

A G R E E M E N T

Between

DANE COUNTY, WISCONSIN

And The

DANE COUNTY  
DEPUTY SHERIFFS' ASSOCIATION

Affiliated With

WISCONSIN PROFESSIONAL  
POLICE ASSOCIATION  
LAW ENFORCEMENT  
EMPLOYEE RELATIONS DIVISION

EFFECTIVE

DECEMBER 17, 2023 THROUGH DECEMBER 14, 2024

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THIS AGREEMENT, made and entered into at the City of Madison, Wisconsin, by and between the County of Dane, a municipal corporation, as municipal employer, and representatives of certain employees who are employed by the County of Dane in the Sheriff's Department.

## ARTICLE I - INTENT AND PURPOSE

1.01. It is intended that the following Agreement shall be an implementation of the provisions of 111.70 of the Wisconsin Statutes, consistent with that legislative authority which devolves upon the County of Dane, the statutes and, insofar as applicable, the rules and regulations relating to or promulgated by the Dane County Civil Service Ordinance. The Dane County Civil Service Ordinance shall govern the conditions of employment wherever this contract is fully silent.

1.02 Both of the parties to this Agreement are desirous of reaching an amicable understanding with respect to the employer-employee relationship which exists between them and to enter into an Agreement covering rates of pay, hours of work, and conditions of employment.

1.03 In accordance with 111.70 Wisconsin State Statutes, Dane County Civil Service Ordinance and other appropriate public law, the Employer and the Law Enforcement Employee Relations Division of the Wisconsin Professional Police Association agree that their respective policies will not violate the rights or discriminate against any employees covered by this Agreement because of sex, creed, race, age, national origin, Union or non-Union affiliation or in the application or interpretation of the provisions of this Agreement. As a further pledge of the Employer's and Union's non-discrimination policy; complaints or allegations of discrimination will be referred to the appropriate resolution channels as established by law and shall not be covered by this contract's grievance procedure.

## ARTICLE II - RECOGNITION

2.01 The municipal employer recognizes the Law Enforcement Employee Relations Division of the Wisconsin Professional Police Association as the exclusive bargaining representative of all regular full-time deputy sheriffs in the Sheriff's Department and D.A. Investigators excluding the Captains, Sergeants, Lieutenants, and Chief Deputy, who have chosen the Union to represent them for the purposes of negotiation in relation to wages, hours and conditions of employment.

## ARTICLE III - MANAGEMENT RIGHTS

3.01 The Law Enforcement Employee Relations Division of the Wisconsin Professional Police Association for and on behalf of the Dane County Deputy Sheriffs Association recognizes the prerogatives of the County to operate and manage its affairs in all respects in accordance with its responsibility and powers of authority which the County has not officially abridged, delegated, or modified by this Agreement and such powers or authority

are retained by the County. These management rights include, but are not limited to the following: the rights to plan, direct and control the operation of the work force, determine the size and composition of the work force, to hire, to lay off, to discipline or discharge for just cause, to establish and enforce reasonable rules of conduct, to introduce new or improved methods of operation, to determine and uniformly enforce minimum standards of performance, all of which shall be in compliance with and subject to the provisions of this Agreement.

#### ARTICLE IV - DUES DEDUCTION

##### 4.01 Dues Deduction.

(a) The Employer agrees to deduct monthly dues in the amount certified by the WPPA/LEER from the pay of employees who individually sign a dues deduction authorization form supplied by the WPPA/LEER. This deduction shall include any Local Association dues which the employee has authorized to be deducted in conjunction with the WPPA/LEER dues (the "combined dues").

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

(c) 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 end of the month in which the deduction is made.

(d) Authorization of dues deduction by a voluntary member may be revoked upon notice in writing to the Employer, WPPA or to the Local Association.

(e) 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 or local Association Constitution and By-Laws. No employee shall be denied membership because of race, creed, color, sex or other legally protected class status.

(f) 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. The WPPA/LEER 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 provisions of this Article, and in reliance on any lists or certificates which have been furnished to the employer pursuant to this Article.

## ARTICLE V - SENIORITY, REDUCTION IN FORCE & REEMPLOYMENT

5.01 Seniority Definition. Each employee shall accumulate or lose seniority as follows:

(a) While on probation, employees shall not acquire seniority. Upon completion of probation, employees shall receive seniority credits retroactive to the date of employment.

(b) Seniority shall be measured by the number of longevity credits as defined in Article VII, 7.07. Seniority shall be determined within rank and by date of promotion within such rank.

(c) Seniority shall be terminated and lost when:

- 1) an employee resigns, retires or is discharged for just cause;
- 2) the employee fails to respond to a recall from lay off in accordance with Article V, 5.02.

(d) Choice of work shifts as openings occur and vacation shall be by seniority.

5.02 Layoff and Reemployment. The employer shall have the right to layoff by classification. In the event of a layoff, employees shall be laid off by classification in inverse order of bargaining unit seniority.

An employee initially selected for layoff shall be permitted to displace the least senior employee in the bargaining unit in an equal or lower paying classification (does not apply to D. A. Investigators). Employees displaced pursuant to this procedure shall be allowed the same displacement right, if they have sufficient bargaining unit seniority. The Employer shall maintain a reemployment list of all employees who lose their jobs due to a reduction in force.

Such lists shall be in the order of the employee's seniority at the time of the reduction in force with the most senior being number one on the list. Such lists shall also show the classification(s) for which employees are qualified by their department. Employees on the reemployment list shall maintain reemployment rights and promotional appointment rights for two years from the date they lost their jobs. Employees shall be recalled from the reemployment list in accordance with their seniority to the jobs for which they are qualified. Notice of reemployment shall be sent by the Employer by certified mail to the employee's last known address and the employee shall be required to respond within seven (7) days from the date of notification. Employees who do not respond to such reemployment notices, shall be dropped from the reemployment list and all rights shall be lost.

5.03 Layoff Notices. The union will be given 90 days prior notice before the County lays off any bargaining unit member as proposed in the Executive Budget issued on October 1 of each year.

The County will provide at least 30 days' notice to the employee and the union prior to laying off any bargaining unit member outside of the Budget cycle with the reasons for the layoff stated in the notice.

## ARTICLE VI - GRIEVANCE PROCEDURE

6.01 Grievance. A grievance is defined to be a controversy between the Union and the Employer, or between any Employee or Employees and the Employer as to:

(a) A matter involving the interpretation of this Agreement,

(b) Any matter involving an alleged violation of this Agreement in which an Employee or group of employees or the Employer maintains that any of their rights or privileges have been impaired in violation of this Agreement.

6.02 Procedure. Grievances shall be processed in the following manner: (Time limits set forth shall be exclusive of Saturdays, Sundays and holidays.)

Step 1. The Employee and/or the Committee Chairman shall take the grievance up orally with the Employee's immediate supervisor within ten (10) days of their knowledge of the occurrence of the event causing the grievance, which shall not be more than 14 days after the event. The supervisor shall attempt to make a mutually satisfactory adjustment and, in any event, shall be required to give an answer within ten (10) days.

Step 2. The grievance shall be considered settled in Step 1 unless, within ten (10) days after the supervisor's answer is due, the grievance is reduced to writing and presented to the department head. The department head shall respond to the grievance in writing within ten (10) days.

Step 3. The grievance shall be considered settled in Step 2, unless within ten (10) days from the date of the department head's written answer or last date due, the grievance is presented in writing to the County Executive or designee. The County Executive or designee shall upon request meet with the grievant and/or the grievant's representative(s) within ten (10) days of receipt of the grievance and shall respond in writing to the Committee Chairman, grievance committee or employee representative within ten (10) days of the meeting or if no meeting is requested within ten (10) days of receipt of the grievance.

Step 4. If an employee grievance is not settled at the third step, either party may take the matter to arbitration as hereinafter provided.

6.03 Arbitration.

(a) The grievance shall be considered settled in Step 3 above unless within ten (10) days after the last response is received or due, the dissatisfied party (either party) shall request in writing to the other that the dispute be submitted to an impartial Umpire.



(b) The impartial Umpire or Arbitrator shall, if possible, be mutually agreed upon by the parties. If agreement on the Arbitrator is not reached within ten (10) days after the date of the notice requesting arbitration or if the parties do not agree upon method of selecting an Arbitrator, then the Wisconsin Employment Relations Commission shall be requested to submit a panel of five (5) Arbitrators. The parties shall alternately strike names until one remains and the party requesting arbitration shall be the first to strike a name. Each party shall pay one-half of the cost of the Arbitrator.

(c) The impartial Arbitrator shall have the authority to determine issues concerning the interpretation and application of all Articles or Sections of this Agreement. They shall have no authority to change any part; however, they may make recommendations for changes when in their opinion such changes would add clarity or brevity which might avoid future disagreements.

(d) With the exception of matters covered in Article VI, 6.05, the written decision of the Arbitrator, in conformity with their jurisdiction, shall be final and binding upon both parties, but shall not constitute a binding precedent in connection with future negotiations.

6.04 General Grievances. Grievances involving the general interpretation, application or compliance with this agreement may be initiated with the third step of the procedure.

6.05 Discipline, Suspension, Discharge. Employees shall not be disciplined, suspended, or discharged without just cause. Written notice of the suspension, discipline or discharge and the reason or reasons for the action shall be given to the Employee with a copy to the Association within twenty-four (24) hours. Employees may choose to challenge discipline (excluding reprimands) pursuant to the Civil Service Ordinance of Dane County or pursuant to binding arbitration under Article VI of the labor contract. The decision of an arbitrator shall be final and binding on the parties. This choice must be exercised in writing within ten (10) business days of receipt of notice of discipline. (Business days exclude weekends and holidays). Employees who choose arbitration must sign a statement waiving the continuation of pay provisions of Chapter 59, Wis. Stats. and shall file a grievance within the aforementioned ten (10) day period or said grievance shall be waived.

The grievance may be started at Step 2 or Step 3. If the parties agree, or the Arbitrator finds that such discipline, suspension or discharge was improper, such disposition of the matter may be made as appears proper to the Arbitrator or mutually agreed upon by both parties.

6.06 Time. The time limits set forth in the foregoing steps may be extended by mutual agreement in writing.

ARTICLE VII - CLASSIFICATION AND COMPENSATION

7.01 WPPA DEPUTY SHERIFFS' ASSOCIATION SALARY SCHEDULE

For Positions Coded with "L" in the Salary Schedule

Classification

<u>Title</u>	<u>Range</u>	<u>Step</u>	<u>12/17/23</u>
Deputy Sheriff I-II	15	1	34.00
		2	35.31
		3	36.20
		4	37.33
		5	38.21
		6	39.39
		7	40.48
		8**	42.00
		9***	43.59
Deputy Sheriff III	16	1	37.59
		2	38.56
		3	39.61
		4	40.63
		5	41.76
		6**	43.30
		7***	45.01
Deputy Sheriff IV D.A. Investigator	17	1	38.85
		2	39.79
		3	40.84
		4	42.00
		5	43.18
		6**	44.82
		7***	46.54
LTE Evidence Clerk			31.92

Employees in Range 15, steps 1-7, Range 16 & 17, steps 1-5 shall be advanced to the next higher step effective as of the first day of the first bi-weekly pay period after employee has earned thirteen (13) longevity credits per step.

\*\* Employees shall be immediately placed at Range 15, Step 8, and Range 16 & 17, Step 6 when their total longevity credits earned are 169 or greater but less than 260.

\*\*\* Employees shall be immediately placed into Range 15, Step 9, and Range 16 & 17, Step 7, when their total longevity credits earned are 260 or greater.

7.02 Work Day/Work Week. The basic scheduled workday shall consist of eight (8) hours and the basic scheduled workweek of forty (40) hours except that the Employer may, for those employees assigned to MATE (Marine and Trail Enforcement) or Airport may assign a workweek which consists of four (4) consecutive ten-hour days. No other change in the length of the existing work-day or workweek is intended. However, the average annual workweek for Sheriff's employees shall be 37.5 hours as set forth in 7.03 below. Employees shall first be given the opportunity to work the ten-hour day schedule on a voluntary basis. In the event that less employees request said schedule on a voluntary basis than are deemed necessary by Employer, employees shall be assigned to this schedule in the reverse order of seniority. Employees, who work in excess of their scheduled workday or workweek, shall be compensated for such excess as defined in 14.01 of this Agreement.

Deputies assigned to the duties of Community Deputy may work flexible work hours but will be consecutive eight-hour shifts in accordance with the collective bargaining agreement. Daily starting and ending times will be coordinated with, and approved by, the precinct commander. These adjustments are necessary to allow each community deputy the flexibility to meet with people who are not available during daytime hours and to attend various meetings. Community deputies will work primarily Monday through Friday, with appropriate time off to accommodate the 37.5-hour workweek. Each community deputy will have the discretion and flexibility (with approval of the precinct commander) to adjust their schedule to accommodate the needs of the position. If community needs require that the community deputy work on a weekend day, the deputy will be able to adjust their schedule to assure at least two consecutive days off during the week.

7.03 Work Schedule. All Sheriff's employees in the collective bargaining unit shall have a thirty-seven and one-half (37.5) hour workweek. Wherever possible, work schedules for all Sheriff's employees in the bargaining unit shall consist of a 6-3 work cycle; if not possible, such as for persons who work Monday through Friday, a repeating 5-2, 5-2, 4-3, 5-2, 5-3, 4-2 schedule shall be followed but consisting of a thirty-seven and one half (37.5) hour work week. Deviations in such daily work hours may be made without provisions of 14.01 applying provided appropriate notice is given. Appropriate notice shall mean by the preceding 11:00 p.m. for the first shift, by the preceding 7:00 a.m. for second shift or by the preceding 3:00 p.m. for the night shift. Members of a designated Team may have their hours changed for prescheduled Team work assignments with 72 hours' notice. This provision shall be limited to "Mifflin Street Block Party," "State Street Halloween Event" and any other event mutually agreed upon by the parties.

7.04 Probationary Period. Newly hired employees classified as Deputy Sheriff I shall serve a probationary training and evaluation period of two (2) years within which such employees shall not be covered by the grievance procedure for discharge actions. Deputy Sheriff I probationary employees shall receive a step increase at the end of thirteen longevity (13) credits or twelve (12) months of service. Upon successful completion of the probationary training and evaluation period, such new employees will attain Deputy Sheriff II status at the beginning of

the pay period following the second anniversary of the employee's date of hire. Notwithstanding the above language, the County reserves the right to extend the probationary period, with notice to the employee and the Association. The extension of probation will not affect scheduled wage increases or other scheduled benefits. Newly hired District Attorney Investigators shall serve a probationary period of thirteen (13) longevity credits or one year.

Probationary District Attorney Investigators shall not have recourse to the grievance procedure for disciplinary actions.

7.05 Deputy Sheriff III. Those filling Deputy Sheriff III positions may be reduced in pay to a Deputy II pay range step consistent with their length of service if they do not perform their job to the satisfaction of the Sheriff and if they were notified of the possibility of such action at least thirty (30) days in advance of it by their supervisor. Such a reduction in pay shall be in effect for up to sixty (60) days without recourse to the grievance or Civil Service appeal procedure. Such employees so reduced in pay shall continue in their Deputy III position for the period in which their pay has been reduced; however within ten (10) days after the reduced pay period has elapsed, the Sheriff shall reinstate the employee to their Deputy III pay status or demote said employee to a Deputy II position with said demotion being grievable under Article VI of this Agreement except as provided for under 9.01(b) of this agreement.

After any employee has been reinstated from a reduced Deputy II pay status to their Deputy III pay status, they may not again be reduced in pay as provided above for a minimum period of ninety (90) days following reinstatement.

7.051 Deputy Sheriff IV Those filling Deputy Sheriff IV positions may be reduced in pay to a Deputy II pay range step consistent with their length of service if they do not perform their job to the satisfaction of the Sheriff and if they were notified of the possibility of such action at least thirty (30) days in advance of it by their supervisor. Such a reduction in pay shall be in effect for up to sixty (60) days without recourse to the grievance or Civil Service appeal procedure. Such employees so reduced in pay shall continue in their Deputy IV position for the period in which their pay has been reduced; however within ten (10) days after the reduced pay period has elapsed, the Sheriff shall reinstate the employee to their Deputy IV pay status or demote said employee to a Deputy II or Deputy III (whichever they held prior) position with said demotion being grievable under Article VI of this Agreement except as provided for under 9.01(b) of this agreement.

After any employee has been reinstated from a reduced Deputy II or Deputy III pay status to their Deputy IV pay status, they may not again be reduced in pay as provided above for a minimum period of ninety (90) days following reinstatement.

Deputy IV (Detectives) assigned to the Dane County Narcotics and Gang Task Force will normally be assigned for a period of four (4) years with an option of one year extension at the discretion of the Sheriff. Exceptions are available for those who

choose to leave the unit early, who promote out of the bargaining unit, or who leave by mutual agreement between the detective and their supervisor. However, management retains the right to terminate the assignment based on performance. Such reassignment is not to be considered discipline.

These Deputy Sheriff IV positions set no precedent for other job classifications. Furthermore, the above provisions do not exclude other disciplinary actions being taken with Deputy Sheriff IV incumbents including suspension, demotion and discharge with such actions being grievable under Article VI of this agreement except as provided for under 9.01(b) of this agreement.

#### 7.06 Educational Incentive Pay Plan.

After an employee completes twenty-six (26) longevity credits, if they have an Associate Degree (or equivalent), they will receive 12% incentive; if they have a Bachelor's Degree, they will receive 18% incentive; if they have a Master's Degree, they will receive 22% incentive.

Equivalency means sixty (60) credits\* en route to Bachelor's degree. A degree must be from a school or university accredited by an authority recognized by the U.S. Department of Education.

Educational incentive shall be included in employee's regular biweekly pay and shall have the effect of increasing the employee's basic pay in the amounts indicated above.

#### HOLD HARMLESS CLAUSE

Those deputies that as of December 26, 1992, receive incentive pay percentages based on attainment levels which would provide lower or no incentive pay percentages based on the above incentive step schedule shall continue to receive the same incentive pay percentages as they received on December 26, 1992. Such deputies shall be placed on the above schedule when and if they reach an educational attainment level for which the above schedule will provide an increased incentive pay percentage.

\*Post-high school education semester credit hours based on the University of Wisconsin-Madison semester credit evaluation system as of June 17, 1992. This includes a .666 conversion system for academic quarter credits as specified in the following paragraphs:

#### UW/Madison Semester Credit Conversion System

QUARTER CREDITS and other grading and course unit systems where conversion is necessary.

The official transcript is to be used as the key for translating quarter credits or units into semester hours.

Examples:

University of Minnesota: One quarter credit = 2/3rds (.666) of one semester hour.

Cornell College: One unit = four semester hours.

St. Olaf College: One unit = 3.65 semester hours.

Fractions of .5 or more are to be rounded up to the next whole number; those of .49 or less are to be rounded down to the next whole number.

The degree credits are computed by multiplying the total number of applicable credits or units by the conversion value indicated on the transcript.

Examples:

University of Minnesota: 90 quarter hours multiplied by .666=59.9 rounded upward to 60 semester hours.

St. Olaf College: 12 units multiplied by 3.65=43.8 rounded upward to 44 semester hours.

7.07 Longevity. (Effective 12/18/22) All employees covered by the terms of this agreement shall receive ½ longevity credit for each biweekly pay period in which the employee is compensated for forty (40) or more hours, and shall receive longevity pay as hereinafter provided:

(a) Each employee's basic rate of pay shall be increased by:

1. 3% to start on the first full biweekly pay period after employee has earned 52 longevity credits (start of year 5).
2. An additional 3% (total 6%) to start on the first full biweekly pay period after employee has earned 117 longevity credits (start of year 10).
3. An additional 3% (total 9%) to start on the first full biweekly pay period after employee has earned 169 longevity credits (after approximately thirteen [13] years).
4. An additional 3% (total 12%) to start on the first full biweekly pay period after employee has earned 221 longevity credits (after approximately seventeen [17] years).
5. An additional 3% (total 15%) to start on the first full biweekly pay period after employee has earned 260 longevity credits (after approximately twenty [20] years).

(b) Longevity pay shall be included in employee's regular biweekly pay and shall have the effect of increasing the employee's basic pay in the amounts indicated above.

(c) "Basic rate of pay" as referred to in (a) includes actual gross amounts of payroll checks written to each employee prior to the taking of any deductions except for incentive pay, and any vacation, sick leave, etc., taken in excess of credit earned.

\*Note: The longevity change detailed herein shall have no retroactive effect. The change will be implemented prospective only. Employees who qualify for new longevity placement based on the new structure will be placed on December 18, 2022 but will not receive any retroactive payments even if they may have qualified earlier had the new structure been in place.

7.08 Promotions. An employee who is promoted to a position with a higher salary range shall be placed on step to the nearest higher step in the new salary range effective as of the date of assumption of duties of the new position. If this is less than a full step in the new range, the employee shall be placed in the next higher step immediately but not in excess of the maximum of the range. Such promoted employee shall receive an additional step, unless already at the maximum of the range, effective as of the 1st day of the first full biweekly pay period following completion of 6.5 longevity credits in such position. Promoted employees who have attained the required longevity credits as defined in section 7.01\*\*\* of this agreement shall be immediately placed in pay ranges 16 or 17 steps 6 or 7 upon the date of their promotion. Those employees placed in step 6 will receive a step increase to step 7 when their total longevity credits earned are 260 or greater as defined in section 7.01 of this agreement.

7.09 Undesirable Hours Pay. Personnel working between the hours of 6:00 p.m. and 6:00 a.m. and on Saturdays, Sundays and holidays shall be compensated at the rate of two dollars (\$2.00) per hour. Employees who receive time and one-half pay or double time for time worked during such periods shall also receive undesirable hours premium pay for the same time. Educational incentive and longevity shall also be included.

7.10 Training Officer Pay. Personnel assigned to either the Field Training Officer, Jail Training Officer, Bailiff Training Officer, Airport Training Officer, Booking Training Officer or Motor Service Patrol shall receive .25 hours of compensatory time for each one (1) hour period providing training in any of the above defined positions. Personnel may not receive compensatory time for more than one training category for the same hours worked.

7.11 Bargaining Unit Work. Bargaining unit work, including that assigned on an overtime basis, shall only be performed by bargaining unit personnel unless after advance notice has been given of the opportunity to perform such work or other reasonable efforts made by the shift commander fail to provide bargaining unit personnel for such work assignments.

7.12 Attendance at Schools, Workshops, Conferences. An employee's time off while attending schools, workshops and duly authorized law enforcement conferences, is not to be charged to overtime, vacation, or holidays; but instead, such days shall be considered as part of their normal and regular tour of duty. The Employer shall continue to provide electronic access to law enforcement training information for schools, workshops and duly authorized law enforcement conferences.

7.13 Temporary Reassignment. An employee who is temporarily reassigned to a classification in a higher pay range shall receive additional compensation under the same provisions as provided for in 7.08 of this Article if such employee works for one (1) or more consecutive hours in the higher classification and such compensation shall be retroactive to when the employee assumed their reassignment.

7.14 Standby and Alert Status. When the Sheriff or their duly authorized representatives specifically direct an employee to standby at a specific location (i.e., stay at such location without moving to another location); time spent in such standby assignments shall be considered time worked and compensated for as provided for by applicable provisions of this agreement. When the Sheriff or their duly authorized representatives specifically direct an employee to keep the dispatcher or other designated officer informed of their location while off duty for a specific period of time; such time shall be considered being in alert status and not be considered time worked.

7.15 Separation from County Service. On the next regular payday after the effective date of the discharge, layoff, resignation, retirement, or death, an employee shall be paid the regular salary, vacation, holiday and overtime accumulated through such date of discharge, layoff, resignation, retirement, or death. In the event of retirement, the employee will be paid all benefits accumulated through their projected date of retirement at the rate in effect at the date of actual retirement. County provided health and dental insurance coverage will cease on the last day of the month in the month following the events: layoff, resignation, retirement or death.

7.16 Compensation for Retired Deputies Returning to Work. Retirees recalled pursuant to subpoena or for other official means shall receive an hourly rate equal to that which they received at the point of their retirement for time spent working in response to such a recall. Retirees shall also receive mileage reimbursement at the IRS rate for a subpoena outside of Dane County.

7.17 Rehiring Retired Personnel as Evidence Clerks. Retired members of the Association may be hired for the non-traditional assignments of evidence clerk. Such employees will be compensated at the rate established in the 7.01 wage scale. All such employees will receive the same rate of pay regardless of rate of pay at the time of their retirement.

7.18 Deputies Working in the Bailiff's Office. When a Deputy Sheriff II is assigned and works a minimum of (1) hour or more in the Bailiff's "office" position, they shall be paid an additional two dollars and fifty cents (\$2.50) per hour. It is understood that these duties are non-supervisory in nature. The Deputies performing the "office" duties must possess the skills to: coordinate Bailiff schedules, dispatch alarm and calls for assistance, act as Courthouse Evacuation Leader and assist in resolving immediate issues involving courthouse activities with judges, attorneys and members of the public. The agency shall only assign those deputies properly trained in the position. In addition they must be able to perform duties of a Deputy I-II as assigned.



7.19 Deputies Working Crime Scene Unit (CSU). Deputy Sheriff II's selected and assigned on an on call basis to work alongside the CSU Deputy IV's will continue to receive their Deputy Sheriff II contractual rate of pay during their training. Once they achieve an advanced knowledge/performance where they can perform the duties of Deputy IV and are called upon to perform such duties, they will be compensated at the acting class rate of the Deputy IV position in accordance with article 7.13 of the bargaining contract, and the only exception to Article 7.13 will involve the eight (8) or more consecutive hours requirement.

7.20 Deputies Driving a Motor Vehicle Under a CDL. Dane County purchased a prisoner transport bus with a passenger capacity of 23 persons. Federal regulations require operators of vehicles designed to transport 16 or more people to hold a class "C" CDL with a "P" endorsement. All sworn personnel, on a conveyance, need to be able to legally operate the vehicle in case of emergency.

Federal regulations require CDL operators to be subject to random alcohol and controlled substance testing. Drug and alcohol screening of CDL holders is managed by Dane County Risk Management, and screenings are conducted through a third party vendor paid for by the County. Dane County employees who hold CDLs are selected for testing from a larger pool as outlined in the Dane County Administrative Practices Manual.

Dane County Sheriff's Office agrees to reimburse employees, required to have a CDL, the costs associated with the written test, road test, license renewal and other related expenses related to obtaining and maintaining the CDL with proper endorsements.

The DCDSA agrees that members who hold a CDL for the purpose of prisoner transport and operation of the bus will be subject to federally mandated random drug and alcohol screening as a condition of the licensing.

In the event that a member tests positive for drugs or alcohol they will be temporarily reassigned to duties other than prisoner transport. Such reassignment will not be considered disciplinary action. Nothing in this section prohibits the Sheriff from seeking disciplinary action against an employee as provided under section 6.05 of the labor agreement.

If a member chooses not to or is not able to maintain a CDL, they will be reassigned to duties other than transport. Such reassignment will not be considered disciplinary action.

#### 7.21 AEC Assignments and Supplemental Work Assignments

a. Deputies Assigned to the Alliant Energy Center. When sworn on-duty Law enforcement Officers are requested for Special Duty Assignments- i.e., duty that does not constitute a "call for service"- by the Alliant Energy Center or by any organization conducting business at the Center and its related properties or at any of those related properties, such Non-Supervisory Law Enforcement services shall be performed by

members of the bargaining unit in accordance with the provisions of Article 7.11 of this agreement. Assignment of Association members may be part of their normal work shift or on overtime.

b. Supplemental Work Assignments. All voluntary supplemental work assignments are subject to approval of the Sheriff or designee. The hourly rate to be paid to the Deputy for such approved voluntary supplemental work shall be not less than \$50.00 per hour. Future adjustments to this rate will be made by mutual agreement of the parties. If Administration chooses to offer assignments at overtime rates the hourly rate to be paid to the Deputy for such approved voluntary supplemental work shall be the compensatory overtime rate of time and one-half or supplemental rate, whichever is higher for the duration of the voluntary assignment. Supplemental work assignments are voluntary.

7.22 Honor Guard. When a Deputy Sheriff performs approved duties for the Honor Guard Unit they will receive comp time for the duties performed outside of their normal workday. It is understood that scheduled work hours may be changed if needed to participate in an approved event.

7.23 Jury Duty. Employees whose scheduled hours of work include shifts that immediately precede and/or follow a day of jury duty shall only be required to work one (1) of these shifts, which shall be selected at the employee's discretion, and the jury duty day shall be substituted for the other shift and shall be considered as their shift for that day. The term immediate shall mean eight (8) hours or less before or after the jury duty day. If jury duty is canceled more than forty-eight (48) hours before the scheduled start time, the affected employees shall work their normal schedule. It is an employee's responsibility to notify their supervisor of the scheduled jury duty and which work shift will not be worked. The maximum amount of pay an employee may receive under this provision shall not exceed the pay the employee would have received working their regularly scheduled hours.

## ARTICLE VIII - CALL-IN PAY

8.01 Response Outside of Normal Work Hours. Employees covered by the terms of this agreement shall respond to a call to work outside of their regular schedule of hours if requested to do so by their department head or others designated by the department head. A minimum of two (2) hours at time and one-half shall be granted to any employee who is requested to report outside of their regular schedule of hours or who reports to work as scheduled and is sent home. Provided, however, that a minimum of three (3) hours at time and one-half shall be paid to an employee who is requested to work on their regularly scheduled off day. Off days shall be defined as the two (2) and three (3) day period regularly scheduled between workweeks and scheduled vacation, holiday and compensatory time. The off days shall commence upon ending the last tour of duty and shall run consecutively until the employee commences their work shift on the first regularly scheduled work day of the next work week. A minimum of three (3) hours at time and one

half shall be paid to an employee who is requested to work on pre-approved off day for vacation, holiday or compensatory time.

8.02 Court Appearance Cancellation. Provide for a minimum of two (2) hours pay at time and one half in the event of a court appearance cancellation within twenty four (24) hours of the scheduled court appearance time. Provide for a minimum of three (3) hours pay at time and one-half in the event of a court appearance cancellation within twenty-four (24) hours of the scheduled court appearance time if on an employee's regularly scheduled day off. (8.02 does not apply to D. A. Investigators). The notification requirement shall be considered met by the employer if the employer uses a telephone recording which the employee could check prior to twenty-four (24) hours in advance of a court appearance cancellation. Hours paid under this section will not be considered hours worked under Section XIV- Overtime.

## ARTICLE IX - PROMOTIONAL PROCEDURE

9.01 Deputy Sheriff III and Deputy Sheriff IV Promotions. In order to qualify to apply for promotion, the applicant must be a member of their department as follows:

(a) Promotional Qualification. To be admitted to promotional examination for Deputy Sheriff III or Deputy Sheriff IV, the applicant must have attained Deputy Sheriff II status as of the application deadline date unless three (3) or fewer Deputy Sheriff II's apply in which case Deputy Sheriff I status may be accepted.

(b) Promotional Trial Period. Shall mean the one (1) year period following date of promotion to Deputy Sheriff III or Deputy Sheriff IV during which time the promoted employee may be returned to a Deputy Sheriff II/III from which they came position by decision of either the Sheriff or the affected employee. Such trial period demotions made by the Sheriff shall not be grievable under Article VI of this agreement nor appealable to the Civil Service Commission.

(c) Association Reentry. Deputies returning to an Association position after promotion to the Supervisory Unit will be returned to the rank and pay held prior to the promotion, if the return occurs within (6) six months of the promotion.

As long as the Deputy Sheriff returns to the Association position within (6) six months of promotion, their seniority will accrue as if they had not left the Association position.

If the Deputy Sheriff returns to a vacant Association position after six (6) months of promotion, their bargaining unit seniority credits will be equal to the credits attained at the time of promotion out of the Association position.

Promotions into vacant Deputy Sheriff III and Deputy Sheriff IV classifications to fill a vacancy created by a promotion into the Supervisory Unit will be provisional for (6) six months.

9.02 Employee Relations Promotional Process. The applicant's qualifications for promotion will be assessed using two or more of the following assessment methods: Written, oral, performance examination and/or assessment exercise. A combined score, plus one additional point for each full year of service, up to twelve (12) points, will determine the score and ranking of each individual candidate. The top eight (8) candidates will be certified to the Sheriff's Office for use in the Sheriff's Office promotional process. If less than eight (8) candidates apply the list will be automatically certified to the Sheriff's Office for the Sheriff's Office promotional process. If more than one vacancy with the same job specifications exists in the same department, one additional name shall be certified for each additional vacancy.

If two or more candidates are tied for the last rank to be certified, then all such additional candidates shall be placed on the certification list.

The promotional process assessors will be external law enforcement experts. Sheriff's Office members may be facilitators but not assessors.

The Sheriff's Office will list the assessment method(s) to be used, and any study material, for specific promotional opportunities when a position is posted.

9.03 Sheriff's Office Promotional Tests. The Employee Relations' certified list of candidates, will be forwarded alphabetically to the Sheriff's Office and used to determine those eligible for the internal promotional process. The candidates' may be assessed through an internal process for the final determination of promotion.

9.04 Eligible List. Each list of eligible candidates will be established for the specific job classification that the eligible candidates have applied for and shall be maintained for that specific classification only for a period of one (1) year. The Sheriff may request that a new list be created at any time.

9.05 Assessment Content. The content of any assessment method used shall pertain to the specific promotional opportunity being examined for.

## ARTICLE X - HOLIDAYS

10.01 Paid Holidays. All full-time employees covered by the terms of this agreement shall be entitled to the following named holidays, with pay: January 1st, the third Monday in January (Martin Luther King, Jr. Birthday), last Monday in May (Memorial Day), June 19th (Juneteenth Day), July 4th (Independence Day), the first Monday in September (Labor Day), the 4th Thursday of November (Thanksgiving Day), the day 1st following Thanksgiving, December 24th, December 25th and December 31st in each year.

10.02 Holidays Falling on Weekends. Whenever any of said days shall fall on Sunday, the succeeding Monday shall be the holiday. If said holidays fall on a Saturday or on a regularly scheduled day of work or regularly scheduled day off, the employees affected

shall be granted a compensatory day off, with pay, to be selected by the employee subject to approval of the department head.

10.03 Personal Holidays. In addition to the holidays listed above, all full-time employees shall be entitled to time off with pay or compensatory time off with pay as follows:

(a) Thirty-two (32) additional hours to be selected by the employee subject to department head approval.

10.04 Holiday Credit Carryover. Holiday credits that are not used within the payroll year in which they are earned may be carried forward to succeeding payroll years.

10.05 Holidays Worked. Employees who work overtime on a holiday specified in 10.01 will receive the overtime rate of pay in addition to hour-for-hour credit for overtime hours worked into the employee's holiday bank.

10.06 Deduction of Holiday Hours. Holiday leave hours used shall be deducted from holiday leave balances in the order they were earned (i.e. first in-first out).

10.07 Purchased Override (PO) Days. An employee may, not more than two (2) times per year, elect to use twelve (12) hours of vacation, holiday, wellness or compensatory time to take off an eight (8) hour shift regardless of overtime costs to the County. The time off may be requested at any time, up to twenty-four (24) hours prior to the start of the shift. No more than three (3) employees per day on first shift, two (2) employees per day on each of the second and third shift shall be allowed time off.

## ARTICLE XI - UNIFORMS

11.01 Uniform Allowance. The annual Sheriff's employee uniform allowance shall be seven hundred fifty dollars (\$750.00) paid to Sheriff's employees in two semi-annual three hundred seventy-five dollar (\$375.00) payments. In the event there is a general change in the uniform, or any part thereof, the County shall pay the cost of all such changes. These payments shall be made on the first (1<sup>st</sup>) and the fourteenth (14<sup>th</sup>) payroll periods.

For uniform or personal item damage claim policy and procedure, see the addendum of this agreement.

11.02 New Employees. All new Deputy Sheriff I employees shall receive one thousand dollars (\$1,000.00) on their first paycheck towards the purchase of an initial uniform and equipment. Any new employee who terminates employment prior to one (1) year of service shall reimburse the County by paying a prorated amount of the initial uniform allotment determined by the number of months remaining to complete one (1) year. For new Deputy Sheriff I employees hired after January 1, 2005, the County will purchase, supply, maintain and own the department approved handgun.

11.03 Uniform Vendors. Uniform purchases shall be from vendors on a list of County approved vendors.

## ARTICLE XII - VACATIONS

12.01 Rate of Earning Vacation Credits. All employees covered by the terms of this Agreement, except part-time and seasonal employees shall earn vacation credits as based on longevity credits as indicated below. No employee shall be permitted to take vacation until after six (6) months of employment. All employees covered by the terms of this Agreement shall be entitled to 80.0 hours of vacation after completion of thirteen (13) longevity credits. All employees covered by this Agreement shall receive one-half longevity credit for each biweekly pay period in which that employee is compensated for more than forty (40) hours of regular time and overtime combined.

- a. 0 through 65 longevity credits (approximately first year through fifth year) 3.08 hours for each one-half (.50) longevity credit earned or a full-time equivalent of eighty (80) hours each year.
- b. Over 65 through 130 longevity credits (approximately sixth year through the tenth year) 4.62 hours for each one-half (.50) longevity credit earned or a full-time equivalent of one hundred twenty (120) hours each year.
- c. Over 130 through 182 longevity credits (approximately eleventh year through the fourteenth year) 5.85 hours for each one-half (.50) longevity credit earned or a full-time equivalent of one hundred fifty two (152) hours each year.
- d. Over 182 through 260 longevity credits (approximately fifteenth year through the twentieth year) 6.77 hours for each one-half (.50) longevity credit earned or a full-time equivalent of two hundred (200) hours each year.
- e. Over 260 longevity credits (approximately twenty-first year and thereafter) 8.30 hours for each one-half (.50) longevity credit earned or a full-time equivalent of two hundred forty (240) hours each year.

12.02 Vacation Rate of Pay. Each employee shall be compensated while on vacation at the rate of pay in effect for them at the time vacation credits are used.

12.03 Continuity of Employment. The employment of employees covered by this Agreement shall be considered continuous if the employee is laid off through no fault of the employee and returns to regular employment for the Employer within one (1) year.

12.04 Vacation Carry-Over. Accrued vacation earned in one payroll year shall be used prior to the end of the last payroll period ending in December of the following year or it

shall be transferred to the Vacation Bank, if possible. If all or a portion of such transfer is not permitted under the terms of this contract that portion shall be lost.

12.05 Use of Vacation Assurance. The County, taking into consideration the needs of the Department, will make reasonable efforts to insure that employees will be able to take vacations and other authorized absences from duty as provided in this agreement. Requests for vacation and other absence must be approved by the employer.

12.06 Deduction of Vacation Hours. Vacation leave hours used shall be deducted from vacation leave balances in the order they were earned (i.e., first in - first out).

12.07 Vacation Bank. A Vacation Bank shall be established for each employee as follows:

(a) Employees are entitled to contribute up to eight hundred and thirty-two (832) hours of vacation time to a Vacation Bank.

(b) Employees may contribute vacation to their Bank at any time during the year in which it is earned but no later than the end of the last pay period of the year following the year in which said vacation time was earned.

(c) Employees may use vacation time from their Bank according to the normal procedures used for the use of vacation contained in this Agreement.

(d) Upon termination of employment or retirement all time remaining in the Vacation Bank shall be transferred into the account established for the employee pursuant to Section 13.07 hereof. The amount transferred shall be calculated as defined in Addendum B, 5.3.

12.08 Cash out of Vacation/Holidays. After the employee has the equivalent of at least fifteen (15) days of vacation, the employee has the option to cash out up to a maximum of sixty (60) hours of vacation and/or holidays per year at the employee's regular rate of pay (including longevity and educational incentives) to be paid out at the employee's request up to two (2) times in the payroll year.

## ARTICLE XIII - HEALTH & WELFARE

### 13.01 Health and Dental Insurance.

(a) A group hospital, surgical, major medical and dental plan as agreed to by the parties shall be available to employees. In the event the Employer shall propose a change in this plan, this Contract shall be reopened for purposes of negotiations on such a proposed change. For group health insurance for 2024, the Employer shall pay up to nine hundred fifty dollars and sixty-five cents (\$950.65) per month for employees desiring the "single HMO plan" and up to two thousand two hundred thirty-four dollars and one cent

(\$2,234.01) per month for employees desiring the "family HMO plan" For the Point of Service (POS) plan, employees shall pay twenty five percent (25%) of the difference of the single or family HMO and POS premiums. Employees with a spouse on Medicare Plus will receive a payment not to exceed that paid by the Employer for family coverage.

The Employer agrees that employees and their dependents selecting a health care provider offering Dane County both the Point of Service and HMO plans will be allowed one (1) thirty (30) day enrollment period per year during which time an employee enrolled in the plan specified above can choose between that provider's POS or HMO.

For group dental insurance for 2024, the Employer shall pay up to forty nine dollars and seventy-six cents (\$49.76) for employees desiring the "single plan", and up to one hundred thirty-nine dollars and ninety-one cents (\$139.91) per month for those desiring the "family plan."

(b) The Employer agrees to establish written forms and procedures to assist employees in securing timely payment of claims by their carrier. The Employer shall also designate a liaison person whom employees may contact for assistance in prompt payment of such claims.

(c) During the term of this agreement the Employer shall offer employees the option of participating in Flexible Spending Accounts, in accordance with applicable federal laws and regulations. The Employer agrees to pay the administrative costs of such participation.

(d) Those retiring employees with sick leave credit balances, not to exceed one thousand nine hundred (1,900) hours, shall have such credits converted to a monetary value (hours of credit at retirement times normal hourly rate of pay or conversion rate of pay (as defined below) received immediately prior to retirement) to be applied to the difference between the Employer contribution and the premium level referred to in sub (a) above with any remaining sick leave credits at age 65 or death if the latter precedes age 65 for the retiring employee be applied as provided for in Article XV, 15.06 of this Agreement.

The Department of Administration will determine the average hourly rate of filled management employees, the "Average Manager Hourly Rate" for each payroll year. The "Conversion Rate" for an employee will be the greater of their current normal hourly rate or the Average Manager Hourly Rate.

(e) Accrued Sick Leave Credit. Subject to the provisions set forth below, all employees covered by this Agreement who die while a County employee or who actually retire from County service and apply (within sixty (60) days of last paid), for retirement annuity from the Wisconsin Retirement Fund and/or Social Security, which annuity must exceed \$10 per month, shall have their sick leave credits not to exceed one thousand nine hundred (1,900) hours (at the time of their retirement or death) converted to a monetary value (hours of credit times normal hourly rate of pay or conversion rate of pay received



immediately prior to retirement) which total shall be available in subsequent years to pay such hospital, surgical and dental insurance costs as may be charged such employees and their dependents by the company or companies as set forth in 13.01(a).

13.02 Life Insurance. The employer agrees that it will participate in a group life insurance plan on a share cost basis with said plan to be at least equal to the cost/benefit structure of the State Group Life Insurance Plan in effect during 1977. Under this plan each employee has the option to participate. The amount of life insurance is fixed at \$1,000 for each \$1,000 or fraction thereof of annual income for each employee. This shall be subject to renegotiation in the event that the Employer shall propose a substitute.

County employees are eligible to participate in the State administered expanded life insurance program at the employee's sole expense. If the County offers the option to its employees to participate in the State's expanded life insurance coverage program, an employee who exercises the option to buy additional coverage will do so at his or her sole expense.

13.03 Retirement. Each employee shall be a participant of the Wisconsin State Retirement Plan as provided by Wisconsin Statutes and rules established by the Wisconsin Retirement Fund Board. The Employer shall pay the employer share and the employee shall pay the employee share as required by law.

13.04 Unemployment Compensation. The Employer will continue to provide Unemployment Compensation Insurance.

13.05 Worker's Compensation. In the event that an employee covered by this Agreement is injured while at work and as a consequence of said injury receives Worker's Compensation disability pay, said employee, shall receive their Worker's Compensation payment plus such supplemental payment so that the total of their Worker's Compensation and supplemental pay will equal their full pay at the same rate as they were paid prior to such injury or disease for a period not to exceed one hundred eighty (180) calendar days. These provisions are subject to the following restrictions:

(a) In the event that a Worker's Compensation claim is contested, Worker's Compensation and supplemental pay by the County shall be held up until the claim is settled or an award made by the State at which time the employee shall be entitled to receive in a lump sum all their Worker's Compensation plus supplemental pay accumulated since the date of their first absence due to the injury or disease.

(b) During the period when an employee is entitled to full pay by the Employer under the provisions of this section there shall be no deductions from sick leave allowance, overtime allowance, or vacation credit of such employee.

(c) After one hundred eighty (180) calendar days if the employee has a sick leave balance, the employee has the option of supplementing Worker's Compensation up to a full paycheck as long as a sick leave

balance remains. If the employee exercises the option to supplement Worker's Compensation, such election shall last for the duration of the Worker's Compensation leave or until the sick leave balance is exhausted. The Employee will continue to remain on the payroll and will continue to receive health and dental insurance. If the employee returns to regular FTE status, the employee will have their longevity credits restored for the period of supplementation.

13.06 Disability Insurance. County shall provide employees with Disability Insurance. No employee shall be eligible to participate in the disability plan during their first six (6) months of employment. For employees choosing to participate in the Disability Insurance Program, premiums shall be paid as follows (used sick hours refers to the prior year):

<u>Sick Hours Used</u>	<u>Employee Share</u>	<u>Employer Share</u>
0.0 – 32.0	0%	100%
32.1 – 40.0	40%	60%
40.1 – 48.0	60%	40%
48.1 – 56.0	80%	20%
56.1	100%	0%

Employees will be given the option of joining a Taxable Disability/Sick Leave Program or a Nontaxable Disability/Sick Leave Program. The ability to change options will be available to each employee in November of each year.

(a) Taxable Disability/Sick Leave Program

The employee will not be charged FICA expense, the premiums paid by the County will not be taxable and the benefits, which are 65% of salary, will be taxed to the extent of any payment of premiums by the County. If the employee pays the entire disability insurance premium, the benefit will not be taxed.

(b) Nontaxable Disability/Sick Leave Program

The employee will be charged FICA expense (currently 7.65%) on any of the County paid premiums and the premium will be taxable income to the employee. By paying the FICA expense and income tax the employee will receive a tax-free benefit.

(c) Employees will be granted sixteen (16) wellness hours in the pay period in which March premiums are withheld. Employees selecting only LTD insurance will be granted eight (8) wellness hours in the pay period in which March premiums are withheld. Employees who used forty-eight (48) or less hours of sick leave during the preceding payroll year will be granted eight (8) additional wellness hours during the following year. The employee may use the wellness hours with the approval of the

employee's supervisor. Employees pay the entire premium for disability insurance. Any disability insurance benefits paid to the employee will be tax-free.

If any of the other represented bargaining units voluntarily obtain an improved disability plan, the County will offer said plan to the Association.

13.07 VEBA/PEHP. The parties agree to participate in a Post Retirement Leave Conversion Plan under the terms outlined in Addendum B.

13.08 Safety and Working Conditions Study Committee. There shall be a Committee of six (6) members, two (2) members selected by the WPPA Deputy Sheriffs' Association, two (2) members selected by the WPPA Supervisory Unit, and two (2) members selected by the Sheriff. The Committee shall meet as frequently as is necessary. It shall consider and make recommendations concerning all matters of safety, hazardous or other unusual working conditions that come to its attention. Employees' service on this Committee shall be compensated at their regular or overtime rate of pay, whichever is applicable. The WPPA Deputy Sheriffs' Association shall also be entitled to select one (1) member to serve on the countywide Safety and Working Conditions Study Committee.

13.09 Maternity Leave. Employees shall be entitled to maternity leave without pay not to exceed three (3) months. Commencement of and return from such leave shall be certified by the employee's physician if so required by the Sheriff and/or Personnel Officer. Whenever possible the employee shall provide the Employer with fourteen (14) days' notice prior to the commencement of her maternity leave. Such employee shall be entitled to return to the position she left before the end of the leave by first giving fourteen (14) days' notice to the Sheriff of her intention to return to work. The employee upon her return to work shall do so without loss of seniority, rank or position. This benefit is in addition to any Paid Parental Leave offered by the County.

13.10 Post-Retirement Leave Conversion: See Addendum B

#### ARTICLE XIV - OVERTIME

14.01 Overtime Rate. Unless mutually agreed otherwise, under all circumstances employees shall receive one and one-half (1-1/2) times their straight time hourly rate (including longevity and educational incentive pay) for all hours worked in excess of their normal, regular scheduled workdays or workweek as defined in 7.02 above. Effective December 18, 2022 overtime worked in excess of twelve (12) consecutive hours shall be compensated at two (2) times the straight time hourly rate. Should the accumulation of compensatory time beyond a biweekly payroll period remain legal without additional penalty to the Employer, the employee may, at their option elect to accrue compensatory leave time at the rate of one and one-half (1-1/2) times or two (2) times for overtime worked in excess of twelve (12) hours in lieu of overtime cash payment up to one hundred and twenty (120) hours. Employees who have accrued one hundred and twenty (120) hours of compensatory time may earn additional compensatory time during the payroll year when their accrual is reduced below one hundred and twenty (120) hours. On the

last pay period of the payroll year, the employer shall pay in cash to the employee for any accrued compensatory time hours in excess of sixteen (16) hours at the employee's regular rate of pay (including longevity and educational incentive). Overtime earned while serving on a mutual aid basis outside Dane County may not be taken as compensatory time.

14.02 Approval for Overtime. Unless previously authorized, an employee before proceeding to work overtime shall seek approval from a person or persons designated by the Sheriff. The Sheriff shall also designate the place or places at which such person or persons may be reached by phone or in person. Such notice shall not, of course, be required in the case of an emergency. Only the Sheriff shall have the authority to work more than the regular schedule of hours without such approval, or direct other employees to work overtime. No employee shall be sent home or denied their regular work schedule of hours to avoid the payment of overtime.

14.03 Early Report Requirement. The Employer may require employees to report for duty fifteen (15) minutes early. Employees subject to the early report requirement shall be compensated by an equal amount of compensatory time credit. This provision shall be subject to the overtime provisions set forth in 14.01.

## ARTICLE XV - SICK LEAVE

### 15.01 Sick Leave With Pay Credits.

(a) All employees covered by this Agreement shall be granted sick leave with pay credit at the rate of four (4) hours of sick leave for each completed biweekly pay period of compensated service. The term "each completed biweekly pay period of compensated service" shall mean any biweekly pay period in which the employee has received compensation for forty (40) or more hours of regular time and overtime combined.

(b) The maximum accumulation of sick leave shall not exceed one thousand nine hundred (1,900) hours on the last day of each contract year.

(c.) Supplemental Sick Leave Bank. If an employee has reached the maximum number of hours allowed for conversion at retirement (the "cap"), the County will automatically deposit unused, accrued sick leave hours above the cap into a supplemental sick leave bank at the end of each payroll year. The hours deposited in the supplemental sick leave bank may be used during any absence caused by a medical condition that would be covered under the Family and Medical Leave Act (FMLA). The condition must be confirmed in writing by the employee's treating physician, but the County will not require employees to submit the Health Care Provider Certification required for an FMLA leave. Employees may use the supplemental sick leave bank even if they have exhausted the number of hours available under the limitations of the FMLA during a rolling calendar year. The number of hours deposited in the supplemental sick leave bank shall be limited to 480 hours.

15.02 Sick Leave Definition. Sick leave shall be defined as time off the job because of: illness; bodily injury; exposure to a contagious disease; attendance upon members of the immediate family; death in the immediate family; and diagnostic treatment, dental procedures and optician services when such services are performed by duly licensed practitioners.

15.03 Use of Sick Leave Credits.

(a) Employees shall inform their supervisor or the Sheriff as is appropriate of their need to be absent prior to their regularly scheduled starting time the first day and each day thereafter when return to work is doubtful; when their absence can be anticipated because of an appointment, such notice shall precede the absence by five (5) days when possible.

(b) Employees may use sick leave credits for temporary emergency care of ill or injured members of their immediate family (defined in 15.04 below), not to exceed five (5) days for any one (1) illness or injury; however, the five (5) days may be extended in unusual circumstances with prior Employer approval.

(c) If an employee is absent from work for any of the reasons set forth under 15.02 of this Article, and at such time has accumulated insufficient sick leave credits to cover the time lost, the amount of time lost shall be deducted from current earnings of said employee, provided, however, that for each month worked during such calendar year by said employee during which no sick leave is taken, said employee shall be reimbursed for the time they had lost as a consequence of the insufficient accumulation of sick leave credits.

(d) Employees may at their option use vacation credits, holiday credits, or compensatory time due, to extend sick leave.

15.04 Immediate Family Definition. An employee's immediate family shall be the following relations of the employee, spouse or domestic partner: spouse, children, step-children, foster children, siblings, step-siblings, parents, step-parents, foster parents, grandchildren or grandparents. Also included are other relatives of the employee, spouse or domestic partner residing in the employee's household. Domestic partner shall be defined as provided in Section 16.01 herein.

15.05 Physical Examination by County Doctor. In the event that an employee shall have been absent under the provisions of this Article and returns to work without release from their own doctor, satisfactory to the Employer, the Employer shall have the right to direct the employee to a doctor selected and paid by the Employer. In the event that the employee shall be found fit to return to work, the employee shall be made whole for any necessary travel expense or loss of earnings incurred as a result of being directed to the County doctor. The Employer may require at the Employer's expense a medical certificate or other appropriate verification of sick leave absence.

## 15.06 Accrued Sick Leave Credit

(a) Accrued Sick Leave Credit for Retiring Employee. All employees covered by this Agreement who actually retire from County service and apply (within 60 days of last day paid) for a retirement annuity from the Wisconsin Retirement Fund, which annuity must exceed ten dollars (\$10.00) per month, shall have their sick leave credit balance, not to exceed one thousand nine hundred (1,900) hours, converted to a monetary value (hours of credit at retirement times normal hourly rate of pay or the conversion rate (as defined in 13.01 d) received immediately prior to retirement), upon reaching age 65 which total shall be available to pay such Medicare plus costs as may be charged such employee and their dependents by the company or companies carrying Dane County's Group Hospital and Surgical Insurance.

(b) Accrued Sick Leave Credit for Surviving Spouse. In the event that an employee covered by this Agreement dies during the course of their employment and is survived by a spouse, their accrued sick leave credits, not to exceed one thousand nine hundred (1,900) hours, at the time of death, shall be converted to a monetary value (hours of credit times normal hourly rate of pay or the conversion rate of pay received immediately prior to death) which shall be available toward the payment of health insurance premiums for the surviving spouse. In the event that the retired employee shall precede their spouse in death and there remains at that time to their credit a balance, such balance shall be used to purchase health and accident insurance for the surviving spouse so long as the spouse is alive and there remains a balance in the fund.

(c) The employee may elect to delay conversion of their sick leave credits for a period of up to ten (10) years after the date of retirement. The employee desiring such delay shall provide notice to the County of their intention to delay said conversion and shall provide written notice to the County on or before June 30 of the year preceding the commencement of said conversion.

15.07 Attendance Incentive Program-Earned Override (EO) Day. Each employee who uses three (3) or less sick leave days in the prior payroll year shall have the right, regardless of overtime cost to the County, to use sixteen (16) hours of vacation, holiday, wellness or compensatory time for a previously scheduled work shift upon forty-eight (48) hours written notice to the employer. Such time off shall be known as an earned override (EO) day, and shall be scheduled on a first-come-first-served basis. No more than three (3) employees per day on first shift, two (2) employees per day on each of the second and third shift shall be allowed time off.

## ARTICLE XVI - BEREAVEMENT LEAVE

### 16.01

(a) Permanent employees shall be allowed bereavement leave with pay, according to the schedule below, in the event of the death of the following relations of the employee, spouse or Domestic Partner. Bereavement leave may be used on a non-consecutive basis within one year of the death of the qualifying relation:

1. Death of spouse, domestic partner, child, or step-child: 80 hours
2. Death of sponsored adult, foster children, siblings, step-siblings, parents, step-parents, foster parents, grandchildren, step- grandchildren, grandparents, step-grandparents, brother-in-law, sister-in-law, son-in-law and daughter-in-law: 32 hours
3. Death of a member of the employee's family, other than those above: employees must use their own benefit time with supervisory approval.
4. Such leave shall be prorated for part-time employees.
5. Stillbirths are covered under separate policy.

(b) The following definitions pertain to the phrase "domestic partner" as used in 16.01(a) above.

1. Domestic Partner- shall mean two adults and their dependents, if any, provided the adults sign an affidavit and file same in the office of the Employee Relations Manager indicating that:

a. They are in a relationship of mutual support, caring and commitment; and

b. They are not married (unless they are married to each other) or legally separated and, if either party has been a party to an action or proceeding for divorce or annulment, at least six (6) months have elapsed since the date of the judgment terminating the marriage; and

c. Neither domestic partner is currently registered in an alternative family with a different domestic partner and, if either partner has previously been registered as a domestic partner in an alternative family, at least six (6) months have elapsed since the effective date of termination of that registration; and

d. Both are 18 years of age or older; and

e. Both are competent to contract; and

f. They are occupying the same dwelling unit as a single, nonprofit housekeeping unit, whose relationship is of permanent and distinct domestic character and they share common cooking facilities; and

g. They are not in a relationship that is merely temporary, social, political, commercial or economic in nature; and

h. Both agree to notify the Employee Relations Manager of any change in the status of their alternative family relationship.

2. Domestic partner – shall mean those adults in a registered alternative family.

3. Dependent – shall mean one who lives with a registered alternative family and is:

a. A biological child of the domestic partner; or

b. A dependent as defined under IRS regulations; or

c. A ward of a domestic partner as determined in a guardianship proceeding;

or

d. A person adopted by a domestic partner.

4. Mutual support – shall mean that the domestic partners contribute mutually to the maintenance and support of the alternative family throughout its existence.

#### ARTICLE XVII – STILLBIRTH POLICY

Effective December 17, 2023 all Dane County Employees who meet the eligibility criteria and have a qualifying event, shall receive 240 hours (prorated for less than 1.0 FTE) of Stillbirth Leave (SBL) once per payroll year.

The purpose of this new leave benefit is to provide employees time to physically and psychologically recover after suffering a stillbirth.

##### Section 1: Definitions

1. Stillbirth – is defined as a loss of a baby at or after 20 weeks of pregnancy.
2. Stillbirth Leave – is defined as 240 hours of paid time off from work. Employees working less than 1.0 FTE shall receive a prorated amount according to their FTE status. For example, 0.5 FTEs who are approved will receive 120 hours.
3. Parent – is defined as a person identified on a child(ren)'s vital record or other medical documentation.
4. Qualifying event
  - a. Definition: A qualifying event is defined as the stillbirth of a child on or after December 17, 2023.
  - b. Sperm donors do not incur a qualifying event under this policy.
  - c. Surrogacy clarified: Employees receiving a child from a surrogate may incur a qualifying event under this policy. An employee serving as a surrogate does not incur a qualifying event under this policy.
  - d. One qualifying event per payroll year. In the case of multiple qualifying events by an employee in the same payroll year, the eligible employee will be entitled to only one instance of stillbirth leave.
  - e. Use of stillbirth leave in payroll year does not exclude same employee from use of parental leave in same payroll year.



- f. Interaction between Stillbirth Leave and Paid Parental Leave: In the case of a live birth and stillbirth simultaneously (i.e., twins), the employee is entitled either Paid Parental Leave or Stillbirth Leave, but not both.
5. Eligible employee – is defined as an employee of Dane County who is entitled to accrue leave balances who has a qualifying event. Limited term employees are excluded from this policy.

## Section 2: General Provisions

1. An Employee's use of Stillbirth Leave shall run concurrently with a Leave of Absence provided under the Family Medical Leave Act (FMLA), if an employee is eligible for FMLA. Employees eligible for FMLA shall apply for and use FMLA concurrently with SBL. Employees not eligible for FMLA shall apply for a Leave of Absence under County Ordinance 18.29(3) or under the Employee Benefit Handbook and use a Leave of Absence under County Ordinance or Employee Benefit Handbook concurrently with SBL.
2. Stillbirth Leave hours may be used in conjunction with other forms of paid or unpaid time off available to the employee, including but not limited to sick time, vacation, sabbatical, holiday, wellness and unpaid time.
3. Eligible Employees must use all of their SBL within six months of the qualifying event. Any portion of the SBL remaining six months after the qualifying event is forfeited. The start date of an employee's SBL is at the employee's discretion, as long as the employee's SBL balance has not yet been forfeited.
4. All employees except those in 24/7 operated departments (Sheriff's Office, Badger Prairie, and Public Safety Communications 9-1-1) may use SBL intermittently. Employees in a 24/7 operated department may use SBL intermittently with the prior written approval of their supervisor.
5. All employees except those in 24/7 operated departments (Sheriff's Office, Badger Prairie, and Public Safety Communications 9-1-1) may use SBL in order to work part-time, if that is an arrangement that works for their family. Employees in a 24/7 operated department may use SBL to work part-time with the prior written approval of their supervisor.
6. Employees on stillbirth leave will continue to receive non-salary fringe (dental insurance, health insurance, disability insurance, longevity credits, sick leave accrual, vacation accrual) benefits provided under the Employee Benefit Handbook on the same basis as if working. Employees on Stillbirth Leave will also continue to receive compensation for fixed holidays on the same basis as if working
7. Employees may only be approved for Stillbirth Leave once during a payroll year.
8. This policy is not retroactive for any employee who is on a previously approved leave for the stillbirth of a child. Only qualifying events on or after January 1, 2024 are able to use this benefit.
9. If both parents of a qualifying event are County Employees, each employee receives a stillbirth leave benefit.

10. Employees must provide documentation and notification in a timely manner. Within two weeks of event, employees must provide notification to Employee Relations that the event has occurred and submit a Leave of Absence request.

### Section 3: Procedures

1. Employees who are eligible and experience a qualifying event must fill out and complete the application for SBL. The SBL application will be a separate application from existing leave applications, but should be submitted with an appropriate leave of absence request (FMLA, Employee Benefit Handbook, Ordinance). These applications must be completed within 14 days of the qualifying event.
2. Employees in 24/7 operated departments who wish to use SBL intermittently or to work part-time must obtain the prior written approval of their supervisor, and include such approval with their SBL application.
3. Eligible employees must provide timely documentation of the qualifying event. Forms of documentation include: a health care certification from a medical doctor
4. Employees must sign the application acknowledging that they understand the policy, acknowledging that they intend to return to work and indicate a return date.
5. Employee Relations will review the application and determine if the individual is eligible. If the application qualifies for SBL, Employee Relations will approve the application and notify the Employee.
6. Payroll will load the appropriate amount of time into a time-bank (leave code) available to the employee after the qualifying event.
7. Full-time employees who have had their application approved, will receive 240 hours of SBL. Part-time employees who have had their application approved will have their benefit time prorated according to their full-time employment status. For example, 0.5 FTEs who are approved will receive 120 hours.
8. Employees are only able to use this time after the qualifying event. Employees cannot use this time before the event.
9. If an official county holiday occurs while the individual is on an approved SBL, the employee will receive holiday pay. Official County Holidays do not count against an approved SBL.
10. If an employee has any unused SBL six months after the qualifying event, that amount of SBL shall be forfeited.

## ARTICLE XVIII- LEAVE FOR ELECTION OFFICIALS

18.01 Employee who desire to serve as an election official pursuant to Section 18.29(13) of the Dane County Code of Ordinances shall so advise their department head. Requests to serve as an election official are subject to review based on departmental staffing requirements, but will not be unreasonably denied.

ARTICLE XIX – PARKING, BUS PASSES AND MILEAGE REIMBURSEMENT

19.01 Parking. Employees shall be provided a parking area in the County Parking Ramp for a monthly fee equal to \$15.00 for the term of this agreement. Such space may be used for reporting to and from work only.

19.02 Bus Pass Subsidy. For the exclusive use of employees who purchase one of the bus passes specified below and who utilize such pass for their mode of transportation to and from work; the employer shall provide a subsidy for each employee toward the cost of such bus passes as provided in the following schedule:

<u>Madison Metro Passes</u>	<u>Employer Subsidy</u>
Monthly Pass	\$2.00
Twenty Ride Pass	2.00
Twenty Ride Express Pass	2.00
Twenty Ride Middleton Pass	2.00
Twenty Ride Verona Pass	2.00
Elderly/Handicapped Ten Ride Pass	1.50
<u>Commuters Service</u>	
Stoughton Ten Ride Pass	\$2.00
Oregon/McFarland Ten Ride Pass	2.00
Evansville Ten Ride Pass	2.00
<u>Madison Rapid Transit</u>	
Lodi/Waunakee Ten Ride Pass	\$2.00

In the event that additional bus passes become available during the term of this agreement for bus lines that could be utilized by employees under the conditions specified above; the Employer will provide a \$2.00 subsidy on the cost of such bus passes purchased by employees not to exceed the total cost of the pass.

19.03 Mileage Reimbursement. Employees shall be reimbursed at the IRS rate (said reimbursement rate to be adjusted when it is periodically changed by the IRS), or at such higher amount as authorized by the Dane County Board of Supervisors for use of their personal vehicles while performing the employer’s business.

ARTICLE XX - CONTRACT REVISION PRINTING

20.01 The Employer shall provide for the typing and printing of any contract revisions, and the Union shall pay one-half of such printing costs which shall not exceed the usual or customary costs current at the time of such printing; provided, however, that the contract shall be printed by County employees or in a union cooperative or employee-owned print

shop. In the event that the County does not comply with the printing conditions set forth above, the Union shall not be required to pay for any of the costs of preparing the contract.

#### ARTICLE XXI - MAINTENANCE OF EXISTING BENEFITS

21.01 The Employer agrees that all conditions of employment pertaining to wages, hours of work, and general working conditions that are mandatorily bargainable shall be maintained at not less than the highest minimum of standards in effect at the time of the signing of this Agreement, unless otherwise agreed to in the course of negotiations.

#### ARTICLE XXII - ASSOCIATION ACTIVITIES

22.01

(a) Officers selected as delegates to the annual Wisconsin Professional Police Association (WPPA) convention shall be permitted to use up to three (3) days of accumulated time off to attend such convention. The maximum number of officers shall not exceed eleven (11). The Association shall provide the Department with the names of six (6) of the delegates no later than February 1 of the year of the convention. The Association shall provide the Department with the names of the remaining five (5) delegates as soon as possible and in any event not less than sixty (60) days in advance of the convention.

(b) Officers who serve on the Dane County Deputy Sheriff's Association (DCDSA) Board of Directors shall be granted up to three (3) hours per month, but not to exceed three hundred (300) hours (in the aggregate) per year for the complete Board, with pay, for attendance at meetings of that Board which are held during the employee's scheduled duty hours. The affected officer shall give no less than seven (7) days written notice to the Chief Deputy with a copy to the scheduling clerk.

(c) Up to five (5) members of the DCDSA negotiating committee may receive pay while negotiating with the employer during the employee's scheduled duty hours, provided, however, that the overall size of the DCDSA negotiating committee at any one session shall not exceed five (5) County employees.

22.02 Retaliation Protection. The County agrees that there will be no retaliation against the Association or any bargaining unit member for engaging in protected, concerted activity during the negotiation and resolution of this labor contract.

#### ARTICLE XXIII - SEPARABILITY

23.01 Each and every clause of this contract shall be deemed separable from each and every clause of this contract to the end, that, in the event that any clause or clauses shall be finally determined to be in violation of any law, then, in such event, such clause or clauses only, to the extent only that any may be so in violation, shall be deemed of no

force and effect and unenforceable without impairing the validity and enforceability of the rest of any clause, sentence or paragraph in which offending language may appear.

#### ARTICLE XIV - NO STRIKE

24.01 The union agrees that for the duration of this Agreement, Union officers, representatives, or members will not authorize, assist or support any strike, work stoppage, slowdown, interruption of work or interference with operations of the Employer. In the event of any strike, work stoppage, slowdown, or interruption or impeding of work, the Employer shall notify the Union thereof, and the Union shall give notice to the employees involved that they are in violation of this Agreement and should end such strike, work stoppage, walkout, or interruption, or impeding of work.

#### ARTICLE XV - TERMINATIONS

25.01 This Agreement shall become effective as of December 17, 2023, and shall remain in full force and effect until and including December 15, 2024. This Agreement shall be automatically renewed from year to year thereafter, unless negotiations are initiated by either party prior to September 1st of any given year. However, nothing said herein, shall prevent the parties from altering or amending, at any time, any part hereof by mutual consent.

This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph. However, nothing said herein shall prevent the parties from altering or amending, at any time, any part hereof by mutual consent.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth herein.

## ADDENDUM A

### Uniform or Personal Item Damage Claims

#### POLICY:

Reimbursement for repair or replacement of personal items damaged or destroyed in the course of employment.

##### Condition (A)

Items damaged or destroyed by the actions of/or circumstances created by a third party.

##### Condition (B)

No apparent negligence on the part of the employee.

#### PROCEDURE:

Employee shall report occurrence and possible claim to supervisor immediately. Supervisor shall submit employee's report with their comments to department head. The Sheriff shall review occurrence and claim. The Sheriff shall approve or deny claim based on above "Conditions".

#### FINAL ACTION ON APPEAL:

If an employee's claim is denied they shall have the right to request reconsideration by the committee. Such requests shall be in writing and shall contain all the employee's arguments. After review of request the committee at its option may allow employee to appear before them for appeal.

#### ALLOWABLE COST, REIMBURSABLE:

Eye Glasses - Value of replacement through Dane County Safety Glass Program

Watches and Jewelry - Maximum value \$100.00 repaired or replaced, on a ten year depreciation schedule.

Clothing - If not repairable, 75% of replacement cost or 100% if purchased within 30 days prior to the date damaged as evidenced by dated itemized receipt of purchase.

Other Items - Repair or replacement cost less standard depreciation.

This policy does not affect eye glasses and hearing aids covered under the Worker's Compensation Act.

ADDENDUM B  
Post Retirement Leave Conversion Plan

**1.0 Purpose.** Dane County has adopted a Post-Retirement Leave Conversion Medical Reimbursement Plan (hereinafter, "Medical Plan") and a Governmental 401(a) Special Pay Plan (hereinafter, "Retirement Plan") (together called the "Plans") to allow retiring employees to convert accumulated leave into a supplemental retirement benefit on a mandatory basis.

**2.0 General.** The Plans are intended to allow some flexibility in the conversion of the unused accumulated leave. Dane County will apply a formula, set forth in Section 4.0 below, to convert a retiring employee's unused accumulated leave (hereinafter, "Benefit"). The benefit will be paid to the retiring employee through a supplemental benefit plan.

It is the County's intention that, to the extent permitted by law, the benefits provided by the plan not be subject to FICA taxes. In addition, to the extent permitted by law, these benefits are to be tax deferred for both federal and state income tax until the retiree withdraws them from the Plan. Employees should consult their own tax advisor to determine how to treat the supplemental benefits provided by the Plan.

Under the Plans, employees will continue to be allowed to defer their enrollment in the County's health and dental plans for a period of up to ten years after their retirement, provided that they were participating in the health and/or dental plans at their retirement.

**3.0 Post Employment Medical Account.** During the period of active employment, the County will deposit \$10 per month into a post-employment medical trust account which will replace the contribution under Addendum B to the current contract. The County will work with the Union and the administrator of the new Post-Retirement Leave Conversion Medical Reimbursement Plan to explore the feasibility of transferring assets currently held by Security Benefit into the program.

**4.0 Eligibility.** The conversion of unused leave is automatic and mandatory upon retirement and all retiring employees with unused accumulated leave on the date of their retirement will participate in the Plan.

To "retire" and be eligible for this Plan, an employee must be a member of the bargaining unit who has reached or will reach age 50 or older, during the calendar year of retirement, must retire from employment with the County, and be eligible for retirement benefits from the Wisconsin Retirement System.

**5.0 Calculation of Benefit.**

**5.1 Sick Leave:** An employee who retires with Dane County shall receive a Benefit for the number of hours of unused accumulated sick leave held by the retiring employee on his or her date of retirement, based on the following formula: Total hours of accumulated sick leave to a maximum of 1,900 x regular hourly rate of pay or conversion rate of pay (as defined in 13.01 d) at time of retirement.

**5.2 Vacation:** Total hours of earned vacation leave x regular rate of pay including longevity and incentive pay at time of retirement.

**5.3 Sabbatical/vacation bank:** Total hours in the employee's sabbatical/vacation bank x regular rate of pay including longevity and educational incentive pay at time of retirement.

**5.4 Holiday pay:** Total hours of holiday and wellness pay x regular rate of pay including longevity and incentive pay at time of retirement.

## **6.0 Payment of Benefits.**

- 6.1 Dane County, no later than fifteen (15) days following the final pay date of the retiring employee, shall make a contribution equal to 100% of the amount calculated under 5.2 and 5.4 to the 401(a) Retirement Plan Trust and/or 457(f) qualified deferred compensation plan in the amount of the Benefit, which shall be paid to the retiring employee according to the terms of the selected plan. Plan selection shall be based upon the age of the participant and the amount of the contribution in an effort to maximize participant tax savings without subjecting plan participants to IRS premature withdrawal penalties if applicable.
- 6.2 **Election of Form of Benefit:** Within thirty (30) days of receiving written notice of an employee's retirement, Dane County shall elect the form in which the retiring employee will receive the benefit under 5.1 and 5.3. The County's election of the form of benefit will be based on an interview with the retiree to collect information regarding the retiree's financial needs and/or retiree access to health care. The interview will be conducted by representatives of the Plan provider. At the option of the retiree, he or she may be accompanied by a representative of his or her collective bargaining unit. The County and/or Plan provider shall notify retiring employees of their right to have a Union representative present. The Benefit can only be paid to the retiring employee in one of the forms set forth in paragraph 6.3. Dane County will notify the retiring employee in writing (within the thirty (30) day time period identified above) of the election made by Dane County.
- 6.3 **Form of Payment:** Retiring employees who are eligible to receive a benefit under 5.1 and 5.3 will be paid the Benefit in one of the following forms, pursuant to the election made in paragraph 6.2:
- (a) Dane County shall make an annual contribution to the PRIME Trust, or the Medical Plan Trust (selected by the parties) for the benefit of the employee to pay for health, dental, and other insurance premiums and un-reimbursed medical expenses specified under Internal Revenue Code Section 213. The annual contribution will be equal to the benefit under 5.5 above (if the retiree participates in the County health insurance plan) and an amount from the benefit under 5.1 and 5.2 above such that when combined with the benefit under 5.5, if applicable, will be equal to 135% of the annual cost of health and



dental insurance premiums for County sponsored insurance for the retiree and dependent(s), if any. If the retiree chooses a non-County sponsored plan, the combined annual contribution will be equal to 135% of the annual cost of the health and dental insurance premiums for the retiree and dependent(s), if any, plus the amount of the plan deductible up to \$5,000 per person (\$10,000 maximum) or 135% of the cost of the Single (HMO) premium annually whichever is greater.. If the retiree's health and /or dental insurance premium cost increases during the calendar year, the retiree shall notify the County and the County will make a supplemental contribution from the benefits in 5.1 and 5.3 above equal to 100% of the additional premium amount for that calendar year. The contributions from 5.1 and 5.3 will continue until the benefit amount calculated in 5.1 and 5.3 is exhausted by the retiree or their qualified dependent beneficiaries. If the retiree participates in outside insurance, it is the responsibility of the retiree to notify the County and provide documentation of any premium change including annual increases.

The County shall notify the Plan Administrator about any premium changes no later than October 1 prior to the effective date of the premium increase. The Plan Administrator shall notify all retirees about specifics of the premium changes, if any, no later than October 31 prior to the effective date of any increase. Retirees must notify the County of any change in the plan(s) that they will enroll in by November 15 of the preceding year. If the County does not receive such notification, the annual contribution amount shall be based upon the plan(s) that they are currently in.

If a retiree initially defers participation in the County's health and/or dental plan, and during the deferral period, determines to never participate in the County's health and/or dental plans, then the County will begin making an annual contribution equal to 135% of the family HMO health plan and the family dental plan. Such contributions will commence upon notice by the retiree to decline coverage or at the end of 10 years following retirement, whichever comes first.

An annual contribution from 5.1 and 5.3 equal to 135% of the cost of the Single (HMO) premium shall be made for retirees who choose to defer their participation in the County's health and/or dental insurance plans.

If the retiree dies before the balance in 5.1 and 5.3 is exhausted and has no surviving spouse or dependents, the County will make a payment of the remaining balance to the retiree's estate. This distribution will be subject to income tax.

- (b) Dane County shall make a contribution equal to 100% of the amount calculated in 5.1 and 5.3 to the Retirement Plan Trust and/or 457(f) qualified deferred compensation plan (selected at Dane County's discretion) in the amount of the Benefit, which shall be paid to the retiring employee according

to the terms of the selected plan. Said contribution shall be made no later than twenty-one (21) days following the date on which an employee retires.

#### 7.0 Plan Administrator

Dane County is hereby designated as the Plan Administrator. The Plan Administrator shall have the authority to control and manage the operation and administration of the Plan, including the authority to make and enforce reasonable rules or regulations for the efficient administration of the Plan. The Plan Administrator shall give reasonable notice of the availability and terms of the Plan to employees and shall keep accurate records of all benefits paid under the Plan.

#### 8.0 Miscellaneous

- 8.1 This Plan shall be constructed and enforced according to the laws of the State of Wisconsin, where Dane County is located.
- 8.2 This document is descriptive only, and is subject in all regard to the documents establishing the Medical Plan and the Retirement Plan.

If this program becomes unavailable for any reason or if the terms of the program change in a way that may result in additional costs to the employee or to the County, the parties will meet to renegotiate the provisions.

ADDENDUM C  
RETIREMENT ENHANCEMENT PROGRAM (FINAL)

The Retirement Enhancement Program (REP) is designed to assist county retirees with medical costs in retirement. Medical costs include premiums for insurance, copays, deductibles and out-of-pocket medical expenses. The program applies to county employees who retire on or after January 1, 2020.

**Benefit:**

The benefits under the REP are to assist retirees with medical costs. For employees with ten years of verified service, but less than twenty years of service, the county will provide the retiree with five annual payments of \$5,500 each. For employees with twenty years of verified service or more, the county will provide the retiree with ten annual payments of \$5,500 each.

The first payment will be deposited to the retiree's account after the county has been notified by the Employee Trust Funds that the employee has initiated their retirement annuity with WRS, the employee has met with Precision Retirement and the employee has terminated service with the county within that payroll year. The second and subsequent payments under the program will be deposited during the month of January of each subsequent calendar year until the five or ten payments have been made.

If an active employee dies before retirement, no payments will be made. If a retiree dies, a lump sum of the value of remaining payments due will be transferred to the retiree's account for use by their surviving spouse or dependents, if any. If there is no surviving spouse or dependents, then no further payments will be made after the retiree's death.

**Service Requirement:**

To be eligible, employees must have a minimum of ten years of verified service with the county. Elected officials must have a minimum of ten years of verified combined service as an employee or one or more of the elected officials listed below. The term of service does include military service earned while a county employee, absences under Family Medical Leave, periods of disability, handbook or county ordinance leave, worker's compensation, or layoff status so long as the employee has not terminated employment.

**Eligible Employees:**

Eligible employees include regular full and part-time employees as well as the following elected officials: County Board Chair, County Clerk, Clerk of Courts, Sheriff, County Executive, County Treasurer, Register of Deeds. To be eligible, the employee or elected official must retire from county service and must collect an annuity under the Wisconsin Retirement System within 60 days of retirement.

**Accounts:**

Employees with leave balances go through the Prime Choice program to determine how their leave balances will be applied in retirement. Those retirees who are directed to the Medical Trust program have an account established with the third party administrator into which the county deposits funds related to their leave balances. Funds in this account are used by the retiree for medical expenses. The payments under the REP will be made into the retiree's Medical Trust Account in addition to any scheduled deposits from converted leave balances.

If the retiree is directed to the Special Pay Plan or has no leave balances to convert, then they will also have a Medical Trust Account established with the third party administrator specifically to receive the payments under the REP.

Retirees receive tax-free reimbursement from the third party administrator for qualified medical expenses. Reimbursements can be for one-time expenses, or the retiree can establish recurring reimbursements for recurring expenses such as monthly premiums.

Funds from the REP benefit are available to the retiree as soon as they are deposited. Funds not needed in a calendar year remain in the retiree's individual account for future use.

**Adjustments**

Effective December 15, 2024, the REP will be adjusted annually, on the first day of the first pay period, by the amount of the cost of living increases provided.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this the \_\_\_\_\_ of \_\_\_\_\_, 2023.

FOR THE ASSOCIATION

FOR THE EMPLOYER

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MEMORANDUM OF UNDERSTANDING  
DANE COUNTY  
AND THE  
DANE COUNTY DEPUTY SHERIFFS' ASSOCIATION  
SERVICE PATROL

Dane County and the Dane County Deputy Sheriffs' Association agree as follows:

Due to the unique nature of the Service Patrol assignment, officers assigned to service patrol will work a M-F schedule with arranged "union" days as per current practice.

Sample schedules are attached hereto. These schedules illustrate the practice.

The schedule shall apply only to officers assigned to the Service Patrol assignment.

This Agreement shall expire on December 15, 2012, but may be extended by agreement of the parties.

Renewed at Madison, Wisconsin this 17<sup>th</sup> day of December 2023

MEMORANDUM OF UNDERSTANDING  
DANE COUNTY  
AND THE  
DANE COUNTY DEPUTY SHERIFF'S ASSOCIATION

Dane County and the Dane County Deputy Sheriff's Association agree as follows:

In order to reduce personnel costs as well as to improve the members ability to schedule contractual time off, all replaceable 1<sup>st</sup> shift deputy's currently working a Monday through Friday assignment on a (5-2, 5-2, 4-3, 5-2, 5-3, 4-2) will work a Monday through Friday work schedule (5-2). Deputies will rotate "union" days off into pre-selected Monday-Friday 5-day blocks. In the event a member enters one of these affected Monday through Friday positions through either the Lateral or Promotional process, they will be assigned to the "union week" rotation held by the person whose position they are filling.

Standard department procedures for Vacation Call-up and Trades shall remain in effect. Deputy's will be able to trade individual regular off days or full "union weeks" consistent with current day trade procedures that are in place. A Deputy's assigned union week will not limit that Deputy's ability to select specific vacation time.

This MOU will not apply to Civil Process and Civil Execution positions.

Members who are covered by this MOU shall receive upon request, credit (not pay) for two hours of OT worked per pay period in the Overtime Database.

This agreement shall expire on December 15<sup>th</sup>, 2012, but may be extended by mutual agreement of both parties.

FOR THE DCDSA:

FOR DANE COUNTY:

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Renewed at Madison, Wisconsin this 17<sup>th</sup> day of December 2023

MEMORANDUM OF UNDERSTANDING  
DANE COUNTY  
AND THE  
DANE COUNTY DEPUTY SHERIFF'S ASSOCIATION

Dane County and the Dane County Deputy Sheriff's Association, WPPA-LEER (DCDSA) agree as follows:

Deputies assigned to the duties of Background Investigator on behalf of the Sheriff's Office may work flexible work hours but will be consecutive eight-hour shifts in accordance with the collective bargaining agreement. Daily starting and ending times will be coordinated with, and approved by, their direct supervisor. These adjustments are necessary to allow each deputy so assigned the flexibility to meet with people who are not available during daytime hours and to attend various meetings and interviews.

Deputies assigned to do background investigations on behalf of the Sheriff's Office will work primarily Monday through Friday, with appropriate time off to accommodate the 37.5-hour workweek. Each such deputy will have the discretion and flexibility (with approval of their direct supervisor) to adjust their schedule to accommodate the needs of the position. If the background investigation work requires the deputy to work on a weekend day, the deputy will be able to adjust their schedule to assure at least two consecutive days off during the week.

This agreement shall expire on December 8, 2019, but may be extended by mutual agreement of both parties.

FOR THE DCDSA:

FOR DANE COUNTY:

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\_\_\_\_\_  
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Renewed at Madison, Wisconsin this 17<sup>th</sup> day of December 2023



**Memorandum of Understanding  
Between  
The County of Dane  
and the  
Dane County Deputy Sheriff's Association  
Wisconsin Professional Police Association / LEER  
Regarding  
Lateral Entry**

The Association agrees that New Hire Law Enforcement Officer/Deputy candidates offered employment by the County may be hired as lateral transfers, and eligible for lateral entry benefits if they meet the terms and conditions set forth herein.

1. In order to be hired as a lateral transfer, the applicant must meet all conditions and hiring qualifications and accept a deputy sheriff position with Dane County Sheriff's Office. Further, only certified Wisconsin law enforcement officers would qualify as lateral transfers. All accepted lateral transfers will be subject to the probationary period as set forth in Section 7.04 of the Collective Bargaining agreement between the County and Dane County Deputy Sheriff's Association.
2. Qualified and accepted lateral transfers shall receive longevity credits equivalent to the number of years that they have been employed as a full-time certified law enforcement officer. Prior certified part time law enforcement officers and anyone who is pre-certified shall receive thirteen (13) longevity credits upon the hire/start date. Longevity credits granted to New Hire Law Enforcement Deputies shall be applicable to the following articles in the Collective Bargaining Agreement between the County and Dane County Deputy Sheriff's Association: Article VII- Classification and Compensation- 7.01 Salary Schedule; 7.06 Educational Incentive Pay Plan; 7.07 Longevity and Article XII – Vacations- 12.01 Rate of Earning Vacation Credits.
3. Qualified and accepted lateral transfers shall receive a hour for hour credit to their sick leave bank not to exceed 1800 hours for any sick leave accumulated at their previously qualified law enforcement agency.
4. It is understood that this longevity credit upon hire will play no role in establishing department seniority in any other circumstance that might utilize seniority as a determining factor (Section 5.01 of the Collective Bargaining Agreement).
5. The goal of this initiative is to mitigate the loss of benefits often associated with an employee moving from one organization to another. The lateral entry program is designed to help the Dane County Sheriff's Office offer a highly competitive total benefit package in an effort to hire the best qualified Law Enforcement Officers/Deputies.

6. The New Hire Law Enforcement Officer/Deputy shall receive all of the compensation and benefits that any full-time employee would receive except as specifically modified by this memorandum of understanding. All the terms of the collective bargaining agreement will apply to the New Hire Law Enforcement Officer/Deputy unless specifically modified by this memorandum of understanding. In the event there is a question regarding how a New Hire Law Enforcement Officer/Deputy shall be treated under this MOU and the bargaining agreement, the County and the Association will meet to discuss acceptable equitable solutions. If that discussion is unsuccessful in resolving the dispute, the County and the Association will retain their respective rights and arguments under the current provisions of the collective bargaining agreement.
7. This represents the complete understanding of the parties on this issue. Any amendments or modifications to this agreement must be made in writing.
8. This Agreement shall expire as of December 16, 2023.
9. This agreement is effective on the last date signed below. Authentic fax or email signatures are as valid as an original.

Renewed at Madison, Wisconsin this 17<sup>th</sup> day of December 2023

**Dane County Deputy Sheriff's Association**  
**WPPA/LEER**  
**Tentative Agreement**  
**September 28, 2023**

1. Article VII – **Classification and Compensation**

a. Section 7.01 4.5% COLA effective 12/17/23

b. Section 7.06 – remove hold harmless clause  
7.06 Educational Incentive Pay Plan.

~~Effective December 27, 1992, the following incentive plan will be implemented in lieu of all other incentive plans:~~

After an employee completes twenty-six (26) longevity credits, if they have an Associate Degree (or equivalent), they will receive 12% incentive; if they have a Bachelor's Degree, they will receive 18% incentive; if they have a Master's Degree, they will receive 22% incentive.

Equivalency means sixty (60) credits\* en route to Bachelor's degree. A degree must be from a school or university accredited by an authority recognized by the U.S. Department of Education.

Educational incentive shall be included in employee's regular biweekly pay and shall have the effect of increasing the employee's basic pay in the amounts indicated above.

c. Section 7.09 – **Undesirable Hours Pay** – Increase amount to \$2.00

7.09 Undesirable Hours Pay. Personnel working between the hours of 6:00 p.m. and 6:00 a.m. and on Saturdays, Sundays and holidays shall be compensated at the rate of ~~one~~ **two** dollars (~~\$2.00~~**\$2.00**) per hour. Employees who receive time and one-half or double time pay for time worked during such periods shall also receive undesirable hours premium pay for the same time. Educational incentive **and longevity** shall also be included.

d. Section 7.10- Training Officer Pay- Increase amount to .25 hours of compensatory time

7.10 Training Officer Pay. Personnel assigned to either the Field Training Officer, Jail Training Officer, ~~or~~ Bailiff Training Officer, Airport Training Officer, ~~or~~ Booking Training Officer **or Motor Service Patrol** shall receive .25 hours of compensatory time for each one (1) hour period **providing training in any of the above defined positions. Personnel may not receive compensatory time for more than one training category for the same hours worked.** ~~served as a~~

~~Field Training Officer, Jail Training Officer or Bailiff Training Officer, Airport Training Officer, Booking Training Officer.~~

e. Section 7.13- Temporary reassignment

7.13 Temporary Reassignment. An employee who is temporarily reassigned to a classification in a higher pay range shall receive additional compensation under the same provisions as provided for in 7.08 of this Article if such employee works for **one (1)** ~~eight (8)~~ or more consecutive hours in the higher classification and such compensation shall be retroactive to when the employee assumed their reassignment.

f. Section 7.18- Deputies Working in the Bailiff's Office- increase amount to \$2.50

7.18 Deputies Working in the Bailiff's Office. When a Deputy Sheriff II is assigned and works a minimum of (1) hour or more in the Bailiff's "office" position, they shall be paid an additional **two dollars and fifty cents** ~~one dollar (\$2.50)~~ per hour. It is understood that these duties are non-supervisory in nature. The Deputies performing the "office" duties must possess the skills to: coordinate Bailiff schedules, dispatch alarm and calls for assistance, act as Courthouse Evacuation Leader and assist in resolving immediate issues involving courthouse activities with judges, attorneys and members of the public. The agency shall only assign those deputies properly trained in the position. In addition they must be able to perform duties of a Deputy I-II as assigned.

g. Section 7.21 b. Supplemental Work Assignments.- add voluntary

All **voluntary** supplemental work assignments are subject to approval of the Sheriff or designee. The hourly rate to be paid to the Deputy for such approved **voluntary** supplemental work shall be not less than **\$50.00** ~~45.00~~ per hour. Future adjustments to this rate will be made by mutual agreement of the parties. If Administration chooses to offer assignments at overtime rates the hourly rate to be paid to the Deputy for such approved **voluntary** supplemental work shall be the compensatory overtime rate **of time and one-half** or supplemental rate, whichever is higher **for the duration of the voluntary assignment**. Supplemental work assignments are voluntary.

2. Article VIII – **Call-In-Pay** –

a. Section 8.02 – Court Appearance Cancellation-add in that these hours do not count towards overtime

8.02 Court Appearance Cancellation. Provide for a minimum of two (2) hours pay at time and one half in the event of a court appearance cancellation within twenty four (24) hours of the scheduled court appearance time. Provide for a minimum of three (3) hours pay at time and one-half in the event of a court appearance

cancellation within twenty-four (24) hours of the scheduled court appearance time if on an employee's regularly scheduled day off. (8.02 does not apply to D. A. Investigators). The notification requirement shall be considered met by the employer if the employer uses a telephone recording which the employee could check prior to twenty-four (24) hours in advance of a court appearance cancellation. **Hours paid under this section will not be considered hours worked under Section XIV- Overtime.**

3. Article X – **Holidays** – 10.03 increase to 32 hours, delete 10.07. not needed since holidays do not expire. Renumber

10.03 Personal Holidays. In addition to the holidays listed above, all full-time employees shall be entitled to time off with pay or compensatory time off with pay as follows:

- (a) **Thirty-two** ~~Twenty-nine~~ (**32** ~~29~~) additional hours to be selected by the employee subject to department head approval.

~~10.07 Holiday Credit Conversion. Employees may convert and contribute up to twenty-nine (29) floating holiday hours to their vacation bank at any time during the payroll year. Such contributed time shall be treated in all respects as banked vacation time once contributed.~~

4. Article XI – Uniforms- 11.02 Increase amount for new employees.

11.02 New Employees. All new Deputy Sheriff I employees shall receive **one thousand dollars (\$1,000.00** ~~675.00~~) **six hundred seventy five on their first paycheck** towards the purchase of an initial uniform and equipment. Any new employee who terminates employment prior to one (1) year of service shall reimburse the County by paying a prorated amount of the initial uniform allotment determined by the number of months remaining to complete one (1) year. For new Deputy Sheriff I employees hired after January 1, 2005, the County will purchase, supply, maintain and own the department approved handgun.

5. Article XIII – **Health and Welfare**

13.01 Health and Dental Insurance.

(a) A group hospital, surgical, major medical and dental plan as agreed to by the parties shall be available to employees. In the event the Employer shall propose a change in this plan, this Contract shall be reopened for purposes of negotiations on such a proposed change. For group health insurance for 2024, the Employer shall pay up to nine hundred **fifty nine** dollars and **sixty-five** ~~seventy-one~~ cents (**\$950.65** ~~09.71~~) per month for employees desiring the "single HMO plan" and up to two thousand **two one** hundred thirty-**four** ~~seven~~ dollars and **eighty-one** cents (**\$2,234.01** ~~137.81~~) per month for employees desiring the "family HMO plan" For

the Point of Service (POS) plan, employees shall pay twenty five percent (25%) of the difference of the single or family HMO and POS premiums. Employees with a spouse on Medicare Plus will receive a payment not to exceed that paid by the Employer for family coverage.

For group dental insurance for ~~2024~~<sup>23</sup>, the Employer shall pay up to forty nine dollars and seventy-six cents (\$49.76) for employees desiring the "single plan", and up to one hundred thirty-nine dollars and ninety-one cents (\$139.91) per month for those desiring the "family plan."

13.06 Disability-delete that wellness hours expire

(c) Employees will be granted sixteen (16) wellness hours in the pay period in which March premiums are withheld. Employees selecting only LTD insurance will be granted eight (8) wellness hours in the pay period in which March premiums are withheld. Employees who used forty-eight (48) or less hours of sick leave during the preceding payroll year will be granted eight (8) additional wellness hours during the following year. The employee may use the wellness hours with the approval of the employee's supervisor. ~~When wellness hours are not used within the payroll year in which they are earned, they may be carried over but must be used by the last day of the succeeding payroll year or they shall be lost.~~ Employees pay the entire premium for disability insurance. Any disability insurance benefits paid to the employee will be tax-free. If any of the other represented bargaining units voluntarily obtain an improved disability plan, the County will offer said plan to the Association.

6. Article XIV- Overtime: allow the comp time bank to refill hours back to 120 if time is drawn down/used.

14.01 Overtime Rate. Unless mutually agreed otherwise, under all circumstances employees shall receive one and one-half (1-1/2) times their straight time hourly rate (including longevity and educational incentive pay) for all hours worked in excess of their normal, regular scheduled workdays or workweek as defined in 7.02 above. Effective December 18, 2022 overtime worked in excess of twelve (12) consecutive hours shall be compensated at two (2) times the straight time hourly rate. Should the accumulation of compensatory time beyond a biweekly payroll period remain legal without additional penalty to the Employer, the employee may, at their option elect to accrue compensatory leave time at the rate of one and one-half (1-1/2) times or two (2) times for overtime worked in excess of twelve (12) hours in lieu of overtime cash payment up to ~~a one-time annual maximum~~ of one hundred and twenty (120) hours. On the last pay period of the payroll year, the employer shall pay in cash to the employee for any accrued compensatory time hours in excess of sixteen (16) hours at the employee's regular rate of pay (including longevity and educational incentive). Overtime earned while serving on a mutual aid basis outside Dane County may not be taken as compensatory time.

7. Article XV- Sick Leave: increase to 1,900 hours cap in all applicable sections

8. Article XVI – Bereavement Leave- update section

(b) 16.01

a. Permanent employees shall be allowed bereavement leave with pay, according to the schedule below, in the event of the death of the following relations of the employee, spouse or Domestic Partner. Bereavement leave may be used on a non-consecutive basis within one year of the death of the qualifying relation:

1. Death of spouse, domestic partner, child, or step-child: 80 hours
2. Death of sponsored adult, foster children, siblings, step-siblings, parents, step-parents, foster parents, grandchildren, step- grandchildren, grandparents, step-grandparents, brother-in-law, sister-in-law, son-in-law and daughter-in-law: 32 hours
3. Death of a member of the employee's family, other than those above: employees must use their own benefit time with supervisory approval.
4. Such leave shall be prorated for part-time employees.
5. Stillbirths are covered under separate policy.

b. The following pertains to the phrase “domestic partner” as used in 16.01.

~~16.01~~

~~—(a) Permanent full-time employees shall be allowed up to three (3) work days leave with pay in the event of the death of the following relationship of the employee, their spouse or domestic partner, which may be used on a non-consecutive basis within one (1) year: spouse, children, step-children, sponsored adult, foster children, siblings, step siblings, parents, step parents, foster parents, grandchildren, step grandchildren, grandparents, step-grandparents, mother in-law, father in-law, brother in-law, sister in-law, son in-law and daughter in-law. Such leave shall be prorated for part-time employees (i.e., half-time employees get three [3] half-days, etc.).~~

~~(b) In the event of the death of a member of the employee's family, other than those set forth in (a) above, the employee shall be entitled to one (1) working day leave with pay and such leave shall be charged against the compensatory leave time balance of the employee. In the absence of compensatory leave time, the leave may be charged to any other accrued paid leave time. Additional leave may be granted at the discretion of the Department Head and such leave shall be charged as provided herein.~~

~~—(c) The following definitions pertain to the phrase “alternative family” as used in 16.01(a) above.~~

9. Article XVII- **Stillbirth Policy**- new policy, renumber remaining sections

Effective January 1, 2024 all Dane County Employees who meet the eligibility criteria and have a qualifying event, shall receive 240 hours (prorated for less than 1.0 FTE) of Stillbirth Leave (SBL) once per payroll year.

The purpose of this new leave benefit is to provide employees time to physically and psychologically recover after suffering a stillbirth.

Section 1: Definitions

6. Stillbirth – is defined as a loss of a baby at or after 20 weeks of pregnancy.
7. Stillbirth Leave – is defined as 240 hours of paid time off from work. Employees working less than 1.0 FTE shall receive a prorated amount according to their FTE status. For example, 0.5 FTEs who are approved will receive 120 hours.
8. Parent – is defined as a person identified on a child(ren)'s vital record or other medical documentation.
9. Qualifying event
  - a. Definition: A qualifying event is defined as the stillbirth of a child on or after January 1, 2024.
  - b. Sperm donors do not incur a qualifying event under this policy.
  - c. Surrogacy clarified: Employees receiving a child from a surrogate may incur a qualifying event under this policy. An employee serving as a surrogate does not incur a qualifying event under this policy.
  - d. One qualifying event per payroll year. In the case of multiple qualifying events by an employee in the same payroll year, the eligible employee will be entitled to only one instance of stillbirth leave.
  - e. Use of stillbirth leave in payroll year does not exclude same employee from use of parental leave in same payroll year.
  - f. Interaction between Stillbirth Leave and Paid Parental Leave: In the case of a live birth and stillbirth simultaneously (i.e., twins), the employee is entitled either Paid Parental Leave or Stillbirth Leave, but not both.
10. Eligible employee – is defined as an employee of Dane County who is entitled to accrue leave balances who has a qualifying event. Limited term employees are excluded from this policy.

## Section 2: General Provisions

11. An Employee's use of Stillbirth Leave shall run concurrently with a Leave of Absence provided under the Family Medical Leave Act (FMLA), if an employee is eligible for FMLA. Employees eligible for FMLA shall apply for and use FMLA concurrently with SBL. Employees not eligible for FMLA shall apply for a Leave of Absence under County Ordinance 18.29(3) or under the Employee Benefit Handbook and use a Leave of Absence under County Ordinance or Employee Benefit Handbook concurrently with SBL.
12. Stillbirth Leave hours may be used in conjunction with other forms of paid or unpaid time off available to the employee, including but not limited to sick time, vacation, sabbatical, holiday, wellness and unpaid time.
13. Eligible Employees must use all of their SBL within six months of the qualifying event. Any portion of the SBL remaining six months after the qualifying event is forfeited. The start date of an employee's SBL is at the employee's discretion, as long as the employee's SBL balance has not yet been forfeited.
14. All employees except those in 24/7 operated departments (Sheriff's Office, Badger Prairie, and Public Safety Communications 9-1-1) may use SBL



intermittently. Employees in a 24/7 operated department may use SBL intermittently with the prior written approval of their supervisor.

15. All employees except those in 24/7 operated departments (Sheriff's Office, Badger Prairie, and Public Safety Communications 9-1-1) may use SBL in order to work part-time, if that is an arrangement that works for their family. Employees in a 24/7 operated department may use SBL to work part-time with the prior written approval of their supervisor.
16. Employees on stillbirth leave will continue to receive non-salary fringe (dental insurance, health insurance, disability insurance, longevity credits, sick leave accrual, vacation accrual) benefits provided under the Employee Benefit Handbook on the same basis as if working. Employees on Stillbirth Leave will also continue to receive compensation for fixed holidays on the same basis as if working
17. Employees may only be approved for Stillbirth Leave once during a payroll year.
18. This policy is not retroactive for any employee who is on a previously approved leave for the stillbirth of a child. Only qualifying events on or after January 1, 2024 are able to use this benefit.
19. If both parents of a qualifying event are County Employees, each employee receives a stillbirth leave benefit.
20. Employees must provide documentation and notification in a timely manner. Within two weeks of event, employees must provide notification to Employee Relations that the event has occurred and submit a Leave of Absence request.

### Section 3: Procedures

11. Employees who are eligible and experience a qualifying event must fill out and complete the application for SBL. The SBL application will be a separate application from existing leave applications, but should be submitted with an appropriate leave of absence request (FMLA, Employee Benefit Handbook, Ordinance). These applications must be completed within 14 days of the qualifying event.
12. Employees in 24/7 operated departments who wish to use SBL intermittently or to work part-time must obtain the prior written approval of their supervisor, and include such approval with their SBL application.
13. Eligible employees must provide timely documentation of the qualifying event. Forms of documentation include: a health care certification from a medical doctor
14. Employees must sign the application acknowledging that they understand the policy, acknowledging that they intend to return to work and indicate a return date.
15. Employee Relations will review the application and determine if the individual is eligible. If the application qualifies for SBL, Employee Relations will approve the application and notify the Employee.
16. Payroll will load the appropriate amount of time into a time-bank (leave code) available to the employee after the qualifying event.

17. Full-time employees who have had their application approved, will receive 240 hours of SBL. Part-time employees who have had their application approved will have their benefit time prorated according to their full-time employment status. For example, 0.5 FTEs who are approved will receive 120 hours.
18. Employees are only able to use this time after the qualifying event. Employees cannot use this time before the event.
19. If an official county holiday occurs while the individual is on an approved SBL, the employee will receive holiday pay. Official County Holidays do not count against an approved SBL.

If an employee has any unused SBL six months after the qualifying event, that amount of SBL shall be forfeited.

Article XXIV - **Contract Term** - One year

## 10. ARTICLE XIV - TERMINATIONS

24.01 This Agreement shall become effective as of December 17~~8~~, 2023~~2~~, and shall remain in full force and effect until and including December 15~~6~~, 2024~~3~~. This Agreement shall be automatically renewed from year to year thereafter, unless negotiations are initiated by either party prior to September 1st of any given year. However, nothing said herein, shall prevent the parties from altering or amending, at any time, any part hereof by mutual consent.

### 11. Addendum B

#### **Payment of Benefits.**

6.4 Dane County, no later than fifteen (15) days **following the final pay date of the retiring employee**, ~~after the retirement of an employee~~, shall make a contribution equal to 100% of the amount calculated under 5.2 and 5.4 to the 401(a) Retirement Plan Trust and/or 457(f) qualified deferred compensation plan in the amount of the Benefit, which shall be paid to the retiring employee according to the terms of the selected plan. Plan selection shall be based upon the age of the participant and the amount of the contribution in an effort to maximize participant tax savings without subjecting plan participants to IRS premature withdrawal penalties if applicable.

6.5 **Form of Payment:** Retiring employees who are eligible to receive a benefit under 5.1 and 5.3 will be paid the Benefit in one of the following forms, pursuant to the election made in paragraph 6.2:

- (c) Dane County shall make an annual contribution to the PRIME Trust, or the Medical Plan Trust (selected by the parties) for the benefit of the employee to pay for health, dental, and other insurance premiums and un-reimbursed medical expenses specified under Internal Revenue Code Section 213. The

annual contribution will be equal to the benefit under 5.5 above (if the retiree participates in the County health insurance plan) and an amount from the benefit under 5.1 and 5.2 above such that when combined with the benefit under 5.5, if applicable, will be equal to 135% of the annual cost of health and dental insurance premiums for County sponsored insurance for the retiree and dependent(s), if any. If the retiree chooses a non-County sponsored plan, the combined annual contribution will be equal to 135% of the annual cost of the health and dental insurance premiums for the retiree and dependent(s), if any, plus the amount of the plan deductible up to \$5,000 per person (\$10,000 maximum) or 135% of the cost of the Single (HMO) premium annually whichever is greater., annually. If the retiree's health and /or dental insurance premium cost increases during the calendar year, the retiree shall notify the County and the County will make a supplemental contribution from the benefits in 5.1 and 5.3 above equal to 100% of the additional premium amount for that calendar year. The contributions from 5.1 and 5.3 will continue until the benefit amount calculated in 5.1 and 5.3 is exhausted by the retiree or their qualified dependent beneficiaries. If the retiree participates in outside insurance, it is the responsibility of the retiree to notify the County and provide documentation of any premium change including annual increases.

The County shall notify the Plan Administrator about any premium changes no later than October 1 prior to the effective date of the premium increase. The Plan Administrator shall notify all retirees about specifics of the premium changes, if any, no later than October 31 prior to the effective date of any increase. Retirees must notify the County of any change in the plan(s) that they will enroll in by November 15 of the preceding year. If the County does not receive such notification, the annual contribution amount shall be based upon the plan(s) that they are currently in.

~~For retirees who defer their participation in the County's health and/or dental insurance plans, contributions will commence once the retiree begins participation in the County's health and/or dental plans.~~ If a retiree initially defers participation in the County's health and/or dental plan, and during the deferral period, determines to never participate in the County's health and/or dental plans, then the County will begin making an annual contribution equal to 135% of the family HMO health plan and the family dental plan. Such contributions will commence upon notice by the retiree to decline coverage or at the end of 10 years following retirement, whichever comes first.

An annual contribution from 5.1 and 5.3 equal to 135% of the cost of the Single (HMO) premium shall be made for retirees who choose to defer their participation in the County's health and/or dental insurance plans.

If the retiree dies before the balance in 5.1 and 5.3 is exhausted and has no surviving spouse or dependents, the County will make a payment of the

remaining balance to the retiree's estate. This distribution will be subject to income tax.

12. Addendum C- Retirement Enhancement Program- increase amount to \$5500 per year add within that payroll year

The benefits under the REP are to assist retirees with medical costs. For employees with ten years of verified service, but less than twenty years of service, the county will provide the retiree with five annual payments of \$5,500 each. For employees with twenty years of verified service or more, the county will provide the retiree with ten annual payments of \$5,500 each.

The first payment will be deposited to the retiree's account after the county has been notified by the Employee Trust Funds that the employee has initiated their retirement annuity with WRS, the employee has met with Precision Retirement and the employee has terminated service with the county **within that payroll year**. The second and subsequent payments under the program will be deposited during the month of January of each subsequent calendar year until the five or ten payments have been made.

13. Memorandums of understanding- all updated with new expiration dates.  
Delete Wellness hours MOU-incorporated into disability section of cba  
Renew Lateral Transfer MOU-keep separate on website.