

RESOLUTION NO. 20-64

LABOR AGREEMENT OZAUKEE COUNTY DEPUTY SHERIFF'S ASSOCIATION 2021-2022

RESOLVED, by the Ozaukee County Board of Supervisors, based on contract negotiations, the 2021-2022 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 2021-2022 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, 2021 through December 31, 2022.
3. Revise **Cover Page, "Agreement" Section, and Signature Page**. Within each section, make the following revision: the Ozaukee County Deputy Sheriffs' Association, ~~Local 115 of the Labor Association of Wisconsin, Inc.~~
4. Revise **Article 2 - Dues Checkoff-Fair Share Agreement**. Replace all of Article 2 - Dues Checkoff-Fair Share Agreement with the following language:

The County agrees to deduct monthly dues in the amount certified by the Ozaukee Deputy Sheriff's Association ("Association") from the pay of employees who individually sign a dues deduction authorization form provided by the County where the employee is knowingly and affirmatively consenting to the deduction of dues from the employee's paycheck, including any local association dues which the employee has authorized to be deducted in conjunction with the Association dues.

It shall be the employee's responsibility to sign the dues deduction authorization form and provide the signed form to the County and Association no less than 30 days prior to the date in which dues deductions are to commence. The County shall deduct the combined dues amount each month for each employee requesting such deduction, upon receipt of such form and shall remit the total of such deductions, with a list of employees from whom such sums have been deducted, to the Association, in one lump sum not later than the 15th of each month. With respect to newly hired employees, such deductions will commence in the month following completion of the probationary period.

Authorization of dues deduction by a member may be revoked upon notice in writing to the County and the Association with the understanding that the deduction will cease as reasonably as practical after receipt of written notice of revocation. No employee shall be required to join the Association, but membership in the Association shall be made available to all employees in the bargaining unit who apply consistently with the Association Constitution and By-Laws.

No employee shall be denied membership because of race, creed, color, sex or other legally protected class status.

It is expressly understood and agreed that the Association will refund to the County or the employee involved any dues erroneously deducted by the County and paid to the Association. The Association shall indemnify and hold the County harmless against any and all third-party

claims, demands, suits, orders, judgments or any other forms of liability against or incurred by the County, including all costs of defense and attorney's fees, which may arise out of action taken or not taken by the County's compliance with this Article.

~~a) The employer, upon receipt of an authorization card at the Human Resources 2-1 Department, shall deduct Association dues from the payroll checks of all employees so 2 authorizing the deduction in an amount certified by the Treasurer of the Association. Checkoff 3 shall become effective in the next pay period designated for such deductions after filing such card 4 with the Human Resources Department. The County agrees that it will make deductions from the 5 employees' paychecks for Association dues and the amount of the employee contribution for 6 health insurance premium costs during different pay periods, if the County can reach the same 7 agreement with all of its unionized employees. 8~~

~~b) Changes in the dues' amounts to be deducted shall be certified by the Association at 9 least thirty (30) calendar days before the date on which the change is to be effective. 10~~

~~c) The Association shall indemnify, defend, and save the Employer harmless against 11 any and all claims, demands, suits, orders or judgments that shall arise out of or by reason of 12 action taken by the Employer in compliance with employee payroll deduction authorization cards 13 submitted by the Association to the Employer.~~

5. Revise **Article 11 - Overtime, Section 11.** Amend the language of Article 11 - Overtime, Section 11.05 as follows:

Any officer who has canine responsibilities shall be credited with eight and one-quarter hours (8-1/4) of straight time off each month and eight and one-quarter hours (8-1/4) of straight time pay each month for treatment and care of the dog away from the Sheriff's Department. The parties understand and acknowledge that this straight time pay and straight time off is in addition to other valuable benefits provided by the County to officers with canine responsibilities, including but not limited to a take home vehicle, reimbursement of veterinarian and other medical costs associated with the canine, and maintenance costs associated with the canine (e.g., food, kenneling costs, toys, etc.). The parties understand, acknowledge and agree that the total of compensation provided herein and all other benefits conferred upon an officer with canine responsibilities are reasonable and adequate consideration for the officer in relation to such canine responsibilities. If an officer with canine responsibilities is required to provide an unusually greater amount of care to his or her canine during a particular month than otherwise typically required, that officer shall timely notify the Sheriff or the Sheriff's designee of such circumstances to permit the Sheriff or designee to evaluate whether additional compensation shall be issued to the canine officer for that month, whether in the form of straight time off, straight time pay, or otherwise.

6. Revise **Article 12 - Wages, Section 12.01.** Amend the language of Article 12, Section 12.01 as follows:

Ozaukee Deputy Sheriffs' Association Effective first full pay period following January 1, 2021 (2.0%)

<u>Step</u>	<u>01</u>	<u>02</u>	<u>03</u>	<u>04</u>	<u>05</u>	<u>06</u>	<u>07</u>
<u>Patrol Officer/CSU Deputy</u>	<u>\$29.82</u>	<u>\$31.96</u>	<u>\$32.29</u>	<u>\$33.92</u>	<u>\$35.60</u>	<u>\$35.85</u>	<u>\$37.34</u>
<u>Detective/Sergeant</u>	<u>\$32.56</u>	<u>\$34.80</u>	<u>\$35.18</u>	<u>\$36.93</u>	<u>\$38.81</u>	<u>\$39.17</u>	<u>\$40.75</u>

Ozaukee Deputy Sheriffs' Association Effective first full pay period following July 1, 2021 (0.50%)

<u>Step</u>	<u>01</u>	<u>02</u>	<u>03</u>	<u>04</u>	<u>05</u>	<u>06</u>	<u>07</u>
<u>Patrol Officer /CSU Deputy</u>	<u>\$29.97</u>	<u>\$32.12</u>	<u>\$32.45</u>	<u>\$34.09</u>	<u>\$35.78</u>	<u>\$36.03</u>	<u>\$37.53</u>
<u>Detective/Sergeant</u>	<u>\$32.72</u>	<u>\$34.97</u>	<u>\$35.36</u>	<u>\$37.11</u>	<u>\$39.00</u>	<u>\$39.37</u>	<u>\$40.95</u>

Ozaukee Deputy Sheriffs' Association Effective first full pay period following January 1, 2022 (3.0%)

Step	01	02	03	04	05	06	07
Patrol Officer /CSU Deputy	\$30.87	\$33.08	\$33.42	\$35.11	\$36.85	\$37.11	\$38.66
Detective/Sergeant	\$33.70	\$36.02	\$36.42	\$38.22	\$40.17	\$40.55	\$42.18

Effective January 1, 2019 (2.0%)

Step	01	02	03	04	05	06	07
Patrol Officer	\$28.11	\$30.12	\$30.44	\$31.96	\$33.54	\$33.79	\$35.19
Detective/Sergeant/ Jail Sergeant	\$30.68	\$32.80	\$33.16	\$34.81	\$36.57	\$36.91	\$38.41

Effective July 1, 2019 (1.0%)

Step	01	02	03	04	05	06	07
Patrol Officer	\$28.39	\$30.42	\$30.74	\$32.28	\$33.88	\$34.13	\$35.54
Detective/Sergeant/ Jail Sergeant	\$30.99	\$33.13	\$33.49	\$35.16	\$36.94	\$37.28	\$38.79

Effective January 1, 2020 (3.0%)

Step	01	02	03	04	05	06	07
Patrol Officer	\$29.24	\$31.33	\$31.66	\$33.25	\$34.90	\$35.15	\$36.61
Detective/Sergeant/ Jail Sergeant	\$31.92	\$34.12	\$34.49	\$36.21	\$38.05	\$38.40	\$39.95

7. Revise **Article 15 - Insurance, Section 15.05**. Eliminate the pay-up provisions associated with long-term disability insurance within Article 15 - Insurance, Section 15.05 by amending the language as follows:

~~Employees may, on an individual basis, obtain additional coverage, provided that the cost for any said additional coverage is paid by the employee. Employees may be required to prove insurability.~~ The Employer shall, at the Employer's cost, provide group long-term disability insurance. Eligibility, benefits and other coverage provisions shall be as provided in the master insurance agreement. ~~The following is a general summary description of such provisions:~~

~~(A monthly benefit of sixty percent [60%] of the monthly salary, with a maximum of seven hundred fifty dollars [\$750.00], but coordinated with other benefits so that the overall maximum amount received, including benefits from this insurance and any benefits from sick leave, Worker's Compensation, primary and family social security and any pension or group disability income plan sponsored by or made available through the County, shall be seventy percent [70%] of the employee's monthly salary. Employees are eligible for this insurance upon completion of six [6] full months of employment. There is a waiting period of ninety [90] consecutive days for sickness and accidents. Benefits payable as a result of sickness may be continued for five [5] years, if a member is totally or partially disabled after attainment of age sixty-nine [69], the benefit period will be one year.)~~

~~An employee receiving long term disability insurance will be considered as receiving pay from the County for the purposes of this Section.~~

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

Dated at Port Washington, Wisconsin, this 6th day of January 2021.

SUMMARY: Ratification and approval of the 2021-2022 labor agreement between Ozaukee County and the Ozaukee County Deputies Association.

VOTE REQUIRED: Majority

EXECUTIVE COMMITTEE

RESULT: APPROVED [UNANIMOUS]

MOVER: R. Nelson, Supervisor District 6

SECONDER: K. Geracie, Supervisor District 15

AYES: Schlenvogt, Melotik, Wolf, Geracie, Korinek, Nelson

RES. 20-64:

Labor Agreement
Ozaukee County Deputy Sheriff's Association
2021-2022

 **Passed By Majority Vote**

Winker		YES
Haas		YES
Jobs		YES
Schlenvogt		YES
Clark		YES
Nelson	M	YES
Becker		EXCUSED
Larson		YES
Grabow		YES
Melotik		YES
Wolf		YES
Richart		YES
Korinek		YES

Herro	S	YES
Geracie		YES
Duecker		YES
Irish		YES
Wirth		YES
Ross		YES
Marchese		YES
Strom	EXCUSED	XXXXXXXX
Holyoke		YES
Henrichs		YES
Braverman		YES
Read		YES
Minkel-Dumit		YES