AGREEMENT

Between

OCONTO COUNTY

And

OCONTO COUNTY SHERIFF’S DEPARTMENT SUPERVISORS

January 1, 2018 to December 31, 2019
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Article</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agreement</td>
<td>3</td>
</tr>
<tr>
<td>Article 1, Work Schedule</td>
<td>3</td>
</tr>
<tr>
<td>Article 2, Grievance Procedure</td>
<td>3</td>
</tr>
<tr>
<td>Article 3, Retirement</td>
<td>4</td>
</tr>
<tr>
<td>Article 4, Health and Dental Insurance</td>
<td>4</td>
</tr>
<tr>
<td>Article 5, Life &amp; Disability Insurance</td>
<td>5</td>
</tr>
<tr>
<td>Article 6, Vacations</td>
<td>5</td>
</tr>
<tr>
<td>Article 7, Sick Leave</td>
<td>6</td>
</tr>
<tr>
<td>Article 8, Bereavement Leave</td>
<td>6</td>
</tr>
<tr>
<td>Article 9, Holidays</td>
<td>7</td>
</tr>
<tr>
<td>Article 10, Worker's Compensation</td>
<td>7</td>
</tr>
<tr>
<td>Article 11, Longevity Pay</td>
<td>7</td>
</tr>
<tr>
<td>Article 12, Uniform</td>
<td>8</td>
</tr>
<tr>
<td>Article 13, Damage to Personal Property</td>
<td>9</td>
</tr>
<tr>
<td>Article 14, Court Time/Call Time</td>
<td>9</td>
</tr>
<tr>
<td>Article 15, Training</td>
<td>10</td>
</tr>
<tr>
<td>Article 16, Rules &amp; Regulations</td>
<td>10</td>
</tr>
<tr>
<td>Article 17, Mutual Aid</td>
<td>10</td>
</tr>
<tr>
<td>Article 18, Wages</td>
<td>10</td>
</tr>
<tr>
<td>Article 19, Term of Agreement</td>
<td>10</td>
</tr>
</tbody>
</table>
AGREEMENT

THIS AGREEMENT is made and entered into according to the provisions of Section 111.70(8) of the Wisconsin Statutes, with Oconto County as the Employer (County) and the Supervisors of the Oconto County Sheriff’s Department (hereinafter referred to as the "Supervisors").

ARTICLE 1
WORK SCHEDULE

The lieutenants shall work a 2 on/2 off, 3 on/2 off, 2 on/3 off, (14 day cycle) with twelve (12) hour work shifts. Time beyond the forty-two (42) hours per week shall be compensated at time and a half or such time shall be credited to a compensatory time account to a maximum of two hundred forty (240) hours at the option of the Supervisor. The supervisor shall have the option of cashing out the accumulated compensatory time at any time in any and all compensatory time shall be closed off upon the retirement of any supervisor.

Upon a two (2) day notice, lieutenants may have a work shift switched from day to night for no shorter than one (1) work period [three (3) days or two (2) days] to accommodate the Director of Police Services taking a day shift to fill in for illness, vacation or other anticipated absences of lieutenants.

ARTICLE 2
GRIEVANCE PROCEDURE

The County shall have the right to suspend, discharge or take other disciplinary action against supervisors for just cause.

Disputes regarding any disciplinary action, suspension or discharge may be submitted to grievance arbitration under the following procedure:

Step 1. The grievance shall be in writing and shall be filed with the Sheriff within ten (10) working days after the supervisor knew or should have known of the event which took place causing said alleged grievance. The Sheriff shall respond in writing to said grievance within ten (10) working days and shall furnish copies of said response to the grievant.

Step 2. In the event the grievance has not been settled, the grievant may appeal the Sheriff's decision to the Personnel and Wages Committee; the same to be filed with the Sheriff and Administrative Coordinator in writing ten (10) working days after the decision of the Sheriff. The Personnel and Wages Committee shall make and file its written decision within ten (10) working days; written copies of the same are to be furnished to the grievant.
Step 3. If the grievance is not settled under Step 2, the grievant may request that the same be submitted to arbitration; said request shall be in writing and shall be filed with the Administrative Coordinator of Oconto County and the Chairman of the Personnel and Wages Committee within ten (10) working days after the decision of the Personnel and Wages Committee.

Step 4. The request for arbitration shall be made with the WERC by the Supervisors to have a member of its staff appointed as the arbitrator to hear the case. The arbitrator’s award shall be final and binding upon both parties and the arbitrator shall have no authority to alter in any way or add to the provisions of the Agreement. Each party shall bear equally the cost of the arbitrator.

ARTICLE 3
RETIREMENT

The County will participate in the Wisconsin Retirement System for the employees. Employee’s shall pay the entire employee-required WRS contribution established for protective occupation participants with Social Security, but no more than the general employee contribution rate, as set forth in Wis. Stat. § 40.05(1)(a).

ARTICLE 4
HEALTH AND DENTAL INSURANCE

The County agrees to pay fifty percent (50%) of the cost of the family or employee plus one coverage premium of the Dental Insurance Program as adopted by the County Board; and 100% of the cost of the single subscriber premium for all employees covered by this Agreement.

The County agrees to pay ninety percent (90%) of the monthly premium of the Medical Insurance Plan as adopted by the County Board.

The County will establish a Section 125 Flexible Spending Plan and contract with a third party administrator to administer the plan.

Upon retirement of an employee pursuant to the Wisconsin Retirement System, the employee, spouse or dependent(s) or surviving spouse and dependent(s) of employees who have died during the course of their employment with the County will be eligible to participate in the County's health and dental program until the employee or spouse is eligible for Medicare or other group coverage. The County shall contract with an insurance carrier, which provides benefits to retirees; however, if no insurance carrier will cover retirees, the County shall not be responsible to provide insurance benefits to retirees. The total premium of this coverage’s will be the responsibility of the retiree or spouse.
ARTICLE 5
LIFE & DISABILITY INSURANCE

The Employer agrees to provide life insurance, under the Wisconsin Public Employees Group Life Insurance Plan, with supplemental and additional life coverage with a twenty-five percent (25%) post age sixty-five (65) final benefit.

The County agrees to adopt the State of Wisconsin Long Term Disability Income plan with a ninety (90) day waiting period.

ARTICLE 6
VACATIONS

All supervisors shall be eligible for vacation as of January 1 of each year. Newly hired supervisors from outside the County shall be given a prorated vacation for months worked prior to January 1, however, said new supervisors shall not be eligible for vacation in the event he/she quits or is discharged prior to January 1 of his/her first year of employment. To adjust all vacations on a calendar year basis as of January 1st and for the purpose of computing earned vacation time, any initial employment of less than four (4) months shall not be credited as a part of service, however, employment of four (4) months or more shall be credited as a full year of service. Employees may carry over one (1) week of unused vacation on a yearly basis.

Lieutenants shall be entitled to the following vacations:

Five (5) days after one (1) year of service [sixty (60) hours].

Ten (10) days after two (2) years of service [one-hundred twenty (120) hours].

Twelve (12) days after seven (7) years of service [one hundred forty-four (144) hours].

Sixteen (16) days after fifteen (15) years of service [one hundred ninety-two (192) hours].

Twenty (20) days after twenty-five (25) years of service [two-hundred forty (240) hours].

Twenty-one (21) days after twenty-six (26) years of service [(252) hours].

Twenty-two (22) days after twenty-seven (27) years of service [(264) hours].

Twenty-three (23) days after twenty-eight (28) years of service [(276) hours].

Twenty-four (24) days after twenty-nine (29) years of service [(288) hours].

Twenty-five (25) days after thirty (30) years of service [(300) hours].

Vacations shall be taken within department needs and such shall be allocated on the basis of seniority in the department among lieutenants, to be scheduled by the Sheriff. A vacation day for Sheriff’s lieutenants shall be twelve (12) hours.
ARTICLE 7
SICK LEAVE

Lieutenants will be granted sick leave at a rate of one (1) day (12 hours) for each month of service to a total of ninety (90) days (1080 hours).

Sick leave may be used by the lieutenants for appointments for the doctor, dentist, osteopath, chiropractor or optometrist or for illness in the immediate family, defined as spouse and children. Any supervisor who has accumulated the maximum amount of sick leave hours according to this section of the Agreement and maintains the maximum amount of sick leave for one (1) full year (from the date the maximum hours are earned) shall be paid according to the following schedule for each year that the maximum amount of sick leave is maintained.

Any lieutenant who has accumulated maximum sick leave for one (1) full year from the date the maximum hours are earned shall be paid sixty (60) hours pay for each year that the maximum amount of sick leave is maintained.

In order to be granted sick leave, a supervisor must:

1. Report promptly to the Sheriff or chief deputy the reason for his absence.
2. Keep the Sheriff or chief deputy informed of his/her condition.
3. Permit the County to make such medical examinations or nursing visits as it deems desirable.

A sick day for a regular full-time Sheriff’s lieutenant shall be twelve (12) hours.

Upon the supervisors retirement under the Retirement Act of the State of Wisconsin all accrued sick leave shall be put into a post-employment health plan with such funds being used for insurance payments at the group rates and any other medical expenses which are allowable under the guidelines specified in such post-employment health plan.

ARTICLE 8
BEREAVEMENT LEAVE

Employees are to be allowed to take up to three (3) days funeral leave with pay in the event of death in the immediate family for the purpose of planning or attending the funeral.

Immediate family shall be defined as: spouse or the following relative of the employee or spouse - children, step-children, parents, step-parents, parents-in-law, grandparents, grandchildren, step-grandchildren, brothers, step-brothers, sisters, step-sisters, brothers-in-law and sisters-in-law.

An employee is to be granted funeral leave with pay for the purpose of attending the funeral of a member of the employee's extended family. Said leave is not to exceed one (1) day for any one funeral.
Extended family shall be defined as: great grandparents, aunts, uncles, nieces, nephews, and foster children residing with the employee.

Employees who have accumulated sick leave may convert one day of earned sick leave to funeral leave in the event of death not covered above.

If additional funeral leave is necessary, an employee may use other leaves, such as sick, vacation or comp time, if approved by the department head.

**ARTICLE 9**

**HOLIDAYS**

Supervisors shall be granted the following holidays:

- One Floating Holiday
- New Year’s Day
- Friday before Easter
- Easter
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- Christmas Eve
- Christmas Day

The supervisors shall have the option to receive compensatory time off in lieu of being paid for any holiday. If a lieutenant is required to work on a holiday, he/she shall receive time and one-half (1-1/2) for time worked. Compensatory time off shall be taken within departmental needs as designated by the Sheriff.

Supervisors shall notify the Sheriff two (2) weeks prior to taking the Floating Holiday. A holiday for lieutenants shall be twelve (12) hours.

**ARTICLE 10**

**WORKER'S COMPENSATION**

Any supervisor who is injured on the job and entitled to worker's compensation benefits shall receive his/her normal weekly pay based on a normal work week provided that, in return for receipt of such pay, he/she endorses over to the Employer his/her worker's compensation benefit checks. However, it is mutually agreed that this provision applies only to those supervisors who are injured in the course of their employment and who, as a result of such injury, are disabled from work for a period of at least thirty (30) days. The Employer shall commence paying the injured supervisor his/her normal weekly pay on the 31st day of the supervisor's disability, up to and included the 90th day of the supervisor's disability.

**ARTICLE 11**

**LONGEVITY PAY**

After five (5) years of service, each supervisor shall receive longevity pay in the amount equal to three percent (3%) of his monthly wage multiplied by the number of years of service of each supervisor. Such longevity pay shall be paid on the anniversary of said supervisor's date of employment in each year. Effective January 1, 2019, the max amount of longevity is $5,000.
ARTICLE 12
UNIFORMS AND EQUIPMENT

Patrol vehicles shall be equipped with air conditioning and other equipment deemed necessary by the Sheriff to safely perform the duties of a Deputy Sheriff.

All sheriff deputies shall be responsible for being properly dressed and equipped when functioning as a Deputy Sheriff. The Sheriff shall determine and advise deputies of all required uniform items and equipment necessary to function as a deputy. Deputies are responsible for maintaining their uniforms and equipment in a satisfactory condition. Uniformed deputies are required to wear bullet resistant vests at all times while on duty with limited exceptions as authorized by the Sheriff or his designee.

Initial Issue/Annual Allowance: The County will provide new full time and part-time deputies with the uniform and equipment items listed below at the time of hire. Effective January 1, 2019 the following applies; New deputies shall receive fifty ($50.00) dollars for the maintenance of issued uniforms in January beginning the second calendar year with the Department. Thereafter, all bargaining unit employees shall receive $400.00 per year, the same to be used for uniforms or work-related equipment ordered through a Sheriff’s Office sponsored purchasing period. Any unexpended funds following the Sheriff’s Office sponsored purchasing period shall be paid on the second payday thereafter. “For example, a new deputy hired on February 1, 2018 will receive a uniform allowance of $50 in January 2019 and eligible for the uniform allowance of $400 in January 2020”. All Deputies hired before January 1, 2018 are eligible for the full allowance on January 1, 2019. Deputy Sheriffs or Investigators required to work in civilian clothes shall also receive the uniform and maintenance allowance as outlined in this section.

The items listed below are subject to change depending upon Sheriff’s Office policies and procedures. Items furnished by the County at the time of hire:

<table>
<thead>
<tr>
<th>Column 1</th>
<th>Column 2</th>
<th>Column 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>2-Long sleeve patrol shirts</td>
<td>1-Duty weapon</td>
<td>1-Holster (w/tac-light)</td>
</tr>
<tr>
<td>2-Short sleeve patrol shirts</td>
<td>3-Magazines</td>
<td>1-Double mag holder</td>
</tr>
<tr>
<td>2-Pair class A pant</td>
<td>1-Weapon mounted light</td>
<td>1-Handcuff case</td>
</tr>
<tr>
<td>2-Pair class B pant</td>
<td>1-Taser</td>
<td>1-OC case</td>
</tr>
<tr>
<td>1-Pair black duty boots</td>
<td>1-Expandable baton</td>
<td>1-Radio holder</td>
</tr>
<tr>
<td>1-Tie</td>
<td>2-Handcuffs w/keys</td>
<td>1-Flashlight ring/holder</td>
</tr>
<tr>
<td>1-Felt hat</td>
<td>1-Leg irons</td>
<td>1-Key holder</td>
</tr>
<tr>
<td>1-Winter hat</td>
<td>1-Bullet resistant vest</td>
<td>4-Belt keepers</td>
</tr>
<tr>
<td>1-Rain coat</td>
<td>(unexpired)</td>
<td>1-Duty belt (w/inner)</td>
</tr>
<tr>
<td>1-Winter coat/parka-no leather</td>
<td>4-Badges</td>
<td>black – no leather</td>
</tr>
<tr>
<td>1-Mild weather coat- no leather</td>
<td>2- Shirt</td>
<td>1-Glove holder</td>
</tr>
<tr>
<td>2-Name tags</td>
<td>1-Wallet</td>
<td>1-Taser holder</td>
</tr>
<tr>
<td>2-Collar pins</td>
<td>1-Hat</td>
<td>1-Baton holder</td>
</tr>
<tr>
<td></td>
<td>Patches and insignia</td>
<td>2-Traffic Safety Vests</td>
</tr>
</tbody>
</table>

The County will repair or replace the items in Column 2 and Column 3 as deemed necessary by the Sheriff or his designee provided that such repair or replacement is not the result of misuse or abuse by the Deputy.
Damage to Uniform or Personal Property In The Line Of Duty: Uniforms, equipment and personal items damaged in the line of duty may be replaced or repaired by the County upon submitting a written request to the Sheriff, or his designee.

Return of Uniforms and Equipment: All items provided to deputies by the County as part of the initial uniform and equipment issue or otherwise shall remain the property of the County. If a Deputy resigns, retires or has his or her employment with the County terminated for any reason, all uniform and equipment items provided to the deputy must be returned to the County.

ARTICLE 13
DAMAGE TO PERSONAL PROPERTY

Employees will be reimbursed for the cost of replacement of clothing (actual cost), watches (up to $100), jewelry (up to $100.00), eyeglasses and hearing aids damaged or destroyed in the line of duty (actual cost), and not attributable to the negligence of the employee.

ARTICLE 14
COURT TIME / CALL TIME

Court Time: Employees shall be compensated for a minimum of two (2) hours pay at the overtime rate for any scheduled court appearance which is canceled, or for any reason the officer is not required to appear, unless notified of such cancellation or the fact that it is not necessary to appear prior to 6:00 p.m., of the employee's last regular working day before such scheduled court appearance.

Call Time Pay: When an employee is either called in or ordered in to work outside their regular schedule of hours, they shall receive call time pay of two (2) hours straight time, plus pay for actual time worked. This section will not apply if for a scheduled patrol deputy shift, or if the employee is given notice at least 48-hour before the start of his/her regular shift.

ARTICLE 15
TRAINING

The County shall offer a minimum of forty (40) hours of law enforcement related training per year per officer. The determination as to courses and the scheduling of the same shall be made by the Sheriff or Chief Deputy.

- A single day training event of eight (8) or more hours occurring on an employee’s scheduled workday shall be considered a “day for day”.
- A single day training event not on an employee’s scheduled workday or resulting in more than the employees normally scheduled workday hours, shall be paid as actual time worked and subject to the overtime provisions.

Deputies who attend school and take accredited Police Science related courses on their own time shall have the cost of tuition and class fees reimbursed by the County upon successful completion of each course. Reimbursement rates shall not exceed the bachelor credit rate of the UW System or the rate of Wisconsin Technical College System

In order to be eligible for and maintain promotion, a deputy must attend a minimum of forty (40) scheduled hours of school or training per year in each of the previous five (5) years and in subsequent years. The Chief Deputy shall discuss training programs with Union representatives prior to establishing the programs for the upcoming year.
ARTICLE 16
RULES AND REGULATIONS
The rules and regulations for the Oconto County Sheriff's Office shall be as set forth in the "Rules and Regulations Governing Oconto Sheriff Office."

ARTICLE 17
MUTUAL AID PAY
Time worked outside of the supervisors' regular work schedule for other municipalities is a part of a mutual aid arrangement shall be compensated at time and one-half (1-1/2).

ARTICLE 18
WAGES

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Pay Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>12-25-16</td>
<td>$29.64</td>
</tr>
<tr>
<td>01/07/18</td>
<td>$30.23</td>
</tr>
<tr>
<td>01/06/19</td>
<td>$30.83</td>
</tr>
<tr>
<td>Shift Rates</td>
<td>.65 per hour for worked performed between the hours of 6 pm and 6 am</td>
</tr>
</tbody>
</table>

ARTICLE 19
TERM OF AGREEMENT

THIS AGREEMENT shall be binding upon the parties effective from the first day of January, 2018 to and including the 31st of December, 2019. If any party desires to negotiate any changes in this Agreement to become effective after the end of the term thereof, or any extension thereof, they shall notify the other parties in writing of their desire to enter into such negotiations prior to July 15th of the year in which the Agreement terminates.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the June 21, 2018

OCONTO COUNTY

[Signature]
Chairman of the Board

[Signature]
County Clerk

[Signature]
County Administrative Coordinator

SHERIFF SUPERVISORS

[Signature]
Lt. Walt Rooney