

**MARATHON COUNTY**

**DEPUTY SHERIFF'S  
ASSOCIATION**



**LABOR AGREEMENT**

**EFFECTIVE  
1/1/2022 TO 12/31/2024**

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## **AGREEMENT**

This Agreement is made on the date hereinafter stated by and between Marathon County, Wisconsin, a municipal governmental authority, hereinafter referred to as "Marathon", "County", or "employer", and the Law Enforcement Employee Relations Division of the Wisconsin Professional Police Association, for and on behalf of the Marathon County Deputy Sheriff's Association, Inc., hereinafter referred to as the "Association".

It is intended by this Agreement to promote harmony among the employees and their employer, Marathon County, and to provide for the efficient operation of the Sheriff's Office of the County and effective law enforcement, and to achieve as the ultimate goal of all parties concerned, a high level of protection of persons and property and the preservation of law and order in Marathon County, and to delineate the responsibilities and duties of the employees affected thereby.

### **Article 1 - Recognition**

Marathon County recognizes the Association as the bargaining representative for all regular full-time deputies employed by the Marathon County Sheriff's Office, excluding the Sheriff, Chief Deputy, Captains, Lieutenants and part-time employees, with regard to negotiations with the County concerning rates, hours and conditions of employment. Marathon County agrees that there shall be no discrimination, interference, restraint or coercion against any member of the Association because of membership therein or participation in any Association activities.

### **Article 2 - Management Rights**

The County possesses the sole right to operate County government and all management rights repose in it, but such rights must be exercised consistently with the other provisions of this contract. These rights, which are normally exercised by the County and Sheriff include, but are not limited to the following:

- A. To direct all operations of the Marathon County Sheriff's Office.
- B. Discharge and take other disciplinary action against employees for just cause.
- C. To relieve deputies from their duties because of lack of work or for other legitimate reasons.
- D. To maintain efficiency of County government operation entrusted to it.
- E. To introduce new or improved methods or facilities.
- F. To change existing methods or facilities.
- G. To contract out for goods and services, so long as it does not result in the layoff of a full-time deputy.
- H. To determine the methods, means, and personnel by which such operations are to be conducted.
- I. To take whatever action which may be necessary to carry out the functions of the county in situations of emergency.
- J. To take whatever action is necessary to comply with State or Federal law. Except that sec. 59.21 Wis. Stats. is subordinate to (B) on the preceding page.
- K. To establish reasonable rules and regulations.

Nothing in this Agreement shall be construed as imposing an obligation upon the County to consult or negotiate with the Association concerning the above areas of discretion and policy.

Any dispute with respect to the reasonableness of the application of said management rights may be processed through the grievance and arbitration procedures. However, the pendency of any grievance shall not interfere with the right of the County to continue to exercise these management rights.

### **Article 3 - Association Activity**

A. **Association Business:** Association business shall be transacted outside of normal working hours. Association deputies shall not be precluded from the proper conduct of the grievance procedure; however, in accordance with the terms of this Agreement, representatives of the Association may confer with such persons for a reasonable period of time. In processing grievances, permission must be received from the immediate supervisor before an employee shall leave a work area and before an Association representative may enter the work area to discuss the grievance. The County reserves the right to designate the meeting area for such discussions. Such meetings shall not seriously interrupt the normal and efficient operation of County business. Association membership meetings shall not be conducted on County property. The bargaining committee of the Association shall be limited to five (5) persons.

B. **Negotiations:** During contract negotiations where the County and the Association participate, members of the bargaining committee shall have their work schedule so arranged by the Chief Deputy to allow them to be physically present, at no loss of time or pay to the employee, so long as such scheduling causes no undue hardship to the County or the employee.

C. **Association Officials:** The Association agrees to provide written notification to the County within seven (7) days following election or selection of Association representatives or other Association officials to enforce the Contract. The County agrees to advise the Association of the proper officials assigned to handle personnel matters involving the Association.

D. **Coercion and Discrimination:** The Association agrees that neither it nor any of its deputies or members will intimidate or coerce employees into membership in the Association or practice any discrimination or interference or restraint against any employees who are not members of the Association.

E. **Bulletin Boards:** The County agrees to provide one (1) bulletin board for the Association's use and erect it in a location to be agreed upon for posting notices regarding the Association affairs, restricted to notices of Association meetings, notices of Association elections, notices of Association recreational and social events and notices concerning bona fide Association activities such as cooperatives, credit unions, and unemployment compensation information and other notices concerning Association affairs which are not political or controversial in nature. Upon written notice from the County, the Association will promptly remove from the bulletin board any such material which is libelous, scurrilous, or in any way detrimental to the labor-management relationship. The County will retain ownership of the bulletin boards and in the event the Association fails to remove materials in violation of this Article, the County reserves the right to remove such materials.

### **Article 4 - Fair Share Agreement**

**Dues Deduction:** The Employer agrees to deduct monthly dues in the amount certified by WPPA/LEER from the pay of employees who individually sign a dues deduction authorization form provided by WPPA/LEER where the Employee is knowingly and affirmatively consenting to the deduction of dues from the employee's paycheck, including any Local Association dues which the employee has authorized to be deducted in conjunction with the WPPA/LEER dues.

It shall be the employee's responsibility to sign the dues deduction authorization form and provide the signed form to the Employer and Association no less than 30 days prior to the date in which dues deductions are to commence.

The Employer shall deduct the combined dues amount each month for each employee requesting such deduction, upon receipt of such form and shall remit the total of such deductions, with a list of employees from whom such sums have been deducted, to the WPPA/LEER or Local Association if applicable, in one lump sum not later than the 1st of the following month.

Authorization of dues deduction by a member may be revoked upon notice in writing to the Employer, WPPA/LEER, or the Local Association and with the understanding that the deduction will cease as reasonably as practical after receipt of written notice of revocation.

No employee shall be required to join the Association, but membership in the Association shall be made available to all employees in the bargaining unit who apply consistently with either the WPPA/LEER or the Local Association Constitution and By-Laws. No employee shall be denied membership because of race, creed, color, sex or other legally protected class status.

It is expressly understood and agreed that WPPA/LEER will refund to the Employer or the employee involved any dues erroneously deducted by the employer and paid to WPPA/LEER and/or the Local Association. WPPA/LEER shall indemnify and hold the Employer harmless against any and all third-party claims, demands, suits, order, judgments or any other forms of liability against or incurred by the Employer, including all costs of defense and attorney's fees, which may arise out of action taken or not taken by the Employer's compliance with this Article.

### **Article 5 - Grievance Procedure**

A. Definition of Grievance: A grievance shall mean a dispute concerning the interpretation or application of this contract.

B. Informal Pre-Grievance Procedure: Prior to filing a written grievance, the employee shall take the following steps:

1. Informally speak to his/her immediate supervisor about the issue.
2. If the issue is not resolved at Step 1, the employee shall speak to the division commander about the issue.

The employee shall complete these two (2) steps within thirty (30) calendar days after the employee knew or should have known of the cause of such dispute.

C. Steps of Grievance Procedure:

Step 1: If the issue cannot be resolved through the informal, pre-grievance procedure, the employee's Association Representative shall prepare a written grievance on forms provided by the County and present the grievance to the Sheriff or Chief Deputy within thirty (30) calendar days after the employee knew or should have known of the cause of such grievance. The Sheriff or the Chief Deputy shall confer with the employee in relation to the grievance and the Association Representative shall be afforded the opportunity to be present at this conference. The Sheriff or Chief Deputy shall respond within ten (10) days after receipt of the grievance in writing. In the event of a grievance, the grievant shall continue to perform the employee's assigned work tasks and grieve the employee's complaint later.

Step 2: If the grievance is not settled at Step 1, the employee or the employee's representative may appeal the written grievance to the Employee Resources Director within fourteen (14) calendar days after receipt of the written decision of the Sheriff or Chief Deputy. The Employee Resources Director shall discuss the grievance with the employee and the Association Representative. The Sheriff or Chief Deputy shall be afforded the opportunity to be present at this conference. The Employee Resources Director shall respond within ten (10) calendar days after receipt of the grievance in writing.

Step 3: If the grievance is not settled at Step 2, the employee or the employee's representative may appeal the written grievance to the Human Resources, Finance and Property Committee within fourteen (14) calendar days after receipt of the written decision of the Employee Resources Director. The Human Resources, Finance and Property Committee shall discuss the grievance with the employee at the next regularly scheduled meeting and the Association Representative shall be afforded the opportunity to be present at this conference. Following said conference, the Human Resources, Finance and Property Committee shall respond within ten (10) days in writing.

D. Arbitration:

1. Time Limit: If a satisfactory settlement is not reached in Step 3, the Association must notify the Human Resources, Finance and Property Committee in writing within fourteen (14) days that they intend to process the grievance to arbitration.
2. Arbitration: Any grievance which cannot be settled through the above procedures may be submitted to an Arbitrator to be selected by the County and the Association. Either party may request the Wisconsin Employment Relations Commission to prepare a list of five (5) impartial arbitrators. If neither party requests the Wisconsin Employment Relations Commission to prepare a list of five (5) impartial arbitrators within thirty (30) days from the Notice of Intent to Arbitrate, the Grievance shall be considered waived. The Association and the County shall then alternately strike two (2) names on the slate with the Association exercising the first strike. The remaining arbitrator on the slate, after the strikes, shall be notified of his/her appointment as arbitrator by the County and the Association.
3. Arbitration Hearing: The Arbitrator selected or appointed shall meet with the parties at a mutually agreeable date to review the evidence and hear testimony relating to the grievance. Upon completion of this review and hearing, the Arbitrator shall render a written decision to both the County and the Association, which shall be binding upon both parties.
4. Costs: Each party shall share equally in the costs of the Arbitrator. Each party, however, shall bear its own costs for witnesses and all other out-of-pocket expenses including possible attorney's fees. Testimony or other participation by employees during an arbitration proceeding shall take place outside of working hours if possible, but in any event such participation shall not be reimbursed nor paid for by the County unless the employee involved is regularly scheduled to work during the arbitration proceeding. It is agreed that no more than two (2) employees who are on duty shall be present at the arbitration hearing at one time.
5. Transcript: There may be a transcript prepared for each arbitration hearing at the request of either party, to be paid for by the parties or party receiving a copy. However, if the arbitrator requests a transcript or a copy of the transcript, the parties shall share all costs of the transcript equally.
6. Decision of the Arbitrator: The decision of the Arbitrator shall be limited to the subject matter of the grievance and shall be restricted solely to interpretation of the contract in the area where the alleged breach occurred. The Arbitrator shall not modify, add to or delete from the express terms of the agreement.

E. General Provisions:

1. Time Limits: The failure of the party to file or appeal the grievance in a timely fashion as provided herein shall be deemed a settlement of the grievance. The party who fails to receive a reply in a timely fashion shall have the right to automatically proceed to the next step of the grievance procedure. However, if it is impossible to comply with the time limits specified in the procedure because of work schedules, illness, vacations, etc., these limits may be extended by mutual consent in writing.
2. Past Grievances: Past grievances may not be filed under the provisions of this procedure and all grievances filed which bear a filing date which precedes or is the same as the expiration date of this Agreement must be processed to conclusion under the terms of this procedure.
3. Special Notice of New Facts: If the grievance has been processed beyond Step 1, and the grievant wishes to add new facts or information into the file, the employee shall immediately transmit notice to the Sheriff or the Chief Deputy and shall indicate in said notice the nature and details of the new facts. When such notice has been transmitted by the grievant, the grievance cannot progress through the arbitration procedures until the Sheriff or the Chief Deputy has had an opportunity to respond.

Within five (5) days of receipt of such special notice, the Sheriff or Chief Deputy shall exercise one of the following options:

- a. S/he may reopen the proceedings at Step 1 for the purpose of reconsidering the Step 1 decision.
  - b. S/he may acknowledge receipt of the facts and stipulate that the grievance proceed.
4. Adjustments from Grievance Conferences: Any adjustments resulting from the grievance conferences under this provision shall not be inconsistent with the terms of this Agreement.

**Article 6 - No Strike**

A. Strike Prohibited: Neither the Association nor any deputies, agents or employees will initiate, promote, encourage, engage in or condone any strike, picketing, slowdown, concerted work stoppage, or any other intentional interruption of work during the term of this agreement.

B. Association Action: Upon notification by the County to the Association that certain of its members are engaged in a violation of this provision, the Association shall immediately in writing order such members to return to work, provide the employer with a copy of such an order, and a responsible official of the Association shall publicly order them to return to work. In the event that a strike or other violation not authorized by the Association occurs, the Association agrees to take all reasonable, effective, and affirmative action to secure the members' return to work as promptly as possible. Failure of the Association to issue the orders and take the action required herein shall be considered in determining whether or not the Association caused or authorized the strike.

C. Penalties: Any or all of the employees who violate any of the provisions of this section may be discharged or disciplined by the employer, including loss of compensation, vacation benefits and holiday pay. In any arbitration proceeding involving breach of this provision, the sole question for the arbitrator to determine is whether the employee engaged in the prohibited activity.

If the Association has either directly or indirectly authorized or sanctioned any strike, acts of work stoppage, slowdown, or other breach of this provision, the sole question for the arbitrator to determine is whether the employee engaged in the prohibited activity.

If the Association has either directly or indirectly authorized or sanctioned any strike, acts of work stoppage, a slowdown or other breach of this provision, the Association shall be liable to the employer for liquidated damages in the amount of fifty dollars (\$50.00) per day for each employee who refused to perform the employee's regular duties. If other employees are made idle as a result of such prohibited actions, the Association shall be liable to the employer for liquidated damages in the amount of one hundred fifty dollars (\$150.00) per day for each day of the strike.

The employer and the Association agree that the employer, at its election, may seek payment of liquidated damages owed under this provision either in state suit proceedings or through the arbitration procedures set forth herein.

In addition to any penalties provided herein, the employer may enforce any other legal rights and remedies to which by law it is entitled.

#### **Article 7 - No Lock Out**

The County agrees that during the term of this agreement it will not lock out any of its employees unless any of the bargaining unit members are participants in a strike or other work stoppage.

#### **Article 8 - Probation**

A. Length: All employees shall serve a probationary period of eighteen (18) months from date of hire in the bargaining unit. For Recruit Deputy, time spent attending basic law enforcement recruit academy will not count towards the probationary period. Deputy I status and probationary period begins the pay period following graduation from Wisconsin Law Enforcement Academy.

B. Conditions: During the probationary period, the employee shall be subject to dismissal for any reason without recourse to the grievance procedure. In the event the employee becomes a permanent employee, the employee's seniority shall accrue to the original date of hire, providing such employee was continuously employed by the County in this bargaining unit.

#### **Article 9 - Seniority**

Department seniority is defined as the length of continuous service with Marathon County as a full-time law enforcement deputy in a bargaining unit position. This would be the date that the employee was placed in a position of a full-time deputy sheriff as allocated by the Marathon County Board of Supervisors. Date of promotion seniority is defined as the date a deputy was promoted to the rank of Detective.

A. Layoff-Recall: If it becomes necessary to reduce the number of positions the last person hired shall be the first person laid off. In any subsequent increases in positions, the last person laid off shall be the first person offered reinstatement.

B. Shift Preference: Shift means scheduled hours of work. In the Patrol Division seniority shall be used for shift selection. Patrol shift selection shall be made on or before November 15 for the following year and effective the beginning of the first full pay period in January unless mutually agreed upon between the Union and Sheriff Administration.

In the Investigative Division shift selection shall be based on date of promotion, as openings occur in the bureau. However, in the event of transfers (forced or unforced) bumping of another position will not be allowed. The transferred individual must accept the open shift/position regardless of seniority, unless that position is posted for selection within the bureau.

C. Lateral Transfer Preference: Lateral transfer means the filling of an open position where no Civil Service test and no pay increase is necessary. Lateral transfer preference shall be given, after due consideration of initiative, knowledge, skill, ability, training, supervisory recommendations, and past

performances as demonstrated by the employee's conduct in carrying out the employee's past daily assignments.

There will be limited terms for lateral transfers where no civil service exam is required:

1. Lateral transfers for Deputies (Detectives excluded) shall be posted every four (4) year term.
2. Terms for units with two (2) or more Deputies shall be staggered and shall overlap by at least one (1) year to allow training and orientation to new duties.
3. Four (4) year terms can be reasonably extended at management's discretion for the purpose of training and orientating a recently assigned employee to his/her new duties.
4. Employees currently in affected lateral positions as of January 1, 2012 shall be grandfathered and allowed to retain their positions.
5. Lateral four (4) year transfer terms shall begin on January 1<sup>st</sup> of the year following the assignment.

D. Accumulation: Seniority shall be accumulated on a month-to-month basis for continuous months of employment. Unpaid absences of not more than thirty (30) days due to excused illness, layoffs, authorized leaves of absence or suspensions shall not interrupt the accumulation of seniority. Seniority shall continue to accrue beyond said thirty (30) days if the employee is convalescing from a job related illness or injury or returns from suspension that results in exoneration or a settlement that includes removal of reference to the cause of the suspension for the employee's personnel file.

E. Overtime Preference: For the purpose of selecting and working overtime department seniority will be used for the Patrol Division and date of promotion seniority will be used for the Investigative Division. The first choice to work an overtime activity shall be the most senior employee within a bureau, shift, division, or detail that has primary responsibility for the activity. Overtime selection will be based on seniority in the following order of priority: (1) current shift scheduled off, (2) others scheduled off, (3) splitting shift between those working. An employee who has a specific area of job concentration, specialized training or primary work assignment will always be given first opportunity to work the overtime assignment. If a senior employee is not offered overtime according to this paragraph, they will be compensated for the hours missed without being required to work replacement hours. If exigent circumstances or an immediate need to assign personnel arise then the Sheriff or his designate may disregard the overtime selection process, if the situation will not allow time for the selection process to be used.

#### **Article 10 - Job Posting**

Job changes of more than thirty (30) days or permanent job changes, or created positions, where no Civil Service Examination is required, shall be posted for at least ten (10) days on the Department bulletin board by the Sheriff. Any Deputies who are not working during this ten (10) day period of such posting shall be emailed a copy of the job change within five (5) days after the posting thereof. Such posting shall include the title of the position and the date the vacancy arose or the position was created; any special training or skills that are necessary to perform the job; the duration of any appointment; the date the vacancy is to be filled; whether it will be filled temporarily or permanently and provide space for interested applicants to sign up. During the posting period the County may temporarily assign deputies to work in that position.

## **Article 11 - Work Week**

**4/2 Work Schedule:** The normal work schedule for full-time deputies shall be a cycle of four (4) consecutive days on with two (2) consecutive days off averaging 33.668 hours per cycle, based upon 60.833 cycles per year. The normal work day shall consist of eight (8) hours and twenty-five (25) minutes. The annual scheduled hours shall be 2048 hours; however, the annual base pay shall be based on 2080 hours. Deputies shall report for duty fifteen (15) minutes prior to the hour and heading to their assigned area and be off duty at ten (10) minutes after the scheduled hour.

Every reasonable effort shall be made to allow two (2) patrol deputies to be off of any one (1) shift. This pertains to scheduled vacation, compensatory time, personal holidays, training, sick leave, leave of absence, or any other schedule off time. The County may limit the above off time after incurring a total of twelve (12) overtime shifts per calendar year as a result of having at least two (2) deputies off of any one (1) shift.

**5/2 Work Schedule:** Deputies'/Detectives' regularly scheduled annual hours are to equal Patrol Deputies' regular scheduled annual hours. Kelly hours shall be credited to equalize the difference. For example, Deputies/Detectives working the 5 days on 2 days off cycle (2080 hours annually) shall receive 32 Kelly hours per calendar year to equalize the annual hours of the Deputies working the 4 days on 2 days off cycle (2048 hours annually).

Detectives (excluding SIU assignment) will work a 5/2 schedule, Monday through Friday. Individuals will have an established (non-rotating) shift scheduled between 8:00 a.m. and 6:00 p.m.

Kelly Days not used during the calendar year earned are forfeited unless permission to carry over is granted by the Sheriff. Kelly Days are paid out upon termination if required notice is provided (See Article 32 – Separation Benefit).

Deputies shall receive a meal period of thirty (30) minutes and two fifteen (15) minute breaks during their scheduled shift. However, it is considered that they are on-call during the meal and break periods without additional compensation.

## **Article 12 - Wages**

A. **Wages:** As of the effective date of this Agreement, employees shall be paid the wages set forth in Appendix "A" to this Agreement. Payday shall be at the normal payroll period of other County Employees.

Wages shall be paid through direct deposit. Employees shall complete the necessary authorizations to effectuate the direct deposit of wages.

B. **Classification Changes:** Whenever an employee's classification is changed, said change shall take effect on the first day of the pay period during which such change takes place.

C. **Job Transfers:** Any employee coming under this Agreement who is required to perform services regularly assigned to a lower classification shall continue to receive the pay of the employee's rated classification and any employee who performs services regularly assigned to a higher classification for eight (8) or more consecutive hours shall receive the pay for all hours worked in the classification.

## **Article 13 - Wisconsin Retirement System**

All eligible employees shall be included under the Wisconsin Retirement System. Employee contribution shall be equal to but not more than the general municipal employee WRS contribution. The County agrees to pay any remaining portion of the employee's share of his/her Wisconsin Retirement System qualified earnings to the Wisconsin Retirement System in addition to the County's share.

#### **Article 14 - Overtime and Compensatory Time Off**

A. **Definition:** All time worked in excess of the employee's regularly scheduled shift, on the employee's days off and in court appearances at the request of the County on the employee's day off shall be overtime.

B. **Payment:** Overtime shall be compensated for at time and one-half (1½) the hourly rate of the employee or compensatory time and one-half (1½). Overtime worked on a Holiday as defined per Article 20, shall be compensated for at either two times (2X) the hourly rate of the employee or two times (2X) the time worked as compensatory time. The employee may request overtime payment or compensatory time off and such requests shall be at the discretion of the employee. Unused compensatory time may be carried over to the succeeding year. Compensatory time shall be accumulated to a maximum of sixty-seven (67) hours at any one time.

C. **Hourly Rate:** Hourly rates shall be determined by dividing the basic monthly rate by 173.3.

D. **Travel Time:** Any employee required to travel outside of Marathon County on approved official business shall be compensated for actual travel time up to but not to exceed eight (8) hours straight time per trip per day of travel unless some other arrangement is approved by the Sheriff or Chief Deputy.

#### **Article 15 - Promotional Procedure**

A. The following procedures is hereby established in order to provide a job-related and fair method for determining promotions to Detective. An employee must have three (3) years of service as a Deputy in the Marathon County Sheriff's Office to be eligible for promotion.

1. The Outside Panel oral examination shall be conducted by a panel comprised of three (3) law enforcement professionals from outside of Marathon County. The Sheriff and the Chief Deputy may assist the interview panel by providing interview questions and evaluation guidelines.
2. The Civil Service Commission oral examination is to be weighted one-third (33.3%), the Outside Panel oral examination one-third (33.3%), and the management work record review one-third (33.3%), in computing the final score of the applicant. The management work record review may include review of employee performance evaluations, personnel file, commendations/discipline, and supervisory input. The final scores qualifying for certification shall be computed and forwarded to the appropriate promotion authority for final selection and conformity with state and County regulations.
3. At the applicant's request, he/she shall be privately apprised of his/her own results and ranking, but this shall only be done after both the Civil Service and Outside Panel oral examinations and the management work record review have been completed.

B. An employee promoted to a higher position shall serve a one-year trial period in the position. During the one year trial period the employee may be returned to the employee's former position and former rate of pay at the employee's request or if the Employer determines that the employee is not satisfactorily performing the duties and responsibilities of the position. It is the intent of this agreement that employees promoted out of the bargaining unit may be returned to the bargaining unit under the terms stated above with no loss of seniority.

#### **Article 16 - Shift Differential**

Employees assigned to either the second, third or power shifts shall be paid a shift differential of forty dollars (\$40.00) per pay period. Leave of absence is not to be included in the differential pay computation; however, such compensation shall include PTO, sick days, vacation, off days and holidays. Employees whose shifts overlap the above shifts shall receive a pro rata differential. This section does not apply to employees when working a day shift.

## **Article 17 - Uniform Allowance**

A. **Hardware, Insignia, Firearms:** The County agrees that it will provide all hardware, insignia, firearms, handcuffs, etc., to include, but not limited by this enumeration: One (1) pistol, one (1) Sam Browne belt and its accessories with all brass and badges, and such related equipment or replacement or substitutions therefore as the appropriate committee may from time to time determine. The County will maintain the same at its expense.

B. **New Deputies:** During an employee's first year of employment, the County shall provide to the new deputy the initial authorized uniform. Upon the successful completion of one (1) year of service, the deputy shall receive a prorated share of the full annual uniform allowance for purchase, replacement and care of uniform items. Said payment shall be made the first pay date after the deputy has completed one year of employment.

C. **Permanent Deputies:** All permanent deputies (uniformed or plain clothes) shall receive an annual uniform-clothing allowance of seven hundred and fifty dollars (\$750.00) for purchase, replacement and care of uniform items to be paid on the 2<sup>nd</sup> pay date in January. A newly promoted Detective shall receive a one-time clothing allowance payment of three hundred dollars (\$300.00) the first pay date after the promotion occurs.

D. **Damaged Clothing or Equipment:** The County agrees that it will replace at its own expense all items of hardware and equipment herein-before stated and all clothing items that are stolen or damaged to the extent which renders them unserviceable while in official use. All items damaged as a result of an employee's negligence shall be personally replaced by the employee. It is the sole responsibility of the Sheriff or Chief Deputy to determine whether an item has been stolen or rendered unserviceable during the employee's official duties or as a result of the employee's negligence.

E. **Maintenance:** All Deputies shall be responsible for maintaining their uniforms and all equipment in good working order and in good condition.

F. **Termination:** In the event a recruit fails to satisfactorily complete their probation, the uniform shall be returned to the County.

G. **Body Armor:** The County agrees to provide new (non-refurbished) body armor to deputies. The Sheriff shall determine the specifications of the body armor purchased by the County as long as the specification is not lower than a Threat II level. An deputy who wishes to purchase another brand of body armor at the Threat II level or body armor offering greater protection will be reimbursed for the actual cost up to the cost of the County issued body armor. Replacement by the County shall be made pursuant to manufactures specifications.

Deputies provided body armor or reimbursed for body armor in accordance with this provision shall wear the body armor at all times while on duty, unless given permission to the contrary by the Division Commander, the Chief Deputy, or the Sheriff.

## **Article 18 - Insurance Benefits**

A. **Medical and Hospitalization Benefits:** The County will pay Eighty Five Percent (85%), and the employee will pay Fifteen Percent (15%) of the monthly health insurance premium of the preferred plan. Employees may select other plans offered, but the County contribution will not exceed the dollar equivalent to 85% of the preferred plan monthly premium. Employees must pay the remainder. Deputies shall be eligible for any wellness incentives that Marathon County offers to its employees. Probationary employees must indicate whether or not they desire to be covered by the County's health insurance plan within the first thirty (30) days of employment, with coverage to be effective upon the first (1st) of the month following date of hire. No employee shall make any claim against the County for additional compensation in lieu of or in addition to the County's contribution because the employee does not qualify for the family plan. Consult the summary plan description(s) for details regarding health plan benefit options.

B. Dental Insurance Benefits: The County agrees to pay Fifty Percent (50%) of the cost of the dental insurance program. Probationary employees must indicate whether or not they desire to be covered by the County's dental insurance program within the first thirty (30) days of employment, with coverage to be effective upon the first of the month following date of hire. No employee shall make any claim against the County for additional compensation in lieu of or in addition to the County's contribution because the employee does not qualify for the family plan. Upon receipt of any notices concerning any rate increase or decrease, the County shall provide the Secretary of the Association with a copy of such notice within ten (10) days.

Employees will be offered the Delta Dental PPO plan. In the event that the current dental insurance program/plan provider discontinues our program/plan or will not continue to offer the same level of benefits to our group, the parties agree to reopen the dental insurance benefits to negotiations if permitted by law.

C. Life Insurance Benefits: Deputies are also eligible to participate in the state group life insurance program. Premiums shall be paid by the deputies.

D. Should the County cease, default or modify the deposit amounts of the Healthcare Reimbursement Arrangement (HRA) after January 1, 2012 the County agrees to immediately apply to the current and all future Appendix A – Salary Schedules the equivalent of a fifty cents (\$0.50) per hour increase to each described classification.

E. Income Continuation Insurance: The County agrees to pay the full cost for a 90 day elimination period for basic Income Continuation Insurance. Employees may elect a shorter elimination period by paying the additional premiums.

#### **Article 19 - Post Employment Health Plan**

The County shall contribute \$21 per pay period toward the Post Employment Health Plan on behalf of each employee. These contributions shall accumulate in a trust account for the payment of qualified medical expenses incurred after leaving employment. Additionally, the County shall pay the annual administrative fee associated with this program.

#### **Article 20 - Holidays**

A. Holiday Pay: There is no waiting period for new Deputies to receive holiday pay.

New Years Day	Labor Day
Martin Luther King Day	Thanksgiving Day
Easter	December 24th
Memorial Day	Christmas Day
Independence Day	December 31 <sup>st</sup>

Deputies shall receive one day compensation of eight (8) hours at their normal rate of pay for holidays during the payroll when the holiday occurs. In addition to the holiday pay, Deputies who work on a listed holiday shall receive one and a half times (1 ½X) of their hourly rate for all regularly scheduled hours. Overtime hours worked on a holiday shall be compensated at two times (2X) the hourly rate of the employee. Deputies have the option to be paid for overtime worked on holidays or to have overtime hours banked as compensatory time at two times (2X) the hours worked as stated in Article 14.

B. An efficient staffing model will be observed on Holidays allowing the Department to meet minimum staffing requirements. PTO, Vacation and Compensatory time off requests shall take precedence over required Holiday staffing model reductions. Deputies/Detectives when relieved from work (voluntarily or otherwise) on a normal scheduled workday that is also a contractual Holiday or Courthouse Holiday closure day shall receive their normal rate of pay for the day in addition to the Holiday pay.

C. Detective Holiday Staffing: A minimum of two Detectives shall be given the opportunity to work on Holidays that fall within the workweek. Scheduling preference shall be granted by bureau seniority within the group of Detectives assigned on-call duties and secondarily to other Detectives.

D. Court Security, Warrant Unit and Civil Process Unit Holiday Staffing: To assist employees in making transfer/promotional decisions, these units may not be staffed when the Courthouse is closed in recognition of one of the contractual Holidays and therefore paragraph B applies.

**Article 21 – Paid Time Off (PTO)**

A. Purpose: The purpose of the Paid Time Off (PTO) plan is to provide employees the flexible means of accruing and using paid time off. PTO can be utilized for any purpose, subject only to necessary request and approval procedures consistent with County policies, department policies, and this labor agreement.

PTO is a combination of time used for vacation, sickness and other personal time under a single accrual.

B. Accrual Process: Eligible regular employees earn PTO each payroll period. No employee shall earn the biweekly accrual if the employee is paid less than 50% of his/her standard scheduled work hours per pay period.

At time of hire, employees will be credited 80 hours of PTO and must sign the acknowledgement to deduct hours from an employee’s PTO accrual until such time as the total hours of PTO credited to the employee have been reimbursed. The acknowledgement also authorizes the County, upon an employee’s termination, to deduct from the employee’s final paycheck any remaining PTO credit that has not been repaid to the County. If an employee’s paid hours on last check do not cover remaining credited hours, the employee agrees to allow County to deduct outstanding amount from PEHP conversion, if applicable **OR** send payment to the County for outstanding amount within 30 days from invoice date.

**PTO Accrual Rates for Employees Allocated to Full-Time Position**

Years of Continuous Service	Biweekly Accrual	Annual Accrual Based on Biweekly Accrual	Approximate Annual Accrual		Maximum Accumulation Allowed Hours	Maximum Eligible Payout at Time of Separation
			Hours	Days		
0 thru 8	6.7692	175.9992	176	22	320	216
9 thru 14	8.0000	206.0000	208	26	320	248
15 thru 19	9.8462	256.0012	256	32	320	296
20 +	10.7692	279.9992	280	35	320	320

C. Sick Leave Banks Earned Prior to 1/1/15: Employees sick leave banks will be frozen and set aside on 12/31/14. Employees may use accrued sick leave only for conditions that would be qualifying and/or approved Federal/Wisconsin Employee and Family Medical Leave (FMLA). Hours used will be paid at the pay rate in effect at time of use. When an employee retires or dies, a maximum of 50% of the sick leave remaining in the employee’s sick leave bank will be converted to its monetary value (employee’s 12/31/14 hourly rate) and deposited into the employee’s Post Employment Health Plan (PEHP) account

D. Vacation and Perfect Attendance Leave (PAL) Earned Prior to 1/1/15: Employees vacation and PAL banks will be frozen on 12/31/14. Employees may request to use and upon supervisor approval use accrued vacation and PAL during their employment at the pay rate in effect at time of use.

At time of voluntary separation (excluding retirement), employees who subsequently leave County employment in good standing and give required notice shall receive payment at their 12/31/14 hourly rate for all remaining accrued vacation and perfect attendance leave.

At time of layoff or death, employees shall receive payment at their 12/31/14 hourly rate for all remaining accrued vacation and perfect attendance leave.

At time of retirement, employees who leave County employment in good standing, give required notice, and who apply for Wisconsin Retirement Fund benefits at least (30) days before the last day of work or who are forced to retire due to medical disability, shall have vacation and perfect attendance leave deposited at their 12/31/14 hourly rate into the employee's Post Employment Health Plan (PEHP) account.

If involuntarily terminated from employment for reason other than layoff, employees will not receive payment for vacation and perfect attendance leave.

E. PTO, Vacation and Other Time Off Scheduling: The number of Deputies on vacation or scheduled PTO at any period shall be determined by the Sheriff. The choice of vacation or scheduled PTO time shall be made on the basis of seniority within each division, bureau, detail, work unit, or crew. Bargaining unit seniority shall govern the choice of vacation or scheduled PTO time for employees returning to the patrol division. The selection by any Deputy of a vacation or scheduled PTO period of a duration of one full week, two full weeks, etc., shall take precedence over a selection by another Deputy of a period of less than one full week.

F. Scheduled Absences: Employees shall be allowed to use PTO, Vacation, Comp Time and PAL as requested with prior approval from supervisor per departmental protocol. Employees shall make every effort to schedule routine medical appointments outside of regular work hours. If this is not possible it should be scheduled in such a way that causes least disruption to the department operations.

One (1) week vacation or scheduled PTO shall consist of the number of days of a scheduled work week. Holidays and off days shall not be considered as part of vacation or scheduled PTO. The Sheriff shall not issue a policy or exercise a practice of routinely denying all PTO requests which fall on a holiday.

G. Unscheduled Absences: When an employee is requesting paid time off for a personal or family illness or injury or an emergency, the employee must report the reason for time off in accordance with department protocol or at least one-half hour before the start of the work day or shift, except in cases of emergency or development of the illness during work hours.

H. Minimum Usage: Paid time off (PTO, vacation, PAL, sick leave and comp time) may be used in no less than 15 minute increments, unless departmental policy requires greater minimum usage.

I. PTO for Extended Family Funeral Leave: In the event of a death of a member of the current extended family of a regular employee, the employee may request and upon request, shall be granted to use one day of paid leave (PTO, vacation, PAL, comp time). Additional time off may be granted by the department. Extended family means the employee's or the employee's spouse's brother-in-law, sister-in-law, uncle, aunt, niece or nephew and the employee's spouse's grandparent. Employees may be required to furnish proof of death and their relationship to the deceased.

## **Article 22 - Leave of Absence**

The County, in the sole discretion of the Sheriff, may grant a leave of absence without pay to any employee upon request to further education or where the County will directly benefit from the leave. The leave may be given for a period not to exceed one (1) year for any one request. Any requested leave of absence shall be submitted to the Sheriff and Human Resources, Finance and Property Committee for approval in their sole discretion. Any employee who has used all of their sick leave and vacation time and is still unable to return to work due to sickness shall notify the County and request a leave of absence. A leave of absence without pay shall automatically be granted for a period not to exceed one (1) calendar year or until the employee is physically able to return to work, whichever is sooner. The County may require, at reasonable intervals, a doctor's statement or other evidence of proof of illness. If the employee cannot return to normal duties following the completion of the employee's leave of absence for reasons of illness, the employee shall be terminated, unless the County, in its sole discretion, can find another position which the employee can fill. In no case shall a leave of absence be granted for the purpose of accepting other employment or self-employment. During the period of a leave of absence, no

vacation, sick leave or other benefits (other than seniority) shall accrue to the employee. The County shall allow any deputy on leave of absence to continue their medical, dental and life insurance benefits, however, the deputy shall pay the entire cost of such coverages.

### **Article 23 - Sick Leave**

A. Retirement Benefit - Sick Leave Conversion to Post Employment Health Plan (PEHP): Deputies retiring shall have their sick leave, using the conversion formula based on employee's 12/31/14 hourly rate, deposited into their PEHP account. In order to determine the deputy's sick leave conversion benefit the following formula would apply:

Years of continued uninterrupted service + age = credits

(EXAMPLE: 20 years of continuous service + 55 = 75 credits)

For credits above 65 but below 75, deduct 5 percent from the standard conversion for each year short of 75.

Examples:

75 credits	=	Standard 50 percent conversion of sick leave to dollar credits
74 credits	=	45 percent conversion
73 credits	=	40 percent conversion
72 credits	=	35 percent conversion
71 credits	=	30 percent conversion
70 credits	=	25 percent conversion
69 credits	=	20 percent conversion
68 credits	=	15 percent conversion
67 credits	=	10 percent conversion
66 credits	=	5 percent conversion
65 credits	=	0 percent conversion

In order to be eligible for the above-described benefit, the employee must meet all of the following conditions:

- 1) Be Wisconsin Retirement Systems (WRS) eligible and apply for a WRS annuity at least 30 calendar days before last day worked; and
- 2) Provide the required notice as outlined in Article 32 – Separation Benefit.

B. Disability Retirement and Death Benefit - Sick Leave Conversion to Post Employment Health Plan (PEHP): If an employee is forced to retire due to medical disability or dies, fifty percent (50%) of the sick leave remaining in the employee's accumulated sick leave account may be converted to its monetary value (employee's 12/31/14 hourly rate, exclusive of shift differential) and deposited into the employee's Post Employment Health Plan (PEHP) account.

### **Article 24 - Worker's Compensation**

Employees eligible for worker's compensation benefits shall for the first ninety (90) working days receive their worker's compensation benefit check and through payroll receive the difference between their normal weekly wage and their weekly worker's compensation benefit. After the ninety (90) working days, the employee must exercise one of the following options:

1. Receive the Worker's Compensation benefit with no reduction from accumulated sick leave; or
2. Receive the Worker's Compensation benefit and be paid the difference between the regular pay based upon a normal work week and the Worker's Compensation benefit with

the County charging the employee's sick leave account with the number of hours that equal the cash differential between the Worker's Compensation and regular pay.

#### **Article 25 - Shift Trading/Notification**

Employees may change shifts and/or days off with one another subject to the approval of the shift commander and/or the Chief Deputy. There will be no set limit to the number of times that an deputy may change, and the deputy schedules will be responsible for being present for the employee's tour of duty. No employee shall be paid overtime as a result of a shift trade.

#### **Article 26 - Residency**

Deputies may reside outside of Marathon County but must establish and maintain a residence which allows a response time of no greater than 15 minutes to the Marathon County line at any of its borders. New deputies shall have 180 days from the time of initial appointment to establish such residency.

#### **Article 27 - Funeral Leave**

A. Immediate Family: In the event of death in the immediate family of a Deputy, such Deputy will be paid for time lost from scheduled work to make arrangements for and to attend the funeral. The employee shall be entitled to the day of the funeral and either the two days before (or after) or the one day before and one day after the funeral for a total of three (3) days, including the day of the funeral. The Sheriff reserves the right to deny funeral leave in the event of an emergency. Immediate family shall mean the employee's spouse, children, daughter-in-law, son-in-law, grandchildren, grandparents, parents, brother, sister, mother-in-law, father-in-law, or any person who has resided with the employee immediately preceding the person's death. The definition of immediate family includes step-relatives in the categories listed in Paragraph (A).

B. Notice: Employees desiring funeral leave shall, upon knowledge of an eligible death, promptly make application thereafter to the Department Head so that work schedules can be appropriately adjusted. Employees must use the Funeral leave in consecutive work days which includes the day of the funeral unless an exception is granted by the Department Head or their designee. Employees may be required to furnish proof of death and their relationship to the deceased.

C. Extended Family: See Article 21 – Paid Time Off (PTO), Paragraph J.

#### **Article 28 - Military Leave**

Deputies who are members of the Deputy's Reserve Corps, Enlisted Reserve Corps, Naval Reserve, Marine Reserve, National Guard, State Guard, Air Force Reserve, or the State of Wisconsin, shall be granted a leave of absence, if required, to participate in summer encampment training duties. Such Deputies shall be paid the difference, if any, between the regular rate of pay and the employee's military pay, for the period involved not to exceed fifteen (15) working days (maximum of 120 hours) in any calendar year. In the event of a national or state emergency such Deputy may take an extended military leave of absence without pay if ordered to active duty without loss of seniority. The County shall allow any Deputy on military leave to continue the employee's medical insurance coverage however, the Deputy shall pay the premiums.

#### **Article 29 - Defense of Claims**

The County shall defend actions brought against any employee arising out of any acts the employee performed or failed to perform in the scope of the employee's employment, provided the employee was acting in good faith. Any judgment obtained in any suit against any employee as provided in this section shall be paid by the County, provided the County defended said action. Failure by the employee to give notice to the Sheriff that an action has been commenced against the employee as soon as reasonably possible shall be a waiver of protection under this provision.

If the County, in its opinion, decides the employee was not acting in the scope of the employee's employment at the time the cause of action involved in any lawsuit against the employee arose, and therefore refuses to defend the employee, and in the lawsuit the jury or court finds that the employee was acting within the scope of the employee's employment, the County shall pay reasonable attorney's fees, costs and the judgment.

### **Article 30 - Severability**

If any article or part of this Memorandum of Agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or part should be restrained by such tribunal, the remainder of the Memorandum of Agreement shall not be affected thereby and the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or part.

### **Article 31 - Jury Duty**

Deputies who are covered by this agreement who serve on a jury shall be paid the difference between the jury or witness fees and their regular earnings. Deputies when released from jury duty shall immediately return to their job and complete their scheduled work day. Deputies shall not be entitled to overtime or shift differential under this provision.

### **Article 32 - Separation Benefit For PTO, Vacation, Compensatory Time and Perfect Attendance Leave**

At time of voluntary separation (death or resignation) deputies with at least eighteen (18) months of service who subsequently leave the employ of the County in good standing, upon giving two (2) weeks written notice, shall receive payment for accrued PTO up to the "maximum eligible payout" based on their length of service (see Article 21), vacation time, compensatory time, and perfect attendance leave credits. PTO will be paid out at the employee's current hourly rate; however, vacation and perfect attendance leave will be paid out at 12/31/14 hourly rate.

At time of retirement, deputies who subsequently leave the employ of the County in good standing, upon giving two (2) weeks written notice, shall have their Sick Leave, Vacation and Perfect Attendance Leave (PAL) converted to the Post Employment Health Plan (PEHP) at the rate of pay in effect on December 31, 2014. Sick Leave conversion shall be governed by the formula in Article 23(A). Paid Time Off (PTO) shall be paid out at the employee's rate of pay at time of retirement up to the "maximum eligible payout" based on their length of service (see Article 21).

At the time of retirement in good standing deputies will be awarded with their duty handgun provided the deputy is not bared from ownership by law, and the transfer is in accordance with the Bureau of Alcohol, Tobacco, Firearms, and Explosives (ATF) guidelines.

The deputy's last day of work will be the last day on the payroll. Deputies will not be permitted to utilize PTO, vacation, compensatory time and/or perfect attendance leave and stay on the payroll after the last day at work. This policy may be waived upon recommendation of the Employee Resources Director and only in personal emergency or crisis situations.

### **Article 33 - Call Time/Court Time**

A. Call-In: When a deputy is called into work outside the deputy's regular scheduled hours of work the deputy shall receive a minimum of two (2) hours of pay at the applicable hourly rate regardless of the time they were called. If the deputy is called in one (1) hour prior to their regular shift, they will still receive two (2) hours call-in pay.

B. On-Call Premium: Detectives will receive \$1.85 effective January 12, 2020 and \$2.25 effective January 10, 2021 per hour (\$118.40 effective January 12, 2020 and \$144 effective January 10, 2021 per weekend) when required to be available for calls outside of the normal Detective Bureau hours. In addition, the County shall provide the Detective with use of a take-home squad for the period the Detective is on call. (This does not apply to deputies on special activity teams.)

C. Court Appearances: When a deputy is required to report for court appearance s/he shall receive a minimum of three (3) hours pay at the applicable hourly rate. The call time payment for court appearances (3 hours) shall be paid if the deputy is provided less than twenty four (24) hours advance notice of cancellation.

### **Article 34 - Entire Memorandum of Agreement**

The foregoing constitutes the entire Memorandum of Agreement between the parties by which the parties intended to be bound and no verbal statements shall supersede any of its provisions. The County agrees that it will not enter into any other agreement, written or verbal, with the employees covered by this agreement, other than through the Association. This agreement is subject to amendment, alteration, or addition only by a subsequent written agreement between and executed by the County and the Association where mutually agreeable. The waiver of any breach, term or condition of this agreement by either party shall not constitute a precedent in the future enforcement of all of its terms and conditions. All existing ordinances and resolutions of the County Board affecting wages, hours and conditions of employment and the rules of the Civil Service Commission not inconsistent with this agreement are incorporated herein by reference as though fully set forth. To the extent that the provisions of this Agreement are in conflict with the existing ordinances or resolutions, such ordinances and resolutions shall be modified to reflect the agreements herein contained.

### **Article 35 - Duration of Agreement**

A. Term:

This Agreement shall be effective as of the date of execution by the parties and shall remain in full force and effect through December 31, 2024, and shall renew itself for an additional one-year period thereafter, unless either party, pursuant to this Article, has notified the other party in writing it desires to alter or amend this Agreement at the end of the contract period.

B. Timetable for Conference and Negotiations:

Step 1: Submission of Association bargaining requests in writing by July 1 to the Employee Resources Director.

Step 2: The County will present its proposals to the Association by August 1.

Step 3: Negotiations will commence after the response of the County but in no event later than September 1.



## Appendix A – Salary Schedule

Effective January 9, 2022

3% Increase

<b>Classification</b>	<b>Monthly</b>	<b>Yearly</b>	<b>Hourly</b>
Detective II	6,631	79,574	38.26
Detective I	6,435	77,215	37.13
Deputy Sheriff V	6,376	76,507	36.79
Deputy Sheriff IV	6,105	73,255	35.23
Deputy Sheriff III	5,855	70,260	33.79
Deputy Sheriff II	5,651	67,810	32.61
Deputy Sheriff I	5,115	61,382	29.52
Recruit Deputy	4,348	52,174	25.09

**Recruit Deputy:** Time spent attending basic law enforcement recruit academy will not count towards the probationary period. Deputy I status and probationary period begins the pay period following graduation from Wisconsin Law Enforcement Academy.

## Appendix A – Salary Schedule

**Effective January 8, 2023**

**2% Increase**

<b>Classification</b>	<b>Monthly</b>	<b>Yearly</b>	<b>Hourly</b>
Detective II	6,764	81,165	39.03
Detective I	6,563	78,759	37.87
Deputy Sheriff V	6,503	78,037	37.52
Deputy Sheriff IV	6,227	74,720	35.93
Deputy Sheriff III	5,972	71,665	34.46
Deputy Sheriff II	5,764	69,166	33.26
Deputy Sheriff I	5,218	62,610	30.11
Recruit Deputy	4,435	53,217	25.59

**Effective July 9, 2023**

**1% Increase**

<b>Classification</b>	<b>Monthly</b>	<b>Yearly</b>	<b>Hourly</b>
Detective II	6,831	81,977	39.42
Detective I	6,629	79,547	38.25
Deputy Sheriff V	6,568	78,817	37.90
Deputy Sheriff IV	6,289	75,467	36.29
Deputy Sheriff III	6,032	72,382	34.81
Deputy Sheriff II	5,822	69,858	33.59
Deputy Sheriff I	5,270	63,236	30.41
Recruit Deputy	4,479	53,749	25.85

**Recruit Deputy:** Time spent attending basic law enforcement recruit academy will not count towards the probationary period. Deputy I status and probationary period begins the pay period following graduation from Wisconsin Law Enforcement Academy.

## Appendix A – Salary Schedule

### Effective January 7, 2024 2% Increase

<b>Classification</b>	<b>Monthly</b>	<b>Yearly</b>	<b>Hourly</b>
Detective II	6,968	83,617	40.21
Detective I	6,762	81,138	39.02
Deputy Sheriff V	6,699	80,393	38.66
Deputy Sheriff IV	6,415	76,976	37.02
Deputy Sheriff III	6,153	73,830	35.50
Deputy Sheriff II	5,938	71,255	34.26
Deputy Sheriff I	5,375	64,501	31.02
Recruit Deputy	4,569	54,824	26.36

### Effective July 7, 2024 1% Increase

<b>Classification</b>	<b>Monthly</b>	<b>Yearly</b>	<b>Hourly</b>
Detective II	7,038	84,453	40.61
Detective I	6,829	81,949	39.41
Deputy Sheriff V	6,766	81,197	39.04
Deputy Sheriff IV	6,479	77,746	37.39
Deputy Sheriff III	6,214	74,568	35.86
Deputy Sheriff II	5,997	71,968	34.60
Deputy Sheriff I	5,429	65,146	31.33
Recruit Deputy	4,614	55,372	26.62

**Recruit Deputy:** Time spent attending basic law enforcement recruit academy will not count towards the probationary period. Deputy I status and probationary period begins the pay period following graduation from Wisconsin Law Enforcement Academy.

## **Appendix B**

### **Recruit Deputy, Deputy I, II, III, IV, V and Detective II Classification/Qualifications/Duties**

#### **Recruit Deputy**

1. Should the Marathon County Sheriff's Office hire a new full-time deputy(s) and the deputy(s) is not certifiable or certified as a law enforcement deputy in the State of Wisconsin, the Sheriff's Office will enroll and sponsor the recruit in a Basic Law Enforcement Training program.
2. For all hours the Recruit Deputy is in attendance of the basic training, the parties agree the appropriate wage rate shall be an hourly Recruit rate of 80% of the current Deputy I salary as specified in the salary schedule, up to forty (40) hours per week.
3. The maximum compensation afforded for work as a Recruit Deputy will commensurate with the total number of hours as determined by the Department of Justice, Training and Standards Bureau.
4. A Recruit Deputy will earn contractual benefits excluding Kelly hours.
5. Deputy I status begins the pay period following graduation from Wisconsin Law Enforcement Academy. Time spent attending basic law enforcement recruit academy will not count towards the probationary period.

#### **DEPUTY I**

1. Start 18 month probationary period in accordance with Article 8.

#### **DEPUTY II**

1. After successful completion of 18 month probationary period as a Deputy I.
2. Meet minimal employment standards set by Wisconsin Law Enforcement Standard Board.
3. Must meet or exceed department performance standards.

#### **DEPUTY III**

1. Three (3) years full-time service as a Deputy Sheriff with the Marathon County Sheriff's Office.
2. Meet/exceed all of the qualifications for Deputy II.
3. Demonstrate leadership skills, responsible work ethic, and willingness to follow overall management objectives.

#### **DEPUTY IV**

1. Seven (7) years of full-time service as a Deputy Sheriff with the Marathon County Sheriff's Office.
2. Meet or exceed all of the qualifications for a Deputy II and Deputy III.

#### **DEPUTY V**

1. Ten (10) years of full-time service as a Deputy Sheriff with the Marathon County Sheriff's Office. Must meet or exceed all of the qualifications for a Deputy II, Deputy III, and Deputy IV.

#### **DETECTIVE II**

1. Two (2) years of full-time service as a Detective with the Marathon County Sheriff's Office.

## **Classification Adjustment Procedure**

- A. Persons filling the Deputy II, III, IV and V positions may be reduced to a lower classification for a minimum of six (6) months under the following conditions:
1. Failure to maintain job qualifications, or failure to satisfactorily perform the duties of the classification as reasonably determined by the Sheriff based on the performance and conduct of the deputy; and
  2. Sixty (60) days prior to demotion the deputy shall be notified, in writing, of the job performance problem(s) and given an opportunity to improve his/her job performance and avoid the pay reduction; and
  3. Deputy was afforded a reasonable opportunity to participate in regularly scheduled training programs to maintain required certifications; and
  4. Deputy fails to meet conditions set forth in written notice by the end of the sixty (60) day period.
- B. Deputies shall be reinstated to the classification and pay step if:
1. Deputy meets the conditions set forth in written notification.
  2. A minimum of six (6) months was spent at the reduced classification.
  3. Deputy requests, in writing, return to the classification and the Sheriff determines that the deputy has successfully demonstrated the necessary qualifications to return to the position.

## **Appendix C**

### **Special Activity Pay**

Deputies in each classification will receive a payment of \$425.00 a year if involved in a minimum of forty (40) hours per year, in one or more of authorized department's special activities (responsibilities assumed in addition to regularly assigned job duties):

- Bomb Team Member\*\*
- CART
- CIT
- CMV
- CVSA Examiner Community Service Presentations
- Clandestine Lab Investigator\*\*
- Crash Reconstruction Team Member
- Crisis Negotiation Team
- Crimestoppers
- Dive Team Member\*\*
- Field Training Deputy
- Honor Guard
- Humane Deputy
- ICAC
- K-9 Deputy\*\*
- Law Enforcement Trainer
- Mobile Field Force Team
- Radar/LIDAR Instructor
- Recreational Safety Coordinator (Boat/Snow/ATV)
- SWAT Member\*\*
- Unified Tactics Instructor
- VIPER

\*\*Deputies in activities marked with a \*\* will receive an additional \$225.00 a year for Special Activity Pay if involved in a minimum of forty (40) hours per year, in one or more of these activities.

Six (6) credit hours (10 CEU) of pre-approved postsecondary job related training per year.

Employees assigned Field Training Deputy responsibilities will receive \$1.50 per hour for all hours worked in FTO activities.

Requests for special activity pay must be made to the Sheriff prior to December 31 of each year. Payment will be made on the first pay date in February.

New Special Activity Programs may be added by mutual agreement of the parties.

**Appendix D**  
**Memorandum of Agreement**  
**Sheriff's Office Canine Unit**

IT IS HEREBY AGREED by and between Marathon County and the Marathon County Deputy Sheriff's Association, WPPA/LEER Local 222 that the following shall constitute the understandings reached between the parties with respect to the newly created Marathon County Sheriff's Office Canine Unit.

1. Canine Deputies will be considered lateral transfer positions. However there shall be an exception to the 4 year terms described. Typically Canine Deputies will be assigned to the Canine Unit/Detail for the duty life of the assigned canine. Thereafter, the vacancy shall be posted according to Article 9 – C (1). Canine Deputies retain Shift Selection privileges; however the Sheriff may designate specific patrol shifts available for selection. (Ref: Article 9 – Seniority)
2. Canine Deputies will be compensated at the rate of \$80.04/pay period for the normal day to day care of the assigned canine on regularly scheduled days off. In addition Canine Deputies will receive three (3) Kelly days as compensation for in home canine care during authorized benefit time absences, i.e. Vacation, Holiday, sick leave etc... These payments are based on ½ hour per day average. (Ref: Article 11 – Work Week and Article 12 – Wages)
3. Canine Deputies will be granted thirty (30) minutes per scheduled shift to care for the canine and shall be authorized to begin their scheduled workday duties and end their scheduled workday at the primary canine housing facility (Ref: Article 11 – Work Week).
4. Canine Deputies shall be eligible for the additional \$225.00 a year for Special Activity Pay if involved in a minimum of forty (40) hours per year. (Ref: Special Activity Pay).
5. Canine Deputies will not be On-Call but will be subject to call out for canine specific duties. (Ref: Article 33 – Call Time/Court Time).
6. Canine Deputies are not required to flex their work schedule, but may request scheduling flexibility as afforded other Deputies.

In witness whereof, the parties have entered into this Agreement on the 1<sup>st</sup> day of September, 2013 in Wausau, Wisconsin.

ON BEHALF OF  
MARATHON COUNTY

\_\_\_\_\_/S/  
Frank Matel  
Employee Resources Director

ON BEHALF OF UNION

\_\_\_\_\_/S/  
Tim Burkholder  
President

\_\_\_\_\_/S/  
Randy Ingram  
Business Agent, WPPA

**Appendix E**  
**Memorandum of Agreement**  
**Lateral Entry Program**

IT IS HEREBY AGREED by and between Marathon County and the Marathon County Deputy Sheriff's Association, WPPA/LEER Local 222 that the following shall constitute the understandings reached between the parties with respect to the Lateral Entry Program.

1. Minimum Qualifications are:
  - a. Currently employed as a full-time law enforcement deputy and have a minimum of three (3) years continuous service in this capacity (excludes academy time).
  - b. An exemplary work history.
  
2. Compensation and Benefits:
  - a. The lateral entry deputy shall be entitled to the wage commensurate with the deputy's full-time experience, up to a maximum credit of five (5) years, thereby waiving Article 12 of the Labor Agreement.
  - b. The actual amount of prior service credit will be at the discretion of the Sheriff.
  - c. The lateral entry deputy shall be entitled to the Paid Time Off (PTO) accrual rate commensurate with their prior full-time service credit, up to a maximum of five (5) years.
  - d. For each year of continued service, the lateral entry deputy shall progress within the pay schedule and PTO accrual schedule at the advanced rate, whenever applicable.
  - e. The effective date for commensurate compensation and benefits applies to current deputies hired as long as the minimum qualifications are met and prior full-time experience service was acknowledged upon initial hire. The compensation will not be retroactive to their hire date.
  
3. No Other Enhanced Benefits:
  - a. No other contractual benefits or privileges are extended to recognize prior service.
  - b. Lateral entry deputies shall be subject to the probationary period as in Article 8 of the Labor Agreement.
  
4. Program Discontinuation:
  - a. Should the Lateral Entry program be discontinued at any time, no current employee will be adversely affected.

In witness whereof, the parties have entered into this Agreement on the 25<sup>th</sup> day of February 2020, in Wausau, Wisconsin.

ON BEHALF OF  
MARATHON COUNTY

\_\_\_\_\_  
/s/  
Frank Matel  
Employee Resources Director

ON BEHALF OF UNION

\_\_\_\_\_  
/s/  
Brian Campbell  
President

\_\_\_\_\_  
/s/  
Randy Ingram  
Business Agent, WPPA

**Appendix F**  
**Memorandum of Agreement**  
**Recreational Safety / Directed Enforcement Deputy**

IT IS HEREBY AGREED by and between Marathon County and the Marathon County Deputy Sheriff's Association, WPPA/LEER Local 222 that the following shall constitute the understandings reached between the parties with respect to the Recreational Safety / Directed Enforcement Deputy.

- a. The work schedule for the Recreational Safety / Directed Enforcement Deputy will be flexible with a mutual understanding the schedule shall be based on ten (10) hour day / forty (40) hour week / eighty (80) hours per pay period. A weekly work schedule shall be provided to supervisory staff at least one (1) month in advance and will be subject to supervisory approval. At least one weekend (Saturday and Sunday) per month will be scheduled as non-working. It is understood the normal shift shall be ten (10) hours; however, with supervisory approval specific shift start times and hours may vary based on the recreational season, special events, etc.
- b. The intended hours of work shall be provided to supervisory staff at least one (1) month in advance. However, specific shift start times and hours may vary based on the recreational seasons, safety training programs, special events, etc. Upon mutual agreement between management and the Recreational Safety / Directed Enforcement Deputy, the Recreational Safety / Directed Enforcement Deputy may trade days to accommodate working at special events, safety training programs, etc.
- c. With supervisory approval, overtime will be paid for work performed in excess of the prior approved schedule of the day.
- d. The Recreational Safety / Directed Enforcement Deputy's Paid Time Off shall be administered and selected separate from Patrol Deputy and the Detectives time off requests.
- e. The County shall provide, at no cost to the Deputy any special uniforms and personal protective equipment applicable to the position.
- f. The assignment as a Recreational Safety / Directed Enforcement Deputy is on a calendar year basis and may be extended based on the previous year's performance.
- h. The Recreation Safety / Directed Enforcement Deputy shall receive 32 kelly hours because Patrol Deputies work 2048 hours but get paid for 2080

In witness whereof, the parties have entered into this Agreement on the 25<sup>th</sup> day of February, 2020 in Wausau, Wisconsin.

ON BEHALF OF  
MARATHON COUNTY

\_\_\_\_\_  
/s/  
Frank Matel  
Employee Resources Director

ON BEHALF OF UNION

\_\_\_\_\_  
/s/  
Brian Campbell  
President

\_\_\_\_\_  
/s/  
Randy Ingram  
Business Agent, WPPA