

A G R E E M E N T

Between

DANE COUNTY, WISCONSIN

And The

WISCONSIN PROFESSIONAL POLICE ASSOCIATION
SUPERVISORY LAW ENFORCEMENT UNIT

Effective

December 17, 2023 through December 14, 2024

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
ARTICLE I	Intent and Purpose	1
	1.01 - Intent	1
	1.02 - Purpose	1
	1.03 - Rights	1
ARTICLE II	Recognition	1
ARTICLE III	Management Rights	1
ARTICLE IV	Dues Deduction	2
	4.01 - Dues Deduction	2
ARTICLE V	Seniority, Reduction in Force & Reemployment	3
	5.01 - Seniority Definition	3
	5.02 - Reduction in Force	3
	5.03 - Reemployment	3
	5.04 - Granting of Paid Leave Requests	3
ARTICLE VI	Grievance Procedure	4
	6.01 - Grievance	4
	6.02 - Procedure	4
	6.03 - Arbitration	4
	6.04 - General Union Grievances	5
	6.05 - Discipline, Suspension, Discharge	5
	6.06 - Time	5
ARTICLE VII	Wages	6
	7.01 - Salary Range	6
	7.02 - Incentive Plan	7
	7.03 - Range Steps	7
	7.04 - Longevity	7
	7.05 - Promoted Employees	8
	7.06 - Undesirable Hours Pay	8
	7.07 - Schedules During Vacations	8
	7.08 - Weekend and Holiday O.I.C. Assignments	8
	7.09 - School Attendance	9
	7.10 - Temporary Reassignment	9
	7.11 - Separation from County Service	9
	7.12 – Rehire of Retiree	9
	7.13 – Supervisors Driving a Motor Vehicle under A CDL	9
	7.14 – Supervisors Assigned at Alliant Energy Center	10
	7.15- Honor Guard	10
ARTICLE VIII	Work Schedule	10
	8.01 - Employees Working Days	10
	8.02 - Employees Working Second or Third Shifts	10
	8.03 - Special Provisions for Second and Third Shift Employees	11
	8.04 - Double Shifts	11

	8.05- Jury Duty	11
ARTICLE IX	Promotional Procedure	11
	9.01 - Promotion Qualifications	11
	9.02 - Promotional Tests	11
	9.03 - Passing Grade	11
	9.04 - Oral Board Composition	11
	9.05 - Eligibles List	12
	9.06 - Examination	12
	9.07 - Transfers	12
	9.08 - Probation	12
ARTICLE X	Holidays	12
	10.01 - Holidays	12
	10.02 - Days Holidays Fall On	12
	10.03 - Additional Time Off	12
	10.04 - Use of Holiday Credits	12
	10.05 - Holidays Worked	12
	10.06 – Holiday Credit Conversion	13
	10.07 – Purchased Override (PO) Days	13
ARTICLE XI	Uniforms	13
ARTICLE XII	Vacations	13
	12.01 - Vacation Credits per Longevity	13
	12.02 - Vacation Rate of Pay	14
	12.03 - Continuity of Employment	14
	12.04 - Vacation Carry-Over	14
	12.05 - Vacation and Holiday Conversion	14
	12.06 – Vacation Bank	14
ARTICLE XIII	Health and Welfare	15
	13.01 - Health and Dental Insurance	15
	13.02 - Life Insurance	16
	13.03 - Wisconsin Retirement Fund	16
	13.04 - Unemployment Compensation	16
	13.05 - Worker’s Compensation	16
	13.06 - Disability Insurance	17
	13.07 - VEBA/PEHP	17
	13.08 - Safety and Working Conditions Study Committee	18
ARTICLE XIV	Overtime	18
	14.01 - Overtime Rate	18
	14.02 - Overtime Authorization	18
	14.03 - Call to Work	18
	14.04 - Minimum Pay re Court Appearances	18
ARTICLE XV	Sick Leave	19
	15.01 - Sick Leave with Pay Credits	19

	15.02 - Sick Leave Definition	19
	15.03 - Use of Sick Leave Credits	19
	15.04 - Immediate Family Definition	20
	15.05 - Physical Examination by County Doctor	20
	15.06 - Accrued Sick Leave Credit	20
	15.07 - Attendance Incentive program-Earned Override (EO) day	21
ARTICLE XVI	Bereavement Leave	22
ARTICLE XVII	Stillbirth Leave Policy	23
ARTICLE XVIII	Parking, Bus Passes and Mileage Reimbursement	25
ARTICLE XIX	Maintenance of Existing Benefits	26
ARTICLE XX	Contract Revision Printing	26
ARTICLE XXI	Flexible Spending Account	26
ARTICLE XXII	Separability	27
ARTICLE XXIII	No Strike	27
ARTICLE XIV	Terminations	27
	SIGNATURE PAGE	28
ADDENDUM A	Uniform or Personal Item Damage Claims	29
ADDENDUM B	Post Retirement Leave Conversion Plan	30
ADDENDUM C	Retirement Enhancement Program	34
ADDENDUM D	Summary of Tentative agreement	36
	COST CONTAINMENT PLEDGE	44
	MEMORANDUMS OF UNDERSTANDING	
	AEC Work Assignments	45

AGREEMENT BETWEEN THE COUNTY OF DANE

AND

WISCONSIN PROFESSIONAL POLICE ASSOCIATION
SUPERVISORY LAW ENFORCEMENT UNIT

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 Intent. It is intended that the following Agreement shall be an implementation of the provisions of Section 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 in effect on January 1, 1988, shall govern the conditions of employment wherever this contract is fully silent.

1.02 Purpose. 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 Rights. In accordance with Section 111.70, Wisconsin State Statutes, Dane County Civil Service Ordinance and other appropriate public law, the Employer and 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, handicap, national origin, Union or non-Union affiliation or in the application of 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

The municipal employer recognizes Wisconsin Professional Police Association as the exclusive bargaining representative of all regular full-time Lieutenants and Sergeants in the Sheriff's Department who have chosen the Union to represent them for the purposes of negotiating in relation to wages, hours and conditions of employment.

ARTICLE III - MANAGEMENT RIGHTS

Wisconsin Professional Police Association recognizes the prerogatives of the County to operate and manage its affairs in all respects in accordance with its responsibility and

powers or 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) Seniority shall be measured by the number of longevity credits as defined in Section 7.04. For purposes of determining seniority within a job classification, when simultaneous promotions occur, the department head will designate the order of such promotions, provided, however, that as to simultaneous promotions within the Sheriff's Department occurring prior to December 19, 1976, length of county service shall be used for determining such classification seniority.

(b) Seniority shall be terminated and lost when 1) an employee resigns, retires or is discharged, 2) the employee fails to respond to a recall from layoff in accordance with Article V, Section 3.

(c) Seniority within rank shall be determined by date of promotion to such rank.

5.02 Reduction in Force. The Employer shall have the right to reduce the number of jobs or the number of hours worked in any classification because of a shortage of funds, lack of work, or because of change in organization or duties. Employees whose jobs have been eliminated or hours reduced shall have the right to bump the least senior employee in their classifications or classifications in pay ranges below in their department, provided they are qualified and can demonstrate their ability to do the junior employee's job. Such junior employees who have lost their positions as a result of a bump, shall have the right to exercise their seniority in the same manner as if their job had been eliminated. Employees who are without jobs as a result of reduction in force shall be placed on a reemployment list. Employees who do not choose to exercise their bumping rights shall also be placed on a reemployment list.

5.03 Reemployment. 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 employees' 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 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 to the employee's last known address by registered letter and the employee shall be required to respond within two (2) weeks (fourteen (14) 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. The Employer may require the employee responding affirmatively to a recall notice to begin work within twenty-one (21) days of his/her response to the County.

5.04 Granting of Paid Leave Requests. Long term notice vacation requests shall be granted on the basis of seniority and short term notice paid leave requests (excluding sick leave) shall be given consideration by order of their time of receipt by management.

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, and

(c) Any matter involving working conditions.

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, who is outside of the bargaining unit, within ten (10) days of their knowledge of the occurrence of the event causing the grievance, which shall not be more than fourteen (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 by the Union to the County Executive or his/her designee. The County Executive or designee shall respond in writing to the Committee Chairman, grievance committee or Employee representative within ten (10) days.

Step 4. If the Union 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 Union shall request in writing to the Personnel Committee or their delegate 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 his/her opinion such changes would add clarity or brevity which might avoid future disagreements.

(d) With the exception of matters covered in Article VI, Section 5, the written decision of the Arbitrator, in conformity with his/her jurisdiction, shall be final and binding upon both parties, but shall not constitute a binding precedent in connection with future negotiations.

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

6.05 Discipline, Suspension, Discharge. Employees shall not be disciplined, suspended or discharged without good cause. A suspension shall not exceed thirty (30) calendar days. 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 Union within forty-eight (48) hours. A grievance that may result from such action shall be considered waived unless presented in writing within ten (10) days of the receipt of the notice by the Employee. The grievance may be started at Step 2. 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.

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

ARTICLE VII - WAGES

7.01 Salary Range. The hourly salary ranges below, shall be effective December 17, 2023 through December 14, 2024. The basic work day shall consist of eight (8) hours and the basic work week of forty (40) hours. The rates of pay are based upon 2080 hours per year. It is mutually understood and agreed that working a double shift (i.e., two shifts in any one twenty-four hour period) is undesirable. No change in the existing work-day or work-week is intended.

CLASSIFICATION

	Range	Step	12/17/23
Sergeant	17	1	\$46.01
		2	\$47.39
		3	\$48.71
		4	\$50.10
		5	\$51.83
		6	\$53.78
		7	\$55.78
Lieutenant	19	1	\$49.13
		2	\$50.54
		3	\$51.94
		4	\$53.40
		5	\$55.27
		6	\$57.31
		7	\$59.43

Employees in Range 17 and Range 19, steps 1-6, 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. Employees move to step 7 provided they have attained 234 longevity credits and have been at step 6 for thirteen longevity credits. (Movement between steps is based on merit dates except movement to the top step is based on the attainment of 234 longevity credits from the date of hire.)

7.02 Incentive Plan. The present incentive plan shall remain in effect and changes in such plan, if any, during the term of this Agreement, shall be made only in accordance with the applicable rules and provisions of said plan, or by mutual agreement of the parties. For employees hired on or after 8/1/86 only, the present plan shall be changed so that the percentage increases payable at each incentive step shall be phased in accordance with the table and incentive pay plan described below.

Effective December 19, 2021, the following incentive plan will be implemented:
After an employee completes twenty-six (26) longevity credits,

Associate Degree (or equivalent*) 14% incentive

Bachelors Degree	20% incentive
Masters Degree or higher	26% incentive

Equivalency means sixty (60) credits* en route to Bachelor's degree.

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.

All degrees must be related to the field/job as determined by the administration and be from an accredited institution.

7.03 Range Steps. All personnel reaching the range steps 1, 2, 3, 4, 5, 6, and 7 shall receive corresponding pay under the new schedule.

7.04 Longevity. All employees covered by the terms of this Agreement shall receive one-half (1/2) longevity credit for each biweekly pay period in which the employee is compensated for more than forty (40) hours of regular time and overtime combined, 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 three percent (3), (total 9%), to start on the first full biweekly pay period after employee has earned one hundred sixty-nine (169) longevity credits (after approximately thirteen [13] years).
4. An additional three percent (3), (total 12%), to start on the first full biweekly pay period after employee has earned two hundred twenty-one (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).

Note: The longevity change detailed herein shall have no retroactive effect. The change will be implemented prospectively 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.

(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) Employees shall receive one-half (1/2) longevity credit for each biweekly pay period in which the employee is compensated for more than forty (40) hours of regular time and overtime combined.

(d) "Wages earned" as referred to in (a) 1, 2, 3, 4, 5, 6, and 7 is defined as to include 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.

7.05 Promoted Employees. An employee who is promoted to a Sergeant position will be placed on the step that corresponds with the employee's longevity credits from the date of hire:

52 to 64.5 longevity credits	Step 1
65 to 129.5 longevity credits	Step 2
130 to 168.5 longevity credits	Step 3
169 to 259.5 longevity credits	Step 4
260+ longevity credits	Step 5

The employee will advance to the next step after attaining an additional 6.5 longevity credits and subsequently the next step(s) after attaining an additional 13 longevity credits up to and including Step 6. Step 7 will be attained when the employee has attained 234 longevity credits from the date of hire and has been at Step 6 for 13 longevity credits.

An employee who is promoted from a Sergeant position to a Lieutenant position will be placed at Range 19 on the step that will give the employee a full step increase. The employee will advance to the next step after attaining an additional 6.5 longevity credits and subsequently the next step(s) after attaining an additional 13 longevity credits up to Step 6. Step 7 will be attained when the employee has attained 234 longevity credits from the date of hire and have been at Step 6 for 13 longevity credits.

7.06 Undesirable Hour Pay. Personnel working between the hours of 6:00 p.m. and 6:00 a.m. and on Saturdays, Sundays and holidays shall receive undesirable hours pay 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.

7.07 Schedules During Vacations, etc. The Employer agrees to employ sufficient employees to adequately man the various shifts and departments during times of vacation, sickness or other authorized absences from duty. In the event that a Sergeant or Lieutenant position is vacated on a temporary basis and that position's work is assigned on an overtime basis, it shall first be offered to qualified Sergeants and Lieutenants. In no event shall the employer be required to fill a vacant position or to fill a vacant position on an overtime basis. Officers in the non-supervisory unit shall not be used to replace employees from this unit on a temporary reassignment basis if such officers are in turn replaced by other officers from the non-supervisory unit on an overtime basis.

7.08 Weekend and Holiday O.I.C. Assignments. All bargaining unit members currently assigned to the day shift, shall be rotated into weekend "officer in charge" assignments, unless exempted by the Sheriff or designee. Personnel assigned to weekend OIC will receive two dollars (\$2.00) per hour. Weekend OIC hours shall be defined as anytime

between 7:00 a.m. Saturday and 7:00 a.m. Monday. This will also apply to holidays assigned as “officer in charge”.

7.09 School Attendance, etc. 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.

7.10 Temporary Reassignment. An employee who is temporarily reassigned to a classification in a higher pay range shall receive two dollars and sixty cents (\$2.60) per hour of such assignment.

7.11 Separation from County Service. On the next regular pay day 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.

7.12 Rehire of Retiree. (a) A retiree who is recalled pursuant to subpoena or for other official reasons to perform work of any kind shall be paid at the then current wage, based on his/her previous wage step, including any additives previously attained. Retirees shall also receive mileage reimbursement at the IRS rate for a subpoena outside of Dane County.

(b) Retired members of the Association may be hired for the non-traditional assignments of background investigator and evidence clerk. Such employees will be compensated at a rate of \$20.25 per hour for the term of the agreement. All such employees will receive the same rate of pay regardless of rate of pay at the time of their retirement.

7.13 Supervisors 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 more than 16 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 DCSSA 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.

7.14 Supervisors 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, and such services are performed by Deputies from the Dane County Deputy Sheriff's Association, such Deputies will be supervised by members of the DCSSA bargaining unit. Assignment of Association members may be on overtime, or as voluntary supplemental employment under DCSO policy or as part of their normal work shift if special circumstances exist.

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

ARTICLE VIII - WORK SCHEDULE

8.01 Employees Working Days. The basic work day for supervisory unit employees who work days shall consist of eight (8) consecutive hours ending no later than 6:00 p.m. Such may be adjusted by mutual agreement between the employee, the Association and the employer. The basic work week shall be forty (40) hours.

8.02 Employees Working Second or Third Shifts. Supervisory unit employees who work the second or third shift shall be scheduled to work six (6) consecutive days, at 8.5 hours per day and, thereafter shall have three (3) consecutive days off. Said employees will have a basic work day of 8.5 hours and an average basic work week (annually) not to exceed forty (40) hours. Overtime accrual for said employees (under Section 14.01) will be after 8.5 hours and not 8 hours.

8.03 Special Provisions for Second and Third Shift Employees. Notwithstanding any of the provisions of the Agreement between the County and the Association, employees on second and third shifts shall earn and expend the following benefits on the following basis:

	Earned	Expended
Holiday	8.5 hours	8.5 hours
Vacation	8.5 hours	8.5 hours
Sick Leave	8.0 hours	8.5 hours

Vacation and holiday credits based on hours worked and shift assignment will be calculated at the beginning of each payroll year. In the event of a shift transfer during the payroll year an employee's holiday and vacation credit will remain as calculated at the beginning of that payroll year.

8.04 Double Shifts. It is mutually understood and agreed that working a double shift (i.e., two shifts in any one twenty-four hour period) is undesirable.

8.05 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 (8.5) 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 his/her 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 his/her regularly scheduled hours.

ARTICLE IX - PROMOTIONAL PROCEDURE

9.01 Promotion Qualifications. In order to qualify to apply for promotion, the applicant must be a member of their department as follows:

For Lieutenant or classification of equal rank--have the rank of Sergeant.

9.02 Promotional Tests. Promotional tests shall consist of a written and oral examination, the scores from which will be averaged with an additional point for each full year of service, (up to twelve (12) points) to be added to this average to compute the final grade. The County agrees that it will post notice of educational opportunities. The testing procedure may be waived by the Employer, with notice to the President of the Association, if there are twelve (12) or fewer applicants for the position. The employer may, at its option, use a promotional process in lieu of, or in addition to, the oral and written examination provided in this section.

9.03 Passing Grade. If one is qualified for promotion under the criteria set forth in Section 1 above, they shall not be disqualified from further examination by receiving a less than passing grade on either the written or oral part of the examination.

9.04 Oral Board Composition. The oral examination board shall consist of at least two (2) experts in the field of law enforcement. No member of this board shall be allowed to

participate in the examination of any candidate(s) to which they would have a prejudice for or against such candidate(s).

9.05 Eligibles List. Each list of eligibles will be established for the specific job classification that the eligibles have applied for and shall be maintained for that specific classification only for a period of one year.

9.06 Examination. The content of the written and oral examinations and any promotional process shall pertain to the job classification being examined for.

9.07 Transfers. When a job assignment, position or work shift becomes vacant or is created and a qualified employee in the same classification of the vacancy applies for such job assignment, position or work shift, seniority will be a major consideration.

9.08 Probation. Sergeants shall serve a six (6) month probationary period upon promotion Lieutenants shall serve a ninety (90) day probationary period upon promotion.

ARTICLE X - HOLIDAYS

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

10.02 Days Holidays Fall On. 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 Additional Time Off. 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) Forty (40) additional hours to be selected by the employee subject to department head approval.

10.04 Use of Holiday Credits. Holiday credits earned in this contract year may be carried over to succeeding payroll years. Holiday leave hours used shall be deducted from holiday leave balances in the order they were earned (i.e., first in – first out).

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 Holiday Credit Conversion. Employees may convert and contribute up to thirty-two (32) 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.

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. This time may not be used on fixed holidays or holiday duty weekends.

ARTICLE XI - UNIFORMS

The Employer agrees to provide a uniform allowance of) eight hundred twenty-five dollars (\$825.00) per calendar year per employee to be paid directly to employees in two (2) semi-annual installments provided that such payment has not been made previously to those promoted into this unit. Those in employment status as of January 1 will receive four hundred twelve dollars and fifty cents (\$412.50) to be paid in the first (1st) payroll period and those in employment status as of June 30th will receive the second four hundred twelve dollars and fifty cents (\$412.50)] to be paid in the fourteenth (14th) payroll period. In the event there is a general change in the uniform, or any part thereof, the County shall pay the reasonable cost of all such changes.

ARTICLE XII - VACATIONS

12.01 Vacation Credits per Longevity. All employees covered by the terms of this Agreement, except part-time and seasonal employees or employees who are on a per diem basis, shall be entitled to 80.0 hours of vacation credit after completion of thirteen (13) longevity credits. All employees covered by the terms of this Agreement shall receive one-half longevity credit for each biweekly pay period in which the 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)] each year.

(d) Over 182 through 260 longevity credits (approximately fifteenth year through the twentieth year) 7.69 hours each one-half (.50) longevity credit earned or a full-time equivalent of two hundred (200) hours each year.

(e) Over 260 through 325 longevity credits (approximately twenty-first year through the twenty-fifth year) 9.23 hours for each one-half (.50) longevity credit earned or a full-time equivalent of two hundred forty (240) hours each year.

(f) Over 325 longevity credits (approximately twenty-six years and thereafter) 10.77 hours for each one-half (.50) longevity credit earned or a full-time equivalent of two hundred and eighty (280) 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 Vacation and Holiday Conversion. Employees may convert up to two and a half (2.5) weeks (100 hours) of vacation to straight time pay with the advance approval of management and such approval shall not be unreasonably withheld. An employee may convert up to twenty-five (25) hours of holiday time as part of this conversion, but the total number of converted time (holiday and vacation) may not exceed two and a half weeks (100 hours).

12.06 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 first bi-weekly pay period falling in October 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 calculated as defined in Addendum B, 5.3.

ARTICLE XIII - HEALTH AND WELFARE

13.01 Health and Dental.

(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 and 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 Enrollment/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 POE/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", up to one hundred thirty-nine dollars and ninety-one cents (\$139.91) per month for those desiring the "family plan".

For the first four (4) years of such retirement, the Employer will pay a maximum of ninety dollars (\$90.00) per month toward the health and/or dental premium cost of the retired employee, surviving spouse and any eligible dependents, with the Employer applying any accrued sick leave credits of the retired employee as provided in Article XV, Section 6 (a), to any excess cost over the ninety dollars, (\$90.00) per month. Retired employees, without sick leave credits, may pay this difference or full cost of premium or subscription after four (4) years of retirement and continue in either plan to age sixty-five (65) by making payments of the difference or full cost to the Employer prior to the tenth day of the month preceding the month of coverage. [The provisions of this paragraph may be delayed for the same period as detailed in Section 15.06(a)].

(b) Surviving spouses and eligible dependents of deceased employees or deceased retired employees may remain covered at their cost by the County's group health insurance plan after the accumulated sick leave credits of the deceased employee are exhausted. Such coverage shall be terminated for surviving spouses in the event they remarry or reach age sixty-five (65) and terminated for surviving dependents when they reach age twenty-four (24).

13.02 Life Insurance.

(a) 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 1979. 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.

(b) In the event that the Employer desires to provide an alternative life insurance plan, the parties hereto expressly agree to reopen this Agreement for negotiation with respect to this item only.

13.03 Wisconsin Retirement Fund.

(a) 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 his/her Worker's Compensation payment plus such supplemental payment so that the total of his/her Worker's Compensation and supplemental pay will equal his/her full pay at the same rate as they were paid prior to such injury or disease for a period not to exceed 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 his/her Worker's Compensation plus supplemental pay accumulated since the date of his/her 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 their regular FTE status, the employee will have his/her longevity credits restored for the period of supplementation.

13.06 Disability Insurance. The County shall provide employees with Disability Insurance. No employee shall be eligible to participate in the disability plan during his/her 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 timely 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 Sheriff's 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 but at least quarterly. It shall consider and make recommendations concerning all matters of the 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 Supervisory Unit shall also be entitled to select one (1) member to serve on the countywide Safety and Working conditions Study Committee.

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 eight (8) hours within an employee's work day. Effective December 18, 2022, all hours worked in excess of twelve (12) consecutive hours will be compensated at two (2) times the straight time hourly rate. Should the accumulation of compensatory time beyond a biweekly payroll period become 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) time or two times for overtime worked in excess of twelve (12) hours in lieu of overtime cash payment up to one hundred twenty (120) hours. Employees who have accrued one hundred twenty (120) hours of compensatory time may earn additional compensatory time during the payroll year when their accrual is reduced below one hundred twenty (120) hours. On the last 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).

14.02 Overtime Authorization. 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. No employee shall be sent home or denied his/her regular work schedule of hours to avoid the payment of overtime.

14.03 Call to Work. Employees covered by the terms of this Agreement shall respond to a call to work outside of their regular schedule of hours, 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. (Three (3) hours if on a regularly scheduled off day).

14.04 Minimum Pay re Court Appearances. 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. The notification requirement shall be considered met by the employer if the employer uses a telephone recording which the employee could check prior to the twenty-four (24) hours in advance of a court appearance cancellation.

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 which shall also be the maximum that may be used by an employee during those calendar years.

(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 department head 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 Section 4 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 Section 2 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, stepchildren, foster children, siblings, step-siblings, parents (including foster and step), 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 as defined in Article XIV (c).

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 his/her 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, he 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 for Retiring Employee.

The following language applies to existing unit employees.

(a) Sick Leave Conversion. Any employee covered by this Agreement who either:

1. dies while a County employee, or

2. retires from County service and, within sixty (60) days of his/her last day paid, applies for a retirement annuity from the Wisconsin Retirement Fund and/or Social Security, shall have their hours of sick leave credit, not to exceed 1,900 hours as of his/her date of retirement or death, converted to a monetary value (referred to herein as his/her "sick leave conversion") equal to the product of their hours of sick leave credit, but not to exceed 1,900 hours, multiplied by their normal hourly rate of pay or conversion rate of pay (as defined below) in effect as of their date of retirement or death.

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.

Such conversion shall be made as of the date (referred to herein as the "conversion date") of such employee's retirement or death. Notwithstanding the foregoing, a retiree described in 15.06(a)(2) may elect, prior to their conversion date, to delay such conversion to a later date (referred to herein as the "delayed conversion date") within the ten (10)-year period following his/her retirement date. Any such election shall be made in writing, shall specify such retiree's delayed conversion date, and shall be furnished to the County no later than 30 days prior to their retirement date. Any such election, once made, may be revoked and a new election may be made, prior to the previously-elected delayed conversion date. Any such revocation and/or new election shall be made in writing, shall specify such retiree's new delayed conversion date, and shall be furnished to the County no later than September 15 of the calendar year ending prior to his/her new delayed conversion date except in the event of a qualifying event such as death, divorce or termination of employment. Each time any such retiree revokes an existing election of a delayed conversion date, the amount of his/her sick leave conversion shall be reduced by ten percent (10%) of the then remaining sick leave conversion.

Within a reasonable period after becoming covered by this Agreement, an employee shall complete and file a beneficiary designation form with the County, on which they shall designate the person(s) who shall receive any sick leave conversion balance remaining after the date of his/her death.

(b) Utilization of Sick Leave Conversion.

1. Death. The sick leave conversion of any deceased employee described in 15.06(a)(1) who has a surviving designated beneficiary on the date of their death shall be paid, in cash, first, to the deceased employee's surviving designated beneficiary, if any, and if there is no surviving designated beneficiary, to the deceased employee's surviving spouse, if any, and if there is no surviving spouse, to the deceased employee's estate, within sixty (60) days after notification of designated payee after the date of his/her death.

2. Retirement. See Addendum B.

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. This time may not be used on fixed holidays or holiday duty weekends.

ARTICLE XVI - BEREAVEMENT LEAVE

(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(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.

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

ARTICLE XVIII – PARKING, BUS PASSES AND MILEAGE REIMBURSEMENT

- (a) Employees electing to park in the County ramp shall pay a monthly fee equal to seventy-five (75) percent of the regular long term meter charge for 172 hours, but not to exceed a monthly fee of \$15.00 for the current contract year.
- (b) 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>	Employer Subsidy
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.

(c) Mileage Reimbursement. Employees will 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 XIX - MAINTENANCE OF EXISTING BENEFITS

The Employer agrees that all conditions of employment pertaining to wages, hours of work, and general working conditions 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 XX - CONTRACT REVISION PRINTING

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.

ARTICLE XXI - FLEXIBLE SPENDING ACCOUNT

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.

ARTICLE XXII - SEPARABILITY

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 XXIII - NO STRIKE

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 XIV - TERMINATIONS

This Agreement shall become effective as of December 17, 2023 and shall remain in full force and effect until and including December 14, 2024. This Agreement shall be automatically renewed from year to year thereafter, unless negotiations are initiated by either party prior to September 1 of any effective year of this Agreement thereafter. However, nothing said herein, shall prevent the parties from altering or amending, at any time, any part hereof by mutual consent.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this the _____ day of _____, 2023.

FOR THE UNION

FOR THE EMPLOYER

ADDENDUM A

Uniform or Personal Item Damage Claims

POLICY:

Reimbursement for repair 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 Sheriff or designee. The Sheriff or designee shall review occurrence and claim. The Sheriff or designee 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 of depreciation

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

Renewed December 17, 2023

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 the Post Employment Health Plan. 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 1900 x regular hourly rate of pay or conversion rate of pay (as defined below) at time of retirement.

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.

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

5.5 Insurance Payments: Retirees who participate in the County's health insurance plan will receive \$90 per month to be used toward health and/or dental insurance costs for four (4) years.

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 is last paid.

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 of this addendum.

ADDENDUM C

Dane County 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.

ADDENDUM D
WPPA Supervisory Unit Tentative Agreement for 2024 CBA
November 20, 2023

Contract Term: Effective December 17, 2023-December 14, 2024

7.01 COLA 4.5% effective 12/17/23

7.06 Undesirable Hour Pay. Personnel working between the hours of 6:00 p.m. and 6:00 a.m. and on Saturdays, Sundays and holidays shall receive undesirable hours pay of ~~two one dollars~~ (\$2.00 ~~4.00~~) 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.

7.08 Weekend and Holiday O.I.C. Assignments. All bargaining unit members currently assigned to the day shift, shall be rotated into weekend "officer in charge" assignments, unless exempted by the Sheriff or designee. Personnel assigned to weekend OIC will receive ~~seventy (70) cents~~ two dollars (\$2.00) per hour. Weekend OIC hours shall be defined as anytime between 7:00 a.m. Saturday and 7:00 a.m. Monday. ~~This will also apply to holidays assigned as "Officer in charge".~~

7.10 Temporary Reassignment. An employee who is temporarily reassigned to a classification in a higher pay range shall receive two dollars ~~and sixty cents~~ (\$2.60 ~~00~~) per hour of such assignment.

10.06 Holiday Credit Conversion. Employees may convert and contribute up to ~~thirty-two (32) 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.

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. ~~This time may not be used on fixed holidays or holiday duty weekends.~~

12.01 Vacation Credits per Longevity

(d) Over 182 through 260 longevity credits (approximately fifteenth year through the twentieth year) ~~7.69 6.77~~ hours each one-half (.50) longevity credit earned or a full-time equivalent of ~~two one hundred (200) Seventy-six (176)~~ hours [effective December 19, 2010 – 200 hours (~~7.69~~ hours for each one-half (.50) longevity credit earned) each year.

(e) Over 260 longevity credits (approximately twenty-first year and thereafter) ~~9.23 8.30~~ hours for each one-half (.50) longevity credit earned or a full-time equivalent of two

hundred ~~and forty sixteen~~ (240~~16~~) hours each year. (~~effective December 19, 2010 240 hours (9.23 hours for each one-half (.50) longevity credit earned)~~)

(f) Over 338 longevity credits (approximately twenty-six years and thereafter) 10.77 hours for each one-half (.50) longevity credit earned or a full-time equivalent of two hundred and eighty (280) hours each year.

12.05 Vacation and Holiday Conversion. Employees may convert up to two ~~and a half~~ (2.5) weeks (100 hours) of vacation to straight time pay with the advance approval of management and such approval shall not be unreasonably withheld. An employee may convert up to twenty-five (25) hours of holiday time as part of this conversion, but the total number of converted time (holiday and vacation) may not exceed two ~~and a half~~ weeks (100 hours).

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 2023~~4~~, 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 ~~one two~~ thousand two hundred thirty-~~four seven~~ dollars and ~~eighty one~~ cent (\$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.

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 2023~~4~~, 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 Insurance

(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.

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. **This time may not be used on fixed holidays or holiday duty weekends.**

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 eight (8) hours within an employee's work day. Effective December 18, 2022, all hours worked in excess of twelve (12) consecutive hours will be compensated at two (2) times the straight time hourly rate. Should the accumulation of compensatory time beyond a biweekly payroll period become 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) time or two 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 twenty (120) hours.~~ **Employees who have accrued one hundred twenty (120) hours of compensatory time may earn additional compensatory time during the payroll year when their accrual is reduced below one hundred twenty (120) hours.** On the last 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).

15.01 and other sections: Increase sick leave bank from one thousand eight hundred forty (1,840) to **nineteen hundred (1900) hours.**

16.01 Bereavement Leave; replace section with this language

- 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.**

ADD NEW SECTION

SUBJECT: 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

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 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.
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

10. 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.
11. 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.
12. Eligible employees must provide timely documentation of the qualifying event. Forms of documentation include: a health care certification from a medical doctor
13. Employees must sign the application acknowledging that they understand the policy, acknowledging that they intend to return to work and indicate a return date.
14. 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.
15. Payroll will load the appropriate amount of time into a time-bank (leave code) available to the employee after the qualifying event.
16. 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.

17. Employees are only able to use this time after the qualifying event. Employees cannot use this time before the event.
18. 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.
19. If an employee has any unused SBL six months after the qualifying event, that amount of SBL shall be forfeited.

Addendum A: renew

Addendum B

6.0 Payment of Benefits.

6.4 Dane County, no later than fifteen (15) days following the final pay date of the retiring ~~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.

6.3 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:

- (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.

- (d) 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 **is last paid** retires.

Addendum C- Retirement Enhancement Program- increase amount to \$5500 per year add within that payroll year and add in adjustment section

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.

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.

MOU's

Cooperation Pledge on Cost Containment: renew

Replacement of Body Armor: delete
Alliant Energy Work Assignments: renew
Wellness hours: delete, being incorporated into cba
Bereavement Leave: delete, being incorporated into cba

COOPERATION PLEDGE ON COST CONTAINMENT
between
WPPA Supervisory Law Enforcement Unit
and
Dane County (Employer)

Representatives of the parties will meet upon the call of either party to discuss ways that they may work cooperatively to contain costs.

As a tangible reflection of this commitment, the parties agree to certain things referenced below. Any changes to the collective bargaining agreement must be ratified by the parties.

1. The issue of cash or other compensation in exchange for voluntary relinquishment of health insurance shall be referred to the Insurance Advisory Committee for review, analysis and recommendation. Recommendations of the Committee shall be subject to approval by the parties prior to implementation.
2. The issue of the connection between sick leave usage and disability insurance premium payments shall be referred to the Insurance Advisory Committee for review, analysis and recommendation. Recommendations of the Committee shall be subject to approval by the parties prior to implementation.

Dated at Madison, Wisconsin this 11th day of November, 2002
Renewed December 17, 2023

MEMORANDUM OF UNDERSTANDING

between

Dane County (Employer)

And

The WPPA/Dane County Supervisory Law Enforcement Unit

The Parties agree to continue to discuss the AEC Work Assignments and voluntary supplemental employment under DCSO policy. (Section 7.14 and new Section 7.16). The parties agree to the following language to be implemented if the County and the DCDSA agree to changes in the DCDSA agreement:

7.14 Supervisors Assigned to the Alliant Energy Center.

When sworn on-duty Law Enforcement Supervisory Officers are requested to supervise 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, and such services are performed by Deputies from the Dane County Deputy Sheriff’s Association, such Deputies will be supervised by members of the DCSSA bargaining unit. Assignment of Association members may be on overtime or as part of their normal work shift if special circumstances exist.

Section 7.16 (NEW) Voluntary Supplemental Employment.

Members of the Association may work voluntary supplemental employment under DCSO policy in their capacity as a Deputy Sheriff however, they shall not be directed to perform supervisory duties unless they are compensated at the rate as described in section 7.14.

This agreement will expire on December 14, 2014 or by mutual agreement of both parties with the parties to continue discussions regarding the DCSO policy on voluntary supplemental employment.

For the County

Date

For the Association

Date

Renewed December 17, 2023