

MARATHON COUNTY  
SALARY AND BENEFIT ORDINANCE  
FOR  
SHERIFF'S OFFICE  
LIEUTENANTS



EFFECTIVE  
1/1/2020 TO 12/31/2021

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## RESOLUTION NUMBER R-17-20

The Marathon County Board of Supervisors does hereby ordain as follows:

Section 1: Resolution Number R-17-20 as it relates to Lieutenants in the Marathon County Sheriff's Office is hereby superseded in its entirety by the following:

### TERMS AND CONDITIONS OF LIEUTENANTS IN THE SHERIFF'S OFFICE

- Article 1 - Compensation and Classification
- Article 2 - Employee Benefits
- Article 3 - Certain Employment Rules
- Article 4 - Association Dues Deductions
- Article 5 - Fair Share

#### Article 1 - Compensation and Classification

The compensation for Lieutenants shall be as follows:

- A. Standard Salary Schedule: The Salary Schedule is attached as Appendix "A".
- B. Position Reclassification: The Employee Resources Director shall recommend changes in classification to the Human Resources Committee.
- C. Special Activity Pay: Lieutenants will receive a payment of \$425 a year if involved in a minimum of forty (40) hours per year, of one or more of authorized department's special activities (responsibilities assumed in addition to regularly assigned job duties):

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

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

Employees assigned Field Training Officer Coordinator responsibility will receive \$1.50 per hour for all hours worked in FTO activities.

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

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

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

Lieutenants who terminate and have met the requirements for Special Activity Pay will be paid the authorized amount on their final payroll, if Lieutenant has voluntarily terminated and provided required notice as provided in Article 2, Section Q - Separation Benefit for PTO, Vacation, Compensatory Time and Perfect Attendance Leave.

## **Article 2 - Employee Benefits**

A. Overtime Payment: Overtime shall be compensated for at time and one-half (1½) the hourly rate of the Lieutenant or compensatory time, at time and one-half (1½). The Lieutenant may request overtime payment or compensatory time and such requests shall be at the discretion of the employee. Compensatory time may accumulate to a maximum of sixty-seven (67) hours for all Lieutenants. Overtime shall be all hours worked in excess of the Lieutenant's regularly scheduled shift and on days off. If a senior employee is not offered overtime according to this paragraph, they will be compensated for the hours missed without being required to work replacement hours. When overtime becomes available, a Lieutenant within that division shall have preference based on shift and seniority. If overtime is still available, Lieutenants from other divisions may bid on the overtime.

B. Call Time/Court Time: When a Lieutenant is called into work outside his/her regular scheduled hours of work the Lieutenant shall receive a minimum of two (2) hours of pay at the applicable hourly rate regardless of the time they were called. If the Lieutenant is called in one (1) hour prior to the regular shift, they will still receive two (2) hours call-in pay.

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

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

D. Travel Reimbursement: Reimbursement rates for authorized local and long distance travel shall be as per County policy.

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

F. Group Insurance: Lieutenants may choose to be included in the insurance programs. All such insurance programs shall be selected by the employer.

1. Life Insurance: Lieutenants may apply for life insurance under the State Group Life Insurance Program. Premiums shall be paid by the Lieutenant.

2. Medical and Hospitalization Benefits: The County will pay Eighty Seven and Four Tenths Percent (87.4%), and the employees will pay Twelve and Six Tenths Percent (12.6%) of the monthly health insurance premium of the preferred plan. Employees may select other plans offered, but the County contribution will not exceed the dollar equivalent to 87.4% of the preferred plan monthly premium. Effective January 1, 2021, the County will pay Eighty Five Percent (85%), and the employee will pay Fifteen Percent (15%) of the monthly health insurance premium of the preferred plan. Employees may select other plans offered, but the County contribution will not exceed the dollar equivalent to 85% of the preferred plan monthly premium. Employees must pay the remainder. Employees shall be eligible for any wellness incentives that Marathon County offers to its employees. Probationary employees must indicate whether or not they desire to be covered by the County's health insurance plan within the first thirty (30) days of employment, with coverage to be effective upon the first (1st) of the month following date of hire. No employee shall make any claim against the County for additional compensation in lieu of or in addition to the County's contribution because the employee does not qualify for the family plan. Consult the summary plan description(s) for details regarding health plan benefit options.

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

Employees will be offered the 2012 Delta Dental PPO plan. In the event that the current dental insurance program/plan provider discontinues our program/plan or will not continue to offer the same level of benefits to our group, the parties agree to reopen the dental insurance benefits to negotiations if permitted by law.

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

G. Social Security: Lieutenants covered by the Wisconsin Retirement Fund shall be covered under the Public Employees' Social Security. The Finance Director shall act as agent and deputy agent respectively for the Wisconsin Retirement Fund and Public Employees' Social Security Fund in the Administration of these funds.

H. Holidays: There is no waiting period for new Lieutenants to receive holiday pay.

New Years Day	Labor Day
Martin Luther King Jr.	Thanksgiving Day
Easter	December 24th
Memorial Day	Christmas Day
Independence Day	December 31st

All Lieutenants shall receive a lump sum payment for ten (10) eight (8) hour holidays paid at their regular hourly rate of pay in effect ( $10 \times 8 = 80$  total hours of pay) on the first regular pay date in November each year. If a Lieutenant separates prior to receiving holiday payment, accrued holidays will be added to their last payroll. If a Lieutenant terminates before the end of a calendar year, but after the holiday payment is made, the County will withhold any holiday overpayment on their final payroll.

In addition, Lieutenants who work on a listed holiday shall receive time and one half (1½) their regular pay for all regularly scheduled hours. Overtime hours worked on a holiday shall be compensated as double time payment for overtime hours worked on a defined holiday.

I. Paid Time Off (PTO):

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

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

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

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

PTO Accrual Rates for Employees Allocated to Full-Time Position

Years of Continuous Service	Biweekly Accrual	Annual Accrual Based on Biweekly Accrual	Approximate Annual Accrual		Maximum Accumulation Allowed Hours
			Hours	Days	
0 thru 8	6.7692	175.9992	176	22	216
9 thru 14	8.0000	206.0000	208	26	248
15 thru 19	9.8462	256.0012	256	32	272
20 +	10.7692	279.9992	280	35	320

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

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

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

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

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

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

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

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

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

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

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

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

J. General Leaves of Absence: A Lieutenant with at least six (6) months service, giving two (2) weeks prior notice may, at the discretion of the department head, be granted an unpaid leave of absence not to exceed thirty (30) calendar days upon presenting a written request with copies to the Human Resources Committee and the Employee Resources Director. Leaves of absence for longer periods of time and extensions of leaves of absence may be granted upon the approval of the Human Resources Committee.

In no case shall a leave of absence be granted for the purpose of accepting employment with another employer. During the period of leave of absence, no vacation, sick leave, or other benefits shall accrue to the Lieutenant. Participation in the insurance groups will be permitted if the Lieutenant pays the full cost of such participation.

1. Educational Leave of Absence: Educational leave of absence not to exceed one (1) year may be granted with pay and benefits at the discretion of the Human Resources Committee. The Lieutenant must agree in writing to remain employed for a period of time equivalent to three times the amount paid for such leave of absence. If that amount of service is not rendered the Lieutenant shall be required to make repayment of that expenditure within sixty (60) days of termination.

2. Military Leave:

- a. Reserve Training: Lieutenants who are members of a reserve component of the military forces of the United States or State of Wisconsin shall promptly notify the department head and be granted a leave of absence if required to participate in summer training duties. Such Lieutenant shall be paid the difference, if any between their regular pay and their military pay for the training/active duty period involved, but not to exceed fifteen (15) working days (maximum of 150 hours) in the calendar year.
- b. Active Duty: In the event of a national or state emergency, Lieutenants may take an extended military leave of absence without pay if ordered to active duty. Any Lieutenant on a military leave of absence may continue medical, dental, and life insurance coverages; however, the Lieutenant shall pay the premiums.

3. Medical Leave of Absence: In the event of an extended absence due to sickness or temporary disability stemming from such causes as heart attack, stroke, cancer, pregnancy, etc., the Lieutenant may choose to not continue on sick leave but rather take an unpaid medical leave of absence so as to retain a sick leave balance for use after return to work. Such medical leave of absence may be requested as specified in Paragraph J – General Leaves of Absence.

K. Sick Leave:

1. Retirement Benefit - Sick Leave Conversion to Post Employment Health Plan (PEHP): Lieutenants retiring shall have their sick leave, using the conversion formula, deposited into their PEHP account. In order to determine the Lieutenant's sick leave conversion benefit, the following formula would apply:

Years of continued uninterrupted service + age = credits

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

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

Examples:

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

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

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

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

L. Funeral Leave: In the event of a death in the current immediate family of a regular full-time Lieutenant, the Lieutenant may request funeral leave from the Sheriff and upon such request shall be granted up to but not to exceed three (3) working days with pay. Immediate family, for purposes of this section, shall mean the Lieutenant's spouse, children, daughter-in-law, son-in-law, grandchildren, grandparents, parents, brother, sister, mother-in-law, father-in-law, or any person who has resided with the Lieutenant immediately preceding the person's death. The definition of immediate family includes step-relatives in the categories listed in Paragraph (L).

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

Funeral leave for extended family is located in Section I. Paid Time Off, Paragraph 10.

M. Defense of Claims: The County shall authorize the District Attorney to defend any Lieutenant for any lawsuit commenced against him for damages commenced as a result of an alleged false arrest or erroneous service of papers. When used herein, damages mean only those damages which are payable because of personal injury which shall include mental anguish, humiliation, loss of reputation and punitive or exemplary damages. Any judgment obtained in any suit against any Lieutenant as provided in this section shall be paid by the County, provided the County defended said action. The County may at its sole discretion, employ private counsel in lieu of the District Attorney.

N. Clothing Allowance:

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

2. Permanent Lieutenants: All permanent Lieutenants (uniformed or plain clothes) shall receive an annual uniform clothing allowance of seven hundred and fifty dollars (\$750.00) for purchase, replacement and care of uniform items to be paid on the 2nd pay date in January.

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

4. Maintenance: All Lieutenants shall be responsible for maintaining their uniforms and all equipment in good working order and in good condition.

5. Termination: Upon termination of employment, the County may require a Lieutenant to return all items of uniforms in the Lieutenant's possession.

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

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

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

1. Receive the Worker's Compensation benefit with no reduction from accumulated sick leave; or

2. Receive Worker's Compensation benefit and be paid the difference between the regular pay based upon a normal workweek and the Worker's Compensation benefit with the County charging the employee's sick leave account with the number of hours that equal the cash differential between the Worker's Compensation and regular pay.

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

Q. Separation Benefit for PTO, Vacation, Compensatory Time and Perfect Attendance Leave: At time of voluntary separation (excluding retirement if the employee applies for Wisconsin Retirement Fund benefits within thirty days of last day of work) Lieutenants with at least eighteen (18) months of service who subsequently leave the employ of the County in good standing, upon giving two (2) weeks written notice shall receive cash payment for all remaining accrued PTO, vacation time, compensatory time, and perfect attendance leave credits. PTO will be paid out at the employee's current hourly rate; however, vacation and perfect attendance leave will be paid out at 12/31/14 hourly rate. The Lieutenant's last day of work will be the last day on the payroll. Lieutenants will not be permitted to utilize PTO, vacation, compensatory time and/or perfect attendance leave and stay on the payroll after the last

day at work. This policy may be waived upon recommendation of the Employee Resources Director and only in personal emergency or crisis situations.

At time of retirement, Lieutenants who apply for Wisconsin Retirement Fund benefits within (30) calendar days of the last day of work or who are forced to retire due to medical disability upon giving two (2) weeks written notice, shall receive payment for all remaining accrued compensatory time. The County will deposit the employee's Sick Leave, Vacation and Perfect Attendance Leave (PAL) to the employee's Post Employment Health Plan (PEHP) account at the pay rate in effect on December 31, 2014. Sick Leave shall be governed by the formula in Article 2 (K). Paid Time Off (PTO) balances shall be paid out at the time of retirement at the employee's rate of pay at time of retirement.

At time of death of an employee, the County shall payout the remaining accrued vacation time, compensatory time, perfect attendance leave credits.

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

### **Article 3 - Certain Employment Rules**

The following personnel rules shall apply to all Lieutenants in addition to these personnel policies, rules of personal conduct, County or department rules adopted by resolution, by-law or practice.

A. Hours of Work: The standard work week shall average forty (40) hours on an average to be determined by the Sheriff. Lieutenants assigned a 5-2 work cycle shall receive six (6) "Kelly" days off per year.

B. Probationary/Trial Period:

1. Length: All Lieutenants shall serve a trial period of one (1) year from date of promotion.

2. Conditions: During the trial period, the Lieutenant shall be subject to discipline for unsatisfactory service. Upon successful completion of the trial period seniority shall accrue to the original date of promotion providing such Lieutenant was continuously employed by the County in this Department.

C. The Employer Rights and Responsibilities: The Sheriff shall have the following rights among other:

1. To direct all operations of the department;
2. To hire, promote, transfer, assign, retain and terminate employees consistent with Civil Service regulations;
3. To establish and enforce work rules and to determine work schedules;
4. To suspend, demote, discharge and take other disciplinary action against Lieutenants;
5. To relieve Lieutenants from their duties because of lack of work or for other reasons;

6. To maintain the efficiency of government operations;
7. To introduce new or improve methods or facilities;
8. To change existing methods or facilities;
9. To contract out for goods or services;
10. To determine the methods, means and personnel by which such operations are to be conducted;
11. To take whatever action must be necessary to carry out the functions of government in situations of emergency; and
12. To take whatever action is necessary to comply with state or federal law.

D. Complaint Procedure:

1. It is our policy to deal promptly and fairly with employee complaints. This complaint procedure is established to provide an effective means for hearing and resolving employee complaints concerning the interpretation or application of the Salary and Benefit Ordinance for Sheriff's Office Lieutenants.

2. Steps of the Complaint Procedure:

Step 1: An employee having a complaint may within ten (10) calendar days of the event causing the complaint, discuss and attempt to resolve the matter with the Chief Deputy. Within ten (10) days of receipt of the complaint the Chief Deputy shall transmit an answer to the employee.

Step 2: If the complaint is not resolved with the Chief Deputy, the employee may send a written appeal to the Sheriff. This written appeal must be submitted within ten (10) days of the Chief Deputy's response. The Sheriff shall review the complaint and shall respond in writing within ten (10) calendar days of receipt of the appeal.

Step 3: If the complaint is not resolved with the Sheriff, the employee may submit a written appeal to the Employee Resources Director. This appeal must be submitted within ten (10) calendar days of the Sheriff's response. The Employee Resources Director shall review the complaint and respond in writing within ten (10) days of receipt of the appeal.

Step 4: If the complaint is not resolved by the Employee Resources Director, an employee can request a final appeal to the Human Resources Committee within ten (10) calendar days of the receipt of the Employee Resources Director's response. At their next regular meeting, the Human Resources Committee shall meet and informally review the facts and circumstances giving rise to the complaint and shall issue a written decision which shall be final.

E. Lateral Transfer: Lateral transfer means the filling of an open position where no Civil Service test and no pay increase is necessary. Lateral transfer preference shall be given to the employee with the longer period of tenure in classification, after due consideration is also given to initiative and past performances as demonstrated by the employee's conduct in carrying out the employee's past daily assignments. It is the intention of the parties that tenure, in and of itself, should not be the sole criterion in the determination of the placement of a Lieutenant in a position, whether temporary or permanent, whether with or without a probationary period.

F. Lateral Transfer - Lieutenant:

1. Lateral transfer preference shall be given to the employee with the longer period of tenure in classification, after due consideration is given to the initiative and past performance as demonstrated by the employee's conduct in carrying out the employee's past daily assignments.

It is the intention of the parties that tenure, in and of itself, should not be the sole criterion in the determination of the placement of a Lieutenant in a position, whether temporary or permanent, whether with or without a probationary period.

2. Lieutenants assigned to a particular division can bid for another Lieutenant's position when it becomes vacant.

3. Lieutenants' positions in Communications, SIU and the Detective Bureau are not biddable positions during the yearly shift picks.

**Article 4 - Association Dues Deduction**

A. Dues Deduction Forms: Marathon County (hereinafter County) will deduct monthly dues from the pay of employees who individually sign dues deduction authorization forms supplied by the Marathon County Sheriff's Office Supervisors Association (hereinafter Association).

This authorization shall be valid for the term of this ordinance. This authorization is revocable upon thirty (30) days written notice to the County and the Association.

B. Deductions: The County shall deduct the amount certified by the Association as the monthly dues of the Association from the first paycheck each month of each employee requesting such deduction following receipt of such statement and shall remit the total of such deductions to the Association in one lump sum. The Association agrees to inform the County of any change in the dues amount with a thirty (30) days written notice.

C. Indemnification: The Association will refund to the employee involved any Association dues erroneously collected by the County and paid to the Association. The Association does hereby indemnify and shall save the County 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 County, which County 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 County pursuant to this article; provided that the defense of any such claims, demands, suits, or other forms of liability shall be under the control of the Association and its attorneys. However, nothing in this section shall be interpreted to preclude the County from participating in any legal proceedings challenging the application or interpretation of this article through representations of its own choosing and at its own expense.

D. Administration Fee: The Association shall pay the County one hundred dollars (\$100.00) per year payable on or before the first of February each year to partially cover administrative expenses of dues deduction as herein provided.

- SECTION 2: All ordinances, policies, resolutions or parts of ordinances, policies or resolutions in conflict herewith are hereby repealed.
- SECTION 3: The Marathon County Clerk is authorized to issue checks pursuant to this ordinance and the Marathon County Treasurer is authorized to honor said checks.
- SECTION 4: This ordinance shall be retroactive in force and effect retroactive to January 1, 2020.

# APPENDIX A SALARY STRUCTURE

EFFECTIVE 1/12/2020  
2% Increase

<b>Classification</b>	<b>Yearly</b>	<b>Hourly</b>
Lieutenant - 60-Month*	82,341	39.59
Lieutenant - 30-Month*	81,588	39.23
Lieutenant - Starting	80,835	38.86

EFFECTIVE 1/10/2021  
2% Increase

<b>Classification</b>	<b>Yearly</b>	<b>Hourly</b>
Lieutenant - 60-Month*	83,988	40.38
Lieutenant - 30-Month*	83,220	40.01
Lieutenant - Starting	82,452	39.64

EFFECTIVE 7/11/2021  
2% Increase

<b>Classification</b>	<b>Yearly</b>	<b>Hourly</b>
Lieutenant - 60-Month*	85,668	41.19
Lieutenant - 30-Month*	84,884	40.81
Lieutenant - Starting	84,101	40.43

**DIRECT DEPOSIT:** Wages shall be paid through direct deposit.

\* Contingent upon successful performance as determined by the Sheriff