

AGREEMENT

BETWEEN

BURNETT COUNTY

AND

**THE WISCONSIN PROFESSIONAL POLICE ASSOCIATION
/
LAW ENFORCEMENT EMPLOYEE RELATIONS DIVISION
(WPPA/LEER)**

For and On Behalf of The

BURNETT COUNTY LAW ENFORCEMENT ASSOCIATION

(2015 – 2017)

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This **AGREEMENT** is entered into on January 1, **2015** by and between **BURNETT COUNTY, WISCONSIN**, herein after referred to as the "County" or "Employer" and the **BURNETT COUNTY LAW ENFORCEMENT ASSOCIATION**, represented by **THE WISCONSIN PROFESSIONAL POLICE ASSOCIATION/LAW ENFORCEMENT EMPLOYEE RELATIONS DIVISION (WPPA/LEER)**, hereinafter referred to as the "Union" or "Association".

ARTICLE I - PURPOSE

Section 1.01: It is the purpose and intent of this Agreement to use the democratic practice and procedures of collective bargaining as a peaceful, fair and orderly way of reaching agreement between the parties, which cover rates of pay, hours of work, working conditions and other conditions of employment to be specified by the Employer and the Association. The Association and the Employer subscribe to the principle that differences shall be resolved by peaceful and appropriate means.

ARTICLE II - RECOGNITION

Section 2.01: The Employer recognizes the Association, as the sole and exclusive collective bargaining representative for all regular full time and regular part-time law enforcement personnel employed by Burnett County, including Deputies and Criminal Investigator, but excluding elected officials, the Undersheriff or Chief Deputy, reserve officers, project employees and confidential and managerial employees for the purposes of collective bargaining on the questions of wages, hours and conditions of employment.

ARTICLE III - MANAGEMENT RIGHTS

Section 3.01: The County possesses the sole right to operate the Law Enforcement Department and all management rights repose in it, subject to the provisions of this Contract and applicable laws. These rights include the following:

- A. To direct all operations of the Department;
- B. To establish reasonable work rules and regulations;
- C. To hire, promote, schedule and assign employees to positions within the Department in accordance with the terms of this Agreement;
- D. To relieve employees from their duties because of lack of work, lack of funds or other legitimate reasons;
- E. To maintain efficiency of Department operations;
- F. To take whatever reasonable action is necessary to comply with State and Federal Law;
- G. To introduce new or improved methods or facilities or to change existing methods or facilities, provided if such affects the wages, hours or working conditions of the employees, the Association will be notified in advance;
- H. To determine the kinds and amounts of services to be performed as pertains to Departmental operations, and the number and kinds of classifications to perform such services;

- I. To determine the methods, means and personnel by which Departmental operations are to be conducted;
- J. To take whatever reasonable action is necessary to carry out the functions of the Department in situations of emergency;
- K. To contract out for goods and services provided such action shall not result in the layoff of bargaining unit personnel.

The reasonableness of County action taken pursuant to this Article is subject to the grievance procedure.

ARTICLE IV - AGENCY SHOP

Section 4.01: The Employer agrees that it shall deduct from the monthly earnings of all employees in the collective bargaining unit either dues, or a fair share service fee, as certified by the Association, and pay said amount to the Treasurer of the Association on or before the end of the month in which such deduction was made. Entry level probationary officers shall pay bargaining unit dues on the first of the month following date of hire.

Section 4.02: Changes in the amount to be deducted shall be certified by the Association thirty (30) days before the effective date of the change.

Section 4.03: As to new employees, such deduction shall be made from the first paycheck following the probationary period.

Section 4.04: The Employer will provide the Association with a list of employees from whom such deductions are made with each monthly remittance to the Association.

Section 4.05: The Association, as the exclusive representative of all the employees in the bargaining unit, will represent all such employees, Association and non-Association, fairly and equally, and all employees in the unit will be required to pay, as provided in this Article, their proportionate share of the costs of collective bargaining and contract administration. No employee shall be required to join the Association, but membership in the Association shall be made available to all employees who apply, consistent with the Association Constitution and Bylaws. No employee shall be denied Association membership because of race, creed, color or sex.

Section 4.06: The Association hereby agrees that it will defend, indemnify and save the Employer harmless for any and all actions, suits, claims, damages, judgments and executions or other forms of liability which any person may have now, or in the future, arising out of or by reason of the deductions of the fees specified by the Association as provided herein.

ARTICLE V - PROBATIONARY PERIOD

Section 5.01: The probationary period for all employees in the bargaining unit shall be one (1) year. Continued employment beyond the probationary period shall be evidence that the employee has satisfactorily completed his/her probation and has become a regular employee of the Department. If the employee's work has not been satisfactory, reasons should be given, in writing,

to the person affected as to why he/she has not been accepted.

Probationary employees may be discharged by the Employer without recourse to the grievance procedure.

Section 5.02: Upon satisfactory completion of the probationary period, employees shall receive all rights and privileges under this working Agreement, computed from their starting date of employment.

Section 5.03: Upon the completion of the first six (6) months of the probationary period the employee will be entitled to use vacation and sick leave benefits. The employee will be required to reimburse the employer for any time taken if their probationary period is not satisfactorily completed.

Section 5.04: A probationary employee who is on leave for more than five (5) consecutive days during his/her probationary period shall have the probationary period extended a number of days equal to the days of leave.

ARTICLE VI - SENIORITY

Section 6.01: It shall be the policy of the Employer to recognize seniority. The seniority of all employees covered by the terms of this Agreement shall consist of the total calendar time elapsed since the date of original employment; however, no time prior to a discharge or a quit shall be included, and provided that seniority shall not be diminished by temporary layoffs, leaves of absence, paid leave time or inability to work due to illness or accident, whether or not a result of his/her employment. Such seniority shall be used solely for the purpose of fringe benefit determination.

The Tribal Liaison Officer shall be included in the deputy category for seniority purposes as it relates to job posting, re-assignment of work duties, and layoff. The inclusion of this position into the seniority roster will be January 1, 2005. The date for the calculation of benefits will be the employee's hire date. If the available Tribal Liaison grant money is no longer available to fund the position the least senior deputy may receive a layoff notification per Article VII Layoff, and Recall rights will be followed in accordance to Article VIII.

An employee shall lose his/her accumulated seniority if:

1. Has quit or been discharged for just cause;
2. Fails to report to work within ten (10) calendar days after notice to report has been sent to his/her last known address, and does not give a reasonable reason for his/her failure to report.
3. He/she is on involuntary layoff status for twelve (12) consecutive months.

Section 6.02: An employee who is promoted or assigned to a position in the Department that is outside the bargaining unit shall be entitled to return to the bargaining unit (within 6 months with the option to extend an additional 6 months). Upon the return to the bargaining unit, the employee's seniority shall be restored, and; the employee will be given seniority credit for time served in the non-bargaining unit position.

If an employee performs non-bargaining unit work beyond one year they may return to the classification they held at the time of their promotion or assignment. Upon return to the bargaining unit the employee will not accumulate seniority or benefits beyond the one-year absence from the bargaining unit.

An employee is not eligible to exercise their rights under this Section if they are being displaced from their non-bargaining unit position for just cause.

An employee exercising their rights under this Section is only eligible to return to a position within the bargaining unit which they have previously held.

Section 6.03: A seniority list shall be posted on the bulletin board and kept up-to-date by the Employer. A copy of this up-to-date seniority list shall be furnished to the Association upon request.

ARTICLE VII - LAYOFF

Section 7.01: Whenever it becomes necessary to layoff employees for reasons not related to job performance, they shall be laid off within such categories in the inverse order of their length of service, provided the remaining employees are qualified to perform the available work. No full time employees shall be laid off until all part-time employees have been laid off. Whenever so laid off, employees shall possess re-employment rights according to their length of previous service, provided that no part-time employee shall be recalled until all qualified full time employees have been recalled.

ARTICLE VIII - RECALL RIGHTS

Section 8.01: Whenever it becomes necessary to employ additional workers either in vacancies or new positions, employees who have been laid off within twenty-four (24) months prior thereto shall be entitled to be re-employed in such vacancies or new positions in preference to all other persons, provided they are qualified to perform the available work.

Section 8.02: An employee shall be recalled from layoff in order of his/her seniority provided he/she is qualified and capable of performing the available work. In determining qualifications, the Employer may administer applicable written and oral examinations and conduct interviews.

Section 8.03: It shall be the responsibility of the laid off employee to provide the Employer with a current address. The Employer shall be entitled to rely on such address in notifying former employees by certified mail of vacancies or new positions. Failure to report to work within fourteen (14) days of such notification shall result in forfeiture of all recall rights hereunder.

ARTICLE IX - JOB POSTING, TRANSFER AND PROMOTIONS

Section 9.01: A vacancy shall be defined as a job opening not previously existing, or a job created by the termination of employment, promotion, or transfer of existing personnel when the need for such a job continues to exist. For purposes of this Section, the term "vacancy" shall not include job openings due to leaves of any kind of less than six (6) months duration.

Section 9.02: Whenever a vacancy occurs or a new job is created, it shall be posted on a bulletin board for a period of ten (10) working days, each employee interested in applying for the job shall endorse his/her name upon such notice, in the space provided. At the end of ten (10) working days, the notice shall be removed and the position shall be filled within thirty (30) days. The notice shall state the prerequisites for the position to be filled, and said prerequisites shall be consistent with the requirements of the job classification. The Employer shall take account of both seniority and qualifications in filling vacancies hereunder. In determining qualifications, the Employer may administer applicable written and oral examinations, and conduct interviews. In cases where qualifications are relatively equal, seniority shall prevail. If there is any difference of opinion as to the qualifications of an employee, the Association Grievance Committee and/or Association Representative may take the matter up for adjustment under the grievance procedure.

Regular full time probationary employees who have exhibited satisfactory performance will be considered (either prior to or in conjunction with external candidates) eligible to post for a vacant or newly created position if no other regular full-time employees post for the position and the decision is made to recruit externally.

If a probationary employee posts and receives a different position in the department the employee will be granted a 15 day trial period (an extension to the probationary period) - at the end of the 15 day trial period the Sheriff and/or the employee may elect to return to their previous position held and continue to progress through their probationary period.

The Employer reserves the right to provide lateral moves into the organization from a step standpoint (up to and including step 3), but shall not provide transfer of seniority for the individual.

Section 9.03: The Employer shall have the right to make temporary appointments to vacant positions subject to their being filled pursuant to Section 2.

ARTICLE X - GRIEVANCE PROCEDURE

Section 10.01: A grievance is defined as any difference or dispute regarding the interpretation, application or enforcement of the terms of this Agreement. Every effort shall be

made to adjust grievances promptly in the following manner:

Step 1: Within ten (10) days of its occurrence, the aggrieved employee shall take up the grievance with his/her immediate supervisor, either alone or accompanied by an Association representative.

Step 2: If the grievance is not settled at the first step within three (3) days, it shall be reduced to writing, signed and presented to the Human Resource Director, who will arrange a meeting of the employee and his/her Association Representative with a joint Law Enforcement/Personnel Committee within ten (10) days. The Employer response will be in writing.

In cases of suspension, demotion or discharge, following the Employer's response in Step #2, the employee must, within two (2) weeks from the date of the response, inform the Employer in writing whether he/she wishes to proceed to either the arbitration step or the Statutory dispute resolution process. In cases of arbitration, the arbitrator's decision shall be final and binding.

Step 3: If the grievance is not settled at the second step within five (5) days, either party may request that the dispute be submitted to arbitration by written notice to the other. If neither party serves such written notice on the other within thirty (30) days after the Employer's decision has been given at Step 2, the right to arbitrate the matter will be lost.

Section 10.02: Within ten (10) days of such notice, the Wisconsin Employment Relations Commission (W.E.R.C.) shall be requested to appoint one of its staff to serve as sole arbitrator. The decision of the arbitrator shall be final and binding on all parties. Unless mutually waived, a transcript shall be prepared for each arbitration hearing, the cost of which shall be shared equally. Expenses of the arbitrator, if any, shall be shared equally by the parties. The arbitrator shall neither add to nor detract from nor modify the language in this Agreement in arriving at a determination of any issue presented to him/her.

Section 10.03: Where the subject of a grievance is a discharge, the parties agree to start at Step 2 of this Article, bypassing Step 1. The parties further agree that where a statutory grievance process may be adopted by the County with regard to suspension, demotion, or dismissal, it is the express intent of this Section to harmonize potential statutory conflict by providing for use of one or the other hearing and grievance processes, but not both, with regard to any one (1) grievance.

Section 10.04: The parties may agree to extend the time requirements of this grievance procedure if the situation warrants, and neither party shall unreasonably deny the request of the other for such extension. The parties further agree that, except for Step #1 of the process, Saturdays, Sundays and contractually recognized holidays shall be excluded during the calculation of time limits in each step of this process.

ARTICLE XI - PTO

Section 11.01: Employees covered by this Agreement shall follow the Counties policy as it relates to PTO with the following exceptions:

- A. PTO shall be earned on a 10 hour accrual basis utilizing the PTO days established for 24/7 operations .
- B. At the end of each calendar year, unused PTO shall carry over and be added to next year's accumulation until a maximum of one hundred (100) days (a maximum of 800 hours) has been accumulated.
- C. When an employee reaches the maximum accumulation of 100 days of PTO (a maximum of 800 hours), the County after year end will contribute 50% of the employee's annual earned unused PTO into the employee's PEHP account, based upon the hourly rate at which it was earned. **Burnett County agrees to participate in the Security Benefit Group Healthcare Reimbursement Account (HRA) (Post Employment Health Plan (PEHP)) for Collectively Bargained Public Employees, in accordance with the terms and conditions of the Plan's Participation Agreement. The parties hereto designate Security Benefit Group to act as Plan Administrator for the Plan, or its successors appointed in accordance with the Plan and Trust documents.**
- E. Any unplanned use of PTO may be approved by management as long as the employee contacts management a minimum of two hours prior to the start of the employees scheduled shift.

Section 11.02: Due to the transition from sick/vacation accruals to PTO the County will freeze all existing sick leave. Sick leave will be able to be used as it was prior to the switch to PTO. Upon retirement, forced retirement due to disability or death, the employee or his/her estate shall be entitled to pay for sixty percent (60%) of the employee's sick leave bank, not to exceed sixty (60) days.

Such sick leave payout shall be based upon the employee's average hourly rates calculated upon the most recent three (3) years of employment with the Employer.

Section 11.03: Proven abuse of sick leave shall be considered as dishonesty, and shall be treated as such.

Section 11.04: PTO schedules will be posted in January of each year. Employees may submit PTO requests in minimum blocks of 1 week (or more) by March 31st of each year. PTO will be awarded by seniority and once awarded the employee cannot be bumped.

All PTO requests made outside this process shall be submitted two weeks in advance and will be awarded as follows: Seniority shall prevail for a request that is made 30 days in advance, a request less than 30 days in advance is awarded on a first come first serve basis. Short term requests less than two week notice will be granted at Managers discretion.

ARTICLE XII - WISCONSIN RETIREMENT FUND PLAN

Section 12.01: After July 1, 2011 all newly hired protective service employees will be required to contribute to their portion of the Wisconsin Retirement Fund, per ACT 10 (5.8% in 2011). The contribution amount may be subject to change per Employee Trust Fund, at which time the contribution amount will be adjusted to reflect the new rates.

ARTICLE XIII - WORK DAY, WORK WEEK, OVERTIME

Section 13.01: The normal work schedule for the Deputies assigned to work as Investigators, are Monday through Friday with Saturdays and Sundays being normal days of rest. The regular work day shall be defined as ten consecutive hours, that normally do not begin prior to 05:00 a.m. nor later than 10:00 a.m. By seniority, investigators shall select what regular work day off per week to bring the hours worked cycle to 80 hours in a two week period.

It is understood by the parties that the above schedule may be modified, on a short term basis, to meet the needs of the service.

The normal work schedule for regular full time and part time Deputies shall be 10 consecutive hour days, existing of 4 days on/4 days off; and 4 days on/3 days off. Then the cycle shall repeat itself.

The work period for full time and part-time Deputies shall be a designated twenty-eight (28) day period as provided in the Federal Fair Labor Standards Act (FLSA).

The work shifts shall be as follows:

Patrol Division
6:00 a.m. – 4:00 p.m.
10:00 a.m. – 8:00 p.m.
6:00 p.m. – 4:00 a.m.
8:00 p.m. - 6:00 a.m.

The Forestry/Recreational Officer will maintain a flexible working schedule that includes weekends and evening hours.

It is understood by the parties that Deputies performing work in Drug Enforcement, Criminal or Juvenile Investigations, whether on full time or part-time status, that the above listed work shifts may be modified, upon approval of the Employer, to meet the needs of the service.

By mutual agreement between the Sheriff and the Union a flexible schedule may be created and agreed upon for the rotation of shifts in order to provide enhanced public safety to the general public.

The regular rotation for field services sergeants will be a consistent schedule, such as a 4 on 4

off, as determined by management. However the regular work day of field services sergeants shall be consecutive hour shifts whether the shift is 8, 10, or 12 hours in duration.

Section 13.02: The work shifts shall include a one-half (1/2) hour lunch and two (2) fifteen (15) minute breaks.

Section 13.03: Work schedules shall be posted for two (2) months in advance. Employees may, upon request, check the work schedules further in advance. If changes in the posted schedule are necessary, employees shall be notified as far in advance as possible, but in no event less than twenty-four (24) hours in advance, except in cases of sickness or emergency. Bargaining unit employees shall select their shifts by seniority in classification.

Section 13.04: Overtime shall be paid for all hours, required by the Employer to be worked (at the rate of one and one-half (1-1/2) times the hourly rate) outside the regularly assigned work shift with the exception of required travel for training and training time which shall be at the regular rate of pay unless such hours exceed 171 hours during the designated 28 day work period.

Section 13.05: No part-time or seasonal employee shall work overtime unless all regular employees are working overtime, or are unavailable to work.

Section 13.06: Overtime shall be divided as equally as possible.

Section 13.07: In the event that an employee is called for work or to appear in court before or after his/her assigned work shift, or on his/her day off, the employee shall receive a minimum of two (2) hours pay at one and one-half (1-1/2) times his/her regular rate of pay, or the actual number of hours worked, whichever is greater.

The Sheriff may schedule staff meetings on a voluntary or mandatory basis. If attendance is mandatory, time spent at staff meetings will be in pay status. Voluntary staff meetings will be in non-pay status if held at a time other than an employee's regularly scheduled shift. The two (2) hour minimum call-in time will not apply to the above.

Section 13.08 Political Action: No member of the Law Enforcement Department shall conduct him/herself in partisan or non-partisan political affairs while on official duties and the use of the department's vehicles shall be prohibited for such use.

ARTICLE XIV - SALARY SCHEDULE

Section 14.01: All employees covered by the terms of this Agreement shall be paid according to the Salary Schedule contained hereinafter as Appendix "A".

Section 14.02: In the event a new position is created within the bargaining unit, the parties to this Agreement shall jointly negotiate a salary for this position.

Section 14.03 Deferred Compensation: All members covered under this agreement are able to participate in the County's deferred compensation plan as outlined in the County Human Resource Manual.

ARTICLE XV - INSURANCE AND LIABILITY OF EMPLOYEES

Section 15.01: Whenever any employee is proceeded against in his/her official capacity or as an individual because of acts within the scope of employment committed while carrying out his/her duties as an officer or employee, the County shall pay all attorney's fees, costs of defending the action, and any judgment which may accrue against the employee pursuant to Wisconsin Statutes.

ARTICLE XVI - REIMBURSEMENT FOR COSTS OF TRAINING EDUCATION

Section 16.01: Effective January 1, 2008 all Union Employees covered by the WPPA/Leer Bargaining Agreement will receive reimbursement for Educational/Training according to the Burnett County Policy.

Section 16.02: The Employer will assume all costs, including salary at the employee's regular rate of pay, for all educational courses required or mandated by the State of Wisconsin (not to exceed twenty-four (24) hours annually) or any such courses authorized by the Burnett County Law Enforcement Committee and/or its Chairperson.

All employees will be reimbursed for meals as outlined in the Burnett County Human Resources Manual.

ARTICLE XVII - MILITARY LEAVE OF ABSENCE

Section 17.01:

Employees ordered to attend the two (2) week encampment will be paid the difference, if any, between their normal County salary for the period and his/her military pay.

ARTICLE XVIII - DISCIPLINE

Section 18.01: The parties recognize the authority of the Employer to initiate disciplinary action against employees for just cause.

Section 18.02: The Employer recognizes the principle of progressive discipline when applicable to the nature of the misconduct giving rise to disciplinary action.

Progressive Discipline. No employee may be disciplined, suspended or discharged without just cause. The type of discipline will depend upon the seriousness of the offense, the employee's past record, and related circumstances. The County will use progressive discipline, however, the County and Union recognize that certain major offenses may lead to suspension or termination without prior discipline.

Section 18.03: Any employee who has completed their probationary period shall be entitled to appeal any disciplinary action taken through the grievance procedure.

Section 18.04: If any disciplinary action is taken against an employee, both the employee and the Association will receive copies of this disciplinary action. The notice of disciplinary action shall set forth the reasons upon which the Employer bases its decision to discipline.

Section 18.05: Disciplinary actions involving suspension or termination taken against a bargaining unit employee shall be taken within 30 days of completion of any investigation. The investigation into policy violations, other than criminal investigations, shall be completed within 30 days of commencement of that investigation. In all cases the employee and WPPA/LEER shall be notified on commencement of any investigation by written notice. The notice shall include all pertinent information such as potential policy violations and dates of alleged violations. It is understood that complicated investigations regarding potential crimes may take longer than 30 days. Should that be the case extension will be granted after written notice is provided to the employee and WPPA/LEER.

ARTICLE XIX - CONDUCT OF BUSINESS

Section 19.01: Subject to prior approval by the appropriate supervisor, business agents or representatives of the Association having business with the officers or individual members of the Association may confer with such officers or members during the course of the work day for a reasonable time; provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to the employees.

Section 19.02: The Employer agrees that time spent in the conduct of grievances, negotiations and matters concerning collective bargaining shall not be deducted from the pay of delegated employee representatives of the Association. The Association recognizes a concomitant responsibility to make every reasonable effort not to involve any employee scheduled to work, whose presence is not essential to conducting the business at hand.

The number of employee representatives in pay status at grievance and arbitration meetings shall not exceed two (2). The number of employee representatives in pay status at contract negotiation sessions shall not exceed five (5).

ARTICLE XX - JURY DUTY

Section 20.01: In the event it is necessary for an employee to serve on a jury, the Employer will pay the difference between the employee's jury duty pay and full salary for that period of time the employee serves on the jury.

ARTICLE XXI - HEALTH INSURANCE

Section 21.01: The Employer agrees to pay eighty-eight percent (88%) of the single coverage health, dental and life insurance premium and eighty-eight percent (88%) of the family coverage health, dental and life insurance premium. The County reserves the right to change and/or self-fund said insurance coverage, provided that levels of coverage shall remain substantially equal to those in effect at the time of self-funding or change.

Regular part-time employees who work fifty percent (50%) or more of the hours of a regular full time schedule per week based on the previous six (6) month average (January and July) shall be eligible for health, life and dental insurance with the Employer contribution being the same as for full time employees. In the event an eligible employee works less than the required average in a subsequent six (6) month period, they may continue on insurance at their timely paid full expense provided no more than eighteen (18) such months continuous extended eligibility may be allowed.

It shall be the employee's responsibility to notify the Employer of any change in family status regarding health insurance coverage. This shall include changing from family to single coverage, a change in eligibility of a dependent or a change in marital status. Such notification shall take place within thirty (30) days of the occurrence. Failure to notify the Employer shall result in the employee assuming responsibility for the additional costs of insurance and claims incurred.

ARTICLE XXII - MISCELLANEOUS PROVISIONS

Section 22.01: Employees shall be allowed the use of bulletin boards to be furnished by the Employer for posting Association notices which are reasonably related to local Association business.

Section 22.02: Should any provision of this Agreement be found to be in violation of any Federal, State or Local Law or ordinance by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE XXIII - HOLIDAYS

Section 23.01: All full time Deputy Sheriffs covered by the terms of this Agreement, receive a higher level of PTO time upon hire in lieu of designated paid holidays.

Section 23.02: All full time employees required to work on the normal holidays (New Years Day, President's Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Day After Thanksgiving Christmas Eve and Christmas Day) shall be paid at the rate of time and one-half (1-1/2) their regular rate of pay. If an employee is not regularly scheduled to work on an above normal holiday and is called out and ordered to report for work, the employee shall be paid at the rate of double time and one-half (2-1/2) for all time spent working on the holiday.

Section 23.03: Part-time employees who are required to work on the above named holidays shall be paid at one and one-half (1-1/2) times their regular rate of pay.

ARTICLE XXIV - RESERVED

ARTICLE XXV - EMERGENCY LEAVE WITH PAY

Section 25.01: Employees shall be entitled to emergency leave with pay in the event of death in the employee's immediate family; immediate family shall include: husband, wife, mother, mother-in-law, father, father-in-law, children, brothers, sisters, grandparents and grandchildren. Said leave shall be for a period of up to three (3) days. Employees shall be allowed one (1) day funeral leave to attend the funeral of a brother-in-law, sister-in-law.

Section 25.02: Subject to prior supervisory approval, which shall not be unreasonably withheld, employees may be entitled to emergency leave with pay in the event of serious illness of the husband, wife, children, mother or father of the employee. The leave shall not be for more than three (3) days, and shall be deducted from accumulated sick leave.

ARTICLE XXVI - LEAVES OF ABSENCE

Section 26.01: All requests for a leave of absence shall be submitted, in writing, by the employee to the employee's immediate supervisor, with a copy to the Association. All requests for leave shall be submitted as soon as the need for such leave is known. The request shall state the reason for and the anticipated duration of the leave of absence.

Section 26.02: All requests for a leave of absence shall be answered by the Employer promptly. At the discretion of the Employer, employees may be granted leave of absence without pay for a period of time not to exceed six (6) months, with a renewal of an additional six (6) months at the option of the Employer, for an extended sickness or other extreme reasons. No leave of absence shall be granted to an employee to take another job. Falsification of the reasons for leave may lead to disciplinary action, up to and including discharge.

Section 26.03: No leave of absence shall be unreasonably denied.

Section 26.04 Family and Medical Leave. Family Medical leave is available to all eligible employees. This leave will not replace other leaves available to the employee but can be used to compliment the leave, and will be assigned concurrently. The Employer will administer the leave according to the Federal and State legal requirements.

ARTICLE XXVII - WORKER'S COMPENSATION

Section 27.01: In the event an employee is injured or incurs an illness while at work, and as a result thereof becomes eligible for and receives Worker's Compensation temporary total disability benefits, the Employer agrees to pay said employee the difference between the temporary total

disability benefits and the employee's net pay based upon the normal work day and work week to equal a total of 100 calendar days of disability.

Duration. The County shall deduct from accumulated sick leave or vacation benefits the actual time needed to generate sufficient money to make up the difference between the worker's compensation payment and the amount of the employee's regular net pay. When sick leave benefits and vacation benefits have been exhausted, the employee shall only receive worker's compensation payments.

Section 27.02: In the event there is a dispute as to whether an accident or illness is compensable under the Wisconsin Worker's Compensation Law, payment of supplemental benefits under this Article shall be held up until the dispute is settled, or a final determination is made by the Department of Industry, Labor and Human Relations. If the final determination is to affect that the employee's injury or illness was compensable under the Wisconsin Worker's Compensation Law, the employee shall be paid in a lump sum all of the supplemental pay accumulated hereunder; provided, however, such sum shall in no event exceed that employee's full salary or wages for the period in question.

ARTICLE XXVIII - UNIFORM ALLOWANCE

Section 28.01: Regular full time employees shall be entitled to an initial clothing allowance, payable upon hire as follows:

- A. Deputies - Effective 1/1/2002 \$425.00;
- A. Juvenile Officer and Criminal Investigator - Reimbursement for clothing expenses beyond usual wear and tear, up to a maximum of \$100.00.

Section 28.02: Effective January 2008 the uniform allowance check will be issued to all eligible employees during the month of January of each calendar year. It will be the responsibility of each employee who receives a clothing allowance to submit the proper receipts to qualify as tax exempt according to IRS regulations.

To allow adequate time for processing uniform receipts need to be submitted no later than December 1st in the year in which the clothing allowance was issued. If proper receipts are not submitted by December 1st the amount of the clothing allowance will be recorded on the employee's W-2 form.

- A. Deputies - \$425.00;
- B. Juvenile Officer and Criminal Investigator - Reimbursement for clothing expenses beyond usual wear and tear, up to a maximum of \$100.00.

Section 28.03: Part-time employees shall earn a clothing allowance as follows:

- A. Payable upon hire, part-time employees shall receive the same initial clothing allowance that a full time employee receives under Section 28.01 above;
- B. Thereafter, on the calendar year, during the month of January, part-time employees shall receive a pro-rated clothing allowance which is based on the number of hours

worked in the previous year.

Section 28.04: Uniforms, including the neatness and appearance of footwear, shall be purchased, worn and maintained according to standards established by the Sheriff or his designee.

- The County will follow the contract language, and opposes the Sheriff's ability to unilaterally change the process and established practice of how the clothing allowance is handled, unless changes are bargained in good faith.

Section 28.05: The Employer shall pay for replacement or repair of prescription eyewear or watches damaged in the line of duty as documented by the Sheriff's Department incident report and by receipts verifying the cost of replacement or repair, not to exceed per occurrence - \$50 for watches and \$150 for eyewear.

ARTICLE XXIX - MILEAGE ALLOWANCE

Section 29.01: For authorized travel in the line of duty, employees shall be paid pursuant to the Burnett County Policy.

ARTICLE XXX - AGREEMENT TO CONTROL

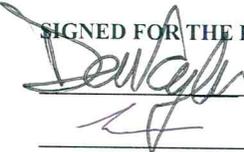
Section 30.01: Whenever there is a conflict between the express terms of this Agreement and any prior ordinance or resolution affecting employees of the Burnett County Sheriff's Department, the Agreement shall control.

ARTICLE XXXI - DURATION

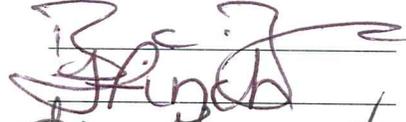
Section 31.01: This Agreement shall become effective as of January 1, 2015, and shall remain in full force and effect through December 31, 2017, and shall renew itself for additional one (1) year periods thereafter, unless either party pursuant to this Article has notified the other party, in writing, that it desires to alter or amend this Agreement at least ninety (90) days prior to the end of the Contract period. The Employer agrees that during bargaining for a succeeding Agreement, it will in no way alter the employment status of any employee except for just cause. The parties agree that the grievance procedure shall remain intact during bargaining for a succeeding Agreement.

Signed on this 21st day of April 2015, on and behalf of the Employer and the Association:

SIGNED FOR THE EMPLOYER:



SIGNED FOR THE ASSOCIATION:



May 28/15

LETTER OF UNDERSTANDING “A”

The Association requests to commence dialogue on attaining a contractual qualification promotional procedure on how field training officers and sergeants are determined and will work with County HR and Sheriff Department Management to work towards that end. The process for dialogue will end December 31, 2015 unless agreed by both parties to continue. If a resolution is unattainable the issue cannot be grieved nor can the parties seek a resolution through a third party outside of the confines of the staff/union members involved.

**LETTER OF AGREEMENT
BETWEEN BURNETT COUNTY
AND
THE BURNETT COUNTY LAW ENFORCEMENT ASSOCIATION**

As part of the 2008 – 2010 negotiated settlement between the Parties, the following Agreement has been reached regarding the transition of changing the vacation carry over from the anniversary year to the calendar year as referenced in Section 24.06 of the 2005 – 2007 contract as follows;

The existing bargaining unit members covered under this agreement will be allowed to maintain their existing carry over balance on the books as of December 31, 2008 until those hours are used, and then bargaining unit members must abide by contractual limitations as it related to utilization and carry over into the succeeding calendar year.

**WAGE APPENDIX A
HOURLY RATES 2015-2017**

DEPUTY	D0	D1	D2	D3	D4	D5
	Start	Step 1	Step 2	Step 3	Step 4	Step 5
January 1, 2015	\$22.06	\$23.25	\$24.43	\$25.59	\$26.09	\$26.59
January 1, 2016	\$22.06	\$23.25	\$24.43	\$25.59	\$26.09	\$26.59
January 1, 2017	\$22.06	\$23.25	\$24.43	\$25.59	\$26.09	\$26.59

PATROL SERGEANT, FIELD SERVICES SUPERVISOR AND DEPUTY ASSIGNED
INVESTIGATIVE DUTIES receive \$1.00 more per hour than the Deputy

FIELD SERVICES SERGEANT AND/DEPUTY ASSIGNED INVESTIGATOR	S0	S1	S2	S3	S4	S5
	Start	Step 1	Step 2	Step 3	Step 4	Step 5
January 1, 2015	\$23.06	\$24.25	\$25.43	\$26.59	\$27.09	\$27.59
January 1, 2016	\$23.06	\$24.25	\$25.43	\$26.59	\$27.09	\$27.59
January 1, 2017	\$23.06	\$24.25	\$25.43	\$26.59	\$27.09	\$27.59

Employees serving as Field Training Officer shall receive a stipend of \$.50 per hour added to their regular base wage for each hour spent as a Field Training Officer.

With the addition of two steps to the wage matrix, those currently in step 3, will remain in step three for 2015 and each subsequent year move into the next step. Normal progression will occur for those not currently in Step 3.