A G R E E M E N T

BETWEEN

FOND DU LAC COUNTY

AND

FOND DU LAC COUNTY SHERIFF'S OFFICE

LAW ENFORCEMENT EMPLOYEES' ASSOCIATION

LOCAL 350

WISCONSIN PROFESSIONAL POLICE ASSOCIATION

LAW ENFORCEMENT EMPLOYEE RELATIONS DIVISION

2011-2012

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AGREEMENT

THIS AGREEMENT, MADE AND ENTERED INTO AT THE City of Fond du Lac, by and between the COUNTY OF FOND DU LAC, hereinafter referred to as Employer, and FOND DU LAC COUNTY LAW ENFORCEMENT EMPLOYEES, LOCAL 350 who have designated the Wisconsin Professional Police Association, Law Enforcement Employee Relations Division as their designated representative for Protective Service Employees who are employed by the County of Fond du Lac in the Sheriff's Office.

ARTICLE 1. INTENT AND PURPOSE

1.01 It is intended that the following Agreement shall be an implementation of the provisions of Section 111.70 of the Wisconsin Statutes, consistent with that legislative authority which devolves upon the County of Fond du Lac, the statutes and, insofar as applicable, the rules and regulations relating to or promulgated by the Protection of Persons and Property Committee.

1.02 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 and to facilitate a peaceful adjustment of all grievances and disputes that may arise under this Agreement.

ARTICLE 2. RECOGNITION

2.01 The Employer recognizes the Association as the exclusive collective bargaining representative for the purpose of conferences and negotiations with the Employer, or its lawfully authorized representative on questions of wages, hours, and other conditions of employment for the unit of representation consisting of all regular full time and regular part time Protective Service Employees in the Fond du Lac County Sheriff's Office excluding the Sheriff, all supervisors and confidential employees as defined by law to include the Undersheriff, Chief Deputy, Captain, Lieutenants, Jail Supervisor, Office Coordinator, and all Non-Protective Service Employees.

ARTICLE 3. MANAGEMENT RIGHTS

3.01 Except as otherwise provided herein, the management of the work and the direction of the force, including the right to hire, promote, transfer, demote, suspend or otherwise discharge for proper cause, and the right to relieve employees from duty because of lack of work or other legitimate reason is vested in the Employer.

3.02 The Employer shall have the right to establish reasonable work rules.

ARTICLE 4. PROBATIONARY PERIOD

4.01 All new employees shall be employed on a twelve (12) month probationary period. A probationary employee may be disciplined or discharged for any reason without recourse to the grievance procedure. Time spent in school, with FTO or training away from the job during an employee's twelve (12) month probationary period shall not be considered as part of the twelve (12) month probationary period and the probationary period shall be extended equal to said time spent in school or training.

4.02 Upon completion of the probationary period, the employee shall be granted seniority rights from the date of original hire in the regular full-time or regular part-time position or from the date of hire as established in section 4.04.

4.03 Probationary employees who desire hospital and surgical insurance coverage after ninety (90) days of employment shall be entitled to coverage in accordance with the contribution schedule in Section 16.01 of this Agreement.

4.04 Part-time and temporary employees who are awarded regular full-time or regular part-time positions in the same classification as that worked as a part-time and/or temporary employee shall have their date of hire adjusted as follows:

Hours Worked As Part-Time And/Or Temporary Employee	Number of Months Date Of Hire Back Dated
433 or More	3 Months
At Least 260 But Less Than 433	2 Months
At Least 87 But Less Than 260	1 Month
Less Than 87	No Adjustment

The date of hire adjusted in accordance with the above procedure shall serve as the employee's original date of hire for purposes of seniority and vacation and sick leave accrual. There shall be no allowance for retroactive holiday accrual.

ARTICLE 5. DEFINITION OF EMPLOYEES

5.01 The following definitions shall apply to this Agreement:

a) Regular Full Time Employee: Shall mean those employees regularly scheduled to work a full normal schedule (minimum of thirty-seven and one half (37 1/2) hours per week).

b) Regular Part Time Employee: Shall mean those employees regularly scheduled to work less than a full normal schedule but not less than eighteen (18) hours per week.

ARTICLE 6. SENIORITY

6.01 The Employer agrees to the seniority principal. There shall be two (2) types of seniority as follows: 1) Departmental, 2) Classification.

6.02 After completion of probationary period an employee's seniority date shall date as of the date of employment as a regular full-time or regular part-time employee within the bargaining unit with the Employer or as established pursuant to Section 4.04 of the Agreement and shall not be considered terminated except upon 1) discharge for cause, 2) voluntary quit, 3) failure to return upon the expiration of a leave of absence, 4) layoff for a period exceeding two (2) years or 5) failure within seven days after sending notice to respond to recall from layoff after written notice by certified mail is sent to the employee at the last address appearing on the Employer's records.

6.03 A seniority list shall be prepared and posted by the Employer. Such list shall be prepared in order of seniority and will show the names and dates of employment of all persons in the bargaining unit. A copy of such list shall be mailed to the Association and such list shall be reviewed at twelve (12) month intervals.

6.04 Time spent as a Sergeant shall also be counted as time spent as a Patrol Officer in determining seniority within a classification under provisions of this Agreement.

6.05 Any employee covered by the Agreement who is promoted within the Office to a classification not with the Bargaining Unit, shall retain the seniority that he/she had as of the date of his/her promotion for a period of up to one year following the termination date in the position to which promoted unless the termination was for cause. If the employee then fills a vacancy in a classification within the Bargaining Unit within the one year, he/she shall be credited with the seniority previously accumulated within the Bargaining Unit.

ARTICLE 7. LAYOFF

7.01 In laying off employees because of a reduction in forces, the employees with the least seniority within a job classification shall be laid off first provided that those remaining are qualified to carry on the employee's usual operation. In re-employing, those employees with the greatest length of service shall be

called back first, provided they are qualified to perform the available work.

7.02 In the event of a reduction in the work force, the County agrees to notify the Association thereof as soon as reasonably possible after reaching such determination. The Association and County shall meet within three (3) working days after a request by the Association, if any, to discuss the impact of such reduction on bargaining unit employees.

7.03 An employee(s) who is unable to retain his/her present job classification due to a reduction in force may apply his/her total county seniority to bump the least senior employee, if any, within a job classification which the employee has previously held, or is qualified to perform by previous cross training. However, any employee bumping into a job classification after the start of a calendar year will not have any seniority rights within that job classification as to selection of shift, vacation, etc., during the remainder of that calendar year in regard to other employees who were employed within that job classification prior to the bumping procedure.

7.04 The employer shall provide a severance package to employees whose positions are eliminated or at risk of elimination due to budgetary reasons or operational efficiency. The severance will be equal to one month of the employee's elected employer sponsored health insurance plan for every 18 days of accrued sick leave. The employer agrees to pay its portion of the health insurance plan. Employees that elect to retire in lieu of layoff will be offered one month of the employer sponsored health insurance plan for every 6 days of accrued sick leave up to a maximum of 12 months. If the employee does not currently participate in the employer sponsored health insurance, they will be compensated by a cash pay-out equal to 50% of the employer's current cost of a single health plan. This option is also subject to a 12 month maximum for employees that elect to retire. If the employee elects the severance package and is later recalled from layoff their sick leave balance will not be reinstated as the employer will have considered the employee fully compensated for their accrued sick leave.

ARTICLE 8. JOB POSTING

8.01 The Employer shall periodically issue job postings for the various positions in the Fond du Lac County Sheriff's Office. The Job posting shall be posted on all bulletin boards for a minimum of seven (7) days. The job requirements, qualifications and wage rate shall be part of the posting and sufficient space provided for interested parties to sign said posting. Upon completion of the posting, the Employer shall furnish the results of that posting (eligibility list) to an Association Officer.

8.02 All regular full-time and regular part-time employees shall be eligible to sign these periodic job postings. For job postings concerning patrol Officer vacancies, outside applicants may be considered in the establishment of the eligibility list. The HR Director and representatives of the Sheriff's Office shall review the list of all the employees who have signed the job postings as well as a list of interested outside applicants (when applicable) and establish a list of qualified employees in order of preference for filling future vacancies. The Eligibility list, so established, shall be used to fill future vacancies for a period not to exceed twelve (12) months.

8.03 Candidates will be ranked in order of their qualifications with preference given to seniority and unless a junior employee or an outside applicant has clearly superior qualifications, as determined by the HR Director and/or the department head representative of the Sheriff's Office, the more senior employee will be ranked higher on the eligibility list. In determining qualifications, the Employer may administer applicable written and oral examination, conduct interviews and consider other pertinent factors and skills, including evaluation of the employee's work performance as an employee and the employee or applicant's prior work experience.

8.04 Qualifications Disputes: If there is any difference of opinion as to the qualifications of an employee the Association Committee and/or the Association Representative may take the matter up for adjustment through the Grievance Procedure.

8.05 Protective Service Employee vacancies in the Fond du Lac County Sheriff's Office shall be filled from these eligibility lists.

8.06 All promotion or transfers will be for a trial period that shall not exceed six months in duration. During this period an employee may return to his/her previous position at his/her choice or by request of the HR

Office/Department head. To minimize disruptions in scheduling the movement of personnel:

a) Employees who are involuntarily returned to their former classifications may be assigned to different shifts from the shifts they vacated upon promotion or transfer for a period not to exceed sixty (60) days. Employees who are involuntarily returned to their former classifications shall retain their original seniority date within that classification.

b) Employees who voluntarily choose to return to their former classifications will be required to wait for a future vacancy within their desired classification before returning back to their former classification.

ARTICLE 9. VACATIONS

9.01 Definitions: A normal full vacation week shall be consecutive six (6) days and a normal full vacation day shall mean eight (8) hours. Vacation pay shall be at an employee's straight time hourly rate in effect at the time of taking such vacation.

a) Vacation/Floating Holidays and than Overtime Off days shall be requested by employees prior to the 15th of the preceding month before the schedule is posted, and shall be granted based on seniority.

b) Any time off requested after the 15th may be granted on a first come first serve basis by their supervisor.

9.02 Vacation earned during the calendar year shall be determined on the basis of length of continuous service of each employee as of December 31 of each calendar year and such vacation must be taken in the calendar year following the year in which it is earned. Earned regular full-time employee shall earn vacation as follows:

a) Employees with less than seven (7) years of service shall earn vacation at the rate of one (1) day per month or major fraction thereof for each month of service (Twelve (12) months shall equal twelve (12) days of vacation).

b) Employees with more than seven (7) years of service, but less than fourteen years, shall earn vacation at the rate of one and one-half (1 1/2) days per month or major fraction thereof for each month of service (Twelve (12) months shall equal eighteen (18) days of vacation).

c) Employees with more than fourteen (14) years of service shall earn vacation at the rate of two (2) days per month or major fraction for each month of service (Twelve (12) months shall equal twenty-four (24) days of vacation).

d) Employees with more than twenty (20) years of service shall earn one (1) additional day of vacation. Total of twenty-five (25) days.

e) Employees with more than twenty-one (21) years of service shall earn two (2) additional days of vacation. Total of twenty-six (26) days.

9.03 Regular part-time employees shall earn vacation at the rate of one (1) hour for each twenty-six (26) hours or major fraction thereof of creditable service during the calendar year.

9.04 Regular part-time employees with five (5) or more years of service shall be eligible for eleven (11) days of vacation.

9.05 Preference as to time of vacations will be given in accordance with seniority wherever practical and provided it does not adversely affect the operations of the Employer. Employees who select their vacation preference before December 1 and have it approved by December 15 will be guaranteed at least one (1) week of vacation in January thru April of the following year at the time requested. Employees who do not select their

vacation preference before December 1 may select their vacation preference before March 1 and have it approved by March 15 to be guaranteed at least one (1) week of vacation in May thru December at the time requested. After these vacations have been approved, employees may request a second guarantee week of vacation by March 22 and approved by April 1. Employees are allowed only to select two (2) guarantee weeks of vacation per year.

9.06 Where fractional vacation days occur, they shall be rounded off to the nearest full day for purposes of computing pay and time off.

9.07 If unusual circumstances prevent an employee from taking vacation, the employee must apply to and receive permission from the Sheriff for any deviation from the vacation rules.

ARTICLE 10. HOLIDAYS

10.01 a) Full time employees: Each regular full-time employee shall receive eight (8) hours of holiday pay computed at their then regular hourly rate or time off with pay for each of the following Holidays during the term of this Agreement.

2011	2012
New Year's Day	New Year's Day
Friday Preceding Easter	Friday Preceding Easter
Easter Day	Easter Day
Memorial Day	Memorial Day
Independence Day	Independence Day
Labor Day	Labor Day
Thanksgiving Day	Thanksgiving Day
Day before Christmas	Day before Christmas
Christmas Day	Christmas Day

b) Floating Holidays: In addition to the above listed holidays, all regular full-time employees who have been employed with the employer for six (6) months shall be granted three (3) "Floating Holidays" to be taken at the employee's discretion, subject to seniority, wherever practical and provided it does not adversely affect the operations of the Employer.

c) If a holiday for which an employee (Detectives, PSLO, Community Service Officer, Patrol Officer assigned to process and Process Server) receives time off with pay falls on a Saturday, the Friday preceding shall be celebrated as the holiday and if it falls on a Sunday, the Monday following shall be celebrated as such holiday.

10.02 Eligibility: In order to be eligible for holiday pay, an employee must have worked their scheduled work day immediately preceding and following the holiday unless their absence is excused by the Sheriff or is due to illness as established by a medical certificate satisfactory to the Employer.

10.03 In the event that a holiday falls on a regular work day within the period taken as vacation or sick leave, such holiday shall not be charged as vacation or sick leave if the time off with pay option is taken.

10.04 Probationary employees shall be entitled to holiday pay as provided above; provided however, that they have been employed for at least thirty (30) days.

10.05 Employees on unpaid leaves of absence shall not receive pay for holidays falling in such periods.

10.06 All regular part-time employees shall be entitled to holiday pay or compensatory time off as otherwise provided above on a pro-rata basis.

10.07 Employees required to work on holidays shall be compensated at one and one-half times their

straight time hourly rate for all hours worked on said holiday in addition to the above holiday allowance.

10.08 Detective classification employees shall receive time off with pay for all holidays unless required to work, in which case, they will receive eight (8) hours holiday pay in addition to the time and one-half (1 1/2) for the hours worked on the holiday.

10.09 When a holiday falls during the school weekday, the PSLO/SRO employees will do one of the following:

1) have the day off with pay, or

2) work the day in patrol and receive the appropriate rate of holiday pay.

ARTICLE 11. PAY POLICY

11.01 All employees shall be paid in accordance with Appendix A.

11.02 In the case of the promotion of any regular part-time or regular full-time employee to a classification with a higher maximum salary, such employee shall be placed into the next highest pay rate that will provide an increase in pay to the position promoted to. The employee then shall progress to the next step in pay as outlined in the wage appendix. In the event an employee is promoted on his anniversary date, he/she shall first receive any within range increase to which he/she is entitled in the lower class and then the promotional salary adjustment as noted above. In the case of a voluntary demotion of any employee to a classification with a lower maximum salary, such employee shall be placed within the new classification salary range at the starting rate or the rate within the classification corresponding to the length of service the employee had in that classification while an employee of Fond du Lac County unless the Employer and Union mutually agree to place the employee at a higher step in the salary range.

11.03 a) In the case of a part-time, on-call or temporary employee assuming a regular part-time or regular full-time position, such employee shall be paid at the hiring in rate of such classification the same as any new employee, except where otherwise specifically provided, wherein any such employee may be given credit for service toward the completion of probationary period, after which said employee shall be paid the rate applicable upon completion of said probationary period.

b) Regular part-time employees shall progress through the pay range in Exhibit A utilizing the equivalent of actual paid hours per interval but in no case in less that the specified interval (months).

c) Vacation and sick leave although earned on a pro-rata basis for regular part time employees, shall be used and paid out at the ratio of pay and hours normally scheduled for the individual employee.

11.04 Step-Up Pay: Employee performing the duties of a higher ranking employee shall receive additional compensation of fifty ($.50) cents per hour for all such hours providing that the performance of such duties is not expected as part of the job description of the employee in question.

11.05 Transportation of Prisoners: Employees who agree to accompany the Sheriff or to be the Sheriff's designee on a "Prisoner pick-up" shall be compensated for the hours of actual travel time and such hours of compensation shall not exceed eight (8) hours for any one (1) calendar day. Compensation shall be paid at the employee's straight time hourly rate. When travel is by automobile, the above maximum of eight (8) hours of compensation for any one (1) calendar day may be exceeded if there is prior agreement between the Employer and the Employee covering the conditions for such additional compensation. Employee's who transport prisoners out of county in excess of six (6) hours shall be allowed a meal allowance not to exceed ten dollars ($10.00) with receipt.

11.06 Shift Differential:

a) Day Shift: No shift differential shall be paid to employees who work the day shift (majority of hours worked between 7:00 A.M. and 3:00 P.M.)

b) Second Shift: Employees who work the second shift (majority of hours worked between 3:00 P.M. and 11:00 P.M.) shall receive additional compensation of twenty (20) cents per hour.

c) Third Shift: Employees who work the third shift (majority of hours worked between 11:00 P.M. and 7:00 A.M.) shall receive additional compensation of twenty-five (25) cents per hour.

d) The shift differential shall not apply to paid authorized leaves of absence such as sick leave, vacation, holidays and funeral leave.

e) Detectives who work the 1:00 P.M. to 9:00 P.M. shift shall receive additional compensation of twenty (20) cents per hour.

11.07 A Patrol Officer who trains an employee in the same classification for a period exceeding three (3) hours shall receive additional compensation of eighty-five cents (.85) per hour for all such hours spent in training the employee. Management, at its discretion, may select the employee to do the training.

11.08 The first day of a pay period shall be the implementation date for all changes in rates of pay scheduled between the Sunday one week prior to the start of that pay period and the Saturday six days after the start of that pay period.

11.09 Any employee whose status changes within the same classification shall retain the step of pay in effect at the time of the change and the number of hours accrued toward the advancement to the next step in the pay scale.

11.10 Paid briefing schedule: Sergeants shall be required to report ten (10) minutes early for briefing.

ARTICLE 12. WORK SCHEDULE

12.01 Normal work schedule and work day:

a) Sergeant

1) The normal schedule of work shall be 6-3, 6-3.

2) The normal work day shall be eight (8) hours per day as follows:
6:00 A.M. to 2:10 P.M. (First Shift)
2:00 P.M. to 10:10 P.M. (Second Shift)
10:00 P.M. to 6:10 A.M. (Third Shift)

b) Court Officer

1) The normal schedule of work shall be 6-3, 6-3.

2) The normal work day shall be eight (8) hours per day as follows:
8:30 a.m. to 4:30 p.m.

c) Detective

1) The normal schedule of work shall be 5-2, 5-2, and 4-3

2) The normal work day shall be 8 hours per day as follows:
8:00 A.M. to 4:00 P.M. or
1:00 P.M. to 9:00 A.M.

d) Process Server

1) The normal schedule of work shall be Monday through Friday

2) The normal work day shall be eight (8) hours per day as follows:
8:00 a.m. to 4:00 p.m.

e) Patrol Officers

1) The normal schedule of work shall be 6-3, 6-3.

2) The normal work day shall be eight (8) hours per day as follows:
7:00 A.M. to 3:00 P.M. (First Shift)
3:00 P.M. to 11:00 P.M. (Second Shift)
11:00 P.M. to 7:00 A.M. (Third Shift)

3) For early shift officers, the normal work schedule shall be eight hours per day as follows:
6:00 A.M. to 2 P.M. (First Shift)
2:00 P.M. to 10 P.M. (Second Shift)
10:00 P.M. to 6:00 A.M. (Third Shift)

4) Patrol Officer (assigned to process) shall work a normal schedule, Monday through Friday with a normal work day consisting of eight (8) hours, 7:00 AM to 3:00 PM.

f) PSLO/SRO

1) The normal schedule of work shall be 5-2, 5-2, 4-3 during the school year and 6-3 during summer patrol.

2) The normal work day shall be eight (8) hours per day from 7:30 a.m. to 3:30 p.m. during the school year and in accordance with the shift schedule in 12.01 (e) (2) depending upon the officer's assigned shift.

12.02 The shift schedules as outlined above are subject to the right of the Sheriff to change in an emergency or if the change will result in a measurable improvement in the service to the public or the operation of the Office. A change can not be made if the sole purpose of the change is to eliminate or reduce overtime.

12.03 Employees shall be entitled to a twenty (20) minute lunch period to be taken at the employee's discretion during which time the employee will be available for call in accordance with rules set by the Sheriff.

12.04 Shift Preference: The employees shall be required to pick their preference as to shifts on a seniority basis no later than October 1 for the subsequent year. The new schedule for the up-coming year will then be posted by the Sheriff's Office by November 15. The employee picking such shift shall work that shift except for emergencies, temporary vacancies, illness or injury.

12.05 Whenever any permanent shift vacancy occurs for any reason such vacant position (shift) shall be posted on the bulletin board for a period of seven (7) days. Anyone within a given classification desiring said vacant position shall sign the posting and the senior employee shall be awarded said shift. Prior to the filling of said position the Employer may assign personnel to said position consistent with the needs of the Office.

12.06 Time Exchanges

a) Purpose: To provide, in "special situations", a mechanism for employees to receive time off from scheduled work without any loss in pay.

b) Definitions:

"Time Exchange" When Employee A works the scheduled time for Employee B with Employee B in turn working a scheduled time for Employee A.

"Special Situation" An occasion or incident for which an employee desires time off but for which the employee cannot be granted time off with pay (i.e. vacation, sick leave, compensatory time off with pay, etc.)

c) Restriction:

1. Prior approval must be received from the Sheriff or designated representative.

2. Each employee shall be limited to initiating no more than seven (7) "Time Exchanges" per calendar year. Special exceptions to this provision may be granted on a case by case basis.

3. Each request for a "Time Exchange" shall include the date the employee desires off; the employee who will replace him/her on that date and the date that employee will work in place of the other employee involved in the switch.

4. Each "Time Exchange" shall be completed within the same pay period or no later than the succeeding pay period.

5. Employees shall not work two (2) consecutive eight (8) hour shifts.

6. Employees shall not work more than eight (8) consecutive days.

12.07 a) Authorization: Changes in work shifts may be made between members of the Sheriff's Office if the substitute is within the same classification of the Deputy for whom he/she is substituting providing the Shift Supervisor in charge of the affected shift(s) approves such substitution and feels such change will not have a detrimental affect upon the service provided to the community. If the Shift Supervisor refuses for any reason to allow such substitution, his/her decision shall only be subjected to review at Step 2 of the grievance procedure. Shift Supervisors will not be allowed to refuse switches arbitrarily. The Sheriff's Office shall not be liable for any overtime or extra shift differential due to an exchange of work hours.

b) Compensatory Time Transfer (OTO)

1. A Deputy Changing work shifts in accordance with the provisions mentioned immediately above may be repaid for working that shift by having transferred to his/her Compensatory Time account an amount of Compensatory Time equivalent to the hours worked for the Deputy who was originally scheduled to work, provided the requesting deputy has OTO on the books to be transferred. Such transfer shall be made from the Compensatory Time account of the officer who was originally scheduled to work the shift.

2. The transfer of Compensatory Time may be affected by completing a Compensatory Time slip giving the details of the transfer and turning that slip in the Records Office. The Compensatory Time slip must include the written approval of the Shift Supervisor in charge of the affected shift and the signatures of the Deputies involved in the transfer. Such approval must be received prior the substitution of work hours. If the shift Supervisor refused for any reason to allow such substitution and transfer, his/her decision shall only be subjected to review at Step 2 of the grievance procedure. The Sheriff's Office shall not be liable for any overtime or extra shift differential due to a substitution of work hours or transfer of Compensatory Time.

3. Compensatory Time Transfer may only be used if the employee is unable to use Vacation, Floating Holiday or Compensatory Time Off.

4. Each employee shall be limited to initiating no more then five (5) "Compensatory Time Transfer" per calendar year.

ARTICLE 13. CALL-IN AND OVERTIME

13.01 Call-In. Employees who are called in to work out of their normal schedule for reasons other than appearing in court, shall receive a minimum of two (2) hours of pay at the rate of one and one-half (1 1/2) times their straight time hourly rate in cash or compensatory time. This two (2) hour minimum shall not be paid where the hours worked are consecutive prior to or subsequent to an employee's regular schedule of hours.

13.02 Overtime:

a) Employees may be required to perform work in excess of their normal schedule of hours in which event such employees may be granted time and one-half compensatory time off for any time worked in excess of eight (8) hours in a day for any time worked on days outside of the regular work week.

b) Employees called to work out of their normal schedule on New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Day before Christmas, or Christmas Day shall receive two (2) times their straight time hourly rate for all such hours worked on those days.

Effective January 1st 2010 Memorial Day shall also be included in Section 13.02 b)

13.03 Compensatory time earned will be recorded daily and is to be taken at a time mutually agreed upon by the Employer and employee, or at the option of the employee, the Employee shall be paid for such time at one and one-half (1 1/2) times his/her straight hourly rate. Time may be accumulated up to the maximums listed below:

Maximum Allowable Number of Accrued Hrs. of Compensatory Time	Effective Date or Period
16*	January 1
72	January 1 - Last Pay Period of the Year

* Compensatory Time accrued during the previous year must be taken in time off by March 31st or the employee will be paid at one and one-half time the employee's preceding year's straight time hourly rate.

13.04 Patrol Overtime Call-In Procedure

a) Shift Overtime: (shift short)

1. The calling supervisor obtains an Overtime Call-in sheet.
2. Checks the schedule and determines who is on days off from the shift that is short.
3. Supervisor will call the officers, who normally worked the shift and are on their days off first.
4. If the overtime is not filled by an officer(s) on days off, the supervisor goes to the top of the list and begins calling.
5. The officers have the option of taking all 8 hours if they are on days off, or 4 hours if it is their work day.
6. If no one takes the overtime, the supervisor will order in the last officer he had contact with.
7. "Two Hour Rule" – Contact the shift officers who are on days off first and then if you need to continue, call from the top of the seniority list. If you are within the "Two Hour Rule" start by calling the most senior officer scheduled to work the next shift.

b) Special Duty Overtime: (House move, Guard prisoner, etc.)

1. Same procedure as above but all officers including Sergeant's. For any other

classification to work this duty would require a written agreement between the association and the Sheriff.

2. The call-in sheet is ** next to the officer's name to denote who is eligible for "special Duty Overtime Only."

c) Grant Overtime: (Mitigation, OWI, Seatbelt and Speed)

1. Starts at the top of the seniority list (same list as special duty overtime) at the beginning of the grant season.
2. For the next and subsequent months, the list starts out where the preceding month ended.
3. 8 hours are offered to each officer for the speed, mitigation and seatbelt grants combined.
4. 8 hours are offered to each officer for the OWI grant.

d) Park Patrol:

1. The scheduling is done prior to the onset of the Park Patrol season.
2. Starts at the top of the seniority list (same list as special duty overtime).
3. 8 hours are offered to each officer.
4. If extra hours remain after the list is exhausted, it goes back to the top of the seniority list and an additional 4 hours are offered.

e) Other than in exigent circumstances or court obligations; Employees shall not be permitted to work if it will result in more than sixteen (16) hours of work within a twenty-four (24) period from the start of their normal shift.

13.05 Regular part-time, part-time, temporary and deputy reserve employees shall not be scheduled to work overtime unless all regular full-time employees are working or unavailable to work.

13.06 In the event that the Fair Labor Standards Act requires changes in any current practice or operation, negotiations shall be instituted promptly to revise the agreement to bring the agreement and its intent into conformance with the Fair Labor Standards Act.

ARTICLE 14. COURT APPEARANCE

14.01 An employee required to appear in court at a time outside such employee's regular schedule of hours shall receive a minimum of two (2) hours of pay at time and one-half in cash or compensatory time regardless of the number of court appearances attended within a two (2) hour period. In the event that an officer is required to remain in court beyond two (2) hours, he/she shall receive the minimum two (2) hours plus such additional time at time and one-half (1 1/2). Travel time is not included in the accumulation of time for payment.

14.02 In the event an appearance on a case in the morning is concluded before breaking for noon break and the employee is required to appear in the afternoon on a different case the two (2) hour minimum shall apply to the afternoon case.

14.03 In the event a case starting in the morning is continued in the afternoon the employee shall be paid a minimum of one (1) hour for any part of an hour thereof.

ARTICLE 15. TRAINING

15.01 In-Service Training: Employees shall be required to attend mandatory in-service training classes as prescribed by the Sheriff. Employees required to attend mandatory in-service training classes out of their normal schedule of work shall receive compensation at a rate of one and one-half (1 1/2) times their regular rate of pay for such attendance. Employees required to attend during their normal schedule of hours shall receive straight time pay for such attendance.

15.02 Specialized Training: Employees who attend specialized out-of-county training courses shall receive only their normal pay for such time spent in training regardless of the number of hours or days the employee attends in training course. Employees will not be entitled to overtime pay or accumulation of compensatory time as a result of attending one or more of these specialized out-of-county training courses. Reimbursement of course related travel expenses shall be in accordance with the Fond du Lac County Travel Ordinance governing the reimbursement of expenses incurred in the discharge of county duties.

ARTICLE 16. INSURANCE

16.01 Hospital and Surgical Insurance

Regular full-time employees shall be covered by a Group Hospital, Surgical and Medical Insurance Plan, the benefits and coverages shall be established by the parties to this agreement.

The current basic plan which includes coverage for routine care and oral contraceptives includes an annual $1250 deductible per individual, $2500 deductible per family (in network) with additional coinsurance (90-10) based on the next $1500 (single)/$3000 (family) of covered services; an annual $1875 deductible per individual, $3750 per family (out-of-network) Fond du Lac County has contracted with a third party administrator to administrate a Health Reimbursement Arrangement to cover the difference between the high deductible plan and the deductibles and co-insurance listed below. A $50.00 co-pay for emergency room visit is applicable but is waived if an admission occurs. **SEE CHART BELOW**

		IN-NETWORK	OUT-OF-NETWORK
Deductible			
	Single	$1,250	$1,875
	Family	$2,500	$3,750
Coinsurance			
	Single	90% of $1,500	100%
	Family	90% of $3,000	100%
Out-of-Pocket Max		*Includes Deductible*	*Includes Deductible*
	Single	$1,400	$1,875
	Family	$2,800	$3,750
Health Reimbursement Arrangement (HRA)			
Deductible			
	Single	$250	$375
	Family	$500	$750
Coinsurance – Employee Share			
	Single	10% of $1,000	60% of $1,500
	Family	10% of $2,000	60% of $3,000
Out-of-Pocket Max			
	Single	$350	$975
	Family	$700	$1,950
UMR Employee Coinsurance Out-of-Pocket 90/10			
	Single	$150	N/A
	Family	$300	
Total Member Out-of-Pocket			
	Single	$500	$975
	Family	$1,000	$1,950

Said plan includes a prescription drug card which requires $10.00 co-pay for each generic prescription medication, $30.00 co-pay for each name brand prescription medication in the formulary and $45.00 co-pay for each name brand prescription medication not in the formulary. Prescription medication co-pays have an out-of-pocket cap of $350 for the Single Plan and $700 for the Family Plan and do not count toward deductible or co-payments required under the health insurance plan. Regular part-time employees as defined in Article V, Section 5.01(b) shall be eligible for the single plan only unless the regular part-time employee has two (2) or more years of continuous service with the Employer. In that case the regular part-time employee shall also be eligible for the family plan.

The Employer reserves the right to determine the insurance carrier provided that the level of benefits, coverage and administration procedures are equivalent to or better than that presently in effect. However, the Union does not waive its right to bargain for changes in benefits in the future.

The Employer will pay as its share of the total monthly premium cost up to 85% per month of the single plan and up to 85% per month of the family plan for all regular full-time employees electing coverage and enrolled under the single and family plans. Effective January 1, 2009, the Employer will pay as its share of the total monthly premium cost up to 85% per month toward the premium for each regular part-time employee covered by the single plan and up to 75% per month toward the premium for each regular part-time employee covered by the family plan. **Contributions will be reduced to 12% if employee completes a Health Risk Assessment by November of the preceding year. HRA's will be completed at no cost to the employee. Fond du Lac County will continue to offer employees who take a HRA a discounted premium on their Health Insurance.**

Under the carrier in effect January 1, 2011, the contributions are as follows:

	Total Cost	County share	Employee share	
FT/Single	722.75	636.02	86.73	12%
FT/Family	1879.31	1653.79	225.52	12%
FT/Sing no HRA	722.75	614.34	108.41	15%
FT/Family no HRA	1879.31	1597.41	281.90	15%
RPT/Single	722.75	614.34	108.41	15%
RPT/Family	1879.31	1409.48	469.83	25%

The Employer agrees to make a contribution of $3.00/pay period ($78.00/year) for employees with single health insurance coverage and a contribution of $6.00/pay period ($156.00/year) for employees with family insurance coverage.

Prescription Drug Mail Order Benefit – Eliminate 90-day supply at retail (30 day limit).

Co-pay structure $20 Generic for 90 order
$60 Brand Name for 90 day order
$90 Non-Formulary Brand for 90 day order

Savings to employee by paying for reduce co-pay by 1 month.

Specialty Pharmacy – Move high cost drugs from medical plan to drug card by care management process

Virtual Clinic – Any Fond du Lac County (plus eligible family members) may use the Virtual Clinic in North Fond du Lac with no co-pay or deductible applied. Visits are of no cost to the employee (tests and lab work do go toward co-pay and/or deductible). The Virtual Clinic will also assist employees with disease management.

Note – Virtual Clinic will sunset at the end of this contract as these rates end in December 2012.

16.02 Group Life Insurance. Group Life Insurance shall be available for all employees under the Group Life Insurance Program for Employees of Wisconsin Municipalities pursuant to the rules and regulations thereto,

and the Employer agrees to pay up to a maximum of $9.00 per month toward the premium for each employee as well as the minimum contribution required of it as an Employer under said plan.

16.03 Wisconsin Retirement Fund. For each employee who must be a participant of the Wisconsin State Retirement Plan and subject to the rules and regulations thereof, the County shall pay up to, but not to exceed $3500.00 per year of each participating protective service employee's share of his/her contribution to said plan.

16.04 Worker's Compensation Differential Pay. In the event that an employee becomes eligible for Worker's Compensation disability pay, such employee shall endorse such weekly compensation check over to the Employer and the Employer shall issue payments equal to such employee's full regular "take-home" pay in effect immediately preceding the cause of his disability for the duration of such disability but not in excess of fifteen (15) weeks of disability and pay in the aggregate. Any employee who continues to receive Worker's Compensation disability pay in excess of fifteen (15) weeks may appeal any resulting loss in take-home pay to the Finance, Taxation and Personnel Committee.

16.05 Employees shall be permitted to use their sick leave for an on-the-job injury until Worker's Compensation becomes effective; at which time any sick leave that has been used will be re-credited to their sick leave account upon reimbursement to the Employer of their appropriate Worker's Compensation pay by the employee. For worker compensation injuries of three days or less, the employer will credit the employee's sick leave account upon their return to work.

ARTICLE 17. SICK LEAVE

17.01 Eligibility for sick leave allowance shall begin after the completion of probationary period.

17.02 ONE HUNDRED TWO DAY BASE ACCOUNT - Regular full time employees shall accumulate sick leave with pay at the rate of one-half (1/2) working day for each month of service during their probationary period and at a rate of one (1) working day for each month of service thereafter accumulative up to one hundred two (102) working days, except new employees may not use sick leave during their probationary period.

17.03 ABSENCES - Sick leave credits in any given year shall not be earned for any period of absence without pay or time otherwise not worked or paid for except that for administrative purposes, any approved absence or absences totaling thirty (30) calendar days or less in a calendar year may be disregarded.

17.04 ACCRUAL REQUIRED BEFORE USE - Sick leave shall not be used until it has been accrued.

17.05 REGULAR PART TIME EMPLOYEES - Regular part time employees shall accumulate sick leave on a pro rata basis.

17.06 ELIGIBILITY FOR SICK LEAVE - An employee shall be eligible for sick leave for any period of absence from employment which is due to illness, bodily injury, pregnancy and post natal care, exposure to contagious disease, and attendance upon members of the immediate family defined as husband, wife and dependent children. The employee must attempt to make other arrangements within a reasonable time for the attendance upon members of the immediate family.

17.07 The Employer shall require a medical certificate to justify the granting of sick leave in excess of three (3) days duration. The Employer may also require any employee claiming sick leave to submit to an examination by a doctor designated by the Employer at the Employer's expense.

17.08 EFFECT OF TERMINATION OF EMPLOYMENT – Previously accumulated sick leave shall not be terminated by absence on approved leave. Termination of employment for any reason shall cancel all unused accumulated sick leave allowance except employees who retire under the Wisconsin Retirement Fund, retire due to disability, or die shall be placed in a Retirement Health Plan Account on behalf of the employee or his/her estate, 50 per cent of all accumulated sick leave effective upon contract ratification of Fond du Lac County's Board. Whenever a permanent employee is laid off due to lack of work or funds, any unused accumulated sick leave allowance shall continue in effect if he/she is rehired by any County department within two years.

Employees who are disabled while on duty and are unable to return to work or die while on duty shall be paid to the employee or his/her estate 100% of their accumulated sick leave. Fond du Lac County will continue to pay the employer share of health insurance for a period of one (1) year following the on duty death of an employee for the spouse and/or dependent children.

17.09 NOTICE REQUIRED IF UNABLE TO WORK - An employee unable to report to work due to illness or injury is required to give at least one (1) hour notice prior to the start of his work shift unless circumstances prevent him from doing so.

17.10 SICK LEAVE WHILE ON VACATION - An employee who becomes sick during the time of vacation may receive sick leave pay instead of vacation pay and time charged as vacation, if such employee:

a) Notifies the Employer on or before one (1) hour prior to such day(s) claimed as sick days of the vacation that he is sick and intends to so claim sick payment.

b) Furnishes a doctor's certificate for such claimed sick days.

17.11 At the end of each calendar year, the County shall pay each employee who has accumulated unused sick leave credits in excess of 102 days, 50 per cent of such excess over 102 days of maximum accumulation. The remaining sick days not paid out will be placed in a catastrophic leave account (up to a maximum of 6 days per year). This account would be available if the employee has a catastrophic illness and his/her sick leave balance is at zero, then that employee will be able to draw from his/her catastrophic account to cover continued illnesses.

17.12 The County of Fond du Lac will provide for conversion of the payment for accumulated sick leave listed in Section 17.08 to a credit which will be used to pay for Fond du Lac County Group Hospital and Surgical Insurance premiums for an employee and any eligible dependents after his/her retirement. When said fund is depleted, the employee may continue in the program provided he/she pays the amount of the premium.

17.13 SICK LEAVE ON HOLIDAYS - In the event that a holiday falls on a regular work day within the week or weeks taken as vacation or sick leave, such holiday shall not be charged as vacation or sick leave.

ARTICLE 18. FUNERAL LEAVE

18.01 Employees are hereby granted up to a three (3) working day leave of absence with pay in the event of the death of a member of their immediate family. Immediate family is defined as an employee's spouse, child, stepchild, parent, stepparent, brother, sister, daughter-in-law, son-in-law, grand child or spouse's parent (including parent of a deceased spouse). Employees are hereby granted two (2) working days leave of absence in the event of the death of grandparents (either employees or spouses). Employees are hereby granted one (1) working day leave of absence with pay in the event of the death of other immediate relatives. Other immediate relatives are defined as an employee's brother-in-law or sister-in-law or spouse's brother-in-law or sister-in-law.

18.02 Funeral leave pay shall be granted at the employee's regular straight time rate depending on the current normal work day but not to exceed eight (8) hours for a full day and shall be limited to the scheduled time lost within the period beginning with the day of death and ending with the day after the funeral. Employees must attend the funeral or the visitation at the funeral home to be eligible for any benefits under this Article.

18.03 Authorized unpaid leave of absence may be granted by mutual agreement with the Employer and employees for the purpose of attending to post funeral arrangements.

ARTICLE 19. LEAVES OF ABSENCES WITHOUT PAY

19.01 Military Leave. The Employer and the Association shall comply with the requirements of Federal Law with respect to the reinstatement and seniority of employees entering or returning from service in the Armed Forces of the United States.

19.02 Extended Medical Leave. An employee who exhausts his/her sick leave account and if applicable, FMLA leave entitlement and is unable to return to work due to the illness or injury shall be granted a leave of absence of sufficient duration to recover from the illness or injury but not to exceed two (2) years, but in no event to exceed the employee's length of service. Additionally such leave shall be conditional on the employee's usage of all available accrued paid leave benefits. An employee forced to take a vacation to extend a medical leave of absence will be granted an unpaid leave of absence to cover scheduled absences that would have been covered by vacation. The employee may be required to furnish periodic medical reports from a physician to justify the need for medical leave. The full cost of applicable group health and/or life insurance premiums, which come due during such leave, is the responsibility of the employee. An employee returning from an extended medical leave shall be required to furnish a physician's statement that the employee is fully able to assume all of the responsibilities of his/her position.

19.03 Other Leaves. Any employee who wishes to absent himself/herself from his/her employment for any reason other than sick leave, funeral or any other reason specifically provided for in this agreement, and who has utilized all applicable available paid leave credits must make written application for a leave of absence from the Employer. Whenever possible, all requests for leaves shall be made in writing to the Sheriff at least fifteen (15) days previous to the start thereof. The Employer shall determine whether or not justifiable reason exists for granting a leave of absence. Such request in writing shall also indicate whether the employee will pay any insurance coverage premium for which he/she is responsible during the requested period of such leave of absence, to-wit: The employee's share and the Employer's share of premiums on said insurance coverages, or whether the employee will execute a waiver and discontinue said insurance coverages. If the employee desires to continue said insurance coverage or coverages, he/she must pay the aforementioned premium (employee's share and Employer's share) in advance to the Employer prior to commencement of such leave of absence without pay.

19.04 Time off of three days or less may be granted at the employee's request upon approval from the Sheriff.

19.05 Emergency requests for leaves in excess of three (3) days under 19.03 above shall be submitted to the Sheriff and may be granted subject to approval by the Sheriff without the requirement for submission of the request in writing 15 days previous to the start of the leave.

19.06 Family and Medical Leave Acts (FMLA). Leaves requested and granted pursuant to the state and/or federal Family and Medical Leave Acts (FMLA) are without pay except in those instances where provisions of the law allow employee substitution of paid leave (i.e. sick leave, vacation, compensatory time, holiday, etc.) credits. In such instances, the state and federal FMLA leaves and all paid leaves utilized run concurrent and the FMLA leave entitlement limits are not extended.

19.07 Outside employment while on leave. An employee who is on such leave or extended medical leave who is found to be actively employed by another employer while on such leave shall be deemed to have resigned his/her position with Fond du Lac County unless such other employment clearly does not conflict with the reason for the sick leave or extended medical leave. No leaves of absence shall be granted for the purpose of seeking or trying other employment.

ARTICLE 20. GRIEVANCE PROCEDURE

20.01 Grievance. Any matter involving the interpretation, application, or enforcement of the terms of this Agreement, or a claim by an employee, employees or Association that an employee has been discriminated against or treated unfairly or arbitrarily by the Employer by any action taken in the exercise of its rights or powers, may become a grievance. Grievances must be presented in Step 1 within ten (10) working days of (1) the occurrence of the event causing the grievance; or (2) within ten (10) working days of the time that an employee reasonably should have known of the events causing the grievance or else the same shall be barred as a grievance.

Step 1. If an employee has a grievance, he/she shall first present the grievance orally to his/her immediate supervisor, or the Sheriff either alone or accompanied by the Association Steward.

Step 2. If the grievance is not settled at the first step within ten (10) days, it shall be reduced to writing

and presented to the Sheriff. If not resolved within five (5) working days, the Sheriff shall furnish the employee a reply in writing.

Step 3. If the grievance is not settled at the second step and within fourteen (14) days after the employee receives a reply in writing from the Sheriff, the grievance shall be presented to the Grievance Hearing Committee (GHC) and notice of such appeal shall be given to the Sheriff. The GHC shall be comprised of the County HR Director, the Director of Administration and an "at-large" member selected by the HR Director from a rotating list of five (5) department heads. The participating "at large" member shall not be affiliated with the grievant's department of employment. The GHC shall meet at a time when the grievant is not scheduled to work or when scheduling arrangements can be made, allowing the grievant to attend the hearing. If the grievance is not resolved within fifteen (15) calendar days either party may submit the matter to Step 4 within five (5) calendar days following the expiration of the fifteen (15 days aforesaid, or the matter will be deemed waived and finally settled. In matters where suspension or dismissal without pay or benefits are an issue, the Finance, Personnel and Economic Development Committee shall act as the GHC under S.59.26 (8)(b) Wisconsin Statutes and the rules set forth in that Section shall govern.

Step 4. Any grievance not settled in Step 3 above and timely noticed for appeal to Step 4 in writing served on the opposite party to include the Sheriff by the party appealing, shall be subject to arbitration. The parties shall request the Wisconsin Employment Relations Commission to appoint a Commissioner or member of the staff to serve as the arbitrator. The Arbitrator shall make a decision on the grievance which shall be final and binding on both parties.

TIME LIMITS: Time limits set forth above may be extended by mutual agreement in writing.

20.02 Discipline, Discharge and Suspension - No employee shall be disciplined, or discharged except for just cause. Written notice of the suspension, discipline, or discharge and the reason or reasons for the action shall be given to the employee with a copy to the Association within twenty-four (24) hours if reasonably possible. Any grievance that may result from such action shall be considered waived unless presented in writing within seven (7) calendar days of the receipt of the notice by the employee. The grievance may be started at Step 2 or Step 3.

ARTICLE 21. LIABILITY

21.01 The employees shall be protected from suit and/or liability in performance of their duties by the Employer pursuant to Section 895.46 Wisconsin Statutes.

ARTICLE 22. EDUCATIONAL CAREER DEVELOPMENT PLAN AND COMPENSATION

22.01 Any employee desiring to further his/her education by participation in a police oriented development program shall be reimbursed by the County of Fond du Lac for all costs of tuition, books and other related expenses incurred in such program. Other related expenses are defined as lab fees and cost of supplies required of all course participants. Not included in the above are incurred personal expenses such as transportation expenses, meal expenses, etc., with the exception of parking fees. The County will reimburse employees for parking fees if the employee submits paid receipts for the parking fees. In the event Federal LEAA tuition grants are available, the employee shall first seek reimbursement from the Federal Government for tuition expenses.

a) Reimbursement shall be contingent upon approval of the course study by the County and the Sheriff and upon satisfactory completion of such course (Grade of C or better)

b) The County shall pay in addition to the benefits provided for in this Agreement, the sum of five dollars ($5.00) per month for every three (3) credits or their equivalent earned and certified by any accredited institution of higher education i.e. Wisconsin State University - Oshkosh, Fond du Lac Campus, Moraine Park Technical Institute, Milwaukee Technical College, Fox Valley Technical Institute - subject to restrictions contained in this Article.

c) Such curriculum shall be certified with the Police Administration Certificate, or the Associate Degree of Police Science Technology programs to a maximum of twenty-seven (27) credits, forty-five dollars ($45.00) per month.

d) Such payments will be made on the pay period following the presentation of evidence that the employee has satisfactorily accumulated such credits.

e) Satisfactory completion of a Police Science or Administration Program shall be defined as a grade of C or above. An employee who attains credits in excess of those for which payment is authorized may accumulate such credits for payment in the future.

f) Employees who, upon successful completion of the approved Police Administration - Thirty-six (36) Credit Curriculum from Wisconsin State University - Oshkosh or any other accredited institution of higher education shall upon presentation of evidence of attainment receive a total monthly stipend of sixty dollars ($60.00).

g) Employees shall not receive credits for attending a mandatory certified police recruit school and employees hired after January 1, 1978 shall not receive credit for any course of study which the employee has successfully completed prior to being an employee of the Fond du Lac County Sheriff's Office. It is the intent of the parties that an employee not duplicate courses he/she had already taken in order to obtain credits under this article and that payment for credits be limited to courses of study which are taken for the first time while the person is an employee of the Fond du Lac County Sheriff's Office.

h) Courses in Police Science offered by other accredited institutions may be included in the foregoing program by agreement between the Employer, employee and the Association.

ARTICLE 23. NEGOTIATIONS PROCEDURE

23.01 By August 1 of any year, the Association shall give notice of its requests for changes in the Agreement or for such other requests as it may offer in negotiations in writing to the Finance, Personnel and Economic Development Committee of the County Board of Supervisors.

23.02 Negotiations shall be conducted with the Association on the requests made with the Finance, Personnel and Economic Development Committee of the County Board within its jurisdiction.

23.03 Any mutual agreement reached in negotiations shall be recommended to the membership by the Association and recommended to the County Board by the Finance, Personnel and Economic Develop Committee for approval and adoption.

ARTICLE 24. BARGAINING UNIT BUSINESS

24.01 The Association agrees to conduct its business off the job as much as possible. This Article shall not operate as to prevent a steward from the proper conduct of any grievance in accordance with the procedures outlined in this Agreement nor to prevent certain routine business such as the posting of Association notices and bulletins. When Association business is conducted during working hours, employees shall first obtain permission from their immediate supervisor.

24.02 Business agents or representatives of the Association having business with individual officers or individual members of the Association may confer with such officers or individual members during working hours for a reasonable time, provided that permission is first obtained from the Sheriff or designated representative and provided such conferences be held in a location on the premises which will not interfere with the operations of the Office or in an approved off premise location for a period not to exceed fifteen (15) minutes.

ARTICLE 25. BULLETIN BOARD

25.01 The Association is hereby granted permission to post notices, announcements and other legitimate materials on Association Bulletin Boards located on the premises subject to notification to the Sheriff or designated representative. Such material must be signed by an officer of the Association. Any other material for posting must be approved by the Sheriff or designated representative.

ARTICLE 26. ENTIRE AGREEMENT

26.01 The foregoing constitutes an entire Agreement between the parties and no verbal statement shall supersede any of its provisions.

ARTICLE 27. SEPARABILITY

27.01 Should any of the provisions of this Agreement be found to be in violation of any law, all other provisions of the Agreement shall remain in full force and effect for the duration of this Agreement and negotiations shall be instituted promptly to adjust any invalidated clause or portion thereof.

ARTICLE 28. NON-DISCRIMINATION CLAUSE

28.01 The parties of this Agreement agree that they will not discriminate against any person on the basis of race, color, religious or political beliefs or affiliations, national origin, marital or parental status, pregnancy, sex, sexual orientation, age or handicapped status.

ARTICLE 29. FAIR SHARE

29.01 The Employer agrees it will deduct from the monthly earnings of all employees in the collective bargaining unit, an amount specified by the Association, such amount being the monthly dues certified by the Association as the current amount uniformly required of all members and pay said amount to the Treasurer of the Association on or before the end of the month following the month in which such deduction was made.

29.02 Changes in the amount of dues to be deducted shall be certified by the Association 45 days before the effective date of the change.

29.03 As to new employees, such deduction shall be made from the first paycheck.

29.04 The Employer will provide the Association with a list of employees from whom such deductions are made with each monthly remittance to the Association.

29.05 It is further agreed that the Association as the exclusive representative of all employees in the Bargaining Unit, will represent all such employees, Association and non-Association, fairly and equally, and all employees in the Unit will be required to pay, as provided in this Article, their proportionate 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 made available to all employees who apply consistent with the Association Constitution and By-Laws. No employee shall be denied Association membership because of race, creed, color or sex.

29.06 It is agreed that the County shall be saved harmless in case of any legal controversy regarding the "Fair Share Agreement".

ARTICLE 30. UNIFORMS/CLOTHING ALLOWANCE AND DAMAGE TO PERSONAL PROPERTY

30.01 If the Sheriff and Public Safety and Social Services Committee require employees to wear uniforms, the uniforms shall be provided by the Employer pursuant to the rules relating thereto and as established or amended by the Public Safety and Social Services Committee from time to time.

30.02 Each employee shall be chargeable for uniforms and equipment issued to him/her and in the event of an employee's termination for whatever reason, the Employer may offset from any pay due the employee, the reasonable cost of any such items not returned to the Employer.

30.03 The Employer agrees to provide a uniform allowance in the amount of $500.00 per year for all

Detectives and for Patrol Officers whose primary duty assignment is as a School Resource Officer, or Process Server. Payment shall be in the amount of $250.00 in July for each of the above employees actively employed in the qualifying positions since the preceding January 1, and $250.00 in January for each of the above employees actively employed in the qualifying positions since the preceding July 1. Employees assigned as MEG Unit Officers shall receive one-half (1/2) of the above stated clothing allowance.

30.04 Damage to Personal Property. Employees who, in the course of their duties, suffer damage or loss of their glasses, watches, or clothing shall be reimbursed for same provided such damage is reported at the time that such damage is caused, but in no event not later than the end of the shift on which the employee is working when such event occurs, and further such claim shall be reviewed and authorized by the Sheriff before reimbursement shall be made. Any denied by the Sheriff may be subject to the grievance procedure.

ARTICLE 31. NO STRIKE, NO LOCKOUT

31.01 No Strike. The Association agrees that for the duration of this Agreement, Association Officers, representatives, or members will not authorize, assist or support any strike, work stoppage, slow down, interruption of work or interference with the operations of the Employer. In the event of any strike, work stoppage, slow down, interruption or impeding of work, the Employer shall notify the Association thereof, the Association shall give notice to the employees involved that they are in violation of this Agreement and should end such strike, work stoppage, walkout, interruption or impeding of work.

31.02 No Lockout. The Employer agrees that there shall be no lockout of any kind during the term of this Agreement.

ARTICLE 32. TERMINATION CLAUSE

32.01 **THIS AGREEMENT** shall be effective as of the 1st day of January, 2011 and shall remain in full force and effect through the 31st day of December 2012. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing on or before the 1st day of August of any year in which the Agreement is in force that it desires to modify this Agreement.

32.02 **THIS AGREEMENT** shall remain in full force and be effective during the period of negotiations, except that in the event that either party desire to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties hereto have set their hands the 3rd day of JAN, 2011.

ASSOCIATION REPRESENTATIVES

President Local 350

Edward Vander Bloomen

FOND DU LAC COUNTY (EMPLOYER)

County Executive

County Board Chair

Lisa Heberg

County Clerk

FOND DU LAC COUNTY SHERIFF'S OFFICE

Exhibit A-1
Effective 1/1/2011 (0% ATB)

Classification	Probation	Step I 6 mo	Step II 18 mo	Step III 30 mo	Step IV 42 mo	Step V 54 mo	Step VI 66 mo
Sergeant						28.93	29.52
Detective	25.53	26.03	26.55	27.03	27.52	28.41	28.99
Patrol Officer *	23.89	24.46	25.08	25.67	26.18	27.13	27.68
Process Server	22.11	22.68	23.25	23.82	24.40	24.95	25.45

Exhibit A-2
Effective 12/25/11 (2% ATB)

Classification	Probation	Step I 6 mo	Step II 18 mo	Step III 30 mo	Step IV 42 mo	Step V 54 mo	Step VI 66 mo
Sergeant						29.51	30.11
Detective	26.04	26.55	27.08	27.57	28.07	28.98	29.57
Patrol Officer *	24.37	24.95	25.58	26.18	26.70	27.67	28.23
Process Server	22.55	23.13	23.72	24.30	24.89	25.45	25.96

*includes officer assigned to process