

**LABOR AGREEMENT**

**BETWEEN**

**TREMPEALEAU COUNTY**

**AND**

**THE WISCONSIN PROFESSIONAL  
POLICE ASSOCIATION**

**for and on behalf of**

**TREMPEALEAU COUNTY PROFESSIONAL  
POLICE ASSOCIATION**

**Duration: January 1, 2015 to December 31, 2016**

## TABLE OF CONTENTS

	<u>Page</u>
PREAMBLE .....	3
ARTICLE 1 - RECOGNITION .....	3
ARTICLE 2 - ASSOCIATION SECURITY .....	3
ARTICLE 3 - MANAGEMENT RIGHTS.....	4
ARTICLE 4 - GRIEVANCE PROCEDURE .....	4
ARTICLE 5 - FAIR SHARE .....	6
ARTICLE 6 - DISCIPLINARY PROCEDURE .....	7
ARTICLE 7 - PROBATIONARY PERIOD.....	8
ARTICLE 8 - SENIORITY .....	9
ARTICLE 9 - LAYOFFS .....	10
ARTICLE 10 - WORKWEEK.....	11
ARTICLE 11 - VACATIONS .....	12
ARTICLE 12 - LEAVES.....	13
ARTICLE 13 - HEALTH INSURANCE.....	15
ARTICLE 14 - PENSION.....	16
ARTICLE 15 - HOLIDAYS.....	16
ARTICLE 16 - UNIFORMS.....	17
ARTICLE 17 - WAGES .....	17
ARTICLE 18 - OVERTIME .....	17
ARTICLE 19 - MISCELLANEOUS PROVISION.....	18
ARTICLE 20 - SAVINGS CLAUSE.....	20
ARTICLE 21 - ENTIRE MEMORANDUM OF AGREEMENT .....	20
ARTICLE 22 - TEMPORARY FILL-IN EMPLOYEE STATUS .....	21
ARTICLE 23 - DURATION .....	22
APPENDIX A .....	23
SIDELETTER (re: Rotating Shifts).....	23
SIDELETTER (re: Tuition/Book Reimbursement) .....	23
SIDELETTER (re: Additional person off/classification).....	24
SIDELETTER (re: Health Insurance Deductible).....	24
SIDELETTER (re: Holiday time off limitations) .....	24
SIDELETTER (re: Detective Work Schedule) .....	25
LETTER OF AGREEMENT (re: Holiday use & payout).....	26
LETTER OF AGREEMENT (Shift Trading) .....	27

## **PREAMBLE**

This Agreement is made and entered into at Whitehall, Wisconsin by and between the County of Trempealeau, hereinafter referred to as "Employer," and the Law Enforcement Employee Relations division of the Wisconsin Professional Police Association for and on behalf of the Trempealeau County Professional Police Association, hereinafter referred to as the "Association."

WITNESSETH:

WHEREAS, the parties desire to maintain harmonious relations and to work together for the public safety and desire further to establish equitable wage scales and to provide for collective bargaining and the arbitration of grievances and disputes, all in accordance with the Municipal Employment Relations Act.

WHEREAS, both of the parties to this Agreement are desirous of reaching an amicable understanding with respect to the Employer-employee relationship which exists between them and to enter into an agreement covering rates of pay, hours of work and conditions of employment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the Employer and the Association, acting through their duly authorized representatives, hereby agree as follows:

### **ARTICLE 1 - RECOGNITION**

Section 1.01 - Exclusive Recognition. The Employer hereby recognizes the Association as the sole and exclusive representative for all regular full time and regular part time law enforcement employees with the powers of arrest employed by the Trempealeau County Sheriff's Department, to-wit: Detectives and Patrol Officers. The parties further agree that all managerial, supervisory, confidential, executive, temporary, seasonal, casual and employees in other departments shall be not be represented by the Association.

Section 1.02 - Association Representations. The Association shall represent all employees in the bargaining unit at all conferences and negotiations pertaining to wages, hours of work, and conditions of employment.

### **ARTICLE 2 - ASSOCIATION SECURITY**

Section 2.01 - Access to Records. During working hours, with notification and upon request, the Employer shall provide Association officers access to personnel records in accordance with §103.13, Wis. Stats. This includes all records pertaining to wages, hours, or working conditions of the employees covered by this agreement, including overtime, sick leave, longevity, vacations, duty incurred disability, etc.

Section 2.02 - Negotiation Time. Meetings for collective bargaining shall involve members designated by the Association and the Employer. Up to two (2) employees shall be released for such meeting without loss of pay when meetings are scheduled during the work day. Every effort will be made to schedule meetings at times other than during the regular work day. All meetings shall be scheduled by mutual consent.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

Section 3.01 - Management Rights. Except to the extent expressly abridged by a specific provision of this Agreement, the Employer reserves and retains, solely and exclusively, all of its common law, statutory and inherent rights to manage its own affairs. Such rights include, but are not limited to the following:

- (a) To direct all operations of the Employer.
- (b) To establish work rules and schedules of work.
- (c) To hire, promote, transfer, schedule and assign (including overtime assignments) employees in positions within the County.
- (d) To suspend, demote, discharge and take other disciplinary action against employees for just cause.
- (e) To relieve employees from their duties.
- (f) To maintain efficiency of County operations.
- (g) To take whatever action is necessary to comply with state or federal law.
- (h) To introduce new or improved methods or facilities.
- (i) To change existing methods or facilities.
- (j) To determine the kinds and amounts of services to be performed as pertains in County operations, and the number of positions and kind of classifications to perform such services.
- (k) To contract out for goods or services.
- (l) To determine the methods, means and personnel by which County operations are to be conducted.
- (m) To take whatever action is necessary to carry out the functions of the County in situations of emergency.

Nothing herein contained shall divest the Association from any of its rights under Wis. Stats., Chapter 111, as amended.

### **ARTICLE 4 - GRIEVANCE PROCEDURE**

Section 4.01 - Definition. A grievance shall mean a dispute concerning the interpretation or application of the contract. Employees covered by this Agreement are urged to discuss potential grievances with their respective supervisors as soon as it becomes apparent that a grievance may exist.

Section 4.02 - Subject Matter. Only one subject matter shall be covered in any one grievance. A written grievance shall contain the name and position of the grievant, a clear and concise statement of the grievance, the issue involved, the relief sought, the date the incident or violation took place (if known), the specific section of the Agreement alleged to have been violated and the signature of the grievant (or Association officer) and the date. A grievance affecting a group or class of employees may be submitted in writing by the Association.

Section 4.03 - Time Limitations. If it is impossible to comply with the time limits specified in the procedure because of work schedules, illness, vacations, etc., these limits may be extended as mutually agreed. All times hereafter set forth in this Article unless otherwise specified are working days and are exclusive of Saturdays, Sundays and any holiday recognized by this Agreement.

Section 4.04 - Settlement of Grievance. Failure to file or appeal the grievance in a timely manner as provided herein shall be deemed as settlement and waiver of the grievance. A party who fails to receive a reply in a timely fashion shall have the right to automatically proceed to the next step of the grievance procedure.

Step 1. Within fifteen (15) days after the employee knew or should have known that a grievance existed, such employee and/or his/her representative shall prepare a written grievance and present it to the Sheriff. The Sheriff will submit his/her decision to the employee and his/her representative in writing within ten (10) days after receiving notice of the grievance.

Step 2. If the grievance is not settled at the first step, the employee or his/her representative may appeal the written grievance to the Personnel Director within ten (10) days after receipt of the written decision of the Sheriff. The Personnel Director shall discuss the grievance with the employee and the Association representative, who shall be afforded the opportunity to present evidence or testimony regarding the grievance. Said conference shall take place not more than ten (10) days from the receipt of the written grievance. Following said conference, the Personnel Director shall respond within ten (10) days in writing to the grievant.

Step 3. If the grievance is not settled at the second step, the employee or his/her representative may appeal the written grievance to the Personnel Committee within five (5) days after receipt of the written decision of the Personnel Director. The Personnel Committee shall discuss the grievance with the employee and the Association representative, who shall be afforded the opportunity to present evidence or testimony regarding the grievance. Said conference shall take place not more than ten (10) days from the receipt of the written grievance. Following said conference, the Personnel Committee shall respond within ten (10) days in writing to the grievant.

Section 4.06 - Arbitration. In matters relating to suspension, demotion, discharge or to other discipline the grievant may elect to appeal the Personnel/Bargaining Committee's decision to either circuit court as provided under §59.26 or to arbitration as provided by Section 4.06 of the grievance procedure. An election of one disciplinary appeal option by the grievant shall preclude use of the other. If the officer chooses to arbitrate a discipline decision, the procedures which apply to all other grievances shall apply:

- (a) Time Limits. If a satisfactory settlement is not reached in Step 3, the Association must notify the Personnel/Bargaining Committee in writing within ten (10) working days after receipt of the written decision that they intend to process the grievance to arbitration.
- (b) Arbitrator. Within fifteen (15) days of the notification of the intent to arbitrate, the grieving party shall request the WERC to provide a panel of seven (7) arbitrators from which the parties shall alternately strike names, the grieving party striking first.
- (c) Arbitration Hearings. The arbitrator shall meet with the parties on a mutually agreeable date and place to review the evidence and hear testimony relating to the grievance. Upon completion of this review and hearing, the arbitrator shall render a written decision to both the Employer and the Association which shall be final and binding upon both parties.
- (d) Costs. Both parties shall share equally the costs and expenses of the arbitration proceedings, if any, including transcript fees. Each party, however, shall bear its own cost of their representatives or attorneys.
- (e) Decision of Arbitrator. The decision of the arbitrator shall be limited to the subject matter of the grievance. The arbitrator shall not modify, add to, or delete from the express terms of the Agreement, unless so directed by both parties.

#### **ARTICLE 5 - FAIR SHARE**

All employees in the bargaining unit shall be required to pay, as provided in this article, their fair share of the costs of representation by the Association. No employee shall be required to join the Association, but membership in the Association shall be available to all employees who apply, consistent with the Association's constitution and bylaws. This Article is subject to the duty of the Wisconsin Employment Relations Commission to suspend the application of this Article whenever the Commission finds that the Association has denied an employee membership because of race, color, creed or sex.

The Employer shall deduct in equal installments from the monthly earnings of all employees in the collective bargaining unit, except exempt employees, their fair share of the cost of representation by the Association, as provided in Section 111.70(1)(f), Wis. Stats., and as certified to the Employer by the Association. The Employer shall pay said amount to the treasurer of the Association on or before the 15th of the month in which such deduction was made.

- A. For purposes of this article, exempt employees are those employees who are members of the Association and whose dues are deducted and remitted to the Association by the Employer or paid to the Association in some other manner authorized by the Association. The Association shall notify the Employer of those employees who are exempt from the provisions of this article and shall notify the Employer of any changes in its membership affecting the operation of the provisions of this article.
- B. The Association shall notify the Employer of the amount certified by the Association to be the fair share of the cost of representation by the Association and the date for the

commencement of fair share deductions thirty days prior to any required fair share deduction.

The Association agrees to certify to the Employer only such fair share costs as are allowed by law, and further agrees to abide by the decisions of the Wisconsin Employment Relations Commission and/or courts of competent jurisdiction in this regard. The Association agrees to inform the Employer of any change in the amount of such fair share costs thirty days before the effective date of the change.

The Association shall provide employees who are not members of the Association with an internal mechanism within the Association which is consistent with the requirements of state and federal law and which will allow those employees to challenge the fair share amount certified by the Association as the cost of representation and to receive, where appropriate, a rebate of any monies to which they are entitled. To the extent required by state or federal law, the Association will place in an interest bearing escrow account any disputed fair share amounts until a determination has been made by an impartial umpire designated by the WERC.

The Association does hereby indemnify and shall save the Employer harmless against any and all claims, demands, suits, or other forms of liability, including court costs, that shall arise out of or by reason of action taken or not taken by the Employer, which Employer action or non-action is in compliance with the provisions of this Article, and in reliance on any lists or certificates which have been furnished to the Employer pursuant to this Article, [provided that the defense of any such claims, demands, suits, or other forms of liability shall be under the control of the Association and its attorneys]. However, nothing in this Section shall be interpreted to preclude the Employer from participating in any legal proceedings challenging the application or interpretation of this article through representatives of its own choosing and at its own expense.

## **ARTICLE 6 - DISCIPLINARY PROCEDURE**

Section 6.01 - Option. Employees who have completed their initial probationary period may be suspended, demoted, dismissed or otherwise disciplined as follows:

- (a) Whenever the Sheriff believes that an employee under his/her command has acted so as to show him/her to be incompetent to perform his/her duties or to have merited suspension, demotion, dismissal or other discipline, he/she may discipline, including suspend, demote or dismiss the employee by written order to the employee.
- (b) The employee may appeal this action to the Personnel/Bargaining Committee.
- (c) The Personnel/Bargaining Committee shall forthwith notify the Sheriff of the filing of the appeal and furnish him/her with a copy of the same.
- (d) Within ten (10) days after mailing or serving notice of the appeal, the accused employee shall either file:
  1. A written request with the Personnel/Bargaining Committee for a hearing and the matter shall proceed according to Section 6.03, or

2. A written statement with the Personnel/Bargaining Committee stating that the accused employee waives any and all statutory rights that he/she may have to proceedings before the Personnel/Bargaining Committee and court appeal therefrom, as specified in Section 6.03, and also stating that the employee elects to process the matter exclusively under the grievance procedure provided for in the Association Agreement with the Employer.

In the event the employee does not make either of the above filings, the employee shall be deemed to be proceeding under Section 6.03 and the Personnel/Bargaining Committee may take whatever action they deem justifiable on the basis of the charges filed and shall issue an order in writing.

Section 6.02 - Waiver. In the event the above waiver of proceedings before the Personnel/Bargaining Committee and court appeal therefrom is held to be invalid by a court of competent jurisdiction upon an action commenced by the Association or employee, then the matter shall be heard as provided in Section 6.03, but there shall be no award of back pay for the period from the date of the filing of the waiver until the date the court award is received by the Employer.

Section 6.03 - Procedure.

- (a) Within three (3) weeks after filing of the request for a hearing provided for in Section 1(d)(1), above, the Personnel/Bargaining Committee shall appoint a time and place for the hearing of the charges and the Committee shall notify the Sheriff 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; any testimony taken shall be transcribed. The Chair of the Committee shall issue subpoenas for the attendance of such witnesses as may be requested.
- (b) At such hearing the Chair of the Committee shall possess authority to maintain order and enforce obedience to his/her lawful requirements and if any person at the hearing shall conduct themselves in a disorderly manner, and after notice from the Chair shall persist therein, the Chair may order him/her or her to withdraw from the hearing, and on his/her refusal may direct the person to be removed from the hearing and charged with disorderly conduct and such other remedies the law provides.
- (c) At the termination of the hearing the Personnel/Bargaining Committee shall determine in writing whether or not the charge is well founded and shall take such action by way of suspension, demotion, dismissal, other disciplinary action or reinstatements, as it may see requisite and proper under the circumstances, and file the same with the Secretary of the Committee, the Sheriff, the Association and the employee.

**ARTICLE 7 - PROBATIONARY PERIOD**

Section 7.01 - Duration. All new employees shall be employed on a one (1) year probationary period or for such extended periods of time as may be needed to complete any required introductory law enforcement minimum standards training sessions.

Section 7.02 - Retain, Discipline or Dismiss. During the probationary period of employment with the consent and approval of the Law Enforcement Committee, the Sheriff shall have the sole power to retain, discipline, or dismiss the employee for which the employee shall not have the right of recourse through the grievance procedure.

Discipline taken against probationary employees is not grievable and, therefore, it has no precedential value in reviewing the reasonableness of discipline imposed on non-probationary employees.

Section 7.03 – Promotions/Transfers. Any person who is promoted into, or transfers into, another bargaining unit classification through a job posting shall serve a probationary period of two (2) months during which time the Employer shall have the right to place the employee back to his/her original position and the employee who was promoted or transferred shall also have the right to return back to his/her former position without loss of benefits, seniority or shift assignments. Except for employees promoted to detective, said employees shall be placed at the non-probationary rate once they have completed the two (2) month qualification period and the initial one (1) year probationary period for new employees.

## **ARTICLE 8 - SENIORITY**

Section 8.01 - Definition. There shall be two (2) types of seniority -- Department Seniority and Classification Seniority. These types of seniority are defined as follows:

- (a) Department Seniority. Department Seniority shall consist of the total calendar time elapsed since last date of hire with the Sheriff's Department. This type of seniority is applied in cases of layoff under Article IX and is used to determine the level of benefits such as vacation, sick leave and longevity.
- (b) Classification Seniority. Classification seniority is defined as the total calendar time spent working in a given classification since the employee's last date of hire with the Sheriff's Department. This type of seniority applies where seniority is intended, by the express terms of this Agreement, to be exercised within a given classification.

Accordingly, choice of vacations and work shifts shall be made on a seniority basis within classification. Classification seniority for purposes of shift selections shall be exercised each year during the first week of November. Said classification seniority prevails where conflicts may occur in this selection process. The shift selections resulting from the annual exercise of seniority picks shall be the regularly scheduled shifts to be worked for the next full calendar year, beginning on January 1 following the selection. A shift vacancy which occurs in mid-year shall be filled by allowing appropriate employees to exercise their respective classification of seniority.

Seniority under either form described above shall not accrue during layoffs; however, when an employee returns from a layoff, all seniority earned prior to such layoff shall be restored. In addition, employees on unpaid leaves shall retain their seniority prior to the date of leave. However, no benefits or seniority shall accrue to employees while on unpaid leave of greater than two (2) weeks or on layoff status.

Section 8.02 - Termination of Seniority. Seniority shall be deemed to have been terminated when:

1. An employee who is able to work fails to do so for three (3) days or more unless due to circumstances beyond his/her control.
2. A laid off employee fails to accept within three (3) calendar days any position for which they are qualified offered by the Employer while the employee is on layoff and/or fails to report to work within two (2) weeks after having accepted the position;
3. An employee resigns;
4. An employee is not rehired for one (1) year after having been laid off;
5. An employee is discharged for just cause;
6. An employee, on leave of absence for personal or health reasons, accepts other employment without permission from the County and/or fails to report to work at the termination of the leave of absence; or,
7. An employee retires.

## **ARTICLE 9 - LAYOFFS**

Section 9.01 - Layoff. When it becomes necessary to reduce the number of subordinates, the emergency, special, temporary, part time or provisional subordinates, if any shall be dismissed first, and thereafter subordinates shall be dismissed in order of the shortest length of service in the department, unless the department can demonstrate that the efficiency of the department will be affected by doing so.

In the event a reduction of hours would be effective in precluding layoff of staff, the Employer agrees to negotiate the impact of such hours reduction with the Association. If the parties cannot reach agreement on an hours reduction, layoffs as outlined above will be implemented.

Section 9.02 - Re-employment. The name of a subordinate dismissed for any cause set forth in this section shall be left on an eligible re-employment list for a period of one (1) year after date of dismissal. If any vacancy occurs, or if the number of subordinates is increased with the Department, such vacancy or new position shall be filled by persons on such list, provided they are qualified for the position, in the inverse order of the dismissal of such persons consistent with the following:

- a. A vacancy will be posted;
- b. The local Association will notify laid off bargaining unit employees of such vacancy;
- c. Laid off bargaining unit members have the right to sign or not sign for the vacancy;
- d. If a laid off bargaining unit member signs for the vacancy, is selected for the position and does not report for the position within two (2) weeks, said employee's recall rights are terminated.

## ARTICLE 10 - WORKWEEK

Section 10.01 - Work Week Schedule. The following work week schedule shall be in effect for members of the Association as follows:

- a. Detectives. Five (5) days on duty followed by two (2) days off and then repeating the cycle.
- b. Patrol Officer. The Patrol division will work a rotating schedule consisting of 12 hour days with 2 divisions of 6 deputies each, working opposite shifts of each other. Shift rotation will be two days on, two off, five on, five off then repeating the cycle. (Example) One division would work Monday Tuesday, off Wednesday Thursday, work Friday Saturday Sunday Monday Tuesday, off Wednesday Thursday Friday Saturday Sunday and repeat the cycle. The other division would work opposite shifts (days on and off) of this rotation.

Union acknowledges that this will result in each patrol deputy working an additional 110 hours per year, without additional pay. The yearly pay will continue to be based on 2080 hours as described in the union contract. In exchange, the patrol division will have their vacation, holiday, funeral and sick leave compensation calculated on a day for day basis, i.e. the time off will be the same number of days, but a day for those deputies will be 12 hours. Time off (vacation and holidays) will be limited to one deputy per shift.

One additional employee may be absent for vacation or holiday leave on any one given day at the discretion of the Sheriff or his/her designee.

Accordingly, choice of vacations and work shifts shall be made on seniority basis within classification.

Classification seniority for purposes of shift selections for shift times shall be every year during the first week of November.

Shift rotations shall be exercised every other year, the picks for shift rotation will occur in the odd year for the upcoming even year during the first week of November.

Said classification seniority prevails where conflicts may occur in this selection process. The shift selections resulting from the annual exercise of seniority picks shall be the regularly scheduled shifts to be worked for the next calendar year, beginning on January 1 following the selection. A shift vacancy which occurs in mid-year shall be filled by allowing appropriate employees to exercise their respective classification of seniority. By mutual agreement between affected Association members and the County, members may trade rotations outside of the "even numbered year" agreement.

For purposes of retirement or resignation, payout for vacation and sick time is based on the 8 ½ hour schedule.

For those that have chosen to take a holiday as a payout, that employee will not be compensated in pay for any time in excess of 8.5 hours. For any holiday time accumulated in excess of the 8.5 hours, those employees will be allowed to take those

additional holidays off at a time mutually agreed by the Sheriff or his/her designee and the employee.

- c. Members of the Association may be given special assignments as part of their various duties as an officer. Those duties may include Process Server, D.A.R.E Officer, Evidence Technician/Transport Officer, Bailiff, Electronic Monitoring. The special assigned duties for Deputies shall work a M-F, flexible 8-hour shift with time starting between 6:00 AM – 10:00 AM, unless mutually agreed upon. Special assignment schedules work 2080 hours and will accrue based on 8 hours. In the event special assignments are discontinued, the officer shall return to their previous patrol deputy duties.

Section 10.02 - Relief Time. All employees working a shift shall receive a 30-minute paid lunch during his/her tour of duty. All employees working an eight-hour day shall be assigned either a one-half or one-hour lunch period during his/her tour of duty. Employees assigned to one-hour lunch periods shall have 30 minutes paid and 30 minutes unpaid. The lunches shall be taken at staggered times. In the event of an emergency situation which required the presence of an employee on his/her lunch break, that employee will respond immediately to that situation and upon completion, may return to use any outstanding time.

## **ARTICLE 11 - VACATIONS**

Section 11.01 - Amount. Non-probationary employees shall be granted an annual paid vacation for the period specified below based upon the following service requirements:

- a. Twelve (12) days after one (1) year of service.
- b. Fifteen (15) days after five (5) years of service.
- c. Eighteen (18) days after seven (7) years of service.
- d. Twenty (20) days after ten (10) years of service.
- e. Twenty-four (24) days after fifteen (15) years of service.

Section 11.02 - Selection. A vacation day means the number of hours customarily worked by an employee in a twenty-four (24) hour day. All requests for vacation or holiday time off shall be subject to the approval of the Sheriff or his/her designee. Employees working a Monday through Friday schedule may request up to twelve (12) days of their vacation or holiday time by January 31. Employees working any other schedule may request up to fourteen (14) days of their vacation or holiday time by January 31. Requests received by January 31 shall be granted on a classification seniority basis except that staffing needs are a legitimate basis for rejecting a request for vacation. Employees must give at least twenty-one (21) days notice of cancellation of vacation time of more than one day, unless mutually agreed upon by employee and County. Vacation or holidays requested after January 31 shall be honored on a first come first serve basis.

Vacation/Holiday requests shall be administered as follows:

- a. Requests for holiday or vacation days off in blocks of four (4) days or more must be submitted no less than fourteen (14) days prior to the requested time off except in cases of emergency;
- b. Requests for holiday or vacation days off in blocks of more than two (2) days but less than four (4) days must be submitted no less than seven (7) days prior to the requested time off except in cases of emergency;
- c. Requests for holiday or vacation days off for between one (1) and up to and including two (2) days must be submitted no less than forty-eight (48) hours prior to the requested time off except in cases of emergency;
- d. Requests for holiday (including the Personal Holiday) or vacation days off of up to one (1) day can be used in one-half hour increments and can be made without requirement of advance notice, provided that the shift being vacated has sufficient coverage and provided granting the request for time off does not result in overtime pay to another employee that could otherwise have been avoided. Such requests are subject to the approval of the immediate supervisor.

Employees may carry over up to two hundred forty (240) hours of vacation time into the next calendar year. Maximum accumulation may exceed two hundred forty (240) hours during the calendar year. For employees with a hire date after 5/21/2013, maximum vacation payout due to resignation or retirement shall be 180 hours.

Employees shall accrue vacation each pay period. During the initial introductory period, (excluding reassignments, promotions, or transfer introductory periods) new employees are eligible for those benefits that are required by law such as worker's compensation and social security. Employees may use accrued Vacation hours during the introductory period after six months. Employees separating before completion of their probationary period shall not receive payment for vacation accrued. Employees separating before completion of their probationary period shall not receive payment for vacation accrued.

## **ARTICLE 12 - LEAVES**

### Section 12.01 - Leave of Absence.

- a. Purpose of Leave. Leave of absence without pay may, in the discretion of the Employer, be granted for a period of not more than one (1) year for educational purposes or for personal reasons.
- b. Application. All requests for leaves must be submitted in writing to the Law Enforcement Committee through the Sheriff.
- c. Return to Work. Any employee on leave who does not report for work the day following termination of said leave shall be considered to be on unauthorized leave of absence and subject to disciplinary action including discharge.

- d. Illness and Disability. A period of not more than one (1) year shall be granted as leave of absence due to personal illness or for disability, provided a physician's certificate is furnished every 30 days to substantiate the need for continuing the leave. Additional time may be extended on such cases by mutual consent of the Association and the Employer.
  
- e. Seniority While on Leave. Seniority and all fringe benefits shall continue to accrue during all approved, paid leaves of absence. Seniority and all fringe benefits except holidays shall continue to accrue during all unpaid leaves of absence of less than two weeks. Seniority and all fringe benefits shall not accrue during unpaid leaves of absence of more than two weeks. During unpaid leaves of absence, health insurance benefits shall be at the employee's expense provided the carrier allows continuation in the group. Seniority, not benefits, shall continue to accrue during unpaid leaves of absence for personal illness and disability.

Section 12.02 - Bereavement Leave. Death in the Family. Employees who wish to take time off due to the death of a family member should contact their supervisor immediately. Bereavement pay is calculated based on the employee's straight-time pay times the number of hours the employee would otherwise have worked at the time of absence.

All eligible employees may receive up to a five (5) day leave with full pay for the death of the employee's spouse and natural, adopted or step child.

All eligible employees may receive up to a three (3) day leave with full pay for the death of the employee's father, mother, sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, grandchild, step-parent, or any member of the employee's household for whom the employee is responsible.

All eligible employees may receive up to a one (1) day leave, with full pay, to be deducted from the employee's sick compensation account, for the death of the employee's sister-in-law, brother-in-law, aunt, uncle, niece or nephew, or when requested to be a pall bearer, or when requested to be a participant in a military funeral. Pay for any combination of those listed in this category is limited to three (3) days maximum per calendar year.

Additional leave time, which shall be deducted from the employee's sick leave account, may be granted for those categories listed above with prior approval of the department head. If time is needed for deaths of others not listed, the employee can arrange to use personal holiday or vacation time.

Bereavement leave is for the purpose of attending the funeral and wake, traveling to/from the funeral and wake, direct responsibility for making arrangements for the funeral, or for post funeral activity. The leave must be completed within five (5) working days of the death, funeral, or memorial service. The days may be used in two (2) intervals, if necessary, for the purpose of these activities. Employees may be required to furnish verification of the date of death, date of funeral, and the relationship of the deceased.

Section 12.03 - Jury Duty Leave. Employees shall be granted time off with full pay for reporting for jury duty or for jury duty service upon presentation of satisfactory evidence in relation to the request for jury duty. Compensation received for such duty or service, exclusive of travel pay or jury duty pay on off days, shall be immediately turned over to the Employer. If an employee is

dismissed from jury duty prior to the end of his/her regularly scheduled working hours, he/she shall report to work for the balance of the working day.

Section 12.04 - Sick Leave. Employees shall accumulate sick days at the rate of one (1) per month, to a maximum accumulation of 120 days. Use of such leave is restricted to personal illness or injury of the employee or to care for the employee's ill or injured spouse, child (including stepchild), parent (including step parent), foster child or family member residing in the household, or for whom the employee is court appointed as legal guardian of the person or is an activated power of attorney for health care of the person. Such leave shall be allowed for medical appointments of those listed above. Employees should give as much advance notice as possible (but no less than 30 minutes before their scheduled start time) and identify the nature of the reason for the absence. After an employee has accumulated 120 days of sick leave, any sick leave days in excess of 120 not used at the end of the year will be paid at the rate of \$50.00 per day. Sick leave may not be taken in less than one hour increments. Employees shall accrue, but may not use, sick leave during the first 6 months of the one year probationary period, unless approved for bereavement leave purposes. Employees separating before completion of the probationary period shall not receive payment for accrued sick leave.

Section 12.05 - Doctor's Request. Employees may be required by the Sheriff, or his/her designee, to provide a doctor's certificate. Each sick leave is subject to a check by a County representative to verify the alleged sickness. Certification by a physician may be required in cases of suspected abuse such as when the Employer perceives a pattern of absences. An oral conference shall precede Employer-required certification of illness or injury. The County shall pay for any portion of the Employer-required examination not covered by insurance. Any employee found to have violated any sick leave regulation shall promptly refund any amount found to have been fraudulently received in the form of sick leave compensation and, in addition, shall be subject to discipline or discharge.

Section 12.06. Employees who are receiving disability benefits provided through the County's IRC Section 125 plan may utilize accumulated sick leave to offset the cost of health insurance. Said usage shall be rounded to the next highest hour.

## **ARTICLE 13 - HEALTH INSURANCE**

Section 13.01 - Participation. The County agrees to pay 88% of the premium of the lowest cost option under the State Plan or of the replacement plan. No employee shall make any claim against the County for additional compensation in lieu of or in addition to the cost of his/her coverage because he/she does not qualify for the family plan. This benefit becomes effective the first day of the month following completion of the first full calendar month of employment. An employee who terminates employment shall be covered by the County's health insurance plan for the remainder of the month of termination. As long as the County continues to be covered by the State Plan, an employee who terminates employment shall be covered by the County's health insurance plan for the remainder of the month of termination and one additional month.

It shall be the employee's responsibility to promptly notify the County of any change in family status for health insurance coverage.

Section 13.02 - Carrier. The Employer may from time to time change its insurance plan design or carriers and/or self-fund any of the insurance provided in this Article. The Association shall be advised of any prospective change of plan design or carrier and/or desire to self-fund and be given an opportunity to provide input regarding any proposed change. No employee shall make any claim against the Employer for additional compensation in lieu of or in addition to the cost of his/her coverage because he/she does not qualify for the family plan. In the event the change in plan design or carrier results in higher deductibles or increased co-pays (except for drug co-pays), the County agrees to reimburse the employee for 50% of the out-of-pocket increase in deductibles and unreimbursed co-pays.

Section 13.03 - Retiree's Health Insurance. Employees shall be allowed to remain on the health insurance program at the employee's expense, provided that it is allowed by the carrier.

Section 13.04 - Section 125 Plan. The County agrees to provide an IRS §125 Plan.

## **ARTICLE 14 - PENSION**

Employees shall be covered under the State of Wisconsin Retirement System in accordance with Chapter 40 of the Wisconsin Statutes. The Employer will contribute, in addition to the Employer's contribution, up to seven percent (7%) of all eligible earnings of the employee to the Wisconsin Retirement System. All public safety employees in the unit hired after January 1, 2013 will contribute the employee required contributions to the Wisconsin Retirement System, unless otherwise stated by law.

## **ARTICLE 15 - HOLIDAYS**

Section 15.01 - Designated Holidays. Beginning in 2013, there will be ten (10) holidays paid: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day, and one (1) personal holiday.

Section 15.02 - Holiday Compensation. All employees shall be granted ten (10) days off at a time mutually agreed upon by the Sheriff or his/her designee and the employee.

Employees shall have the option of taking their holidays in time off, as described in the first paragraph of this section, or in the alternative, receiving cash payment for the holidays, except that employees who work a Monday through Friday schedule shall not have the option of receiving cash payment for the following holidays: New Year's Day, Christmas Day, July 4, Thanksgiving Day, and Labor Day. Employees must select which option they are to receive not later than August 1. Said selection shall be for the following year's holiday compensation. If cash is the selected option, the employee shall receive such payment in the second pay check in December for the year for which the holiday compensation is applicable. For any unused paid holidays, the employee may choose payment in lieu of time off.

The personal holiday for all employees shall be prorated in the first and last year of employment. Each 45 calendar days of employment shall result in the accrual of one hour of personal holiday time, rounded to the nearest quarter hour. During their first and

last years of employment all employees shall be paid for all holidays which occur in the employee's period of employment.

## **ARTICLE 16 - UNIFORMS**

Section 16.01 - Uniform Allowance/Damaged. All employees, including detectives, shall be compensated at the rate of five hundred dollars (\$500.00) per year for uniform allowance. The uniform allowance payment will be in the second paycheck in December. Any damage to uniforms or personal belongings sustained in the line of duty (beyond normal wear and tear) shall be replaced or repaired upon written request and approval of the Law Enforcement Committee and shall not count towards the annual allowance. Employees required to wear uniforms shall also be eligible an amount not to exceed \$350 to purchase uniforms at the time of hire. Employees changing from one position to another within the department do not re-qualify for additional uniform allowance. Uniform allowance shall be administered according to IRS regulations.

Employees in their first and last year of employment shall have their uniform allowance prorated based on months worked, excluding the initial allowance. A minimum of 12 scheduled and worked days is required to receive credit for the month.

## **ARTICLE 17 - WAGES**

Section 17.01 - Wages. See Appendix A

Section 17.02 - Hourly Rate. The hourly rate of pay as applied in this contract for all benefits shall be computed based on 2080 annual hours divided into the annual salary.

## **ARTICLE 18 - OVERTIME**

Section 18.01 - Overtime. All employees shall receive overtime pay, at the rate of time and one-half (1½) for all time worked in excess of their normal work day and work cycle. For FLSA purposes, the parties agree to use a 28-day cycle.

Section 18.02 - Call In Pay. Employees covered by the terms of this Agreement shall respond to a call to work outside of their regular schedule of hours if requested to do so by their Department Head or his/her designee. A minimum of two (2) hours at time and one-half (1½) shall be granted to any employee who is requested to report outside of his/her regular schedule of hours or who reports to work as scheduled and is sent home. Minimum call in pay does not apply to telephone calls or when ordered in less than two (2) hours prior to the start of the employee's regular assigned shift or required to stay after a regular shift. This time shall be compensated at the overtime rate of time and one-half (1½) for the actual time worked. This minimum of two (2) hours will only apply once a day which is defined as the twenty-four (24) consecutive hours commencing at midnight (12.00 a.m.).

Section 18.03 - Court Time. Any employee required to make court appearances other than during his/her regular work hours, whether in respect to an arrest or in a civil case where the employee is subpoenaed because of his/her duties, shall receive a minimum of two (2) hours pay at time and one-half (1½) for time so spent.

Employees who attend court pursuant to a subpoena shall have the option of receiving pay under this Section or the subpoena fees. An employee may not receive both forms of compensation for the same court appearance.

Employees who are notified, on the day of a scheduled court appearance, that the scheduled court appearance is canceled, and the employee has not yet reported for said appearance, shall receive one (1) hour of pay at time and one-half (1½) for the inconvenience. (This paragraph, as does the first paragraph of this Section, applies to court appearances which occur at times other than during regular work periods.)

Section 18.04 - Range & School Training. The training done during off duty hours shall be compensated at the rate of time and one-half (1½). Range and school training shall be determined by the Sheriff. Where practical, such training shall be scheduled during working hours.

All voluntary training and/or education must be approved in advance by the Sheriff and shall be paid at a straight time rate.

Section 18.05 - Change in Regular Scheduled Shift. Any change in an employee's regular scheduled shift shall be preceded by at least a thirty-six (36) hour advance notice. Failure to comply with the advance notice requirement shall result in payment of time and one-half (1½) for hours worked on the changed shift, with the exception of someone sick or using funeral leave, or unless the shift change is mutually agreed to by the employee and the Sheriff or his/her designee. Any permanent shift change in a non-emergency situation which affects more than one employee shall be preceded by one calendar month notice of the change. Any such change shall be limited to one hour deviation from the current shift start time. The County agrees that a minimum of 12 months must pass before another permanent shift change can be implemented.

## **ARTICLE 19 - MISCELLANEOUS PROVISIONS**

Section 19.01 - Mileage Reimbursement. The Employer shall reimburse the employees who use their automobiles while on County business at the rate received by the Trempealeau County Board of Supervisors.

Section 19.02 - Meal Reimbursement. Employees will be reimbursed for meals when they are required to be out of the County during meal time in accordance with County Policy and at the rate received by the Trempealeau County Board of Supervisors.

Section 19.03 - Worker's Compensation. All employees shall be provided with worker's compensation insurance. All working time lost due to injuries incurred on the job shall be considered time worked on the day the injury occurred. All employees must give immediate proper notice and/or report to the supervisor of any injury and/or accident.

Section 19.04 - Job Posting. If a new position is created or a vacancy is filled, the new position or vacancy shall be posted in a conspicuous location within the Sheriff's Department for a period of not less than seven (7) consecutive days setting forth the job requirements, qualifications required and rate of pay. Interested Association members shall sign their names

to this notice. The selection of any applicant to fill the job vacancy shall be made on the basis of experience, skill, ability, and seniority. The selection is solely within the discretion of the Sheriff; however, if the experience, skill and ability of two or more applicants is, in the opinion of the Sheriff, equal, the applicant with the greatest seniority shall be chosen. The Association reserves the right to use the grievance procedure to determine if a candidate is qualified.

Section 19.05 - Training/Schooling. When an employee participates in any Employer-approved training/schooling, the Employer shall pay all costs associated with said training/schooling, including reimbursement for meals at the County rate. The night shift shall have the option of working a different day in place of his/her shift the day before the school. This shall be a switch and shall not be at overtime. The shift will be the same as his/her regular shift unless agreed upon by the employee.

If the training session is more than 60 miles from the employee's residence, the County will provide lodging. If the training session is less than 60 miles from the employee's residence, the County will pay actual travel time and mileage (if using personal vehicles). If the employee chooses to not take offered lodging and meal reimbursement, mileage required in their personal vehicles shall be at the County's expense. All other travel costs shall be at the employee's expense. If the employee chooses to stay even though the training session is less than 60 miles from the employee's residence, the employee shall be responsible for his/her expenses. This can be altered by mutual agreement.

Section 19.06 - Use of Trained Personnel for Transports. When transports are needed, only those with prisoner handling training shall be used.

Section 19.07 - Reentry into Bargaining Unit. Supervisory personnel may reenter the bargaining unit if a position becomes available. They may post for the position only after all bargaining unit employees have had the chance to post for the position. Employees reentering the bargaining unit will retain the seniority they had when they left, but shall not accrue seniority while in the supervisory position.

Section 19.09. When an existing employee applies and is selected for another position within the Sheriff's Department other than through a job posting, the following terms and conditions shall apply:

Probationary Period: The employee shall serve a one (1) year probationary period in the new position. Said probationary period may be extended as needed to complete any required training sessions. The employee shall have the right to return to his/her former position during the first two (2) months of the probationary period, without loss of benefits, seniority or shift assignments.

Retain, Discipline or Dismiss: During the probationary period, the Sheriff (or designee) shall have the sole power to retain, discipline, dismiss, or return the employee back to his/her original position. Said action is subject to the grievance procedure, provided the employee has served the initial one (1) year probationary period with the Sheriff's Department.

Seniority: Seniority shall be in accordance with Article VIII. For department seniority purposes, the last date of hire with the Sheriff's Department shall not change.

Vacation, Sick, Holiday: The employee shall be allowed to retain accumulated vacation, sick,

and holiday leave on the books for use while in the new position, subject to the terms of Articles XI, XII, and XV.

Medical and Other Insurance: Insurance benefits shall continue without lapse in coverage.

Uniforms: The employee shall not be entitled to receive any more uniform allowance than he/she would have received had he/she continued working in the former position.

Wages: The employee shall be placed at the Start rate of the new position until completion of the one (1) year probationary period.

Section 19.10. The Employer agrees to advise the employee or give a copy to the employee of all performance related concerns or complaints put into the record of the employee.

Section 19.11 - Separation. Employees shall give at least fourteen (14) calendar days notice in writing in advance of termination of service. At the time of separation from employment, all accrued but unused vacation time, as well as the sick leave payout described below, shall be paid in a lump sum on the first payroll following completion of the last pay period in which the employee worked. An employee severing his/her employment relationship with the County may not use accumulated sick leave to extend his/her separation date beyond the last day worked. An employee who retires\* may use up to four work weeks of vacation beyond their last day worked and an employee who quits without retiring\* may use up to two work weeks of vacation beyond their last day worked, provided the use of vacation does not extend the employment relationship beyond the end of the month in which the employee last performed work for the Department. The bar on the use of accumulated sick leave prior to separation does not apply when the employee has had his/her medical provider document to the County's satisfaction the separating employee's inability to work throughout their period of absence. The County has the right to send the employee to a physician of its choice to verify the opinion of the employee's provider. Noncompliance with any of these requirements may result in forfeiture of accrued benefit payout the employee may be entitled to. The sick leave payout shall be as follows:

<b>Reason for Separation</b>	<b>Value</b>	<b>Maximum Days Eligible to Receive</b>
Retirement*, Disability*, or Death	100% of the cash value at the rate of pay received at the time of retirement, disability, or death	60
Resignation or Discharge (for non-disciplinary reasons)	\$50.00 per day	30
Discharge (for disciplinary reasons)	0	0

\*As defined under the provisions of the Wisconsin Retirement Fund.

Section 19.12 – If an employee transfers to another job within County employment (not including the Health Care Center), the employee will be allowed to retain and use any accumulated vacation and sick leave benefits.

## **ARTICLE 20 - SAVINGS CLAUSE**

Section 20.01 - Savings Clause. If any Article or section of this Agreement or any addenda thereto shall be held invalid by operation of law or any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or section should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or section found to be invalid or restrained as to enforcement.

## **ARTICLE 21 - ENTIRE MEMORANDUM OF AGREEMENT**

Section 21.01 - Entire Memorandum of Agreement. This Agreement constitutes the entire agreement between the parties and no verbal statements shall supersede any of its provisions. Any amendment supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto. Waiver of any breach of this Agreement by either party shall not constitute a waiver of any future breach of this Agreement.

## **ARTICLE 22 - TEMPORARY FILL-IN EMPLOYEE STATUS**

The County and the Association hereby recognize the status of temporary fill-in employees. The recognition of this status is for the sole purpose of determining priority for fill-in work available after all regular full time employees in the classification have been afforded the opportunity to perform any fill-in work. After all regular full time employees in the classification have been given the opportunity to perform any fill-in work available, priority for fill-in work available shall be given to the temporary fill-in employee who has the greatest number of hours worked for the County subsequent to January 1, 1991. Temporary fill-in employees shall not be entitled to any benefits provided by the terms of this Agreement or as otherwise provided to any other class of employees recognized now or hereafter in this Agreement. Fill-in employees shall receive no benefits or rights under this Agreement except the right to perform fill-in work when available pursuant to this paragraph. Neither the terms of this Agreement nor any amendment of this Agreement shall apply to any individual in the status of a temporary fill-in employee unless the Agreement expressly and unambiguously so states. For purposes of this paragraph, the term "fill-in work" is defined as work with the Trempealeau County Sheriff's Department which becomes available due to the sickness, exercise of vacation rights, holiday, funeral leave, jury duty leave, or other shift leave taken by the employee who was scheduled to work this time.

The provisions of the first paragraph of this Article notwithstanding, the parties agree that this Article may be administered consistent with the following:

- A. The County may use a temporary, non-bargaining unit employee in up to 50% of the cases described in the first paragraph of this Article and said use of non-bargaining unit personnel will not be violative of this Agreement unless it exceeds the 50% level. In other words, the County must offer at least 50% of the work to bargaining unit personnel. The requirement that at least 50% of the work be offered to members of the bargaining unit is effective from July 22, 1992, forward. The parties agree that the use of retired Trempealeau County certified officers for transports does not count against the 50% rule.

B. The parties also agreed that, whenever possible, when a non-bargaining unit employee is used to fill-in, the scheduling shall be done in such a manner that at least one regular employee works with the non-unit employee in the classification involved.

**ARTICLE 23 - DURATION**

Section 24.01 - Duration. This Agreement shall be in full force and effect from January 1, 2015, to and including December 31, 2016.

Section 24.02 - Bargaining Procedures.

Step 1. On or before September 1 of the expiration year of this Agreement, either party shall notify the other of intent to negotiate a successor Agreement.

Step 2. Negotiations will commence not later than October 1 of that year.

Step 3. After agreement to any part of the proposal by both parties, that part may be signed by both parties and set aside not to be renegotiated unless agreed upon by both parties.

All time limits described above may be changed by mutual agreement by both parties.

In the event a successor Agreement is not executed by the expiration date in Section 24.01, all terms and conditions of this Agreement shall remain in full force and effect until a successor Agreement is so executed.

Signed and agreed to this \_\_\_\_ day of \_\_\_\_\_, 2015.

**FOR THE COUNTY**

**FOR THE ASSOCIATION**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPENDIX A

	1/1/2015		1/1/2016	
	Hourly Start Rate	Hourly After Probation	Hourly Start Rate	Hourly After Probation
Detective		\$26.4418		\$26.9706
Patrol Officer	\$24.0446	\$25.5005	\$24.5255	\$26.0105

**SIDELETTER**

The parties agree that, in the event the county desires to rotate shifts effective January 1, 1997, or thereafter, the County agrees to negotiate with the Association regarding the proposal. The Association has the opportunity and the right to negotiate shift language prior to implementation of rotating shifts including the right to bargain the impact of such a decision.

**FOR THE COUNTY**

**FOR THE ASSOCIATION**

By: \_\_\_\_\_  
Date

By: \_\_\_\_\_  
Date

---

**SIDELETTER**

The County agrees to reimburse for tuition or books for courses which are approved by the County, in advance, and are completed successfully.

**FOR THE COUNTY**

**FOR THE ASSOCIATION**

By: \_\_\_\_\_  
Date

By: \_\_\_\_\_  
Date

**SIDELETTER**

One additional employee per classification may be absent for vacation or holiday leave on any one given day during calendar years 2015 and 2016 at the discretion of the Sheriff or his/her designee.

**FOR THE COUNTY**

**FOR THE ASSOCIATION**

By: \_\_\_\_\_  
Date

By: \_\_\_\_\_  
Date

---

**SIDELETTER**

The parties agree that the switch to a health insurance plan with deductibles in 2011 did not violate Article 19. The County agrees to offset the newly-imposed deductibles by funding a flexible spending account with \$500 for those employees with single coverage and \$1,000 for those employees with family coverage in both 2015 and 2016. In exchange, the WPPA has agreed to drop its grievance with prejudice.

**FOR THE COUNTY**

**FOR THE ASSOCIATION**

By: \_\_\_\_\_  
Date

By: \_\_\_\_\_  
Date

---

**SIDE LETTER**

The parties agree that the Sheriff, or his/her designee, may, at his/her discretion, waive the limitations of the second sentence of Section 11.02 with respect to the holidays listed in paragraph 2 of Section 15.02; the Sheriff may allow more than three employees within the same classification to be absent on New Year's Day, Christmas Day, July 4, Thanksgiving Day, or Labor Day.

**FOR THE COUNTY**

**FOR THE ASSOCIATION**

By: \_\_\_\_\_  
Date

By: \_\_\_\_\_  
Date

**SIDELETTER**

Reference Section 10.01, paragraph a:

Detectives will work a schedule of four (4) days on duty with three (3) days off. The shift will be ten (10) hours, starting at eight (8) am. Two (2) detectives will work Monday through Thursday and one (1) will work Tuesday through Friday. Shift selection shall be by seniority as per contract.

Paid holidays, vacations and sick days will be considered as a ten (10) hour day instead of the current 8 hour day. For the Monday through Thursday shift, if the paid holiday is on a Friday or Saturday, the employee shall get Thursday off. If the paid holiday is on a Sunday, the employee shall have Monday off. For the Tuesday through Friday shift, if the paid holiday is a Saturday, they shall get Friday off. If the paid holiday is on a Sunday or Monday, the employee shall have Tuesday off.

Vacation and sick leave will accumulate based on a 10 hour day.

A funeral leave day shall be based on ten (10) hours.

For purposes of retirement or resignation, payout for vacation and sick time is based on the non-trial 8 hour schedule.

For those that have chosen to take a holiday as a payout, that employee will not be compensated in pay for any time in excess of 8 hours per day. For any holiday time accumulated in excess of the 8 hours, those employees will be allowed to take those 2 additional holiday hours off at a time mutually agreed by the Sheriff or his/her designee and the employee.

Either side can terminate this agreement if desired, at any time.

**FOR THE COUNTY**

**FOR THE ASSOCIATION**

By: \_\_\_\_\_  
Date

By: \_\_\_\_\_  
Date

**LETTER OF AGREEMENT**

Between Trempealeau County  
and the  
Wisconsin Professional Police Association  
for and on behalf of the  
Trempealeau County Professional Police Association

**HOLIDAYS**

This Agreement is entered into for the purpose of clarifying the use and payout of Holidays for those employees working a five days on followed by two days off rotation (Monday through Friday schedule):

1. The parties agree that, all employees who work a Monday through Friday schedule shall not have the option of receiving cash payment for the following holidays: New Year's Day, Christmas Day, July 4, Thanksgiving Day and Labor Day. If an employee working a Monday through Friday schedule is required to report for duty on one of the above days, that employee will be paid at the rate of one and one-half (1 1/2) times the classified rate of pay. The employee will also be allowed to take an alternative day off at a time mutually agreed upon by the Sheriff or his/her designee and the employee.
  
2. The parties agree that, all employees who work a Monday through Friday schedule shall have the option of receiving cash payment for the following holidays: President's Day, Memorial Day, Day after Thanksgiving, Christmas Eve Day, and Personal Holiday. Employees must select which option they are to receive not later than August 1<sup>st</sup>. Said selection shall be for the following year's holiday compensation. If cash is the selected option, the employee shall receive such payment in the second pay check in December, for the year for which the holiday compensation is applicable. If time off is the selected option, the employee will be allowed to take the five (5) holidays off at a time mutually agreed upon by the Sheriff or his/her designee and the employee.

**FOR THE COUNTY**

**FOR THE ASSOCIATION**

By: \_\_\_\_\_  
Date

By: \_\_\_\_\_  
Date

## LETTER OF AGREEMENT

### SHIFT TRADING

Employees may, solely at their option and with the approval of the immediate supervisor available, substitute for one another during scheduled work hours in performance of the same work in the same classification provided they are qualified to perform the work of the person with whom they are trading. Shift trades shall not exceed two (2) consecutive work days. Employees shall provide sufficient advance written notice of the request to the supervisor prior to the shift trade to allow time for the supervisor to respond. Shift trades may not be unreasonably denied. Probationary employees cannot trade shifts.

The hours worked shall be excluded in the calculation of the hours for which the substituting employee would otherwise be entitled to overtime compensation. It is understood and agreed that the County will not pay overtime compensation to any employee who works in excess of his/her scheduled workweek due to a shift trade and that no employee shall be paid overtime as a result of the shift trade, except when that overtime would have normally occurred.

The employees involved in the shift trade shall be responsible for being present at their newly approved work hours and will be subject to disciplinary action if they fail to do so, unless the employee is precluded from being present due to illness, emergency or other legitimate reason.

If an employee who enters into an agreement is unable to work the hours that he/she agreed to work, with the approval of his/her immediate available supervisor he/she may substitute with another employee in performance of the same work in the same classification.

Shift trading shall not occur unless the employee requesting the trade has less than 12 days of other eligible leave time accrued and available for use. Employees who have been denied a request for vacation or holiday leave because it exceeded the maximum allowable employees in the same classification on leave that day may request a shift trade regardless of the amount of eligible leave time available.

The time traded must be paid back within 30 calendar days of the initial trade. A copy of the approved Shift Trade Request form must be attached to the timesheet of each employee involved in the trade for each of the pay periods in which the shift trades occurred.

The County shall not incur any additional liability due to shift trades nor shall the County assume any responsibility regarding pay back of such time.

**FOR THE COUNTY**

**FOR THE ASSOCIATION**

By: \_\_\_\_\_

By: \_\_\_\_\_

**Date**

**Date**