



Judiciary and Law Enforcement Committee Agenda  
Kenosha County Administration Building  
2nd Floor Committee Room  
Wednesday, July 6, 2016 at 6:30 p.m.

NOTE: UNDER THE KENOSHA COUNTY BOARD RULES OF PROCEDURE ANY REPORT, RESOLUTION, ORDINANCE OR MOTION APPEARING ON THIS AGENDA MAY BE AMENDED, WITHDRAWN, REMOVED FROM THE TABLE, RECONSIDERED OR RESCINDED IN WHOLE OR IN PART AT THIS OR AT FUTURE MEETINGS. NOTICE OF SUCH MOTIONS TO RECONSIDER OR RESCIND AT FUTURE MEETINGS SHALL BE GIVEN IN ACCORDANCE WITH SECTION 2 C OF THE COUNTY BOARD RULES. FURTHERMORE, ANY MATTER DEEMED BY A MAJORITY OF THE BOARD TO BE GERMANE TO AN AGENDA ITEM MAY BE DISCUSSED AND ACTED UPON DURING THE COURSE OF THIS MEETING AND ANY NEW MATTER NOT GERMANE TO AN AGENDA ITEM MAY BE REFERRED TO THE PROPER COMMITTEE. ANY PERSON WHO DESIRES THE PRIVILEGE OF THE FLOOR PRIOR TO AN AGENDA ITEM BEING DISCUSSED SHOULD REQUEST A COUNTY BOARD SUPERVISOR TO CALL SUCH REQUEST TO THE ATTENTION OF THE BOARD CHAIRMAN

1. **CALL TO ORDER BY CHAIRWOMAN**
2. **CHAIRWOMAN COMMENTS**
3. **ROLL CALL**
4. **CITIZEN COMMENTS**
5. **SUPERVISOR COMMENTS**
6. **APPROVAL OF MINUTES FROM JUNE 1, 2016 AND JUNE 7, 2016**
7. **KENOSHA COUNTY SHERIFF'S DEPARTMENT DISCUSSION OF CORRECTIONS STAFF SCHEDULES**
8. **RESOLUTIONS FROM THE KENOSHA COUNTY SHERIFF'S DEPARTMENT:**
  - Cabaret License - Grumpy's Pub & Grill
  - FY2016 Law Enforcement Justice Assistance Grant (JAG)
  - Resolution to Approve the Successor Labor Agreement between the County of Kenosha and the Kenosha County Deputy Sheriff's Association

Documents: [GRUMPYS RESOLUTION.PDF](#), [JAG RESOLUTION.PDF](#), [DEPUTY RESOLUTION.PDF](#)

9. **ANY OTHER BUSINESS ALLOWED BY LAW**
10. **ADJOURNMENT**

A Quorum of Other Committees or of the County Board May be Present.

# KENOSHA COUNTY BOARD OF SUPERVISORS

## RESOLUTION NO.

Subject: <b>CABARET LICENSE –</b>  <b>Grumpy's Pub &amp; Grill</b>
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Original <input checked="" type="checkbox"/>	Corrected <input type="checkbox"/>	2 <sup>nd</sup> Correction <input type="checkbox"/>	Resubmitted <input type="checkbox"/>
Date Submitted: July 19 <sup>th</sup> , 2016		Date Resubmitted	
Submitted By: <b>Judiciary &amp; Law Enforcement Committee</b>			
Fiscal Note Attached <input type="checkbox"/>		Legal Note Attached <input type="checkbox"/>	
Prepared By: <b>Kenneth W. Weyker</b> Captain of Field Operations		Signature: 	

WHEREAS, the application of Patrick R. Maddox for a probationary cabaret license for Grumpy's Pub & Grill 28624 Wilmot Rd., Trevor WI 53179, in the Town of Salem, was made during the month of July 2015, was turned over to this office on February 23<sup>rd</sup>, 2016, and

WHEREAS, the establishment known as Grumpy's Pub & Grill was granted a Probationary Cabaret License per County Board Resolution on February 23<sup>rd</sup>, 2016, and

WHEREAS, the establishment known as Grumpy's Pub & Grill was found to be in conformity with County Ordinance # 8.02 governing it's conduct for a probationary period of the last 6 months.

NOW, THEREFORE BE IT RESOLVED, that a regular cabaret license, in lieu of a probationary cabaret license, be granted to Patrick R. Maddox, for Grumpy's Pub & Grill.

Respectfully Submitted,  
JUDICIARY AND LAW ENFORCEMENT COMMITTEE

	<u>Aye</u>	<u>No</u>	<u>Abstain</u>	<u>Excused</u>
_____ Supervisor Leah Blough, Chairman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Supervisor Boyd Frederick, Vice-Chairperson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Supervisor Greg Retzlaff	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Supervisor Mike Skalitzky	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Supervisor Jeff Wamboldt	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## *Tavern Review Report*

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*Grundv's Tavern*    *28624 Wilmot Rd. Salem*    *WI Town of*

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01/21/2016    2016-009939    Cabaret inspection. No violation observed.

**KENOSHA COUNTY  
BOARD OF SUPERVISORS  
RESOLUTION NO. \_\_\_\_\_**

<b>Subject: FY2016 Law Enforcement Justice Assistance Grant (JAG)</b>			
Original <input checked="" type="checkbox"/>	Corrected <input type="checkbox"/>	2 <sup>nd</sup> Correction <input type="checkbox"/>	Resubmitted <input type="checkbox"/>
Date Submitted: July 19, 2016		Date Resubmitted	
Submitted By: <b>Judiciary &amp; Law Enforcement Committee &amp; Finance/Administration Committee</b>			
Fiscal Note Attached X		Legal Note Attached <input type="checkbox"/>	
Prepared By: <b>Charles R. Smith, Chief Deputy</b>		Signature: <i>Charles R. Smith</i>	

WHEREAS, the Kenosha County Sheriff's Department has been awarded \$12,230 from the federal Law Enforcement Justice Assistance Grant (JAG) program through the US Department of Justice, Bureau of Justice Assistance, and

WHEREAS, these funds have been made available to the Kenosha County Sheriff's Department through a Memorandum of Understanding (MOU) of an agreed upon 60/40 split of the amount awarded to the City of Kenosha totalling \$30,574, and

WHEREAS, the funds earmarked for the Sheriff's Department will be used to purchase eleven conductive energy devices (CED) with accessories to continue the replace of older model CED devices, first purchased in year 2009, and

WHEREAS, this purchase plan has been so designated by the Sheriff for law enforcement purposes and the spending period for this award will expire September 2019, and

WHEREAS, the City of Kenosha is the fiduciary of this grant program, responsible for the application and subsequent financial and programmatic reporting to the federal Bureau of Justice Assistance and will, upon request, reimburse the Sheriff's Department for the expenditures herein, and

WHEREAS, this grant will not require a local match of funds, and

WHEREAS, this budget modification will not require any additional tax levy dollars.

NOW, THEREFORE BE IT RESOLVED, that the Kenosha County Board of Supervisors accept the 2016 JAG grant award of \$12,230; modifying revenue and expenditure as per the budget modification form, which is incorporated herein by reference.

BE IT FURTHER RESOLVED, that any unobligated grant funds remaining available at year end be hereby authorized for carryover to subsequent years until such time as the grant funds are expended in accord with the JAG grant requirements, and that the administration shall be authorized to modify the grant fund appropriation among various budget and expenditure appropriation units within the Sheriff's Department budget in accordance with all Federal and State regulations of the JAG program and in compliance with generally accepted accounting principles.

Note: This resolution requires No funds from the general fund. It increases revenues by \$12,230 and increases expenditures by \$12,230

<b>Subject: FY2016 Law Enforcement Justice Assistance Grant (JAG)</b>			
Original <input checked="" type="checkbox"/>	Corrected <input type="checkbox"/>	2 <sup>nd</sup> Correction <input type="checkbox"/>	Resubmitted <input type="checkbox"/>
Date Submitted: July 19, 2016		Date Resubmitted	
Submitted By: Judiciary & Law Enforcement Committee & Finance/Administration Committee			

Respectfully Submitted,  
JUDICIARY AND LAW ENFORCEMENT COMMITTEE

	<u>Aye</u>	<u>No</u>	<u>Abstain</u>	<u>Excused</u>
_____ Supervisor Leah Blough, Chair	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Supervisor Boyd Frederick, Vice Chair	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Supervisor Greg Retzlaff	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Supervisor Micheal Skaltzky	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Supervisor Jeffrey Wamboldt	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

FINANCE/ADMINISTRATION COMMITTEE

	<u>Aye</u>	<u>No</u>	<u>Abstain</u>	<u>Excused</u>
_____ Supervisor Terry Rose, Chair	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Supervisor Ronald J. Frederick, Vice Chair	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Supervisor Jeffrey Gentz	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Supervisor Rick Dodge	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Supervisor Edward Kubicki	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Supervisor Daniel Esposito	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Supervisor Greg Retzlaff	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Kenosha County  
Administrative Proposal Form

<b>1. Proposal Overview</b>	
Division: <u>Law Enforcement</u> Department: <u>SHERIFF</u>	
Proposal Summary (attach explanation and required documents):	
A resolution to accept \$12,230 of grant funds offered through the federal Bureau of Justice Assistance Grant program (JAG).	
This is an annual formula grant offered to the City of Kenosha whereby the County of Kenosha is considered a disparate jurisdiction and can share the grant funds by and agreement between the City and County.	
The total funds offered to the City of Kenosha is \$30,574.	
This resolution recognizes \$12,230, a 60/40 split of the funds to be used for Law Enforcement Equipment. This money will be used to purchase TASER devices and accessories .	
Dept./Division Head Signature: <u>Charles R Smith</u>	Date: <u>6-20-16</u>
<b>2. Department Head Review</b>	
Comments:	
Recommendation: Approval <input type="checkbox"/> Non-Approval <input type="checkbox"/>	
Department Head Signature: <u>D J Bell</u>	Date: <u>6-21-16</u>
<b>3. Finance Division Review</b>	
Comments:	
Recommendation: Approval <input checked="" type="checkbox"/> Non-Approval <input type="checkbox"/>	
Finance Signature: <u>Jaurater</u>	Date: <u>6-21-16</u>
<b>4. County Executive Review</b>	
Comments:	
Action: Approval <input checked="" type="checkbox"/> Non-Approval <input type="checkbox"/>	
<u>J. Henry 6/21/16</u>	

**KENOSHA COUNTY EXPENSE/REVENUE BUDGET MODIFICATION FORM**

DEPT/DIVISION: **SHERIFF** 2016

PURPOSE OF BUDGET MODIFICATION (REQUIRED): Establish Revenue and Expenditure lines for the FY2016 US DOJ, Bureau of Justice Assistant, Byrne Memorial Justice Assistance Grant (JAG) award. The spending period terminates September 2019.

Purchase equipment; i.e. Tasers/accessories

(Kenosha County is a sub recipient of a total JAG award of \$30,574 awarded to the City of Kenosha.)

DOCUMENT # \_\_\_\_\_ G/L DATE \_\_\_\_\_

BATCH # \_\_\_\_\_ ENTRY DATE \_\_\_\_\_

ACCOUNT DESCRIPTION EXPENSES	(2)			BUDGET CHANGE REQUESTED		(7) ACTUAL EXPENSES	AFTER TRANSFER	
	FUND	BUSINESS UNIT	OBJECT	EXPENSE INCREASE (+)	EXPENSE DECREASE (-)		(8) REVISED BUDGET	(9) EXPENSE BAL AVAIL
Mach/Equip >\$100-\$5,000	100	21130	530050 JAG	12,230		0	12,230	12,230
EXPENSE TOTALS				12,230	0	0	12,230	12,230

REVENUES	(2)			REVENUE DECREASE (+)	REVENUE INCREASE (-)	ADOPTED BUDGET	CURRENT BUDGET	REVISED BUDGET
	FUND	BUSINESS UNIT	OBJECT					
JAG-US Dept of Justice	100	21130	442795		(12,230)	0	0	(12,230)
REVENUE TOTALS				0	(12,230)	0	0	0

COLUMN TOTALS (EXP TOTAL + REV TOTAL) 12,230 (12,230)

PREPARED BY: Nancy Otis  
 DIVISION HEAD: *Charles R. Smith* DATE: 6-20-16  
 DEPARTMENT HEAD: *W. B. ...* DATE: 6-21-16  
 FINANCE DIRECTOR: *...* DATE: 6-21-16  
 COUNTY EXECUTIVE: *...* DATE: 6-21-16

- Please fill in all columns:  
 (1) & (2) Account information as required  
 (3) & (4) Budget change requested  
 (5) Original budget as adopted by the board  
 (6) Current budget (original budget w/past mods.)  
 (7) Actual expenses to date  
 (8) Budget after requested modifications  
 (9) Balance available after transfer (col 8 - col 7).

SEE BACK OF FORM FOR REQUIRED LEVELS OF APPROVAL FOR BUDGET MODIFICATION.

## ABSTRACT

Kenosha County Sheriff's Department  
BJA FY2016 Edward Byrne Memorial- JAG Application  
GMS Application #2016-H3393-WI-DJ  
Project Title: Energy Device- inventory improvement and Traffic Safety  
Purpose Area: Law Enforcement  
Type of Program: Equipment

Total cost of project: \$12,230.00

Total request for federal funds: \$12,230.00

The FY2016 JAG program funding will provide the Sheriff's Department with (11) TASER® devices with Battery Pack and Holster; (18) extra Holsters, (15) additional Battery Packs

**Goal:** Increase, by eleven, the department inventory of the newer model of the T.A.S.E.R. conducted energy device (CED) with accessories.

An increase of (11) CEDs w/accessories will help to complete the exchange of the older X26 model T.A.S.E.R. CED.

### **Project identifiers associated with the project activities**

**Officer safety** – continue to assess benefits of improved models of the conductive energy devices to ensure that the officers have reliable equipment in order to safely and effectively fulfill their duties as a police officer.

**Less than Lethal** – the conducted energy device is one of the force continuum methods for use in the field providing both officer safety in response to an aggressive confrontation with an individual and provide citizen 'safety' in the resolution of the situation reducing the consequences of a serious injury.

**Conflict Resolution** – when a situation presents itself requiring progressive use of force to apprehend a person (suspect, or crowd control), the officer is primarily alone at the initial stage of the call, requiring de-escalation skills through conversation and may require use of force continuum when warranted. The conducted energy device is one technology used by Kenosha County Sheriff's Dept patrol deputies to gain control of a situation.

ed below are all jurisdictions in the state that are eligible for FY 2016 JAG funding, as determined by the JAG formula. For additional details arding the JAG formula and award calculation process, with examples, please refer to the updated JAG Technical report here: <https://www.bjs.gov/content/pub/pdf/jagp15.pdf> and current JAG Frequently Asked Questions here: <https://www.bja.gov/Funding/JAGFAQ.pdf> ling your jurisdiction:

Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county.

Eligible individual allocations are listed alphabetically below the shaded, disparate groupings.

Counties that have an asterisk (\*) under the "Eligible Individual Allocation" column did not submit the level of violent crime data to qualify for a ct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a part a the local jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample MOU is vided online at: <https://www.bja.gov/Funding/JAGMOU.pdf>. Disparate jurisdictions do not need to abide by the listed individual allocations, ch are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible it Allocation and for documenting individual allocations in the MOU.

State	Jurisdiction Name	Government Type	Direct Allocation	Joint Allocation
WI	BROWN COUNTY	County	\$10,094	
WI	GREEN BAY CITY	Municipal	\$56,577	\$66,671
WI	DANE COUNTY	County	*	
WI	MADISON CITY	Municipal	\$96,148	\$96,148
WI	EAU CLAIRE COUNTY	County	*	
WI	EAU CLAIRE CITY	Municipal	\$12,544	\$12,544
WI	FOND DU LAC COUNTY	County	*	
WI	FOND DU LAC CITY	Municipal	\$17,518	\$17,518
WI	KENOSHA COUNTY	County	*	
WI	KENOSHA CITY	Municipal	\$30,574	\$30,574 ✓
WI	LA CROSSE COUNTY	County	*	
WI	LA CROSSE CITY	Municipal	\$13,422	\$13,422
WI	MARATHON COUNTY	County	*	
WI	WAUSAU CITY	Municipal	\$10,679	\$10,679
WI	MILWAUKEE COUNTY	County	*	
WI	MILWAUKEE CITY	Municipal	\$915,769	
WI	WEST ALLIS CITY	Municipal	\$22,163	\$937,932
WI	OUTAGAMIE COUNTY	County	*	
WI	APPLETON CITY	Municipal	\$21,614	\$21,614
WI	RACINE COUNTY	County	*	
WI	RACINE CITY	Municipal	\$36,133	\$36,133

GMS APPLICATION NUMBER 2016-H3393-WI-DJ

BJA FY 2016 EDWARD BYRNE MEMORIAL  
JUSTICE ASSISTANCE GRANT (JAG) PROGRAM  
INTERGOVERNMENTAL AGREEMENT

By And Between

THE CITY OF KENOSHA, WISCONSIN,  
A Wisconsin Municipal Corporation,

and

THE COUNTY OF KENOSHA, WISCONSIN,  
A Wisconsin Quasi-Municipal Corporation

THIS AGREEMENT is made and entered into by and between the CITY OF KENOSHA, WISCONSIN, a Wisconsin municipal corporation organized and existing under the laws of the State of Wisconsin, and with offices located at 625 - 52<sup>nd</sup> Street, Kenosha, Wisconsin 53140 (hereinafter "CITY"), and the COUNTY OF KENOSHA, WISCONSIN, a Wisconsin quasi-municipal corporation organized and existing under the laws of the State of Wisconsin, and with offices located at 1010 - 56<sup>th</sup> Street, Kenosha, Wisconsin 53140 (hereinafter "COUNTY").

WHEREAS, CITY, and COUNTY, maintain separate, and independent, law enforcement agencies in the performance of their respective governmental functions, which agencies are fully funded from current revenues legally available to the parties; and,

WHEREAS, CITY has made application (NUMBER 2016-H3393-WI-DJ) for a Grant, under the 2016 Edward Byrne Memorial Justice Assistance Grant (JAG) Program, administered by the United States Department of Justice, Office of Justice Programs; and,

WHEREAS, the proposed Grant, as provided by the United States Department of Justice, Office of Justice Programs, stipulates that funds are to be allocated to the CITY, and COUNTY, and that the award be approved and accepted by the respective governing bodies; and

WHEREAS, the CITY, and COUNTY, find the acceptance of the 2016 Edward Byrne Justice Assistance Grant in the amount of \$30,574.00 and the allocation of Grant funds to be in the public interest and the best interest of all parties.

**W I T N E S S E T H:**

NOW, THEREFORE, in consideration of the mutual undertakings and agreements herein set forth, CITY, and COUNTY agree as follows:

**SECTION I**

CITY agrees to pay COUNTY a total sum of Twelve Thousand Two Hundred Thirty (\$12,230) Dollars of JAG funds.

**SECTION II**

COUNTY agrees to use a total sum of Dollars of JAG funds for the Law Enforcement Program for the period of October 01, 2015 to September 30, 2019.

**SECTION III**

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the laws of the State of Wisconsin.

**SECTION IV**

Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the laws of the State of Wisconsin.

#### SECTION V

CITY and COUNTY will be responsible for their own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

#### SECTION VI

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

#### SECTION VII

By entering into this Agreement, CITY, and COUNTY do not intend to create any obligations, express or implied, other than those set forth herein. Further, this Agreement shall not create any rights in any party not a signatory hereto.

#### SECTION VIII

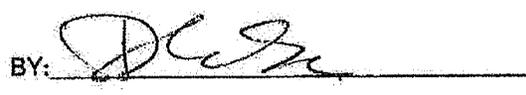
CITY and COUNTY certify that they have authority under their respective organizational structure and governing laws to accept the Byrne Justice Assistance Grant and execute this Agreement. This Agreement was approved by the Common Council of CITY at a duly noticed and convened meeting held on the 20<sup>TH</sup> day of JUNE, 2016. This Agreement was approved by the Board of Supervisors of COUNTY at a duly noticed and convened meeting held on the 19<sup>TH</sup> day of JULY, 2016.

IN WITNESS WHEREOF, the parties hereto have herein executed this Agreement on

IN WITNESS WHEREOF, the parties hereto have herein executed this Agreement on the dates below given.

CITY OF KENOSHA, WISCONSIN,  
A Wisconsin Municipal Corporation

BY:   
John Antaramian, Mayor  
Date: 6-2-16

BY:   
Debra Salas,  
City Clerk/Treasurer  
Date: 6-2-16

STATE OF WISCONSIN )

: SS.

COUNTY OF KENOSHA )

Personally came before me this 2 day of June, 2016, John Antaramian, Mayor, and Debra Salas, City Clerk/Treasurer, of the CITY OF KENOSHA, WISCONSIN, a municipal corporation, to me known to be such Mayor and City Clerk/Treasurer of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said City, by its authority.



Notary Public, Kenosha County, WI.

My Commission expires/is: 4-11-17

COUNTY OF KENOSHA, WISCONSIN,  
A Wisconsin Quasi-Municipal Corporation

BY: Jim Kreuser

Jim Kreuser, County Executive

Date: 6/7/16

BY: Mary T. Schuch-Krebs

Mary T. Schuch-Krebs, County Clerk

Date: 6/7/16

BY: David Beth

David Beth - Kenosha County Sheriff

Date: 6/7/16

STATE OF WISCONSIN )

: SS.

COUNTY OF KENOSHA )

Personally came before me this 7<sup>th</sup> day of June, 2016, Jim Kreuser, County Executive, and Mary T. Schuch-Krebs, County Clerk, and David Beth, Sheriff of the COUNTY OF KENOSHA, WISCONSIN, a Wisconsin quasi-municipal corporation, to me known to be such County Executive and County Clerk and Sheriff of said quasi-municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said County, by its authority.

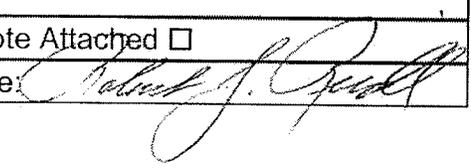
Michelina C. Battellini  
Michelina C. Battellini

Notary Public, Kenosha County, WI.

My Commission expires ~~16-~~ 08/28/2016

**KENOSHA COUNTY  
BOARD OF SUPERVISORS**

RESOLUTION NO. \_\_\_\_

Subject: Resolution to Approve the Successor Labor Agreement between the County of Kenosha and the Kenosha County Deputy Sheriff's Association			
Original <input checked="" type="checkbox"/>	Corrected <input type="checkbox"/>	2 <sup>nd</sup> Correction <input type="checkbox"/>	Resubmitted <input type="checkbox"/>
Date Submitted: June 1, 2016		Date Resubmitted	
Submitted By: Judiciary and Law Committee, Finance and Administration Committee			
Fiscal Note Attached <input type="checkbox"/>		Legal Note Attached <input type="checkbox"/>	
Prepared By: Robert J. Riedl		Signature: 	

WHEREAS, negotiations for a successor labor agreement between Kenosha County and the Kenosha County Deputy Sheriff's association were recently concluded; and

WHEREAS, the negotiations have culminated in a three-year labor agreement ending December 31, 2019 which has since been ratified by the union; and

WHEREAS, Kenosha County is desirous of maintaining and promoting a sound and stable relationship with its employee organizations; and

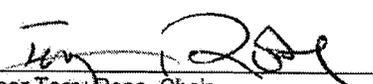
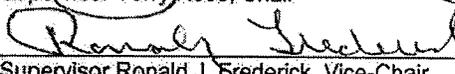
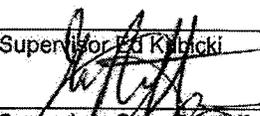
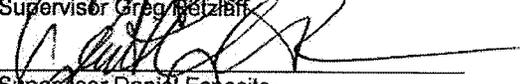
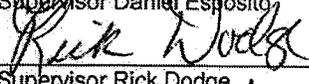
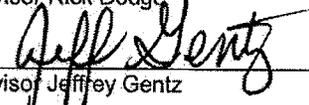
WHEREAS, the Judiciary and Law Committee and the Finance and Administration Committee have reviewed said labor agreement; and

NOW, THEREFORE BE IT RESOLVED, that the Kenosha County Board of Supervisors approve and adopt said labor agreement, the originals of which are herewith attached.

Respectfully Submitted,  
JUDICIARY AND LAW COMMITTEE

	<u>Aye</u>	<u>No</u>	<u>Abstain</u>	<u>Excused</u>
_____ Supervisor Leah Blough, Chair	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Supervisor Boyd Frederick, Vice-Chair	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Supervisor Greg Retzlaff	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Supervisor Mike Skalitzky	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Supervisor Jeff Wamboldt	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

FINANCE/ADMINISTRATION COMMITTEE

	<u>Aye</u>	<u>No</u>	<u>Abstain</u>	<u>Excused</u>
 _____ Supervisor Terry Rose, Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 _____ Supervisor Ronald J. Frederick, Vice-Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Supervisor Ed Kibicki	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
 _____ Supervisor Greg Retzlaff	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
 _____ Supervisor Daniel Esposito	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 _____ Supervisor Rick Dodge	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 _____ Supervisor Jeffrey Gentz	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

CBA Tentative Agreements County of Kenosha/Kenosha Deputy Sheriff's Association

- Three year agreement
  - 2017 2% paid on July 9, 2017
  - 2018 2% paid on July 8, 2018
  - 2019 3% paid on June 30, 2019
- Six month wage schedule replaces starting wages (see attached).
- New hires no longer qualify for the \$1,000 bonuses in the first year of employment.
- Continue managing Section 6.2.1 Shifts as current, adjusting starting times as necessary with employee/union cooperation.

- Eliminate Section 6.3

*Language change eliminates shift differential*

- Amend Section 8.1. Probationary Period as follows.

All newly hired regular full-time employees in the bargaining unit shall be considered probationary employees from the date of hire until one (1) year, from the first day of phase one of the Field Training Officer (FTO) program. All such employees shall enjoy holiday pay benefits as hereinafter provided in this Agreement, during the probationary period. The employee shall receive the classification rate indicated during and on completion of probation (see Appendix "A" attached).

*Language change expands probationary period for new deputies*

- Amend Section 12.2.(a) Casual Days as follows:

No more than one of six (6) casual days may be used on a holiday. Holidays are as follows: New Year's Day, Good Friday, Memorial Day, Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, December 24<sup>th</sup>, Christmas Day and December 31<sup>st</sup>.

*Language change reduces from three to one the number of casual days to be used on holidays.*

- Eliminate Section 18.6

*Superfluous language.*

- Change overtime language Section 19.4(a) increasing overtime pool to 30 from 25; Section 19.4 (d) decreasing overtime shift to 375 from 4; Section 19.4 (h) to four hours from three hours for holdover

(a) The county shall post a quarterly overtime sheet. The Deputies indicating willingness to work by signing on the list shall be paged and the most senior Deputy returning the call within 20 minutes will receive the assignment. If none of the volunteers can be contacted, the rotating order-in list using the 30 least senior Deputies will be

utilized The expansion of the order-in list from 25 to 30 will occur by hiring new deputies beginning with those hired in 2016.

Selecting beyond the 30 least senior Deputies would be necessary in the event of a significant occurrence(s). In the event that the overtime is for a Hospital Guard assignment, Detectives shall be allowed to request the assignment prior to utilizing the rotating order-in list. In this event, all Detectives shall be paged and the most senior Detective returning the call within 20 minutes shall receive the assignment. Detective seniority is recognized as the length of time in the detective position.

*Changes least senior from 25 to 30*

- (b) An order-in would start with the least senior deputy available and rise to the 30<sup>th</sup> least senior deputy. An order-in should always start with the least senior deputy available who had not received a "credit" for the period.

*Changes least senior from 25 to 30*

- (c) The new period would begin at 0600 hours each Sunday.

- (d) All deputies completing an overtime shift of three and three quarters (3.75) hours or more, voluntary or by order-in, during the period would receive a "credit" for the period.

*Changes overtime shift from four hours*

- (e) A deputy who is ordered in will maintain one regularly scheduled day off per his/her workweek.

- (f) Unavailable defined: Current sheriff's department employment obligations, vacation, casual, or other recognized leave, as well as, supervisor discretion for significant personal events.

- (g) The demands of an emergency situation would override this procedure.

- (h) If necessary to provide coverage while the procedure set forth above is followed, the least senior employee on the preceding shift may be held over for up to four (4) hours.

- Self swaps are managed by the flexing language found in the Memorandum of Understanding, signed February 19, 2014 and attached to the collective bargaining agreement.

*New language to better manage self swaps.*

- Amend Section 26.3 Effective Dates as follows:

This Agreement shall be effective as of January 1, 2017, and shall remain in full force and effect for the term January 1, 2017 through December 31, 2019, inclusive, and shall bind both parties hereto.

- Extend current MOU for grievance 09-115 and grievance 09-116 for the duration of the new CBA

## APPENDIX "A"

## WAGES

Deputy

	<u>7/9/17</u>	<u>7/8/18</u>	<u>6/30/19</u>
START	47,475.06	48,424.56	49,877.30
12 MONTHS	49,453.20	50,442.26	51,955.53
24 MONTHS	51,431.31	52,459.94	54,033.74
36 MONTHS	53,409.42	54,477.61	56,111.94
48 MONTHS	62,057.87	63,299.03	65,198.00
60 MONTHS	62,988.74	64,248.51	66,175.97
72 MONTHS	63,933.58	65,212.25	67,168.62
84 MONTHS	64,892.57	66,190.42	68,176.13

Detective

	67,709.92	69,064.12	71,136.04
60 MONTHS	68,725.55	70,100.06	72,203.06
72 MONTHS	69,756.44	71,151.57	73,286.12
84 MONTHS	70,802.79	72,218.85	74,385.42

Two percent (2%) increase on July 9, 2017; two percent (2%) increase on July 8, 2018, three percent (3%) increase on June 30, 2019.

K-9 PAY: \$450/month

**Deputies Association Bargaining Unit  
Tentative Labor Agreement  
2016-2019 Budget Projection**

**DRAFT**

	2016 Budget	2017 Projection	2018 Projection	2019 Projection	Notes
Salaries	\$5,736,318	\$5,836,704	\$5,953,438	\$6,102,274	<sup>1</sup>
FICA	\$438,842	\$446,508	\$455,438	\$466,824	<sup>1</sup>
Pension	\$846,902	\$861,723	\$878,957	\$900,931	<sup>1</sup>
Life Insurance	\$7,600	\$7,733	\$7,888	\$8,085	<sup>1</sup>
<u>Worker's Comp</u>	\$186,741	\$190,009	\$193,809	\$198,654	<sup>1</sup>
<b>Total Cost</b>	<b>\$7,216,403</b>	<b>\$7,342,676</b>	<b>\$7,489,530</b>	<b>\$7,676,768</b>	
Total General increase including benefits other than health	\$242,503	\$126,273	\$146,854	\$187,238	
Total percentage increase	3.48%	1.75%	2.00%	2.50%	
Health Insurance	\$1,588,870	\$1,681,024	\$1,770,119	\$1,932,970	<sup>2</sup>
Health insurance increase		\$92,154	\$89,094	\$162,851	
Projected fiscal impact of other terms (savings)		(\$15,803)	(\$16,119)	(\$16,522)	
<b>Total - Salary &amp; Benefits</b>	<b>\$6,805,273</b>	<b>\$9,007,898</b>	<b>\$9,243,529</b>	<b>\$9,593,216</b>	
Additional annual cost	\$260,315	\$202,625	\$235,632	\$349,686	
Percentage increase	3.0%	2.3%	2.6%	3.8%	

2016 Health Ins Budget Rates
Single Family
\$8,906 \$21,375

Total cost increases to \$9,593,216 in 2019. This is an increase of \$787,943, 8.95%, or average of 2.90% per annum from the 2016 Budget.
---

<sup>1</sup> Projections developed by Kenosha County  
<sup>2</sup> County is using projection of 5.8% increase for health insurance claim annual medical cost trend rate for 2017, 5.3% for 2018, and 9.2% for 2019 per Milliman USA recommendation.

**Note:** For the purposes of this analysis, the bargaining unit has 20 employees with Single, 66 employees with Family coverage and 7 with no insurance. Immaterial variances from actual 2016 budget may be present as a result of employee turnover, staggered lifts, step increases, position starting dates, staffing changes, and other factors.  
 Costing includes a 2.0% wage increase effective 7/9/17, 2.0% effective 7/8/2018 and 3.0% increase effective 6/30/19. In addition, the starting wage will be increased to the current 6 month step increase amount offset with the elimination of the two \$1,000 payments that occurred during the first year of employment. In addition, all shift differential premium payments were eliminated. There is an estimated residual effect on the 2020 budget in the amount of \$112,050 as the 2019 wage increase is effective 6/30/19.

Costing prepared by:  
 Kenosha County Department of Finance and Administration

AGREEMENT

between

COUNTY OF KENOSHA, WISCONSIN

and

KENOSHA COUNTY DEPUTY SHERIFF'S UNION

Effective January 1, 2017

through

December 31, 2019

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## 2014 - 2016 AGREEMENT

This Agreement by and between Kenosha County, hereinafter referred to as the County, and Kenosha County Deputy Sheriff's Union, hereinafter referred to as the Union.

WITNESSETH:

In consideration of the mutual covenants and agreements hereinafter contained, the County and Union do covenant and agree as follows:

### ARTICLE I - MANAGEMENT RIGHTS

Section 1.1. Except as otherwise provided in this Agreement, Chapter 59.21 of the Wisconsin Statutes and existing Civil Service regulations, the County retains all the normal rights and functions of management and those that it has by law. Without limiting the generality of the foregoing, this includes the right to hire, promote, transfer, demote or suspend or otherwise discharge or discipline for just cause; the right to decide the work to be done and location of work; to contract for work, services or materials; to schedule overtime work; to transfer employees; to take whatever action is necessary to carry out the functions of the County in situations of declared emergency; to establish qualifications for the various job classifications, however, whenever a new position is created or an existing position changed, the County shall establish the job duties and wage level for such new or revised position in a fair and equitable manner subject to the grievance and arbitration procedure of this Agreement. The County shall have the right to adopt reasonable rules and regulations.

### ARTICLE II - RECOGNITION AND UNIT OF REPRESENTATION

Section 2.1. Bargaining Unit. The County hereby recognizes the Union as the exclusive collective bargaining representative of all sworn deputy sheriffs and detectives of the Kenosha County Sheriff's Department, but excluding the Sheriff, Chief Deputy Sheriff, all employees holding the rank of Sergeant and above, Civilian Jail Guards and all clerical employees, as their representative for purposes of conferences and negotiations with the County, or its lawfully authorized representatives, on questions of wages, hours and conditions of employment.

Section 2.2. Dues and Fair Share. All employees in the bargaining unit shall be required to pay, as provided in this article, their fair share of the costs of representation by the Association. No employee shall be required to join the Association, but membership in

the Association shall be available to all employees who apply, consistent with the Association's constitution and bylaws.

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

Section 2.3. Checkoff. The County shall deduct from the first paycheck of each month an amount, certified by the Treasurer of the Union as the uniform dues required of all members, from the pay of each employee in the bargaining unit. With respect to newly hired employees, such deduction will commence the month following the completion of sixty (60) days of employment.

The aggregate amount so deducted, along with an itemized list of the employees from whom such deductions were made, shall be forwarded to the Treasurer of the Union within ten (10) days of the date such deductions were made. Any changes in the amount to be deducted shall be certified to the County by the Treasurer of the Union at least thirty (30) days prior to the effective date of such change.

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

### ARTICLE III - CONDUCT OF BUSINESS

Section 3.1. Union Business - When Paid. Except as hereinafter provided in this Article, the Union Agrees that Union business will not be conducted on County time by Union members or officers.

This shall not prevent a member of the Contract Dispute Committee or a member of the Board of Directors or an employee with a grievance from the proper conduct of such grievance in accordance with procedures outlined in this Agreement. The County agrees that the time spent during regularly scheduled working hours in the conduct of such

grievance shall not be deducted from the pay of the member of the Contract Dispute Committee or the member of the Board of Directors or the aggrieved employee.

A representative of the Union having business with individual officers or individual members of the Union may confer with such officers or individual members of the Union during working hours for a reasonable time.

Section 3.2. Union Business - When Not Paid. Committee members or Directors and employees shall not be paid for time spent outside regularly scheduled working hours in the conduct of grievances.

Section 3.3. Designation of Contract Dispute Committee Members. A written list of Contract Dispute Committee members and Directors shall be furnished to the County immediately after their designation and the Union shall notify the County of any changes.

Section 3.4. Representation During Negotiations. The Association shall be represented in all such bargaining or negotiations with the County by such representatives as the Association shall designate, subject to the following:

Three (3) members of the Bargaining Unit will be provided necessary time off with pay to attend meetings for the negotiations. However, no more than two (2) members of the Bargaining Unit from any Unit or Division may be released, in paid or unpaid status, for the purpose of negotiations.

#### ARTICLE IV - GRIEVANCE PROCEDURE

Section 4.1. Type of Grievance Covered. The parties agree that the prompt and just settlement of grievances is of mutual interest and concern and that the procedure set forth herein shall be the sole and exclusive method for settling grievances hereunder, section 59.21 of the Wisconsin Statutes notwithstanding. Only matters involving the interpretation, application or enforcement of the terms of this Agreement shall constitute a grievance under the provisions as set forth below. In applying this grievance procedure, any party may make reference to past practice and procedure, state law, federal law and local ordinances.

Section 4.2. Procedure. Grievances shall be processed as follows:

Step 1: An employee who has a grievance or complaint shall first discuss it with his supervisor, then with that supervisor's supervisor, and on up the chain of command to include the Sergeant, Lieutenant and Captain, with or without a member of the Contract Dispute Committee present, at the employee's option.

Step 2: If the grievance is not settled at Step 1, it shall be reduced to writing on grievance forms supplied by the County, and presented by the Union to the Sheriff within the grieving employee's first ten working days after the event or occurrence

which gave rise to the complaint. The Sheriff will schedule with the Union within five (5) calendar days (excluding Saturdays, Sundays and holidays) after a meeting is requested, and shall render a written decision on the grievance within ten (10) calendar days (excluding Saturdays, Sundays and holidays) after the meeting.

Step 3: If the grievance is not settled at Step 2, it shall be presented by the Union to the County's Director of Labor Relations and Personnel who shall investigate and meet with Union representatives within seven (7) calendar days (excluding Saturdays, Sundays and holidays) of the Step 2 answer. The written decision of the Director of Labor Relations and Personnel must be submitted to Union representatives within five (5) calendar days (excluding Saturdays, Sundays and holidays) from the date of the Step 3 meeting.

Step 4: If the grievance is not settled at Step 3, the Union may appeal the grievance to Step 4 by notifying the Personnel Committee, in writing, within ten (10) calendar days (excluding Saturdays, Sundays and holidays) of the completion of Step 3. The Personnel Committee and the Union shall meet within fourteen (14) calendar days (excluding Saturdays, Sundays and holidays) of the written appeal. If the Personnel Committee fails to give its disposition of the grievance in writing to the Union within fourteen (14) calendar days (excluding Saturdays, Sundays and holidays) after the parties have met to discuss the grievance, it shall be settled in favor of the grievant. The parties may mutually agree, in writing, to extend the time limit at this step.

Step 5: If the employee's grievance is not settled at Step 4, or, if any grievance filed by the County or the Union cannot be satisfactorily resolved by conference with the appropriate representatives of the Union, either party may submit said grievance to arbitration by giving notice, in writing, within fifteen (15) calendar days (excluding Saturdays, Sundays and holidays), from the date of the Step 4 answer. Within five (5) calendar days (excluding Saturdays, Sundays and holidays) of such notice, the parties shall meet to select an arbitrator. If the parties are unable to agree on an arbitrator within ten (10) calendar days (excluding Saturdays, Sundays and holidays), the parties shall request the WERC submit a list of seven (7) staff member arbitrators. The party requesting arbitration shall strike the first name from the list, and the other party shall then strike one name, and thereafter the parties shall strike alternately. The person whose name remains shall be the arbitrator, provided that either party before striking any name shall have the right to reject one panel of arbitrators. The arbitrator shall be notified of this selection by a joint letter from the County and the Union requesting that he set a time and place for the hearing, subject to the availability of the County and Union representatives. The letter shall also specify the issue(s) to the arbitrator.

Section 4.3. Limitation on Arbitrator's Authority. The arbitrator shall have no right to amend, modify, nullify, ignore or add to the provisions of this Agreement. He shall consider and decide only the particular issue(s) presented to him in writing by the County and the Union and his decision and award shall be based solely on his interpretation of the meaning

or application of the terms of this Agreement to the facts of the grievance presented. If the matter sought to be arbitrated does not involve an interpretation of the terms or provisions of this Agreement, the arbitrator shall so rule in his award. The award of the arbitrator shall be final and binding on the County, the Union, and the employee or employees involved.

Section 4.4. Cost of Arbitrator. Each party shall bear the cost of its representatives and witnesses, and the cost of the Arbitrator shall be shared by the parties equally.

## ARTICLE V - LEAVE OF ABSENCE

Section 5.1. Procedure-Personal Leave. Employees with one or more years of continuous service may request a leave of absence without pay, for personal reasons, in writing, to the Sheriff, setting forth the reasons for the request and the length of time requested. The Union will be furnished a copy of the request for personal leave. The Sheriff may grant a leave of absence without pay up to thirty (30) calendar days. Leaves of absence without pay for more than thirty (30) calendar days but less than six (6) months may be granted by the Department Head, with the approval of the Director of Labor Relations and Personnel and the County Board Committee responsible for the department. Leaves of absence without pay which are requested for a period in excess of six (6) months must be approved by the County Executive.

A personal leave may not be granted for the purposes of taking other employment; however, the term "other employment" shall not include elective federal, state, county or municipal offices or Union duties.

Seniority will be accumulated during a leave of absence, unless such leave extends more than one (1) year. After one (1) year on leave, an employee will retain, but not accumulate, seniority for the duration of the leave of absence, except if the leave is for an employee who is elected as Sheriff in which case seniority will accumulate.

An employee on personal leave may request to be returned to work prior to the expiration of the leave by written notice to the Sheriff. The Union will be furnished a copy of the employee's request. The employee will be allowed to return to work to the first available vacancy in his or her classification, or if no vacancy occurs within ninety (90) calendar days, will be allowed to displace the junior employee in the classification.

Section 5.2. Union Activities. Employees selected or elected as delegates to Union conventions, conferences or elective office shall be granted necessary leave time without pay unless the County is unable to find a qualified replacement for a position which must be filled, except where the application for such leave is made two (2) weeks in advance of the absence.

Section 5.3. Benefits. All leaves of absence are without pay and benefits coverage. However, an employee may continue coverage of his hospitalization insurance by prepaying the proper premium prior to the start of the leave.

## ARTICLE VI - WORK SCHEDULE

Section 6.1. Workday and Workweek. The standard workweek shall be eight hours and fifteen minutes, (8 hours, 15 minutes) per day with employees working a 5-2/5-3 workweek.

In addition, notwithstanding any language to the contrary in this contract, employees working a 5-2/5-3 schedule shall not be entitled to any holidays. An employee who is on sick leave or worker's compensation shall revert to a straight forty (40) hour workweek. This method of scheduling will not be discontinued unless mutually agreed by the parties to this Agreement.

Certain jobs may be assigned to work an eight (8) hour, five (5) day, Monday through Friday schedule. Examples of assignments falling under this schedule are:

1. Court Officers
2. Inmate Transport Officers
3. Process Servers
4. Community Relations Officers
5. Work Crew Officers
6. Certain assigned Detectives
7. Support Services Officers
8. School Resource Officers

Section 6.2. Shifts. There shall be three (3) shifts. Employees on the first shift shall work from 5:45 a.m. to 2:00 p.m. or 6:45 a.m. to 3:00 p.m. or 7:45 a.m. to 4:00 p.m. Employees on the second shift shall work from 1:45 p.m. to 10:00 p.m. or 2:45 p.m. to 11:00 p.m. Employees on the third shift shall work from 9:45 p.m. to 6:00 a.m. or 10:45 p.m. to 7:00 a.m. Should changes in starting times become necessary, the parties agree to discuss such changes, and the Union agrees it will not unreasonably withhold its consent to necessary changes.

Section 6.2.1. Shifts - Court Officers, Inmate Transport Officers, Process Servers, Community Relations Officers, Detectives and Work Crew Officers. There shall be two (2) shifts. Employees on the first shift shall start between 6:00 a.m. and 8:00 a.m. Employees on the second shift shall start between 2:00 p.m. and 4:00 p.m. Should changes in starting times become necessary, the parties agree to discuss such changes, and the Union agrees it will not unreasonably withhold its consent to necessary changes.

Section 6.2.2. Shift Exchanges. Upon prior request and with approval of the Sheriff or his designee, Officers may exchange duty shifts or days with other qualified Officers. Exchanges must offset one another within a twenty-eight day (28) time period. Shift exchanges cannot create overtime.

Section 6.2.3. Power Shift.

- (a) The power shift would commence at 6:45 p.m. and end at 3:00 a.m., and would run on a daily basis seven days a week.

The hours for the "power shift" may be changed seasonally from 6:45 p.m. to 3:00 a.m. to 7:45 p.m. to 4:00 a.m., depending on Department needs.

- (b) The power shift would be staffed on a completely voluntary basis according to the Departmental seniority of the candidates.
- (c) The Department would maintain a mutually agreeable minimum staffing level on second shift prior to the "power shift" and on third shift at the end of the "power shift".
- (d) To be eligible for the "power shift", the deputy must have completed his/her probationary period.
- (e) Third shift differential shall be paid pursuant to Section 6.3 of the contract.

ARTICLE VII - UNION BULLETIN BOARD

Section 7.1. Use of Board. The Union is hereby granted permission to use the bulletin board at the County Sheriff's Department office.

Section 7.2. Type of Notice. The Union agrees the bulletin board shall be used only for the following notices and announcements each of which shall bear the signature of at least one local officer:

- (a) Recreational and social affairs of the Union;
- (b) Union meetings;
- (c) Union elections;
- (d) Notices of mutual interest to the Union and County; and
- (e) Any other items in good taste.

## ARTICLE VIII - PROBATIONARY EMPLOYEES

Section 8.1 Probationary Period All newly hired regular full-time employees in the bargaining unit shall be considered probationary employees from the date of hire until one (1) year, from the first day of phase one of the Field Training Officer (FTO) program. All such employees shall enjoy holiday pay benefits as hereinafter provided in this Agreement, during the probationary period. The employee shall receive the classification rate indicated during and on completion of probation (see Appendix "A" attached).

Section 8.2. Termination. Probationary employees may be terminated at any time in the sole discretion of the Sheriff.

Section 8.3. Regular Employee Defined. A regular employee is defined as an employee hired to fill a regular full-time position in the job classification plan attached to this Agreement and made a part hereof, marked "Appendix A".

Section 8.4. Temporary Employee Defined. A temporary employee is one who is hired for a specified period of time or to perform on a project, and who will be separated from the payroll at the end of such period or project.

## ARTICLE IX - SENIORITY

Section 9.1. Seniority Defined. The County recognizes seniority. Seniority is defined as the period starting from the last date when the employee is hired by the County and continuing until he quits or is discharged. Seniority in job classification prevails for shift preference and vacation preference, but not for length of vacation. Length of vacation is determined by overall seniority.

Section 9.2. Layoff. In reducing employee personnel in the bargaining unit, the last person hired shall be the first person laid off, and the last person laid off shall be the first person recalled.

Section 9.3. Seniority Accumulation. Seniority shall not be diminished by temporary layoffs or leaves of absence with or without pay.

Section 9.4. Seniority Roster. The County agrees to keep posted on the Union bulletin board a seniority roster which shall be updated by the County at least once each year. The seniority roster shall be deemed true and correct unless the Union notifies the Sheriff of inaccuracies contained therein within thirty (30) days of its posting.

Section 9.45. Loss of Seniority. An employee shall lose his seniority rights for the following reasons:

- (a) If he quits or resigns.
- (b) If he has been discharged.
- (c) If he fails to notify the County within one (1) week of his intention upon receipt of notice of recall from layoff or does not report for work within two (2) weeks of notice of recall.
- (d) If he fails to return to work on the first work day following the expiration date of a leave of absence.
- (e) If he retires on a voluntary or compulsory basis.
- (f) If he/she takes a promotional position outside of the bargaining unit, either temporary or permanent (e.g., sergeant or above).

Section 9.5. Filling of Job Vacancies. All vacancies on any shift shall be filled by choice of deputies, the choice being made on the basis of seniority. Each deputy must remain on the shift of his choice until there is a vacancy on another shift. The duties of personnel on each shift shall be left to the discretion of the Sheriff without regard to seniority.

Section 9.6. Shift Change. Deputies wishing to change shifts temporarily may do so with the permission of the Sheriff, but must do so according to seniority.

Section 9.7. Tours of Duty. All seniority for choosing tours of duty in all positions of promotion above the rank of deputy sheriff shall be based upon length of service in such position and not on years of service as a deputy sheriff.

Section 9.8. Shift Reduction. If there is a reduction of shift personnel, the employee with the least seniority shall be the first employee to be removed and sent back to the respective shift from which he or she came.

Section 9.9. Supervisory personnel, (Sergeant, Lieutenant, Captain, Chief Deputy) who leave their supervisory capacity for any reason, whether demotion, voluntary quit or during their probationary period, shall return to the rank of deputy sheriff after any shift vacancies are filled by current bargaining members. Those returning supervisory personnel may not displace any member in any job classification. During the one (1) year probation period following such a promotion, the supervisor shall be permitted to return to the bargaining unit with the same seniority which the employee had prior to the promotion in question, from which the employee is returning to the bargaining unit.

## ARTICLE X - DISCHARGE

Section 10.1. Right to Discharge. The County shall have the right to discipline, demote, suspend or discharge any employee for just cause.

Section 10.2. Written Notice of Discipline. Notice of discipline, demotion, suspension or discharge shall be given by personal delivery of the written complaint, if the employee is available at the Sheriff's Department; if, however, the employee is not at once available at the Sheriff's Department, then such report shall be mailed by certified mail to the employee's last known post office address.

## ARTICLE XI - CALL-IN PROVISION

Section 11.1. Call-In Provision. A minimum of two (2) hours compensation at time and one-half (1-1/2) the employee's regular rate of pay is guaranteed to any employee in the bargaining unit who is requested to and returns for duty, or is required to make a court appearance, at a time when he would not otherwise be on duty. If the "call-in" is less than two (2) hours prior to the regular starting time of the employee's shift, he shall receive time and one-half (1-1/2) up to the shift starting time only.

## ARTICLE XII - ACCIDENT AND SICKNESS PAY MAINTENANCE PLAN

Section 12.1. Accident and Sickness Insurance Plan. The following benefits will be paid in a case of non-occupational accident or illness.

- (a) All regular full-time employees will receive thirty (30) calendar days at full pay with coverage starting on the first day of accident if authorized by a physician, first day of hospitalization, first day of out-patient surgery and seventh (7th) day of illness. From the 31<sup>st</sup> day to the 365<sup>th</sup> day, an employee will receive two-thirds (2/3rds) of his regular take home pay.
- (b) Benefits under this plan are not limited to one (1) accident or one (1) illness per year, but are available any time an employee has an accident or becomes ill; provided that if an employee has received benefits hereunder and there should be a recurrence of the same condition or illness, no waiting period will apply if there is a recurrence within two (2) weeks of return to work; if there is a recurrence after two (2) weeks on the job, another waiting period will apply.
- (c) No payments will be made under the Accident and Sickness Insurance Plan unless the employee submits an application for benefits and a doctor's statement shall be submitted to the Sheriff's Department and Personnel Department who will make the necessary arrangements for the payment of

benefits. The County may, as an option and at its own expense, require a second opinion by a physician chosen by the County.

- (d) If, while an employee is being paid under the Accident and Sickness Insurance Program, a wage increase occurs during his absence, he will be paid benefits reflecting such increase.
- (e) Benefits will be paid under the Accident and Sickness Pay Maintenance Plan for pregnancy or for any matter relating to pregnancy. The benefits will start after the employee's physician has certified that the employee is no longer able to work on account of disability resulting from pregnancy and shall continue until such time as the employee's doctor certifies that the employee is able to return to work.
- (f) Accident and Sickness is defined as a 365 day benefit. The first thirty (30) calendar days of Accident and Sickness is at full pay and will be extended if interrupted by scheduled vacation time off.

Section 12.2. Casual Days. Every employee, in addition to the above coverage, will be entitled to six (6) casual days off per calendar year which may be used for any purpose, and must be used prior to taking short term casual leave without pay. An employee hired on January 1<sup>st</sup> of any year, but before March 1<sup>st</sup> will receive four (4) casual days. An employee hired from March 1<sup>st</sup> through June 30th will receive three (3) casual days. An employee hired from July 1<sup>st</sup> through August 31st will receive two (2) casual days. Employees hired on or after September 1<sup>st</sup> of any year will not be entitled to any casual days that year. Any days not used during a year will be paid to the employee on or before March 1<sup>st</sup> following the end of the calendar year.

- (a) No more than one (1) of six (6) casual days may be used on a holiday. Holidays are as follows: New Year's Day, Good Friday, Memorial Day, Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, December 24th, Christmas Day and December 31st.
- (b) Time off without pay shall not be granted if an employee has unused casual days or vacation days.
- (c) Casual days must be used in no less than one-half (1/2) day (4-hour) increments.
- (d) Casual days will be granted if notice of the employee's intent to take such day(s) is received by his/her department head at least twenty-four (24) hours prior to the scheduled date of such time off. The employee need not give any reason for the casual day taken under this section. In the event of sickness or unforeseen circumstance, one-half (1/2) hour advance notice will be acceptable and the casual day will be granted by the department head.

- (e) If an employee is unable to report to work due to sickness, the employee must notify his or her department head not later than one-half (1/2) hour before his scheduled starting time. The employee shall state the reason for his absence and the expected leave of absence. Any days taken under this section shall be charged to an employee's remaining casual days.
- (f) Employees may cancel any request for casual day time off with at least 24 hours notice. This 24 hours notice limit for casual days may be waived by mutual agreement.

Section 12.3. Proof of Disability. The County shall have the right to require the submission of adequate medical proof of the employee's disability due to accident or illness. Should there be an extended period of disability, the County shall have the right to require periodic medical proof of the employee's disability.

Section 12.4. Leave for Personal Illness. A period of not more than one (1) year shall be granted as leave of absence due to disability, personal illness or accident provided a physician'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 County.

Section 12.5. Illness or Injury on Job. If any employee appears to be injured or ill while on the job or there is reason to believe that an employee needs medical attention, his supervisor shall have the right to require the employee to furnish a statement from a licensed physician before returning to work that the employee is capable of performing the work required by his job. The County shall send such employee to the doctor at its expense on working time.

### ARTICLE XIII - FUNERAL LEAVE

Section 13.1. Number of Days - Immediate Family Defined. In the event of a death of an employee's father, mother, husband, wife, brother, sister, son, daughter, father-in-law or mother-in-law, stepfather, stepmother, foster father, foster mother, or stepchild (a stepchild is one living with or raised by the stepparent) such employee will be paid for straight time lost from scheduled work not to exceed three (3) consecutive scheduled working days being the day of the funeral and an additional two days on either side of the day of the funeral, except in special circumstances.

In the event of a death of an employee's brother-in-law, sister-in-law, grandparent, grandchild, such employee will be paid for straight time lost from scheduled work not to exceed one (1) scheduled workday falling between the date of death and the date of the funeral, both inclusive, except in special circumstances.

## ARTICLE XIV - HOLIDAYS

Section 14.1. Each employee, (not on a 5/2-5/3 schedule) shall receive an extra day off at the regular rate of pay for the following holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, December 24th, Christmas Day, and December 31st, providing the employee shall have worked his last scheduled workday prior to and the first scheduled workday following the said holiday. For the purpose of this section, time off for sick leave and vacations shall be considered as time worked. Those extra days off are to be taken off at the discretion of the Sheriff, however, an employee's request for a day off under this section shall not be unreasonably denied.

Section 14.2. Regardless of schedule, (5-2 or 5-2/5-3), assigned, forced, or holdover overtime on December 24, December 25, December 31 or January 1 of any sworn unit member will be at double time only for overtime hours worked between 0000 hour on December 24 to 2359 hours on December 25 and 0000 hours on December 31 to 2359 hours on January 1.

## ARTICLE XV - VACATIONS

Section 15.1. Entitlement. All employees who have rendered services and received wages for six (6) months before June 1st shall receive six (6) days of vacation with salary and all employees who have rendered services and received wages for one (1) year or more, prior to June 1st, shall receive twelve (12) days of vacation with pay at their regular rate of six (6) days per week plus their two (2) days off. Employees who shall have rendered services to the County and received wages continuously for seven (7) years or more, shall receive eighteen (18) days of vacation plus days off at their regular salary. The seven (7) years of service can be completed at any time within a calendar year to be eligible for vacation. Employees who shall have rendered services to the County and received wages continuously for fourteen (14) years or more shall receive twenty-four (24) days of vacation at their regular salary. The fourteen (14) years of service can be completed at any time within a calendar year to be eligible for vacation. Effective January 1, 1997, employees who shall have rendered services to the County and received wages continuously for twenty-five (25) years or more shall receive twenty-nine days of vacation at their regular salary. The twenty-five (25) years of service can be completed at any time within a calendar year to be eligible for vacation.

Section 15.1.2. Selection Process. A vacation sign up list shall be posted by the Administration for each shift and division within the sheriff's Department. This roster shall be posted not later than the first day of January of each year, sooner if possible.

1. Each employee of a shift or division shall note on the vacation sign up list his/her first two vacations selection requests, no later than January 14. The

selections shall be noted with a number "1" for the first request and a number "2" for the second request. The Administration shall remove the list for a maximum of one calendar week to grant the vacation requests based upon seniority according to the selection priority. Conflicts in vacation requests shall be addressed by supervision, contacting the affected employees who shall be allowed to alter their first and second selections. (Examples: Three employees select the same vacation period using their first pick and if by policy only two employees are allowed off at that time, the two most senior employees would be granted the time off. A second vacation selection by a senior employee could not be bumped by first selection of a junior employee.)

2. The Administration shall repost the vacation sign up for vacation selection. Each employee of a shift or division shall submit to the Administration his/her third, fourth and fifth vacation selection requests no later than February 14, until all vacation days are used. The selections shall be noted with a number "3, 4, 5" for the corresponding requests. The list shall be removed on February 14 and the Administration shall grant vacation selection by seniority according to the selection priority the same as above. (A third, fourth or fifth vacation selection by a senior employee could not be bumped by a respective third, fourth or fifth selection of a junior employee.)

Section 15.2. Vacation. The vacation period shall be at any time during the year, commencing with January 1st and ending December 31st and may be staggered to prevent hardship to the County. Employees who have one (1) year of service or more by June 1 may take their vacation and receive their vacation pay at any time from January 1st to December 31st. Employees who have at least six (6) months service but less than one (1) year by June 1, may take their vacation at any time from January 1st to December 31st, but will not receive their vacation pay prior to June 1st. Vacations may be taken in increments of not less than two (2) days or more than twelve (12) days. A maximum of five vacation days can be taken one day at a time in conformance with the current (January 8, 1992) department policy dealing with the number of deputies/detectives on vacation at a given time. Deputies shall not be ordered to work overtime on any off-days scheduled in conjunction with any vacation days.

Section 15.3. Time Spent in Armed Forces. Any employee who enters the Armed Forces of the United States while employed with Kenosha County shall have the period spent in the Armed Forces considered as time spent working in computing their vacation.

Employees called upon or who enlist in the Armed Forces of the United States shall be granted leaves of absence and their seniority shall accumulate providing they report for work within ninety (90) days of discharge, unless unable to do so because of illness or injury in which case leave shall be extended.

Upon return from military leave, the employee shall be returned to a position and pay

in keeping with federal regulations.

An employee who is a member of a military reserve and who may be called upon for reserve training shall receive his/her regular pay for such training or service (not to exceed two (2) weeks for any one (1) call up), provided he/she shall deposit his/her military base pay with the County Treasurer and receive his/her regular pay in turn. Reservists scheduled for weekend duty may trade workdays within a 28 day period with another employee with Department approval. Employees who engage in an approved trade shall be responsible for the hours assumed in the trade.

Section 15.4. Emergency Leave. Up to five (5) days' emergency leave may be granted to each employee provided the employee notifies the department head before taking the time off. Such leave shall be charged against vacation time.

Section 15.5. Cash Out and/or Carry Over of Unused Vacation. An employee who has more than twelve (12) days vacation must use at least twelve (12) days of that vacation during the vacation year; any unused vacation time as of 1/1 of the following year may be cashed out or up to six (6) days may be carried over into the following year.

#### ARTICLE XVI - INSURANCE

Section 16.1. Hospital-Surgical. For the duration of this Agreement, the County shall provide a comprehensive hospital-surgical-major medical coverage policy and a \$25 deductible dental plan. See Plan document for further details. The County will continue to provide a Dental Maintenance Organization (currently Dental Associates) with a \$2,200 annual cap, a \$20 co-pay and a 50% split on orthodontia. Effective January 1, 2007, the Dental Associates annual cap will increase to \$2,500 per eligible participant. Active employees will have the option of choosing one of two Network options, In-Network or Out-of-Network. Said option must be executed during the open enrollment period which will last for one month, from October 1 through October 31 of the current year.

- (a) For employees enrolled for coverage for the employee only---the full premium cost of the coverage.
- (b) For employees enrolled for coverage for the employee and his/her dependents---the full premium cost of the coverage.
- (c) During the life of this Agreement, the County agrees to maintain hospital-surgical-major medical and dental coverage at levels equivalent to coverages presently in effect, and to improve such coverage where possible.
- (d) An employee who becomes totally disabled due to work connected injury or illness shall continue to receive coverage paid by the County during such period of total disability until such employee becomes eligible for coverage

under any present or future federal hospital-surgical-major medical insurance plan; and

- (e) An employee who is out due to illness shall continue to receive coverage paid by the County for six (6) months after such employee exhausts his Pay Maintenance Plan benefits. Such employee can continue coverage for an additional six (6) month period by paying, in advance, to the Personnel Department the monthly premium as set by the County for his coverage.
- (f) PLAN ONE. (Standard Plan - Current Retirees Only) This health insurance plan shall incorporate a major medical deductible of 100/300, 80% (County)-20% (employee) on next \$10,000, including outpatient diagnostic and x-ray, supplemental hospital and emergency medical benefits.
- (g) PLAN TWO. (Pyramid Plan - Current Retirees Only) This health insurance plan shall incorporate an overall policy deductible of \$100.00/single, \$300.00/family with an 80%/20% split on the next \$3,000, (80% County/20% Employee). The former deductible of \$100.00/\$300.00 with an 80%/20% split on the next \$10,000.00 (major medical) has been eliminated.
- (h) PLAN THREE. (Flex Plan - Current Retirees Only) This health insurance plan shall incorporate an overall policy deductible of \$200.00/single, \$600.00/family with an 80%/20% split on the next \$5,000, (80% County/20% Employee) and a drug plan of \$0/\$6. This plan requires precertification for in-patient elective surgery, out-patient elective surgery, non-emergency use of emergency room, and emergency hospital confinement with a penalty of \$100.00 for failing to obtain precertification. **NOTE: Retirees are not eligible for flexible spending accounts.**
- (i) Active employees shall no longer be eligible for the Standard, Pyramid or Flex Plan.
- (j) Current retirees on the Standard Plan may remain on the Standard Plan but can switch to the Pyramid, Flex or In/Out Network Plans at open enrollment. Retirees who change plans may not switch back. Retirees currently on the Pyramid plan may switch to the Flex or In/Out Network plan at open enrollment, but may not switch back. Retirees currently on the Flex Plan may switch to the In/Out Network plan, but may not switch back. New retirees are only eligible to enroll in the In/Out Network plan until amended by Section 16.2.(a).
- (k) Open enrollment opportunity to be offered annually to active employees and to retirees.

Section 16.2.

- (a) Retired Employees. On and after the effective date of this Agreement, employees who retire between the ages of 53 and until they reach Medicare eligibility will have the premium for hospital, surgical, major medical coverage paid by the County for themselves and for their families, provided that the employee had family coverage at the time of retirement. An employee may retire at age 50 with the understanding there is no county-paid insurance between age 50 and age 53 unless they participate at their own expense or are covered as a spouse of another county employee. If they do not participate at their own expense, the employee must show proof of insurance during that time before they can return to the County's insurance plan at age 53. No proof of insurability will be required. The County shall be under no obligation to continue full payment of such coverage in case a plan of national health insurance should be established, or the payment for such coverage made by the County shall be reduced in proportion to benefits which may be provided by the government under any plan, and if the plan eventually provides for full coverage, the County obligation to pay for such coverage shall cease when the government program becomes effective. Employees who retire on or after 12/31/08 shall receive the same health insurance benefits and remain in the same risk pool as active employees.
- (b) Retiring Employee Defined. Retiring employee, for the purpose of this provision, is defined as any employee who retires during the duration of this Agreement.

Section 16.3. Coverage for Work-Connected Disability. An employee who becomes totally disabled due to work-connected injury or illness shall continue to receive coverage paid by the County during such period of total disability until such employee becomes eligible for coverage under any present or future federal hospital-surgical-medical insurance plan.

Section 16.4. Coverage for Illness. An employee who is out due to illness shall continue to receive coverage paid by the County for six (6) full months after such employee exhausts his sick leave. Such employee can continue coverage for an additional six (6) months period by paying in advance to the Personnel Office the monthly premium for his coverage.

Section 16.5. Family Coverage on Death of Employee. In recognition of the fact that bargaining unit members are protective service employees, the family of an employee with twenty (20) years or more of department seniority who dies prior to retirement or reaching the age of sixty-five (65) years shall continue to receive coverage consistent with policy age limits for children at the County expense, until such time as they are covered under another plan or the date the employee would have reached sixty-five (65) years of age, whichever is sooner.

The above-referenced twenty (20) years or more of seniority shall be waived for

any employee who dies in the line of duty as defined by the worker's compensation statute as follows:

<u>Seniority</u>	<u>Years of Insurance</u>
0 – 2	Two years
3 – 20	Equal to number of years, e.g., 3 years seniority = 3 years of coverage 4 years seniority = 4 years of coverage, etc.

## ARTICLE XVIII - GENERAL PROVISIONS

Section 18.1. Effective on and after July 1, 1977, all uniform items, including firearms, and uniform cleaning will be furnished by the County as needed, subject to and in accordance with a procedure developed by the Sheriff or his designated representatives. A copy of the procedure will be furnished all employees covered by this Agreement.

Section 18.1.2. Clothing Supplement. The County will provide uniformed deputies \$450 in 2014 and 2015 as a clothing supplement and will provide plain clothes personnel \$700 in 2014 and 2015 as a clothing supplement. The County will provide uniformed deputies \$500 in 2016 and as a clothing supplement and will provide plain clothes personnel \$750 in 2016 as a clothing supplement. Plain clothes personnel will not be compelled to turn in their uniforms provided that plain clothes personnel shall not wear any county-issued article of uniform outside of normal working hours. The clothing supplement shall be paid in full on or before December 1 of each year to all employees not on probation. The clothing supplement will be paid to probationary employees on a prorated basis. (For example, if an Association member completes probation on June 30, he shall receive one-half (1/2) of the allotted uniform supplement.)

Not more than once every four (4) years, commencing as of January 1, 2006, upon presentation of a protective vest and a valid sales receipt therefore dated at anytime during the term of this contract, the county will pay up to \$900 per Association member for the purpose of purchasing a protective vest of his or her choosing.

Section 18.2. Pay for Work-Connected Injury. The County recognizes the work of this department as a hazardous occupation. In the event a member covered by this Agreement is seriously injured in the line of duty and as a direct result of the work being performed and not due to his own negligence, the employee shall receive full salary for the period he would be entitled to receive Worker's Compensation benefits. The County agrees to negotiate with the Union for consideration of further salary coverage for such employee.

Section 18.3. Court Action Against County Employees. Whenever any employee is proceeded against in his official capacity or as an individual because of acts committed while carrying out his duties as an officer or employee, the County's payment of all reasonable attorney fees, costs of defending the action, and judgment shall be in accordance with the

provisions of Section 895.46 of the Wisconsin Statutes. (1979) Any legitimate, specific dispute involving the reasonableness of such attorney fees shall be submitted to the State Bar of Wisconsin for Binding Arbitration. The reasonableness of attorney fees shall be determined in accordance with Wisconsin Supreme Court Rule 20:1.5. Attorney fees shall be submitted to the County on a monthly basis and shall be paid on a monthly basis unless disputed for a specific reason. Any employee involved in such litigation shall cooperate with the County in the defense and settlement of such litigation, and unless otherwise agreed upon, the defense and settlement of such litigation shall be controlled by the county. It being understood that if an irreconcilable conflict of interest exists in the defense of the employee that is maintained by the County and the position of the employee that the County and the employee shall maintain and control their own separate defenses respectively.

Section 18.4. Jury Duty. Any employee called for jury duty shall receive his regular salary for such day, provided he shall deposit any compensation he received for jury duty with the County Treasurer prior to the end of each pay period.

Section 18.5. Paychecks. Paychecks shall indicate the breakdown of all extra monies paid (i.e., overtime, court time, etc.).

Section 18.6. No discrimination. The parties to this Agreement agree that they shall not discriminate against any person because of race, creed, color, sex, age, national origin or handicap as provided by state or federal law and that such persons shall receive the full protection of this Agreement.

Section 18.7. Personnel Records. Employees shall have the right, upon reasonable notice, to inspect their own personnel file and to attach a written statement to items contained therein.

Section 18.8. Alcohol and Drug Testing. The Association accepts the County's drug testing policy. The County may conduct alcohol and drug testing of current employees where a reasonable suspicion exists relating to the employee's fitness for continued employment.

Any employee having a confirmed positive drug screening may have an additional test conducted utilizing the specimen obtained by the County. Such additional test shall be conducted at the employee's expense at a laboratory of the employee's choice. The request for an additional test shall be filed in writing with the Sheriff within three (3) working days after the employee was advised his/her test was positive. At that time, the Sheriff shall also be advised of the name of the laboratory selected by the employee for the retest. The sealed specimen shall be transmitted from the County's laboratory to the laboratory specified by the employee at the employee's expense.

All drug and alcohol test results shall be confidential with dissemination limited to those with an official need to know within the Department or Personnel Department and as requiring (sic) for counseling and treatment.

Section 18.9 Residency. Except for unit members assigned a vehicle that may be brought home and for whom residency in Kenosha County is required, the established residency boundary for all other unit members is fifteen miles (15 miles) in any direction from the borders of Kenosha County. These boundaries are consistent with State of Wisconsin law governing residency for law enforcement personnel.

Section 18.10 Resignation Notice. Deputies agree to give a two week working notice for resignation.

#### ARTICLE XIX - OVERTIME

Section 19.1. An employee on a 5/2-5/3 schedule shall be paid time and one-half (1-½) of the regular rate of pay after 8¼ hours in a workday or 8 hours where an employee works on a normally scheduled day off.

Section 19.2. Time and one-half (1-1/2) of the regular straight time rate of pay shall be paid for all hours of assigned school attendance beyond the normal work day or on the employee's day off. Meals will be paid for out-of-county classes and training.

Section 19.2.1. Deputies who are assigned or who volunteer and are approved to attend school or special training classes during the normally scheduled work day shall be paid eight (8) hours of straight time pay. Meals will be paid for out-of-county classes and training.

Section 19.2.2. Travel time shall not be compensated unless approved by the Sheriff at his sole discretion.

Section 19.3. Scheduled overtime, (overtime known at least 72 hours in advance) shall be posted and the most senior Deputy posting for the overtime shall be assigned. If no Deputy posts for the overtime, the least senior available Deputy shall be assigned. If the posted overtime is for Hospital Guard purposes and no Deputy posts for the overtime, the most senior Detective posting for the overtime shall be assigned. Detectives shall be paged and the most senior Detective returning the call within 20 minutes will receive the assignment. Detective seniority is based on length of time in the detective position.

Section 19.4. Unanticipated overtime shall be assigned, where it is necessary to maintain the minimum staffing levels established by the Sheriff in accordance with the following procedure:

- (a) The county shall post a quarterly overtime sheet. The Deputies indicating willingness to work by signing on the list shall be paged and the most senior Deputy returning the call within 20 minutes will receive the assignment. If

none of the volunteers can be contacted, the rotating order-in list using the 30 least senior Deputies will be utilized.

- (b) Selecting beyond the 30 least senior Deputies would be necessary in the event of a significant occurrence(s). In the event that the overtime is for a Hospital Guard assignment, Detectives shall be allowed to request the assignment prior to utilizing the rotating order-in list. In this event, all Detectives shall be paged and the most senior Detective returning the call within 20 minutes shall receive the assignment. Detective seniority is recognized as the length of time in the detective position.
- (b) An order-in would start with the least senior deputy available and rise to the 30th least senior deputy. An order-in should always start with the least senior deputy available who had not received a "credit" for the period.
- (c) The new period would begin at 0600 hours each Sunday.
- (d) All deputies completing an overtime shift of three and three quarters (3.75) hours or more, voluntary or by order-in, during the period would receive a "credit" for the period.
- (e) A deputy who is ordered in will maintain one regularly scheduled day off per his/her workweek.
- (f) Unavailable defined: Current sheriff's department employment obligations, vacation, casual, or other recognized leave, as well as, supervisor discretion for significant personal events.
- (g) The demands of an emergency situation would override this procedure.
- (h) If necessary to provide coverage while the procedure set forth above is followed, the least senior employee on the preceding shift may be held over for up to four (4) hours.

Section 19.5. No employee may be assigned, voluntarily or involuntarily, to work longer than 16 consecutive hours or more than 48 hours per pay period, except under unusual circumstances or as otherwise provided in this agreement, or by exercise of discretion of the immediate supervisor of the employee in question.

Section 19.6. No employee may be assigned, voluntarily or involuntarily, to work overtime, if that employee is physically unfit for duty.

Section 19.7. In an attempt to relieve some of the overtime pressure the County and Association agree to allow the eight (8) hour patrol shifts of overtime to be split into

two (2) four (4) hour blocks. Patrol overtime assignment postings will remain the same. Deputies signing up for the entire eight (8) hour shift shall be given preference over four (4) hour splits. Deputies seeking a four (4) hour split will sign up for openings as desired adjacent to their working shift. If the second half of the overtime shift is not filled, Deputies shall be ordered in per the current practice. Any Deputy ordered to work an eight (8) hour patrol shift shall be allowed to seek a volunteer to split the shift into two (2) four (4) hour blocks. This will be allowed as long as the shift for each deputy is adjacent to the overtime shift. Any splitting of overtime shifts shall be documented on the current shift swap form.

#### ARTICLE XX - RETIREMENT

Section 20.1. Wisconsin Retirement Fund. There is presently in effect in the County a retirement plan known as the Wisconsin Retirement Fund. This fund is covered in Chapter 40 of the Wisconsin Statutes, as amended.

Section 20.2. Compulsory Retirement. Any compulsory retirement shall be consistent with state and federal regulations.

Section 20.4. County Fund Contribution. The County agrees to pay the employee's share to the Wisconsin Retirement Fund. This contribution is in addition to the County's normal contribution. Effective January 1, 2012, new employees pay their portion of the Wisconsin Retirement Fund.

#### ARTICLE XXI - NEGOTIATIONS

Section 21.1. Term. The Agreement between the Union and the County shall be for a term of two (2) years.

Section 21.2. Notice to Negotiate. Not later than the first day of April, 2013, or on a mutually agreeable date thereafter, the Association shall give the Kenosha County Executive written notice of its requests to be negotiated by and between the Association and the County for the succeeding Agreement.

Section 21.3. Start of Negotiations. Not later than the first day of April, 2013, the County agrees to meet with the Association and discuss the Association's requests as here and before mentioned.

#### ARTICLE XXII - SEPARABILITY

Section 22.1. Separability. The provisions of this Agreement are deemed to be separable to the extent that if and when a court or governmental agency of competent jurisdiction adjudges any provision of this Agreement to be in conflict with any law, rule or

regulation issued thereunder, such decision shall not affect the validity of the remaining portion of this Agreement, but such remaining provisions shall continue in full force and effect.

Section 22.2. Negotiating Invalid Provision. It is further provided that in the event any provision or provisions are so declared to be conflicting with such law, rule or regulations, both parties shall meet within thirty (30) days for the purpose of renegotiating the provision or provisions so invalidated.

#### ARTICLE XXIII - NO STRIKE CLAUSE

Section 23.1. No Strike. The parties agree that it is important to seek amicable resolution of their differences, and have established a grievance procedure for this purpose. The Union, on its part, agrees it will not authorize a strike, nor shall any employee engage in a strike or slow-down during the term of this Agreement. In the event of a work stoppage not authorized by the Union, the County shall not hold the Union liable if it has ordered, through its officers, the employee to return to work within a reasonable period of time after notification by the Employer.

Section 23.2. No Lock-Out. The Employer agrees it will not prevent employees from carrying out their duties by conducting a lock-out.

#### ARTICLE XXIV - EDUCATIONAL INCENTIVE PLAN

Section 24.1. Discontinuance of Plan. Effective January 1, 1976, the plan was abolished except for employees currently in the plan to the extent provided for in Sections 24.2 and 24.3.

Section 24.2. Employees Receiving Payments. Any employee who, as of January 1, 1976, was eligible to receive any monthly payments under the now abolished plan, will continue to receive such payments as long as he or she remains in continuous employment with the Sheriff's Department.

Section 24.3. Employees Currently Enrolled in an Educational Program. Any employee who was enrolled in an educational program as of January 1, 1976, which qualified under the now abolished Educational Incentive Plan, will, upon completion of such uninterrupted educational program, be eligible for the following monthly incentive payments: Associate Degree \$20.00, Bachelor Degree \$50.00 and Master Degree \$100.00. These additional monthly payments shall only be made upon an employee submitting proof of having attained a particular degree by October 1 of each year and payment shall commence on the following January 1st. Employees will continue to receive such payments as long as he or she remains in continuous employment with the Sheriff's Department.

ARTICLE XXVI - JOB CLASSIFICATION, COMPENSATION,  
PROVISIONS FOR CHANGES AND EFFECTIVE DATES

Section 26.1. Job Classifications and Compensation. The job classification and compensation plan is attached hereto as Appendix "A" and made a part thereof. Newly hired employees will normally be placed at the first step of the salary range. At the Sheriff's discretion the employee may be placed at a higher wage step based on the level of professional experience possessed by the individual. The new hire will also be provided with the level of vacation entitlement based on professional experience possessed. Seniority will be in accordance with Article 9 of the current collective bargaining agreement.

Section 26.2. Entire Agreement and No Verbal Agreements. The foregoing constitutes the Agreement between the parties hereto and no verbal statement shall supersede any of its provisions.

Section 26.3. Effective Dates. This Agreement shall be effective as of January 1, 2017, and shall remain in full force and effect for the term January 1, 2017 through December 31, 2019, inclusive, and shall bind both parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the \_\_\_\_ day of \_\_\_\_\_, 2014, Kenosha, Wisconsin.

KENOSHA COUNTY

KENOSHA COUNTY DEPUTY  
SHERIFF'S UNION

\_\_\_\_\_  
County Executive

\_\_\_\_\_  
Personnel Director

\_\_\_\_\_  
Corporation Counsel

APPENDIX "A"

WAGES  
Deputy

	<u>7/9/17</u>	<u>7/8/18</u>	<u>6/30/19</u>
START	47,475.06	48,424.56	49,877.30
12 MONTHS	49,453.20	50,442.26	51,955.53
24 MONTHS	51,431.31	52,459.94	54,033.74
36 MONTHS	53,409.42	54,477.61	56,111.94
48 MONTHS	62,057.87	63,299.03	65,198.00
60 MONTHS	62,988.74	64,248.51	66,175.97
72 MONTHS	63,933.58	65,212.25	67,168.62
84 MONTHS	64,892.57	66,190.42	68,176.13

Detective

	67,709.92	69,064.12	71,136.04
60 MONTHS	68,725.55	70,100.06	72,203.06
72 MONTHS	69,756.44	71,151.57	73,286.12
84 MONTHS	70,802.79	72,218.85	74,385.42

Two percent (2%) increase on July 9, 2017; two percent (2%) increase on July 8, 2018, three percent (3%) increase on June 30, 2019.

K-9 PAY: \$450/month

Memorandum of Understanding

Between the

County of Kenosha, Wisconsin

And the

Kenosha County Deputy Sheriff's Association

Grievance #09-115 – Association Grievance – Alleged Violation of Work Hours

Grievance #09-116 – Association Grievance – Alleged Violation of Work Schedule

In an attempt to resolve the above listed matters, the following Agreement has been reached.

1. Grievance #09-115 – The Deputies involved in the “flexing of work hours” for snowmobile patrol are to be made whole for the loss of overtime.
2. Grievance #09-116 – The Association shall withdraw Grievance #09-116 without prejudice and the parties agree to pursue the following language in collective bargaining negotiations:
3. New Section – Flexing of Normal Duty hours  
The flexing of normal duty hours will include changing the beginning and ending times of a work shift within a 24 hour period. Flexing must be within the same 14 day pay period time frame. Flexing of any shift hours must be mutually agreed upon by both employee and supervision prior to change.
4. New Section – Exchange of Work Days – Training  
Work days may be exchanged with days off within a 7 day work week. Exchanges must be within the same 14 day pay period time frame in order to accommodate school, training and special assignments. Flexing of work days and the movement of the affected off days must be mutually agreed upon by both employee and supervision prior to change. Section 19.2 overtime provision will not apply for a voluntary exchange of work days.
5. New Section – Exchange of Work Days – Other  
Employees may exchange their own work days with their own off days up to 3 times annually. Exchanges must be completed within the 14 day pay period time frame. These exchanges must be mutually agreed upon by both employee and supervision prior to change taking place. Supervision retains the right to deny these exchanges using reasonable discretion based upon, but not limited to, creation of any overtime, staffing levels, planned activities/training or special events.

This MOU will become effective on the date signed. It can be reviewed by both parties at the end of each calendar year to see if there are ways to make improvements to this MOU.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on the \_\_\_\_ day of \_\_\_\_\_, 2014, Kenosha, Wisconsin.<sup>1</sup>

KENOSHA COUNTY

KENOSHA COUNTY DEPUTY  
SHERIFF'S UNION

\_\_\_\_\_  
County Executive

\_\_\_\_\_

\_\_\_\_\_  
Personnel Director

\_\_\_\_\_

\_\_\_\_\_  
Corporation Counsel

\_\_\_\_\_  
<sup>1</sup> Original date of this Memorandum of Understanding was 4/7/09.