

Agreement between
Jackson County - Wisconsin Professional Police Association

CORRECTIONAL
OFFICERS
&
DISPATCHERS

And

JACKSON COUNTY

January 1 – December 31

2009, 2010, 2011

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AGREEMENT

This Agreement is made and entered into by and between Jackson County, Wisconsin, a Municipal Corporation, hereinafter called the "Employer", and the Law Enforcement Employee Relations Division of the Wisconsin Professional Police Association, for and on behalf of the Jackson County Correctional Officers and Dispatchers Association, hereinafter called the "Association."

ARTICLE I – RECOGNITION

Section 1: The Employer hereby recognizes the Association as the exclusive bargaining agent for the purpose of conferring and negotiating on questions of wages, hours, conditions of employment and the adjustment of employee complaints and employee grievances for all regular employees of the Correctional Officers and Dispatchers Divisions of the Jackson County Sheriff's Department, excluding the Sheriff, the Undersheriff, supervisory employees, clerical employees, temporary and all other employees.

Section 2: The Employer or its duly authorized representatives will meet with the duly selected Association Contract and/or Grievance Committee within a reasonable time following a request for a meeting, in writing, indicating the meeting's purpose and the items to be discussed. A "reasonable time" shall not be less than five (5) calendar days, unless otherwise mutually agreed to. The Association shall keep the Employer currently informed as to its officers, committees, and committee members.

Section 3: The Employer agrees that each month it will deduct from the pay of all collective bargaining unit employees the dues as established by the Association, which shall be a "fair share" amount for servicing the contract. The amount of such dues shall be certified to the Employer by the Treasurer of the local Association. Any change in this amount shall be certified to the Employer at least thirty (30) calendar days prior to implementation. Deductions made by the Employer shall be forwarded monthly to the Treasurer of the local Association. Should the Employer be named as a defendant in a lawsuit challenging the validity of the fair share agreement, the collective bargaining representative shall indemnify and save the Employer harmless against any and all attorneys fees, claims, demands, suits, orders, judgments, or other forms of liability against the Employer that arises out of the Employer's compliance with this fair share agreement.

The Association, as the exclusive representative of all the employees in the bargaining unit, will represent all such employees, Association and non-Association, fairly and equally, and all employees in the unit will be required to pay, as provided in this Article, their proportionate share of the costs of representation by the Association. No employee shall be required to join the Association, but membership in the Association shall be made available to all employees who apply consistent with the Association constitution and by-laws. No employee shall be denied Association membership because of race, creed, color or sex. Hereinafter the term "Bargaining Unit Member," "Bargaining Unit Employee," and "Association Member" shall be derived to include all employees covered by this Agreement.

ARTICLE II – MANAGEMENT RIGHTS

Section 1: Except to the extent expressly abridged by a specific provision of this Agreement, the County reserves and retains, solely and exclusively, all of its Common Law, Statutory, and inherent rights to manage its own affairs. Such rights include, but are not limited to the following:

- A. To direct all operations of the County;

- B. To establish work rules and schedules of work;
- C. To hire, promote, transfer, schedule and assign employees in positions within the County;
- D. To suspend, demote, discharge and take other disciplinary action against employees;
- E. To relieve employees from their duties;
- F. To maintain efficiency of County operations;
- G. To take whatever action is necessary to comply with State or Federal law;
- H. To introduce new or improved methods or facilities;
- I. To change existing methods or facilities;
- J. To determine the kinds and amounts of services to be performed as pertains to County operations; and the number of positions and kind of classifications to perform such services;
- K. To contract out for goods or services;
- L. To determine the methods, means and personnel by which County operations are to be conducted;
- M. To take whatever action is necessary to carry out the functions of the County in situations of emergency.

Nothing herein contained shall divest the Association from any of its rights under Wisconsin Statutes, Section 111.70 as amended.

ARTICLE III – GRIEVANCE PROCEDURE

Section 1: A grievance is defined as any difference or dispute regarding the interpretation, application or enforcement of the terms of this Agreement. The grievance procedure shall not be used to change existing wage schedules, hours of work, conditions of employment and fringe benefits.

Section 2: The failure of the party to file or appeal a grievance in a timely fashion as provided herein shall be deemed a settlement and waiver of the grievance. The party who fails to receive a reply in a timely fashion shall have the right to automatically proceed to the next step of the grievance procedure. However, it is impossible to comply with the time limits specified in the procedure because of lack of work schedules, illness, vacation, etc., these limits may be extended by mutual written consent.

Section 3: Any grievance shall be considered settled at the completion of any step in the procedure if all parties concerned are mutually satisfied. Dissatisfaction is implied in recourse from one step to the next.

Section 4 - Steps in the Procedure:

Step 1: The employee, individually or with an Association representative, shall present and discuss the written grievance with the employee's immediate non-union supervisor within ten (10) calendar days of the date the employee knew or should have known of the matter giving rise to the grievance. The supervisor shall discuss the grievance with the Chief Deputy or Sheriff and shall inform the grievant and Association Steward of the decision in writing within ten (10) calendar days after the receipt of the written grievance. In the event of a grievance, the grievant shall continue to perform his/her assigned task and grieve his/her complaint later.

- A. If a grievance is a disciplinary action grievance, Step 1 is deemed waived and the grievance shall move to Step 2.

Step 2: If a grievance is not settled satisfactorily at Step 1, it shall be presented in writing within ten (10) calendar days after the receipt of the decision in Step 1 to the Personnel Department. The Personnel Director will discuss the grievance with management and union and shall inform the grievant and Association Steward of a decision in writing within ten (10) calendar days after the discussion with management and the union.

Step 3: If a grievance is not settled satisfactorily at Step 2, it shall be presented in writing, to the Chief Deputy within ten (10) calendar days after receipt of the decision in Step 2. The Chief Deputy will present the grievance to the Law Enforcement Committee of the Jackson County Board for consideration at its next regularly scheduled meeting, the grievant, with such Association representation as he/she desires, shall meet with said Committee to discuss the grievance. The committee shall respond, in writing, to the grievant and Association Steward within ten (10) calendar days following said meeting. The Association will reply, in writing, within thirty (30) calendar days of receipt of the Committee's written response, indicating whether or not they wish to drop the grievance or proceed to final and binding arbitration.

Step 4: Any grievance, which cannot be settled through the above procedure, may be submitted to final and binding arbitration as follows: The parties shall first attempt to mutually agree on the selection of a Wisconsin Employment Relations Commission (WERC) staff member to serve as arbitrator. If the parties are unable to agree, the WERC shall appoint a member of its staff to serve as arbitrator. The decision of the arbitrator shall be limited to the subject matter of the grievance. The award of the arbitrator shall not add to nor delete from the express terms of the contract. Both parties shall share equally the costs and expenses of the arbitration proceedings, if any, including transcript fees and fees of the arbitrator.

ARTICLE IV – DISCIPLINE AND DISCHARGE

The County shall have the right to discipline, demote, suspend or discharge any employee for just cause. Any such disciplinary action shall be communicated in writing to the affected employee and the union representative. Such written communication shall set forth specifics upon which the discipline is based.

ARTICLE V – SENIORITY

Section 1 – Department Seniority Defined: Seniority is the continuous service of an employee with the Employer compiled by time actually spent on the payroll, plus properly approved absences. Seniority shall accrue from the first day of employment within the bargaining unit. Employment, for the purposes of determining seniority, shall include time for vacations, leaves of absence properly applied for and granted, layoffs up to one (1) year, compulsory military service prescribed by law, illness or accident under the sick leave provisions hereinafter set forth, or by mutual agreement between the Employer and the Association.

Seniority shall be determined within classification of the Correction Division, by rank, and by date of promotion.

Section 2 - Seniority Classifications: For the purpose of seniority rights there shall exist separate classifications as follows:

1. Correctional Officer – Male
2. Correctional Officer – Female
3. Dispatcher

4. Floaters (Corrections and Dispatch)

Section 3 – Loss of Seniority: Seniority in the employment relationship shall be broken and terminated if an employee: (1) quits (2) is discharged for just cause (3) is absent from work without justification for three (3) consecutive working days without notification to the County; (4) is laid off and fails to report to work within ten (10) working days after having been recalled by registered mail; (5) is absent from work for any reason(s) for twenty-four (24) months; (6) fails to report for work at the termination of a leave of absence or after expiration of a vacation period or period for which Worker's Compensation was paid; (7) if an employee on a leave of absence for personal or health reasons accepts other employment without permission or (8) if employee is retired.

Section 4 – Probationary Status: All new employees shall serve a probationary period of one (1) year, during which time they may be discharged by the Employer without recourse to this agreement or to the grievance procedure. For the purpose of this Agreement, a new employee shall be defined as a person newly hired by the Department. Upon satisfactory completion of said probationary period, the employee's seniority shall date back to the original date of hire. During the probationary period, the newly hired employees shall accumulate vacation benefits, but they may not be used. However, sick leave may be used in a minimum of quarter (1/4) hour increments as accrued during probation.

Section 5 – Layoffs:

- (a) When it becomes necessary to reduce the number of employees, the emergency, special, temporary, part time or provisional employees, if any, shall be dismissed first, and thereafter employees shall be dismissed in the order of the shortest length of service in the Department, unless the Department can demonstrate that the efficiency of the Department will be affected by so doing.
- (b) An employee dismissed pursuant to this section shall be eligible for re-employment for a period of two (2) years after date of dismissal. If any vacancy occurs, or if the number of employees is increased within the employee's classification, such vacancy or new position shall be filled by such eligible employees based upon seniority, provided the senior employee is qualified for the position
- (c) In the event of a lay-off, the Employer shall give the affected employee a two (2) week notice thereof.

ARTICLE VI – JOB POSTING

Section 1: It will be the policy to fill positions with the most qualified candidate. Whenever a vacancy occurs, or a new position is created within the bargaining unit, said vacancy or new position shall be posted for seven (7) consecutive days in overlapping weeks to include the weekend. Said posting shall contain the date, title of the position, rate of pay and qualifications necessary for the position. Each bargaining unit employee interested in applying for the job shall sign his/her name on the posting indicating such interest.

Section 2: The following is the process that shall be followed in selecting a person to fill the position.

- a) Qualified persons signing the posting and any outside applicants shall be required to take a written competitive examination from the State of Wisconsin, if applicable to position posting requirements.
- b) All persons exceeding a cutoff score established by the employer shall be invited to an oral interview to be conducted by members of the Law Enforcement Committee, the

Personnel Director and a representative of Sheriff's Department management. In addition to those exceeding the cutoff score, any other current employees of the bargaining unit shall be invited to participate in the oral interview.

- c) Upon completion of the oral interview, an additional five (5) points shall be added to the oral interview score of all current employees of the bargaining unit.
- d) All scores shall be converted to a percentage of the total possible score. The scores of the written examination and oral interview shall then be combined with a weight of 40% on the written examination and 60% on the oral interview.
- e) The names of the top three (3) candidates shall then be given to the Sheriff for his/her final decision. The Sheriff may reject candidates for cause and in such case the next highest ranking candidate shall be added to the final list. In the event that more than one position is being filled, an additional name shall be added to the list of three (3) for each additional opening. In any case of a tie throughout the process, a current bargaining unit member shall be given priority. In any case of a tie throughout the process among bargaining unit members, the bargaining unit member with the most seniority shall be given priority.

Section 3: Successful bargaining unit applicants shall be allowed up to twelve (12) months to satisfactorily perform the work on an awarded position. Bargaining unit members not able to satisfactorily perform the work of an awarded position within the period granted should be returned by the Employer to the position formerly held. If the successful bargaining unit applicant is not satisfied with the new position, he/she may return to the position formerly held within thirty (30) calendar days with his/her wages determined as if he/she had never left the former position.

Section 4: The Employer shall have the right to make temporary assignments to positions which are temporarily vacant because of recruitment, posting, vacations, absenteeism, sickness, injury and professional schooling.

ARTICLE VII – HOURS OF WORK

SHIFTS

Section 1: The normal work schedule for Correctional Officers and Dispatchers shall be (5-2, 5-3): five (5) days on duty followed by two (2) days off duty, followed by five (5) days on duty followed by three (3) days off duty.

Correctional Officers and Dispatchers

A. 7:00 A.M. to 3:00 P.M.

B. 3:00 P.M. to 11:00 P.M.

C. 11:00 P.M. to 7:00 A. M.

D. B/A This is a split shift on which an employee works the first half (1/2) of his/her cycle on "B" shift and the last half (1/2) of his/her cycle on "A" shift.

E. A/B This is a split shift on which an employee works the first half (1/2) of his/her cycle on "A" shift and the last half (1/2) of his/her cycle on "B" shift.

Floater

There will be up to three (3) floater positions in each division. These positions are utilized to fill vacancies in the regular monthly work schedule to accommodate the agencies staffing needs and benefited time for all employees covered under this collective bargaining agreement.

Floater will be on the same rotation as currently outlined in the contract. The scheduling cycle will not be disrupted to affect regular days off. The Float positions are created for roving and subject to being changed on the schedule by a supervisor based upon the scheduling needs of the agency. Employees in these positions shall be given a five (5) day notice in the event of a schedule change. The floater positions are not subject to the 18-day rule as outlined in Article VII, Section 5 or any other portion of the contract where 18 day rule language is applied.

Section 2: Employees shall be granted a thirty (30) minute paid meal period, as close as reasonably possible to the middle of the shift and shall also be granted two (2) ten (10) minute breaks, one in each half of the shift.

Section 3: All employees shall receive time and one-half (1 ½) pay for all work in excess of eight (8) hours per day, and for all hours worked in excess of their regularly assigned schedule. Time and one-half (1 ½) shall not be paid in such cases upon mutual agreement of the affected employee and the Employer. Overtime shall be worked only with the prior approval of the Sheriff or his designee. All overtime worked shall be compensated for at time and one-half (1 ½) or compensatory time off at the time and one-half (1 ½) rate, at the discretion of the employee, subject to the approval of the Sheriff or his designee. No employee shall accumulate more than twenty four (24) hours of compensatory time.

Section 4: Employees covered by this Agreement who are called to duty, per supervisory authority, outside their regular schedule of hours, or who report to work as scheduled and are sent home, shall receive a minimum of two (2) hours of pay at time and one-half (1 ½).

Section 5: Correctional Officers and Dispatchers shall have the opportunity to rotate their respective shifts, based on seniority, on a yearly basis, changing during the first full pay period of February of each calendar year. Not less than ten (10) days prior to shift change, said officers shall be given an opportunity to select which shift they wish to work. The work schedule for the fifteen (15) day period the annual shift change of each calendar year may be adjusted by the employer in order for the transitions to occur. The employer will schedule all employees for no more than ten (10) and no less than nine (9) shifts at the straight time rate during the fifteen (15) day periods. Any shifts scheduled beyond ten (10) shifts shall be at the overtime rate with the exception of the first day of the fifteen (15) day periods, wherein an assignment may be more than an eight (8) hour shift due to the transition. Shift assignments shall be made consistent with said selections. However, the Employer may reassign employees for up to eighteen (18) days per calendar year to fill shifts which are temporarily vacant. Reassignments beyond eighteen (18) days per calendar year shall be compensated pursuant to Article VII, Section 4. In the event more officers select a shift than there are openings on such shift, seniority shall be the deciding factor.

Section 6: Probationary employee's, while in training programs, are waived from the 18 day shift assignment provision above.

ARTICLE VIII – VACATIONS

Section 1:

Regular, full-time employees earn and accumulate vacation as follows:

1. During the first through fifth years of service, twelve (12) days per year
2. During the sixth through the fifteenth years of service, eighteen (18) days per year
3. During the sixteenth through twentieth year of service, twenty (20) days per year

4. After the 20th year of service and each subsequent year twenty-five (25) days per year

Vacation shall not be taken in less than one-half (½) hour increments. Employees may carry over up to two hundred forty (240) hours (30 days) of vacation from calendar year to calendar year. Vacation may be taken as earned.

Section 2: The number of employees on vacation at any period shall be determined by the Sheriff and/or Chief Deputy. Choice of vacation time shall be requested in writing at least thirty (30) calendar days in advance of the commencement of the vacation. The written request shall be submitted to the employee's non-union supervisor or designee who shall approve or deny such request within six (6) calendar days. Each employee shall also post his vacation request on the Association bulletin board and within five (5) days thereof an employee of greater seniority within the respective seniority unit may claim part or all of the vacation time requested and the less senior employee shall select a different vacation period. Said approval or denial shall be determined on the issue of whether or not such request interferes with the Departmental program. Exceptions to time limits may be granted upon approval and in the sole discretion of the Sheriff and/or Chief Deputy.

Section 3: Holidays and off days shall not be considered as part of vacation. Should they occur during an employee's vacation they shall be granted credit for the same.

Section 4: Any employee who is laid off, retired, or resigns from the service of the Employer prior to taking vacation, shall be compensated in cash for the unused vacation accumulated at the time of separation; provided, however, that any employee who resigns must give the Sheriff or Chief Deputy and the Personnel Department two (2) weeks notice thereof to be eligible for said accrued vacation pay.

ARTICLE IX – PERSONAL DAYS

Personal Days are recognized in exchange for Holidays in this contract. Regular full-time employees are entitled to ten (10) personal days commencing January 1 and ending December 31 of each year. Personal days may be requested at the discretion of the employee with prior approval of the immediate supervisor. Up to five (5) personal days may be used on a regularly scheduled day off. No employee may use Personal Days for the purpose of achieving any overtime pay under this contract. Personal Days remaining on December 31 each year will be reimbursed in the form of cash payout at straight time to the employee the pay period following December each year.

- a) Ten personal days will be given to each employee the first day of each year to use throughout the year with prior approval by the employee's supervisor.
- b) For purposes of terminations, retirements, and hiring's, personal days will be pro-rated at 6.67 hours each month. This calculation is as follows: 80 hours of personal day time divide 12 months per year equals 6.67 hours per month. If an employee leaves before the 15th of the month they get ½ of that amount – if they leave after the 15th of the month they would get the full monthly accrual. This would also work for people getting hired – If they're hired before the 15th of the month they would get the full months accrual and if hired after the 15th they would get ½. For example an employee starts April 1st, he/she would be eligible for accruals from April through December based on this formula.
- c) Personal days are to be taken in a minimum of one hour increments.
- d) Employees on probation may utilize personal days.

ARTICLE X – SICK LEAVE

Section 1: Regular, full time employees accrue eight (8) hours (one day) per month sick leave. A maximum of ninety (90) days sick leave may be carried over from one calendar year to the next. Any excess accumulation of sick leave over the maximum of seven hundred twenty (720) hours (ninety (90) days) at the end of the calendar year will be compensated for at the rate of fifty percent (50%) during the first pay period of the following year. After payment, the employee affected will begin the year with an accumulation of seven hundred twenty (720) hours (ninety (90) days). An annual record of sick leave earned and used shall be kept, and this record shall be available to employees on request. Sick leave shall not be taken in units of less than one quarter hour.

Section 2: Sick leave shall begin on the first day of absence and shall continue until the employee returns to work or has used all accumulated sick leave. Sick leave shall not accrue during non-FMLA unpaid leaves of absence. Employees who are sick and unable to report to work shall notify the non-union supervisor or call dispatch at least one (1) hour before the start of the shift for all shifts. In the case of a physician defined emergency this section will not be applicable.

ARTICLE XI – FUNERAL LEAVE

Regular full-time employees shall be granted five (5) consecutive days paid leave in the event of the death of the employee's spouse. The employee may use three (3) consecutive days for funeral leave plus two (2) days of his/her accumulated sick leave.

Regular full-time employees shall be granted three (3) consecutive days paid leave in the event of the death of the employee's children, parents, brother or sister and one (1) day paid leave in the event of the death of an employee's grandparents, grandchildren, mother-in-law or father-in-law.

ARTICLE XII – RETIREMENT

Section 1: Employees shall retire as provided for by law.

Section 2: The Employer agrees to pay one hundred percent (100%) of the employee's share of the Wisconsin Retirement Fund.

ARTICLE XIII – INSURANCE

Section 1: Employees participating in the county health insurance plan shall contribute monthly premium towards the single and family premiums as follows:

January 1, 2009 – 8%

January 1, 2010 – 9%

January 1, 2011 – 11%

- A. The plan shall contain a minimum \$2,000,000 lifetime maximum limitation for employees within the bargaining unit.
- B. Employer retains the right to change the minimum prescription drug card co-payment to
Formulary Generic - \$15 Formulary Brand - \$30 Non-Formulary - \$50
In no event shall the charges for members exceed those charged to other County employees.

Section 2: The Employer agrees to enroll in the State of Wisconsin Life Insurance Plan during the term of this agreement. The Employer shall purchase for the employees, what is defined as the Basic Life Plan – coverage equal to 100% (one hundred percent) of the employee's prior year's WRS earnings. Any additional life insurance through the plan must be purchased at the

employee's own expense. The Employer shall pay the additional premium necessary to insure the employee to fifty (50%) percent of earnings for age sixty-seven (67) and over under the Wisconsin Life Insurance Plan.

Section 3 – Dental Plan: Employees shall be permitted to enroll at their own expense in the County's Dental Health Plan as provided to other employees. Employer retains the right to change the terms, conditions, and premiums for said plan at their sole discretion.

Section 4 – Section 125 Plan: Employees shall be entitled to participate in the County's Section 125 Plan without cost to the employee under the same terms and conditions as other employees. Additional services or policies offered by the County's Section 125 Plan shall be available to the employees under the same terms and conditions as that of other County employees.

Section 5 – Income Continuation Insurance: The Employer shall pay the base premium for Income Continuation Insurance as offered through the Wisconsin Department of Employee Trust Funds. Employees shall be entitled to purchase additional coverage at their own expense under the terms and conditions of said program.

ARTICLE XIV – UNIFORMS

The Employer agrees to furnish the first complete uniform as required by the Employer. The Employer will reimburse each employee up to Four Hundred Dollars (\$400) for annual uniform maintenance and replacement costs commencing on January 1 of each year via the Uniform Voucher system. In the event an employee terminates employment, the Employer shall be entitled to recover the appropriate prorated portion of said allowance. For purposes of computing any pro-ration of uniform allowance, if an employee terminates employment on the 14th or earlier in any month, he/she owes for the entire month and, if an employee terminates employment on the 15th or later, he/she owes nothing for that month. The Employer shall also replace or repair any clothing or items damaged in the line of duty, at the discretion of the Law Enforcement Committee. Anyone not completing the probationary period will be required to turn in said uniforms. The Employer operates the uniform allowance under a voucher system. Employees may order uniform articles through vendors and have the purchase amount be deducted from their employee account of \$400. Individual items purchased by the employee may be reimbursed through the voucher system by bringing in a receipt from the retail agency. Reimbursable items must go through the county voucher system. Items allowed for reimbursement by the county voucher system must be part of the required uniform list. Employees are not entitled to any monies in their voucher account at retirement or termination of employment and no monies will be paid out.

Dispatchers will not be required to wear a department uniform and, beginning 1-1-2008, will not be receiving the uniform allowance. Dispatchers will be dressed in apparel as designated by the county Chapter 4 Personnel Policy or department work rules.

ARTICLE XV – PRIVILEGES OF THE ASSOCIATION

Section 1: The Employer agrees to furnish and maintain a suitable bulletin board to be used by the Association for Association business only. The Association shall limit its postings of notices and bulletins to such bulletin board.

Section 2: The Association and its representatives may have the privilege of using the headquarters building at all reasonable hours for meetings concerning bargaining unit business,

provided that established procedure is followed in requesting such use and the Employer incurs no additional costs.

Section 3: Duly authorized representatives of the Association may be permitted to transact official bargaining unit business in the headquarters building; provided that this shall not interfere with or interrupt normal Department operations, and provided further that established procedure is followed in requesting such use.

Section 4: When bargaining meetings are scheduled, the number of Association officers permitted to attend during regular working hours shall be limited to one (1) employee from one (1) shift on duty.

Section 5: Employees are prohibited from using the Employer's office machines and supplies for the benefit of the Association without prior approval of the Sheriff or his/her designee.

ARTICLE XVI – VALIDITY

Should any portion of this Agreement be found to be in violation of any Federal or State law by a court of competent jurisdiction, such provision shall be immediately renegotiated and all other provisions of this Agreement shall remain in full force and affect.

ARTICLE XVII – WAGES

Section 1: SEE SCHEDULE A

Employees shall progress through the step plan system according to their length of service with the Employer. New employees shall be paid at the probationary rate during the probationary period and shall commence at Step "A" after one (1) year and shall thereafter receive a one step increase per each six (6) months of additional service.

Section 2: The reimbursement rate for meal expenses incurred by all officers outside Jackson County while in the performance of their official duties will be in accordance with the County policy.

Section 3: Employees working any of the evening hours of 11:00 P.M. through 7:00 A.M., shall receive a \$.10/hour (ten cent) night shift differential, effective at ratification date of this contract.

ARTICLE XVIII – WORK RULES AND MISC PROVISIONS

Section 1 – Work Rules: The Employer may establish reasonable work rules. Work rules are defined as anything an employee may be disciplined for. The Employer agrees to furnish each employee in the bargaining unit with a copy of the work rules. New employees shall be provided with a copy of the work rules at the time of hire. It is further agreed that management has an obligation to explain any rules and regulations to employee and accordingly it is also agreed that said employees shall sign an appropriate document indicating that such explanation has occurred. In the event of a conflict between the terms and conditions of this Agreement and any County or Department resolutions, ordinances, policies, or rules and regulations, the terms and conditions of this Agreement shall prevail.

Section 2 – Reasonableness: Any unresolved complaint as to the reasonableness of any new or existing rule, or any complaint involving discrimination in the application of new or existing rules shall be resolved through the grievance procedure.

Section 3 - Training: The County agrees that it will continue to assume full responsibility for training employees in the bargaining unit under the guidance of qualified personnel in the work

in which they are assigned. Each employee assumes full responsibility for learning and knowing material presented in training sessions and further agrees to maintain a level of professional competence and physical and mental fitness necessary to perform the work assigned. Each employee further assumes full responsibility for learning and knowing all of the rules and regulations, policies and procedures of the Department. Probationary employee's, while in training programs, are waived from the 18 day shift assignment provision above.

Section 4 – Evaluations: Evaluations are conducted annually (one time per calendar year).

Section 5 – Warnings: Documented verbal warnings shall be removed from employees personnel records after one year.

ARTICLE XIX – LEAVE OF ABSENCE

Section 1: Requests for leave of absence shall be submitted in writing by the employee to the Law Enforcement Committee of the Jackson County Board. The request shall state the reason for such request and the length of time required. The Law Enforcement Committee shall reply in writing within a period of ten (10) working days following its next regularly scheduled meeting as to whether or not the leave is granted and if not, the reasons thereafter. An employee, upon approval of the Law Enforcement Committee, may not be granted a leave of absence for attendance at conventions or other professional or technical meetings. No employee shall be absent when scheduled for duty without permission from the Sheriff or his designee. After three (3) days of absence unexplained satisfactorily to the Sheriff or his designee, the position may be declared vacant by the Sheriff, his designee, or the Law Enforcement Committee of the Jackson County Board. Except for leave authorized above for attendance at conventions or other professional or technical meetings, vacations, sick leave and other benefits may not accrue during an unpaid leave of absence. In no case shall a leave of absence be granted for the purpose of accepting other employment or self-employment.

Section 2 – Military Leave: Employees who are members of a military service shall be granted a leave of absence for any required annual tour of two (2) weeks. Employees called to active duty shall be granted a military leave of absence. Employees receiving leave for annual two (2) week tours shall be paid the difference between their military pay and the pay they would have normally earned had they worked for the County. An employee drafted or ordered into military service shall be entitled to return to his/her former job at the current rate of pay with no loss in seniority and benefits, providing said employee returns to work within ninety (90) days of discharge from mandatory service. Seniority shall accrue while in the service on active duty.

Section 3: For employees who have used all benefited time and are required to be absent due to extended illness, disability due to accident or pregnancy, the provisions of the State and Federal Family and Medical Leaves Act shall be utilized if applicable.

Section 4: All employees returning from leaves of absence for personal illness, accident or pregnancy, shall present a doctor's certification of their fitness to perform the essential functions of their jobs prior to returning to work.

ARTICLE XX – DURATION AND EXECUTION

Section 1: This Agreement shall be binding and in full force and effect from January 1, 2009 through December 31, 2011.

Section 2: Conferences and negotiations shall be carried on between the County and the Association as follows: In the event the parties to this Agreement have not agreed to a subsequent Labor Agreement by the expiration date defined above, this Agreement shall continue in full force and effect until a new Agreement is reached. Conferences and negotiations shall be carried on between the County and the Association as follows:

Step 1 - On or before July 15th of the expiration year of this Agreement, the Association shall notify the County of intent to open the Agreement for negotiations on a Successor Agreement.

Step 2 - The parties shall commence bargaining at a mutually agreeable date and time. Written proposals shall be exchanged at the first bargaining session.

Step 3 – The parties shall attempt to begin bargaining no later than September 15th of the expiration year of the Agreement.

This timetable is subject to adjustment by mutual written agreement of the parties consistent with the progress of negotiations.

ARTICLE XXI – NO STRIKE AGREEMENT

Section 1: Neither the Association nor any officers, agents or employees will instigate, promote, encourage, sponsor, engage in or condone any strike, slow down, concerted work stoppage, or any other intentional interruption of work during the term of this Agreement.

Section 2: Upon notification by the County to the Association that certain of its members are engaged in violation of this provision, the Association shall immediately, in writing, order such members to return to work, provide the County with a copy of such order, and a responsible official of the Association shall cooperate with local news media in publicly ordering the members to return to work. In the event that a strike or other violation not authorized by the Association occurs, the Association agrees to have a responsible official appear in the County and urge the members to return to work as promptly as possible. Failure of the Association to issue the order to take the action required herein shall be considered in determining whether or not the Association caused or authorized the strike.

Section 3: - Penalties:

- A. Any or all of the employee's who violate the provisions of this Section may be discharged or disciplined by the appropriate Committee, including the loss of compensation and the forfeiture of seniority, vacation benefits and holiday pay which would have accrued during the time of the acts described in Section 1 of this Article.
- B. The County, at its election, may seek payment of any liquidated damages owed under this provision in State suit proceeding.
- C. In addition to penalties provided herein, the Employer may enforce any other legal rights and remedies to which by law it is entitled.

ARTICLE XXII – ENTIRE MEMORANDUM OF AGREEMENT

This Agreement supersedes the previous Agreement between the County and the Association, and constitutes the entire Agreement between the parties. Any Amendment or Agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

The parties further acknowledge that during the negotiations which resulted in this Agreement, they each had the unlimited right and opportunity to make demands and proposals with respect to any subject and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the County and the Association for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any

subject or matter referred to or covered by this Agreement unless otherwise mutually agreed by the parties. If a law is changed that makes a change in this Agreement necessary, the parties may negotiate with respect to such changes.

ARTICLE XXIII – UNILATERAL RIGHTS

Rights claimed in this Agreement shall be consistent with those rights and responsibilities conferred upon the Employer and the Association by applicable State and Federal Statutes. Nothing contained in this Agreement shall be interpreted as granting to either party hereto authority to unilaterally establish any matter, which is a subject to collective bargaining pursuant to Wisconsin Statutes.

ARTICLE XXIV – AMERICANS WITH DISABILITIES ACT

The Association and the Employer recognize the legal obligation to make reasonable accommodation for all employees with disabilities as defined by the American with Disabilities Act, and §111.32, Wis. Stats. The proposed accommodation shall be the subject of bargaining with the Association prior to implementation, if it violates an employee’s contractual rights.

The Employer and the Association mutually agree that an employee who is a qualified individual with a disability as covered by the Americans with Disabilities Act is eligible for, upon request, reasonable accommodations as defined by the Act. The Employer may make reasonable and necessary accommodations, which do not impose an undue hardship as defined by the ADA including, but not limited to, modified work schedules or reassignment to a vacant position within or outside the bargaining unit.

In the event the employer must accommodate the disability of an applicant or an employee whose work is within the parameters of Article I Section 1 – Recognition, by modifying job responsibilities, job assignment or work schedule, it will inform the Association of the need and reasons of the accommodations to be made. No such accommodation made will be deemed an amendment of the terms of this agreement or otherwise be treated as preferential.

County of Jackson, By:

Jackson County Professional Police Association (JCPPA)
Local of the Law Enforcement Employee Relations Division
(LEER) of the Wisconsin Professional Police Association
(WPPA)

Dated this _____ day of _____, 2009.

SCHEDULE A - WAGES

2009 – 2010 - 2011

**CORRECTIONAL OFFICERS
AND DISPATCHERS**

2% - January 1 – 2009, 2010, 2011

	<u>PROBATION</u>	<u>ONE YR</u>	<u>THREE YR</u>	<u>FIVE YR</u>	<u>TEN YR</u>
1/1/2009	17.22	17.52	17.91	18.31	18.59
1/1/2010	17.56	17.87	18.27	18.68	18.96
1/1/2011	17.91	18.23	18.64	19.05	19.34

Dated _____, 2009

On Behalf of Jackson County WPPA

On Behalf of Jackson Cty Bargaining Committee

