

COLLECTIVE BARGAINING AGREEMENT



KEWAUNEE COUNTY

AND

WISCONSIN PROFESSIONAL POLICE ASSOCIATION

SHERIFF'S DEPARTMENT

JANUARY 1, 2019 TO DECEMBER 31, 2021

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AGREEMENT

THIS AGREEMENT, made and entered into at Kewaunee, Wisconsin, by and between the Kewaunee County Board of Supervisors, party of the first part, hereinafter referred to as the "Board" and/or the "County", and Wisconsin Professional Police Association, party of the second part, hereinafter referred to as the "Local Union".

The general purpose of the Agreement is to promote the mutual interests of the regular deputized full-time and permanent part-time employees of the Kewaunee County Sheriff Department and the Kewaunee County Board of Supervisors, to increase general efficiency, maintain existing harmonious relationships between the Kewaunee County Board of Supervisors and its employees, to promote the morale, wellbeing, and security of said employees, to maintain a uniform scale of wages, hours and working conditions among employees, to facilitate a peaceful adjustment of all grievances and disputes which may arise, outlining employee working conditions and policies thereto. We, the County of Kewaunee, and the Local Union set forth the following as our will and agreement:

ARTICLE 1: RECOGNITION

The Board recognizes the Local Union as the exclusive bargaining representative for all regular full-time and permanent part-time public safety employees in the County Sheriff Department but excluding the Sheriff, supervisors, confidential and managerial employees. The terms of this Agreement shall be limited in its coverage to such employees. Throughout this agreement, the term "employee" shall mean full-time and permanent part-time employees, unless otherwise specified.

Public safety employees include officers employed by the Kewaunee County Sheriff's Department classified as protective occupation participants and whose principal duties include 51% active law enforcement, are subject to frequent exposure to a high degree of danger or peril and require a high degree of physical conditioning. Examples of active law enforcement duties include, but are not limited to, patrol, criminal investigation, school liaison policing, and court security.

ARTICLE 2: DUES DEDUCTION

The County agrees to deduct monthly dues in the amount certified by the WPPA/LEER from the pay of employees who individually sign a dues deduction authorization form 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 WPPA/LEER dues.

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 WPPA/LEER or Local Association if applicable, in one lump sum each month.

Authorization of dues deduction by a member may be revoked upon notice in writing to the Employer, WPPA or to the Local Association and 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 either the WPPA or local Association Constitution and By-Laws. The Employer agrees to notify the WPPA office in Madison in writing of the name of any new hire into the bargaining unit. 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 WPPA/LEER will refund to the Employer or the employee involved any dues erroneously deducted by the employer and paid to WPPA/LEER and/or the Local Association. WPPA/LEER shall indemnify and hold the Employer harmless against any and all third-party claims, demands, suits, order, judgments or any other forms of liability against or incurred by the Employer, including all costs of defense and attorney's fees, which may arise out of Employer's compliance with this Article.

ARTICLE 3: PROBATIONARY AND EMPLOYMENT STATUS

A. PROBATION

1. PERIOD: All newly hired employees shall serve a twelve (12) month probationary period. Probationary employees may be disciplined or discharged without recourse to the grievance procedure but shall be entitled to Local Union representation on all other matters.
2. COMPLETION: Continued employment beyond the probationary period is hereby defined to be evidence of the satisfactory completion of probation.
3. SENIORITY: The seniority of a full-time employee who has satisfactorily completed probation shall date from his/her original date of employment, and he/she shall then be entitled to all benefits occurring to regular employees.

B. REGULAR EMPLOYEE

A regular employee is hereby defined as an employee hired to fill a regular position. All permanent part-time employee benefits shall be pro-rated on the number of hours

actually worked. Only employees that work 30 hours per week or more are eligible to enroll in the Employer's medical/health insurance plan.

C. TEMPORARY EMPLOYEE

A temporary employee is a person hired for a specific period of time not to exceed ninety (90) calendar days, and who will be separated from the payroll at the end of such period. If, however, a temporary employee is retained, his/her service shall be connected and the first ninety (90) days of his/her employment shall be considered to have been part of his/her probationary period.

ARTICLE 4: HOURS OF WORK

A. WORK CYCLE

The regular work cycle starts with five consecutive days of work, then four consecutive days off, then three consecutive days of work, and then two consecutive days off. The entire work cycle is then repeated. The regular work cycle also includes one modified work cycle each quarter (four times a year) to a schedule that requires employees to work a Saturday and Sunday in exchange for two days off between Monday and Friday.

Investigators and School Liaison Officers shall have a regular work cycle of five (5) consecutive days, Monday through Friday, then two (2) consecutive days off, Saturday and Sunday, then the entire cycle is repeated. A flexible time agreement may be made by an investigator and the Sheriff or designee.

B. WORK DAY

A work day shall consist of either eight (8) consecutive hours or twelve (12) consecutive hours.

C. SHIFT SCHEDULES

1. The regular work cycle will consist of three shifts with four slots in each shift.
 - a. First Shift. The eight-hour shifts will be 7:00 a.m. to 3:00 p.m. The twelve-hour shifts will be the Default (7:00 a.m. to 7:00 p.m.) or the Alternate (3:00 am to 3:00 p.m.).
 - b. Second Shift. The eight-hour shifts will be 3:00 p.m. to 11:00 p.m. The twelve-hour shifts will be Default (3:00 p.m. to 3:00 a.m.) or the Alternate (11:00 a.m. to 11:00 p.m.).
 - c. Third Shift. The eight-hour shifts will be 11:00 p.m. to 7:00 a.m. The twelve-hour shifts will be the Default (7:00 p.m. to 7:00 a.m.) or the Alternate (11:00 p.m. to 11:00 a.m.).

2. Investigators. Hours of work for investigators will normally be 8:00 a.m. to 4:00 p.m. Monday through Friday.
3. School Liaison Officers. Hours of work for the school liaison officers will normally be 7:30 a.m. to 3:30 p.m. Monday through Friday.
4. Court Security Officer. Hours of work for the court security officer will normally be 8:00 a.m. to 12:00 p.m., an unpaid lunch from 12:00 p.m. to 12:30 p.m., and from 12:30 p.m. to 4:30 p.m. Monday through Friday. If court is not in session, the court security officer's hours of work will be 8:00 a.m. to 4:00 p.m. Monday through Friday.

D. OVERTIME

1. Except as provided in Article 20 A., all hours worked in excess of a regularly scheduled eight hour or twelve-hour work day, or on regularly scheduled day off, shall be paid at the rate of time and one-half the regular rate of pay. Investigators, school liaison officers, and the court security officer shall be paid at the rate of time and one half for all hours in excess of eight (8) per day.
2. Notwithstanding any other provisions in this Agreement, when an employee is scheduled to work a twelve-hour shift, the Sheriff or designee may call-in an employee for either the Default or the Alternate twelve-hour shift with less than 24 hours' notice only in emergency events or due to an employee calling in sick, creating a need to provide shift coverage. Employees will receive straight time for hours worked pursuant to this provision.

E. CALL-IN

Whenever an employee is called in to work outside of a regularly scheduled shift, the employee is guaranteed a minimum of two (2) hours at time and one-half.

F. DISTRIBUTION OF OVERTIME

1. Whenever possible and practicable overtime shall be distributed equally among full-time personnel in each classification first before being offered to other full-time employees and then permanent part-time personnel. All officers shall be eligible to accept overtime hours in the Kewaunee County Sheriff's Department, which he or she is otherwise qualified to perform, at the discretion of the department head, or his/her designee.
2. If there is less than 24 hours' notice of an unscheduled shift, full-time employees in that classification, on their day off shall be offered the shift, in order of least overtime to most overtime. If no employee in that classification

on their day off wants the shift, employees in that classification working that day may split the shift. If no employee in that classification wants to split the shift, an employee in that classification working that day may take the full open shift.

3. If there is more than 24 hours' notice of an unscheduled shift, all full-time employees in that Classification scheduled to work on that day, shall be given the opportunity to move into the open shift according to seniority. Whatever shift is then left open, shall be offered up for overtime to a full-time employee in that classification, in order of least overtime to most overtime.

G. COURT CANCELLATIONS

Employees subpoenaed or directed to appear to testify in a court proceeding outside the employee's regularly scheduled work shift shall receive two (2) hours at straight time (or time off) unless the employees is cancelled by 4:30 p.m. on the preceding day.

H. AUTHORIZED ABSENCE

A day of authorized absence shall be a day in which authorization for such absence has been obtained from the department head or his/her delegated assistant in writing prior to the day of absence, except in case of absence due to illness. Absence due to illness shall be counted as an authorized absence only if in compliance with other sections of this Agreement.

I. COURT APPEARANCE

Whenever an employee is required to appear in court for a case during off duty time, he/she shall be paid at the regular day rate at time and one-half for said court appearance.

J. TRANSITION

When an employee permanently changes shifts, from one shift to another, the work cycle of transition shall be accomplished without overtime assuming the employee is transferring from one shift in the regular work cycle to another shift in the regular work cycle.

K. SHIFT SELECTION

1. All shifts and slots shall be open for bidding among full-time employees from November 1 to November 15 of any current year and to take effect on the following January 1st. First, the senior most sergeant will select from any slot in the second or third shift, as determined by management needs. Second, the next senior sergeant will automatically receive the shift not selected by the

senior most sergeant and must select a slot that has opposite days off from the senior most sergeant. Thereafter, bidding shall be in order of seniority. From time to time, an employee may be assigned to work outside of the shift or slot for which he/she had bid, at straight time rate, as required by the sheriff or his designee.

2. When the filling of a permanent vacancy in any job description has been approved, according to the procedures outlined under the Kewaunee County Personnel Policy, full-time employees may bid, in order of seniority, for any open slot or shift at that time.

L. PRISONER TRANSPORTS

All out of county prisoner transports, beyond the contiguous counties will be conducted by a minimum of two deputies, one of which shall be a certified law enforcement officer.

ARTICLE 5: WAGES

A. PAY SCHEDULE

Date	%	Date of Employment	Next Calendar Year	2 nd Calendar Year	3 rd Calendar Year
01/01/2019	2.25%	28.43	29.01	29.67	30.28
01/01/2020	3.00%	29.28	29.88	30.56	31.19
01/01/2021	3.00%	30.16	30.78	31.48	32.13

B. INVESTIGATORS AND SERGEANTS

Investigators receive 5.0% above the top hourly rate.

Sergeants receive 8.0% above the top hourly rate.

Date	Investigator	Sergeant
01/01/2019	\$31.79	\$32.70
01/01/2020	\$32.75	\$33.69
01/01/2021	\$33.74	\$34.70

C. NIGHT SHIFT PREMIUM

1. A night shift premium of fifty (50) cents per hour shall be paid for all hours worked between 3:00 p.m. and 11:00 p.m.

2. A night shift premium of sixty (60) cents per hour shall be paid for all hours worked between 11:00 p.m. and 7:00 a.m.

D. PAY DAY

Pay day shall be every other Friday by direct deposit.

E. RED CIRCLE POSITIONS

Upon any temporary transfer to another classification, the employee shall be placed in the same wage rate that he/she currently receives.

F. FTO/TACTICAL INSTRUCTOR PREMIUM

A FTO/Tactical Instructor premium of one-dollar (\$1.00) per hour shall be paid for all hours worked as a Field Training Officer or Tactical Instructor.

ARTICLE 6: VACATIONS

A. AMOUNT OF LEAVE

Employees shall earn annual vacation leave with pay on the anniversary date of employment as follows:

5/2 Schedule

40 hours after 1 year of service
80 hours after 2 years of service
120 hours after 7 years of service
140 hours after 12 years of service
160 hours after 16 years of service
200 hours after 25 years of service

5/4/3/2 Schedule

48 hours after 1 year of service
96 hours after 2 years of service
144 hours after 7 years of service
168 hours after 12 years of service
192 hours after 16 years of service
240 hours after 25 years of service

B. ACCUMULATION OF LEAVE

Employees will be allowed to carry over forty-eight (48) hours of vacation from one (1) year to the next. Unused vacation in excess of the allowable forty-eight (48) hours carry-over will be paid out in an amount not to exceed forty-eight (48) hours. Extensions shall be granted in the event of worker's compensation leave, extended illness or disability and layoffs. An employee who retires before reaching his or her anniversary date of employment, shall receive vacation benefits for the year of retirement, pro-rated on the portion of the year worked prior to retirement.

C. ADVANCED REQUEST FOR LEAVE REQUIRED

All requests for specific vacation dates shall be made in writing and received by the Sheriff, Chief Deputy, a Lieutenant or any Sergeant at least nine (9) days in advance of the scheduled dates. An employee will be afforded the opportunity to secure vacation time twenty-seven (27) days in advance. A minimum of two employees may be off on vacation at any given time. The advance notice requirement may be waived in whole or in part, in the sound discretion of the Department Head or his designee, if the employee can establish good cause for the failure to comply and if granting the vacation request would not adversely affect staffing requirements or other employees properly scheduled vacation leaves.

ARTICLE 7: SICK LEAVE

A. LEAVE OF ABSENCE

Consistent with the requirements of Federal and State law concerning family and medical leave, leave of absence for sickness or accident shall be granted to all employees under this Agreement.

B. ACCUMULATION OF LEAVE

Payment for leave of absence due to sickness or accident shall be allowed to all permanent employees who have completed one (1) year of continuous service, on the basis of eight (8) hours per month of continued service, to a cumulative maximum amount of one thousand (1,000) hours, and at the rate paid for the job classification the employee was in at the time of such absence for sickness or accident; providing no payments to the employee were made under the Workmen's Compensation Act.

The maximum accumulation of sick leave for employees hired on or after January 1, 2013 is eight hundred fifty (850) hours.

C. USE AND REPLACEMENT OF LEAVE

Sick leave taken and allowed for any day on which the normal work day as defined in Article 4 of the Agreement is less than eight (8) hours shall be allowed only for the number of hours normally worked on such day. Such number of hours shall be subtracted from the cumulative number of hours credited to the employee's account. Replacement of such sick leave hours used, under this Article, shall be required upon the return to active service, at the rate of eight (8) hours per month of continuous service until the cumulative total reaches the maximum of one thousand (1,000) hours.

The maximum accumulation of sick leave for employees hired on or after January 1, 2013 is eight hundred fifty (850) hours.

D. MEDICAL CERTIFICATE

Commencing with the third day of sick leave a certificate issued by a qualified licensed doctor of medicine, doctor of dentistry, chiropractor, physician's assistant, or nurse practitioner shall be required from the employee upon return to work in order to qualify for payment benefits under this Section of this Article.

E. CONTINUATION OF HEALTH INSURANCE

In the event of absence because of illness or accident, the Employer will pay its specified contribution toward the premium cost of the group insurance premiums, single and family plans, for one (1) year.

F. RETIREMENT

Upon retirement, an employee shall be credited with the cash equivalent of eighty-five percent (85%) of the employee's accumulated but unused sick leave up to a maximum of seven hundred twenty (720) hours. Said monies shall remain on account with the Employer and shall be used to pay for the cost of continued group health insurance coverage until exhausted.

Upon retirement, employees hired on or after January 1, 2013 shall be credited with the cash equivalent of seventy percent (70%) of the employee's accumulated but unused sick leave up to a maximum of five hundred ninety-five (595) hours. Said monies shall remain on account with the Employer and shall be used to pay for the cost of continued group health insurance coverage until exhausted.

G. DONATION OF SICK LEAVE

Continuing employees shall be allowed to contribute sick leave from their accrual for another employee who has exhausted his/her available leaves, including, without limitation, all his/her own accrued sick leave, any compensatory time, and any vacation leave, with the exception of forty-eight (48) hours, to which he/she may be entitled, and who needs leave for continuing illness or injury. Donated hours will be valued at the lower of the rate of pay of the donor or the recipient of the hours. No employee who terminates his/her employment with Kewaunee County shall be allowed to donate any accrued sick leave to any other employee.

ARTICLE 8: HOLIDAYS

A. HOLIDAYS

For the purpose of this Agreement, Holidays include:

January 1

Thanksgiving Day

Good Friday
Memorial Day
July 4
Labor Day

Day after Thanksgiving
December 24
December 25
December 31

B. HOLIDAY LEAVE BANK

Each current employee will earn eight (8) hours of Holiday Leave on the date each Holiday listed above occurs. To assist in the even use of Holiday Leave throughout the year, each employee will receive 80 hours of holiday leave on each January 1 of this Agreement. Employees may use holiday leave as an equivalent to vacation. All holiday leave must be exhausted during the calendar year and may not be carried into the following year except employees may carry-over holiday leave in situations beyond the control of the employee, i.e., extended illness, accident or worker's compensation leave.

An employee may elect to receive wages in lieu of Holiday Leave by designating as such on the Employee's timecard covering the pay period the Holiday occurs.

The number of Holidays that have yet to occur when an employee is no longer employed by the County will be multiplied by eight hours and this total will be subtracted from the Employee's Holiday Leave Bank. If this calculation results in a negative balance in the employee's Holiday Leave Bank, the Employee's final payroll check will be deducted accordingly to offset any negative balance in the Holiday Leave Bank.

C. WORK ON HOLIDAYS

An employee who is scheduled to work on a holiday shall receive time and one-half. All other employees working on a holiday shall receive double time.

D. EASTER SUNDAY

An employee who is scheduled to work on Easter Sunday shall receive time and one-half plus eight-hours added to the employee's holiday leave bank. All other employees working on Easter Sunday shall receive double time plus eight hours added to the employee's holiday leave bank.

E. ABSENCE PRIOR OR SUBSEQUENT TO HOLIDAY

Any unauthorized absence prior to or subsequent to a holiday will result in the loss of eight hours holiday pay in addition to any other discipline authorized or permitted under the terms of this Agreement.

ARTICLE 9: RETIREMENT

Each participating employee shall pay a percentage of each payment of earnings equal to the contribution rate approved by the Employee Trust Fund Board for general municipal employees under Wis. Stat. §40.03(1)(e).

ARTICLE 10: HOSPITAL AND SURGICAL INSURANCE

A. PREMIUMS

The employer shall pay 85% of the monthly plan premiums.

B. CARRIER

At any time the insurance carrier is changed, open enrollment shall be provided for employees and their dependents, retirees and the retiree's dependents, and surviving dependents of deceased employees and retirees.

C. RETIREES, SURVIVORS

Retirees may continue under the group policy, single and dependent coverage. Surviving dependents of employees and retirees may continue under the group policy, single and dependent coverage. Full premiums paid by the insured.

ARTICLE 11: DENTAL INSURANCE

A. PREMIUMS

The County shall pay 50% of the dental insurance premiums for employees with family coverage. The County shall pay 100% of the dental insurance premiums for employees with single coverage.

B. CARRIER

At any time the insurance carrier is changed, open enrollment shall be provided for employees and their dependents.

ARTICLE 12: LIFE BENEFIT PAYMENT

If an employee should die when on the active payroll, his or her heirs shall be paid all of the accumulated sick leave not used up or it may be used for health insurance premiums. This paragraph shall be void from the contract if some other type of life insurance is provided for elsewhere in this contract.

ARTICLE 13: FUNERAL LEAVE

A. THREE DAY LEAVE

In the event of a death of an employee's father, mother, husband, wife, brother, sister, son, daughter, stepfather, stepmother, stepson, stepdaughter, grandchild, such employee will be paid for straight time lost from scheduled work not to exceed three (3) consecutive scheduled work days falling between the date of death and the date of funeral, both inclusive .

B. TWO DAY LEAVE

In the event of a death of an employee's father in-law, mother-in law, such employee will be paid for straight time lost from scheduled work not to exceed two (2) scheduled work days falling between the date of death and the date of funeral, both inclusive.

C. ONE DAY LEAVE

In the event of a death of an employee's brother-in-law, sister-in-law, grandfather, grandmother, son-in-law, daughter-in-law, such employee will be paid for straight time lost from scheduled work not to exceed one (1) scheduled work day falling between the date of death and the date of funeral, both inclusive.

D. VERIFICATION

It is agreed that the employee may be required to furnish verification of the date of death, date of funeral, and relationship of the deceased.

E. FUNERAL OF EMPLOYEE

All full-time regular employees present at the funeral of a deceased full-time Kewaunee County Sheriff's Department employee shall be granted one (1) day of funeral leave with regular pay.

F. ADOPTION

For the purposes of this article, a relationship created by legal adoption shall be treated the same as a relationship by birth.

ARTICLE 14: MILITARY RESERVE

An annual leave of absence for the two (2) calendar weeks of mandatory training shall be granted to those employees who are members of the Armed Forces Reserve Components, who actually participate during said period in accordance with the Universal Military Training and Service Act of 1951 as amended. Payment for said leave of absence shall be

made for the difference between the compensation paid by the Armed Service to said employee and the regular amount of wages that the said employee would have earned (the product of the normal work week times the occupational rate classification) provided said employee was not on paid leave of absence. The payment of said difference in earnings shall be upon presentation of a true copy of the reservist's earning record of payment by the Armed Forces for said period of leave of absence.

ARTICLE 15: SENIORITY

A. SENIORITY DEFINED

Seniority shall mean the continuous length of service with the County from an employee's last date of hire, to a bargaining unit position.

B. LOSS OF SENIORITY

Employees shall lose their seniority only for the following reasons: retirement, resignation, or discharge for just cause, if not reversed by the grievance procedure. An employee who is promoted out of the bargaining unit shall retain all seniority accrued while a member of the unit. The promoted employee shall not accrue any additional seniority, for contract administration purposes, while he or she is outside of the bargaining unit. A promoted employee who returns to the bargaining unit shall be placed in the seniority list and all rights relative to other members of the bargaining unit shall be determined based upon seniority accrued while in the bargaining unit.

C. APPLICATION

The principal of seniority shall prevail in the selection of vacations, promotions, shift selection, layoffs, and rehiring; that is, the last person hired shall be the first laid off and the last person laid off shall be the first person rehired. Laid off employees will have recall rights for one year from the date of lay off. If an employee is laid off, the County will pay its share of the Health and Dental premium for one month from the month following the layoff.

D. JOB POSTINGS

The employer shall post any new or vacant position within the scope of the bargaining unit for a period of eight (8) calendar days. Any interested employee may apply for the position in writing to the County Administrator. At the end of the eight (8) days posting period, the applicants shall be interviewed by the County Administrator. The job shall be awarded to the senior qualified applicant except that transfers to the position of Investigator shall be awarded on the basis of qualification, not seniority. An employee may move from one classification to another only if a vacancy in the classification occurs or a new position is created.

E. TRIAL PERIOD

An employee who is promoted or transferred shall serve a 180-calendar day trial period. The trial period may be extended by mutual consent for up to an additional 30 calendar days. During the trial period, the employee may be returned to his or her former position with seniority rights by serving written notice of the desire to return on the Sheriff and the Local Union. The employer may return the employee to his or her former position during the trial period for just cause. The employer will furnish the employee and the Local Union with written notice and the reasons for the return. Service beyond the trial period (or extension thereof) shall be deemed evidence of satisfactory completion of the trial period. Upon promotion or transfer the employee shall move to the same pay step of the new classification as compared to the wage step received before the promotion.

ARTICLE 16: UNION ACTIVITY

Except as provided in this Article no employee shall conduct Local Union business on County time.

The County shall allow stewards and the aggrieved employee sufficient time for the proper processing of grievances.

Local Union representatives having business with the stewards or individual members of the Local Union may confer with such Local Union stewards or members during working hours.

The County shall allow Local Union bargaining committee members sufficient time for any and all meetings scheduled with the employer for the purpose of negotiating an Agreement between the parties if such meeting is held during the employee's regularly scheduled hours of work.

ARTICLE 17: GRIEVANCE PROCEDURE AND ARBITRATION

A. DEFINITION OF GRIEVANCE

1. A grievance is defined as a dispute between the Union and the Employer, or between any employee or employees and the Employer over the interpretation or application of the Agreement. Any grievance concerning an alleged violation of the terms of this contract shall be raised within twenty (20) days of its occurrence or of its becoming known to the aggrieved employee(s) or shall be considered waived.
2. Grievances shall be processed during normal County business hours Monday through Friday. Reasonable time spent in the conduct of grievances shall not

be deducted from the pay of the Grievance Committee. The grievance procedure shall be as follows:

B. PROCEDURE

1. Step One: The employee and his/her steward, if requested by the employee shall discuss the grievance with his/her Department Head or his/her designee within twenty (20) calendar days of its occurrence or knowledge of its occurrence. The Department Head or his/her designee shall respond in writing to the Grievant, the steward and Local Union, within ten (10) calendar days.
2. Step Two: If the grievance is not settled at Step 1, it shall within ten (10) calendar days of receipt of the Step 1 answer, be reduced to writing and presented to County Administrator. Within thirty (30) calendar days of receipt of the grievance the parties shall meet in an effort to resolve the grievance. The County shall provide a written response to the grievance within ten (10) calendar days of said meeting.
3. Time limits set forth herein may be extended by mutual agreement.

C. ARBITRATION

1. Any and all grievances that cannot be adjusted between the parties as outlined above may be submitted to an arbitrator within sixty (60) days of the date of the written Step Two response. Failure to observe the time limit for submission to arbitration shall be deemed a waiver of any claims raised in the grievance. The sole arbitrator shall be appointed by the Wisconsin Employment Relations Commission upon request by either or both of the parties. The decision of the arbitrator shall be final and binding on both parties to this Agreement and shall be handed down in writing.
2. The arbitrator shall have no power to add or subtract from or modify any terms of the Contract or any supplementary agreement made thereto, or establish or change any wage.

D. NO JOB ACTIONS

There shall be no strike, lock-out, or stoppage of work or tie-up of any kind during the term of this Agreement. All disputes and disagreements shall be adjusted as provided for in this Article and other sections of this Agreement.

ARTICLE 18: SEVERABILITY

If a court or governmental agency of competent jurisdiction adjudges any provision of this Agreement to be in conflict with the law, such decision shall not affect the validity of the remaining portion of the Agreement, and such remaining provisions shall continue in full force and effect. The parties agree to immediately meet and negotiate a satisfactory replacement for the provision invalidated.

ARTICLE 19: VESTED RIGHT OF MANAGEMENT

A. GENERALLY

The right to employ, to promote, to transfer, discipline and discharge employees, for good and sufficient causes, and the management of the property and equipment of the Sheriff Department is reserved by and shall be vested exclusively in the Kewaunee County Board of Supervisors through its duly elected Personnel Committee and through the duly appointed or elected Department Head. The Department Head, through authority vested in him by the Personnel Committee of the County Board, shall have the right to determine the number of persons to be employed or retained together with the right to exercise full control and discipline in the proper conduct of the Sheriff Department operations. The Board shall have the exclusive right to determine the hours of employment and the length of the workweek and to make changes in the details of employment of the various employees from time to time as it deems necessary for the efficient operation of the Sheriff Department, and the Local Union and the members agree to cooperate with the Board and/or its representatives in all respects to promote the efficient operation of the Sheriff Department.

B. INTOXICANTS AND CONTROLLED SUBSTANCES PROHIBITED

Except as may be required by performance of duties assigned by the Sheriff, and as authorized in the sole and exclusive discretion of the Sheriff, no employee of the Sheriff Department shall consume any intoxicant or substance which adversely affects his/her ability to perform his/her duties during a regularly scheduled work shift. Nor shall any employee report to work at any time, with an alcohol concentration level of more than .00 or while under the influence of an intoxicant or substance which adversely affects his/her ability to perform his/her duties. Any employee found to have consumed intoxicants while on duty or to have reported to work while under the influence may be subject to disciplinary action up to and including discharge. Any employee found to have violated the absolute sobriety provision of this section will be subject to disciplinary action up to and including termination.

C. INTOXICANTS AND CONTROLLED SUBSTANCES TESTING

If the Department Head or his designee has reasonable suspicion to believe that an employee has violated the absolute sobriety provision or the prohibition against consuming or being under the influence as described in Paragraph B above, that

Department Head or his designee may require the employee to submit to an evidentiary chemical test of breath or blood. An employee who refused to submit to the test shall be laid off without pay for one week for the first refusal, one month for the second refusal within a twelve-month period and may be dismissed without rehiring recourse for the third refusal within a twelve-month period.

D. THEFT

Proven employee theft shall be automatic grounds for discharge.

E. PERSONNEL FILES

Employees may examine the contents of their personnel files upon reasonable notice. Copies of any requested materials from the personnel file shall be provided to employees by the Employer at no cost.

F. REPRESENTATION

Employees shall be entitled to Local Union representation at any time discipline is administered.

G. NOTICE OF DISCIPLINE

Employees and the Local Union shall be given written notice of the reason(s) for discipline at the time discipline is administered.

ARTICLE 20: TRAINING AND SCHOOLS

A. ATTENDANCE

Employees shall attend all training sessions or schools that are approved by the Sheriff or his designee and approved by the Law Enforcement Committee. Employees who attend non-mandatory training sessions or schools will be paid for up to eight hours at their regular rate of pay for hours in actual attendance at the training session or school. In addition, employees who attend mandatory training sessions or schools will receive the overtime rate of pay when actual attendance at these mandatory training session or schools, including travel time, qualifies for overtime rate under Article 4 Section D of this Agreement. Employees attending non-mandatory training will be compensated at the straight time rate for all travel time.

B. REIMBURSEMENT

The County shall be responsible to promptly pay any reimbursement for school expenses which are submitted directly to the County. The County bears no responsibility for the

promptness with which payment is made on reimbursement claims which are submitted to other agencies, even though Kewaunee County may act as an agent for the transfer of funds.

C. TEXTBOOKS

County will agree to pay for books for any employee who elects to enroll in an Associate Degree Law Enforcement program. If an officer, who has made use of this provision, leaves the employment of Kewaunee County within 3 years of completing the degree, he or she must reimburse the County for any payments made under this provision.

ARTICLE 21: CLOTHING ALLOWANCE

Kewaunee County shall provide all employees with all duty clothing and equipment required by the Sheriff's Uniform and Equipment Policy. Worn or damaged clothing or equipment will be replaced or repaired at the discretion of the employee's supervisor. Investigators and the School Liaison Officer shall receive \$450.00 as a clothing allowance each year.

ARTICLE 22: NONDISCRIMINATION

Kewaunee County pledges to follow a policy of nondiscrimination in employment with regard to age, sex, race, national origin, ethnic background or handicap. A prohibition of discrimination in employment shall include equal opportunity in recruitment, selection, promotion, transfer, training, upward mobility, wages and benefits.

ARTICLE 23: TERMS OF AGREEMENT

The terms of this Agreement shall not be interpreted or used in any manner contrary to the rights of any party as established by an applicable law or regulation governing contract negotiations.

This Agreement shall become effective as of January 1, 2019 and remain in effect until December 31, 2021, and shall automatically be renewed from year to year thereafter, unless the party desiring to terminate, modify, or alter the Agreement or any of its provisions shall give to the other party written notice before July 15, 2021, or any 15th day of July thereafter.

Dated this _____ day of December 2018.

FOR KEWAUNEE COUNTY

FOR THE UNION
WISCONSIN PROFESSIONAL POLICE
ASSOCIATION

Robert Weidner

Robert Weidner, Board Chairman

Scott Feldt

Scott Feldt, Administrator

Thomas H. Schmitt

Eph
