

RESOLUTION NO. 22-38

LABOR AGREEMENT OZAUKEE COUNTY DEPUTY SHERIFF'S ASSOCIATION 2023-2025

RESOLVED, by the Ozaukee County Board of Supervisors, based on contract negotiations, the 2023-2025 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 2023-2025 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, 2023 through December 31, 2025.
3. **Throughout Agreement.** Amend Agreement throughout to remove gender-specific references and make all references gender-neutral.
4. Revise **Article 8 - Discipline.** Clarify the discipline process by amending the language as follows:

Section 8.01: Employees who have completed their initial probationary period may be suspended, demoted, dismissed or otherwise disciplined for just cause as follows: a) Whenever the Sheriff, or Undersheriff ~~or Captain~~ believes that an employee has acted so as to show him or her to be incompetent to perform his or her duties or to have merited suspension, demotion or dismissal, the Sheriff or Undersheriff shall report in writing to the Public Safety Committee setting forth specifically ~~his~~ the complaint against the employee, and ~~when the party filing the complaint is the Sheriff, Undersheriff or Captain, he~~ may suspend or demote the employee at the time such complaint is filed.

Section 8.02:

a) ~~If an accused employee requests a hearing under Section 8.01(c), Within three (3) weeks after filing of the request for a hearing provided for in Section 8.01(e) above,~~ the Public Safety Committee shall appoint a time and place for the hearing of the charges, the time to be within three (3) weeks after filing of the request for a hearing, and the Committee shall notify the Sheriff, or Undersheriff ~~or Captain~~ who filed the complaint with the Committee, and the accused employee of the time and place of such hearing. The Committee may take testimony at the hearing, and any testimony taken shall be transcribed. The Chairperson of the Committee shall issue subpoenas for the attendance of such witnesses as may be requested by the accused or the Sheriff.

d) The accused may appeal from the order to the Circuit Court by serving written notice thereof on the Chairperson of the Committee within ten (10) days after the order is filed. Within five (5) days thereafter, the Committee shall certify to the Clerk of the Circuit Court the record of the proceedings, including all documents, testimony and minutes. The action shall then be at issue and shall have precedence over any other cause of a different nature pending in the court, which

shall always be open to the trial thereof.

The court shall, upon application of the accused or of the Public Safety Committee, fix a date of trial, which shall not be later than fifteen (15) days after such application, except by agreement. The trial shall be by the court and upon the return of the Committee, except that the court may require further return or the taking and return of further evidence by the Committee. The question to be determined by the court shall be: Upon the evidence, is there just cause, as described under Wisconsin State Statute 59.26(8)(b)5m. ~~1(5)(m)~~ to sustain the charges against the accused? No costs shall be allowed either party and the Clerk's fees shall be paid by the County. If the order of the Committee is reversed, the accused shall be forthwith reinstated and entitled to his or her pay as though in continuous service. If the order of the Committee is sustained, it shall be final and conclusive.

5. Revise **Article 10 - Hours of Work, Delete Section 10.04 - Time Clocks.**

~~Section 10.04—Time Clocks:—If the Employer utilizes time clocks, all employees shall use such time clocks in the following manner:~~

~~Punch in at starting time;~~

~~Punch out at quitting time.~~

~~Exceptions may be made to this rule when it is impractical to follow.~~

6. Revise Article 11 - Overtime, Section 11.03 - Standby. Clarify the approval process by amending the language as follows:

Section 11.03 - Standby: Employees, when put on standby alert by the Sheriff or Sheriff's designee, shall receive additional half-time (1-1/2) pay for any time on said alert in excess of eight (8) hours.

7. Revise **Article 17 - Vacations, Section 17.01.** Amend the language in the first paragraph and the accrual chart as follows:

Section 17.01: Employees shall accrue vacation, based on the schedule below. Accruals will be credited to the employee on the first pay period of the month. Employees must be paid ten (10) or more days per month to be eligible for the accrual. No vacation leave may be taken ~~during the first year of employment~~ until the employee completes the field training period unless otherwise authorized by the Sheriff.

For Employees Hired After July 1, 2011

Upon Completion of	NORMAL WORK WEEK	MONTHLY ACCRUAL	MAXIMUM ANNUAL ACCRUAL
Hire Date	40.00 Hours 41.25 Hours	8.89 hours 9.17 hours	80 hours 82.50 hours
6 <u>3</u> Years of Continuous Service	40.00 Hours 41.25 Hours	13.34 hours 13.75 hours	120.00 hours 123.75 hours
14 <u>6</u> Years of Continuous Service	40.00 Hours 41.25 Hours	17.78 hours 18.34 hours	160.00 hours 165.00 hours
24 <u>14</u> Years of Continuous Service	40.00 Hours 41.25 Hours	22.23 hours 22.92 hours	200.00 hours 206.25 hours

For Employees Hired Before July 1, 2011

Hire Date	40.00 Hours 41.25 Hours	13.34 hours 13.75 hours	120.00 hours 123.75 hours
6 Years of Continuous Service	40.00 Hours 41.25 Hours	17.78 hours 18.34 hours	160.00 hours 165.00 hours
14 Years of Continuous Service	40.00 Hours 41.25 Hours	22.23 hours 22.92 hours	200.00 hours 206.25 hours
24 Years of Continuous Service	40.00 Hours 41.25 Hours	26.67 hours 27.50 hours	240.00 hours 247.50 hours

8. Revise **Article 24 - Promotional Procedure Guidelines, Section 24.01(A) - Promotional Procedure.** Amend the language in the paragraph titled “Written examination score” as follows:

Written examination score - Candidates must receive a score of seventy percent (70%) or higher on the written test to be eligible to participate in the oral examination. The ~~Human Resources Director~~ Sheriff’s Office Administrative Coordinator will handle the scoring of the written test and will initially indicate to the Sheriff and the Public Safety Committee whether the applicant passed or failed. The exact scores on the written examination will be disclosed to the Sheriff and the Public Safety Committee after the oral interview scores have been computed.

9. Revise **Article 12 - Wages, Section 12.01.** 4% across the board effective January 1, 2023; 3% across the board effective January 1, 2024; 1% across the board effective July 1, 2024; 3% across the board effective January 1, 2025.

Effective January 1, 2021 (2.0%)							
	Hire	12 months	24 months	36 months	48 months	60 months	72 months
Patrol Officer	\$29.82	\$31.96	\$32.29	\$33.92	\$35.60	\$35.85	\$37.34
Detective/Sergeant/ Jail Sergeant	\$32.56	\$34.80	\$35.18	\$36.93	\$38.81	\$39.17	\$40.75
Effective July 1, 2021 (0.5%)							
	Hire	12 months	24 months	36 months	48 months	60 months	72 months
Patrol Officer	\$29.97	\$32.12	\$32.45	\$34.09	\$35.78	\$36.03	\$37.53
Detective/Sergeant/ Jail Sergeant	\$32.72	\$34.97	\$35.36	\$37.11	\$39.00	\$39.37	\$40.95
Effective January 1, 2022 (3.0%)							
	Hire	12	24	36	48	60	72

		months	months	month	month	month	month
				s	s	s	s
Patrol Officer	\$30.87	\$33.08	\$33.42	\$35.11	\$36.85	\$37.11	\$38.66
Detective/Sergeant/ Jail Sergeant	\$33.70	\$36.02	\$36.42	\$38.22	\$40.17	\$40.55	\$42.18

<u>Effective January 1, 2023</u> <u>(4.0%)</u>							
	<u>Hire</u>	<u>12</u> <u>month</u> <u>s</u>	<u>24</u> <u>months</u>	<u>36</u> <u>months</u>	<u>48</u> <u>months</u>	<u>60</u> <u>months</u>	<u>72</u> <u>months</u>
<u>Patrol Officer</u>	<u>\$32.10</u>	<u>\$34.40</u>	<u>\$34.76</u>	<u>\$36.51</u>	<u>\$38.32</u>	<u>\$38.59</u>	<u>\$40.21</u>
<u>Detective/Sergeant/ Jail Sergeant</u>	<u>\$35.05</u>	<u>\$37.46</u>	<u>\$37.88</u>	<u>\$39.75</u>	<u>\$41.78</u>	<u>\$42.17</u>	<u>\$43.87</u>
<u>Effective January 1, 2024</u> <u>(3.0%)</u>							
	<u>Hire</u>	<u>12</u> <u>month</u> <u>s</u>	<u>24</u> <u>months</u>	<u>36</u> <u>months</u>	<u>48</u> <u>months</u>	<u>60</u> <u>months</u>	<u>72</u> <u>months</u>
<u>Patrol Officer</u>	<u>\$33.07</u>	<u>\$35.44</u>	<u>\$35.80</u>	<u>\$37.61</u>	<u>\$39.47</u>	<u>\$39.75</u>	<u>\$41.41</u>
<u>Detective/Sergeant/ Jail Sergeant</u>	<u>\$36.10</u>	<u>\$38.58</u>	<u>\$39.01</u>	<u>\$40.94</u>	<u>\$43.03</u>	<u>\$43.44</u>	<u>\$45.18</u>
<u>Effective July 1, 2024</u> <u>(1.0%)</u>							
	<u>Hire</u>	<u>12</u> <u>month</u> <u>s</u>	<u>24</u> <u>months</u>	<u>36</u> <u>months</u>	<u>48</u> <u>months</u>	<u>60</u> <u>months</u>	<u>72</u> <u>months</u>
<u>Patrol Officer</u>	<u>\$33.40</u>	<u>\$35.79</u>	<u>\$36.16</u>	<u>\$37.99</u>	<u>\$39.87</u>	<u>\$40.15</u>	<u>\$41.83</u>
<u>Detective/Sergeant/ Jail Sergeant</u>	<u>\$36.46</u>	<u>\$38.97</u>	<u>\$39.40</u>	<u>\$41.35</u>	<u>\$43.46</u>	<u>\$43.87</u>	<u>\$45.64</u>
<u>Effective January 1, 2025</u> <u>(3.0%)</u>							
	<u>Hire</u>	<u>12</u> <u>month</u> <u>s</u>	<u>24</u> <u>months</u>	<u>36</u> <u>months</u>	<u>48</u> <u>months</u>	<u>60</u> <u>months</u>	<u>72</u> <u>months</u>
<u>Patrol Officer</u>	<u>\$34.40</u>	<u>\$36.86</u>	<u>\$37.24</u>	<u>\$39.13</u>	<u>\$41.06</u>	<u>\$41.35</u>	<u>\$43.08</u>
<u>Detective/Sergeant/ Jail Sergeant</u>	<u>\$37.55</u>	<u>\$40.14</u>	<u>\$40.59</u>	<u>\$42.59</u>	<u>\$44.76</u>	<u>\$45.19</u>	<u>\$47.00</u>

10. Revise Article 27 - Duration, Section 27.1. This section will be modified to reflect a three (3) year agreement.

Dated at Port Washington, Wisconsin, this 1st day of February 2023.

SUMMARY: Labor Agreement Ozaukee County Deputy Sheriff's Association 2023-2025.

VOTE REQUIRED: Majority

EXECUTIVE COMMITTEE

RESULT: **APPROVED [UNANIMOUS]**

MOVER: M. Wolf, Supervisor District 11

SECONDER: R. Nelson, Supervisor District 6

AYES: Schlenvogt, Melotik, Wolf, Nelson, Holyoke

EXCUSED: D. Irish

RES. 22-38

Labor Agreement Ozaukee County Deputy Sheriff's Association 2023-2025

 **Passed By Majority Vote**

Winker		YES
Haas		YES
Jobs		YES
Schlenvogt		YES
Clark		YES
Nelson	M	YES
Matera	S	YES
Larson		YES
Grabow		YES
Melotik		YES
Wolf		YES
Richart		YES
Hagen		EXCUSED

Rishel		YES
Maguire		YES
Whitworth		YES
Irish		YES
Stelter		YES
Ross		YES
Godden		YES
Strom		YES
Holyoke		YES
Schoessow		YES
Krane		EXCUSED
Watts		YES
Foy		YES