1, 2018, the County will pay the same premium contribution percentage for employees in this bargaining unit as it does for non-union employees for the standard or traditional health plan and one-hundred percent (100%) of premiums for the Health Savings Account (HSA) eligible plan.

If the Spouse/Dependent of an employee has the opportunity to enroll in "affordable" health insurance, as defined by the Affordable Care Act, through their own employer(s) plan [in 2017, "affordable" health insurance is insurance that is available at less than nine point six nine percent (9.69%) of their income] and chooses not to participate in their own employer's plan, the County will only pay 50% of the premiums for family plan coverage.

Section 2. Continued Protection

- a) Employees laid off will have their protection continued for the balance of the month for which premium has been paid and may be eligible to continue protection up to eighteen (18) months therefrom upon payment of total monthly premiums to the Employer on or before the due date pursuant to COBRA.
- b) Discharged employees will have their protection cease on the last day of the month for which premium was paid. Except for cases of gross misconduct, discharged employees may be eligible to continue protection up to eighteen (18) months upon payment of total monthly premiums pursuant to COBRA.
- c) Employees drawing workers' compensation insurance payments shall have their premiums paid by the Employer according to Sections 1 and 2 above.
- d) Employees on sick leave shall have their premiums paid by the employer according to Section 1 above.
- e) Employees who terminate or retire shall be allowed to continue group coverage as provided by paying the full cost of the premium pursuant to COBRA.
- f) Military Leave. All employees on an approved military leave of absence shall be allowed to continue health insurance coverage by paying the full monthly premium payment in advance. For an employee on a military leave of less than 31 days, the employee shall pay the employee's contribution only to continue coverage.

Section 3. Right to Cash Equivalent

If all bargaining unit employees choose to discontinue the group insurance program, an amount equal to the Employer's share of the current monthly premium shall be paid to participating employees in cash.

Section 4. Right to Insurance

All full-time employees may choose to participate in the health insurance program.

ARTICLE 17 – SECTION 125 FLEXIBLE SPENDING

The County will offer a Section 125 plan.

ARTICLE 18 – DENTAL INSURANCE

The County agrees to pay up to \$50.00 per month per employee toward the composite dental family or single plan premium.

At their option, employees may elect to participate in the alternate free-standing dental insurance program by paying the difference through payroll deductions.

ARTICLE 19 – LIFE INSURANCE

Employees shall be covered by the State of Wisconsin Life Insurance Program. The County agrees to pay the full premium of the employee's base insurance coverage. Employees shall be eligible to purchase additional individual, spouse and dependent coverage from the State of Wisconsin through payroll deduction.

ARTICLE 20 – LONG TERM DISABILITY INSURANCE

With this contract, employees shall have the option of being covered by the State of Wisconsin Long Term Disability Insurance program as described in "Wisconsin Public Employers' Income Continuation Insurance," booklet number ET-2129.

The County will pay the monthly premium rate and the sixty (60) day waiting period premium if the employee has in their sick leave balance and maintains the 60 day sick leave balance. The cut-off for determining annual employee premium will be the last day of the pay period which includes November 30th.

The County shall pay the employers' minimum contribution for all part time employee premiums, as described in booklet number ET-2129.

ARTICLE 21 – CLASSIFICATION AND PAY PLAN

Section 1. Classified Rates

All employees shall be paid their classified rate of pay at all times except when working in a higher classification for which they shall receive the higher rate of pay.

Section 2. Severance Pay

Severance pay shall include pay for time worked plus payment for any accrued fringe benefits.

Severance pay shall be made within one (1) month following the employee's last regular wage payment.

Section 3. Pay Calculation

Employee pay shall be calculated as follows: Hourly rate times the number of hours worked in each pay period.

Section 4. Schedule of Wages

The 2016 wage schedule for deputies shall be modified by deleting the start rate, changing the 6-month rate to the new start rate and creating a new 6-month rate of \$21.00. Thereafter, effective with the payroll including January 1, 2017, January 1, 2018 and July 1, 2018, respectively, the wage rates and classification steps shall be increased as follows:

- 2.0% increase effective 01/01/2017
- 1.0% increase effective 01/01/2018
- 1.0% increase effective 07/01/2018

Employees will take their wage increase as a percentage applied to each position, across the board.

Section 5. In Charge Pay

Whenever a department head designates a bargaining unit employee "in charge" because of the absence of supervisory personnel for a minimum of a full workday, the designated employee shall receive 50¢/hour premium. This provision is superseded by specific appendix language. Team leader positions are exempt from in charge pay.

Section 6. Paycheck Error

If an employee receives less pay due to a County error, the County shall provide a separate check to the employee for the loss within three (3) business days of the issuance of the check, providing that the payroll center is notified by 2:00 p.m. on the day the check is issued.

Section 7. Direct Deposit

Direct deposit of wages and employee reimbursements will be mandatory for all employees.

Section 8. Equipment Allowance

- A. Deputies. The County shall furnish uniforms and equipment. Employees shall be allowed, and reimbursed for, up to \$200 annually for the purchase of department approved uniforms and equipment. The County shall also replace prescriptive eyewear and watches damaged in the line of duty. The maximum the County will pay to replace a damaged watch is \$30. Any such damages must be reported immediately to the supervisor.
- B. Investigators. Newly assigned Investigators will be allowed an annual clothing and shoe allowance of \$550 in their first year of assignment and \$350 for each succeeding year.
- C. Court Security Officer. The County shall furnish uniforms and equipment including one pair of shoes per year. Employees shall be allowed, and reimbursed for, up to \$200 for the purchase of each pair of shoes. The County shall also replace prescriptive eyewear and watches damaged in the line of duty. The maximum the County will pay to replace a damaged watch is \$30. Any such damages must be reported immediately to the supervisor.

Section 9. Shift Differential

Employees scheduled to work shifts between 10:30 p.m. and 7:00 a.m. shall receive a shift differential premium of forty cents (.40) per each hour worked during this shift.

Section 10. Lone Ranger Pay

When a deputy is scheduled to work alone, i.e. without other deputies, the Sheriff, or other supervisors, he/she shall receive twenty-five cents (.25) for each hour worked on his/her shift. This provision does not apply to sworn officers with home based vehicles. (See Article 7, Section 12).

Section 11. Safety

The County shall furnish all law enforcement equipment, materials and safety devices mandated by the Sheriff and approved by the Judiciary & Law Committee. The County shall contribute up to one thousand dollars (\$1,000) per employee towards the purchase of body armor of the employee's choice and shall fund the difference between one thousand dollars (\$1,000) and the purchase price. Such funding shall be reimbursed by the employee in the form of check deductions of not less than \$20 per pay period. The County will contribute up to one thousand dollars (\$1,000) per employee for the replacement of body armor at the reasonable discretion of the Sheriff (approximately a five year cycle or when damaged).

Employees shall take their body armor with them when they leave their employment with the County, however:

- A. Employees who leave employment within one (1) year of the purchase of new body armor will be required to reimburse the County for 75% of the County's contribution and any remaining balance the employee has on the employee's portion of the cost.
- B. Employees who leave employment within the second year after the purchase of new body armor will be required to reimburse the County for 50% of the County's cost and any remaining balance the employee has on the employee's portion of the cost.
- C. Any portion of the County's contribution that is funded by a grant does not have to be reimbursed by the Employee. The Employee shall only be required to reimburse the County 75%, or 50% respectively, of the County's cost that exceeds the grant, plus any remaining balance the employee has on the employee's portion of the cost.

Section 12. Travel Expenses

The County shall pay for all meals and lodging when employees are required to travel outside of Dunn County. All vouchers for expense reimbursement must be submitted within 30 days by the employee.

Section 13. Personal Equipment

As a result of a work related vehicle crash or fire, the County will reimburse employees for department approved clothing and equipment that are damaged up to \$100.

ARTICLE 22 - DURATION AND EXECUTION

Section 1. Negotiations

This agreement concludes all collective bargaining during the term of this agreement except as otherwise provided.

The County and the Union may, by a signed mutual agreement, at any time, negotiate additions, deletions, or changes to this agreement. If either party discovers an error, ambiguity or omission resulting from integrating the appendices into the main contract, the parties agree to meet in good faith to resolve the issue.

Negotiations on a new agreement shall be started not later than July 1, 2018, and the agreement shall be effective January 1, 2019.

Section 2. Minimum Standards

In the event that the "Fair Labor Standards Act" is amended affecting hours and overtime regulations, the parties may enter into negotiations to resolve any issues resulting therefrom.

Section 3. Duration

This agreement shall be binding and in full force and effect from January 1, 2017, through December 31, 2018.

Section 4. Validity

Should any provision of this agreement be found to be in violation of any federal or state laws by a court of competent jurisdiction, said provision shall be immediately re-negotiated and all other provisions of this agreement shall remain in full force and effect during the duration of this agreement.

Section 5. Rights Limited

Rights claimed in this agreement shall be consistent with those rights and responsibilities conferred upon the Employer and the Union by applicable state and/or federal laws. Nothing contained in this agreement shall be interpreted as granting to either party authority to unilaterally establish any matter which is subject to collective bargaining pursuant to law.

Section 6. Transition of Bargaining Representative

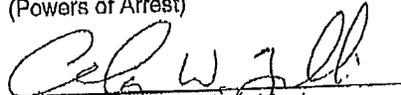
The Agreement entered into by and between the County of Dunn and the Dunn County Law Enforcement Employees Bargaining Unit was negotiated by AFSCME, AFL-CIO. The Wisconsin Professional Police Association, Law Enforcement Employee Relations Division (hereinafter the "Association") and AFSCME, AFL-CIO are in agreement that representation will change on June 30, 2017 and the contract will be administered by the Association.

Witness our hands and seals this 17th day of July, 2017, in Dunn County, State of Wisconsin.

FOR DUNN COUNTY


Paul R. Miller, County Manager

FOR DUNN COUNTY
DUNN COUNTY LAW ENFORCEMENT
EMPLOYEES, LOCAL 727-B, UNIT NO.1,
(Powers of Arrest)


Adam W. Zukowski, President


Mark Cebulski, AFSCME, AFL-CIO


Gary Anderson,
Wisconsin Professional Police Association,
Law Enforcement Relations Division

SIDE LETTER OF AGREEMENT
between
DUNN COUNTY
and
DUNN COUNTY LAW ENFORCEMENT OFFICERS
LOCAL 727-B, UNIT 1 (POWER OF ARREST)
WISCONSIN COUNCIL OF COUNTY AND MUNICIPAL EMPLOYEES
AFSCME, AFL-CIO

This Letter of Agreement is made and entered into by and between the County of Dunn (hereinafter referred to as the "Employer") and the Dunn County Law Enforcement Officers, Local 727-B, Unit 1 (Power of Arrest), Wisconsin Council of County and Municipal Employees, AFSCME, AFL-CIO (hereinafter referred to as the "Union").

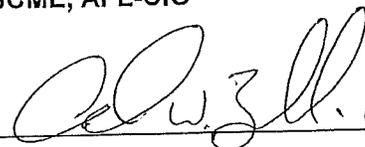
1. In 2014, the parties agreed to implement 12-hour shifts beginning January 11, 2015 for a one-year trial period for Patrol Deputies. Thereafter, the parties agreed to extend the trial period through January 9, 2016, and again through January 7, 2017. The parties have agreed to extend the use of 12-hour shifts as set forth below.
2. The 12-hour shift schedule shall be based on: 3/on-2/off; 2/on-3/off; 2/on-2/off.
 - A. Under this schedule, deputies would normally work 84 hours in every two-week pay period.
 - B. Day shifts shall be from 5:00 a.m. to 5:00 p.m.; night shifts shall be from 5:00 p.m. to 5:00 a.m. Additional shifts shall be:
 - 8:00 a.m. to 8:00 p.m.
 - 12:00 noon to midnight
 - 4:00 p.m. to 4:00 a.m.At the Sheriff's discretion, with 10 days' notice or to cover unexpected absences, the starting and ending times of each of the additional shifts set forth above may be adjusted by up to three (3) hours.
 - C. Deputies shall be compensated per pay period for hours worked in that pay period.
3. Any provision in the collective bargaining agreement referencing "days" shall be converted to an eight and one-half (8.5) hour equivalent, with the exception of holidays. (For example, five (5) days of commiseration leave shall be converted to 42.5 hours of commiseration leave.) Deputies assigned to patrol shall receive a total of eighty-four (84) hours of floating holidays a year.
4. No compensatory time may be earned while working patrol. Any accrued comp time shall be paid out upon assignment to patrol.

- A. Court Appearances. Law enforcement work related court appearances scheduled outside of the regular hours of work shall be compensated by time and one half pay.
 - B. Training. Upon mutual agreement, an employee may be assigned to an alternative work schedule, with the same number of hours as their regular work schedule, to attend training at the employee's regular rate of pay. Overtime shall only be paid if the hours necessary to attend the training exceed the number of hours for the standard work schedule of the alternative work schedule assigned.
5. This Agreement shall be non-precedential for any and all purposes.
 6. This agreement shall expire at the end of the pay period that includes December 31, 2018 or upon 60 days prior written notice by either party. Any agreement to further extend the trial period must be in writing and executed by both parties.
 7. This agreement will be binding and effective as of the date of its execution by the parties.

DUNN COUNTY

DUNN COUNTY LAW ENFORCEMENT
 EMPLOYEES, LOCAL 727-B, UNIT NO.
 1, AFSCME, AFL-CIO

By: 
 Paul R. Miller Date

By:  06/28/18
 Date

Deputy Wage Schedule 01/01/17-12/31/18

Effective Date	STARTING	6 MON	12 MON	18 MON	24 MON	30 MON	36 MON
01/1/2017 - 2.0%	20.91	21.42	22.11	23.29	24.48	25.64	26.84
01/1/2018 - 1.0%	21.12	21.63	22.33	23.52	24.72	25.90	27.11
07/01/2018 - 1.0%	21.33	21.85	22.55	23.76	24.97	26.16	27.38

Court Security Officer Wage Schedule 01/01/17-12/31/18

Effective Date		STARTING	6 MON	12 MON	18 MON	24 MON
01/1/2017 - 2.0%	Hourly	16.65	18.13	19.22	21.02	22.78
01/1/2018 - 1.0%	Hourly	16.82	18.31	19.41	21.23	23.01
07/01/2018 - 1.0%	Hourly	16.99	18.49	19.60	21.44	23.24

Document prepared by:
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715-839-7786

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