

LABOR AGREEMENT

BETWEEN

MARINETTE COUNTY, WISCONSIN

And

MARINETTE COUNTY DEPUTY SHERIFF'S ASSOCIATION

**LOCAL OF THE WISCONSIN PROFESSIONAL POLICE ASSOCIATION
LAW ENFORCEMENT EMPLOYEE RELATIONS DIVISION**

January 1, 2013 through December 31, 2015

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ARTICLE 1 - AGREEMENT, SCOPE AND PURPOSE

1.01 Agreement

This Agreement is made and entered into by and between Marinette County, Wisconsin, hereinafter referred to as the "Employer" and the Marinette County Deputy Sheriff's Association, Local of the Wisconsin Professional Police Association, hereinafter referred to as the "Association".

1.02 Separability

Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement. In the event that any clause or clauses shall be found by a court or administrative agency of competent jurisdiction to be in violation of any federal or state laws, such clause or clauses, only to the extent that they may be in violation, shall be unenforceable without impairing the validity and enforceability of all other provisions, which shall remain in full force and effect for the duration of this Agreement.

In the event that any article or section is held to be invalid, or enforcement of or compliance with which has been restrained, the parties shall enter into immediate collective bargaining negotiations upon request of either the Association or the County, for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint. Impasse in such negotiations shall be subject to the full provisions of Sec. 111.77 of Wis. Stats.

1.03 Scope

This Agreement constitutes the entire Agreement between the parties and no verbal statements shall supersede any of its provisions. Any supplemental amendment or agreement shall not be binding upon either party unless executed in writing by the parties to this Agreement.

The parties further acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining; and that the understandings and agreements arrived at by the parties after the exercise of that right are as set forth in this Agreement. Each party voluntarily and unqualifiedly waives the right to and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement to the extent that such matters were the subject of the negotiations which led to the adoption of this Agreement.

1.04 Purpose

The County Sheriff Department has been established to serve the public in providing a safe and well-protected community. This Agreement is entered into by the parties for the general purpose of promoting the mutual interests of the County and its Employees; to maintain cooperation and understanding between the parties; to improve Employee efficiency; and to improve the quality of services rendered to the County and public. The following set of working principles and regulations have been agreed upon in order to establish working procedures under orderly construction of working employment relations, to maintain a uniform scale of wages, working conditions and hours of work; and, to facilitate a peaceful adjustment of all grievances, which may arise between the Employer and Employees. In the spirit of maintaining harmonious relations, the parties to this Agreement will cooperate fully to secure the promotion and achievement of these purposes.

1.05 Recognition

The Employer hereby recognizes the Association as the exclusive bargaining agent for all regular full-time and all regular part-time deputy sheriffs of the Marinette County Sheriff's Department, excluding the Sheriff, Chief Deputy, and Lieutenants, for the purpose of collective bargaining on all matters pertaining to wages, hours and working conditions of employment. The Employer further recognizes that all Employees in the bargaining unit have the right to self-organization and the right to be represented by the designated representatives of their choice

1.06 Equal Opportunity

The parties to this Agreement shall not engage in any act of employment discrimination as specified by Wisconsin or Federal law against any individual on the basis of age, race, creed, color, handicap, marital status, sex, national origin, ancestry, sexual orientation, arrest record or conviction record, and such persons shall receive the full protection of this Agreement. Wherever in this Agreement one gender is used, it shall include the opposite gender and the singular shall include the plural, where applicable.

ARTICLE 2 - REPRESENTATION AND MANAGEMENT RIGHTS

2.01 Association Representation

The Association shall be represented in all bargaining or negotiations with the County by such representatives, as the Association shall designate. It is the responsibility of the Association to notify the Employer in writing of all present officers and Representatives and of any changes, which may occur during the course of this agreement.

2.02 Employer Representation

The Employer shall be represented in bargaining or negotiations by such representation as the County shall designate.

2.03 Management Rights

The Employer possesses the sole right to operate County government and all management rights repose in it, subject only to the provisions of this Agreement and applicable law. These rights include, but are not limited to, the following:

- A. To direct all operations of the County; to maintain the efficiency of County operations; to determine the table of organization; to establish and enforce reasonable uniform rules of work, conduct, safety and schedules of work;
- B. To manage and direct the work force; to make assignments of positions; to determine the size and composition of the work force; to determine the work to be performed by Employees; to determine the competence and qualifications of Employees;
- C. To uniformly enforce reasonable minimum standards of performance; to establish procedures and controls for the performance of work; to hire, promote, transfer, assign or retain Employees subject to the terms of this Agreement; to suspend, discharge, or take other appropriate disciplinary action against Employees for just cause; to determine the fact that overtime work is necessary and the composition of the force to complete such work; to lay-off Employees in the event of lack of work or funds, or under conditions where continuation of such work would be inefficient and non-productive;
- D. To introduce new or improved methods or facilities; or to change existing methods or facilities; to terminate or modify existing positions, operations or work practices; to consolidate existing positions, departments or operations;
- E. To determine the kinds and amounts of services to be performed as pertains to County operations; and, the number and kinds of classifications to perform such services;
- F. To take whatever reasonable action is necessary to carry out the functions of the County in situations of emergency;
- G. To subcontract work, provided that no present Employee shall be laid off or suffer a reduction of hours as a result of subcontracting.

2.04 Association Rights

Nothing herein contained shall divest the Association from any of its rights under Wis. Stats. Sec. 111.70 as amended.

ARTICLE 3 - ASSOCIATION ACTIVITIES

3.01 Association Activities

The Association agrees to conduct its business outside of working hours to the extent possible. This Article shall not operate as to prevent a Representative or officer from the proper conduct of any grievance, in accordance with the procedures outlined in this Agreement, nor to prevent routine business such as posting of Association notices. Business representatives may contact members at reasonable times. The Employer agrees not to deduct such reasonable time from the pay of such Employees.

3.02 Bargaining Representative

The Association will furnish the Employer with a written list of members of the Employee Bargaining Committee prior to the first bargaining meeting and may change members by written notice if necessary.

Up to four (4) Employee members of the Bargaining Committee will be paid by the Employer for time spent in negotiations with the Employer, but only for the straight-time hours they would otherwise have worked on a regularly scheduled shift. Any member of the committee not scheduled to work shall receive no compensation for time spent bargaining. Employees shall return to their regular place of work after bargaining has concluded, provided that there is time remaining in the regularly scheduled shift. Should bargaining continue beyond the Employee's scheduled shift, the Employer will pay no overtime for this period. This provision shall also apply to Employees required to appear during the course of grievance hearings.

3.03 Bulletin Boards

The Employer shall provide the Association with a bulletin board adequate for the posting of proper notices of the Association regarding meetings and other official business.

ARTICLE 4 - SENIORITY

4.01 Seniority Defined

A. Bargaining Unit Seniority

Bargaining unit seniority shall be defined as the amount of time an Employee has accrued while continuously represented under the terms of this or previous Association Agreements as a Marinette County deputy sheriff

B. Division Seniority

Employees will have division seniority within one of the following areas: Patrol or Investigation. Division seniority shall be the length of time spent in a division. Time spent in the last division shall also be counted if the Employee is demoted or transferred involuntarily.

C. Sergeant Shift Selection

Sergeant seniority shall begin on the date of promotion to the position of Sergeant.

4.02 Application of Seniority

The Employee with the greatest bargaining unit seniority will be given preference over those with less seniority. Bargaining unit seniority shall be used for overtime and vacation selection as provided within this Agreement. Division and Sergeant seniority shall be used only for shift selection.

4.03 Termination of Seniority and Employee Benefits

Seniority and all Employee benefits except accrued vacation that may be due shall cease upon any of the following:

- A. Termination for just cause without subsequent reinstatement.
- B. Voluntary employment termination.
- C. Absence from work without prior notification or explanation that is deemed satisfactory by Employer.
- D. Continuous layoff for twelve (12) consecutive months or continuous layoff for a period of time equal to employee seniority, whichever is less.
- E. Failure to return to work within five (5) calendar days of receipt of notice of recall from layoff. Notice to return to work shall be by registered or certified mail. It is the responsibility of Employees to insure Employer is notified of Employee's correct address at all times.
- F. Illness or injury in excess of eighteen (18) consecutive months.

4.04 Seniority List

The Employer shall keep and maintain a mutually agreed upon seniority list of all Employees having seniority rights. This list will be open for inspection by a properly designated Association representative at all reasonable times.

4.05 Permanent Layoff

In the event of permanent discontinuation of a position, the employer will give written notice to the association not less than thirty (30) calendar days prior to the last day the position will exist.

ARTICLE 5 – NEW POSITIONS, VACANCIES

5.01 New Positions, Vacancies

- A. Initial hire shall be conducted under procedures set forth in Chapter 5 of the Marinette County Code.
- B. Promotion Procedure

Vacancies in deputy positions above the entrance level shall be filled through a competitive examination process which shall be open only to deputies in the department who meet established position qualifications, provided that if there are not at least three (3) deputies who meet the qualifications, the examination will then be open to applicants who are not members of the department. Any applicant who does not pass the written examination shall be disqualified. The chief examiner shall determine the composite score and certify an eligible list based on the following criteria:

- 1. Written examination: twenty (20) percent
- 2. Oral interview: twenty (20) percent
- 3. Formal education: fifteen (15) percent
- 4. Performance and employment history: twenty-five (25) percent
- 5. Marinette County Sheriff's Department employment seniority: twenty (20) percent

Promotion opportunities shall be posted for 14 calendar days and the original shall be posted within the Law Enforcement Center for all Employees to view and/or sign. Promotion shall be conducted as set forth in Chapter 5 of the Marinette County Code.

ARTICLE 6 – INSURANCE: HEALTH, DENTAL AND LIFE

6.01 Health and Dental Insurance

Employees shall be eligible for health and dental insurance coverage after thirty (30) days of employment with the County, to be effective the first of the month following the first full month of employment. The County shall pay 85 percent of the per month premium for single and family coverage under the group health and dental insurance plan premiums in 2013, the remaining 15 percent of the premiums shall be paid by the employee through payroll deduction. In calendar years 2014 and 2015 the County shall pay the same percentage towards the per month cost for single and family coverage under the group health and dental insurance plans as the County contributes for non-bargaining employees. In those years, the employee shall pay the employee share monthly percentage the same as non-bargaining employees capped at 20% of the monthly premium. Employees participating annually in the County sponsored health risk assessment shall receive an incentive premium reduction and shall pay 12.5 percent of the health and dental insurance premium in each year of this agreement. In the event the County does not offer a health risk assessment, employees paying 12.5 percent the previous year will continue to pay 12.5 percent of the monthly premium. In addition to the bargained health

and dental insurance plan the Employer may offer as many or as few additional health and dental insurance plans as deemed appropriate by the Employer.

- A. **Deductible and Out-of-Pocket:** The deductible shall be Three Hundred (\$300.00) for a single health insurance plan and Six Hundred Dollars (\$600.00) for a family health insurance plan. Separate deductibles apply for out of network. The out of pocket shall be Three Hundred Fifty Dollars (\$350.00) in-network and One Thousand Five Hundred Dollars (\$1500.00) out-of-network for a single health insurance plan and Seven Hundred Dollars (\$700.00) in-network and Three Thousand Dollars (\$3000.00) out-of-network for a family health insurance plan.
- B. **Out of network co-insurance:** 30% shall be paid by employee until out of network out of pocket amounts have been satisfied.
- C. **Emergency Room Co-Pay:** In addition to deductible and coinsurance a co-pay of \$50.00 will apply to each and every emergency room visits. Emergency room co-pay will be waived if emergency room visit results in hospital admittance.
- D. **Wellness Benefit:** Shall be defined under the health insurance document. The amount shall be limited to a maximum of one thousand dollars (\$1000.00) per calendar year. Thereafter, the deductible and maximum out-of-pocket amounts apply.
- E. **RX Card:** The health insurance Rx card shall cover birth control.
- F. **RX Mandatory Generic Card:** The generic co-pay only applies to generic drugs. The brand name co-pay only applies if there is a dispense-as-prescribed/no substitution clause by a health care provider or a generic drug is not available. Co-Pays cost per RX: Retail \$7.00 generic, \$15.00 brand; Mail-in \$12.00 generic, \$20.00 brand.
- G. The Employer shall pay its share of the cost of Employee's health insurance while the employee is on paid sick leave, including both the month paid sick leave expires and the following month, the Employee shall be responsible for any remaining costs.
- H. Employees on an authorized leave of absence shall remain under the group insurance plan, but the employee shall pay the full premium.
- I. Employees meeting HIPAA provisions shall be subject to a 30-day open enrollment.
- J. Employees suspended without pay shall have health and dental insurance prorated based on the length of the suspension. Employees shall be required to pay 100% of premium for the length of the suspension and premium shall be deducted beginning on the first payroll period following the suspension.

6.02 Dual -Insurance Coverage

If spouses of each other are both employed by the County and both are eligible for dependent coverage, one Employee, but not both, may elect dependent coverage.

6.03 Duty-Incurred Disability

The Employer shall provide the same health insurance as is provided to active association members for all Employees who retire due to duty-incurred disability until the Employee becomes eligible for Medicare benefits. Employees shall pay the same percentage of the monthly health insurance premium as active County employee association members pay.

6.04 Termination Benefits

- A. Upon resignation or dismissal, the Employer shall pay the insurance premium for the month in which termination of employment occurs.
- B. Upon retirement, a retired Employee may elect to retain health insurance through Employer's plan by paying the entire then current cost of the premium by the 15th of each month.

6.05 Health Care Cost Containment Committee

The membership of the committee includes representation from all county bargaining units, County Board members and management employees. The basic mission of the committee is to examine the existing health care plan and identify cost cutting measures. Change from the coverage provided by the current health care plan requires mutual agreement of the Employer and bargaining units.

6.06 Life Insurance

The Employer shall pay the full premium for a life insurance with coverage of \$25,000 for Life and \$25,000 AD&D (Accidental death and dismemberment) for each fulltime employee.

6.07 VEBA

The Employer shall establish a Voluntary Employees' Beneficiary Association (VEBA) account for employees to fund post employment insurance premium reimbursement accounts and medical expense reimbursement accounts.

ARTICLE 7 - WISCONSIN RETIREMENT FUND

7.01 Wisconsin Retirement Fund

- A. Employees hired prior to July 1, 2011: Effective January 1, 2013 employees shall pay 2% of the employee share of state retirement contributions. Effective January 1, 2014 employees shall pay 4 % of the employee share of state retirement

contributions. Effective January 1, 2015 employees shall pay 6 % of the employee share of state retirement contributions. Effective July 1, 2015 employees shall pay the same percentage of state retirement contributions as do general category employees. At no time shall the deputy's contribution exceed the general municipal employee contribution rate.

- B. Employees hired after June 30, 2011: Employees hired after June 30, 2011 shall pay the same percent toward the state retirement contribution as do general category employees.

ARTICLE 8 - HOLIDAYS

8.01 Holidays

All full-time Employees shall be granted the following holidays off with pay:

New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, the afternoons of New Year's eve and the Friday before Easter and one floating holiday. Employees shall receive these paid holidays, except for the floating holiday, which must be taken as time off, by selecting annually either A or B which follow and are mutually exclusive options:

A. Holidays off with pay.

1. For those Employees regularly scheduled to work Monday through Friday. If any of the holidays fall on Sunday, Monday shall be observed as the holiday. If any of the holidays fall on Saturday, Friday shall be observed as the holiday.
2. To receive holiday pay, an Employee must work the Employee's scheduled shift or have been on authorized leave the day preceding and the day following the holiday.
3. If one of the above-noted holidays falls during an Employee's vacation, that day shall be paid as holiday not vacation.

B. Election or requirement to work in lieu of taking holidays off with pay.

Employees who elect or are required to work and receive one of the options set forth below have converted all Employer designated holidays for that option and are not entitled to Employer designated holidays off with pay. Employees must select one of the following options:

1. Employees may receive nine (9) days vacation pay. Employees who select additional pay shall receive payment in the pay period in which the holiday occurs.
2. Employees may receive nine (9) days of leave to be designated and used as vacation

8.02 Selection Notice

Employees must provide Human Resources a letter indicating their selection for the following year under Article 8.01, A or B by December 15 each year. Any employee not providing such notice will be deemed to have selected option B-2.

ARTICLE 9 - VACATIONS

9.01 Vacations

All full-time Employees shall be granted vacation with pay as follows:

Years	8-Hour Employees	12-Hour Employees
Through 1 st Year	40 Hours	48 Hours
2 nd through 6 th Year	80 Hours	96 Hours
7 th through 11 th Year	120 Hours	144 Hours
12 th through 14 th Year	160 Hours	192 Hours
15 th through 19 th Year	200 Hours	240 Hours
20 th Year and After	240 Hours	288 Hours

- A. Employees shall receive 40/48 hours of vacation on January 1 of the year in which the employee is eligible to move to the next level of vacation.
- B. Employees may gift any portion of earned vacation time to another employee who is on a certified leave through FMLA. The recipient employee shall continue to accrue benefits while using donated time. The recipient employee shall not use donated time until the recipient employee's sick, vacation, personal holiday and comp bank has been exhausted. If an employee receiving donated time returns to work prior to sick bank exhaustion, the donated vacation time shall be returned to the donating employee
 - A. For vacation purposes, a week shall be consistent with the normally scheduled workweek or work cycle period.
 - B. Vacation cannot be taken during the Employee's first six (6) months of employment, although accumulation starts with the first day of employment.
 - C. Vacation earned in a calendar year generally must be taken in the same year. Employees may carry over 40/48 hours of unused vacation to the first six (6) months of the following year. Additional unused vacation or probationary period vacation not used due to department workload may be carried over to the first six (6) months of the following year if approved by the Sheriff and the County Administrator
 - D. Employees, when separated from County employment, will be compensated at their regular wage for earned and unused vacation

credit.

- E. The Sheriff or Sheriff's management designee shall schedule vacations, giving due consideration to seniority rights and the needs of the department. Approved vacation will not be altered by the Sheriff without the Employee's consent, except in emergency situations.

ARTICLE 10 - SICK LEAVE AND DUTY INCURRED DISABILITY

10.01 Sick Leave

Sick leave shall be defined as time off duty with pay due to personal illness, bodily injury, and medical or dental appointment, or attendance to the same of an immediate family member. Immediate family includes an employee's spouse, children, parents, siblings, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchildren, grandparents, stepchildren, stepparents, stepsiblings and significant other.

- A. Each employee shall accrue one day of paid sick leave, 8/12 hours, for each month of continuous employment with employer, not to exceed 800/1200 hours based on status of 8/12 hours at the time of accrual.
- B. The Employer shall make payment into a VEBA account for accrued sick leave earned, not to exceed 800 hours, on leaving the employment of the County due to disability or retirement.
- C. While an Employee is on paid sick leave, sick leave and vacation leave benefits shall continue to accrue during the period of paid sick leave.
- D. To be granted sick leave with pay, Employees must:
1. Report reason for absence from work promptly;
 2. Keep Employer informed of condition;
 3. Permit Employer to make such medical inquiry as deemed necessary;
 4. Submit medical certificate of inability to work for any absence of more than five (5) consecutive working days.
- E. Sick leave cannot be used during an Employee's first ninety (90) days of employment, although accrual starts with the first (1st) day of employment.
- F. Employees must use accrued sick leave benefits to cover sick leave time off. In the event an employee has insufficient sick leave benefits to use for sick leave time off, the employee must use any accrued compensatory time or vacation time available to that employee before requesting unpaid sick leave.
- G. Willful misuse of sick leave or willful false reporting of illness or injury shall subject the Employee to disciplinary action and shall be considered just cause for suspension, demotion or discharge.

10.02 Low Sick Leave Usage Incentive

In January each year, the Employer will make payment to VEBA in the amount of twenty-five dollars (\$25.00) for each full day of unused sick leave; the employee would have accrued during the previous year, by separate paycheck, if both of the following conditions are met:

- A. The Employee has accumulated the maximum allowable amount of sick leave that being one hundred (100) days;
- B. The Employee has used no more than four (4) full days of sick leave in the prior calendar year.

10.03 Duty Incurred Disability Pay

Any Employee injured in the course of his/her employment shall be paid an amount by the Employer, which amount when added to the amount being paid the Employee as Worker's Compensation shall equal his/her gross salary. Eligibility for this pay subsidy shall follow the weekly compensation schedule as set forth in §102.43 Wis. Stats., and subsequent amendments; except, every Sunday shall be considered a work day. An employee shall be eligible for this benefit for a period not to exceed six (6) months, calculated from the date of disability and pursuant to physician orders. In the event an Employee continues to receive Worker's Compensation for a period exceeding six months, the Employee shall elect one of the following options:

- A. Receive Worker's Compensation benefits only, or
- B. Receive Worker's Compensation benefits and use accrued sick leave to be paid the difference between normally scheduled workweek gross earnings and Worker's Compensation benefits. The Employer will charge the Employee's sick leave account with the number of hours required to equal the cash differential until such time as the Employee's sick leave account is depleted. Upon depletion of the Employee's sick leave account, the Employee shall receive Worker's Compensation benefits only upon depletion of accrued sick leave.

ARTICLE 11 - LEAVE OF ABSENCE

11.01 Granting of Leaves

- A. A leave of absence will not be granted for the purpose of taking other employment.
- B. Employees shall be granted unpaid time away from work under the following conditions:
1. Employees must apply for Family Medical Leave Act (FMLA) and shall be granted such time if state/federal law/regulations are met.
 2. If the employee is not eligible for FMLA, the Department Head may approve an unpaid leave of absence of up to 14 calendar

days if all employee banked time is exhausted. If the employee requires additional unpaid time after a Department Head approved unpaid leave of absence, and the employee remains ineligible for FMLA, the request for additional time shall be submitted to Human Resources to seek approval from the Personnel Committee for a period of time not to exceed six (6) months in a calendar year from the Personnel Committee.

- C. If leave exceeds approved state/federal FMLA the Department Head may approve an unpaid leave of absence of up to 14 calendar days if all employee banked time is exhausted. If the employee requires additional unpaid time after a Department Head approved unpaid leave of absence, the request shall be submitted to Human Resources to seek further approval from the Personnel Committee for a period of time not to exceed six (6) months in a 12-month period.
- D. No benefits, including but not limited to sick leave, vacation leave, holiday pay, step increases or longevity, accrue during unpaid leaves.

11.02 Family Medical Leave Act (FMLA)

- A. Employer shall grant FMLA according to state/federal law/regulation.
- B. State law/regulation time off shall be exhausted prior to moving to federal law/regulation time off.
- C. After five consecutive sick days, the employer shall apply FMLA if state/federal law/regulations are met.

11.03 Military Leave

A leave of absence without pay shall be granted to an Employee who may be called or volunteers for military service. Such Employees shall at the expiration of their military service be returned to their former position under their former title and at the existing salary rate without loss of seniority of employment, providing said Employee applies to return to work within ninety (90) calendar days from the date of discharge from said service.

ARTICLE 12 - FUNERAL LEAVE

12.01 Funeral Leave

- A. An employee will be allowed up to three (3) days bereavement upon the death of an immediate family member. Immediate family includes an employee's spouse, children, parents, siblings, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchildren, grandparents, stepchildren, stepparents, stepsiblings and significant other.
- B. Funeral pay shall be based on employee's hourly status of eight/twelve base hours.

ARTICLE 13 - PAY PERIODS

13.01 Pay Dates

Pay dates shall be every other Friday. At the discretion of the County, employees will be paid either by direct deposit or paycheck.

13.02 Deferred Comp Program

The Employer shall maintain a deferred compensation program for Employees.

ARTICLE 14 - HOURS OF WORK

14.01 Hours of Work - Patrol Deputies

- A. There shall be four groups of patrol deputies, each group shall work a twelve-hour shift for four consecutive days and be off for four consecutive days. The number of deputies within these groups shall be based on the number of deputies employed by the county.
- B. The first shift schedule shall be 5:00 A.M. to 5:00 P.M.
- C. The second shift schedule shall be 5:00 P.M. to 5:00 A.M.
- D. Vacation, holiday, funeral and sick pay shall be prorated based on a 12-hour shift.
- E. Work periods shall consist of eight days with overtime accruing after 48 hours.
- F. Shift changes between deputies are permitted, if the change does not result in the accrual of overtime or any one deputy working more than a 12-hour shift.
- G. Training and/or school attendance may result in less than a 12-hour work day or less than a 48-hour-pay period.

14.02 Hours of Work - Detective, Meg and Court Deputies

- A. Detective and Meg Officer: Shift schedule shall be Monday through Friday 8:00 AM to 4:00 PM.
- B. Court Officer: Shift schedule shall be Monday through Friday 8:30 AM to 4:30 PM.

14.03 Shift Selection

Employees shall select shifts by seniority preference by December 1 each year.

ARTICLE 15 - CLOTHING ALLOWANCE AND DAMAGE TO PERSONAL PROPERTY

15.01 Clothing Allowance

Employees shall receive a clothing allowance of \$600.00 per year. Employees will receive 50% of the annual clothing allowance in the month of January and the remaining 50% in the month of July. The clothing allowance shall not be included in the bi-weekly paycheck and shall be paid by separate check. In the event an employee receives payment and leaves employment of the Sheriff's Department, said employee shall repay the County on a prorated basis.

15.02 Damage to Personal Property

Employees shall be reimbursed for repairs or replacement of clothing or authorized personal property damaged in the line of duty if the damage is not attributable to the negligence of the employee. The employee shall provide the Sheriff a written incident report and the damaged item if the employee claims reimbursement.

ARTICLE 16 - WAGES

16.01 Wages

Attached to and made a part hereof, shall be the wage and salary schedule effective January 1, 2013 showing a 2% increase January 1 and July 1, 2013; a 2% increase January 1 and July 1, 2014; and a 2% increase January 1 and July 1, 2015. Retroactive pay shall be paid to current dues paying members and members in receipt of WRS at the time of contract signing.

16.02 Officer in Charge Wages

When no Sergeant is being paid for supervising a given shift, the employee working that shift with the greatest association seniority shall be given the opportunity to be designated as the Officer in Charge (OIC). The OIC shall be compensated at the months step rate that provides the employee at least a 3% increase in pay. To be paid the higher rate the employee must perform the duties of the higher paid position including working all hours scheduled for the higher paid position.

16.03 Probationary Period

All newly hired Employees shall serve a one (1) year probationary period during which time the Employer may discharge an Employee with no right of appeal and without cause.

16.04 Promotion

- A. Promotion is the movement of an employee from one pay class to another pay class having a greater wage rate. When an employee is advanced to a position in a higher class, he/she shall serve a forty-five (45) day trial period. Upon successful completion of the trial period, the employee's pay shall be increased to the months step rate that provides the deputy at least a 3% increase in pay. Employees whose performance does not meet acceptable standards, or who desire to return to his/her former position, shall be restored to a position commensurate with his/her former position and for which he/she is qualified. Step increases shall be based on the date of initial promotion, not the completion of the trial period date.
- B. An association member who accepts a non-represented position within the Sheriff's Department shall be allowed to return to the bargaining unit within the first forty-five (45) days of moving to the position. During those 45 days, the employee shall retain seniority rights and continue to pay union dues at the same rate as other association members.

16.05 Lateral Transfer

Lateral transfer is the movement of an employee from one pay class to another pay class having the same wage rate.

16.06 Downward Movement

Downward movement is the voluntary movement of an Employee from one pay class to another pay class having a lower wage rate. When an Employee moves to a position in a lower pay class, his/her pay shall be reduced to the wage rate for the lower classification.

16.07 Shift Differential

Employees working between the hours of 5:00 P.M. and 5:00 A.M. shall be paid a shift differential of twenty-five cents (\$.25) per hour in addition to regular pay. Shift differential shall be excluded from computation of overtime pay.

16.08 Diving Pay

Dive team members shall be paid double time, not subject to overtime, for all call-out hours and actual diving training hours. One additional hour diving rate shall be paid as travel time when called out for diving purposes.

16.09 Off Duty Canine Handler Pay

- A. Employees who are Marinette County canine officers shall receive an hourly wage for off duty canine care and handling that is less than the officer's normal hourly rate. Canine pay shall be \$10.00 per hour and canine overtime pay shall be \$15.00 per hour.
- B. Canine officers shall receive one-half hour of canine pay for the performance of canine care and handling each day the canine is

located at the officer's residence and the officer is off duty. Each officer shall designate off duty canine care and handling separately from regularly worked hours on his/her timecard. In the event the officer's canine is boarded or not located at the officer's residence, the officer shall so indicate on his/her timecard.

- C. If a canine officer is off duty and his/her canine requires veterinary or other care that is above and beyond routine care and handling, the officer shall be entitled to claim canine pay for additional time spent providing such care.

16.10 Overtime

- A. Employees shall receive one and one-half (1-1/2) times the regular rate of pay, or at the employee's option, one-half (1-1/2) times hours worked as compensatory time, for all authorized hours worked in excess of eight (8) or twelve (12) hours per day or forty (40) or forty eight (48) hours per week dependent on that employee's normally scheduled shift.
- B. Requests for days off on compensatory time shall be granted on a first come first serve basis. In the event employees request the same day off at the same time, divisional seniority shall prevail.
- C. Overtime may be paid as wages or accrued as compensatory time up to a limit of two hundred (200) hours, which may be carried over from year to year. Employee(s) with compensatory time over 200 hours shall either use or request payment for those hours between 201 and 480 before December 31, 2011. Employees must request overtime pay or accrue comp time upon completion of each pay period.

16.11 Call-Out

- A. **Call-Out Pay.** In the event an employee is called out, absent a 48-hour notice, the employee shall be paid 2 hours call-out pay at the straight time rate, plus pay for actual time worked.
- B. **Call-Out Procedure.** In the event an employee is called out due to emergency, the employee residing nearest the emergency shall be called regardless of seniority. In cases where employees reside approximately the same distance from the emergency, and any Call-Out due to shift shortages or manpower needs, the most senior employee shall first be offered the assignment.
- C. All monies due employees for Call-Out Pay, excluding pay for actual hours worked, shall be deposited into the employees VEBA Account on the first payroll of the month for the previous months call-outs.

16.12 Off-Duty Court Time

- A. Employees scheduled for court appearance on off duty time shall be paid a minimum court time of 2 hours. Employees shall be paid the minimum 2 hours court time regardless of time actually worked. Any employee working court time for two hours or greater shall be paid actual hours worked.
- B. If an employee's court appearance is cancelled after 6:00 p.m. of the last court workday prior to the employee's scheduled appearance, the employee shall be paid 2 hours of regular time. It is the employer's responsibility to notify the dispatch center of any cancellation, it is the employee's obligation to contact the dispatch center after 6:00 p.m. the evening prior to court appearance to verify the necessity of court appearance.

ARTICLE 17 - JURY DUTY

17.01 Jury Duty

If an employee is required to participate in Jury Duty on a scheduled workday, the employee shall continue to receive his/her normal pay for the time lost while performing jury duty. The employee shall endorse the check received for such duty and submit it to the county. Employees receiving wages for time served as jurors or prospective jurors shall inform the Clerk of Courts that they are not requesting mileage, unless the employee's normal worksite is somewhere other than Marinette. In the event Jury service extends additional days beyond scheduled workdays and mileage is claimed or mileage is paid for travel to Marinette because Marinette is not the normal worksite and such mileage is included in a check endorsed to the county, an employee shall seek reimbursement for mileage through an expense voucher.

17.02 Witness Duty

Employees who are subpoenaed or otherwise required to appear as a witness before a court or administrative tribunal, directly related to their employment, shall continue to receive his/her normal pay for the time lost and any witness fees paid must be endorsed to the county. Mileage for such appearances shall be billed on the employee's expense account and shall be paid at the rate received from the Clerk of Courts.

ARTICLE 18 - DISCIPLINARY ACTION

18.01 Discipline

When an Employee commits an offense warranting disciplinary action, the Sheriff, or the Sheriff's management designee may take such action as deemed appropriate to the seriousness of the offense committed. Progressive discipline shall be followed. The purpose of discipline is to correct behavior and performance of Employees. Disciplinary rules and regulations shall be applied in an equitable and consistent manner, commensurate with the Employee action. No Employee shall be disciplined, suspended, or discharged except for just cause.

18.02 Dismissal

An Employee may be disciplined up to and including discharge without warning or notice for commission of any of the following violations or offenses while on duty:

- A. Failure to carry out the valid orders of a Supervisor.
- B. Use of abusive language toward another person.
- C. Intoxication/any positive result from random alcohol/drug screening
- D. Unauthorized possession or use of narcotics.
- E. Dishonesty.
- F. Failure to notify Supervisor prior to absence from work on three separate occasions during a one (1) year period.
- G. Insubordination including failure to submit to random alcohol/drug screen

18.03 Disciplinary Progression

In general, the progression of disciplinary action will be:

- Step 1 Verbal Warning (Subject to Grievance procedure but not subject to arbitration).
- Step 2 Written reprimand
- Step 3 Suspension without pay
- Step 4 Demotion or Dismissal

Any employee who has completed his/her probationary period shall be entitled to appeal any disciplinary action. Any dispute as to whether an Employee was disciplined for just cause will be subject to appeal either through the grievance and arbitration procedure according to Article 20.04 or pursuant to Wis. Stats. 59.26(8) provided the appeal is presented to the Sheriff and the Human Resources Director within twenty-one (21) calendar days from the date of the disciplinary action. The parties recognize that employees cannot waive statutory rights such as those provided by Wis. Stats. 59.26. The employee must notify the parties of the procedure she/he wishes to follow and recognizes and acknowledges that, whichever procedure is chosen, grievance arbitration or 59.26, the right to follow the other procedure is waived. If the grievance committee, an arbitrator or circuit court determines that the Employee was not disciplined for just cause, the Employer will reinstate the Employee with seniority credit of the actual time lost and with full benefits and wages.

18.04 Written Notice

Any disciplinary action taken by the County against the Employee shall be reduced to writing, stating therein the reason for the disciplinary action. The subject Employee and the Association shall be given copies of the writing and a copy shall be placed in the Employee's personnel file. Records shall be retained in personnel files in the Human Resources Department. All disciplinary action shall be removed from the subject Employee's personnel file after the passage of two (2) years if there is no repeat violation of the same offense within the 2-year period.

18.05 Association Representation

An Employee, if he/she so requests, may have an Association representative present during any conference regarding (1) Investigatory Interviews which may lead to Employee discipline; (2) management planning pertaining to that Employee's performance; or (3) discussion of the duties and obligations of this Agreement with the Employee. The Employer will advise the Employee of his/her right to have an Association representative present during any conference requiring a formal statement or regarding disciplinary action. An Employee has the right to reject Association representation.

18.06 Investigatory Interviews

- A. For the purpose of this section, a "formal statement" is a written, recorded or transcribed record, whether in a narrative form or in response to questions, which is requested to be provided by any employee as part of an investigation of an alleged acts or omissions by an employee(s) which may result in the imposition of discipline against any employee(s).
- B. Before taking a formal statement from any employee the County shall provide to the employee from whom the formal statement is sought a written summary of the events to which the statement relates. To the extent known to the County, such summary shall include: the date and time (or period of time if relating to multiple events) and the location(s) of the alleged events; a summary of the alleged acts or omissions at issue; and the policies, rules or regulations allegedly violated. The summary shall be provided to the employee not less than two (2) days prior to the taking of his/her formal statement whenever possible. A copy of such summary shall also be provided to the union. If the summary is provided to the employee less than two (2) days prior, the employee shall be given a reasonable opportunity to obtain union representation of his or her choice before proceeding with the scheduled statement.
- C. Nothing herein shall preclude an investigator, whether during or subsequent to the taking of a formal statement, from soliciting information which is beyond the scope of the pre-statement summary but which relates to information provided during the taking of the statement and which could form the basis of a disciplinary action.
- D. An employee from whom a formal statement is requested is entitled to have a Union representative of their choice present when providing or submitting a formal statement. The scheduling of the formal statement shall afford the employee reasonable notice to obtain Union representation of his or her choice. Reasonable notice will vary, but under no circumstances, shall it be less than two

(2) business days notice.

E. Nothing in the forgoing paragraphs shall limit the individual rights enjoyed by employees under this contract, statutes or case law.

ARTICLE 19 - COMPLAINT PROCEDURE

19.01 Complaint Defined

A complaint is an allegation of a wrong upon which the complainant seeks relief or solution. Allegations are statements made by a party that establish a belief as to the facts of a particular situation. Complaints may also express grief, pain or dissatisfaction caused by another party.

19.02 Complaint Procedure

It is anticipated that most complaints can be resolved informally in a mutually helpful and trusting conference between the Employee and his or her supervisor. Failing resolution in this matter, complaints shall be processed in the same manner as grievances under Article 20 of this agreement and shall not be subject to arbitration.

ARTICLE 20 - GRIEVANCE AND ARBITRATION PROCEDURE

20.01 Grievance Defined

A grievance shall mean a dispute between an Employee(s) of the Marinette County Sheriff's Department Local of the Wisconsin Professional Police Association and the Employer regarding the interpretation or application of a specific provision of this agreement; or a change in an existing practice primarily related to wages, hours or working conditions.

20.02 Contents of a Written Grievance

Any grievance filed shall refer to the specific provision of this Agreement alleged to have been violated, shall adequately set forth the facts pertaining to the alleged violation and shall be signed and dated by the grievant.

20.03 Grievance Procedure

It is anticipated that most grievances or misunderstandings can be resolved informally in a mutually helpful and trusting conference between the Employee and his or her supervisor. Failing resolution in this manner, grievances shall be processed according to the following steps:

STEP 1

The grievant and/or association officer or Representative shall request a meeting with the immediate supervisor to discuss the grievance within fifteen (15) workdays. The immediate supervisor shall give h/e/r response to the employee in writing within ten (10) workdays of this meeting. If the grievance is denied, the response shall include the reason for the denial.

STEP 2

The grievance shall be considered settled in Step 1 unless within ten (10) workdays from the date of denial, the grievance is presented in writing to the Department Head. If the immediate supervisor does not respond in Step 1, within the allotted time, the grievance will automatically proceed to Step 2. The Department Head shall meet with the grievant and/or association officer or Representative within fifteen (15) workdays to discuss the grievance, and shall provide a written response within ten (10) workdays after the meeting. If the grievance is denied, the response shall include the reason for the denial.

STEP 3

The grievance shall be considered settled in Step 2 unless within ten (10) workdays from the date of denial, the grievance is presented in writing to the Human Resources Director. If the Department Head does not respond in Step 2, within the allotted time, the grievance will automatically proceed to Step 3. The Human Resources Director shall meet with the grievant and/or association officer or Representative and the Department Head within ten (10) workdays to discuss the grievance, and shall provide a written response within ten (10) workdays after the meeting. If the grievance is denied, the response shall include the reason for the denial.

STEP 4

The grievance shall be considered settled in Step 3 unless the employee appeals the grievance in writing to the Personnel Committee of the County Board within ten (10) workdays of receipt of the written response by the Human Resources Director. If the Human Resource Director does not respond in Step 3, within the allotted time, the grievance will automatically proceed to Step 4. The Personnel Committee shall act on the grievance within thirty (30) days. Following the meeting, the Committee shall submit its response in writing to the employee within ten (10) workdays. If the grievance is denied, the response shall include the reason for the denial.

20.04 Arbitration Procedure

- A. If the grievance is not satisfactorily settled by the above steps, or is a disciplinary dispute according to Section 18.03 of this agreement, it may be taken to arbitration utilizing the Wisconsin Employment Relations Commission (WERC). The Association and County shall attempt to mutually agree upon an arbitrator. In the event the parties are unable to agree, an Arbitrator shall be selected as follows:
1. Each party shall select three (3) names from a panel of WERC staff arbitrators.
 2. One (1) name shall be randomly selected and eliminated leaving a panel of five (5) names.
 3. The parties shall alternately strike names until one (1) name remains and that name shall be the arbitrator who settles the dispute. The right of first strike shall be determined by coin flip.
 4. The party with the right of first strike shall notify the WERC in writing of the staff Arbitrator selected by the parties.
- B. After the Arbitrator has been selected, he/she shall hear the evidence of both parties and render a decision, which shall be final and binding upon both parties. The Arbitrator shall have no authority to add to or subtract from or to modify this Agreement in any way. All fees of the Arbitrator and Arbitration Reporter shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case. In the event a party requests a Court Reporter, the party making such request shall bear the cost. If the Arbitrator requests the presence of a Court Reporter, or the arbitration is of a disciplinary matter the parties shall equally share the costs. If only one party requests a court reporter and as result the Arbitrator requests a copy of the transcript, the requesting party shall bear the cost of the Arbitrator's copy of the transcript.

ARTICLE 21 - FAIR SHARE; DUES CHECK OFF

21.01 Fair Share Agreement

Membership in the Association is not compulsory. An Employee may join the Association and maintain membership therein consistent with its constitution and by-laws. No Employee will be denied membership because of race, color, creed, or sex. This Article is subject to the duty of the Wisconsin Employment Relations Commission to suspend the application of this Article wherever the Commission finds that the Association has denied an Employee membership because of race, color, creed or sex.

The Association will represent all Employees in the bargaining unit, members and non-members, fairly and equally, and therefore, all Employees shall pay their proportionate share of the costs of the collective bargaining process and contract administration by paying an amount to the Association equivalent to the uniform dues required of members of the Association.

21.02 Deduction of Dues

The Employer agrees that on the first paycheck of every month it will deduct from the earnings of all Employees in the collective bargaining unit covered by this Agreement, the amount of money certified by the Association as being the monthly dues uniformly required of all Employees. Changes in the amount of dues to be deducted shall be certified by the Association thirty (30) days before the effective date of the change. Deductions shall be made each month, and the total of such deductions shall be paid to the Association.

The Employer shall not be liable to the Association, Employees, or any party by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting actual deductions from Employees' wages earned.

21.03 Hold Harmless

The collective bargaining representative shall indemnify and save the Employer harmless against any and all claims, demands, suits, orders judgments or other forms of liability against the Employer that arise out of the Employer's compliance with this Fair Share Agreement.

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

ARTICLE 22 - LONGEVITY

22.01 Longevity

A longevity bonus will be paid to eligible full-time Employees VEBA Accounts on the payday closest to the first of December under the following conditions;

- A. Employees must have completed four (4) full years of County employment by December 1st to receive the first longevity bonus payment of sixty dollars (\$60.00).
- B. Subsequent longevity bonus payments shall be increased by fifteen dollars (\$15.00) for each additional full year of County employment. Pro-rations shall not be permitted in computing an Employee's length of employment or amount of longevity bonus payments.
- C. In the event an Employee retires and is eligible for the Wisconsin Retirement Fund, said Employee shall receive one twelfth (1/12) of the longevity bonus for each month of service during his/her retirement year.

ARTICLE 23 - PART-TIME EMPLOYEES

23.01 Part-Time Employees

- A. Part Time employees shall receive sick, vacation and health and dental insurance at a pro-rated percentage based on the budgeted percentage of the position.
- B. All pay rates set forth in pay ranges are the rates authorized for full-time Employees, Part-time employees shall be paid at the same rate per hour as full-time employee for actual hours worked.

ARTICLE 24 - EXISTING PRACTICES

24.01 Existing Practices

Existing practices primarily related to wages, hours, working conditions and department rules and regulations, which are mandatory subjects of bargaining, shall be continued unless changed by mutual agreement, or through the exercise of management prerogatives as restricted by the terms of this collective bargaining agreement. Nothing shall be construed as a practice unless the practice meets all of the following tests: A) long continued; B) certain and uniform; C) consistently followed; D) generally known by the parties hereto; and E) must not be in opposition to the terms and conditions of this collective bargaining agreement.

ARTICLE 25 - FIREARM QUALIFICATION

25.01 Firearm Qualification

All employees shall qualify with the handgun approved by the Sheriff for use by the Employee on an annual basis. Employee's assigned more than one firearm shall qualify with each. The Employer shall provide on-duty time to qualify. The employer shall provide adequate ammunition for firearms practice and duty use.

ARTICLE 26 - LABOR/MANAGEMENT MEETINGS

26.01 Labor/Management Meetings

Employer and the Association agree that it is in their mutual interest to resolve concerns that may arise during the term of this Agreement in a harmonious, expeditious manner. Employer and the Association agree to meet regularly for this purpose.

ARTICLE 27 - NEPOTISM

27.01 Nepotism

- A. No person, but for an employee working in such circumstance prior to October 1, 2010 shall be employed, promoted, or transferred to any department, division, or work unit when, as a result, the employee would be directly supervising or receiving direct supervision from a related person.
- B. Related persons shall mean spouse, children, parents, siblings, father-in-law, mother-in-law, grandchildren, grandparents, stepchildren, stepparents, stepsiblings, son-in-law, daughter-in-law, brother-in-law, sister-in-law, significant other and any person sharing the employee's residence.

ARTICLE 28 - LIMITED TERM EMPLOYEES

28.01 Limited Term Employees (LTE)

A limited term Employee (LTE) shall not exceed five-hundred ninety-nine (599) hours of employment within a twelve (12) month period, is not a union member, and shall not pay union dues. The LTE Fill-in Court Security Officer will fill in for the court Security Officer during his/her absences such as vacation, sick and training. Responsibilities of this position include providing court security within the courthouse and on Courthouse grounds. Additional duties include making financial deposits for Marinette County Departments.

ARTICLE 29 - RANDOM DRUG AND ALCOHOL TESTING

29.01 Random Drug and Alcohol Testing

- A. Employees shall adhere to Employer's Random Drug and Alcohol Policy.
- B. Employees shall only be subject to random drug/alcohol testing while on duty; employees shall not be called in while off duty to submit to random drug/alcohol testing.

ARTICLE 30 - DURATION AND EXECUTION

30.01 Duration

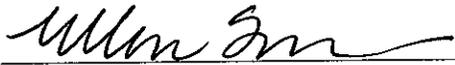
THIS AGREEMENT will be effective January 1, 2013 through December 31, 2015, and shall continue in full force and effect from year to year thereafter, unless either party gives written notice to the other requesting changes prior to July 1st of each year.

IN WITNESS HEREOF, this agreement is effective the date the last signature was obtained.

Signed:

MARINETTE COUNTY

BY:

 3, 7, 13

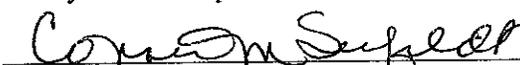
County Administrator

 3, 8, 13

Director of Human Resources

 3, 7, 13

County Board Chairperson

 3, 8, 13

Personnel Committee Chairperson

 03/07/13

County Clerk

ASSOCIATION

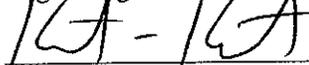
BY:

 02/28/13

Association President

 2/28/13

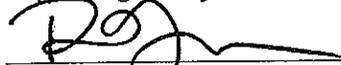
Negotiating Committee Member

 2, 28, 13

Negotiating Committee Member

 2, 28, 13

Negotiating Committee Member

 1, 1

WPPA/LEER Business Agent

Appendix A

WPPA Wage and Salary Schedule 2013-2015

		2013		2014		2015	
		2%	2%	2%	2%	2%	2%
		1/1/13- 6/30/13	7/1/13- 12/31/12	1/1/14- 6/30/14	7/1/14- 12/31/14	1/1/15- 6/30/15	7/1/15- 12/31/15
Step							
Deputy	0	22.75	23.21	23.67	24.14	24.62	25.11
	12	23.83	24.31	24.80	25.30	25.81	26.33
	24	24.88	25.38	25.89	26.41	26.94	27.48
	36	25.19	25.69	26.20	26.72	27.25	27.80
	48	25.52	26.03	26.55	27.08	27.62	28.17
Investigator		26.21	26.73	27.26	27.81	28.37	28.94
Sergeant	0	24.20	24.68	25.17	25.67	26.18	26.70
	12	25.21	25.71	26.22	26.74	27.27	27.82
	24	26.54	27.07	27.61	28.16	28.72	29.29
	36	26.94	27.48	28.03	28.59	29.16	29.74
	48	27.33	27.88	28.44	29.01	29.59	30.18