

**REVISED**

RESOLUTION NO. 18-54

LABOR AGREEMENT OZAUKEE COUNTY DEPUTY SHERIFF'S ASSOCIATION 2019-  
2020

RESOLVED, by the Ozaukee County Board of Supervisors, based on contract negotiations, the 2017-2018 labor agreement between Ozaukee County and the Ozaukee County Deputies Association, which will be on file in the Department of Human Resources, is hereby ratified and approved. Said contract provides among other things that:

1. All terms of the 2017-2018 Collective Bargaining Agreement between the parties shall remain in full force and effect except as modified herein.
2. The duration of the contract shall be from January 1, 2019 through December 31, 2020.
3. Revise **Article 1 - Recognition and Representation**. Amend Section 1.01 entitled "Recognition" to read as follows:

The Employer recognizes the Association as the exclusive bargaining agent for all sworn personnel classified by Ozaukee County as protective occupation participants in the Wisconsin Retirement System per 40.02(48)(a) Wis. Stats., (including all individuals serving probationary periods) employed by the Ozaukee County Sheriff's Department, excluding Jailers, ~~Jail Sergeants~~, office clericals, supervisory, managerial, executive and confidential employees for the purpose of collective bargaining with the County or its lawfully authorized representatives, on questions of wages, hours and conditions of employment.

Wherever the term "employee" or "employees" is used in this Agreement, shall refer to full-time employee or employees unless specifically provided otherwise.

The representative of the Sheriff, whenever used in this Agreement, shall refer to the Undersheriff or Captain and then to a supervisor who is not included in the bargaining unit.

4. Revise **Article 6 - Probationary Period**. Amend Section 6.01 entitled "Probation" to read as follows:

All newly hired employees, whether hired from outside the Department or promoted from the jail, shall serve a probationary period of one (1) calendar year from the date of hire or promotion. Probationary employees may be disciplined or discharged for any reason at the sole discretion of the Sheriff without recourse to any appeal or grievance procedure, but such probationary employees shall be entitled to all other rights and benefits of this Agreement. Continued service beyond the specified probationary period shall be deemed evidence of satisfactory completion of probation.

5. Revise **Article 7 - Seniority, Section 7.03(e)**. Delete the final paragraph of Article 7 - Seniority, Section 7.03(e) and replace such language with the parties' CSU Wage Rate Side Letter of Agreement as follows:

e) [ . . . . ]

~~Upon an Employee being assigned to CSU, the Employee's wages shall be set at the lesser of either the Employee's contractual rate or the top patrol rate. - Once set, Employee's wage rate shall remain frozen for the entirety of the CSU assignment, but Employee's progression on the pay scale shall continue so when the Employee leaves his/her CSU assignment, Employee's service on the CSU is recognized for progression on the pay scale~~

~~It is hereby understood that employees assigned, in the Sheriff's sole and absolute discretion, to the CSU shall be considered members of the bargaining unit and engaged in active law enforcement (protective occupation participant under Wis. Stat. § 40.02(48)(a)) while assigned to the CSU. For purposes of establishing wage rate all Employees whether from a patrol assignment or a jail assignment assigned to the CSU shall be placed in the "Patrol Officer" classification in Section 12.01 of this Agreement and paid at the rate in the classification most closely corresponding to the Employee's wage rate prior to the CSU assignment that does not result in a reduction of wage rate. Thereafter, all CSU Employees shall progress in the "Patrol Officer" classification wage table according to tenure and shall receive all increases, if any, to the wage rates that otherwise apply to Patrol Deputies in the same wage classification. The assignment to CSU is made in the Sheriff's sole and absolute discretion and an employee may be removed from such assignment in the Sheriff's sole and absolute discretion.~~

6. Revise **Article 7 - Seniority**. Create Section 7.08 entitled "Vacation and Wage Rates for Lateral Hires," to read as follows:

Any employee hired as a lateral hire from an outside law enforcement agency may, in the Sheriff's sole and absolute discretion: (a) receive a vacation allowance commensurate with their years of experience as a full-time sworn law enforcement officer; and (b) immediately be placed at the wage rate commensurate with their years of experience as a full-time law enforcement officer. Employees hired under this Section will begin to earn seniority rights and privileges on the date of hire with the Ozaukee County Sheriff's Department, with such seniority being granted upon satisfactory completion of their probationary period in accordance with Section 6.03 of this Agreement.

7. Revise **Article 12 - Wages, Section 12.01**. Consolidate all wage tables into the table identified as "Employees hired after 1/1/15" ("LAW 3"). The LAW 3 table will be amended to read as follows:

~~For Employees Hired Before January 1, 2005 (LAW 1)~~

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Patrol Officer	\$25.06	\$28.39	\$29.84	\$31.33	\$32.88	\$34.50

Detective/Sergeant    \$27.36    \$30.92    \$32.18    \$34.13    \$35.85    \$37.66

(5) Labor Association of Wisconsin Patrol and Detective Deputies Union Wage Scale

~~For Employees Hired After January 1, 2005 and Before January 1, 2015-~~    (~~LAW 2~~)

	Step-1	Step-2	Step-3	Step-4	Step-5	Step-6	Step-7	Step-8
Patrol Officer	\$25.06	\$26.39	\$27.73	\$29.07	\$30.43	\$31.79	\$33.13	\$34.50
Detective/Sergeant	\$27.36	\$28.84	\$30.33	\$31.77	\$32.08	\$34.72	\$36.19	\$37.66

~~For Employees Hired After January 1, 2015~~    (~~LAW 3~~)

	Step-1	Step-2	Step-3	Step-4	Step-5
Patrol Officer	\$27.56	\$29.53	\$29.84	\$31.33	\$32.88
Detective/Sergeant	\$30.08	\$32.16	\$32.51	\$34.13	\$35.85

Ozaukee Deputy Sheriffs' Association Effective January 1, 2019 (2.0%)

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
Patrol Officer	<u>\$28.11</u>	<u>\$30.12</u>	<u>\$30.44</u>	<u>\$31.96</u>	<u>\$33.54</u>	<u>\$33.79</u>	<u>\$35.19</u>	
Detective/Sergeant	<u>\$30.68</u>	<u>\$32.80</u>	<u>\$33.13</u>	<u>\$34.81</u>	<u>\$36.57</u>	<u>\$36.91</u>	<u>\$38.41</u>	
Jail Sergeant	<u>\$26.61</u>	<u>\$28.05</u>	<u>\$29.20</u>	<u>\$30.90</u>	<u>\$32.34</u>	<u>\$33.77</u>	<u>\$35.21</u>	<u>\$36.63</u>

Ozaukee Deputy Sheriffs' Association Effective July 1, 2019 (1.0%)

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
Patrol Officer	<u>\$28.39</u>	<u>\$30.42</u>	<u>\$30.74</u>	<u>\$32.28</u>	<u>\$33.88</u>	<u>\$34.13</u>	<u>\$35.54</u>	
Detective/Sergeant	<u>\$30.99</u>	<u>\$33.13</u>	<u>\$33.49</u>	<u>\$35.16</u>	<u>\$36.94</u>	<u>\$37.28</u>	<u>\$38.79</u>	
Jail Sergeant	<u>\$26.88</u>	<u>\$28.33</u>	<u>\$29.49</u>	<u>\$31.20</u>	<u>\$32.67</u>	<u>\$34.11</u>	<u>\$35.56</u>	<u>\$36.99</u>

Employees in the table in effect for employees hired before 1/1/05 shall be moved to the Step 8 rate in LAW 3. Employees in the table in effect for employees hired after 1/1/05 but before 1/1/15 shall be moved to the corresponding column based upon tenure.

**Wage Offer:** Following the consolidation discussed above, 2% across the board on January 1, 2019, and 1% across the board effective the pay period first following July 1, 2019; 3% across the board on January 1, 2020.

8. Revise **Article 12 - Wages, Section 12.03**. Amend Article 12 - Wages, Section 12.03 to read as follows:

~~The Employer shall pay to the Wisconsin Retirement System in lieu of an equal amount of the retirement contributions required to be deducted from each payment of earnings to participating employees, the full amount of such retirement contributions under s. 40.05 for employee classified as protective with social security. - All such payment of contributions made by the Employer shall be reported to the Wisconsin Retirement System per s. 40.05.~~

~~Effective January 1, 2015,~~ Employees hired prior to July 1, 2011, shall pay ~~contribute the same amount~~ towards the Wisconsin Retirement System ~~as general occupation~~ the full employee contribution for employees classified as protective occupation employees with social security as determined under ss. 40.03(1)(e) and 40.05(1)(a) and the Wisconsin Department of Employee Trust Funds.

~~Employees hired on or after July 1, 2011 shall contribute the same amount towards the Wisconsin Retirement System as general occupation employees as determined by under s. 40.03(1)(e) and the Wisconsin Department of Employee Trust Funds.~~

9. Revise **Article 12 - Wages, Section 12.06**. Amend Article 12 - Wages, Section 12.06 to read as follows:

Longevity pay of four dollars (\$4.00) for each full month of employment will be paid each January for service concluded on the preceding December 31. A full month of employment shall refer to any month in which an employee receives pay from the County for at least nine (9) work days. An employee receiving Worker's Compensation payments for temporary-total or temporary-partial disability based on employment with the County will be considered as receiving pay from the County for the purposes of this Section.

An employee on layoff or unpaid leave of absence exceeding thirty (30) continuous days shall receive a pro-rata amount of the total due under this provision based upon the number of months during the twelve (12) month period prior to the preceding December 31 that the employee received credit for a full month of employment. An employee who resigns or is terminated from employment shall not receive any longevity pay for the months they were employed during the calendar year in which they resigned or were terminated. An employee who retires shall receive a pro-rata amount of the total due under this provision based on the number of months during the twelve (12) month period prior to the preceding December 31 that the employee received credit for a full month of employment.

All longevity payments shall be to an account designated by the employee. ~~a tax-deferred account.~~

10. Revise **Article 14 - Uniform Allowance, Section 14.01**: Amend Article 14 - Uniform Allowance, Section 14.01(b) to read as follows:

a) Subject to sub. (b) below, Employees shall be entitled to a clothing allowance of \$1,000.00 annually, which shall be paid out in two (2) equal installments. ~~in the following manner:~~

1. The first payment of one-half of the agreed upon allowance shall be on the last pay date in January and the second payment of one-half the agreed upon allowance shall be on the last pay date in July. An employee must be on active payroll at the time of the scheduled payment to qualify for the uniform or clothing allowance payment. All uniform or clothing

allowance payments shall be taxable income and subject to withholding in accordance with the County's payroll practices. All payments shall be pro-rated for newly-hired or promoted employees based upon date of hire/promotion.

b) ~~Requirements for qualification for additional clothing allowance~~ An employee shall not qualify for the clothing allowance in sub. (a) above unless:

1. Duties require the employee to wear a business suit or similar attire for the performance of his or her regular work through the month.
2. The employee is regularly classified as a Detective.

11. Revise **Article 15 - Insurance, Section 15.01**. Amend Article 15 - Insurance, Section 15.01 to read as follows:

The policy of furnishing group health insurance shall be as follows:

a) For full-time employees, hired before July 1, 2011, the Employer shall pay up to eighty-eight percent (88%) of the premium cost of a single plan, a family plan or an employee plus one plan of group health insurance under the County's insurance plans offered. The employee will be required to pay the other twelve percent (12%) of the premium cost through payroll deduction.

b) For full-time employees, hired after July 1, 2011, the Employer shall pay up to eighty percent (80%) of the premium cost of a single plan, a family plan or an employee plus one plan of group health insurance under the County's insurance plans offered. The employee will be required to pay the other twenty percent (20%) of the premium cost through payroll deduction. The percentage contributions shall be adjusted during the term of this Agreement to be consistent with County policy for other county employees hired after July 1, 2011, provided that in no event shall the employee be required to pay more than twenty percent (20%) of the premium cost. ~~the employee will be required to pay a premium contribution equivalent to eleven percent (11%) plus a payment of earnings equal to the difference between the total Protective with Social Security contribution percentage and the General contribution percentage, as approved by the Wisconsin Department of Employee Trust Funds under s. 40.03(1)(e) (5.0% in 2012) through payroll deduction. The Employer shall contribute the remainder of the premium cost of a single plan, a family plan or an employee plus one plan of group health insurance under the County's insurance plans offered.~~

c) An employee, hired after July 1, 2011, promoted to the Patrol Division, Detective Bureau or to the position of Sergeant, per the guidelines in ARTICLE 24, shall pay a premium contribution equivalent to the amount contained in 15.01(a) above.

d) Employees hired prior to January 1, 2015 retiring from the County at age fifty (50) or later, with a minimum of twenty (20) years of continuous service with the County shall be entitled to a health insurance supplemental payment of five thousand dollars (\$5,000.00) up to the minimum age at which Medicare begins. Employees will receive a pro-rated amount from date of retirement. Yearly amounts can be used for five (5) years

at any time after age 50 or until Medicare eligible (maximum benefit of \$25,000).

12. Revise **Article 17 - Vacations, Section 17.07**. Amend Article 17 - Vacations, Section 17.07 to read as follows:

In addition to the vacation leave provided for in Section 17.01, each employee who has successfully completed his or her probationary period ~~completed one (1) year of continuous employment~~ shall receive one (1) day off with pay per year, which day shall be identified as a "floating holiday" and granted to each eligible employee on January 1 of each year. This day off must be taken within the ~~employee's anniversary calendar~~ year in which it is earned and will be scheduled on at least ten (10) days prior notice, by mutual agreement between the employee and the Sheriff or, in the Sheriff's absence, the Officer in charge. For calendar year 2019 only, employees shall be permitted to carry over any unused floating holiday earned as a result of an anniversary date occurring in calendar year 2018. Such carried over floating holiday will be forfeited if not used by December 31, 2019. The selection of the floating holiday referenced in this Section shall not be denied as a result of other scheduled vacation off-time.

13. Revise **Article 27 - Duration, Section 27.1**. This section will be modified to reflect a two (2) year agreement.

14. Revise **Side Letter of Agreement - Jail Sergeants**. Incorporate the Side Letter of Agreement clarifying that: (1) all Jail Sergeants are sworn personnel classified by Ozaukee County as "protective occupation participants" in the Wisconsin Retirement System per Wis. Stat. § 40.02(48)(a); and (2) all Jail Sergeants for seniority purposes will be treated in the same manner as Jail personnel being promoted to patrol in that their seniority date begins with the date they now become a part of the Association, and in the future, the date they are promoted into the position versus their original hire date.

Dated at Port Washington, Wisconsin, this 6th day of February 2019.

*SUMMARY: Ratification and approval of the 2019-2020 labor agreement between Ozaukee County and the Ozaukee County Deputies Association.*

*VOTE REQUIRED: Majority*

**EXECUTIVE COMMITTEE**

**RESULT:** APPROVED [UNANIMOUS]

**MOVER:** P. Marchese, Supervisor District 20

**SECONDER:** J. Rothstein, Supervisor District 26

**AYES:** Melotik, Rothstein, Marchese, Geracie, Korinek

**EXCUSED:** L. Schlenvogt

OZAUKEE COUNTY BOARD

**RESULT:**       **ADOPTED [23 TO 1]**

**MOVER:**        R. Nelson, Supervisor District 6

**SECONDER:**   K. Geracie, Supervisor District 15

**AYES:**         Dohrwardt, Jobs, Clark, Nelson, Becker, Larson, Melotik, Wolf, Richart,  
Korinek, Herro, Geracie, Gall, Krieg, Wirth, Ross, Marchese, Strom,  
Holyoke, Henrichs, Braverman, Read, Rothstein

**NAYS:**         Grabow

**EXCUSED:**     Winker, Schlenvogt