

**AGREEMENT
BETWEEN**

COUNTY OF WALWORTH

and

WALWORTH COUNTY DEPUTY SHERIFFS ASSOCIATION

For the Period January 1, 2019 through December 31, 2021

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AGREEMENT

Walworth County, hereinafter referred to as the “County,” and the Walworth County Deputy Sheriffs Association, hereinafter referred to as the “Association” or “Union,” agree as follows:

ARTICLE I – RECOGNITION AND DUES DEDUCTION

- 1.01 Recognition. Walworth County recognizes the Association as the sole and exclusive bargaining representative for all regular Public Safety Employees in the Sheriff’s Office, Walworth County, Wisconsin (hereinafter “employees”), excluding the Sheriff, Undersheriff, Captain, Lieutenant and all other employees.
- 1.02 Representation of All Employees. The Union, as the exclusive representative of all the employees in the bargaining unit, shall represent all such employees, both union and non-union, fairly and equally.
- 1.03 Union Membership. No employee shall be required to join the Union, but membership in the Union shall be made available to all employees who apply, consistent with the Constitution and By-laws of the Union. No employee shall be denied union membership on the basis of race, creed, color, sex or national origin.
- 1.04 Check-off. The County shall deduct from the first paycheck of each month an amount, certified by the Treasurer of the Deputy Sheriffs Association as the uniform dues required of all Union members, from the pay of each employee who is a member of the Association and has provided the County with a signed authorization form for the withholding of Association dues. With respect to newly hired employees, such deduction will commence on the month following the completion of the twelve (12) month probationary period.
- The aggregate amount so deducted will be direct deposited into the Deputy Sheriffs Association’s designated account. An itemized list of the employees from whom such deductions are made shall be forwarded to the Treasurer of the Deputy Sheriffs Association within ten (10) days of the date of such deductions. Any changes in the amount to be deducted shall be certified to the County by the Treasurer of the Deputy Sheriffs Association at least thirty (30) days prior to the effective date of such change.
- 1.05 County Indemnity. The Union shall indemnify and save the County harmless against any and all claims, suits, orders or judgments brought or issued against the County as a result of any action taken by the County at the request of the Union pursuant to this Article.

ARTICLE II – NON-DISCRIMINATION

- 2.01 **Union Employee.** Neither party to this Agreement, nor its representatives, will discriminate against or interfere with any employee on account of membership or non-membership in any labor organization.
- 2.02 **No Discrimination.** The parties hereto agree that employment decisions and the application of this agreement shall not violate the Wisconsin Fair Employment Law, section 111.31 - 111.395, Wisconsin Statutes. An alleged violation of this Section 2.02 may be grieved to Step 3 of the grievance procedure in Section 15.02 of this Agreement. However, a grievance may not be pursued to Step 4 (Arbitration) in Section 15.02.
- 2.03 **Gender.** Whenever the male gender is used in this Agreement, it shall apply equally to the female gender.

ARTICLE III – MANAGEMENT RIGHTS

- 3.01 **In General.** The management of the County and the direction of the employees in the bargaining unit, including, but not limited to, the right to hire, the right to assign employees to jobs and equipment in accordance with the provisions of this Agreement, the right to assign overtime work, the right to schedule work, and the right to relieve employees from duty because of lack of work or for other legitimate reasons, except as otherwise provided in this Agreement shall be vested exclusively in the County.
- 3.02 **Change in Methods or Equipment.** In the event of change of equipment or methods of operation, the County shall have the right to reduce the working force subject to this Agreement, and in the sole judgment of the County, such reduction in the work force is required.

Nothing in the Agreement shall be construed to restrict the right of the County to adopt, or install, or operate new or improved equipment or methods of operation. After a new job is added or an existing job changed, the reasonableness of the new job duties and wage rates shall be subject to the grievance procedure.

- 3.03 **Public Health and Safety.** Nothing in this Agreement shall be construed to limit the discretion of the County with regard to matters affecting the public health, safety or general welfare except as specifically set forth in this Labor Agreement.
- 3.04 **Work Rules.** The Association recognizes the right of the County to establish reasonable work rules. When a work rule is enforced, its reasonableness shall be subject to the grievance procedure.
- 3.05 **Subcontracting.** The Association recognizes that the County has statutory and charter rights and obligations in contracting for matters relating to some municipal operations.

The right of contracting or subcontracting is vested exclusively in the County except that no employee shall be laid off as the result of such action.

ARTICLE IV – SENIORITY

- 4.01 Seniority Defined. Seniority is the period of uninterrupted employment beginning with the latest date of hire. Employees hired on the same date shall have seniority determined based upon their rank on the eligibility list (i.e. a hire ranked #3 would have seniority over a hire ranked #7 on the eligibility list).
- 4.02 Number of Sworn Employees. The Board of Supervisors shall fix the number of sworn employees to be appointed and the salaries to be paid, but the number of sworn employees shall not be less than required by § 59.26 (1), 97-98 Wis. Stats.
- 4.03 Layoff and Recall. In the event the decision is made to reduce personnel in the Sheriff's Office, the employee with the least seniority shall be laid off first and recall shall be in reverse order, provided the employee meets the physical requirements of the Department.
- 4.04 Choice of Shifts. Employees with more than three (3) years of service may choose their shifts by seniority within a division/work unit once per year. In determining seniority within a division/work unit, seniority shall begin when the employee is first assigned or re-assigned to a particular division/work unit. For the purposes of this Section, the following divisions/work units are recognized: Court Security, Drug Unit, Detectives, Process Service, Patrol, Sergeants and Canine Handlers.

Seniority in the Patrol Division/Work Unit continues to accrue throughout all years of employment, regardless of the division/work unit to which the employee is assigned. For example, an employee assigned to Court Security accrues seniority in the Court Security Division/Work Unit and in the Patrol Division/Work Unit.

- 4.05 Loss of Seniority. Seniority shall be forfeited and employment terminated for the following reasons:
 - A. Employee retires.
 - B. Employee resigns.
 - C. Employee is discharged and such discharge is not reversed.
 - D. Employee is laid off and not recalled for a period of two (2) years.
 - E. Employee does not return from a leave of absence on date specified.
 - F. Employee fails to notify Department for forty-eight (48) hours in case of absence without prior approval.
- 4.06 Return From Out of Unit. Any employee who promotes out of the bargaining unit to another position under the Deputy Sheriff civil service system and who subsequently transfers back to a vacant position in the bargaining unit shall be given division seniority

and bargaining unit seniority credits equal to the division seniority and bargaining unit seniority credits attained in each category at the time of promotion out of the bargaining unit.

ARTICLE V – PROBATIONARY EMPLOYEES

- 5.01 **Probationary Period.** An employee shall be probationary for twelve (12) months of employment from the date the employee begins field training, unless such period is extended for not more than an additional twelve (12) months. Upon completion of such probationary period, he/she shall be entered on the seniority list as of the date of hire. Probationary employees shall have no seniority rights.
- A. **Probationary Period Upon Promotion.** An employee promoted to Detective or Sergeant shall be on probation for six (6) months, from the first day served in the new position. This period may be extended for not more than an additional six (6) months. During this period, an employee who does not successfully complete probation will be returned to their previous position, if available, or if not available to a patrol position. When the county determines that a position of previous rank becomes available, the employee shall be returned to that rank. Demotion during the probationary period shall be subject to the grievance procedure under an arbitrary and capricious standard.
- 5.02 **Termination.** Probationary employees may be terminated at any time at the sole discretion of the County. Discharges during probationary period shall not be subject to the grievance procedure.
- 5.03 **Mandatory Residence.** All employees shall reside within the State of Wisconsin and within Walworth County, or the contiguous counties of Rock, Jefferson, Waukesha, Racine or Kenosha. If at any time an employee should cease to reside in this residency area, he/she shall be deemed to have resigned from employment.

ARTICLE VI – HOURS OF WORK

- 6.01 **Tour of Duty.**
- A. **Work Day.** The regular hours that an employee is scheduled to work each day varies from 8.0 hours to 8.5 hours. An employee regularly assigned to work a 5-2 rotation (40 hours per week average) shall work an 8-hour day. An employee regularly assigned to work a 5-2/5-3 rotation and classified as “deputy sheriff” shall work an 8.25-hour day (38.6 hours per week average). An employee regularly assigned to work a 5-2/5-3 rotation and classified as “sergeant” shall work an 8.5-hour day (39.8 hours per week average). However, sergeants

attending training or schools will work 8.25 hours and be compensated for 8.25 hours.

- B. Unscheduled duty. All employees are subject to duty for time spent in court, time spent handling emergency situations, and time spent working after a shift to complete an assignment. All time spent in such activities is compensable.
 - C. Substitution for other employees. Time spent by an employee substituting for other employees by mutual agreement under section 6.06 is not compensable.
 - D. Use of accrued benefits. An employee absent from work is required to use accrued benefits (vacation, sick leave, holiday bank, or compensatory time bank) to maintain his/her full pay. An employee absent from a full 8.25-hour or 8.5-hour day is required to use 8.25 hours or 8.5 hours, respectively, of accrued benefits to maintain full pay. However, an employee may elect to use 8 hours of accrued benefits and take the remainder of the shift as time without pay.
- 6.02 Emergencies. In cases of extreme emergency, all employees may be subject to twenty-four (24) hours of continuous duty. An emergency shall be defined as an active, ongoing event that requires an immediate sworn response.
- 6.03 Change in Shifts. An employee's normal shift assignment shall be subject to section 4.04. On an exception basis, an employee's regular shift may be temporarily switched for emergencies, training or advance-scheduled meetings.
- 6.04 Request for Time Off. Whenever an employee requests time off for any reason, the following shall apply:
- A. For purposes of each division master schedule, no vacation time or compensatory time shall be authorized unless first signed and approved by the Captain of the division or their designated supervisor.
 - B. Any Employee who is scheduled to be off duty shall be subject to be called-in to work overtime in time of emergency or need, and such work shall be offered in accordance with section 7.05 of this Agreement.
 - C. Every effort shall be made by command staff to schedule personnel on a continuous schedule throughout the year. Variations from such scheduling may be grieved, in which event command staff shall give the reasons for such variation in writing at the first step of the grievance procedure.
 - D. The Sheriff or designee shall be the sole judge in determining when additional manpower is required.

- 6.05 Change in Days Off. Whenever an employee wishes to change his day or days off, he/she shall first obtain the agreement of the employee whose day or days off would be affected prior to submission of his change request to the administration.
- 6.06 Substitution for Other Employees. The Sheriff may authorize substitution, subject to compliance with the FLSA (29 CFR 553.31). Management must know what work is being done, by whom it is being done, and where and when it is being done. The decision of the employee choosing to substitute for another employee must be made freely and without coercion from the employer and without any promise of reward by the employer. The hours worked by the employee choosing to substitute are not compensable, but the employee for whom the work was substituted shall receive his or her regular pay.
- 6.07 Training.
- A. The employer recognizes the importance of employee training and development. The employer will, as funds permit, make training available to all employees. Training will be scheduled, whenever possible, during the employees regular work schedule which may require a switch in shift times.
 - B. All employees must complete training required by law for certification as a law enforcement officer. The county shall provide a list of all potential mandatory training by June 1st of each year. Training completed each training-and-standards year shall be credited to the employee's annual training-for-certification requirement, as approved by management. Hours spent in training-for-certification outside of the employees regular work schedule shall be paid at straight time or straight-time compensatory time regardless of other hours worked during that day.
 - C. When an employee is approved or required to attend training outside of the County, time in training inclusive of meal periods shall be included as hours worked and any hours in excess of the employee's regular length of shift shall be paid at time and one-half. If training covers only part of the shift on the employee's regularly scheduled workday, the employee is required to return to duty, unless excused by command staff, because return to work would be for only de minimus time. Travel time that extends the employee's work day beyond the employee's regular length of shift (excluding normal home to work and work to home commute time) shall be paid at time and one-half.
 - D. After completion of the training-for-certification requirement, any additional training assigned during regular working hours shall be paid as part of the employee's salary payment.
 - E. After completion of the training-for-certification requirement, any additional time spent in training approved or required by the County and in excess of the

employee's regular length of shift, or falling on a day that the employee would not be regularly scheduled to work, is hours worked and subject to overtime pay.

ARTICLE VII – OVERTIME

- 7.01 **Overtime for Hours in Excess of Regular Schedule.** Except as otherwise provided by the terms of this Agreement, time spent in the performance of duties in excess of the employee's regular schedule (pursuant to section 6.01 (A)) shall be paid at one and one-half times the employee's regular hourly rate.
- 7.02 **Compensatory Time Option.** Effective January 1, 2014, the combined banks of holiday and compensatory time will be divided into two separate banks. On or before June 1, 2014, an employee may bank up to a maximum of 80 hours of compensatory time in lieu of overtime with no carryover from year to year. All accrued compensatory time off shall automatically be paid out to the employee on the employee's last pay check of that calendar year. Employees shall schedule compensatory time off in accordance with the present scheduling practices in effect in the department which may restrict the number of employees that management will approve to be off at any one time.
- 7.03 **Overtime for Extension of Shift.** An employee called to report to work early (less than two hours before the beginning of his or her shift) or who is required to work after the end of the shift to complete an assignment, and who works his or her full regular shift shall be paid overtime for the actual amount of excess time worked before- and/or after-shift.
- 7.04 **Time Spent in Court.** An employee required to appear in court outside of his or her regular schedule shall receive a minimum of two hours of overtime pay, except when the court time falls immediately before or immediately after the employee's regular shift. A minimum of 24 hours' notice of cancellation must be provided to the employee to avoid paying the court pay. The employee may be required to work the full two hours. The employee is required to remit any witness fees to the County.
- 7.05 **Call-in From Off-Duty for Overtime Work.** Employees called-in on overtime from off-duty status shall receive a minimum of two (2) hours overtime. A minimum of 24 hours' notice of cancellation must be provided to the employee to avoid paying the call-in pay. The employee may be required to work the full two hours. Call-in of an employee from off-duty status for an overtime assignment shall be subject to the following provisions.

In those instances where an employee has called in sick, or taken sick, for reason of their health, or that of their family, the Department will have no obligation to contact them during the actual period of their shift in the event of a call-in of employees for that shift. Call-ins that occur outside the employee's normal shift hours will be treated in the normal manner.

- A. “Division/Work Unit” for Overtime. For purposes of certain overtime assignments under this Section, overtime assignments shall be applied within division/work unit. "Division/Work Unit" shall include the following: Court Security, Drug Unit, Patrol/Patrol Sergeants, Detective and Process Service.
- B. Order of Call-in for Certain Overtime. Except as provided in (C), (D), (E), (F) or (G) below, this paragraph shall determine the order for selection of employees for overtime. Any employee off duty shall be subject to call-in overtime work in time of need. Employees qualified to perform the overtime work shall be called-in to work in the following order: (1) by greatest seniority within the same shift in the division/work unit; (2) by greatest seniority within the division/work unit, regardless of shift; (3) the greatest seniority within the bargaining unit, regardless of shift or division/work unit. In the event that insufficient numbers of employees are available for overtime work assignments, the least senior employee, on the affected shift, qualified to perform the work shall be required and obligated to perform such work.
- C. Call-in of Employees With Special Skills. Employees may be called-in for overtime based on special skills and without regard to shift or division/work unit. The Sheriff or designee shall determine the special skill needed to complete the assignment. Documentation that the employee has satisfactorily completed requisite training or certification in the special skill shall be maintained in the employee's personnel file.
- D. Call-in of Special Teams. All special teams shall be created by the Sheriff and shall function in accordance with a written department policy approved by the Sheriff. A special team includes, but is not limited to, Crash Investigation Unit, SWAT and Dive Team. The Sheriff (or his/her designee) shall determine when a special team is needed. Members of a special team shall be called-in as directed in the policy. This subsection shall also apply to scheduled team meetings. Two hour minimum overtime pay shall apply.
- E. Call-in for Emergencies. The Sheriff or designee shall declare when an emergency exists and may order off-duty employees within the division(s) needed to report for duty. Seniority shall not apply.
- F. Call-in for Extension of Shift. When management determines during the last four hours of a shift that a call-in is required, the most senior employee scheduled to work the next shift shall be offered the overtime and section 7.05 shall not apply. When management determines during the first four hours of a shift that a call-in is required, the most senior off-duty employee normally scheduled on that shift shall be offered the overtime.
- G. Call in for Case. Nothing in this Article shall prevent management from calling in an employee involved in an on-going case, where the call in is related to the on-going case.

- 7.06 Hours Worked. Paid absences for vacation, sick leave and holidays shall be considered hours worked for purposes of computing contractual overtime pay.
- 7.07 Voluntary Overtime for Certain Duties. Voluntary overtime is overtime known more than three days in advance, excluding Saturdays, Sundays and holidays, that is related to: Alpine Valley Music Theatre, DNR activities (ATV, snowmobile and water patrol as reimbursed by the State of Wisconsin Department of Natural Resources) and grants (where the grant does not specify the division performing the work.) Overtime for these activities shall be determined by posting on the overtime board in the Patrol briefing Room and shall be subject to any restrictions stated in the contract or grant. Any qualified employee meeting the stated restrictions may sign up; however, the available positions shall be filled by the employee(s) on the sign up list with the greatest seniority within the bargaining unit. The parties agree to meet and confer during the term of this agreement regarding application of this section, and no agreement concerning overtime that is mutually reached by the parties shall be barred by the application of Article XXII of this Agreement.
- 7.08 Voluntary Overtime for Traffic Grants. Traffic grants are voluntary overtime opportunities provided to the Sheriff's Office by the State Department of Transportation, Bureau of Traffic Safety. Sign-ups are open to any employee who meets any of the criteria stated in the Grant. Positions will be filled by greatest seniority of those who sign up, regardless of shift or division. Sign-ups for deployments will be posted in advance; and are considered closed to sign ups 72 (seventy-two) hours prior to the start of the deployment. Traffic grants are subject to mandated State and Federal performance benchmarks and employees are expected to meet these expectations. An employee failing to meet the performance benchmarks set forth by the provider of the grant will receive one warning. An employee failing to meet the benchmarks a second time will be excluded from all further voluntary traffic grant opportunities for the balance of the traffic grant year. Any overtime received from traffic grant overtime shall only be paid as overtime, and will not be available for deposit into the employee's compensatory time bank.

ARTICLE VIII – HOLIDAYS

- 8.01 Number of Holidays. The paid holidays for employees, including probationary employees, are: New Year's Day, Memorial Day, the Friday immediately preceding Easter Sunday, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, and the last normally scheduled workday preceding Christmas Day, and the last normally scheduled workday preceding New Year's Day.
- 8.02 Sunday and Saturday Holidays. All holidays shall be observed on the traditional holiday, with the exception of Court Security. For employees in Court Security, if the holiday falls on a Saturday, the paid holiday shall be observed on the preceding Friday. If the holiday falls on a Sunday, the following Monday shall be considered the paid holiday.

8.03 Layoff and Leaves of Absence. Employees on layoff or on leave of absence shall not receive the holiday pay provided for in this Article except for leaves of absence which would entitle such employee to paid leave on the scheduled workdays before and after the holiday as provided in the Agreement.

8.04 Holiday Pay.

A. The employee shall, in addition to the regular pay for the time worked, bank eight (8) hours at the rate of one and one half (1 ½) times the regular hourly rate for the time worked on a holiday only under the following circumstances:

1. Working an assigned shift
2. Called-in from off-duty
3. Alpine Valley Music Theatre

B. On or before June 1, 2014, an employee may bank up to a maximum of 120 hours of holiday pay, which may be carried over from year to year. An employee may request to have some or all of these hours paid out at any time.

C. Anything over eight (8) hours worked does not get additional holiday banked on it, and the employee may elect to be paid for the holiday, except as provided in Section 8.04(D) below. An employee not working on a holiday, or an employee working voluntary overtime for reasons other than set forth above, shall bank eight (8) hours of pay for each holiday, except as provided in Section 8.04(D) below.

D. For employees whose regular length of shift exceeds eight hours, holiday pay shall accrue based on the employee's regularly scheduled hours effective January 1, 2015.

8.05 Substitution of Compensatory Time of a Scheduled Holiday. Employees may choose to take compensatory time off on a scheduled holiday, with prior approval from their supervisor and in conjunction with normal request for time off procedures. If approved, the time will be deducted from their compensatory time bank and hours equal to their scheduled day will be credited to their holiday bank. For those employees assigned to Court Security, for purposes of holiday under Section 8.02, the employee may choose to substitute compensatory time off for holiday off.

ARTICLE IX – WAGES

9.01 Wage Rates.

- A. The County will pay the rates set forth in the Classification and Rate Schedules “A,” “B” and “C” attached hereto and made a part hereof.. The County agrees to pay each employee on a biweekly salary basis. The biweekly salary for an employee on a 5-2 schedule is equal to the base hourly rate times 80 hours. The biweekly salary for an employee on a 5-2/5-3 schedule and 8.25 hour workday is equal to the base hourly rate times 77.2 hours. The biweekly salary for an employee on a 5-2/5-3 schedule and 8.5 hour workday is equal to the base hourly rate times 79.6 hours. The base hourly rates shall be in accordance with the Classification and Rate Schedules. It is agreed that the basic rate for computing overtime pay is equal to the base hourly rate plus any longevity rate plus any shift differential.
- B. The County may pay over the starting rate for any new hires, based on their prior law enforcement experience and pay rate. If the new hire’s hourly rate at his/her prior sworn law enforcement position was higher than the starting hourly rate, the new hire may be placed on the rate schedule at the step equal to or immediately higher than the hourly rate paid by the prior employer. The new hire will then be moved forward from that rate until he or she reaches the 4 year rate.
- 9.02 Longevity Pay. The County agrees to pay a longevity pay premium to each regular employee. The premium shall be paid starting with each employee’s second year of employment, in an amount equal to one cent (\$0.01) per hour for each year of employment. Example: An employee with five (5) years of service would receive five cents (\$0.05) added to the hourly rate.
- 9.03 Pay Period. Employees shall be paid on a bi-weekly pay period schedule, and payroll advices shall be distributed every other Friday within five (5) (Courthouse) working days of the end of the pay period in which said wages were earned. The method of distribution of a paycheck advice shall be via a secure E-mail on or before the date printed on the advice to the E-mail account designated by the employee. Under adverse circumstances, the Deputy County Administrator-Finance may temporarily authorize delivery of payroll advices by another means as long as delivery to the employee is by the date printed on the payroll advice. The E-mail designation shall be identified on a form provided by Human Resources, and this form shall be kept in the employee’s payroll/benefits file. It is the employee’s responsibility to notify the Human Resources department of changes to their e-mail address. All pay will be made by direct deposit into an employee’s designated account. Information shall be provided which clearly states overtime earnings, holiday pay, shift differential, educational incentive compensation, itemized deductions and other deviations from base rate of pay.
- 9.04 Shift Differential. The County shall pay a shift differential of twenty cents (\$0.20) per hour for all employees assigned to a second or third shift. First shift is the shift that begins first on any given day. It is agreed that the shift differential is part of the employee’s regular rate of pay and will be paid at all times except as otherwise provided herein. When a second or third shift employee is reassigned to first shift for four (4) consecutive shifts or more the shift premium shall not apply. When any first shift

employee is reassigned to a second or third shift for four (4) consecutive shifts or more, the shift differential shall apply.

9.05 Assignment to a Higher Position. Employees assigned to a higher position within the bargaining unit will receive the full pay for the higher position, provided they work at least one hour in the higher position. Employees assigned to a higher position outside the bargaining unit will receive an additional \$2.00 per hour worked in the higher position provided that they work at least one hour in the higher position. No employee assigned to a higher position outside of the bargaining unit shall be required to administer discipline to a member of this Association. In making the assignment, management shall take into consideration the employee's workload.

(A) A patrol division employee who is "in charge" will receive 8.25 hours of pay at the appropriate higher rate. If the employee works the .25 hours prior to the start of the shift, they may choose to receive the .25 hours either as compensatory straight-time banked, or at the appropriate higher rate.

9.06 Field Training Officer Stipend. A Field Training Officer shall receive an additional \$2.75 per hour for all hours worked (including overtime hours) but only when performing assigned duties with a trainee.

9.07 Payment in Lieu of Retiree Health Insurance. The County shall make a one time life-time contribution of \$3,000.00 to a post employment health plan account established for each employee hired during the duration of this Agreement immediately following completion of the new employee's probationary period.

9.08 Pay for Process Assignment. After January 1, 2005, the Process Specialist position shall be removed from the Civil Service as a promotional opportunity and assigned by the Sheriff as a rotation in the Civil Process Division. The preceding sentence shall not apply to any employee in the Process Specialist position prior to January 1, 2005. The parties agree that the hours worked in this assignment shall normally be as set forth in Article 6.01. While on this assignment, the employee shall be paid at the hourly rate shown for the Detective-Process in Wage Schedules A, B and C.

ARTICLE X – VACATIONS

10.01 Earned Vacation.

<u>Anniversary Years of Service</u>	<u>Earned*</u>	<u>Estimated**</u>	<u>Maximum</u>
	<u>Biweekly</u>	<u>Yearly</u>	<u>Accrual Limit</u>
Upon hire	3.080 hours	80.080 hours	160 hours
On the day of your 4 th anniversary	4.624 hours	120.224 hours	200 hours
On the day of your 9 th anniversary	6.160 hours	160.160 hours	240 hours
On the day of your 19 th anniversary	7.704 hours	200.304 hours	280 hours

(*) Amount earned biweekly based on service hours of assigned position (i.e. 77.2 for patrol, 76.5 for sergeants, etc): prorated for less than full service hours of assigned position, providing that an employee is considered to have full service hours if paid for all regular scheduled days in the pay period.

(**) Based on 26 paychecks per year. In a year of 27 paychecks, this amount will increase accordingly.

Employees shall earn vacation hour credits based on service hours paid in each pay period. The accrual rate shall change based on the employee's anniversary date. If the "Maximum Accrual Limit" is reached, the employee shall not earn any additional vacation, but prior earned vacation shall not be lost. Once the employee's vacation balance falls below the "Maximum Accrual Limit," vacation credits shall again be earned.

A new employee may not use vacation until completion of the first anniversary year. After one year of service all earned vacation from the prior and current anniversary year shall be available for use subject to section 10.02.

10.02 Vacation Scheduling. An employee who is eligible for vacation may take his vacation at such time and times as may be agreed upon between him and his department head. Vacation preferences shall be selected on the basis of seniority, within the shift, except no employee shall take more than two (2) weeks during the months of June, July or August until all employees desiring vacation during this period have had the opportunity to take two (2) weeks' vacation during said months. Employees may take one (1) day of vacation at a time upon approval of the Sheriff.

10.03 Severance Pay. Upon termination, unless an election to convert to health insurance credits has been made pursuant to section 13.03, an employee who has completed at least one anniversary year of service shall be paid all unused vacation hours, including current calendar year vacation hours accrued to the last day worked, in a lump sum in lieu of paid vacation time off from work.

ARTICLE XI – SICK LEAVE

11.01 Earned Sick Leave.

<u>Earned Biweekly</u>	<u>Estimated** Earned Yearly</u>	<u>Maximum Accumulation</u>
3.704 hours*	96.304 hours	Unlimited

* Amount earned biweekly based on service hours of assigned position (i.e. 77.2 for patrol, 76.5 for sergeants, etc): prorated for less than full service hours of assigned position, providing that an employee is considered to have full service hours if paid for all regular scheduled days in the pay period.

** Based on 26 paychecks per year. In a year of 27 paychecks, this amount will increase accordingly.

Employees shall earn sick leave hour credits based on service hours paid in each pay period. An employee may not use accrued sick leave hours or receive sick leave severance pay until after completion of sixty (60) days of their probationary period, but sick credits shall accrue from the date of hire.

- 11.02 Sick Leave Defined. Sick leave can only be used in the event of a non-compensable accident or illness of the employee; or to receive medical, chiropractic, dental or optical treatments when it is not possible to schedule such appointments outside the regular work schedule. Said appointments must be arranged to have the least impact on departmental operations and the employee shall only be excused for the number of hours necessary to attend the appointment.

An employee may use up to thirty-three (33) hours of sick leave in each calendar year for the illness or injury of their spouse, child, or parent when care and attendance by the employee is medically required. The employee may be required to furnish substantiation of medical need.

- 11.03 Medical Verification. All sick leave requested and/or used is subject to verification. The department head or their designee may request reasonable evidence from the employee to achieve verification.

The department head or their designee may require the employee to submit a medical statement, stating the period of treatment and date that the employee may return to work from sick leave, when sick leave is claimed the day before or after a scheduled day off, for sick leave in excess of one day, or when an employee has a record of repetitious use of short amounts of sick leave over an extended period of time. Sick leave forms shall be furnished by the County.

The department head or their designee may require the employee to take a medical examination (fitness for duty) prior to returning from sick leave or on such occasions that it is in the best interests of the County. The medical examination shall be given by a County designated physician or a physician agreed upon by the employee and the County Human Resources Director, at the County's expense.

- 11.04 Maximum Leave. A period of not more than one year of non-FMLA leave shall be granted as an unpaid leave of absence due to personal illness, or for disability due to accident, provided a doctor's certificate is furnished from time to time to substantiate the need for continuing the leave. Additional time may be extended in such cases by mutual consent of the Union and the County if a legitimate return date is established by the treating physician.
- 11.05 Seniority Accrual. Seniority shall continue to accrue during leaves of absence for personal illness or disability.
- 11.06 Report of Absence. As a condition for taking sick leave, absences to be covered by this Article shall be reported to the Sheriff or Undersheriff at least one (1) hour prior to the scheduled starting time for work, except in a case of emergency.
- 11.07 Worker's Compensation. When an employee must be absent due to an injury which is compensable under worker's compensation statutes the employee will be paid his/her regular wages for the day of injury and the next three (3) calendar days of disability immediately following the date of injury; and, beginning with the fourth calendar day of disability, a salary supplement equal to the difference between the employee's normal full-time net ("after-tax") salary and the temporary disability payment under worker's compensation. The salary supplement is limited to a period of twelve (12) months from the date of injury. While an employee is receiving the salary supplement, the employee will continue to accrue benefit time (sick leave, holiday pay and vacation). The time covered by this provision shall not be charged against sick leave.

For Wisconsin Retirement System (WRS) purposes only, an employee will be reported for service and earnings credits during any period of temporary disability if they receive worker's compensation benefits under §102.43, 97-98 Wis. Stats. Earnings and creditable service will be reported on the same basis as was reported immediately prior to the temporary disability, as provided under WRS regulations.

Upon request of an employee, the Human Resources Committee may, in its discretion, authorize payment to extend family health and life insurance coverage beyond the first year specified above.

ARTICLE XII – LEAVES OF ABSENCE

- 12.01 Eligibility. A new employee is not eligible for a leave of absence until after one (1) year of continuous services unless approved by the department head and the Human Resources Director or designee. Leaves of absence may be granted for the reasons identified in section 12.04.
- 12.02 Procedure. Applications for leaves of absence must be made in writing stating the reasons and given to the department head. The department head shall send the

application to the County Human Resources Director or designee with a recommendation. The Human Resources Director or designee shall notify the department head and Union as to whether the leave of absence is denied or authorized, indicating the duration of the leave. A similar application procedure shall be followed for any extension of the leave.

12.03 Other Employment. A leave of absence will not be granted for the purpose of taking other employment. However, the term “other employment” shall not include election to Federal, State, County or municipal offices, or Union duties.

12.04 Types of Leave Defined.

A. Employee Medical or Family Medical. Employee Medical leave shall be granted for up to one year of non-FMLA leave when an employee is unable to perform the functions of their position. Family Medical leave for certain family members may be granted for up to twelve (12) weeks, as provided under Federal and State Family and Medical Leave laws.

Any request for medical leave shall be supported with a certification from the health care provider certifying the medical necessity for the leave. The County may require the employee to obtain a second medical opinion, at the County’s expense. If the two medical certifications differ, a third opinion, at the County’s expense, may be required.

For any medical leave exceeding thirty days, subsequent re-certification to support the continuing need for medical leave may be required on a reasonable basis. As a condition of and prior to return to work from an Employee Medical leave, the employee is required to present a medical certification that the employee is fit for duty.

B. Birth or Adoption. Leave for birth or adoption may be granted for up to twelve (12) weeks, as provided under Federal and State Family and Medical Leave laws.

C. Educational. Educational leave may be granted for up to a maximum of one year, subject to the staffing needs of the department.

D. Military. Employees who are members of the military service who are called up for reserve training or duty for civil emergency, shall be paid a differential equal to their regular wages, minus the reserve duty pay (excluding any expense reimbursements), for a calendar period not to exceed two (2) weeks in any calendar year. To qualify for the differential payment, the employee shall immediately upon return to work submit a copy of the reserve pay voucher to their department head. Employees shall submit to the Sheriff a copy of their orders to report for reserve training or civil emergency duty.

Military leaves shall be granted to employees who enlist or are ordered into military service for the initial tour of duty; or, to employees who are members of a reserve unit or the National Guard if they are performing short-term active training duty in accordance with Chapter 21, Wisconsin Statutes. Proof of enlistment, induction, or call to active duty must be attached to the leave of absence request.

- E. Personal. A leave for personal reasons may be granted for up to one (1) year, subject to the staffing needs of the department. A personal leave of less than one calendar week may be approved by the department head and does not require approval of the Human Resources Director.

12.05 Benefits and Seniority.

- A. Employees on an unpaid leave shall not be entitled to any fringe benefits except as specifically set forth in this Agreement or as otherwise required by statutory leave provisions.
- B. An employee on a leave of absence is required to apply accrued paid vacation and holiday benefits and, in the case of employee medical leave, apply accrued paid sick leave. Any such accrued benefits must be exhausted before any unpaid portion of the leave commences, except as otherwise provided under the State Family and Medical Leave law. This paragraph does not apply to the annual two (2) week reserve training.
- C. Seniority shall continue to accrue during authorized leaves of absence.
- D. Employees on Military Leave, who are deployed pursuant to federal orders, shall be entitled to continue to accrue vacation benefits during the period of their deployment pursuant to Article X in the collective bargaining agreement.

12.06 Bereavement Leave. Bereavement leave shall be provided to all employees (including probationary) for the purpose of bereavement over the death of a covered family member, or to make other necessary personal or family arrangements. When death occurs among members of an employee's family, as defined in this section, the employee shall be excused from scheduled work without loss of pay for up to the specified number of days to be used within ten (10) days from the date of death. The employee may be required to furnish verification of the date of death and the employee's relationship to the deceased. Bereavement leave shall be applied in day increments, except on the date of death when the employee must leave work early, and need not be applied consecutively. The Sheriff or designee may approve bereavement leave after ten (10) days based on the verifiable need of the employee.

Up to three (3) days of paid bereavement leave will be allowed for the death of a member of the "immediate family," defined as the employee's: spouse, child, step-child, parent,

step-parent, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, or other member of the immediate household (excluding renters).

Up to one (1) day of paid leave will be allowed for the death of a “near relative,” defined as the employee’s: brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt, uncle, niece, or nephew.

A person called upon to be a participant in a military funeral or called to serve as a pallbearer in a civilian funeral shall be excused from work with pay for the number of hours necessary to perform such service, up to a maximum of one (1) day. Participation in military funerals shall not exceed four (4) occurrences per calendar year. The provisions of this paragraph shall not apply if leave is otherwise provided under this section.

ARTICLE XIII – INSURANCE

13.01 **Health Insurance – Coverage and Eligibility.** All regular full-time employees shall, on the first of the month following thirty (30) calendar days of employment in the bargaining unit, be eligible for health insurance.

The monthly premium will be split between the County and the employee. Employee-paid premiums may be paid on a pre-tax basis (16.08 (B)(3)). The employee contribution can be reduced in two ways:

Health Risk Assessment (HRA) – The employee (and spouse, if a member of the Walworth County health plan) must complete a Health Risk Assessment (to be offered by the County annually).

Education Completion – The employee (and spouse, if a member of the Walworth County health plan) must complete an education/counseling from the topics available.*

Guaranteed County Contribution	Employee Contribution if no Reduction	Reduction for Completed HRA	Reduction for completed Education/Counseling	Potential Employee Contribution after Reductions
88%	12%	-2%	-3%	7%

New Hires – New employees hired after the annual health risk assessments have been offered will automatically receive the reduced premium.

* In the event the HRA comes back with a score of -20 to +25, the employee will automatically receive the full 5% reduction.

13.02 **Retiree/Duty Disability Insurance.**

- A. Retiree Health Insurance. To qualify under this section, a protective occupation employee must be hired prior to January 1, 2005, retire on a Wisconsin Retirement System (WRS) retirement at age 54 or older, at age 53 with a minimum of 25 years of WRS service, or have a minimum of 20 years of continuous County service upon becoming an annuitant at age 50 to 53. "Retirement" means the employee will receive a monthly retirement from the WRS upon termination from Walworth County employment. The County shall pay 50% of the health insurance premium for the retiree until the retiree is eligible for Medicare coverage. The insurance coverage shall be the same as provided to active employees under the current contract.
- B. Duty Disability Insurance. To qualify under this section, a protective occupation employee must be hired prior to January 1, 2005, have at least 10 years of continuous County service and, as defined by WRS, be "permanently and totally" disabled. "Duty Disability" means the employee will receive a monthly duty disability annuity from the WRS. The County shall pay 50% of the health insurance premium for the former employee until he/she is eligible for Medicare coverage. The insurance coverage shall be the same as provided to active employees under the current contract.
- C. Eligibility. Any employee hired after January 1, 2005 shall not be eligible to continue health insurance under any plan offered by the County except as required by law. Section 13.02 does not apply to any employee hired after January 1, 2005.

13.03 Health Insurance Credits for Unused Leave. For any employee hired before January 1, 2005, accumulated unused vacation, compensatory and holiday time of any eligible employee may, at the time of death or upon qualifying for an immediate retirement or disability annuity under WRS be converted, at 100% of the employee's basic pay rate in effect immediately prior to termination, to credits for payment of health insurance premiums on behalf of the employee or the employee's surviving insured dependents for continuation of coverage in the County group health insurance plan. Accumulated unused sick leave of any eligible employee shall, at the time of death, or upon qualifying for an immediate retirement or disability annuity under Wisconsin Retirement, be converted, at 60% (sixty percent) of the employee's basic pay rate in effect immediately prior to termination, to credits for payment of health insurance premiums on behalf of the employee or the employee's surviving insured dependents for continuation of coverage in the County group health insurance plan. The monthly premium for any eligible employee who is insured at the time of termination, or for the surviving insured dependents of an eligible employee who is deceased, shall be deducted from the credits until the credits are exhausted.

Upon conversion of an employee's unused leave credits under this section, the employee or the employee's surviving insured dependents may elect to delay initiation of deductions from these credits for up to ten (10) years after the date of the conversion if the employee or surviving insured dependents are covered by a comparable health insurance plan or policy in effect on the date of conversion and remaining in effect until the date on which the employee or surviving insured dependents later elect to initiate

deductions from those credits. A health insurance plan or policy is considered comparable if it provides hospital and medical benefits that are substantially equivalent to the County group health insurance plan.

An employee or an employee's surviving insured dependents may elect to delay and later initiate deductions from the employee's leave credits only once. If deductions are delayed and later initiated, the health insurance coverage of the employee or surviving insured dependents is effective on the first day of the month following thirty (30) days from the date that the benefits division of finance receives written notice of the employee's or surviving insured dependents' later election to initiate the deductions. Late enrollment provisions requiring a health statement application and restrictions for pre-existing conditions will be waived for the employee and for those dependents who were named as insured under the employee's health insurance plan at the time of termination or death.

Health insurance credits shall be held in an interest-bearing trust account and interest shall be credited to individual accounts monthly. Upon the death of the employee (retiree), and if there are no surviving insured dependents, the credits shall revert back to the County.

- 13.04 Life Insurance. All regular full-time employees, on the first of the month following thirty (30) days of employment in the bargaining unit shall be covered by a term life insurance policy in the amount of \$100,000. The County shall pay the premium for \$25,000 of coverage and the remaining premium shall be paid by the employee. Employees covered under the life insurance plan shall be given the option of enrolling in the spouse/dependent life plan with the premium paid in full by the employee. Benefits under this plan are as per plan description dated 1/1/08. (Exhibit B).
- 13.05 Dental Insurance. All regular full-time employees on the first of the month following thirty (30) days of employment in the bargaining unit shall be eligible for coverage under the County's group dental insurance plan. The County agrees to cover 100% of the dental premium cost for the duration of the Agreement.
- 13.06 Labor-Management Insurance Committee. The Union agrees to participate in meetings with the County and the insurance consultant in a good faith effort to work towards plan design changes which will reduce health and dental insurance costs.
- 13.07 Long-term Disability Insurance (LTD). All employees are eligible to enroll in a long-term disability insurance plan. The total premium cost of the LTD plan negotiated between the County and the Union shall not exceed 0.5% of payroll. The premium cost for the LTD plan shall be paid 50% by the employee and 50% by the County, subject to a maximum County contribution of 0.25% of payroll per enrolled employee.
- 13.08 Line of Duty Death Benefit. Eligible survivors of a sworn employee in the Department whose death is a direct and proximate result of a traumatic injury sustained in the line of

duty shall receive a life insurance benefit from the County in the amount of \$100,000. In order to be eligible for this line of duty death benefit, the employee's beneficiary(s) must apply for and be determined to be eligible for the line of duty death benefit provided by the Bureau of Justice Assistance, Public Safety Officers' Benefits Program: Death Benefits for line of duty deaths. Upon receipt of verification from the BJA – PSOB Death Benefit Program that the employee's beneficiary(s) has been determined to be eligible for that line of duty death benefit, the employee's beneficiary(s) shall receive the life insurance benefit provided for in this section.

ARTICLE XIV – RETIREMENT

- 14.01 **County Contribution.** The County agrees to pay to the Wisconsin Retirement Fund the percentage of gross earnings of the employee representing the employee's total contribution to said fund in addition to the County's share.
- 14.02 **Benefit Adjustment Contribution.** The County agrees, effective January 1, 1986, to pay the retirement benefit adjustment contribution of 1% of earnings, as specified under Wisconsin Act 141, Laws of 1983.

ARTICLE XV – GRIEVANCES

- 15.01 **Grievance Defined.** The Association shall have the right to file a grievance concerning the interpretation, application, or enforcement of the terms of this Agreement and of wages, hours or other conditions of employment covered hereby under the provisions set forth below.
- 15.02 **Procedure.** Grievances shall be filed in writing, setting forth the facts and the contract provision(s) allegedly violated and subject to the following:

Step 1 (Sheriff's Office Management). A grievance shall first be presented in writing to the Captain in charge of the aggrieved employee. Said grievance may be presented by the employee with or without his/her representative (at the employee's option) within fifteen (15) calendar days from the date of the event or knowledge thereof, which gave rise to the complaint or the grievance will be barred. Within fifteen (15) calendar days from the presentation of the grievance, the Sheriff or designee will meet with the Captain, employee and union representative to discuss the grievance. A decision will be furnished to the employee and union representative in writing within fifteen (15) calendar days from the date of the meeting.

Step 2 (Human Resources Director). An appeal of the Step 1 decision shall be filed in writing with the Human Resources Director within fifteen (15) calendar days from the date that the decision was received. Within fifteen (15) calendar days (or as soon as practicable) from receipt of the Step 1 appeal, the parties will schedule a meeting with the

Human Resources Director, Union Counsel (at the Union's option), and the parties involved at Step 1 to discuss the grievance. The parties shall attempt to resolve the grievance at Step 2 and, if possible, stipulate to any facts pertaining to the grievance. If a mutual decision is not reached, the Human Resources Director will issue a decision to the employee and union representative in writing within fifteen (15) calendar days from the date of the meeting.

Step 3 (County Administrator). An appeal of the Step 2 decision shall be filed in writing with the Human Resources Director within-fifteen (15) calendar days from the date that the decision was received. Within fifteen (15) calendar days (or as soon as practicable) from receipt of the Step 2 appeal, the parties will schedule a meeting with the County Administrator and the appropriate parties involved at Step 2 to discuss the grievance. A decision with supporting rationale will be furnished to the employee and union representative in writing within fifteen (15) calendar days from the date of the meeting.

Step 4 (Arbitration). An appeal of the Step 3 decision shall be filed in writing with the Human Resources Director within fifteen (15) calendar days from the date that the decision was received. Within fifteen (15) calendar days from receipt of the Step 3 appeal, the Union Counsel and the Human Resources Director (or their designated representatives) shall attempt to select an impartial staff arbitrator from the Wisconsin Employment Relations Commission (WERC). Should the parties be unable to agree on the selection of an impartial staff arbitrator, the County and the Union shall each alternately strike one (1) name from a panel of the available staff arbitrators, the grieving party shall strike first, and the remaining person shall become the impartial arbitrator.

The impartial arbitrator shall, after hearing both sides of the controversy, hand down his/her decision in writing. Such decision shall be final and binding on both parties to this Agreement, providing such decision is within the scope of his or her authority. The arbitrator shall have no authority to add to, subtract from, amend or modify any provisions of this Agreement and past practices, if proven. The County and the Union shall share the cost of the impartial arbitrator equally.

- 15.03 Failure to Observe Time Limits. If the Association fails to appeal a grievance within the time limits provided for herein, the grievance shall be considered settled as of the County's last answer. If the County fails to answer a grievance within the time limits provided for herein, the grievance shall be deemed denied and the Association may appeal immediately to the next step.
- 15.04 Extension of Time Limits. Time limits in this Article may be extended in writing by mutual consent of both parties.
- 15.05 Association Grievance Committee. Members of the Association's regular grievance committee shall not exceed four (4) employees. Said employees, or their substitutes, shall receive pay at their regular straight-time rate of pay for all hours they attend

grievance meetings, including grievance arbitration, as set forth above during said employees' scheduled work hours.

- 15.06 Personnel Files. An employee's personnel file shall be open for said employee's review at all times. After an employee has a discipline-free record for two (2) years, the employee may request the removal of all discipline from his/her personnel file.

ARTICLE XVI – GENERAL PROVISIONS

- 16.01 Clothing Allowances. The County shall pay a semi-annual clothing allowance to all employees in the amount of five hundred dollars (\$500.00). The January through June period will be paid on the first paycheck in June, and the July through December period will be paid on the first paycheck in December. The clothing allowance shall not be pro-rated for a new hire within a semi-annual period. There shall be no payment to an employee who terminates during a semi-annual period.
- 16.02 Special Uniforms. The County shall furnish special uniforms when necessary.
- 16.03 Employee Safety. It shall be the duty of the County to maintain all squads, radios, and any other Employer provided equipment in safe and usable condition. Repairs will be done as quickly as possible upon notification of defect.
- 16.04 Discharge and Discipline. No employee or member of the Association shall be discharged, suspended or otherwise disciplined except for just cause.
- 16.05 Protective Vests. This section shall apply to employees who purchase protective vests on or after January 1, 1999. Upon completion of the probationary period an employee shall be reimbursed up to \$1,000.00 for the purchase of a protective vest, which meets department specifications. This amount may be increased by the Sheriff in his discretion pursuant to available grant funding. An employee is eligible to receive reimbursement once each five years. Employees who as of January 1, 1999 own a protective vest shall be first eligible to obtain reimbursement upon expiration of the warranty on the vest presently owned and purchase of a new vest. To obtain reimbursement, the employee must submit a copy of the receipt of purchase and a copy of the warranty. As of 1999, it is the intent of Sheriff's management that use of a protective vest at all times is not mandatory. However, the Sheriff reserves the right to make the use of protective vests mandatory based on work circumstances and when deemed essential for the safety of employees. The Sheriff shall issue a policy pertaining to the use of protective vests and procedures for reimbursement.
- 16.06 Mileage. The County shall pay to each employee the current County Board approved rate per mile whenever such employee is required to use his personal automobile in the course of his employment on County business.

16.07 Union Activity Pay. Members of the bargaining committee, not to exceed five (5), shall be paid up to a maximum of eight (8) hours per day during their regularly scheduled work period if they are attending bargaining sessions or mediation sessions, except interest (contract) arbitration.

16.08 Section 125 Plan. The section 125 benefit is subject to the following:

- A. A section 125 plan shall be made available to employees and is subject to regulations established by the Internal Revenue Service (IRS). The Union and Management shall cooperate to educate employees regarding the tax advantages of enrolling in the dependent care, flexible medical spending account, and/or premium conversion options under the section 125 plan.
- B. The section 125 plan includes the following options:
 - 1. Medical Spending Account: An employee regularly scheduled to work 50% or more and enrolled in the County's health insurance and/or dental insurance plan is eligible to participate in the medical spending account the 1st of the next quarter (Jan 1, April 1, July 1 or Oct 1) after completion of six (6) months of employment in a regular (.50-1.00 FTE) position. Enrollment must be completed within thirty (30) days of becoming eligible to participate. The maximum of the spending account is the IRS limit.
 - 2. Dependent Care: An employee is eligible to participate in the dependent care plan upon completion of thirty (30) days of employment in a regular (.50-1.00 FTE) position. Enrollment must be completed within thirty (30) days of becoming eligible to participate. The maximum of the dependent care plan is the IRS limit.
 - 3. Premium Conversion: An employee required to pay a portion of the County's health insurance premium or dental insurance premium may elect to pay the employee share on a pre-tax basis.

16.09 Substance Abuse Policy. The County and the Union recognize the problems created by drug and alcohol abuse and the need to develop prevention and treatment options. Both parties have made a commitment to protect people and property, and to provide a safe working environment. The purpose of the Employee Substance Abuse Policy [Exhibit C] is to establish and maintain a drug free, alcohol free, safe and healthy work environment for all of its employees. All Union members are subject to the Substance Abuse Policy as set forth in Exhibit C.

ARTICLE XVII – EDUCATIONAL INCENTIVE PLAN

17.01 Intent. The County and Union have agreed to an Educational Incentive Pay Plan. The intent implied in the formulation of an incentive pay plan for the Sheriff's Office is to improve the educational level of law enforcement personnel. It is for this purpose that the benefits within this pay plan are offered.

Implied in this pay plan is the premise that these plans act as an *incentive* for the attainment of a broader background in higher education. Also implied is the premise that the broader educational background should reflect itself in job performance.

17.02 Goals. There are three (3) specific goals that are a part of this incentive pay plan. These are:

- A. To upgrade the educational level of the personnel of the Walworth County Sheriff's Office.
- B. To assist in the attraction of individuals who have an interest in law enforcement.
- C. To retain qualified employees who have exhibited a desire for self-improvement.

17.03 Pay. The incentive pay shall only be paid for degrees as established by a vocational school or school of higher learning accredited through the North Central Association of the Higher Learning Commission, or its reciprocal entity. Once a degree has been conferred and confirmed, the Sheriff shall increase the employee's monthly compensation as follows:

Bachelor's Degree: \$75.00 per month
Master's Degree: \$90.00 per month
Doctorate: \$110.00 per month

Effective January 1, 2005, educational pay incentive payments shall be made only upon attaining a degree. Any member of this Association hired before January 1, 2005 shall continue to receive educational incentive pay of .50 per credit per month until a degree is obtained; however, any future payments towards a higher degree shall only be made upon attainment of the degree.

This shall be considered a Merit for Training Increase.

This monthly remuneration for these credits shall apply only to those employees who have been certified no later than October 1 of each year and shall commence on January 1, following certification.

17.04 Forms. The existing form for proving educational degrees will be continued for the duration of this Agreement.

ARTICLE XVIII – NO STRIKE

- 18.01 General Prohibition. The Association agrees that during the entire term of this Agreement, the Association and the employees covered by this Agreement will not cause, promote, sanction or participate in any strike of any kind or nature whatsoever, against the County or in any walkout, picketing, boycott, stoppage, or cessation or interruption of work, slowing down of work, or any sympathetic strike, or any other kind of interruption with the conduct of the County's operations for any cause whatsoever.
- 18.02 Responsibility of Association. In the event any employee or group of employees violates this Article of the Agreement, it shall be the responsibility of the Association, its employees and stewards to immediately order all employees to cease any and all such activities and to immediately return to normal work.
- 18.03 Liability of Association. In the event of a work stoppage not authorized by the Association, the County shall not hold the Association liable for damages provided that the Association has complied with this Article.
- 18.04 Discharge. Any employee who violates this Article or participates in its violation shall be subject to immediate discharge.

ARTICLE XIX – JURY DUTY

- 19.01 Jury Duty. An employee required to serve as a juror during his regular shift hours shall be paid his regular wages during the period of his jury service, less any compensation paid to him by the court. The employee shall immediately upon receipt of the jury payment submit a photocopy of the jury duty check to the payroll division of finance. If an employee is called but does not serve on a jury on any day, he/she shall be required to report for duty on his regular scheduled shift.

ARTICLE XX – DURATION

- 20.01 Duration. This Agreement shall become effective January 1, 2019, and shall continue in effect through December 31, 2021, and shall be renewed from year to year after December 31, 2021, until such time as either party gives written notice to the other party to terminate or amend such agreement on or before September 1 of the preceding year. No provisions of this contract shall continue unless otherwise required by law.
- 20.02 Negotiation Schedule. Negotiations of a new Agreement, subsequent to receipt of the above required notice, shall be scheduled by mutual agreement so that a new Agreement can be concluded by December 31st, if possible.

ARTICLE XXI – DONOR PROGRAM

21.01 Policy. It is the policy of the county to provide a donor program that permits eligible employees to donate accrued vacation or holiday hours to an eligible employee.

21.02 Donor program eligibility.

- A. Employees who have completed one year of active service in a regular position may participate in the Donor Program. *Participate* means to either donate or receive vacation or holiday hours. Donated hours shall be in increments of eight (8) hours.
- B. An employee shall be eligible to receive donated hours when all of the following criteria are met:
 - (1) The employee is on an approved FMLA due to a serious health condition of himself or herself, or the employee's spouse, child or parent;
 - (2) The employee has exhausted all of his or her available accrued benefits;
 - (3) The employee's absence exceeds sixty (60) calendar days.

21.03 Limitations on donated hours.

- A. An employee's decision to donate hours may not be revoked.
- B. The employee's extended pay status under the donor program shall end on the earlier of:
 - (1) The date the employee is eligible to apply for and receive long-term disability benefits.
 - (2) The date of the employee's retirement or disability annuity, or upon death.
 - (3) Ninety (90) calendar days from the date the employee's leave began.

21.04 Payment. Donated hours shall be applied at the recipient's prevailing FTE rate continuous from the date that the employee's personal accrued benefits were exhausted. Donated hours shall be paid at the recipient's rate of pay. Any excess hours remaining at the time of the recipient's disqualification from the program for any of the reasons specified in 21.03(B) above shall be paid to the employee or the employee's estate as severance benefits consistent with any other severance benefits.

21.05 Effect on other benefits. The recipient shall not accrue new personal time-off benefits when receiving donated hours. Donated hours shall be counted as paid time for the purpose of determining the termination of county-paid insurance benefits.

21.06 Procedure for Requesting Donation of Hours.

- A. Any employee may request that other employees donate vacation or holiday hours to that employee.
- B. The request shall be in writing and shall be communicated to the benefits division of finance.
- C. Any employee making the request shall provide information from a health care provider sufficient to determine that the employee has a serious health condition.
- D. An employee requesting donation of vacation or holiday hours shall consent to the disclosure of the employee's name and eligibility for the program to other employees by the benefits division of finance. Such disclosure shall consist of the employee's name and a determination by the benefits division of finance that the person is eligible for the donor program.
- E. Upon determining that the employee is eligible for the donation program, the benefits division of finance shall communicate the employee's name and eligibility to all Walworth County employees.
- F. Any eligible employee may donate hours to the requesting employee. The benefits division of finance shall notify the payroll division of finance of the donation and may require the employee or the employee's supervisor to make any appropriate time sheet entries to reflect the donation.
- G. Determination by the benefits division of finance that the employee is or is not qualified for the donor program shall not be subject to the grievance process.

ARTICLE XXII – ENTIRE AGREEMENT

This Agreement, reached as a result of full collective bargaining, represents the full and complete agreement between these parties and supercedes all previous agreements between the parties. Any supplemental addendum to this Agreement shall not be binding on either party unless executed in writing by duly authorized representatives of the parties hereto. Waiver of any breach of this Agreement by either party shall not constitute a waiver of any subsequent breach. The parties further acknowledge that during the negotiation of this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law and that this Agreement was arrived at after full and complete negotiations. Therefore the parties, for the terms of this Agreement, each voluntarily and unqualifiedly waive the right to bargain collectively with respect to any subject or matter referred to or not referred to in this Agreement. However, the parties agree to negotiation any new and subsequent matter primarily related to wages, hours and conditions of employment that arise subsequent to the date of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 13 day of March 2019.

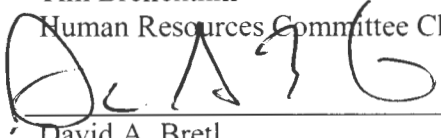
WALWORTH
COUNTY

By: 

Nancy Russell
County Board Chair

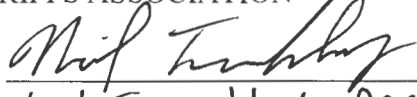
By: 


Tim Brellenthin
Human Resources Committee Chair

By: 

David A. Bretl
County Administrator

WALWORTH COUNTY DEPUTY
SHERIFFS ASSOCIATION

By: 
Neil Frambhey President

By:  VP
Craig Konopski

By: 
MICHAEL KRAHN
TREASURER

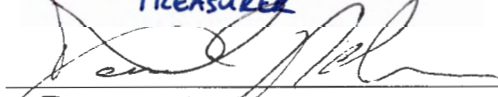
By: 
Daniel Nelson
Bargain and Grievance Head

EXHIBIT "A"
DEPUTY SHERIFFS ASSOCIATION
2019 JOB CLASSIFICATION AND RATE SCHEDULE
EFFECTIVE 01/01/19

Pay Range	Classification		Start	6 Month	1 Year	2 Year	3 Year	4 Year
1DR-/1DR+	Deputy Sheriff (77.2 hrs/ppp)	Hr. 2 wk.	24.69 1,906.07	25.76 1,988.68	29.31 2,262.74	30.43 2,349.20	32.28 2,492.02	33.42 2,580.03
1NR-/1NR+	Deputy Sheriff (77.2 hrs/ppp) Nights	Hr. 2 wk.	24.89 1,921.51	25.96 2,004.12	29.51 2,278.18	30.63 2,364.64	32.48 2,507.46	33.62 2,595.47
1DN-/1DN+	Deputy Sheriff/Court Security Officer (80 hrs/ppp)	Hr. 2 wk.	24.69 1,975.20	25.76 2,060.80	29.31 2,344.80	30.43 2,434.40	32.28 2,582.40	33.42 2,673.60
2DR-/2DR+	Sergeant (79.6 hrs/ppp)	Hr. 2 wk.	27.13 2,159.55	28.30 2,252.68	32.21 2,563.92	33.43 2,661.03	35.45 2,821.82	36.75 2,925.30
2NR-/2NR+	Sergeant (79.6 hrs/ppp) Nights	Hr. 2 wk.	27.33 2,175.47	28.50 2,268.60	32.41 2,579.84	33.63 2,676.95	35.65 2,837.74	36.95 2,941.22
2DN-/2DN+	Sergeant (80 hrs/ppp)	Hr. 2 wk.	27.13 2,170.40	28.30 2,264.00	32.21 2,576.80	33.43 2,674.40	35.45 2,836.00	36.75 2,940.00
3DN-/3DN+	Detective Process Specialist (80 hrs/ppp)	Hr. 2 wk.	26.74 2,139.20	27.92 2,233.60	31.80 2,544.00	33.00 2,640.00	35.00 2,800.00	36.26 2,900.80
3NN-/3NN+	Detective Process Specialist (80 hrs/ppp) Nights	Hr. 2 wk.	26.94 2,155.20	28.12 2,249.60	32.00 2,560.00	33.20 2,656.00	35.20 2,816.00	36.46 2,916.80

2.00% effective 1-1-2019

An employee assigned to a job classification with a higher level pay range within the bargaining unit shall receive the pay rate in the higher pay range based on total length of service. Example: A Deputy Sheriff at the 3-year rate assigned to Sergeant would receive the 3-year Sergeant rate.

EXHIBIT "B"
DEPUTY SHERIFFS ASSOCIATION
2020 JOB CLASSIFICATION AND RATE SCHEDULE
EFFECTIVE 01/01/20

Pay Range	Classification		Start	6 Month	1 Year	2 Year	3 Year	4 Year
1DR-/1DR+	Deputy Sheriff (77.2 hrs/ppp)	Hr. 2 wk.	25.25 1,949.30	26.34 2,033.45	29.97 2,313.69	31.12 2,402.47	33.01 2,548.38	34.18 2,638.70
1NR-/1NR+	Deputy Sheriff (77.2 hrs/ppp) Nights	Hr. 2 wk.	25.45 1,964.74	26.54 2,048.89	30.17 2,329.13	31.32 2,417.91	33.21 2,563.82	34.38 2,654.14
1DN-/1DN+	Deputy Sheriff/Court Security Officer (80 hrs/ppp)	Hr. 2 wk.	25.25 2,020.00	26.34 2,107.20	29.97 2,397.60	31.12 2,489.60	33.01 2,640.80	34.18 2,734.40
2DR-/2DR+	Sergeant (79.6 hrs/ppp)	Hr. 2 wk.	27.75 2,208.90	28.94 2,303.62	32.94 2,622.02	34.19 2,721.52	36.25 2,885.50	37.58 2,991.37
2NR-/2NR+	Sergeant (79.6 hrs/ppp) Nights	Hr. 2 wk.	27.95 2,224.82	29.14 2,319.54	33.14 2,637.94	34.39 2,737.44	36.45 2,901.42	37.78 3,007.29
2DN-/2DN+	Sergeant (80 hrs/ppp)	Hr. 2 wk.	27.75 2,220.00	28.94 2,315.20	32.94 2,635.20	34.19 2,735.20	36.25 2,900.00	37.58 3,006.40
3DN-/3DN+	Detective Process Specialist (80 hrs/ppp)	Hr. 2 wk.	27.35 2,188.00	28.55 2,284.00	32.52 2,601.60	33.75 2,700.00	35.79 2,863.20	37.08 2,966.40
3NN-/3NN+	Detective Process Specialist (80 hrs/ppp) Nights	Hr. 2 wk.	27.55 2,204.00	28.75 2,300.00	32.72 2,617.60	33.95 2,716.00	35.99 2,879.20	37.28 2,982.40

2.25% effective 1-1-2020

An employee assigned to a job classification with a higher level pay range within the bargaining unit shall receive the pay rate in the higher pay range based on total length of service. Example: A Deputy Sheriff at the 3-year rate assigned to Sergeant would receive the 3-year Sergeant rate.

EXHIBIT "C"
DEPUTY SHERIFFS ASSOCIATION
2021 JOB CLASSIFICATION AND RATE SCHEDULE
EFFECTIVE 01/01/21

Pay Range	Classification		Start	6 Month	1 Year	2 Year	3 Year	4 Year
1DR-/1DR+	Deputy Sheriff (77.2 hrs/ppp)	Hr.	25.89	27.00	30.72	31.90	33.84	35.04
		2 wk.	1,998.71	2,084.40	2,371.59	2,462.68	2,612.45	2,705.09
1NR-/1NR+	Deputy Sheriff (77.2 hrs/ppp) Nights	Hr.	26.09	27.20	30.92	32.10	34.04	35.24
		2 wk.	2,014.15	2,099.84	2,387.03	2,478.12	2,627.89	2,720.53
1DN-/1DN+	Deputy Sheriff/Court Security Officer (80 hrs/ppp)	Hr.	25.89	27.00	30.72	31.90	33.84	35.04
		2 wk.	2,071.20	2,160.00	2,457.60	2,552.00	2,707.20	2,803.20
2DR-/2DR+	Sergeant (79.6 hrs/ppp)	Hr.	28.45	29.67	33.77	35.05	37.16	38.52
		2 wk.	2,264.62	2,361.73	2,688.09	2,789.98	2,957.94	3,066.19
2NR-/2NR+	Sergeant (79.6 hrs/ppp) Nights	Hr.	28.65	29.87	33.97	35.25	37.36	38.72
		2 wk.	2,280.54	2,377.65	2,704.01	2,805.90	2,973.86	3,082.11
2DN-/2DN+	Sergeant (80 hrs/ppp)	Hr.	28.45	29.67	33.77	35.05	37.16	38.52
		2 wk.	2,276.00	2,373.60	2,701.60	2,804.00	2,972.80	3,081.60
3DN-/3DN+	Detective Process Specialist (80 hrs/ppp)	Hr.	28.04	29.27	33.34	34.60	36.69	38.01
		2 wk.	2,243.20	2,341.60	2,667.20	2,768.00	2,935.20	3,040.80
3NN-/3NN+	Detective Process Specialist (80 hrs/ppp) Nights	Hr.	28.24	29.47	33.54	34.80	36.89	38.21
		2 wk.	2,259.20	2,357.60	2,683.20	2,784.00	2,951.20	3,056.80

2.50% effective 1-1-2021

An employee assigned to a job classification with a higher level pay range within the bargaining unit shall receive the pay rate in the higher pay range based on total length of service. Example: A Deputy Sheriff at the 3-year rate assigned to Sergeant would receive the 3-year Sergeant rate.

EXHIBIT “D”

**SCHEDULE OF BENEFITS
LIFE INSURANCE**

**Walworth County
Elkhorn, WI**

Group Effective Date: October 1, 2007
Benefits Revised Date: January 1, 2008

Classification: 01) All Eligible Deputy Sheriffs Association Employees

Basic Life: \$100,000
Basic AD&D: \$100,000

Dependent Life (option 1)*: \$5,000 Spouse (Non-Employee of Employer)
\$100 Infant (10 days to under 6 months)
\$2,500 Child or Disabled Child (6 months to 19 years, 25
years if full-time student)

Dependent Life (option 2)*: \$7,500 Spouse (Non-Employee of Employer)
\$100 Infant (10 days to under 6 months)
\$3,750 Child or Disabled Child (6 months to 19 years, 25
years if full-time student)

*Dependent Insurance coverage is only applicable if selected by the insured employee and premiums have been remitted for such coverage.

Minimum Hour Requirement for Active Service: 50% of a full-time schedule

Eligibility Date: First of the month following 30 days after Date of Hire

The amount of Basic Life and Basic AD&D Insurance reduces to 92% upon your attainment of age 70, reduces to 84% upon your attainment of age 71, reduces to 76% upon your attainment of age 72, reduces to 68% upon your attainment of age 73, reduces to 60% upon your attainment of age 74, reduces to 50% upon your attainment of age 75 and will terminate upon your retirement. Reductions will be made on the first day of the month which coincides with or follows the day you attain the specified age.

Dependent Life Insurance does not reduce and will terminate upon the earlier of your retirement or your dependent's attainment of age 19 or age 25 if dependent is classified as a full-time student. Coverage will terminate upon your retirement for disabled dependents who are mentally or physically handicapped, not capable of self-sustaining employment and dependent upon you for support.

If there is a discrepancy between the plan document and the summary, it is the plan document that governs.

EXHIBIT “E”

**WALWORTH COUNTY
EMPLOYEE SUBSTANCE ABUSE POLICY**

I. POLICY STATEMENT

Walworth County is strongly committed to providing a safe workplace, as well as a safe community for all County residents. The widespread abuse of drugs and alcohol in today's society poses a very serious problem. The use and/or abuse of these substances jeopardizes the health, safety and well-being of all of our employees and the general public, and increases business costs by contributing to increased incidents of accidents, injuries and theft; lower productivity and morale; excessive absenteeism and tardiness; and excessive health care costs. Since our employees are our most valuable resource and the safety and well-being of our employees and the general public are of paramount concern to us, we have developed a Substance Abuse Policy to help us maintain a work environment that is free from the effects of drugs and alcohol. This Substance Abuse Policy includes provisions calling for the use of drug and alcohol testing under circumstances which recognize and respect the dignity and privacy of our employees.

We encourage any employee that may have a problem with substance abuse to come forward confidentially and work to resolve the problem before it leads to disciplinary action. Employees who are participating in the County sponsored health plan should consult the plan documents for coverage issues regarding evaluation and treatment for substance abuse.

Walworth County

II. TESTING CIRCUMSTANCES

A. Pre-employment.

Applicants for employment will be notified of the County's policy requiring pre-employment drug testing. All offers of employment will be contingent upon the applicant submitting to a drug test, the result of which must be negative.

B. Reasonable Cause

Employees may be required to undergo a drug/alcohol test whenever the County has reason to believe that the employee is using drugs or is under the influence or impaired by alcohol. The County has reason to believe that the individual is using drugs or is under the influence or impaired by alcohol if that individual's appearance, behavior, speech or body odors are indicative of use of drugs or alcohol. Such indicators include, but are not limited to:

1. An excessive number of absences or tardiness, subjecting the employee to discipline under the applicable rules, at the pre-termination step, or a pattern of absences or tardiness.
2. A sudden or uncharacteristic decline in productivity or performance.
3. The smell of alcohol or marijuana on breath or person.
4. Evident physical impairment such as slurred speech, lack of coordination, etc.
5. Conviction for the use, possession, or purchase of illegal drugs, including adjudication by plea of guilty or no contest.
6. Information deemed reliable by the County from a source deemed credible by the County.

The Sheriff, or designee, will notify the employee when he/she has been ordered to undergo a drug/alcohol test for reasonable cause as soon as possible after that determination is made. The employee must immediately undergo this testing and then has the right to request a review later. If the employee does not believe that the County has reasonable cause to conduct a drug/alcohol test, the employee may request that Corporation Counsel, or designee, review whether reasonable cause does exist. The employee must request such review within three (3) work days following the date the employee was ordered to undergo the drug/alcohol test.

Corporation Counsel, or designee, shall review the situation within five (5) work days following receipt of the employee's request. However, the drug/alcohol test results shall be received and maintained in a sealed envelope by the Human

Resources Director, and the sealed envelope shall not be opened, nor the test results disclosed, during the period of the review.

If Corporation Counsel, or designee, determines that there is reasonable cause to believe the employee is using drugs or is under the influence or impaired by alcohol, the drug/alcohol test results may be used by the County to address the situation. If Corporation Counsel, or designee, determines that there is not reasonable cause to believe that the employee is using drugs or is under the influence or impaired by alcohol, the test results shall remain sealed and may not be used by the County in any way.

C. Post-accident

Employees may be required to undergo a drug/alcohol test whenever the employee reports a work-related injury or is involved in a workplace accident which results in any one or more of the following:

1. A fatality or personal injury requiring treatment by a medical practitioner or provider where the injury may result or actually results in lost time other than the day of injury;
2. Two or more accidents in a twelve month period regardless of the amount of property damage or extent of injury; or
3. An accident which is preventable or otherwise attributed to the conduct of an employee without regard to the amount of damage or extent of injury;

The Sheriff, or designee, shall notify the employee whether he/she must undergo a drug/alcohol test as soon as possible after the injury or accident occurs. The employee must immediately undergo this testing and then has the right to request a review later. If the employee does not believe that the requirement to undergo a drug/alcohol test meets one of the three criteria above, the employee may request that Corporation Counsel, or designee, review whether one of these criteria has been met. The employee must request such a review within three (3) work days following the date the employee was ordered to under the drug/alcohol test.

Corporation Counsel, or designee, shall review the situation within five (5) work days following receipt of the employee's request. However, the drug/alcohol test results shall be received and maintained in a sealed envelope by the Human Resources Director, and the sealed envelope shall not be opened, nor the test results disclosed, during the period of the review.

If Corporation Counsel, or designee, determines that one of the criteria above has been met, the drug/alcohol test results may be used by the County to address the situation. If Corporation Counsel, or designee, determines that one of the criteria

has not been met, the test results shall remain sealed and may not be used by the County in any way.

D. Random

All employees will be subject to unannounced random testing not to exceed 25% of each unit/department on an annual basis, or as the DOT requires. Selection for testing will be done by neutral criteria which assures each employee in the pool has an equal unbiased probability of being selected during any one testing draw.

E. Post-evaluation/rehabilitation follow-up

Employees who are given the opportunity to participate in evaluation/treatment in lieu of discharge, will be required to submit to follow-up testing in addition to the other testing circumstances provided in this Policy, without notice, upon return to work, for up to 36 months. Applicants who were once denied employment on the basis of a positive drug test and who reapply and are subsequently hired will also be required to submit to follow-up testing in accordance with this provision.

III. COLLECTION PROCEDURES

A. When an applicant or employee is required to submit to a drug or alcohol test, that individual will be instructed when and where to report for the specimen to be collected. FLSA standards of on-duty compensation will apply.

B. The applicant or employee will be required to bring and present picture identification and social security number when reporting for the collection. Employees and applicants will be asked to sign a form consenting to the collection and testing procedure and the release of information to the County.

C. If an employee or applicant is unable to provide a sufficient sample for testing, the employee or applicant may be required to make another attempt or submit to a medical examination to determine whether or not the failure to provide a sufficient sample has a medical basis or constitutes a refusal to cooperate. In the case of a urine collection, the employee may be asked to drink additional fluid and remain at the collection site for a reasonable period of time as determined by the collection site. If there is an acceptable medical basis for the employee's or applicant's failure to provide the sample, alternative collection methods may be used.

D. Urine samples will be collected and used for drug testing. Breath samples will be used for alcohol testing. Blood may be used as an alternative testing or confirmation method in some cases. Urine samples will be given in private, unless there is reason to believe that the individual has altered or substituted samples. In such instances, the individual may be required to give a second sample under the direct observation of a witness of the same sex, or testing may be terminated and the employee disciplined.

up to and including discharge, or an applicant may be denied employment.

- E. Employees required to submit to a reasonable cause or post-accident test will not be allowed to drive themselves to or from the collection site. The County will make arrangements for the employee's safe transport to and from the collection site. Employees required to undergo a reasonable cause or post-accident test may not be allowed to return to work for the remainder of that work shift unless a negative test result has first been provided to the County. Thereafter, the County may allow the employee to return to work pending the results of the test if the County is satisfied the employee does not present an immediate danger to himself or others. If the test results are negative the employee will be returned to work with no loss of pay or seniority.
- F. In the case of testing after an accident, if the employee requires medical attention, necessary medical attention will not be delayed in order to collect the specimen. The employee must provide the necessary authorization for the County to obtain hospital tests, records or other reports, including reports from law enforcement authorities, that would indicate whether there were any drugs/alcohol in the employee's system and the levels of those substances present. If the employee refuses, the employee may be disciplined up to and including discharge.
- G. Employees and applicants are required to cooperate in the collection procedures and comply with the requests of the County, collection facility and others in implementing the Policy. A failure or refusal to cooperate may result in discipline up to and including discharge for an employee; or the denial of employment to an applicant.

IV. TESTING PROCEDURES

- A. Urine samples will be tested to detect the presence of drugs. Breath samples will be taken for detecting the presence of alcohol. Blood samples may be analyzed for the presence of drugs or alcohol in appropriate circumstances.
- B. Samples will first be run through an initial screening test. Cut-off levels used for drugs will be those recommended by the Department of Health and Human Services under Department of Transportation regulations. Other testing levels for drugs will be those recommended by the laboratory. All alcohol screening tests indicating a .04% BAC will be confirmed through a second breath test.
- C. All initial drug tests recording a positive result will be confirmed positive through a second test using gas chromatography/mass spectrometry. All alcohol tests indicating a .04% BAC will be confirmed through another breath test which will be reported as positive at .04%.

V. TEST RESULTS AND EMPLOYMENT STATUS

- A. All confirmed positive drug test results will be referred to a Medical Review Officer

(MRO) for analysis and confirmation of the positive result. The MRO will review the results and documentation and attempt to contact the employee or applicant to discuss the results. The employee can offer any information to the MRO to rebut or explain the results of the drug test. The MRO will decide whether or not to confirm the drug test result as positive and report the results, after his review, to the County.

- B. An employee will receive written notification of the test result, including a copy of the notification received in the case of a positive test, and the action to be taken by the County based on those results.
- C. The County will deny employment to any applicant testing positive. Should an applicant denied employment due to a positive test result subsequently reapply for a job opening, the County will consider the application only if all of the following conditions are met by the applicant. The applicant must have participated in and successfully completed a recognized evaluation program and any recommended treatment; provided the County with documentation of the same; continue with any recommended follow-up and after-care monitoring program and provide the County with the necessary consent to allow access to the relevant medical information to assure compliance; and pass a drug/alcohol test prior to hire. If hired, the individual will be required to submit to follow-up testing provisions as well as the other testing provisions of this program. Any positive test will result in the employee's discharge.
- D. An employee testing positive may be disciplined up to and including discharge. An employee shall be given the opportunity to participate in an evaluation program and any treatment program recommended by the evaluator in lieu of discharge, but this opportunity shall be granted only when the incident is the employee's first violation of the Substance Abuse Policy. Any subsequent violations of the policy will result in the employee's discharge. Therefore, if an evaluation, after an employee's first violation, determines that the violation occurred due to a drug or alcohol addiction requiring treatment, and treatment is recommended, the employee will be given one opportunity to participate in and successfully comply with the recommended treatment in lieu of discharge. If sale or possession of illegal drugs has occurred, no opportunity for evaluation or treatment will be provided.

Employees who admit to a problem with drug or alcohol use and request assistance through evaluation and treatment before a violation of this Policy or a violation of other work rules or policies justifying discharge occur will be allowed the opportunity to participate in and successfully comply with evaluation and recommended treatment. Should this employee subsequently admit renewed use prior to a violation of this Policy, or violation of other work rules or policies justifying discharge, this employee will be given a final opportunity to participate in and successfully comply with evaluation and recommended treatment. No other opportunities for evaluation and treatment will be provided. Any subsequent violations of the Policy or other work rules or policies justifying discharge will result in discharge.

VI. EVALUATION AND TREATMENT OPPORTUNITY

- A. If the County provides an employee the opportunity to participate in an evaluation and recommended treatment, the employee must comply with the provisions of this paragraph as well as the other provisions of this Policy to continue in employment with the County. The cost of evaluation and treatment will be borne by the employee or applicant. Employees participating in the County sponsored health plan may have access to coverage for evaluation and/or treatment according to the terms of that plan and should consult the plan documents for coverage.
- B. The employee must cooperate in, comply with and successfully complete the evaluation and any recommended treatment program. A refusal or failure to cooperate in, comply with or successfully complete the evaluation and any recommended treatment and follow-up or after-care monitoring will subject the employee to discipline up to and including discharge.
- C. If a leave of absence is necessary to participate in the treatment, such leave will be accorded the employee for a reasonable and medically necessary period of time. Upon the advice and recommendation of the evaluator and treatment professional that an employee be returned to work during participation in the evaluation and treatment, the County, with the aid of the evaluator and treatment professional, will determine if the employee can be returned to his or her job without posing a health or safety risk to the employee or others. The Employee will be required to pass an alcohol/drug test before being allowed to return to work. Employees continuing in employment during participation in evaluation and treatment will be expected to meet existing job performance standards and established work rules and policies, including this Substance Abuse Policy. Employees unable to do so will be disciplined or discharged as circumstances warrant.
- D. Any employee participating in an evaluation and/or treatment program will consent to the release of necessary information to the County in order for the County to monitor the employee's compliance with this Substance Abuse Policy and the conditions of the evaluation and treatment. If the County is notified by the evaluator or treatment provider that the employee is not complying with the terms of the evaluation and/or treatment, the employee may be disciplined up to and including discharge. Compliance includes regular attendance at meetings and sessions as required by the evaluator and/or treatment provider.
- E. Employees participating in or completing evaluation and/or treatment will be required to submit to follow-up testing in accordance with the terms of the Substance Abuse Policy. Any positive test will result in the employee's discharge.
- F. The Union shall be held harmless for implementation and application of this substance abuse policy, except as to mistakes made by Union Representatives.

VII. INVALID TEST RESULTS

- A. In the event any sample taken is found to be invalid or unreliable due to circumstances unrelated to the conduct of the employee or applicant, the employee or applicant may be required to provide a new sample for testing. All provisions of the policy will apply as if it were the initial request for testing.
- B. If the sample is determined to be invalid or unreliable due to circumstances related to the employee's or applicant's conduct, the employee may be disciplined up to and including discharge or the applicant will be denied employment.
- C. If the County is in need of a medical opinion to determine whether the invalid results were due to the employee's or applicant's conduct, the employee or applicant will be required to cooperate in appropriate medical evaluation to make that determination. A failure or refusal to do so will result in discipline up to and including discharge or denial of employment to an applicant.

VIII. INTEGRITY, RELIABILITY AND CONFIDENTIALITY

- A. Collection of samples will be made at a collection site which will follow recognized procedures regarding collection, sealing, labeling, documenting and transporting the samples to the designated testing laboratory.
- B. The testing will be performed by a competent and reputable laboratory certified by the Substance Abuse and Mental Health Services Administration and any other state or federal agency whose approval or licensing is required.
- C. Collection site, clinic and laboratory personnel will be responsible for completing appropriate chain of possession documentation and ensuring that the proper procedures are followed to protect the integrity of the samples and the reliability of the test results.
- D. The County respects the confidentiality and privacy rights of all of its employees. Accordingly, the results of any tests administered under this Policy or the identities of any employees participating in an evaluation or treatment program will not be revealed to anyone without the express written consent of the employee, except where otherwise privileged.
- E. Any employee or applicant desiring to obtain and/or review the results of any drug/alcohol test required by the County for him or herself may do so by making a written request for the same within seven (7) working days of the employee's receipt of the notification of the test results. All such requests must be in writing and signed by the employee or applicant tested.

IX. PRESCRIPTION AND NON-PRESCRIPTION MEDICATIONS

- A. An employee or applicant will be asked during the testing procedure to reveal any prescription or non-prescription medications the individual has taken. Such medications may be detected in the testing procedure and reported in the test results. The employee may be required to provide information that the medication has been lawfully prescribed and the dosage and medical use for such prescription. This information will not be revealed to the County unless necessary to protect the health and safety of the employee or others. It will be used by the laboratory and MRO in analyzing the results of the test.
- B. If an employee is taking a prescription or non-prescription medication which may impair the employee's ability to safely and adequately perform the job duties of his or her position, the employee must report such impairment to the County. It is the employee's responsibility to consult with his/her physician to determine the effect, if any, the use of a prescribed medication may have on that employee's ability to safely and efficiently perform the duties of his/her position.
- C. Medications prescribed for another individual or not used according to the prescription shall be considered to be illegally used and subject the employee to discipline up to and including discharge or an applicant denial of employment.

X. RULES REGARDING DRUGS AND ALCOHOL

- A. The County reserves the right to carry out any lawful searches of individuals and their personal effects on County property. Refusals to submit to a lawful search or testing will result in disciplinary action, up to and including discharge.
- B. It is prohibited for any employee to possess or use on County premises, which includes County vehicles, or on County time, any drugs, unless carried and used in accordance with a lawful prescription for the individual in possession; alcohol; or drug paraphernalia, except when acting in the course of their official duties.
- C. It is prohibited for any employee on the County premises or on County time to engage in work under the influence of or impaired by any substance.
- D. It is prohibited for any employee to be on work premises or perform work with drugs or alcohol present in their system as confirmed through a positive drug or alcohol test.
- E. It is prohibited for any employee to engage in any distribution, negotiation, barter or agreement regarding the sale or purchase of any illegal substance on County premises or on County time, except when acting in the course of their official duties. This includes, but is not limited to, any communication for this purpose via telephone or pager while on County premises or County time.
- F. It is prohibited for any employee to refuse to undergo drug/alcohol testing or refuse to

cooperate in any drug/alcohol testing procedures required by the County, or to otherwise fail or refuse to comply with requirements of the County's Substance Abuse Policy, as set forth therein.

- G. Any employee found in violation of any of the rules in B through F above may be disciplined up to and including discharge.
- H. Any employee convicted by a court of competent jurisdiction for the sale of or trafficking in illegal substances may be disciplined up to and including discharge. Conviction includes adjudication by plea of guilty or no contest.

NOTICE OF PRE-EMPLOYMENT DRUG TEST

The County is concerned with the health and safety of all of its employees. Consistent with this philosophy, the County is striving to create a "drug/alcohol free" work environment and to help resolve the widespread problem of substance abuse. **ALL JOB OFFERS WILL BE CONTINGENT UPON THE APPLICANT SUBMITTING TO A DRUG TEST. THE RESULTS OF THESE TESTS MUST BE NEGATIVE OR THE JOB OFFER WILL BE WITHDRAWN.** This drug test will require the applicant to provide urine samples, which will be tested for the presence of various controlled substances.

If a test is required, an applicant will be instructed where and when to report for the test. The applicant will be required to present picture identification and social security number. The applicant will be required to sign a form consenting to the collection and testing and the release of the results to the County. A failure or refusal to comply with the testing requirements and procedures will result in denial of employment.

Within seven (7) working days after being informed of the disposition of the employment application, an applicant may request the test results in writing.

PREEMPLOYMENT NOTICE

NOTIFICATION OF TEST RESULTS

Certified Mail
Return Receipt Requested

[Employee/Applicant]
[Address]

Dear [Employee/Applicant]:

On [date], you were requested to undergo a [drug/alcohol] test to determine your qualification for [continued] employment with the County.

We have received the confirmed results of the [urine/breath] test and it indicates a positive finding for the presence of [indicate what substances -- drugs/alcohol]. Consistent with established policy and procedure, a positive test result disqualifies you from employment at the County. Therefore, effective [date], [your employment] [consideration of you for employment] at the County [has been terminated/ or you are being offered the opportunity to undergo evaluation and treatment].

Sincerely,

Walworth County

[County's Agent]

RESULTS NOTIFICATION

SUPERVISOR'S REPORT OF OBSERVATIONS -- REASONABLE SUSPICION

Employee Information

Employee: _____ Date: _____

Location: _____ Time: _____

Observations

Odor on Breath/Clothing

Alcohol - Breath Strong Slight None
Marijuana - Breath Strong Slight None

Eyes:

Bloodshot Glassy Watery Dilated pupils
 Fixed pupils Droopy Closed

Speech:

Loud Mumbling Incoherent Rapid
 Confused Slow Slurred Stuttering
 Whispering Slobbering Rambling Other _____

Attitude:

Excited Talkative Hyperactive Bursts of Laughter Erratic
 Indifferent Lethargic Silent Sleepy Submissive
 Crying Insulting Cocky Profane Sarcastic
 Fighting Hostile Irritable

Walking/Balance:

Staggering Stumbling Bumping into objects Falling
 Sagging at the knees

Face/Skin:

Flushed Pale Sweaty Clammy Dry mouth
 Dry nose Dry lips Bloody nose Runny nose

Appearance/Clothing:

Partially dressed Messy
 Stains on clothing Dirty

Movements:

Fumbling Jerky Slow Nervous Hyperactive

OBSERVATIONS

Other Circumstances

Accidents: _____

Injuries: _____

Illnesses: _____

Excessive/Pattern Absenteeism: _____

Excessive/Pattern Tardiness: _____

Misconduct: _____

Horseplay: _____

Other Marked Behavioral Changes or Physical Changes: _____

Decline in Productivity: _____

Indicate any other unusual actions or statements: _____

Signs or complaints of illness or injury: _____

Additional Comments: _____

Employee admits drug use or alcohol impairment or influence: _____

Action Taken: _____

Supervisor: _____

Signature: _____

Date: _____

Time: _____

Union Steward Notified: _____
[If Applicable]

Witnesses:

OBSERVATIONS CONTINUED

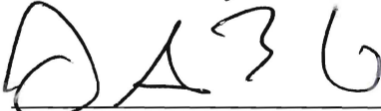
EXHIBIT "F"

**GRIEVANCE SETTLEMENT AGREEMENT
DEPUTY SHERIFFS ASSOCIATION**

1. The Union agrees to withdraw, with prejudice, any and all grievances over the use of any type of paid leave on a holiday.
2. The Union agrees to accept the County's termination of past practice with regard to the use of any type of paid leave on a holiday.
3. Any use of benefit time to substitute for an employee's scheduled work day on an observed holiday, with the exception of sick leave as defined in Article XI, shall not be allowed to be substituted on a holiday unless specifically defined in Article VIII. The issue of the use of sick leave on a holiday is addressed in item 4 below.
4. The Union's agreement to accept the County's termination of past practice, as set forth in item 2 above, includes the use of sick leave on a holiday. The County will administer its payroll in a manner that will not permit sick leave to be substituted on a holiday. Nothing herein shall prohibit the Union from grieving this issue; however, the Union shall be precluded from citing past practice in any arbitration or proceeding.

Dated this 16th day of July, 2014.

Walworth County



County Administrator


Undersheriff

Walworth County

Deputy Sheriffs Association

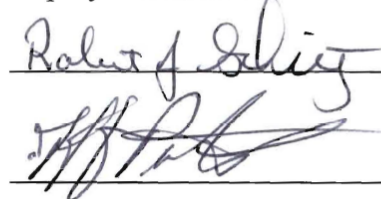


EXHIBIT "G"

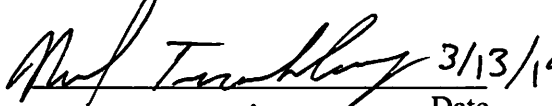
Boat Patrol Side Letter of Agreement

The Walworth County Deputy Sheriff's Association ("Association") and the County of Walworth ("County") agree that deputies in the bargaining unit may be used to staff the boat patrol operated by the County under a contract with the Town of Whitewater subject to the following terms:

- (1) The Association agrees that the Sheriff can hire and staff the boat patrol with limited term employees who are not in the bargaining unit. How the boat patrol is staffed is entirely at the Sheriff's discretion.
- (2) Any available shifts and/or overtime opportunities will first be made available to the limited term employees referenced in paragraph (1).
- (3) In the event that a boat patrol shift or an overtime opportunity remains available, after having been offered to the limited term employees, the Sheriff may then offer the overtime opportunity and/or shift to the bargaining unit employees.
- (4) The decision to accept this work is voluntary and rests entirely with the deputy in the bargaining unit. Available shifts and/or overtime opportunities shall be awarded to bargaining unit deputies based on seniority within the pool of volunteers.
- (5) The parties agree that any such overtime shall be offered to the bargaining unit employees in the same manner as provided under Article VII of the current collective bargaining agreement.
- (6) Deputies shall be paid at their overtime rate when working in the boat patrol.

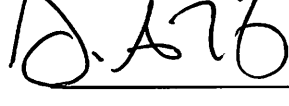
This side letter shall remain in effect until modified or eliminated from the collective bargaining agreement.

For the Association



Neil Trumbly
President
Date 3/13/19

For the County



Date 3/12/19