

REVISED  
RESOLUTION RES.14-46

LABOR AGREEMENT OZAUKEE COUNTY DEPUTY SHERIFF'S ASSOCIATION -  
LOCAL 115

RESOLVED, by the Ozaukee County Board of Supervisors, based on contract negotiations, the 2014 - 2016 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:

**Section 1.01 - Recognition:** 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., permanent regular full-time sworn personnel (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.

**Section 6.04 - Residency:** Residency requirements shall be enforced in a manner consistent with law. ~~Every employee shall reside and maintain their residence at a location which is within a twenty (20) mile radius of the Ozaukee County Justice Center as a condition of employment. New employees shall, if not a resident within such twenty (20) mile radius, move within such twenty (20) mile radius within six (6) months following the completion of the probationary period. Any Employee who fails to move into such twenty (20) mile radius, or once a resident within such twenty (20) mile radius at any time thereafter resides outside such twenty (20) mile radius, shall be deemed to have resigned.~~

**Section 7.03 - Shifts, Etc:**

c) The assignment of extra work as provided in Subsection (a) above refers to assignments made to employees within the following classification groupings:

1. ~~Jailor, Jail Sergeant;~~
12. Patrol Officer, Patrol Sergeant;
23. Detective;
34. Corporal

**Section 7.04 - Layoff - Recall:** In the event the County, due to lack of funds or other legitimate reason, decides to reduce the number of personnel in any classification, the employee in the classification affected with the least amount of classification seniority shall be the first person laid off, provided the County retains qualified employees to perform the remaining available work. In the event an employee has more total bargaining unit seniority than an employee in an equal or lower paying job classification included in the bargaining unit, such employee shall be allowed to replace that employee in the equal or lower paying job classification included in the bargaining unit at the same step in the new classification that the employee was previously in, provided that such more senior employee is capable of performing the work in the equal or lower paying job classification.

**Section 10.02 - Workday:** The workday of employees assigned to the ~~Jail and~~ Patrol Divisions shall be eight and one-quarter (8 1/4) consecutive hours. The workday for all other employees

shall be eight (8) consecutive hours.

**Section 10.03 - Lunch Period:** All employees shall receive a thirty (30) minute paid lunch period. Employees are subject to call during their lunch period. If an employee is called during his or her break, he or she shall not receive any additional compensation, but shall be allowed to complete his or her break at a later time during the employee's work shift.

Officers checking out for meals will give the location and, if necessary, the telephone number where they can be reached, ~~provided however, that Jailors shall remain at the Sheriff's Department during such break.~~ Wherever possible, employees' lunch breaks will be staggered to allow continuous operation.

**Section 11.01 - Overtime:** Any time worked by employees scheduled on the ~~(5-2), (4-2)~~ work cycle in excess of eight and one-quarter (8 1/4) hours per day or any time worked in excess of ~~forty one and one-quarter (41 1/4) hours per week when five (5) days of work are scheduled in a calendar week, or in excess of thirty-three (33) hours per week when four (4) days of work are scheduled in a calendar week~~ shall be compensated at time and one-half (1-1/2). Any time worked by employees scheduled on the (5-2) work cycle in excess of eight (8) hours per day or forty (40) hours per week shall be compensated at time and one-half (1-1/2).

**Section 12.01 - Wage Rates for Current Employees:**

2014 - 0%  
2015 - 1%  
2016 - 2.8%

Effective January 1, 2014 (0.0%) – Employees hired after 1/1/15

	Hire	12 months	24 months	36 months	48 months
Patrol Officer	\$25.01	\$26.79	\$27.08	\$28.43	\$29.83
Detective/Sergeant	\$27.31	\$29.18	\$29.50	\$30.97	\$32.53

Effective January 1, 2015 (1.0%) – Employees hired after 1/1/15

	Hire	12 months	24 months	36 months	48 months
Patrol Officer	\$25.26	\$27.06	\$27.35	\$28.71	\$30.13
Detective/Sergeant	\$27.58	\$29.47	\$29.80	\$31.28	\$32.86

Effective January 1, 2016 (2.8%) – Employees hired after 1/1/15

	Hire	12 months	24 months	36 months	48 months
Patrol Officer	\$25.97	\$27.82	\$28.12	\$29.51	\$30.97
Detective/Sergeant	\$28.35	\$30.30	\$30.63	\$32.16	\$33.78

**Section 12.02 - Regulations of the Pay Plan:**

d) Voluntary Demotion. ~~A Patrol Officer requesting reassignment as a Jailer will not suffer a salary decrease, but the individual's salary shall be frozen until such time as the salary range for the position of Jailer is modified and the salary for the applicable step exceeds the current salary.~~ A Patrol Sergeant, ~~Jail Sergeant,~~ requesting reassignment to a position with a lower pay grade shall have his or her salary frozen in a similar manner until such time as the salary range for the position of reassignment is modified and the salary for the applicable step exceeds the current salary. With the written approval of the Executive Committee, other employees requesting reassignment to a position with a lower pay grade may be voluntarily demoted as above. This provision shall apply only to employees who have completed their initial probationary period or promotional probationary period in the position they requested reassignment from.

**Section 12.04 - Pension Contributions:** 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 contribute the same amount towards the Wisconsin Retirement System as general occupation employees as determined by under ss. 40.03(1)(e) and 40.05(1)(a) and the Wisconsin Department of Employee Trust Funds.

**Section 12.07 - Longevity:** 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. All longevity payments shall be to a tax-deferred account.

**Section 14.01 Uniform Allowance:** The Employer shall furnish the appropriate uniforms for each member of the bargaining unit in accordance with their respective job assignments. These uniforms are to be returned to the Sheriff of Ozaukee County upon separation from service.

a) Employees who meet the requirements listed in Section 14.01(b) will be entitled to a clothing allowance of eighty-three dollars and thirty-three cents (\$83.33) ~~fifty-eight dollars and seventy-five cents (\$58.75)~~ per month ~~in 2011, 2012 and 2013~~, which will be accumulated in a drawing account and paid in the following manner (annual amount \$1,000.00 ~~705 in 2011, 2012 and 2013~~):

1. Receipts for expenditures for clothing made within the twelve (12) calendar months prior to June 1 of each year are to be submitted on or before June 1 to the Finance Department. During that June, the County will reimburse such employee for such expenditures up to a maximum of five hundred dollars (\$500.00) ~~three hundred fifty-two dollars and fifty cents (\$352.50)~~ ~~in 2011, 2012 and 2013~~.

2. Receipts for expenditures for clothing made within the twelve (12) calendar months prior to December 1 of each year are to be submitted on or before December 1 to the Finance Department. During that December, the County will reimburse such employee for such expenditures up to a maximum of five hundred dollars (\$500.00) ~~three hundred fifty-two dollars and fifty cents (\$352.50)~~ ~~in 2011, 2012 and 2013~~.

**Section 15.01 - Hospital and Surgical Insurance:**

d) Early Retirement Supplemental: ~~For e~~ Employees hired prior to January 1, 2015 Any employee who retires 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. ~~The County agrees to pay into the Ozaukee County Deputy Sheriff's Association Trust an amount towards such health insurance costs for those qualified retirees in the following amounts.~~ 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).

~~A maximum of five thousand dollars (\$5,000.00) beginning in 2010, and remaining at that amount.~~

### **Section 15.02 - Retiree Health Insurance Benefit**

~~b) — It is understood by the parties that the elimination as of December 31, 1992 of the longevity provisions contained in Article 10 of the 1991-1992 contract was agreed to in return for the Employer's agreement to administer and fund this retiree health insurance program, effective January 1, 1993. The longevity payments are 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) workdays. - 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.~~

~~If an employee retires or resigns, the employee Trust will receive a pro-rata amount of the total amount due to the date of retirement or resignation based on the amount of time between the preceding December 31 and the date of retirement or resignation.~~

cb) In the event the retiree's spouse is not eligible for Medicare when the retiree's participation in the program ceases, the spouse may remain in the same group health plan provided by the County until eligible for Medicare, solely at the expense of the spouse, provided that the spouse pays the monthly premium in advance to the County, as provided in Section 15.02(a)(4).

~~d) — An active member of the bargaining unit who accepts a position within the Sheriff's Department but is no longer a member of the bargaining unit, may continue to be eligible to receive benefits under this section when such employee receives a retirement benefit from the Wisconsin Retirement System, provided such employee meets the other eligibility requirements for such payment, and provided that the employee contributes an amount to the fund on January 1st of each year after accepting such position equal to the amount that would be contributed to the fund on his/her behalf if they stayed in the bargaining unit.~~

~~— Employees who accept a position with the Sheriff's Department but outside the bargaining unit who do not wish to continue their contributions to the fund, shall forfeit and waive the benefits provided for in Section 15.02 and shall forfeit and waive any claim to longevity and/or formula payment referred to in section 15.02.~~

~~g) — On January 1, 1994 and on January 1 of each subsequent year thereafter, the County shall put into the trust the amount of money that is derived from the following formula: Four dollars (\$4.00) for each full month of employment will be paid each January on behalf of each employee, except as noted below, for service during the preceding calendar year. A full month of employment shall refer to any month in which an employee receives pay from the County for at least nine (9) workdays. - 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.~~

~~If an employee is on layoff or unpaid leave of absence exceeding thirty (30) continuous days, the payment on behalf of such employee shall be a pro-rata amount of the total due under this Section based on the number of months during the preceding calendar year that the employee received credit for a full month of employment.~~

~~If an employee retires or resigns, the payment on behalf of such employee shall be a pro-rata amount of the total amount due to the date of retirement or resignation based on the amount of time between the preceding January 1 and the date of retirement or resignation.~~

**Section 15.04 - Life Insurance:** The Employer will provide group life insurance. The amount of coverage shall be based on each full-time employee's straight-time annual salary rounded off to the next higher one thousand dollars (\$1,000.00). Employees will be eligible for this benefit upon completion of six (6) full months of employment. Employees are required to execute all necessary forms as a condition of participating in the benefit

**Section 18.09:** If an employee retires, dies or is employed by the County and fifty (50) years of age or older during the term of this Agreement and on the date of retirement or death has unused sick leave the Employer will place the employee's sick leave entitlement into ~~the Ozaukee County Deputy Sheriff's Association Trust~~ a tax-deferred account for such employee or the employee's spouse and/or dependent children from which the employer will pay out the following.

**Section 27.01:** THIS AGREEMENT shall become effective January 1, ~~2014~~ 2014 and shall remain in full force and effect until and including December 31, ~~2016~~ 2013. In the event the parties do not reach a written successor agreement to this agreement by the expiration date, the provisions of the agreement shall remain in full force and effect during the pendency of negotiations and until a successor agreement is executed, provided that it does not exceed three (3) consecutive calendar years. Either party wishing to amend the agreement shall, during the last year of the contract, notify the other party on or about August 1st. Thereafter, the parties shall mutually agree to a date to commence bargaining.

Dated at Port Washington, Wisconsin, this 5th day of November 2014.

**EXECUTIVE COMMITTEE**

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Robert A. Brooks, Vice-Chairperson
<b>SECONDER:</b>	Daniel P. Becker, Supervisor District 7
<b>AYES:</b>	Schlenvogt, Brooks, Rothstein, Becker, Geracie, Melotik