

A G R E E M E N T

Between

DANE COUNTY, WISCONSIN

And The

DANE COUNTY
DEPUTY SHERIFFS' ASSOCIATION

Affiliated With

WISCONSIN PROFESSIONAL
POLICE ASSOCIATION
LAW ENFORCEMENT
EMPLOYEE RELATIONS DIVISION

EFFECTIVE

DECEMBER 16, 2012 THROUGH DECEMBER 13, 2014

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THIS AGREEMENT, made and entered into at the City of Madison, Wisconsin, by and between the County of Dane, a municipal corporation, as municipal employer, and representatives of certain employees who are employed by the County of Dane in the Sheriff's Department.

ARTICLE I - INTENT AND PURPOSE

1.01. It is intended that the following Agreement shall be an implementation of the provisions of 111.70 of the Wisconsin Statutes, consistent with that legislative authority which devolves upon the County of Dane, the statutes and, insofar as applicable, the rules and regulations relating to or promulgated by the Dane County Civil Service Ordinance. The Dane County Civil Service Ordinance shall govern the conditions of employment wherever this contract is fully silent.

1.02 Both of the parties to this Agreement are desirous of reaching an amicable understanding with respect to the employer-employee relationship which exists between them and to enter into an Agreement covering rates of pay, hours of work, and conditions of employment.

1.03 In accordance with 111.70 Wisconsin State Statutes, Dane County Civil Service Ordinance and other appropriate public law, the Employer and the Law Enforcement Employee Relations Division of the Wisconsin Professional Police Association agree that their respective policies will not violate the rights or discriminate against any employees covered by this Agreement because of sex, creed, race, age, national origin, Union or non-Union affiliation or in the application or interpretation of the provisions of this Agreement. As a further pledge of the Employer's and Union's non-discrimination policy; complaints or allegations of discrimination will be referred to the appropriate resolution channels as established by law and shall not be covered by this contract's grievance procedure.

ARTICLE II - RECOGNITION

2.01 The municipal employer recognizes the Law Enforcement Employee Relations Division of the Wisconsin Professional Police Association as the exclusive bargaining representative of all regular full-time deputy sheriffs in the Sheriff's Department excluding the Captains, Sergeants, Lieutenants, and Chief Deputy, who have chosen the Union to represent them for the purposes of negotiation in relation to wages, hours and conditions of employment.

ARTICLE III - MANAGEMENT RIGHTS

3.01 The Law Enforcement Employee Relations Division of the Wisconsin Professional Police Association for and on behalf of the Dane County Deputy Sheriffs Association recognizes the prerogatives of the County to operate and manage its affairs in all respects in accordance with its responsibility and powers of authority which the County has not officially abridged, delegated, or modified by this Agreement and such powers or

authority are retained by the County. These management rights include, but are not limited to the following: the rights to plan, direct and control the operation of the work force, determine the size and composition of the work force, to hire, to lay off, to discipline or discharge for just cause, to establish and enforce reasonable rules of conduct, to introduce new or improved methods of operation, to determine and uniformly enforce minimum standards of performance, all of which shall be in compliance with and subject to the provisions of this Agreement.

ARTICLE IV - FAIR SHARE AGREEMENT/DUES DEDUCTION

4.01 Fair Share.

(a) The Association will represent all of the employees in the bargaining unit, members and non-members, fairly and equally and therefore, all employees in the bargaining unit shall be required to pay, as provided in this Article, their fair share of the costs of representation by the Association. No employee shall be required to join the Association, but membership in the Association shall be available to all employees who apply, consistent with the Association's constitution and bylaws.

(b) The Employer shall deduct in equal installments from the monthly earnings of all employees in the collective bargaining unit, except exempt employees, their fair share of the cost of representation by the Association, as provided in 111.70(1)(f), Wis. Stats., and as certified to the Employer by the Association. The Employer shall pay said amount to the Association on or before the end of the month in which such deduction was made.

1. For purposes of this Article, exempt employees are those employees who are members of the Association and whose dues are deducted and remitted to the Association by the Employer pursuant to 4.02 (Dues Deduction).

2. The Association shall notify the Employer of the amount certified by the Association to be the fair share of the cost of representation by the Association and the date for the commencement of fair share deductions at least thirty (30) days prior to any required fair share deduction.

(c) The Association agrees to abide by the decisions of the Wisconsin Employment Relations Commission and/or courts of competent jurisdiction regarding fair share. The Association agrees to inform the Employer of any change in the amount of such fair share costs at least thirty (30) days prior to the effective date of the change.

(d) The Association shall provide employees who are not members of the Association with an internal mechanism within the Association which is consistent with the requirements of state and federal law and which will allow those employees to challenge the fair share amount certified by the Association as the cost of representation and to receive, where appropriate, a rebate of any monies to which they are entitled.

(e) The Association does hereby indemnify and shall save the employer harmless against any and all claims, demands, suits or other forms of liability, including court costs, that shall arise out of or by reason of action taken or not taken by the Employer, which employer action or non-action is in compliance with the provisions of this Article, and in reliance on any lists or certificates which have been furnished to the Employer pursuant to this Article.

4.02 Dues Deduction. The County shall deduct from the monthly earnings of an employee and upon prior written authorization of said employee, the amount of monthly dues certified by the Association. The County shall forward any amounts so deducted to the Association on or before the end of the month in which such deduction is made. The indemnification provisions of 4.01(E) shall also apply to dues deduction.

ARTICLE V - SENIORITY, REDUCTION IN FORCE & REEMPLOYMENT

5.01 Seniority Definition. Each employee shall accumulate or lose seniority as follows:

(a) While on probation, employees shall not acquire seniority. Upon completion of probation, employees shall receive seniority credits retroactive to the date of employment.

(b) Seniority shall be measured by the number of longevity credits as defined in Article VII, 7.07. Seniority shall be determined within rank and by date of promotion within such rank.

(c) Seniority shall be terminated and lost when:

- 1) an employee resigns, retires or is discharged for just cause;
- 2) the employee fails to respond to a recall from lay off in accordance with Article V, 5.02.

(d) Choice of work shifts as openings occur and vacation shall be by seniority.

5.02 Layoff and Reemployment. The employer shall have the right to layoff by classification. In the event of a layoff, employees shall be laid off by classification in inverse order of bargaining unit seniority.

An employee initially selected for layoff shall be permitted to displace the least senior employee in the bargaining unit in an equal or lower paying classification (does not apply to D. A. Investigators). Employees displaced pursuant to this procedure shall be allowed the same displacement right, if they have sufficient bargaining unit seniority. The Employer shall maintain a reemployment list of all employees who lose their jobs due to a reduction in force.

Such lists shall be in the order of the employee's seniority at the time of the reduction in force with the most senior being number one on the list. Such lists shall also show the

classification(s) for which employees are qualified by their department. Employees on the reemployment list shall maintain reemployment rights and promotional appointment rights for two years from the date they lost their jobs. Employees shall be recalled from the reemployment list in accordance with their seniority to the jobs for which they are qualified. Notice of reemployment shall be sent by the Employer by certified mail to the employee's last known address and the employee shall be required to respond within seven (7) days from the date of notification. Employees who do not respond to such reemployment notices, shall be dropped from the reemployment list and all rights shall be lost.

ARTICLE VI - GRIEVANCE PROCEDURE

6.01 Grievance. A grievance is defined to be a controversy between the Union and the Employer, or between any Employee or Employees and the Employer as to:

(a) A matter involving the interpretation of this Agreement,

(b) Any matter involving an alleged violation of this Agreement in which an Employee or group of employees or the Employer maintains that any of their rights or privileges have been impaired in violation of this Agreement.

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

Step 1. The Employee and/or the Committee Chairman shall take the grievance up orally with the Employee's immediate supervisor within ten (10) days of their knowledge of the occurrence of the event causing the grievance, which shall not be more than 14 days after the event. The supervisor shall attempt to make a mutually satisfactory adjustment and, in any event, shall be required to give an answer within ten (10) days.

Step 2. The grievance shall be considered settled in Step 1 unless, within ten (10) days after the supervisor's answer is due, the grievance is reduced to writing and presented to the department head. The department head shall respond to the grievance in writing within ten (10) days.

Step 3. The grievance shall be considered settled in Step 2, unless within ten (10) days from the date of the department head's written answer or last date due, the grievance is presented in writing to the County Executive or designee. The County Executive or designee shall upon request meet with the grievant and/or the grievant's representative(s) within ten (10) days of receipt of the grievance and shall respond in writing to the Committee Chairman, grievance committee or employee representative within ten (10) days of the meeting or if no meeting is requested within ten (10) days of receipt of the grievance.

Step 4. If an employee grievance is not settled at the third step, either party may take the matter to arbitration as hereinafter provided.

6.03 Arbitration.

(a) The grievance shall be considered settled in Step 3 above unless within ten (10) days after the last response is received or due, the dissatisfied party (either party) shall request in writing to the other that the dispute be submitted to an impartial Umpire.

(b) The impartial Umpire or Arbitrator shall, if possible, be mutually agreed upon by the parties. If agreement on the Arbitrator is not reached within ten (10) days after the date of the notice requesting arbitration or if the parties do not agree upon method of selecting an Arbitrator, then the Wisconsin Employment Relations Commission shall be requested to submit a panel of five (5) Arbitrators. The parties shall alternately strike names until one remains and the party requesting arbitration shall be the first to strike a name. Each party shall pay one-half of the cost of the Arbitrator.

(c) The impartial Arbitrator shall have the authority to determine issues concerning the interpretation and application of all Articles or Sections of this Agreement. He shall have no authority to change any part; however, he may make recommendations for changes when in his opinion such changes would add clarity or brevity which might avoid future disagreements.

(d) With the exception of matters covered in Article VI, 6.05, the written decision of the Arbitrator, in conformity with his jurisdiction, shall be final and binding upon both parties, but shall not constitute a binding precedent in connection with future negotiations.

6.04 General Grievances. Grievances involving the general interpretation, application or compliance with this agreement may be initiated with the third step of the procedure.

6.05 Discipline, Suspension, Discharge. Employees shall not be disciplined, suspended, or discharged without just cause. Written notice of the suspension, discipline or discharge and the reason or reasons for the action shall be given to the Employee with a copy to the Association within twenty-four (24) hours. Employees may choose to challenge discipline (excluding reprimands) pursuant to the Civil Service Ordinance of Dane County or pursuant to binding arbitration under Article VI of the labor contract. The decision of an arbitrator shall be final and binding on the parties. This choice must be exercised in writing within ten (10) business days of receipt of notice of discipline. (Business days exclude weekends and holidays). Employees who choose arbitration must sign a statement waiving the continuation of pay provisions of Chapter 59, Wis. Stats. and shall file a grievance within the aforementioned ten (10) day period or said grievance shall be waived.

The grievance may be started at Step 2 or Step 3. If the parties agree, or the Arbitrator finds that such discipline, suspension or discharge was improper, such disposition of the matter may be made as appears proper to the Arbitrator or mutually agreed upon by both parties.

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

ARTICLE VII - CLASSIFICATION AND COMPENSATION

7.01 WPPA DEPUTY SHERIFFS' ASSOCIATION SALARY SCHEDULE
For Positions Coded with "L" in the Salary Schedule

Classification Title	Range	Step	Effective 12/16/12	Effective 6/2/13	Effective 12/14/13
Deputy Sheriff I- II	15	1	22.58	23.03	23.87
		2	23.44	23.91	24.78
		3	24.04	24.52	25.41
		4	24.77	25.27	26.19
		5	25.36	25.87	26.81
		6	26.15	26.67	27.64
		7	26.87	27.41	28.41
		8**	27.88	28.44	29.48
		9***	28.95	29.53	30.61
Deputy Sheriff III	16	1	24.96	25.46	26.39
		2	25.61	26.12	27.07
		3	26.29	26.82	27.80
		4	26.97	27.51	28.51
		5	27.73	28.28	29.31
		6**	28.76	29.34	30.41
		7***	29.88	30.48	31.59
Deputy Sheriff IV D.A. Investigator	17	1	25.79	26.31	27.27
		2	26.43	26.96	27.94
		3	27.11	27.65	28.66
		4	27.88	28.44	29.48
		5	28.68	29.25	30.32
		6**	29.76	30.36	31.47
		7***	30.90	31.52	32.67

** Range 15, Step 8, and Range 16 & 17, Step 6 reached after earning 169 longevity credits.

*** Range 15, Step 9, and Range 16 & 17, Step 7, reached after earning 260 longevity credits.

7.02 The basic scheduled workday shall consist of eight (8) hours and the basic scheduled workweek of forty (40) hours except that the Employer may, for those employees assigned to MATE (Marine and Trail Enforcement) or Airport may assign a workweek which consists of four (4) consecutive ten-hour days. No other change in the length of the existing work-day or workweek is intended. However, the average annual workweek for Sheriff's employees shall be 37.5 hours as set forth in 7.03 below. Employees shall first be given the opportunity to work the ten-hour day schedule on a voluntary basis. In the event that less employees request said schedule on a voluntary basis than are deemed necessary by Employer, employees shall be assigned to this schedule in the reverse order of seniority. Employees, who work in excess of their scheduled workday or workweek, shall be compensated for such excess as defined in 14.01 of this Agreement.

Deputies assigned to the duties of Community Deputy may work flexible work hours but will be consecutive eight-hour shifts in accordance with the collective bargaining agreement. Daily starting and ending times will be coordinated with, and approved by, the precinct commander. These adjustments are necessary to allow each community deputy the flexibility to meet with people who are not available during daytime hours and to attend various meetings. Community deputies will work primarily Monday through Friday, with appropriate time off to accommodate the 37.5-hour workweek. Each community deputy will have the discretion and flexibility (with approval of the precinct commander) to adjust his/her schedule to accommodate the needs of the position. If community needs require that the community deputy work on a weekend day, the deputy will be able to adjust his/her schedule to assure at least two consecutive days off during the week.

7.03 All Sheriff's employees in the collective bargaining unit shall have a thirty-seven and one-half (37.5) hour workweek. Wherever possible, work schedules for all Sheriff's employees in the bargaining unit shall consist of a 6-3 work cycle; if not possible, such as for persons who work Monday through Friday, a repeating 5-2, 5-2, 4-3, 5-2, 5-3, 4-2 schedule shall be followed but consisting of a thirty-seven and one half (37.5) hour work week. Deviations in such daily work hours may be made without provisions of 14.01 applying provided appropriate notice is given. Appropriate notice shall mean by the preceding 11:00 p.m. for the first shift, by the preceding 7:00 a.m. for second shift or by the preceding 3:00 p.m. for the night shift. Members of a designated Team may have their hours changed for prescheduled Team work assignments with 72 hours notice. This provision shall be limited to "Mifflin Street Block Party," "State Street Halloween Event" and any other event mutually agreed upon by the parties.

7.04 Probationary Period. Newly hired employees classified as Deputy Sheriff I shall serve a probationary training and evaluation period of two (2) years within which such employees shall not be covered by the grievance procedure for discharge actions. Deputy Sheriff I probationary employees shall receive a step increase at the end of thirteen longevity (13) credits or twelve (12) months of service. Upon successful completion of the probationary training and evaluation

period, such new employees will attain Deputy Sheriff II status at the beginning of the pay period following the second anniversary of the employee's date of hire. Notwithstanding the above language, the County reserves the right to extend the probationary period, with notice to the employee and the Association.

The extension of probation will not affect scheduled wage increases or other scheduled benefits. Newly hired District Attorney Investigators shall serve a probationary period of thirteen (13) longevity credits or one year and receive step increases in accordance with the Civil Service Ordinance.

Probationary District Attorney Investigators shall not have recourse to the grievance procedure for disciplinary actions.

7.05 Deputy Sheriff III. Those filling Deputy Sheriff III positions may be reduced in pay to a Deputy II pay range step consistent with their length of service if they do not perform their job to the satisfaction of the Sheriff and if they were notified of the possibility of such action at least thirty (30) days in advance of it by their supervisor. Such a reduction in pay shall be in effect for up to sixty (60) days without recourse to the grievance or Civil Service appeal procedure. Such employees so reduced in pay shall continue in their Deputy III position for the period in which their pay has been reduced; however within ten (10) days after the reduced pay period has elapsed, the Sheriff shall reinstate the employee to their Deputy III pay status or demote said employee to a Deputy II position with said demotion being grievable under Article VI of this Agreement except as provided for under 9.01(b) of this agreement.

After any employee has been reinstated from a reduced Deputy II pay status to their Deputy III pay status, they may not again be reduced in pay as provided above for a minimum period of ninety (90) days following reinstatement.

7.051 Deputy Sheriff IV Those filling Deputy Sheriff IV positions may be reduced in pay to a Deputy II pay range step consistent with their length of service if they do not perform their job to the satisfaction of the Sheriff and if they were notified of the possibility of such action at least thirty (30) days in advance of it by their supervisor. Such a reduction in pay shall be in effect for up to sixty (60) days without recourse to the grievance or Civil Service appeal procedure. Such employees so reduced in pay shall continue in their Deputy IV position for the period in which their pay has been reduced; however within ten (10) days after the reduced pay period has elapsed, the Sheriff shall reinstate the employee to their Deputy IV pay status or demote said employee to a Deputy II or Deputy III (whichever they held prior) position with said demotion being grievable under Article VI of this Agreement except as provided for under 9.01(b) of this agreement.

After any employee has been reinstated from a reduced Deputy II or Deputy III pay status to their Deputy IV pay status, they may not again be reduced in pay as provided above for a minimum period of ninety (90) days following reinstatement.

Deputy IV (Detectives) assigned to the Dane County Narcotics and Gang Task Force will normally be assigned for a period of four (4) years with an option of one year extension at the discretion of the Sheriff. Exceptions are available for those who choose to leave the unit early, who promote out of the bargaining unit, or who leave by mutual agreement between the detective and their supervisor. However, management retains the right to terminate the assignment based on performance. Such reassignment is not to be considered discipline.

These Deputy Sheriff IV positions set no precedent for other job classifications. Furthermore, the above provisions do not exclude other disciplinary actions being taken with Deputy Sheriff IV incumbents including suspension, demotion and discharge with such actions being grievable under Article VI of this agreement except as provided for under 9.01(b) of this agreement.

7.06 Educational Incentive Pay Plan.

- (a) Prior to December 27, 1992, the educational incentive pay plan will be administered pursuant to 7.06 and Appendix B of the 1990-91 labor agreement.
- (b) Effective December 27, 1992, the educational incentive pay plan shall be as provided in Addendum B of this labor agreement.

7.07 Longevity. All employees covered by the terms of this agreement shall receive 1/2 longevity credit for each biweekly pay period in which the employee is compensated for forty (40) or more hours, and shall receive longevity pay as hereinafter provided:

- (a) Each employee's basic rate of pay shall be increased by:
 - 1. 3% to start on the first full biweekly pay period after employee has earned 52 longevity credits (start of year 5).
 - 2. An additional 3% (total 6%) to start on the first full biweekly pay period after employee has earned 117 longevity credits (start of year 10).
 - 3. An additional 2% (total 8%) to start on the first full biweekly pay period after employee has earned 169 longevity credits (start of year 14).
 - 4. An additional 1% (total 9%) to start on the first full biweekly pay period after employee has earned 195 longevity credits (start of year 16).
 - 5. An additional 1% (total 10%) to start on the first full biweekly pay period after employee has earned 221 longevity credits (start of year 18).
 - 6. An additional 1% (total 11%) to start on the first full biweekly pay period after employee has earned 247 longevity credits (start of year 20).
 - 7. An additional 1% (total 12%) to start on the first full biweekly pay period after employee has earned 273 longevity credits (start of year 22).
- (b) Longevity pay shall be included in employee's regular biweekly pay and shall have the effect of increasing the employee's basic pay in the amounts indicated above.
- (c) "Basic rate of pay" as referred to in (a) includes actual gross amounts of payroll

checks written to each employee prior to the taking of any deductions except for incentive pay, and any vacation, sick leave, etc., taken in excess of credit earned.

7.08 An employee who is promoted to a position with a higher salary range shall be placed on step to the nearest higher step in the new salary range effective as of the date of assumption of duties of the new position. If this is less than a full step in the new range, an additional step shall be granted immediately and not in excess of the maximum of the range. Such promoted employee shall receive the next step, unless already at the maximum of the range, effective as of the 1st day of the first full biweekly pay period following completion of 6.5 longevity credits in such position.

7.09 Personnel working between the hours of 6:00 p.m. and 6:00 a.m. and on Saturdays, Sundays and holidays shall be compensated at the rate of fifty cents (\$.50) per hour.

7.10 Personnel assigned to either the Field Training Officer, Jail Training Officer or Bailiff Training Office position shall receive .2 hours of compensatory time for each one (1) hour period served as a Field Training Officer, Jail Training Officer or Bailiff Training Officer.

7.11 Bargaining unit work, including that assigned on an overtime basis, shall only be performed by bargaining unit personnel unless after advance notice has been given of the opportunity to perform such work or other reasonable efforts made by the shift commander fail to provide bargaining unit personnel for such work assignments.

7.12 An employee's time off while attending schools, workshops and duly authorized law enforcement conferences, is not to be charged to overtime, vacation, or holidays; but instead, such days shall be considered as part of his normal and regular tour of duty. The Employer shall continue to provide electronic access to law enforcement training information for schools, workshops and duly authorized law enforcement conferences.

7.13 Temporary Reassignment. An employee who is temporarily reassigned to a classification in a higher pay range shall receive additional compensation under the same provisions as provided for in 7.08 of this Article if such employee works for eight (8) or more consecutive hours in the higher classification and such compensation shall be retroactive to when the employee assumed his reassignment.

7.14 Standby and Alert Status. When the Sheriff or his/her duly authorized representatives specifically direct an employee to standby at a specific location (i.e., stay at such location without moving to another location); time spent in such standby assignments shall be considered time worked and compensated for as provided for by applicable provisions of this agreement. When the Sheriff or his/her duly authorized representatives specifically direct an employee to keep the dispatcher or other designated officer informed of their location while off duty for a specific period of time; such time shall be considered being in alert status and not be considered time worked.

7.15 Separation from County Service. On the next regular payday after the effective date of the discharge, layoff, resignation, retirement, or death, an employee shall be paid the regular salary, vacation, holiday and overtime accumulated through such date of discharge, layoff, resignation, retirement, or death. In the event of retirement, the employee will be paid all benefits accumulated through their projected date of retirement at the rate in effect at the date of actual retirement. County provided health and dental insurance coverage will cease on the last day of the month in the month following the events : layoff, resignation, retirement or death.

7.16 Compensation for Retired Deputies Returning to Work. Retirees recalled pursuant to subpoena or for other official means shall receive an hourly rate equal to that which they received at the point of their retirement for time spent working in response to such a recall.

7.17 Rehiring Retired Personnel as Evidence Clerks. Retired members of the Association may be hired for the non-traditional assignments of evidence clerk. Such employees will be compensated at a rate of \$20.25 per hour for the term of the agreement. All such employees will receive the same rate of pay regardless of rate of pay at the time of their retirement.

7.18 Deputies Working in the Bailiff's Office. When a Deputy Sheriff II is assigned and works a minimum of (1) hour or more in the Bailiff's "office" position, they shall be paid an additional one dollar (\$1.00) per hour. It is understood that these duties are non-supervisory in nature. The Deputies performing the "office" duties must possess the skills to: coordinate Bailiff schedules, dispatch alarm and calls for assistance, act as Courthouse Evacuation Leader and assist in resolving immediate issues involving courthouse activities with judges, attorneys and members of the public. The agency shall only assign those deputies properly training in the position. In addition they must be able to perform duties of a Deputy I-II as assigned.

7.19 Deputies Working Crime Scene Unit (CSU). Deputy Sheriff II's selected and assigned on an on call basis to work alongside the CSU Deputy IV's will continue to receive their Deputy Sheriff II contractual rate of pay during their training. Once they achieve an advanced knowledge/performance where they can perform the duties of Deputy IV and are called upon to perform such duties, they will be compensated at the acting class rate of the Deputy IV position in accordance with article 7.13 of the bargaining contract, and the only exception to Article 7.13 will involve the eight (8) or more consecutive hours requirement.

7.20 Deputies Driving a Motor Vehicle Under a CDL. Dane County purchased a prisoner transport bus with a passenger capacity of 23 persons. Federal regulations require operators of vehicles designed to transport 16 or more people to hold a class "C" CDL with a "P" endorsement. All sworn personnel, on a conveyance, need to be able to legally operate the vehicle in case of emergency.

Federal regulations require CDL operators to be subject to random alcohol and controlled substance testing. Drug and alcohol screening of CDL holders is managed by Dane County Risk Management, and screenings are conducted through a third party vendor paid for by the County. Dane County employees who hold CDLs are selected for testing from a larger pool as outlined in the Dane County Administrative Practices Manual.

Dane County Sheriff's Office agrees to reimburse employees, required to have a CDL, the costs associated with the written test, road test, license renewal and other related expenses related to obtaining and maintaining the CDL with proper endorsements.

The DCDSA agrees that members who hold a CDL for the purpose of prisoner transport and operation of the bus will be subject to Federally mandated random drug and alcohol screening as a condition of the licensing.

In the event that a member tests positive for drugs or alcohol they will be temporarily reassigned to duties other than prisoner transport. Such reassignment will not be considered disciplinary action. Nothing in this section prohibits the Sheriff from seeking disciplinary action against an employee as provided under section 6.05 of the labor agreement.

If a member chooses not to or is not able to maintain a CDL, they will be reassigned to duties other than transport. Such reassignment will not be considered disciplinary action.

7.21 AEC Assignments and Supplemental Work Assignments

a. Deputies Assigned to the Alliant Energy Center. When sworn on-duty Law enforcement Officers are requested for Special Duty Assignments- i.e., duty that does not constitute a "call for service"- by the Alliant Energy Center or by any organization conducting business at the Center and its related properties or at any of those related properties, such Non-Supervisory Law Enforcement services shall be performed by members of the bargaining unit in accordance with the provisions of Article 7.11 of this agreement. Assignment of Association members may be part of their normal work shift or on overtime.

b. Supplemental Work Assignments. All supplemental work assignments are subject to approval of the Sheriff or designee. The hourly rate to be paid to the Deputy for such approved supplemental work shall be not less than \$25.00 per hour. Future adjustments to this rate will be made by mutual agreement of the parties. Supplemental work assignments are voluntary.

7.22 Honor Guard. When a Deputy Sheriff performs approved duties for the Honor Guard Unit they will receive comp time for the duties performed outside of their normal workday. It is understood that scheduled work hours may be changed if needed to participate in an approved event

7.23 Jury Duty. Employees whose scheduled hours of work include shifts that immediately precede and/or follow a day of jury duty shall only be required to work one (1) of these shifts, which shall be selected at the employee's discretion, and the jury duty day shall be substituted for the other shift and shall be considered as their shift for that day. The term immediate shall mean eight (8) hours or less before or after the jury duty day. If jury duty is canceled more than forty-eight (48) hours before the scheduled start time, the affected employees shall work their normal schedule. It is an employee's responsibility to notify his/her supervisor of the scheduled jury duty and which work shift will not be worked. The maximum amount of pay an employee may receive under this provision shall not exceed the pay the employee would have received working his/her regularly scheduled hours.

ARTICLE VIII - CALL-IN PAY

8.01 Employees covered by the terms of this agreement shall respond to a call to work outside of their regular schedule of hours if requested to do so by their department head or others designated by the department head. A minimum of two (2) hours at time and one-half shall be granted to any employee who is requested to report outside of his regular schedule of hours or who reports to work as scheduled and is sent home. Provided, however, that a minimum of three (3) hours at time and one-half shall be paid to an employee who is requested to work on his regularly scheduled off day. Off days shall be defined as the two (2) and three (3) day period regularly scheduled between workweeks and scheduled vacation, holiday and compensatory time. The off days shall commence upon ending the last tour of duty and shall run consecutively until the employee commences his work shift on the first regularly scheduled work day of the next work week. A minimum of three (3) hours at time and one half shall be paid to an employee who is requested to work on pre-approved off day for vacation, holiday or compensatory time.

8.02 Provide for a minimum of two (2) hours pay at time and one half in the event of a court appearance cancellation within twenty four (24) hours of the scheduled court appearance time. Provide for a minimum of three (3) hours pay at time and one-half in the event of a court appearance cancellation within twenty-four (24) hours of the scheduled court appearance time if on an employee's regularly scheduled day off. (8.02 does not apply to D. A. Investigators). The notification requirement shall be considered met by the employer if the employer uses a telephone recording which the employee could check prior to twenty-four (24) hours in advance of a court appearance cancellation.

ARTICLE IX - PROMOTIONAL PROCEDURE

9.01 Deputy Sheriff III and Deputy Sheriff IV Promotions. In order to qualify to apply for promotion, the applicant must be a member of his department as follows:

(a) Promotional Qualification. To be admitted to promotional examination for Deputy

Sheriff III or Deputy Sheriff IV, the applicant must have attained Deputy Sheriff II status as of the application deadline date unless three (3) or fewer Deputy Sheriff II's apply in which case Deputy Sheriff I status may be accepted.

(b) Promotional Trial Period. Shall mean the one (1) year period following date of promotion to Deputy Sheriff III or Deputy Sheriff IV during which time the promoted employee may be returned to a Deputy Sheriff II/III from which they came position by decision of either the Sheriff or the affected employee. Such trial period demotions made by the Sheriff shall not be grievable under Article VI of this agreement nor appealable to the Civil Service Commission.

(c) Association Reentry. Deputies returning to an Association position after promotion to the Supervisory Unit will be returned to the rank and pay held prior to the promotion, if the return occurs within (6) six months of the promotion.

As long as the Deputy Sheriff returns to the Association position within (6) six months of promotion, their seniority will accrue as if they had not left the Association position.

Promotions into vacant Deputy Sheriff III and Deputy Sheriff IV classifications to fill a vacancy created by a promotion into the Supervisory Unit will be provisional for (6) six months.

9.02 Promotional tests shall consist of a written and oral examination, the scores from which will be averaged with an additional point for each full year of service, up to twelve (12) points, to be added to this average to compute the final grade. A list of related reading materials shall be posted as far in advance of the examination as possible.

9.03 If one is qualified for promotion under the criteria set forth in 9.01 above, they shall not be disqualified from further examination by receiving a less than passing grade on either the written or oral part of the examination.

9.04 The oral examination board shall consist of at least two (2) experts in the field of law enforcement. No members of this board shall be connected with the Sheriff Department in any way, including special deputies.

9.05 Each list of eligibles will be established for the specific job classification that the eligibles have applied for and shall be maintained for that specific classification only for a period of one (1) year.

9.06 Written and oral examination content shall pertain to the job classification being examined for.

ARTICLE X - HOLIDAYS

10.01 All full-time employees covered by the terms of this agreement shall be entitled to the following named holidays, with pay: January 1st, the third Monday in January (Martin

Luther King, Jr. Birthday), last Monday in May (Memorial Day), July 4th (Independence Day), the first Monday in September (Labor Day), the 4th Thursday of November (Thanksgiving Day), the day 1st following Thanksgiving, December 24th, December 25th and December 31st in each year.

10.02 Whenever any of said days shall fall on Sunday, the succeeding Monday shall be the holiday. If said holidays fall on a Saturday or on a regularly scheduled day of work or regularly scheduled day off, the employees affected shall be granted a compensatory day off, with pay, to be selected by the employee subject to approval of the department head.

10.03 In addition to the holidays listed above, all full-time employees shall be entitled to time off with pay or compensatory time off with pay as follows:

(a) Twenty-nine (29) additional hours to be selected by the employee subject to department head approval.

10.04 Holiday Credit Carryover Holiday credits earned in one payroll year must be used prior to end of the next payroll year or shall be lost.

10.05 Employees who work more than eight (8) hours on a holiday specified in 10.01, whether scheduled or not, will receive an hour for hour credit of time worked in excess of eight (8) hours on the holiday into a holiday bank.

10.06 Holiday leave hours used shall be deducted from holiday leave balances in the order they were earned (i.e. first in-first out).

ARTICLE XI - UNIFORMS

11.01 The annual Sheriff's employee uniform allowance shall be six hundred seventy-five dollars (\$675.00) paid to Sheriff's employees in two semi-annual three hundred thirty-seven dollars and fifty cents (\$337.50) payments. In the event there is a general change in the uniform, or any part thereof, the County shall pay the cost of all such changes.

For uniform or personal item damage claim policy and procedure, see the addendum of this agreement.

11.02 New Employees. All new Deputy Sheriff I employees shall receive four hundred dollars (\$400.00) towards the purchase of an initial uniform and equipment. Any new employee who terminates employment prior to one (1) year of service shall reimburse the County by paying a prorated amount of the initial uniform allotment determined by the number of months remaining to complete one (1) year. For new Deputy Sheriff I employees hired after January 1, 2005, the County will purchase, supply, maintain and own the department approved handgun.

11.03 Effective 1-1-87, uniform purchases shall be from vendors on a list of County approved vendors.

ARTICLE XII - VACATIONS

12.01 All employees covered by the terms of this Agreement, except part-time and seasonal employees shall earn vacation credits as based on longevity credits as indicated below. No employee shall be permitted to take vacation until after six (6) months of employment. All employees covered by the terms of this Agreement shall be entitled to 80.0 hours of vacation after completion of thirteen (13) longevity credits. All employees covered by this Agreement shall receive one-half longevity credit for each biweekly pay period in which that employee is compensated for more than forty (40) hours of regular time and overtime combined.

- a. 0 through 65 longevity credits (approximately first year through fifth year) 3.08 hours for each one-half (.50) longevity credit earned or a full-time equivalent of eighty (80) hours each year.
- b. Over 65 through 130 longevity credits (approximately sixth year through the tenth year) 4.62 hours for each one-half (.50) longevity credit earned or a full-time equivalent of one hundred twenty (120) hours each year.
- c. Over 130 through 182 longevity credits (approximately eleventh year through the fourteenth year) 5.85 hours for each one-half (.50) longevity credit earned or a full-time equivalent of one hundred fifty two (152) hours each year.
- d. Over 182 through 260 longevity credits (approximately fifteenth year through the twentieth year) 6.77 hours for each one-half (.50) longevity credit earned or a full-time equivalent of one hundred seventy six (176) hours each year. (Add 24 hours for a total of 200 hours effective December 19, 2010)
- e. Over 260 longevity credits (approximately twenty-first year and thereafter) 8.30 hours for each one-half (.50) longevity credit earned or a full-time equivalent of two hundred sixteen (216) hours each year. (Add 24 hours for a total of 240 hours effective December 19, 2010)

12.02 Vacation Rate of Pay. Each employee shall be compensated while on vacation at the rate of pay in effect for them at the time vacation credits are used.

12.03 Continuity of Employment. The employment of employees covered by this Agreement shall be considered continuous if the employee is laid off through no fault of the employee and returns to regular employment for the Employer within one (1) year.

12.04 Vacation Carry-Over. Accrued vacation earned in one payroll year shall be used prior to the end of the last payroll period ending in December of the following year or it shall be transferred to the Vacation Bank, if possible. If all or a portion of such transfer is not permitted under the terms of this contract that portion shall be lost.

12.05 The County, taking into consideration the needs of the Department, will make reasonable efforts to insure that employees will be able to take vacations and other authorized absences from duty as provided in this agreement. Requests for vacation and other absence must be approved by the employer.

12.06 Vacation leave hours used shall be deducted from vacation leave balances in the order they were earned (i.e., first in - first out).

12.07 Vacation Bank. A Vacation Bank shall be established for each employee as follows:

(a) Employees are entitled to contribute up to five hundred and thirty six (536) hours of vacation time to a Vacation Bank.

(c) Employees may contribute vacation to their Bank at any time during the year in which it is earned but no later than the end of the last pay period of the year following the year in which said vacation time was earned.

(d) Employees may use vacation time from their Bank according to the normal procedures used for the use of vacation contained in this Agreement.

(e) Upon termination of employment or retirement all time remaining in the Vacation Bank shall be transferred into the account established for the employee pursuant to Section 13.07 hereof. The amount transferred shall be calculated at the employee's normal rate of pay (including longevity pay).

12.08 Cash out of Vacation/Holidays. After the employee has the equivalent of at least fifteen (15) days of vacation, the employee has the option to cash out up to sixty (60) hours of vacation and/or holidays per year at the employee's regular rate of pay (including longevity and educational incentives) to be paid out in November of the year for which the cash-out is sought.

ARTICLE XIII - HEALTH & WELFARE

13.01 Health and Dental Insurance.

(a) A group hospital, surgical, major medical and dental plan as agreed to by the parties shall be available to employees. In the event the Employer shall propose a change in this plan, this Contract shall be reopened for purposes of negotiations on such a proposed change. For group health insurance for 2011, the Employer shall pay up to five hundred seventeen dollars and fifty-two cents (\$517.52) per month for employees

desiring the "single HMO plan" (\$501.32 effective 1/1/12) and up to one thousand two hundred sixteen dollars and nineteen cents (\$1216.19) per month for employees desiring the "family HMO plan" (\$1,178.11 effective 1/1/12). Effective December 18, 2011, the Employer shall pay up to ninety percent (90%) of the cost of the Family Point of Service (POS) plan. Ten percent (10%) of the premium shall be the responsibility of the employee through payroll deduction. Employees enrolled in the single POS plan will contribute \$25 per month to the cost of the premium through payroll deduction. Employees with a spouse on Medicare Plus will receive a payment not to exceed that paid by the Employer for family coverage. If the health insurance premiums are raised during the term of this agreement, the dollar contribution caps cited herein shall be adjusted by the percentage equal to the increase in the premiums for the point of enrollment plans. The health insurance plan shall authorize coverage for the domestic partner of an employee. Domestic partner shall mean the same or different sex partner of an employee consistent with criteria established by the Insurance Advisory Committee.

The Employer agrees that employees and their dependents selecting a health care provider offering Dane County both the Point of Enrollment/Point of Service and HMO plans will be allowed one (1) thirty (30) day enrollment period per year during which time an employee enrolled in the plan specified above can choose between that provider's POE/POS or HMO.

For group dental insurance for 2010, the Employer shall pay up to forty dollars and seventy-nine cents (\$40.79) for employees desiring the "single plan", and up to one hundred fourteen dollars and ninety-nine cents (\$114.99) per month for those desiring the "family plan."

The dental insurance plan shall authorize coverage for the domestic partner of its employees. Such coverage shall be on the same basis as those participating in the family plan. Domestic Partner shall mean the same sex partner or different sex partner of an employee consistent with the criteria established by the Insurance Advisory Committee.

(b) The Employer agrees to establish written forms and procedures to assist employees in securing timely payment of claims by their carrier. The Employer shall also designate a liaison person whom employees may contact for assistance in prompt payment of such claims.

(c) During the term of this agreement the Employer shall offer employees the option of participating in Flexible Spending Accounts, in accordance with applicable federal laws and regulations. The Employer agrees to pay the administrative costs of such participation.

(d) Those retiring employees with sick leave credit balances, not to exceed one thousand seven hundred (1,700) hours, shall have such credits converted to a monetary value (hours of credit at retirement times normal hourly rate of pay received immediately prior to retirement) to be applied to the difference between the Employer contribution and the premium level referred to in sub (a) above with any remaining sick leave credits at age

65 or death if the latter precedes age 65 for the retiring employee be applied as provided for in Article XV, 15.06 of this Agreement.

(e) Accrued Sick Leave Credit. Subject to the provisions set forth below, all employees covered by this Agreement who die while a County employee or who actually retire from County service and apply (within sixty (60) days of last paid), for retirement annuity from the Wisconsin Retirement Fund and/or Social Security, which annuity must exceed \$10 per month, shall have their sick leave credits not to exceed one thousand seven hundred (1,700) hours (at the time of their retirement or death) converted to a monetary value (hours of credit times normal hourly rate of pay received immediately prior to retirement) which total shall be available in subsequent years to pay such hospital, surgical and dental insurance costs as may be charged such employees and their dependents by the company or companies as set forth in 13.01(a).

13.02 Life Insurance. The employer agrees that it will participate in a group life insurance plan on a share cost basis with said plan to be at least equal to the cost/benefit structure of the State Group Life Insurance Plan in effect during 1977. Under this plan each employee has the option to participate. The amount of life insurance is fixed at \$1,000 for each \$1,000 or fraction thereof of annual income for each employee. This shall be subject to renegotiation in the event that the Employer shall propose a substitute.

13.03 Retirement. Each employee shall be a participant of the Wisconsin State Retirement Plan as provided by Wisconsin Statutes and rules established by the Wisconsin Retirement Fund Board. Effective on the first day of pay period 1 of the 2013 payroll year (December 16, 2012), employees shall pay 2.0% of the employee's share of the WRS contributions.

Effective on the first day of pay period 13 of the 2013 payroll year (June 2, 2013), the employee contribution to the WRS employee share shall increase by an additional 2% of WRS (a total of 4% of WRS earnings).

Effective on the last day of pay period 26 of the 2013 payroll year (December 14, 2013), employees shall increase their contribution rate to pay the remainder 2.65% of the employee share of WRS (a total of 6.65%).

13.04 Unemployment Compensation. The Employer will continue to provide Unemployment Compensation Insurance.

13.05 Worker's Compensation. In the event that an employee covered by this Agreement is injured while at work and as a consequence of said injury receives Worker's Compensation disability pay, said employee, shall receive his Worker's Compensation payment plus such supplemental payment so that the total of his Worker's Compensation and supplemental pay will equal his full pay at the same rate as he was paid prior to such injury or disease for a period not to exceed one hundred eighty (180) calendar days. These provisions are subject to the following restrictions:

(a) In the event that a Worker's Compensation claim is contested, Worker's Compensation and supplemental pay by the County shall be held up until the claim is settled or an award made by the State at which time the employee shall be entitled to receive in a lump sum all their Worker's Compensation plus supplemental pay accumulated since the date of their first absence due to the injury or disease.

(b) During the period when an employee is entitled to full pay by the Employer under the provisions of this section there shall be no deductions from sick leave allowance, overtime allowance, or vacation credit of such employee.

(c) After one hundred eighty (180) calendar days if the employee has a sick leave balance, the employee has the option of supplementing Worker's Compensation up to a full paycheck as long as a sick leave balance remains. If the employee exercises the option to supplement Worker's Compensation, such election shall last for the duration of the Worker's Compensation leave or until the sick leave balance is exhausted. The Employee will continue to remain on the payroll and will continue to receive health and dental insurance. If the employee returns to regular FTE status, the employee will have his/her longevity credits restored for the period of supplementation.

13.06 Disability Insurance. County shall provide employees with Disability Insurance. No employee shall be eligible to participate in the disability plan during his/her first six (6) months of employment. For employees choosing to participate in the Disability Insurance Program, premiums shall be paid as follows (used sick hours refers to the prior year):

<u>Sick Hours Used</u>	<u>Employee Share</u>	<u>Employer Share</u>
0.0 – 32.0	0%	100%
32.1 – 40.0	40%	60%
40.1 – 48.0	60%	40%
48.1 – 56.0	80%	20%
56.1	100%	0%

Employees will be given the option of joining a Taxable Disability/Sick Leave Program or a Nontaxable Disability/Sick Leave Program. The ability to change options will be available to each employee in November of each year.

(a) Taxable Disability/Sick Leave Program

The employee will not be charged FICA expense, the premiums paid by the County will not be taxable and the benefits, which are 65% of salary, will be taxed to the extent of any payment of premiums by the County. If the employee pays the entire disability insurance premium, the benefit will not be taxed.

(b) Nontaxable Disability/Sick Leave Program

The employee will be charged FICA expense (currently 7.65%) on any of the County paid premiums and the premium will be taxable income to the employee. By paying the FICA expense and income tax the employee will receive a tax-free benefit.

(c) Employees will be granted sixteen (16) wellness hours in the pay period in which March premiums are withheld. Employees selecting only LTD insurance will be granted eight (8) wellness hours in the pay period in which March premiums are withheld. Employees who used forty-eight (48) or less hours of sick leave during the preceding payroll year will be granted eight (8) additional wellness hours during the following year. The employee may use the wellness hours with the approval of the employee's supervisor. When wellness hours are not used within the payroll year in which they are earned, they may be carried over but must be used by the last day of the succeeding payroll year or they shall be lost. Employees pay the entire premium for disability insurance. Any disability insurance benefits paid to the employee will be tax-free.

If any of the other represented bargaining units voluntarily obtain an improved disability plan, the County will offer said plan to the Association.

13.07 The parties agree to participate in a Post Retirement Leave Conversion Plan under the terms outlined in Addendum D.

13.08 Safety and Working Conditions Study Committee. There shall be a Committee of six (6) members, two (2) members selected by the WPPA Deputy Sheriffs' Association, two (2) members selected by the WPPA Supervisory Unit, and two (2) members selected by the Sheriff. The Committee shall meet as frequently as is necessary. It shall consider and make recommendations concerning all matters of safety, hazardous or other unusual working conditions that come to its attention. Employees' service on this Committee shall be compensated at their regular or overtime rate of pay, whichever is applicable. The WPPA Deputy Sheriffs' Association shall also be entitled to select one (1) member to serve on the countywide Safety and Working Conditions Study Committee.

13.09 Employees shall be required to retire at the end of the calendar year in which they reach fifty-five (55) years of age, or have completed twenty-five (25) years of protective service, under the Wisconsin Retirement Fund, whichever later occurs, provided however, that all employees shall be required to retire at the end of the calendar year in which they reach sixty (60) years of age. All employees hired after January 31, 1965 shall be required to retire at the end of the calendar quarter in which they reach fifty-five (55) years of age.

13.10 Notwithstanding the language of 13.09 above, no employee of the employer shall be required to retire prior to reaching age seventy (70) unless (1) the employer shall have given a ninety (90) day written notice to the union of its intention to again implement the

provisions of 13.09 and does so with respect to all law enforcement employees of the employer covered by a labor agreement; or (2) a court of competent jurisdiction rules that the provisions of the Age Discrimination in Employment Act do not apply to local units of government such as Dane County or to law enforcement employees generally; or (3) Congress amends, modifies or repeals the provisions of the Age Discrimination in Employment Act to clearly allow forced early retirement in the manner contemplated by 13.09 above. In electing to again implement the provisions of 13.09 above, the employer agrees to indemnify, defend and hold harmless the union, its officers, employees and agents in the event of any challenge, suit or action relating to the reimplementation of forced early retirement.

13.11 Maternity Leave. Employees shall be entitled to maternity leave without pay not to exceed three (3) months. Commencement of and return from such leave shall be certified by the employee's physician if so required by the Sheriff and/or Personnel Officer. Whenever possible the employee shall provide the Employer with fourteen (14) days notice prior to the commencement of her maternity leave. Such employee shall be entitled to return to the position she left before the end of the leave by first giving fourteen (14) days notice to the Sheriff of her intention to return to work. The employee upon her return to work shall do so without loss of seniority, rank or position.

13.12 Post-Retirement Leave Conversion: See Addendum D

ARTICLE XIV - OVERTIME

14.01 Overtime Rate. Unless mutually agreed otherwise, under all circumstances employees shall receive one and one-half (1-1/2) times their straight time hourly rate (including longevity pay) for all hours worked in excess of their normal, regular scheduled workdays or workweek as defined in 7.02 above. Effective December 20, 1998 overtime worked in excess of fourteen (14) consecutive hours shall be compensated at two (2) times the straight time hourly rate. Should the accumulation of compensatory time beyond a biweekly payroll period remain legal without additional penalty to the Employer, the employee may, at his/her option elect to accrue compensatory leave time at the rate of one and one-half (1-1/2) time in lieu of overtime cash payment up to a one time annual maximum of one hundred and twenty (120) hours. On the pay period prior to the expiration date of the contract, the employer shall pay in cash to the employee for any accrued compensatory time hours in excess of sixteen (16) hours at the employee's regular rate of pay. Overtime earned while serving on a mutual aid basis outside Dane County may not be taken as compensatory time.

14.02 Unless previously authorized, an employee before proceeding to work overtime shall seek approval from a person or persons designated by the Sheriff. The Sheriff shall also designate the place or places at which such person or persons may be reached by phone or in person. Such notice shall not, of course, be required in the case of an emergency. Only the Sheriff shall have the authority to work more than the regular schedule of hours without such approval, or direct other employees to work overtime. No

employee shall be sent home or denied their regular work schedule of hours to avoid the payment of overtime.

14.03 The Employer may require employees to report for duty fifteen (15) minutes early. Employees subject to the early report requirement shall be compensated by an equal amount of compensatory time credit. This provision shall be subject to the overtime provisions set forth in 14.01.

ARTICLE XV - SICK LEAVE

15.01 Sick Leave With Pay Credits.

(a) All employees covered by this Agreement shall be granted sick leave with pay credit at the rate of four (4) hours of sick leave for each completed biweekly pay period of compensated service. The term "each completed biweekly pay period of compensated service" shall mean any biweekly pay period in which the employee has received compensation for forty (40) or more hours of regular time and overtime combined.

(b) The maximum accumulation of sick leave shall not exceed one thousand seven hundred (1,700) hours on the last day of each contract year.

- b. Supplemental Sick Leave Bank. If an employee has reached the maximum number of hours allowed for conversion at retirement (the "cap"), the County will automatically deposit unused, accrued sick leave hours above the cap into a supplemental sick leave bank at the end of each payroll year. The hours deposited in the supplemental sick leave bank may be used during any absence caused by a medical condition that would be covered under the Family and Medical Leave Act (FMLA). The condition must be confirmed in writing by the employee's treating physician, but the County will not require employees to submit the Health Care Provider Certification required for an FMLA leave. Employees may use the supplemental sick leave bank even if they have exhausted the number of hours available under the limitations of the FMLA during a rolling calendar year. The number of hours deposited in the supplemental sick leave bank shall be limited to 480 hours.

15.02 Sick Leave Definition. Sick leave shall be defined as time off the job because of: illness; bodily injury; exposure to a contagious disease; attendance upon members of the immediate family; death in the immediate family; and diagnostic treatment, dental procedures and optician services when such services are performed by duly licensed practitioners.

15.03 Use of Sick Leave Credits.

(a) Employees shall inform their supervisor or the Sheriff as is appropriate of their need to be absent prior to their regularly scheduled starting time the first day and each day thereafter when return to work is doubtful; when their absence can be anticipated

because of an appointment, such notice shall precede the absence by five (5) days when possible.

(b) Employees may use sick leave credits for temporary emergency care of ill or injured members of their immediate family (defined in 15.04 below), not to exceed five (5) days for any one (1) illness or injury; however, the five (5) days may be extended in unusual circumstances with prior Employer approval.

(c) If an employee is absent from work for any of the reasons set forth under 15.02 of this Article, and at such time has accumulated insufficient sick leave credits to cover the time lost, the amount of time lost shall be deducted from current earnings of said employee, provided, however, that for each month worked during such calendar year by said employee during which no sick leave is taken, said employee shall be reimbursed for the time they had lost as a consequence of the insufficient accumulation of sick leave credits.

(d) Employees may at their option use vacation credits, holiday credits, or compensatory time due, to extend sick leave.

15.04 Immediate Family Definition. An employee's immediate family shall be the following relations of the employee, spouse or domestic partner: spouse, children, step-children, foster children, siblings, step-siblings, parents, step-parents, foster parents, grandchildren or grandparents. Also included are other relatives of the employee, spouse or domestic partner residing in the employee's household. Domestic partner shall be defined as provided in Section 16.01 herein.

15.05 Physical Examination by County Doctor. In the event that an employee shall have been absent under the provisions of this Article and returns to work without release from their own doctor, satisfactory to the Employer, the Employer shall have the right to direct the employee to a doctor selected and paid by the Employer. In the event that the employee shall be found fit to return to work, the employee shall be made whole for any necessary travel expense or loss of earnings incurred as a result of being directed to the County doctor. The Employer may require at the Employer's expense a medical certificate or other appropriate verification of sick leave absence.

15.06 Accrued Sick Leave Credit

(a) Accrued Sick Leave Credit for Retiring Employee. All employees covered by this Agreement who actually retire from County service and apply (within 60 days of last day paid) for a retirement annuity from the Wisconsin Retirement Fund, which annuity must exceed ten dollars (\$10.00) per month, shall have their sick leave credit balance, not to exceed one thousand seven hundred (1,700) hours, converted to a monetary value (hours of credit at retirement times normal hourly rate of pay received immediately prior to retirement), upon reaching age 65 which total shall be available to pay such Medicare plus costs as may be charged such employee and their dependents by the company or companies carrying Dane County's Group Hospital and Surgical Insurance.

(b) Accrued Sick Leave Credit for Surviving Spouse. In the event that an employee covered by this Agreement dies during the course of their employment and is survived by a spouse, their accrued sick leave credits, not to exceed one thousand seven hundred (1,700) hours, at the time of death, shall be converted to a monetary value (hours of credit times normal hourly rate of pay received immediately prior to death) which shall be available toward the payment of health insurance premiums for the surviving spouse. In the event that the retired employee shall precede their spouse in death and there remains at that time to their credit a balance, such balance shall be used to purchase health and accident insurance for the surviving spouse so long as the spouse is alive and there remains a balance in the fund.

(c) The employee may elect to delay conversion of his/her sick leave credits for a period of up to ten (10) years after the date of retirement. The employee desiring such delay shall provide notice to the County of his/her intention to delay said conversion and shall provide written notice to the County on or before June 30 of the year preceding the commencement of said conversion.

ARTICLE XVI - BEREAVEMENT LEAVE

16.01

(a) Permanent full-time employees shall be allowed up to three (3) work days leave with pay in the event of the death of the following relationship of the employee, his/her spouse or his/her domestic partner, which may be used on a non-consecutive basis within one year: spouse, children, step children, sponsored adult, foster children, siblings, step siblings, parents, step parents, foster parents, grandchildren, grandparents, brother-in-law, sister-in-law, son-in-law and daughter-in-law. Such leave shall be prorated for part-time employees (i.e., half-time employees get three [3] half-days, etc.).

(b) In the event of the death of a member of the employee's family, other than those set forth in (a) above, the employee shall be entitled to one (1) working day leave with pay and such leave shall be charged against the compensatory leave time balance of the employee. In the absence of compensatory leave time, the leave may be charged to any other accrued paid leave time. Additional leave may be granted at the discretion of the Department Head and such leave shall be charged as provided herein.

(c) The following definitions pertain to the phrase "alternative family" as used in 16.01(a) above.

1. Alternative family - shall mean two adults and their dependents, if any, provided the adults sign an affidavit and file same in the office of the Employee Relations Manager indicating that:

a. They are in a relationship of mutual support, caring and commitment; and

b. They are not married (unless they are married to each other) or legally separated and, if either party has been a party to an action or proceeding for divorce or annulment, at least six (6) months have elapsed since the date of the judgment terminating the marriage; and

c. Neither domestic partner is currently registered in an alternative family with a different domestic partner and, if either partner has previously been registered as a domestic partner in an alternative family, at least six (6) months have elapsed since the effective date of termination of that registration; and

d. Both are 18 years of age or older; and

e. Both are competent to contract; and

f. They are occupying the same dwelling unit as a single, nonprofit housekeeping unit, whose relationship is of permanent and distinct domestic character and they share common cooking facilities; and

g. They are not in a relationship that is merely temporary, social, political, commercial or economic in nature; and

h. Both agree to notify the Employee Relations Manager of any change in the status of their alternative family relationship.

2. Domestic partner – shall mean those adults in a registered alternative family.

3. Dependent – shall mean one who lives with a registered alternative family and is:

a. A biological child of the domestic partner; or

b. A dependent as defined under IRS regulations; or

c. A ward of a domestic partner as determined in a guardianship proceeding; or

d. A person adopted by a domestic partner.

4. Mutual support – shall mean that the domestic partners contribute mutually to the maintenance and support of the alternative family throughout its existence.

ARTICLE XVII – LEAVE FOR ELECTION OFFICIALS

17.01 Employee who desire to serve as an election official pursuant to Section 18.21(10) of the Dane County Code of Ordinances shall so advise their department

head. Requests to serve as an election official are subject to review based on departmental staffing requirements, but will not be unreasonably denied.

ARTICLE XVIII – PARKING, BUS PASSES AND MILEAGE REIMBURSEMENT

18.01 Parking. Employees shall be provided a parking area in the County Parking Ramp for a monthly fee equal to \$23.00 for the term of this agreement. Such space may be used for reporting to and from work only.

18.02 Bus Pass Subsidy. For the exclusive use of employees who purchase one of the bus passes specified below and who utilize such pass for their mode of transportation to and from work; the employer shall provide a subsidy for each employee toward the cost of such bus passes as provided in the following schedule:

<u>Madison Metro Passes</u>	<u>Employer Subsidy</u>
Monthly Pass	\$2.00
Twenty Ride Pass	2.00
Twenty Ride Express Pass	2.00
Twenty Ride Middleton Pass	2.00
Twenty Ride Verona Pass	2.00
Elderly/Handicapped Ten Ride Pass	1.50
<u>Commuters Service</u>	
Stoughton Ten Ride Pass	\$2.00
Oregon/McFarland Ten Ride Pass	2.00
Evansville Ten Ride Pass	2.00
<u>Madison Rapid Transit</u>	
Lodi/Waunakee Ten Ride Pass	\$2.00

In the event that additional bus passes become available during the term of this agreement for bus lines that could be utilized by employees under the conditions specified above; the Employer will provide a \$2.00 subsidy on the cost of such bus passes purchased by employees not to exceed the total cost of the pass.

18.03 Mileage Reimbursement. Employees shall be reimbursed at the IRS rate (said reimbursement rate to be adjusted when it is periodically changed by the IRS), or at such higher amount as authorized by the Dane County Board of Supervisors for use of their personal vehicles while performing the employer's business.

ARTICLE XIX - CONTRACT REVISION PRINTING

19.01 The Employer shall provide for the typing and printing of any contract revisions, and the Union shall pay one-half of such printing costs which shall not exceed the usual or customary costs current at the time of such printing; provided, however, that the contract shall be printed by County employees or in a union cooperative or employee-owned print

shop. In the event that the County does not comply with the printing conditions set forth above, the Union shall not be required to pay for any of the costs of preparing the contract.

ARTICLE XX - MAINTENANCE OF EXISTING BENEFITS

20.01 The Employer agrees that all conditions of employment pertaining to wages, hours of work, and general working conditions that are mandatorily bargainable shall be maintained at not less than the highest minimum of standards in effect at the time of the signing of this Agreement, unless otherwise agreed to in the course of negotiations.

ARTICLE XXI - ASSOCIATION ACTIVITIES

21.01

(a) Officers selected as delegates to the annual Wisconsin Professional Police Association (WPPA) convention shall be permitted to use up to three (3) days of accumulated time off to attend such convention. The maximum number of officers shall not exceed eleven (11). The Association shall provide the Department with the names of six (6) of the delegates no later than February 1 of the year of the convention. The Association shall provide the Department with the names of the remaining five (5) delegates as soon as possible and in any event not less than sixty (60) days in advance of the convention.

(b) Officers who serve on the Dane County Deputy Sheriff's Association (DCDSA) Board of Directors shall be granted up to three (3) hours per month, but not to exceed three hundred (300) hours (in the aggregate) per year for the complete Board, with pay, for attendance at meetings of that Board which are held during the employee's scheduled duty hours. The affected officer shall give no less than seven (7) days written notice to the Chief Deputy with a copy to the scheduling clerk.

(c) Up to five (5) members of the DCDSA negotiating committee may receive pay while negotiating with the employer during the employee's scheduled duty hours, provided, however, that the overall size of the DCDSA negotiating committee at any one session shall not exceed five (5) County employees.

ARTICLE XXII - SEPARABILITY

22.01 Each and every clause of this contract shall be deemed separable from each and every clause of this contract to the end, that, in the event that any clause or clauses shall be finally determined to be in violation of any law, then, in such event, such clause or clauses only, to the extent only that any may be so in violation, shall be deemed of no force and effect and unenforceable without impairing the validity and enforceability of the rest of any clause, sentence or paragraph in which offending language may appear.

ARTICLE XXIII - NO STRIKE

23.01 The union agrees that for the duration of this Agreement, Union officers, representatives, or members will not authorize, assist or support any strike, work stoppage, slowdown, interruption of work or interference with operations of the Employer.

In the event of any strike, work stoppage, slowdown, or interruption or impeding of work, the Employer shall notify the Union thereof, and the Union shall give notice to the employees involved that they are in violation of this Agreement and should end such strike, work stoppage, walkout, or interruption, or impeding of work.

ARTICLE XIV - TERMINATIONS

24.01 This Agreement shall become effective as of December 16, 2012, and shall remain in full force and effect until and including December 13, 2014. This Agreement shall be automatically renewed from year to year thereafter, unless negotiations are initiated by either party prior to September 1st of any given year. However, nothing said herein, shall prevent the parties from altering or amending, at any time, any part hereof by mutual consent.

This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph. However, nothing said herein shall prevent the parties from altering or amending, at any time, any part hereof by mutual consent.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth herein.

ADDENDUM A

Uniform or Personal Item Damage Claims

POLICY:

Reimbursement for repair or replacement of personal items damaged or destroyed in the course of employment.

Condition (A)

Items damaged or destroyed by the actions of/or circumstances created by a third party.

Condition (B)

No apparent negligence on the part of the employee.

PROCEDURE:

Employee shall report occurrence and possible claim to supervisor immediately.

Supervisor shall submit employee's report with their comments to department head.

The Sheriff shall review occurrence and claim.

The Sheriff shall approve or deny claim based on above "Conditions".

The Sheriff shall submit approved claim and supporting documentation to Risk Manager within 48 hours if possible.

Risk Manager shall review and present claim to the Finance Committee for final action.

FINAL ACTION ON APPEAL:

If an employee's claim is denied they shall have the right to request reconsideration by the committee. Such requests shall be in writing and shall contain all the employee's arguments. After review of request the committee at its option may allow employee to appear before them for appeal.

ALLOWABLE COST, REIMBURSABLE:

Eye Glasses - Value of replacement through Dane County Safety Glass Program

Watches and Jewelry - Maximum value \$100.00 repaired or replaced, on a ten year depreciation schedule.

Clothing - If not repairable, 75% of replacement cost or 100% if purchased within 30 days prior to the date damaged as evidenced by dated itemized receipt of purchase.

Other Items - Repair or replacement cost less standard depreciation.

This policy does not affect eye glasses and hearing aids covered under the Worker's Compensation Act.

ADDENDUM B

DANE COUNTY SHERIFFS' DEPARTMENT EDUCATIONAL INCENTIVE PAY PLAN

Effective December 27, 1992, the following incentive plan will be implemented in lieu of all other incentive plans:

After an employee completes forty-six (46) longevity credits, if he/she has an Associate Degree (or equivalent), he/she will receive 12% incentive; if he/she has a Bachelors Degree, he/she will receive 18% incentive. Equivalency means sixty (60) credits* en route to Bachelor's degree. A degree must be from a school or university accredited by an authority recognized by the U.S. Department of Education. These percentages shall be on base salary only. Base salary does not include longevity pay, overtime pay or other forms of compensation not specified in the salary schedule contained in 7.01 of the agreement.

HOLD HARMLESS CLAUSE

Those deputies that as of December 26, 1992, receive incentive pay percentages based on attainment levels which would provide lower or no incentive pay percentages based on the above incentive step schedule shall continue to receive the same incentive pay percentages as they received on December 26, 1992. Such deputies shall be placed on the above schedule when and if they reach an educational attainment level for which the above schedule will provide an increased incentive pay percentage.

*Post-high school education semester credit hours based on the University of Wisconsin-Madison semester credit evaluation system as of June 17, 1992. This includes a .666 conversion system for academic quarter credits as specified in the following paragraphs:

UW/Madison Semester Credit Conversion System

QUARTER CREDITS and other grading and course unit systems where conversion is necessary.

The official transcript is to be used as the key for translating quarter credits or units into semester hours.

Examples:

University of Minnesota: One quarter credit = 2/3rds (.666) of one semester hour.

Cornell College: One unit = four semester hours.

St. Olaf College: One unit = 3.65 semester hours.

Fractions of .5 or more are to be rounded up to the next whole number; those of .49 or less are to be rounded down to the next whole number.

The degree credits are computed by multiplying the total number of applicable credits or units by the conversion value indicated on the transcript.

Examples:

University of Minnesota: 90 quarter hours multiplied by .666=59.9 rounded upward to 60 semester hours.

St. Olaf College: 12 units multiplied by 3.65=43.8 rounded upward to 44 semester hours.

ADDENDUM C
EXPANDED STATE LIFE INSURANCE PROGRAM

County employees are eligible to participate in the State administered life insurance program at the employee's sole expense. If the County offers the option to its employees to participate in the State's expanded life insurance coverage program, an employee who exercises the option to buy additional coverage will do so at his or her sole expense.

ADDENDUM D
Post Retirement Leave Conversion Plan

1.0 Purpose. Dane County has adopted a Post-Retirement Leave Conversion Medical Reimbursement Plan (hereinafter, “Medical Plan”) and a Governmental 401(a) Special Pay Plan (hereinafter, “Retirement Plan”) (together called the “Plans”) to allow retiring employees to convert accumulated leave into a supplemental retirement benefit on a mandatory basis.

2.0 General. The Plans are intended to allow some flexibility in the conversion of the unused accumulated leave. Dane County will apply a formula, set forth in Section 4.0 below, to convert a retiring employee’s unused accumulated leave (hereinafter, “Benefit”). The benefit will be paid to the retiring employee through a supplemental benefit plan.

It is the County’s intention that, to the extent permitted by law, the benefits provided by the plan not be subject to FICA taxes. In addition, to the extent permitted by law, these benefits are to be tax deferred for both federal and state income tax until the retiree withdraws them from the Plan. Employees should consult their own tax advisor to determine how to treat the supplemental benefits provided by the Plan.

Under the Plans, employees will continue to be allowed to defer their enrollment in the County’s health and dental plans for a period of up to ten years after their retirement, provided that they were participating in the health and/or dental plans at their retirement.

3.0 Post Employment Medical Account. During the period of active employment, the County will deposit \$10 per month into a post employment medical trust account which will replace the contribution under Addendum D to the current contract. The County will work with the Union and the administrator of the new Post-Retirement Leave Conversion Medical Reimbursement Plan to explore the feasibility of transferring assets currently held by Security Benefit into the program.

4.0 Eligibility. The conversion of unused leave is automatic and mandatory upon retirement and all retiring employees with unused accumulated leave on the date of their retirement will participate in the Plan.

To “retire” and be eligible for this Plan, an employee must be a member of the bargaining unit who has reached or will reach age 50 or older, during the calendar year of retirement, must retire from employment with the County, and be eligible for retirement benefits from the Wisconsin Retirement System.

5.0 Calculation of Benefit.

5.1 Sick Leave: An employee who retires with Dane County shall receive a Benefit for the number of hours of unused accumulated sick leave held by the retiring employee on his or her date of retirement, based on the following formula: Total hours of accumulated sick leave to a maximum of 1700 x regular hourly rate of pay at time of retirement.

5.2 Vacation: Total hours of earned vacation leave x regular rate of pay including longevity and incentive pay at time of retirement.

5.3 Sabbatical/vacation bank: Total hours in the employee's sabbatical/vacation bank x regular rate of pay including longevity and incentive pay at time of retirement.

5.4 Holiday pay: Total hours of holiday and wellness pay x regular rate of pay including longevity and incentive pay at time of retirement.

5.5 Insurance Payments: Union members who retired prior to December 16, 2001 and participate in the County's health insurance plan will receive \$18.03 per month to be used toward single health insurance costs or \$51.04 per month to be used toward family health insurance costs. Such payments will continue until the member reaches age 65.

6.0 Payment of Benefits.

6.1 Dane County, no later than fifteen (15) days after the retirement of an employee, shall make a contribution equal to 100% of the amount calculated under 5.2 and 5.4 to the 401(a) Retirement Plan Trust and/or 457(f) qualified deferred compensation plan in the amount of the Benefit, which shall be paid to the retiring employee according to the terms of the selected plan. Plan selection shall be based upon the age of the participant and the amount of the contribution in an effort to maximize participant tax savings without subjecting plan participants to IRS premature withdrawal penalties if applicable.

6.2 **Election of Form of Benefit:** Within thirty (30) days of receiving written notice of an employee's retirement, Dane County shall elect the form in which the retiring employee will receive the benefit under 5.1 and 5.3. The County's election of the form of benefit will be based on an interview with the retiree to collect information regarding the retiree's financial needs and/or retiree access to health care. The interview will be conducted by representatives of the Plan provider. At the option of the retiree, he or she may be accompanied by a representative of his or her collective bargaining unit. The County and/or Plan provider shall notify retiring employees of their right to have a Union representative present. The Benefit can only be paid to the retiring employee in one of the forms set forth in paragraph 6.3. Dane County will notify the retiring employee in writing (within the thirty (30) day time period identified above) of the election made by Dane County.

6.3 **Form of Payment:** Retiring employees who are eligible to receive a benefit under 5.1 and 5.3 will be paid the Benefit in one of the following forms, pursuant to the election made in paragraph 6.2:

- (a) Dane County shall make an annual contribution to the PRIME Trust, or the Medical Plan Trust (selected by the parties) for the benefit of the employee to pay for health, dental, and other insurance premiums and un-reimbursed medical expenses specified under Internal Revenue Code Section 213. The

annual contribution will be equal to the benefit under 5.5 above (if the retiree participates in the County health insurance plan) and an amount from the benefit under 5.1 and 5.2 above such that when combined with the benefit under 5.5, if applicable, will be equal to 135% of the annual cost of health and dental insurance premiums for County sponsored insurance for the retiree and dependent(s), if any. If the retiree chooses a non-County sponsored plan, the combined annual contribution will be equal to 135% of the annual cost of the health and dental insurance premiums for the retiree and dependent(s), if any, plus the amount of the plan deductible up to \$5,000 per person (\$10,000 maximum), annually. If the retiree's health and /or dental insurance premium cost increases during the calendar year, the retiree shall notify the County and the County will make a supplemental contribution from the benefits in 5.1 and 5.3 above equal to 100% of the additional premium amount for that calendar year. The annual contributions from the benefit under 5.5 will continue until the retiree reaches age 65. During the year that the retiree will reach age 65, the annual contribution under 5.5 will be prorated, and the contributions from 5.1 and 5.3 will continue until the benefit amount calculated in 5.1 and 5.3 is exhausted by the retiree or their qualified dependent beneficiaries. If the retiree participates in outside insurance, it is the responsibility of the retiree to notify the County and provide documentation of any premium change including annual increases.

The County shall notify the Plan Administrator about any premium changes no later than October 1 prior to the effective date of the premium increase. The Plan Administrator shall notify all retirees about specifics of the premium changes, if any, no later than October 31 prior to the effective date of any increase. Retirees must notify the County of any change in the plan(s) that they will enroll in by November 15 of the preceding year. If the County does not receive such notification, the annual contribution amount shall be based upon the plan(s) that they are currently in.

For retirees who defer their participation in the County's health and/or dental insurance plans, contributions will commence once the retiree begins participation in the County's health and/or dental plans. If a retiree initially defers participation in the County's health and/or dental plan, and during the deferral period, determines to never participate in the County's health and/or dental plans, then the County will begin making an annual contribution equal to 135% of the family HMO health plan and the family dental plan. Such contributions will commence upon notice by the retiree to decline coverage or at the end of 10 years following retirement, which ever comes first.

An annual contribution from 5.1 and 5.3 equal to 135% of the cost of the Single (HMO) premium shall be made for retirees who choose to defer their participation in the County's health and/or dental insurance plans.

If the retiree dies before the balance in 5.1 and 5.3 is exhausted and has no surviving spouse or dependents, the County will make a payment of the remaining balance to the retiree's estate. This distribution will be subject to income tax.

- (b) Dane County shall make a contribution equal to 100% of the amount calculated in 5.1 and 5.3 to the Retirement Plan Trust and/or 457(f) qualified deferred compensation plan (selected at Dane County's discretion) in the amount of the Benefit, which shall be paid to the retiring employee according to the terms of the selected plan. Said contribution shall be made no later than twenty-one (21) days following the date on which an employee retires.

7.0 Plan Administrator

Dane County is hereby designated as the Plan Administrator. The Plan Administrator shall have the authority to control and manage the operation and administration of the Plan, including the authority to make and enforce reasonable rules or regulations for the efficient administration of the Plan. The Plan Administrator shall give reasonable notice of the availability and terms of the Plan to employees and shall keep accurate records of all benefits paid under the Plan.

8.0 Miscellaneous

- 8.1 This Plan shall be constructed and enforced according to the laws of the State of Wisconsin, where Dane County is located.
- 8.2 This document is descriptive only, and is subject in all regard to the documents establishing the Medical Plan and the Retirement Plan.

If this program becomes unavailable for any reason or if the terms of the program change in a way that may result in additional costs to the employee or to the County, the parties will meet to renegotiate the provisions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this the _____ of _____, 2012.

FOR THE ASSOCIATION

FOR THE EMPLOYER

MEMORANDUM OF UNDERSTANDING
DANE COUNTY
AND THE
DANE COUNTY DEPUTY SHERIFFS' ASSOCIATION
SERVICE PATROL

Dane County and the Dane County Deputy Sheriffs' Association agree as follows:

Due to the unique nature of the Service Patrol assignment, officers assigned to service patrol will work a M-F schedule with arranged "union" days as per current practice.

Sample schedules are attached hereto. These schedules illustrate the practice.

The schedule shall apply only to officers assigned to the Service Patrol assignment.

This Agreement shall expire on December 15, 2012, but may be extended by agreement of the parties.

Renewed at Madison, Wisconsin this 20th day of December 2009
Renewed at Madison, Wisconsin this 16th day of December 2012

MEMORANDUM OF UNDERSTANDING
DANE COUNTY
AND THE
DANE COUNTY DEPUTY SHERIFF'S ASSOCIATION

Dane County and the Dane County Deputy Sheriff's Association agree as follows: In order to reduce personnel costs as well as to improve the members ability to schedule contractual time off, all replaceable 1st shift deputy's currently working a Monday through Friday assignment on a (5-2, 5-2, 4-3, 5-2, 5-3, 4-2) will work a Monday through Friday work schedule (5-2). Deputies will rotate "union" days off into pre-selected Monday-Friday 5-day blocks. The intent of this provision is to not increase nor decrease the annual number of work days for these Deputies. Selection of these 5-day blocks, also referred to as "union weeks", will be based upon Departmental Seniority and this selection will occur one time prior to the 2009 Vacation call-up. This schedule shall be implemented on December 22nd, 2008.

In the event a member enters one of these affected Monday through Friday positions through either the Lateral or Promotional process, they will be assigned to the "union week" rotation held by the person whose position they are filling.

Standard department procedures for Vacation Call-up and Trades shall remain in effect. Deputy's will be able to trade individual regular off days or full "union weeks" consistent with current day trade procedures that are in place. A Deputy's assigned union week will not limit that Deputy's ability to select specific vacation time.

This MOU will not apply to Civil Process and Civil Execution positions.

Members who are covered by this MOU shall receive upon request, credit (not pay) for two hours of OT worked per pay period in the Overtime Database.

This agreement shall expire on December 15th, 2012, but may be extended by mutual agreement of both parties.

FOR THE DCDSA:

FOR DANE COUNTY:

Renewed at Madison, Wisconsin this 16th day of December 2012

MEMORANDUM OF UNDERSTANDING
DANE COUNTY
AND THE
DANE COUNTY DEPUTY SHERIFFS' ASSOCIATION

Hiring New Employees:

In an effort to avoid laying off Deputies in 2011, the County agrees to suspend hiring new employees in 2011 in the event the County Executive institutes a general hiring freeze that does not exempt Deputy Sheriffs or imposes other extraordinary expenditure restrictions not currently required by the 2010 Budget at any time in 2010 in response to an unexpected deterioration of the County's fiscal situation.

MEMORANDUM OF UNDERSTANDING
DANE COUNTY
AND THE
DANE COUNTY DEPUTY SHERIFFS' ASSOCIATION

Layoff Notices

The union will be given 90 days prior notice before the County lays off any bargaining unit member as proposed in the Executive Budget issued on October 1 of each year.

The County will provide at least 30 days notice to the employee and the union prior to laying off any bargaining unit member outside of the Budget cycle with the reasons for the layoff stated in the notice.

MEMORANDUM OF UNDERSTANDING
DANE COUNTY
AND THE
DANE COUNTY DEPUTY SHERIFFS' ASSOCIATION

Retaliation Protection

The County agrees that there will be no retaliation against the Association or any bargaining unit member for engaging in protected, concerted activity during the negotiation and resolution of this labor contract.

DANE COUNTY COUNTERPROPOSAL
Dane County Law Enforcement Officers Association
WPPA

July 26, 2012

1. Part-time Employees (new). Establish a subcommittee to study, develop and make recommendations concerning use of part-time employees in the Sheriff's Office. Any modification(s) to the collective bargaining agreement the committee proposes shall be subject to the normal Association ratification requirements.

2. WRS Retirement and Wage Adjustment (2013 and 2014)
2013
 - a) Effective on the first day of pay period 1 of the 2013 payroll year (December 16, 2012), employees shall commence to pay the employee share of WRS at a rate of 2% of WRS earnings and employee wages shall be increased by 1.0 % across the board.

 - b) Effective on the first day of pay period 13 of the 2013 payroll year (June 2, 2013), the employee contribution to the WRS employee share shall increase by an additional 2% of WRS (a total of 4% of WRS earnings) and employee wages shall be increased by 2.0% across the board.

 - c) Effective on the last day of pay period 26 of the 2013 payroll year (December 14, 2013), employees shall increase their contribution rate to pay the remainder of the employee share of WRS (expressed as a percentage of WRS earnings), and employee wages shall be increased by the same amount across the board plus 1.0%.
2014
 - a) There shall be a limited reopener on wage adjustments for 2014. The parties agree to meet on or before October 1, 2013 to bargain 2014 wages. If the parties do not reach a voluntary agreement, they may avail themselves of the process available under Section 111.77 to resolve their dispute.

3. Uniform Allowance (Article XI) . The parties agree that members of the bargaining unit will forego (not receive) the first installment of the uniform allowance for 2013. The second installment will be paid as provided resulting in unit members receiving one-half of the uniform allowance for 2013. Thereafter the parties hereto agree to convert the uniform allowance to a voucher system beginning in 2014 with the details to be worked out in negotiations between the parties at the department level subject to the approval of the Association Board. The parties agree the intent of creating a voucher system is to not limit employees' ability to procure uniform and other clothing items currently available to them nor to reduce the amount of the individual uniform allowance without mutual consent. If the parties are unable to reach an agreement regarding the voucher system, the uniform allowance will remain unchanged for remainder of the term of the agreement.

4. AEC Assignments and Supplemental Work Assignments (Section 7.21) Revise to read:

(a) Deputies Assigned to the Alliant Energy Center. When sworn on-duty Law Enforcement Officers are requested for Special Duty Assignments- i.e., duty that does not constitute a “call for service”- by the Alliant Energy Center or by any organization conducting business at the Center and its related properties or at any of those related properties, such Non-Supervisory Law Enforcement services shall be performed by members of the bargaining unit in accordance with the provisions of Article 7.11 of this agreement. Assignment of Association members may be part of their normal work shift or on overtime.

(b) Supplemental Work Assignments. All supplemental work assignments are subject to approval of the Sheriff or designee. The hourly rate to be paid to the Deputy for such approved supplemental work shall be not less than \$25.00per hour. Future adjustments to this rate will be made by mutual agreement of the parties. Supplemental work assignments are voluntary.

5. Worker's Compensation (Section 13.05).

13.05 Worker's Compensation. In the event that an employee covered by this Agreement is injured while at work and as a consequence of said injury receives Worker's Compensation disability pay, said employee shall receive his Worker's Compensation payment plus such supplemental payment so that the total of his Worker's Compensation and supplemental pay will equal his full pay at the same rate as he was paid prior to such injury or disease for a period not to exceed 180 calendar days. These provisions are subject to the following restrictions:

(a) In the event that a Worker's Compensation claim is contested, Worker's Compensation and supplemental pay by the County shall be held up until the claim is settled or an award made by the State at which time the employee shall be entitled to receive in a lump sum all his Worker's Compensation plus supplemental pay accumulated since the date of his first absence due to the injury or disease.

(b) During the period when an employee is entitled to full pay by the Employer under the provisions of this section there shall be no deductions from sick leave allowance, overtime allowance, or vacation credit of such employee.

(c) After one hundred eighty (180) calendar days if the employee has a sick leave balance, the employee has the option of supplementing Worker's Compensation up to a full paycheck as long as a sick leave balance remains. If the employee exercises the option to supplement Worker's Compensation, such election shall last for the duration of the Worker's Compensation leave or until the sick leave balance is exhausted. The Employee will continue to remain on the payroll and will continue to receive health and dental insurance. If the employee returns to regular FTE status, the employee will have his/her longevity credits restored for the period of supplementation.

6. School Attendance (Section 7.12) Substitute the following for the last sentence.

The Employer shall continue to provide electronic access to law enforcement training information for schools, workshops, and duly authorized law enforcement conferences.

7. Work Schedule (Section 7.03)

All Sheriffs employees in the collective bargaining unit shall have a thirty-seven and one-half (37.5) hour workweek. Wherever possible, work schedules for all Sheriffs employees in the bargaining unit shall consist of a 6-3 work cycle; if not possible, such as for persons who work Monday through Friday, a repeating 5-2, 5-2, 4-3, 5-2, 5-3,4-2 schedule shall be followed but consisting of a thirty-seven and one half (37.5) hour work week. Deviations in such daily work hours may be made without provisions of 14.01 applying provided appropriate notice is given. Appropriate notice shall mean by the preceding 11:00 p.m. for the first shift, by the preceding 7:00 a.m. for second shift or by the preceding 3:00 p.m. for the night shift. Members of a designated Team may have their hours changed for prescheduled Team work assignments with 72 hours notice. This provision shall be limited to "Mifflin Street Block Party", "State Street Halloween Event" and any other event mutually agreed upon by the parties.

8. Training Officer Pay (Section 7.10)

Personnel assigned to either the Field Training Officer, Jail Training Officer or Bailiff Training Office position shall receive .2 hours of compensatory time for each one (1) hour period served as a Field Training Officer, Jail Training Officer or Bailiff Training Officer.

9. Vacation Bank Cap (Section 12.07(a). Increase by 24 hours. Language to read:

(a) Employees are entitled to contribute up to five hundred and thirty six (536) hours of vacation time to a Vacation Bank.

10. Supplemental Sick Leave Bank (new) Incorporate new Section 15.01 (c) to read:

15.01 (c) Supplemental Sick Leave Bank

(c). If an employee has reached the maximum number of hours allowed for conversion at retirement (the "cap"), the County will automatically deposit unused, accrued sick leave hours above the cap into a supplemental sick leave bank at the end of each payroll year. The hours deposited in the supplemental sick leave bank may be used during any absence caused by a medical condition that would be covered under the Family and Medical Leave Act (FMLA). The condition must be confirmed in writing by the employee's treating physician, but the County will not require employees to submit the Health Care Provider Certification required for an FMLA leave. Employees may use the supplemental sick leave bank even if they have exhausted the number of hours available under the limitations of the FMLA during a rolling calendar year. The number of hours deposited in the supplemental sick leave bank shall be limited to 480 hours.

Also amend Section 15.01 (b) to read:

The maximum accumulation of sick leave shall not exceed one thousand seven hundred hours on the last day of each contract year.

11. Fitness Program (new):

Establish a subcommittee of employees and management to study, develop and make recommendations concerning a fitness program for members of the department.

12. Additional Vacation Time. Add two (2) days to each employee' vacation bank effective at 11:59 p.m. on the day the contract expires (December 13, 2014). These days may not be used or cashed during the term of the contract, but may be cashed out on a prorated basis if an employee retires during the term of the contract.

13. Terminations (Article XXIV, first paragraph)

This Agreement shall become effective as of December 16, 2012, and shall remain in full force and effect until and including December 13, 2014. This Agreement shall be automatically renewed from year to year thereafter, unless negotiations are initiated by either party prior to September 1 of any given year. However, nothing said herein, shall prevent the parties from altering or amending, at any time, any part hereof by mutual consent.

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