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June 01, 2024 - May 31, 2026

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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 (WPPA/LEER) 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 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 Sworn Public Safety 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, Captains, Lieutenants, Jail Staff Sergeants, Jail Correctional Staff, Deputy Reserves, Office Coordinator, and all Non-Sworn Public Safety 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 a certified recruit academy and/or training in the FTO Program 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 the recruit academy or FTO Program.

4.02 Upon completion of the probationary period, the employee shall be granted seniority rights from the date of original hire.

4.03 Probationary employees who desire hospital and surgical insurance coverage shall be entitled to coverage the first day of the month following the date of hire in accordance with the contribution schedule in Section 16.01 of this Agreement.

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

1 to work a full normal schedule (minimum of thirty (30) hours per week).

2
3 **ARTICLE 6. SENIORITY**
4

5 6.01 The Employer agrees to the seniority principle. There shall be two (2) types of seniority as
6 follows: 1) Departmental, 2) Classification.
7

8 6.02 After completion of the probationary period an employee's seniority shall be as of the date of
9 hire as a regular full-time employee within the bargaining unit.
10

11 6.03 A seniority list shall be prepared and posted by the Employer. Such a list shall be prepared
12 in order of seniority and will show the names and dates of employment of all persons in the bargaining unit.
13 A copy of this list shall be provided to the Association and such list shall be reviewed at twelve (12) month
14 intervals.
15

16 6.04 Time spent, as a Sergeant, or detective shall also be counted as time spent as a Patrol Deputy
17 in determining seniority within a classification under the provisions of this Agreement.
18

19 6.05 Any employee covered by the Agreement who is promoted within the Office to a classification
20 not within the Bargaining Unit, shall retain the seniority that he/she had as of the date of his/her promotion
21 for a period of up to one year following the termination date in the position to which promoted unless the
22 termination was for cause. If the employee then fills a vacancy in a classification within the Bargaining Unit
23 within the one year, they shall be credited with the seniority previously accumulated within the Bargaining
24 Unit.
25

26 6.06 The employee shall not be considered terminated except upon 1) discharge for cause, 2)
27 voluntary quit, 3) failure to return upon expiration of a leave of absence to include two (2) years injured in
28 the line of duty and unable to return to full fitness for duty, 4) one (1) year of medical leave past FMLA as
29 set forth in section 19.02, 5) layoff for a period exceeding two (2) years or 6) failure within seven days after
30 sending notice to respond to recall from layoff after written notice by certified mail is sent to the employee
31 at the last address appearing on the Employee's records.
32

33 **ARTICLE 7. LAYOFF**
34

35 7.01 In laying off employees because of a reduction in forces, the employees with the least seniority
36 within a job classification shall be laid off first provided that those remaining are qualified to carry on the
37 employee's usual operation. In re-employing, those employees with the greatest length of service shall be
38 called back first, provided they are qualified to perform the available work.
39

40 7.02 In the event of a reduction in the workforce, the County agrees to notify the Association thereof
41 as soon as reasonably possible after reaching such determination. The Association and County shall meet
42 within three (3) working days after a request by the Association, if any, to discuss the impact of such
43 reduction on bargaining unit employees.
44

45 7.03 An employee(s) who is unable to retain his/her present job classification due to a reduction in
46 force may apply his/her total county seniority to bump the least senior employee, if any, within a job
47 classification which the employee has previously held or is qualified to perform by previous cross training.
48 However, any employee bumping into a job classification after the start of a calendar year will not have any
49 seniority rights within that job classification as to selection of shift, vacation, etc., during the remainder of
50 that calendar year in regard to other employees who were employed within that job classification prior to
51 the bumping procedure.
52

53 7.04 The employer shall provide a severance package to employees whose positions are
54 eliminated or at risk of elimination due to budgetary reasons or operational efficiency. The severance will
55 be equal to one month of the employee's elected employer sponsored health insurance plan for every 18
56 days of accrued sick leave. The employer agrees to pay its portion of the health insurance plan.

1 Employees that elect to retire in lieu of layoff will be offered one month of the employer sponsored health
2 insurance plan for every 6 days of accrued sick leave up to a maximum of 12 months. If the employee does
3 not currently participate in the employer sponsored health insurance, they will be compensated by a cash
4 pay-out equal to 50% of the employer's current cost of a single health plan. This option is also subject to a
5 12-month maximum for employees that elect to retire. If the employee elects the severance package and
6 is later recalled from layoff their sick leave balance will not be reinstated as the employer will have
7 considered the employee fully compensated for their accrued sick leave.

8
9 **ARTICLE 8. JOB POSTING**

10
11 8.01 The Employer shall periodically issue job postings for the various positions in the Fond du Lac
12 County Sheriff's Office. The job posting shall be emailed to all members and posted on all bulletin boards
13 for a minimum of five (5) days. The job requirements, qualifications and wage rate shall be part of the
14 posting and sufficient space provided for interested parties to sign said posting. Upon completion of the
15 posting, the Employer shall furnish the results of that posting (eligibility list) to an Association Officer.

16
17 8.02 All regular full-time employees shall be eligible to sign these periodic job postings. For job
18 postings concerning patrol deputy vacancies, outside applicants may be considered in the establishment
19 of the eligibility list. The eligibility list shall be used to fill future vacancies for a period not to exceed twelve
20 (12) months.

21 a. **General and Forensic Detectives:** shall not be allowed to laterally transfer between
22 General and Forensic. An opening in either the General or Forensic shall require an application from
23 interested employees and a testing process.

24
25 8.03 Candidates will be ranked in order of their qualifications with preference given to seniority and
26 unless a junior employee or an outside applicant has clearly superior qualifications, as determined by the
27 HR Director and/or the department head representative of the Sheriff's Office, the more senior employee
28 will be ranked higher on the eligibility list. In determining qualifications, the Employer may administer
29 applicable written and oral examination, conduct interviews, and consider other pertinent factors and skills,
30 including evaluation of the employee's work performance as an employee and the employee or applicant's
31 prior work experience.

32
33 8.04 Qualifications Disputes: If there is any difference of opinion as to the qualifications of an
34 employee the Association Committee and/or the Association Representative may take the matter up for
35 adjustment through the Grievance Procedure.

36
37 8.05 Protective Service Employee vacancies in the Fond du Lac County Sheriff's Office shall be
38 filled from these eligibility lists.

39
40 8.06 All promotions, assignments, or transfers will be for a trial period that shall not exceed six
41 months in duration. During this period an employee may return to his/her previous position at his/her choice
42 or at the request of the HR Office/Department head. To minimize disruptions in scheduling the movement
43 of personnel:

- 44
45 a) Employees who are involuntarily returned to their former classifications may be
46 assigned to different shifts from the shifts they vacated upon promotion or transfer
47 for a period not to exceed sixty (60) days. Employees who are involuntarily
48 returned to their former classifications shall retain their original seniority date within
49 that classification.
- 50 b) Employees who voluntarily choose to return to their former classifications will be
51 required to wait for a future vacancy within their desired classification before
52 returning back to their former classification.
- 53
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56

1 **ARTICLE 9. VACATIONS**

2
3 9.01 Definitions: A normal full vacation week shall be consistent with the number of consecutive
4 days in the work cycle multiplied by the number of hours in a day scheduled (e.g. 4 days on; 4 days off, 12
5 hours day, equals 48 hours for a week. 5 days on; 3 days off; 5 days on; 4 days off; 5 days on; 3 days off,
6 10-hour days equals 40 hours for a week) Vacation pay shall be at an employee's straight time hourly rate
7 in effect at the time of taking such vacation. Detectives, SRD, Deputies assigned to process, and CCGC
8 Deputies a full vacation week shall be consecutive five (5) days on Monday – Friday, and off Saturday and
9 Sundays, 8-hour days equals 40 hours for a week.

- 10
11 a) Vacation/Floating Holidays and Overtime Off days shall be requested by
12 employees prior to the 15th of the preceding month before the schedule is posted
13 and shall be granted based on seniority.
14
15 b) Any time off requested on or after the 15th may be granted on a first come first
16 serve basis by their supervisor.
17
18 c) Detectives will compete against other detectives in their own subcategories for
19 benefit time off (e.g., vacation, holiday)
20
21 d) **Lateral Hires:** Lateral hires past full-time years of law enforcement experience
22 shall be used in determining years of service for vacation placement and accrual.
23 Prior law enforcement experience does not count for seniority within the Sheriff's
24 department for picking against other deputies for vacation or any other matters
25 where seniority is used.
26

27 9.02 Vacation earned during the calendar year shall be determined on the basis of length of
28 continuous service of each employee as of December 31 of each calendar year and such vacation must be
29 taken in the calendar year following the year in which it is earned. Earned regular full-time employee shall
30 earn vacation as follows:
31

- 32 a) Employees with less than seven (7) years of service shall earn vacation at the rate
33 of eight (8) hours per month or major fraction thereof for each month of service
34 (Twelve (12) months shall equal ninety-six (96) hours of vacation).
35
36 b) Employees with more than seven (7) years of service, but less than fourteen years,
37 shall earn vacation at the rate of twelve (12) hours per month or major fraction
38 thereof for each month of service (Twelve (12) months shall equal one hundred
39 and forty-four (144) hours of vacation).
40
41 c) Employees with more than fourteen (14) years of service shall earn vacation at the
42 rate of sixteen (16) hours per month or major fraction for each month of service
43 (Twelve (12) months shall equal one hundred and ninety-two (192) hours of
44 vacation).
45
46 d) Employees with more than twenty (20) years of service shall earn eight (8)
47 additional hours of vacation annually. Total of twenty-five (25) days.
48
49 e) Employees with more than twenty-one (21) years of service shall earn sixteen (16)
50 additional hours of vacation annually. Total of twenty-six (26) days.
51

52 9.03 Preference as to time of vacations will be given in accordance with seniority wherever
53 practical and provided it does not adversely affect the operations of the Employer. Employees who select
54 their vacation preference before December 1 and have it approved by December 15 will be guaranteed at
55 least one (1) week, week as defined in 9.01 of vacation in January through April of the following year at
56 the time requested. Employees who do not select their vacation preference before December 1 may

1 select their vacation preference before March 1 and have it approved by March 15 to be guaranteed at
2 least one (1) week, week as defined in 9.01 of vacation in May through December at the time
3 requested. After these vacations have been approved, employees may request a week, week as defined
4 in 9.01 of vacation by March 22 and approved by April 1. Employees are allowed only to select two (2)
5 guarantee weeks, week as defined in 9.01 of vacation per year and may not rescind guaranteed week
6 vacations once approved unless mutually agreed to by both Sheriff and local 350 Board.

7
8 9.04 If unusual circumstances prevent an employee from taking vacation, the employee must apply
9 to and receive permission from the Sheriff for any deviation from the vacation rules.

10
11 9.05 Deputies assigned to Process or Forensic Detective will pick vacations based on seniority
12 against each other.

13
14 **ARTICLE 10. HOLIDAYS**

15
16 10.01 a) **Full-time employees:** Each regular full-time employee shall receive eight (8) hours of
17 holiday pay computed at their regular hourly rate of pay for each of the following Holidays during the term
18 of this Agreement. Employees will be required to take the pay in lieu of compensatory time options, for any
19 holiday either worked, on scheduled rest days or vacation time.

<u>2024</u>	<u>2025</u>	<u>2026</u>
New Year's Day	New Year's Day	New Year's Day
Friday Preceding Easter	Friday Preceding Easter	Friday Preceding Easter
Easter Day	Easter Day	Easter Day
Memorial Day	Memorial Day	Memorial Day
Independence Day	Independence Day	Independence Day
Labor Day	Labor Day	Labor Day
Thanksgiving Day	Thanksgiving Day	Thanksgiving Day
Day before Christmas	Day before Christmas	Day before Christmas
Christmas Day	Christmas Day	Christmas Day

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32 b) **Floating Holidays:** In addition to the above listed holidays, all regular full-time
33 employees who have been employed with the employer for three (3) months
34 shall be granted twenty-four (24) hours of "Floating Holidays" time to be taken at
35 the employee's discretion, subject to seniority, wherever practical and provided it
36 does not adversely affect the operations of the Employer.
37
38 c) If a holiday for which an employee (Detectives, SRD, Patrol Deputy assigned to
39 process, and CCGC) receives time off with pay falls on a Saturday, the Friday
40 preceding shall be celebrated as the holiday and if it falls on a Sunday, the Monday
41 following shall be celebrated as such holiday.

42
43 10.02 **Eligibility:** In order to be eligible for holiday pay, an employee must have worked their
44 scheduled workday immediately preceding and following the holiday unless their absence is excused by
45 the Sheriff or is due to illness as established by a medical certificate satisfactory to the Employer.

46
47 10.03 In the event that a holiday falls on a regular workday within the period taken as vacation or
48 sick leave, such holiday shall not be charged as vacation or sick leave if the time off with pay option is
49 taken.

50
51 10.04 Probationary employees shall be entitled to holiday pay as provided above; provided
52 however, that they have been employed for at least thirty (30) days.

53
54 10.05 Employees on unpaid leaves of absence shall not receive pay for holidays falling in such
55 periods.
56

1 10.06 All regular part-time employees shall be entitled to holiday pay or compensatory time off as
2 otherwise provided above on a pro-rata basis.

3
4 10.07 Employees required to work on holidays shall be compensated at one and one-half times
5 their straight time hourly rate for all hours worked on said holiday in addition to the above holiday allowance.
6

7 10.08 Detective classification employees shall receive time off with pay for all holidays unless
8 required to work, in which case, they will receive eight (8) hours holiday pay in addition to the time and one-
9 half (1 1/2) for the hours worked on the holiday.
10

11 10.09 When a holiday falls during the weekday, the SRD will do one of the following:

12 1) have the day off with pay, or

13
14 2) work the day in patrol and receive the appropriate rate of holiday pay.
15

16 10.10 Employees working in roles as CCGC, Civil Process and SRD, Detective or any other
17 position working Monday through Friday in the County building will celebrate the holiday in accordance
18 with the building schedule for the holiday.
19

20 **ARTICLE 11. PAY POLICY**

21 11.01 All employees shall be paid in accordance with Exhibit A.
22

23
24 11.02 In the case of the promotion of any regular full-time employee to a classification with a higher
25 maximum salary, such employee shall be placed into the next highest pay rate that will provide an increase
26 in pay to the position promoted to. The employee then shall progress to the next step in pay as outlined in
27 the wage exhibit. In the event an employee is promoted on his anniversary date, he/she shall first receive
28 any within range increase to which he/she is entitled in the lower class and then the promotional salary
29 adjustment as noted above. In the case of a voluntary demotion of any employee to a classification with a
30 lower maximum salary, such employee shall be placed within the new classification salary range at the
31 starting rate or the rate within the classification corresponding to the length of service the employee had in
32 that classification while an employee of Fond du Lac County unless the Employer and Union mutually agree
33 to place the employee at a higher step in the salary range.
34

35 11.03 Step-Up Pay: Employee performing the duties of a higher-ranking employee shall receive
36 additional compensation of fifty (\$.50) cents per hour for all such hours providing that the performance of
37 such duties is not expected as part of the job description of the employee in question.
38

39 11.04 Lateral Hire: The Sheriff shall be allowed to offer a new hire deputy with previous years of
40 experience in full time law enforcement, at an hourly rate wage nearest (rounded down) their full-time years
41 of experience based on the wage schedule Exhibit for the current year of hire.
42

43 11.05 Shift Differential:

- 44
45 a) Day Shift: No shift differential shall be paid to employees who work the day shift
46 (majority of hours worked between 7:00 A.M. and 3:00 P.M.)
47
48 b) Second Shift: Employees who work the second shift (majority of hours worked
49 between 3:00 P.M. and 11:00 P.M.) shall receive additional compensation of
50 twenty (20) cents per hour.
51
52 c) Third Shift: Employees who work the third shift (majority of hours worked between
53 11:00 P.M. and 7:00 A.M.) shall receive additional compensation of twenty-five
54 (25) cents per hour.
55 d) The shift differential shall not apply to paid authorized leaves of absence such as
56 sick leave, vacation, holidays and funeral leave.

1
2 11.06 A Patrol Deputy or Detective who trains an employee in the same classification for a period
3 exceeding three (3) hours shall receive additional compensation of two dollars (2.00) per hour for all such
4 hours spent in training the employee. Management, at its discretion, may select the employee to do the
5 training.
6

7 11.07 The first day of a pay period shall be the implementation date for all changes in rates of pay
8 scheduled between the Sunday one week prior to the start of that pay period and the Saturday six days
9 after the start of that pay period.
10

11 11.08 Any employee whose status changes within the same classification shall retain the step of
12 pay in effect at the time of the change and the number of hours accrued toward the advancement to the
13 next step in the pay scale.
14

15 **ARTICLE 12. WORK SCHEDULE**

16 12.01 Normal work schedule and workday:
17

18 a) Sergeant
19

- 20 1) The normal schedule of work shall be 6-3, 6-3.
21
22 2) The normal workday shall be eight (8) hours per day as follows:
23 6:00 A.M. to 2:10 P.M. (First Shift)
24 2:00 P.M. to 10:10 P.M. (Second Shift)
25 10:00 P.M. to 6:10 A.M. (Third Shift)
26

27 b) CCGC schedule is as follows:
28

- 29 1) The Deputies assigned to CCGC shall work a 5-2 schedule, 8-hour shift,
30 falling between the hours of 7:00 a.m. – 5:00 p.m., Monday through Friday
31 with a 30-minute paid lunch period. The CCGC posts will be available
32 each year through the posting process in accordance with Article 12, sub
33 12.04 of the Collective Bargaining Agreement. This group will also receive
34 a total of 12 holidays per year, of which several may be floating depending
35 on the building schedule, which is determined annually.
36
37 2) The County and Association agree that the flexing of work hours may
38 become necessary within the CCGC assignment. Both parties agree the
39 County may request the flexing of work hours if more than 12 hour notice
40 is given and the employee may request with a supervisor approval for
41 flexing of hours.
42
43 3) CCGC Deputies shall select vacation subject to the terms in Article 9 –
44 Vacation, and vacation requests shall be granted by seniority only
45 among the other CCGC Deputies.
46
47

48 c) Detective
49

- 50 1) There will be two subcategories of detectives:
51 a. General
52 b. Forensic
53
54 2) The normal schedule of work shall be five (5) days on Monday through
55 Friday, followed by two (2) days off Saturday and Sunday.
56

1 a. 8:00a.m. – 4:00 p.m.

2
3 d) Patrol Deputies

- 4
5 1) The normal schedule of work shall be 6-3, 6-3.
6
7 2) The normal workday shall be eight (8) hours per day as follows:
8 7:00 A.M. to 3:00 P.M. (First Shift)
9 3:00 P.M. to 11:00 P.M. (Second Shift)
10 11:00 P.M. to 7:00 A.M. (Third Shift)
11
12 3) For early shift deputies, the normal work schedule shall be eight hours per
13 day as follows:
14 6:00 A.M. to 2 P.M. (First Shift)
15 2:00 P.M. to 10 P.M. (Second Shift)
16 10:00 P.M. to 6:00 A.M. (Third Shift)
17
18 4) Patrol Deputy (assigned to process) shall work a normal schedule,
19 Monday through Friday with a normal workday consisting of eight (8)
20 hours, 7:00 AM to 3:00 PM.

21
22 e) School Resource Deputies

- 23
24 1) The normal schedule of work shall be five (5) days on Monday through
25 Friday, followed by two (2) days off Saturday and Sunday.
26
27 2) The normal workday shall be eight (8) hours per day from 7:30 a.m. to 3:30
28 p.m. during the school year, and 7:00 a.m. to 3:00 p.m. during the summer,
29 subject to temporary assignments that may include:
30 a. Patrol
31 b. City/County Government Center Assignment
32 c. Transports
33 d. Civil Process
34 e. Investigations
35 f. Community Services
36
37 3) School resource deputies shall select vacation subject to the terms in Article
38 9 – Vacations, and vacation requests shall be granted by seniority only
39 among other school resource deputies (not patrol deputies).
40

41 12.02 The shift schedules as outlined above are subject to the right of the Sheriff to change in an
42 emergency or if the change will result in a measurable improvement in the service to the public or the
43 operation of the Office. A change cannot be made if the sole purpose of the change is to eliminate or
44 reduce overtime.
45

46 12.03 Employees shall be entitled to a thirty (30) minute lunch period to be taken at the employee's
47 discretion during which time the employee will be available for call in accordance with rules set by the
48 Sheriff.
49

50 12.04 Shift Preference: The employees shall be required to pick their preference as to shifts on a
51 seniority basis no later than October 1 for the subsequent year. The new schedule for the upcoming year
52 will then be posted by the Sheriff's Office by November 15. The employee picking such shift shall work that
53 shift except for emergencies, temporary vacancies, illness, or injury. Any vacancies between October 1 and
54 January 1 will be filled by the Shift Preference sign up for the upcoming year.
55
56

1 12.05 Whenever any permanent shift vacancy occurs between January 02 – September 30 for any
2 reason such vacant position (shift) shall be posted on the bulletin board for a period of five (5) days and
3 emailed. Anyone within a given classification desiring said vacant position shall sign the posting and the
4 senior employee shall be awarded said shift. Prior to the filling of said position the Employer may assign
5 personnel to said position consistent with the needs of the Office.
6

7 12.06 Time Exchanges

8
9 a) Purpose: To provide, in "special situations," a mechanism for employees to
10 receive time off from scheduled work without any loss in pay.

11
12 b) Definitions:

13
14 "Time Exchange" When Employee A works the scheduled time for
15 Employee B with Employee B in turn working a scheduled
16 time for Employee A.

17
18 "Special Situation" An occasion or incident for which an employee desires
19 time off but for which the employee cannot be granted
20 time off with pay (i.e., vacation, sick leave, compensatory
21 time off with pay, etc.)
22

23 c) Restriction:

- 24
25 1. Prior approval must be received from the Sheriff or designated
26 representative.
27
28 2. Each employee shall be limited to initiating no more than (10) "Time
29 Exchanges" per calendar year. Special exceptions to this provision may
30 be granted on a case-by-case basis.
31
32 3. Each request for a "Time Exchange" shall include the date the employee
33 desires off; the employee who will replace him/her on that date and the
34 date that employee will work in place of the other employee involved in the
35 switch.
36
37 4. Each "Time Exchange" shall be completed no later than the succeeding
38 pay period.
39

40 12.07 a) Authorization: Changes in work shifts may be made between members of the Sheriff's
41 Office if the substitute is within the same classification of the deputy for whom he/she is
42 substituting providing the Shift Supervisor in charge of the affected shift(s) approves such
43 substitution and feels such change will not have a detrimental effect upon the service provided to
44 the community. If the shift supervisor refuses for any reason to allow such substitution, his/her
45 decision shall only be subjected to review at Step 2 of the grievance procedure. Shift supervisors
46 will not be allowed to refuse switches arbitrarily.
47

48 b) Compensatory Time Transfer (OTO)

- 49
50 1. A deputy changing work shifts in accordance with the provisions mentioned immediately
51 above may be repaid for working that shift by having transferred to his/her Compensatory
52 Time account an amount of Compensatory Time equivalent to the hours worked for the
53 deputy who was originally scheduled to work, provided the requesting deputy has OTO on
54 the books to be transferred. Such transfer shall be made from the Compensatory Time
55 account of the deputy who was originally scheduled to work the shift.
56

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 to 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 or if all available leave time is already scheduled.
4. Each employee shall have unlimited "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 pay 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 shift hours for the day and shall be granted time and one-half (1 1/2) compensatory time for all hours for the day worked in excess.
- b) Employees called to work out of their normal schedule on New Year's Day, Friday Preceding Easter, Easter, Memorial Day, Labor 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.

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 seventy-two hours (72) and is renewable upon use or payout. On the first pay period of December all compensatory time shall be paid out or scheduled to be used by December 31 to create a zero balance. All compensatory time earned between December 1 – 31, shall be paid out or used during December as no carryover shall be allowed.

13.04 Patrol Overtime Call-In Procedure

- a) Shift Overtime
 - i. Less than 24-hour notice
 - 1) The supervisor shall send a message regarding the overtime need, to members classified as Patrol Deputies and Sergeants, using a system compatible with cell phones and landlines
 - 2) Members classified as Patrol Deputies, who wish to volunteer for the overtime, shall have 15 minutes to respond to the message.
 - 3) The supervisor shall fill the overtime based on patrol seniority.

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- 4) The "Two Hour Rule"-If a Patrol Deputy is within the 2 hours of their shift, the most senior Patrol Deputy scheduled to work the next shift will be given preference first.
- 5) If no Patrol Deputy takes the overtime, the shift overtime will be offered to Sergeants that responded yes, based on Sergeant Seniority. If no Sergeant takes the overtime, the supervisor will order in the last patrol deputy they had personal contact with. In the event no one has responded at this point and there are no deputies to force, additional messages can be sent out every five minutes until someone fills the overtime. This does not prevent a supervisor from calling members from least senior membership and continue up the list from the bottom until a response is received.
- 6) It is the Employee's responsibility to notify the Sheriff's Office of any changes to their phone number or provider by submitting the change in an email to the Sheriff's Administrative Assistant.
- 7) It is the Employer's responsibility to update their system compatible with cellphones and landlines messages within five (5) days of the employee's notification of change.

- ii. More than 24-hour notice
 - 1) The Sheriff or designee sends a message at 6pm with a sixty (60) minute response time.
 - 2) Checks the schedule and determines who is on days off from the shift. If a yes response is from a Patrol Deputy on their day off, the overtime will be filled by seniority on days off first.
 - 3) If the overtime is not filled by a Patrol Deputy on days off, the supervisor goes to the top of the list and fills the overtime need based on seniority.
 - 4) The Patrol Deputies have the option of taking a full shift, if they are on days off, or half shift not to exceed a total of sixteen hours if it is their workday.
 - 5) If no one takes the overtime, the supervisor will order in the least senior Patrol Deputy that they had contact with.

NOTE: For the purpose of 13.04 (a) i, and ii, Patrol Deputies assigned to CCGC, Civil Process, Detective, and School Resource Deputy, are not assigned to a particular road shift.

- b) Special Duty Overtime (Anything that is not Shift Overtime, Grants, or Park Patrol)
 - i. Less than 24-hour notice
 - 1) Same procedure as 13.04 sub a sub i, but all deputies including Sergeant's and detectives. This shall be filled based on Sheriff Office Seniority. For any other classification to work this duty would require a written agreement between the association and the Sheriff.
 - ii. More than 24-hour notice
 - 1) Same procedure as 13.04 sub a sub ii, but all deputies including Sergeant's and detectives. This shall be filled based on Sheriff Office Seniority. For any other classification to work this duty would require a written agreement between the association and the Sheriff.

1 c) Highway Safety Grant Overtime

- 2 1) Starts at the top of the seniority list (same procedure as Special Duty Overtime ii)
- 3 at the beginning of the grant season
- 4
- 5 2) For the next and subsequent months, the list starts out where the preceding
- 6 month ended.
- 7
- 8 3) 8 hours are offered to each deputy.
- 9
- 10 4) If a supervisor, while attempting to fill highway safety grant overtime, cannot
- 11 reach a deputy in person or by phone, a voicemail message shall be left
- 12 explaining the reason for the call. The supervisor may move on to the next
- 13 deputy on the seniority list, and if/when the deputy that was unable to be reached
- 14 calls back, they shall be offered 8 hours of what is available at that time. If that
- 15 deputy is unable to select 8 hours, he/she will be called first in order of seniority
- 16 on the next round of highway safety grant overtime that is scheduled, before the
- 17 supervisor continues from where the list last ended.
- 18
- 19 5) If extra hours remain after the list is exhausted, it goes back to the top of the
- 20 seniority list and an additional 4 hours are offered.
- 21
- 22 6) Other than in exigent circumstances or court obligations, employees shall not be
- 23 permitted to work if it will result in more than sixteen (16) hours of work within a
- 24 twenty-four (24) hour period from the start of their normal shift.
- 25
- 26

27 d) Park Patrol

- 28 1) The scheduling is done prior to the onset of the Park Patrol season.
- 29
- 30 2) Starts at the top of the seniority list (same procedure as Special Duty Overtime ii) at the
- 31 beginning of the park patrol season.
- 32
- 33 3) 8 hours are offered to each deputy.
- 34
- 35 4) If extra hours remain after the list is exhausted, it goes back to the top of the seniority list
- 36 and an additional 4 hours are offered.
- 37

38 **Grants and Park Patrol will be filled under the current call-in list procedure**

39

- 40 e) Other than in exigent circumstances or court obligations, employees shall not be permitted to
- 41 work if it will result in more than sixteen (16) hours of work within a twenty-four (24) hour period
- 42 from the start of their normal shift.
- 43
- 44 f) A deputy may opt out of being contacted for highway safety grant overtime and/or park patrol
- 45 overtime by notifying their supervisor of that request in writing. They may opt back into being
- 46 contacted at any time by notifying their supervisor in writing.
- 47
- 48 g) If a deputy participates in grant and/or park patrol overtime and elects to cancel a shift, the deputy
- 49 wishing to cancel their grant or park patrol shift shall seek permission from the Sheriff or his
- 50 designee first.
- 51
- 52 i. The deputy's shift will be filled using an email from the Sheriff or Sheriff's designee
- 53 notifying members of the opening. The Sheriff or Sheriff's designee will send out an email
- 54 to the eligible Deputies of the date of the open deployment and the date and time a
- 55 response is needed to be returned. The Deputy with the most seniority that replies to the
- 56 email within 4 days of it being sent, will be granted the open shift.

- 1
2 ii. Special or exigent circumstances shall be considered for an excusal (e.g., family
3 emergency, death in the family, training that was added to the schedule after the shift
4 was picked)
5
6 iii. If cancellation is not for a special or exigent circumstance, the deputy cancelling their
7 grant/park shift will be skipped on their next opportunity to choose a grant/park shift.
8 **NOTE:** (This relates to selecting shifts only. Deputies will still be eligible to pick up a
9 cancelled shift). Once the cancelling deputy has been "skipped", they will then continue in
10 their normal seniority space.

11 **13.05 Detective Call-In:** Detectives with specialized training may be called in after normal work
12 hours based on the nature of the investigation rather than call-in by seniority.

13 **13.06** Regular part-time, part-time, temporary and deputy reserve employees shall not be
14 scheduled to work overtime unless all regular full-time employees are working or unavailable to work.

15 **13.07** In the event that the Fair Labor Standards Act requires changes in any current practice or
16 operation, negotiations shall be instituted promptly to revise the agreement to bring the agreement and its
17 intent into conformance with the Fair Labor Standards Act.

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22 **ARTICLE 14. COURT APPEARANCE**

23 **14.01** An employee required to appear in court at a time outside such employee's regular
24 schedule of hours shall receive a minimum of two (2) hours of pay at time and one-half in pay or
25 compensatory time regardless of the number of court appearances attended within a two (2) hour period.
26 In the event that a deputy is required to remain in court beyond two (2) hours, he/she shall receive the
27 minimum two (2) hours plus such additional time at time and one-half (1 1/2). Travel time is not included
28 in the accumulation of time for payment. It shall be the employee's responsibility to check the District
29 Attorney's Court Calendar after 6:00 p.m. the evening prior to a scheduled court appearance to determine
30 if the court case which requires their appearance has been canceled. If the court case is canceled as of
31 the time the employee calls, the employee shall not qualify for the minimum call-in. If the court case is
32 canceled after 6:00pm on the day prior, the employee shall receive two (2) hours of pay at time and one-
33 half in pay or compensatory time.

34
35 **14.02** In the event an appearance on a case in the morning is concluded before breaking for noon
36 break and the employee is required to appear in the afternoon on a different case the two (2) hour minimum
37 shall apply to the afternoon case.

38
39 **14.03** In the event a case starting in the morning is continued in the afternoon the employee shall
40 be paid a minimum of one (1) hour for any part of an hour thereof.

41
42 **ARTICLE 15. TRAINING**

43 **15.01 In-Service Training:** Employees shall be required to attend mandatory in-service training
44 classes as prescribed by the Sheriff. Employees required to attend mandatory in-service training classes
45 out of their normal schedule of work shall receive compensation at a rate of one and one-half (1 1/2) times
46 their regular rate of pay for such attendance. Employees required to attend during their normal schedule
47 of hours shall receive straight time pay for such attendance.

48
49 **15.02 Specialized Training:** Employees who attend specialized out-of-county training courses
50 shall be compensated at their normal rate of pay for such time spent in training as well as traveling to and
51 from the training. When training is beyond 50 miles from the Sheriff's Office, arrangements will be made
52 for the Deputy(s) for overnight stay(s). If the training is a one-day course the Deputy(s) will be
53 compensated for travel time, except if the distance would make it unsafe for the travel back to the
54 Sheriff's Office. In such a situation, arrangements will be made for an overnight stay. The Sheriff or
55
56

1 Sheriff's designee has the discretion to approve back and forth travel beyond the 50-mile radius on a
2 case-by-case basis if it is mutually beneficial to both the County and the Deputy(s).

3
4 **ARTICLE 16. INSURANCE**

5
6 **16.01 Hospital and Surgical Insurance**

7
8 All new employees electing health insurance will automatically be placed in the 18% premium contribution
9 category. However, employees will have the opportunity to earn the discounted premiums for the next
10 benefit year of 15% by completing an annual wellness check within the qualifying time frame. The total
11 premium increase will fluctuate annually based on the market.

12
13 Health Insurance 2024 contributions are as follows: (NOTE – while percentages are agreed to for 2024 -
14 2026 total premium increase will fluctuate annually based on market. The below chart only reflects 2024
15 premiums.) *New Charts with 2025 RATES incorporating only 15% and 18% premium contributions will be
16 inserted when finalized. *

17

	2024 Rate \$	Employer Share \$ 2024	Employee Share \$ 2024
FT/Single: Silver / Gold / Platinum	873.54	768.72	104.82 12%
FT/Family: Silver / Gold / Platinum	2292.63	2017.51	275.12 12%
FT/Single: Bronze	873.54	742.51	131.03 15%
FT/Family: Bronze	2292.63	1948.74	343.89 15%
FT/Single: Blue	873.54	716.30	157.24 18%
FT/Family: Blue	2292.63	1879.96	412.67 18%

18
19 **16.02 Group Life Insurance.** Group Life Insurance shall be available for all employees under the
20 Group Life Insurance Program for Employees of Wisconsin Municipalities pursuant to the rules and
21 regulations thereto, and the Employer agrees to pay up to a maximum of \$9.00 per month toward the
22 premium for each employee as well as the minimum contribution required of it as an Employer under said
23 plan.

24
25 **16.03 Wisconsin Retirement Fund.** For each employee who must be a participant of the
26 Wisconsin State Retirement Plan and subject to the rules and regulations thereof, the County shall pay up
27 to, but not to exceed \$3500.00 per year of each participating protective service employee's share of
28 his/her contribution to said plan. Effective 12/28/2020 the County will pay up to \$3000.00 per year of each
29 participating protective service employee's share of his/her contribution. Public safety employees hired
30 after July 1, 2011, must pay the general employee share of WRS.

31
32 **16.04 Worker's Compensation Differential Pay.** In the event that an employee becomes eligible for
33 Worker's Compensation disability pay, such employee shall endorse such weekly compensation check over
34 to the Employer and the Employer shall issue payments equal to such employee's full regular "take-home"
35 pay in effect immediately preceding the cause of his disability for the duration of such disability but not in
36 excess of fifteen (15) weeks of disability and pay in the aggregate. Any employee who continues to receive
37 Worker's Compensation disability pay in excess of fifteen (15) weeks may appeal any resulting loss in take-
38 home pay to the Finance, Taxation and Personnel Committee.

39
40 **16.05** Employees shall be permitted to use their sick leave for an on-the-job injury until Worker's
41 Compensation becomes effective; at which time any sick leave that has been used will be re-credited to
42 their sick leave account upon reimbursement to the Employer of their appropriate Worker's Compensation
43 pay by the employee. For worker compensation injuries of three days or less, the employer will credit the

1 employee's sick leave account upon their return to work.

2
3 **ARTICLE 17. SICK LEAVE**

4 17.01 Eligibility for sick leave allowance shall begin after the completion of probationary period.

5
6 17.02 ONE HUNDRED TWO DAY BASE ACCOUNT - Regular full-time employees shall
7 accumulate sick leave with pay at the rate of four (4) hours for each month of service during their
8 probationary period and at a rate of eight (8) hours for each month of service thereafter accumulative up to
9 eight hundred sixteen (816) hours.

10
11 a) **Lateral Hires:** Lateral hires who have three plus (3+) years of full-time law enforcement
12 experience will be granted one hundred and ninety-two (192) hours at the start of their employment. They
13 shall not accrue any additional sick leave hours until after twenty-four (24) months of employment with Fond
14 Du Lac County.

15
16 17.03 ABSENCES - Sick leave credits in any given year shall not be earned for any period of
17 absence without pay or time otherwise not worked or paid for except that for administrative purposes, any
18 approved absence or absences totaling thirty (30) calendar days or less in a calendar year may be
19 disregarded.

20
21 17.04 ACCRUAL REQUIRED BEFORE USE - Sick leave shall not be used until it has been
22 accrued.

23
24 17.05 REGULAR PART TIME EMPLOYEES - Regular part-time employees shall accumulate sick
25 leave on a pro rata basis.

26
27 17.06 ELIGIBILITY FOR SICK LEAVE - An employee shall be eligible for sick leave for any period
28 of absence from employment which is due to illness, bodily injury, pregnancy and post-natal care, exposure
29 to contagious disease, and attendance upon members of the immediate family defined as spouse and
30 dependent children. The employee must attempt to make other arrangements within a reasonable time for
31 the attendance upon members of the immediate family.

32
33 17.07 The Employer shall require a medical certificate to justify the granting of sick leave in excess
34 of three (3) days' duration. The Employer may also require any employee claiming sick leave to submit to
35 an examination by a doctor designated by the Employer at the Employer's expense.

36
37 17.08 EFFECT OF TERMINATION OF EMPLOYMENT - Previously accumulated sick leave shall
38 not be terminated by absence on approved leave. Termination of employment for any reason shall cancel
39 all unused accumulated sick leave allowance except employees who retire under the Wisconsin Retirement
40 Fund, retire due to disability, or die shall be placed in a Retirement Health Plan Account on behalf of the
41 employee or his/her estate, 50 percent of all accumulated sick leave effective upon contract ratification of
42 Fond du Lac County's Board. Whenever a permanent employee is laid off due to lack of work or funds,
43 any unused accumulated sick leave allowance shall continue in effect if he/she is rehired by any County
44 department within two years.

45
46 Employees who are disabled while on duty and are unable to return to work or die while on duty
47 shall be paid to the employee or his/her estate 100% of their accumulated sick leave. Fond du Lac County
48 will continue to pay the employer share of health insurance for a period of one (1) year following the on-
49 duty death of an employee for the spouse and/or dependent children.

50
51 17.09 NOTICE REQUIRED IF UNABLE TO WORK - An employee unable to report to work due to
52 illness or injury is required to give at least one (1) hour notice prior to the start of his work shift unless
53 circumstances prevent him from doing so.

54
55
56

1 17.10 SICK LEAVE WHILE ON VACATION - An employee who becomes sick during the time of
2 vacation may receive sick leave pay instead of vacation pay and time charged as vacation, if such
3 employee:
4

- 5 a) Notifies the Employer on or before one (1) hour prior to such day(s) claimed as
6 sick days of the vacation that he is sick and intends to so claim sick payment.
7
8 b) Furnishes a doctor's certificate for such claimed sick days.
9

10 17.11 At the end of each calendar year, the County shall pay each employee who has accumulated
11 unused sick leave credits in excess of 102 days, 60 percent of such excess over 102 days of maximum
12 accumulation. The remaining sick days not paid out will be placed in a catastrophic leave account (up to a
13 maximum of 6 days per year). This account would be available if the employee has a catastrophic illness
14 and his/her sick leave balance is at zero, then that employee will be able to draw from his/her catastrophic
15 account to cover continued illnesses.
16

17 17.12 The County of Fond du Lac will provide for conversion of the payment for accumulated sick
18 leave listed in Section 17.08 to a credit which will be used to pay for Fond du Lac County Group Hospital
19 and Surgical Insurance premiums for an employee and any eligible dependents after his/her retirement.
20 When said fund is depleted, the employee may continue in the program provided he/she pays the amount
21 of the premium.
22

23 17.13 SICK LEAVE ON HOLIDAYS - In the event that a holiday falls on a regular workday within
24 the week or weeks taken as vacation or sick leave, such holiday shall not be charged as vacation or sick
25 leave.
26

27 **ARTICLE 18. BEREAVEMENT LEAVE**

28
29 18.01 Employees are hereby granted up to twenty-four (24) hours of absence with pay in the event
30 of the death of a member of their immediate family. Immediate family is defined as an employee's spouse,
31 child, stepchild, parent, stepparent, brother, sister, daughter-in-law, son-in-law, grandchild, or spouse's
32 parent (including parent of a deceased spouse). Employees are hereby granted sixteen (16) hours leave
33 of absence with pay in the event of the death of grandparents (either employee or spouse's). Employees
34 are hereby granted eight (8) hours leave of absence with pay in the event of the death of other immediate
35 relatives. Other immediate relatives are defined as an employee's brother-in-law or sister-in-law or
36 spouse's brother-in-law or sister-in-law.
37

38 18.02 Bereavement leave pay shall be granted at the employee's regular straight time rate
39 depending on the current normal workday but not to exceed eight (8) hours for a full day.
40

41 18.03 Authorized unpaid leave of absence may be granted by mutual agreement with the Employer
42 and employees for the purpose of bereavement.
43

44 **ARTICLE 19. LEAVES OF ABSENCES WITHOUT PAY**

45
46 19.01 Military Leave. The Employer and the Association shall comply with the requirements of
47 Federal Law with respect to the reinstatement and seniority of employees entering or returning from service
48 in the Armed Forces of the United States.
49

50 19.02 Extended Medical Leave. An employee who exhausts his/her sick leave, vacation, floating
51 holiday account and if applicable, FMLA leave entitlement and is unable to return to work due to a non-
52 work-related illness or injury shall be granted an unpaid leave of absence of sufficient duration to recover
53 from the illness or injury but not to exceed one (1) year. Additionally, such leave shall be conditional on the
54 employee's usage of all available accrued paid leave benefits. The employee shall be required to provide
55 a medical certification to Human Resources within ten (10) days of a physician visit, or as requested by the
56 employer to justify the need for medical leave. The full cost of applicable group health and/or life insurance

1 premiums, which come due during such leave, is the responsibility of the employee. An employee returning
2 from extended medical leave shall be required to furnish a medical certification to Human Resources
3 certifying that the employee is fully able to assume all the responsibilities of his/her position and is fit for
4 duty.

5
6 19.03 An employee who has been compliant with providing the required medical certifications may,
7 prior to the expiration of the one (1) year unpaid leave of absence, submit a one (1) time written request,
8 accompanied with a current medical certification to the Human Resource Department for an additional leave
9 of absence not to exceed ninety (90) days, which relates to the same non-work-related illness or injury
10 event. A request shall clearly establish by medical certification that the employee shall be able to assume
11 all of the responsibilities or his/her position and be fully fit for duty within the ninety (90) day extension
12 period.

13
14 19.04 Other Leaves. Any employee who wishes to absent himself/herself from his/her employment
15 for any reason other than sick leave, bereavement, or any other reason specifically provided for in this
16 agreement, and who has utilized all applicable available paid leave credits must make written application
17 for a leave of absence from the Employer. Whenever possible, all requests for leaves shall be made in
18 writing to the Sheriff at least fifteen (15) days previous to the start thereof. The Employer shall determine
19 whether or not justifiable reason exists for granting a leave of absence. Such request in writing shall also
20 indicate whether the employee will pay any insurance coverage premium for which he/she is responsible
21 during the requested period of such leave of absence, to-wit: The employee's share and the Employer's
22 share of premiums on said insurance coverages, or whether the employee will execute a waiver and
23 discontinue said insurance coverages. If the employee desires to continue said insurance coverage or
24 coverages, he/she must pay the aforementioned premium (employee's share and Employer's share) in
25 advance to the Employer prior to commencement of such leave of absence without pay.

26
27 19.05 Time off of three days or less may be granted at the employee's request upon approval from
28 the Sheriff.

29
30 19.06 Emergency requests for leaves in excess of three (3) days under 19.04 above shall be
31 submitted to the Sheriff and may be granted subject to approval by the Sheriff without the requirement for
32 submission of the request in writing 15 days previous to the start of the leave.

33
34 19.07 Family and Medical Leave Acts (FMLA). Leaves requested and granted pursuant to the
35 state and/or federal Family and Medical Leave Acts (FMLA) are without pay except in those instances
36 where provisions of the law allow employee substitution of paid leave (i.e., sick leave, vacation,
37 compensatory time, holiday, etc.) credits. In such instances, the state and federal FMLA leaves, and all
38 paid leaves utilized run concurrent and the FMLA leave.

39
40 19.08 Outside employment while on leave. An employee who is on such leave or extended
41 medical leave who is found to be actively employed by another employer while on such leave shall be
42 deemed to have resigned his/her position with Fond du Lac County unless such other employment clearly
43 does not conflict with the reason for the sick leave or extended medical leave. No leave of absence shall
44 be granted for the purpose of seeking or trying other employment.

45 **ARTICLE 20. GRIEVANCE PROCEDURE**

46
47
48 20.01 Grievance. Any matter involving the interpretation, application, or enforcement of the terms
49 of this Agreement, or a claim by an employee, employees, or Association that an employee has been
50 discriminated against or treated unfairly or arbitrarily by the Employer by any action taken in the exercise
51 of its rights or powers, may become a grievance. Grievances must be presented in Step 1 within ten (10)
52 working days of (1) the occurrence of the event causing the grievance; or (2) within ten (10) working days
53 of the time that an employee reasonably should have known of the events causing the grievance or else
54 the same shall be barred as a grievance.

- 1 Step 1. If an employee has a grievance, they shall first present the grievance orally to their
2 immediate shift commander or accompanied by an Association representative. A shift
3 commander does not include the rank of sergeant for purposes of the grievance procedure.
4
- 5 Step 2. If the grievance is not settled at the first step within ten (10) days, it shall be reduced to
6 writing and presented to the Sheriff. If not resolved within five (5) working days, the Sheriff
7 shall furnish the employee a reply in writing.
8
- 9 Step 3. If the grievance is not settled at the second step and within fourteen (14) days after the
10 employee receives a reply in writing from the Sheriff, the grievance shall be presented to
11 the Grievance Hearing Committee (GHC) and notice of such appeal shall be given to the
12 Sheriff. The GHC shall be comprised of the County HR Director, the Director of
13 Administration and an "at-large" member selected by the HR Director from a rotating list of
14 five (5) department heads. The participating "at large" member shall not be affiliated with
15 the grievant's department of employment. The GHC shall meet at a time when the grievant
16 is not scheduled to work or when scheduling arrangements can be made, allowing the
17 grievant to attend the hearing. If the grievance is not resolved within fifteen (15) calendar
18 days either party may submit the matter to Step 4 within five (5) calendar days following
19 the expiration of the fifteen (15) days aforesaid, or the matter will be deemed waived and
20 finally settled. In matters where suspension or dismissal without pay or benefits are an
21 issue, the Finance, Personnel and Economic Development Committee shall act as the
22 GHC under S.59.26 (8)(b) Wisconsin Statutes and the rules set forth in that Section shall
23 govern.
24
- 25 Step 4. Any grievance not settled in Step 3 above and timely noticed for appeal to Step 4 in writing
26 served on the opposite party to include the Sheriff by the party appealing, shall be subject
27 to arbitration. The parties shall request the Wisconsin Employment Relations Commission
28 to appoint a Commissioner or member of the staff to serve as the arbitrator. The Arbitrator
29 shall make a decision on the grievance which shall be final and binding on both parties.
30

31 TIME LIMITS: Time limits set forth above may be extended by mutual agreement in writing.
32

33 20.02 Suspension, Demotion or Dismissal - No employee shall be disciplined, or discharged
34 except for just cause. Written notice of the suspension, demotion or dismissal and the reason or reasons
35 for the action shall be given to the employee with a copy to the Association within twenty-four (24) hours
36 if reasonably possible. Any grievance that may result from such action shall be considered waived unless
37 presented in writing within seven (7) calendar days of the receipt of the notice by the employee. The
38 grievance may be started at Step 2 or Step 3.
39

40 **ARTICLE 21. LIABILITY**

41
42 21.01 The employees shall be protected from suit and/or liability in performance of their duties by
43 the Employer pursuant to Section 895.46 Wisconsin Statutes.
44

45 **ARTICLE 22. EDUCATIONAL CAREER DEVELOPMENT PLAN AND COMPENSATION**

46
47 22.01 Any employee desiring to further his/her education by participation in a police-oriented
48 development program shall be reimbursed by the County of Fond du Lac for all costs of tuition, books and
49 other related expenses incurred in such program. Other related expenses are defined as lab fees and cost
50 of supplies required of all course participants. Not included in the above are incurred personal expenses
51 such as transportation expenses, meal expenses, etc., with the exception of parking fees. The County will
52 reimburse employees for parking fees if the employee submits paid receipts for the parking fees. In the
53 event Federal LEAA tuition grants are available, the employee shall first seek reimbursement from the
54 Federal Government for tuition expenses.
55
56

- 1 a) Reimbursement shall be contingent upon approval of the course study by the
2 County and the Sheriff and upon satisfactory completion of such course (Grade of
3 C or better) Such payments will be made on the pay period following the
4 presentation of evidence that the employee has satisfactorily accumulated such
5 credits.
6

7 **ARTICLE 23. NEGOTIATIONS PROCEDURE**

8 23.01 By January 1 of any year, the Association shall give notice of its requests for changes in the
9 Agreement or for such other requests as it may offer in negotiations in writing to the Finance, Personnel
10 and Economic Development Committee of the County Board of Supervisors.

11 23.02 Negotiations shall be conducted with the Association on the requests made to the Finance,
12 Personnel and Economic Development Committee of the County Board within its jurisdiction.

13 23.03 Any mutual agreement reached in negotiations shall be recommended to the membership
14 by the Association and recommended to the County Board by the Finance, Personnel and Economic
15 Development Committee for approval and adoption.
16
17

18 **ARTICLE 24. BARGAINING UNIT BUSINESS**

19 24.01 The Association agrees to conduct its business off the job as much as possible. This Article
20 shall not operate as to prevent Association representatives from the proper conduct of any grievance in
21 accordance with the procedures outlined in this Agreement nor to prevent certain routine business such as
22 the posting of Association notices and bulletins. When Association business is conducted during working
23 hours, employees shall first obtain permission from their immediate supervisor.
24
25

26 24.02 Business agents or representatives of the Association having business with individual
27 deputies or individual members of the Association may confer with such deputies or individual members
28 during working hours for a reasonable time, provided that permission is first obtained from the Sheriff or
29 designated representative and provided such conferences be held in a location on the premises which will
30 not interfere with the operations of the Office or in an approved off premise location for a period not to
31 exceed fifteen (15) minutes.
32

33 **ARTICLE 25. BULLETIN BOARD**

34 25.01 The Association is hereby granted permission to post notices, announcements and other
35 legitimate materials on Association Bulletin Boards located on the premises subject to notification to the
36 Sheriff or designated representative. Such material must be signed by an officer of the Association. Any
37 other material for posting must be approved by the Sheriff or designated representative.
38
39

40 **ARTICLE 26. ENTIRE AGREEMENT**

41 26.01 The foregoing constitutes an entire Agreement between the parties and no verbal statement
42 shall supersede any of its provisions.
43

44 **ARTICLE 27. SEPARABILITY**

45 27.01 Should any of the provisions of this Agreement be found to be in violation of any law, all other
46 provisions of the Agreement shall remain in full force and effect for the duration of this Agreement and
47 negotiations shall be instituted promptly to adjust any invalidated clause or portion thereof.
48
49
50
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55

1 **ARTICLE 28. NON-DISCRIMINATION CLAUSE**

2
3 28.01 The parties of this Agreement agree that they will not discriminate against any person on the
4 basis of race, color, religious or political beliefs or affiliations, national origin, marital or parental status,
5 pregnancy, sex, sexual orientation, age, or handicapped status.
6

7 **ARTICLE 29. FAIR SHARE**

8
9 29.01 The Employer agrees to deduct monthly dues in the amount certified by the WPPA/LEER
10 from the pay of employees who individually sign a dues deduction authorization form supplied by the
11 WPPA/LEER affirmatively consenting to the deduction of the dues from the employee's paycheck, including
12 any local association dues which the employee has authorized to be deducted in conjunction with the
13 WPPA/LEER dues.
14

15 29.02 The employer shall notify the WPPA of all new hires of the bargaining unit within 30 days of
16 the start date. The employer will be held harmless for any administrative error that may delay this
17 notification beyond 30 days.
18

19 29.03 The employer shall deduct the combined dues amount each month for each employee
20 requesting such deduction, upon receipt of such form and shall remit the total of such deductions, with a
21 list of employees from whom such sums have been deducted, to WPPA/LEER or Local Association if
22 applicable, in one lump sum not later than the second pay period of each month.
23

24 29.04 It shall be WPPA/LEER's responsibility to obtain authorization forms from the new employees
25 and provide them to the employer no less than 30 days prior to the date in which dues deductions are to
26 commence.
27

28 29.05 Authorization of the dues deduction by a voluntary member may be revoked upon notice in
29 writing to the Employer, WPPA or to the local association.
30

31 29.06 No employee shall be required to join the Association, but membership in the Association
32 shall be made available to all employees in the bargaining unit who apply consistent with either the WPPA
33 or local association constitution and By-Laws. No employee shall be denied membership because of race,
34 creed, color, sex or other legally protected class status.
35

36 29.07 It is expressly understood and agreed that WPPA/LEER will refund to the employer, or the
37 employee involved any dues erroneously deducted by the employer and paid to WPPA/LEER and/or the
38 local association. WPPA/LEER shall indemnify and hold the employer harmless against any claims,
39 demands, suits, judgements, or any other forms of liability against the Employer, which may arise out of the
40 Employer's compliance with this Article.
41

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

43
44 30.01 If the Sheriff and Public Safety Committee require employees to wear uniforms, the uniforms
45 shall be provided by the Employer pursuant to the rules relating thereto and as established or amended by
46 the Public Safety Committee from time to time.
47

48 30.02 Each employee shall be chargeable for uniforms and equipment issued to him/her and in the
49 event of an employee's termination for whatever reason, the Employer may offset from any pay due the
50 employee, the reasonable cost of any such items not returned to the Employer.
51

52 30.03 The Employer agrees to provide a uniform allowance of eight hundred dollars (\$800.00) per
53 year for all Detectives, and for Patrol Deputies whose primary duty assignment is as a School Resource
54 Deputy (SRD), or Deputy assigned to Civil Process, Drug Investigation Task Force (MEG Unit). Payment
55 shall be made on the first payroll in January for each of the above employees actively employed in the
56 qualifying positions.

1
2 30.04 Damage to Personal Property. Employees who, in the course of their duties, suffer damage
3 or loss of their glasses, watches, or clothing shall be reimbursed up to five (\$500.00) dollars for same
4 provided such damage is reported at the time that such damage is caused, but in no event not later than
5 the end of the shift on which the employee is working when such event occurs, and further such claim shall
6 be reviewed and authorized by the Sheriff before reimbursement shall be made. Any claim denied by the
7 Sheriff may be subject to the grievance procedure.
8

9 **ARTICLE 31. NO STRIKE, NO LOCKOUT**

10
11 31.01 No Strike. The Association agrees that for the duration of this Agreement, Association
12 Officers, representatives, or members will not authorize, assist, or support any strike, work stoppage, slow
13 down, interruption of work or interference with the operations of the Employer. In the event of any strike,
14 work stoppage, slow down, interruption or impeding of work, the Employer shall notify the Association
15 thereof, the Association shall give notice to the employees involved that they are in violation of this
16 Agreement and should end such strike, work stoppage, walkout, interruption or impeding of work.
17


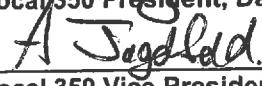


18 31.02 No Lockout. The Employer agrees that there shall be no lockout of any kind during the term
19 of this Agreement.
20

21 **ARTICLE 32. TERMINATION CLAUSE**


22
23 32.01 **THIS AGREEMENT** shall be effective as of the 1st day of June 2024 and shall remain in
24 full force and effect through the 31st day of May 2026. It shall be automatically renewed from year to year
25 thereafter unless either party shall notify the other in writing on or before the 1st day of January of any year
26 in which the Agreement is in force that it desires to modify this Agreement.
27

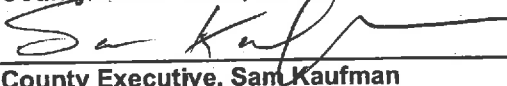
28 **IN WITNESS WHEREOF**, the parties hereto have set their hands the 10th day of
29 June 2024.
30

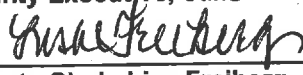
31
32 **ASSOCIATION REPRESENTATIVES**

33
34 
35 _____
36 Local 350 President, Dave Olig
37
38 
39 _____
40 Local 350 Vice President, Andy Jagdfeld
41
42 
43 _____
44 Local 350 Secretary, Ryan Murphy
45
46 
47 _____
48 WPPA Business Agent, Thomas A Schrank
49
50
51
52
53
54
55
56

FOND DU LAC COUNTY (EMPLOYER)



County Board Chair, Steven A Abel


County Executive, Sam Kaufman


County Clerk, Lisa Frelberg

