

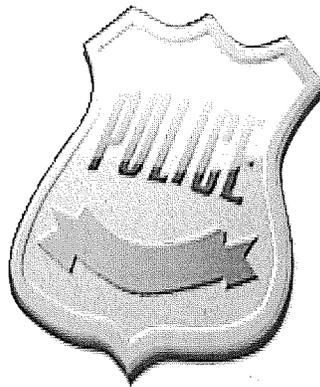
AGREEMENT

RUSK COUNTY

&

RUSK COUNTY SHERIFF'S
ASSOCIATION

*Wisconsin Professional Police Association/Law
Enforcement Employer Relations Division*



January 1, 2009 – December 31, 2011

INDEX

| | |
|---|----|
| AGREEMENT | 1 |
| ARTICLE I – RECOGNITION..... | 1 |
| ARTICLE II – FAIR SHARE/DUES DEDUCTION..... | 1 |
| ARTICLE III – MANAGEMENT RIGHTS | 2 |
| ARTICLE IV – WAGES..... | 3 |
| ARTICLE V – MISCELLANEOUS..... | 3 |
| ARTICLE VI – GRIEVANCE PROCEDURE AND ARBITRATION..... | 3 |
| ARTICLE VII – INSPECTION PRIVILEGES-NOTICES-ASSOCIATION ACTIVITIES..... | 4 |
| ARTICLE VIII – WORK WEEK..... | 5 |
| ARTICLE IX – HOLIDAYS..... | 10 |
| ARTICLE X – SICK LEAVE | 10 |
| ARTICLE XI – DISCIPLINE AND DISCHARGE..... | 11 |
| ARTICLE XII – LEAVE OF ABSENCE | 11 |
| ARTICLE XIII – MILITARY LEAVE..... | 12 |
| ARTICLE XIV – VACATIONS | 12 |
| ARTICLE XV – PROBATION..... | 13 |
| ARTICLE XVI – SENIORITY | 13 |
| ARTICLE XVII – RETIREMENT..... | 15 |
| ARTICLE XVIII – HEALTH AND WELFARE BENEFITS | 16 |
| ARTICLE XIX – UNIFORMS | 18 |
| ARTICLE XX – FALSE ARREST INSURANCE AND EXPENSES..... | 19 |
| ARTICLE XXI – FUNERAL LEAVE..... | 20 |
| ARTICLE XXII – WORKER’S COMPENSATION..... | 20 |
| ARTICLE XXIII – NO STRIKE..... | 21 |
| ARTICLE XXIV – FMLA | 21 |
| ARTICLE XXV – DURATION..... | 21 |
| ARTICLE XXVI – SAVINGS CLAUSE | 22 |
| EXHIBIT “A”..... | 23 |
| LONGEVITY PAY..... | 24 |
| SIDE LETTER – RE: SHIFT REASSIGNMENT/TRAINING..... | 25 |
| SIDE LETTER – RE: CLASSIFICATION/OFFICE COORD/COMPUTER SPECIALIST | 26 |

1 **AGREEMENT**

2 This Agreement is made and entered into by and between Rusk County,
3 Wisconsin, hereinafter called the "Employer" and the Wisconsin Professional Police
4 Association/Law Enforcement Employer Relations Division for and on behalf of the Rusk
5 County Sheriff's Association, hereinafter called the "Association."

6 Extra Contract Agreements. The Employer agrees not to enter into any agreement
7 or contract with its employees, individually or collectively, which in any way conflicts
8 with the terms and provisions of this Agreement. Any such Agreement shall be null and
9 void.

10
11 **ARTICLE I – RECOGNITION**

12 Section 1.01. The Employer hereby recognizes and acknowledges that the Association
13 is the sole and exclusive representative in collective bargaining with the Employer for all
14 regular part-time and regular full-time Deputy Sheriffs of the Rusk County Sheriff's
15 Department, except supervisory employees, on all matters pertaining to wages, hours, and
16 working conditions.

17
18 **ARTICLE II – FAIR SHARE / DUES DEDUCTION**

19 Section 2.01 - Fair Share: The County agrees to deduct from all employees affected by
20 this Agreement a share of the costs of the collective bargaining process and related costs in the
21 amount certified by the Association. The amount so deducted will be paid to the Association on
22 or before the end of the month in which the deduction is made.

23 Section 2.02 - Representation: The Association will represent all of the employees in
24 the Association, members and non-members, fairly and equally.

25 Section 2.03 - Membership: Membership in the Association is not compulsory. Any
26 employee may join the Association and maintain membership therein consistent with its
27 Constitution and By-Laws. This Article is subject to the provisions of State and Federal laws.

28 Section 2.04 - Dues Deduction: The Employer agrees to deduct monthly dues from the
29 pay of employees who individually sign voluntary checkoff authorization forms supplied by the
30 Association which shall include the following statement:

31 "I, the undersigned, hereby authorize the County to deduct Association dues from my

1 wages each and every month and direct that such amount so deducted be sent to the Treasurer of
2 the Association for and on my behalf. The authorization shall be irrevocable and shall
3 automatically renew itself for successive years unless I give thirty (30) days written notice to the
4 County and the Association of my desire to change the amount or revoke the dues deduction at
5 the end of such thirty (30) day period or at the end of such year.

6 NAME: _____ DATE: _____

7 WITNESS: _____ DATE: _____

8 The Employer agrees to deduct the appropriate amount from each paycheck each month of each
9 employee requesting such deduction following receipt of the above enumerated statement and
10 shall remit the total of such deductions to the Treasurer of the Association within ten (10) days
11 of the date such deductions were made with a list of the names that the deductions have been
12 deducted from. Any changes in the amount to be deducted shall be certified to the Employer by
13 the Association at least thirty (30) days prior to the effective date of such change.

14
15 **ARTICLE III - MANAGEMENT RIGHTS**

16 Section 3.01: Except as expressly modified by other provisions of the contract, the
17 Employer possesses the sole right to operate the County and all management rights repose in it.
18 These rights include, but are not limited to the following:

- 19 (a) To direct all operations of the County.
- 20 (b) To hire, promote, transfer, schedule and assign employees to positions
21 within the County and to create, combine, modify, and eliminate positions
22 within the County.
- 23 (c) To suspend, discharge, and take other disciplinary action against non-
24 probationary employees for just cause.
- 25 (d) To layoff employees for lack of work.
- 26 (e) To maintain efficiency of County operations.
- 27 (f) To take whatever action is necessary to comply with State and Federal
28 law.
- 29 (g) To introduce new or improved methods or facilities.
- 30 (h) To change existing methods or facilities.
- 31 (i) To determine the kind and amounts of services to be performed as it

1 his/her Association representative who shall, in the presence of the employee, discuss the matter
2 with the Sheriff, or his/her designee. Said discussion with the Sheriff by the employee or
3 Association representative shall occur within ten (10) calendar days of the time the employee
4 knew or ought to have known of the grievance.

5 Step 2: If the issue is not resolved in Step 1 above, the employee shall reduce his/her
6 grievance to writing within ten (10) calendar days. The grievance shall be signed and presented
7 to the Employer (Personnel Committee) by the employee or the Association representative.

8 Step 3: Within fifteen (15) calendar days from receipt of the written grievance by the
9 Employer, the Association representative, and the employee submitting the grievance, shall meet
10 with a designated representative of the Personnel Committee to discuss the grievance. If the
11 issue is resolved, settlement reached shall be noted in the written copy of the complaint, and the
12 copy so completed shall be filed.

13 Section 6.02: Any grievance, not resolved as a result of the above listed Steps, or any
14 violation of this Agreement, is arbitrable and shall be submitted to Arbitration by the Association
15 as provided in Section 6.03 of this Article.

16 Section 6.03 - Arbitration: Any grievance which is not resolved by the Personnel
17 Committee within ten (10) calendar days of the meeting with the Personnel Committee, shall be
18 referred to an arbitrator appointed by the Wisconsin Employment Relations Commission. Said
19 arbitrator shall conduct hearings and receive testimony relative to the dispute or
20 misunderstanding. The expenses of the arbitrator shall be divided equally between, and paid by,
21 the Employer and the Association. There shall be no strike or lockout during or after the period
22 of arbitration because of the dispute arbitrated. The arbitrator shall not have the authority to
23 change, alter or modify any of the terms or provisions of this Agreement.

24 Section 6.04: In case of any dispute involving any employee working under this
25 Agreement, where such dispute could be determined by the Employer's records, the Employer
26 will furnish on request to the employee, the Association representative, and the Association, all
27 necessary records which are involved in the dispute.

28

29 **ARTICLE VII - INSPECTION PRIVILEGES-NOTICES-ASSOCIATION ACTIVITIES**

30 Section 7.01- Inspection Privileges: Authorized agents of the Association shall have
31 access to the Employer's establishment during working hours for the purpose of adjusting

1 disputes, investigating working conditions, and ascertaining that the Agreement is being adhered
2 to; provided however, that there is no interruption of the department's working schedule.

3 Section 7.02 - Bulletin Board: The Employer agrees to provide suitable space for the
4 Association bulletin board in the department. Posting by the Association on such boards is to be
5 confined to official business of the Association.

6 Section 7.03 - Association Activities: Bargaining unit members shall not be
7 discriminated against because of Association membership or activity as State and Federal laws
8 apply.

9 Section 7.04 - Bargaining Committee: Members of the bargaining committee, not to
10 exceed four (4) on duty (not more than two from patrol and not more than two from
11 dispatch/jail), shall be allowed to attend collective bargaining sessions while working without
12 any loss of pay or benefits.

13 14 **ARTICLE VIII - WORK WEEK**

15 Section 8.01: The regular work day shall be eight (8) hours for the Office Coordinator/
16 Deputy, Computer Specialist/Deputy, DARE Officer, School Resource Officer, Bailiff, Jail
17 Account Specialist, Receptionist and Investigators. The regular work week shall be forty (40)
18 hours for full-time Investigators, Office Coordinator/Deputy, Computer Specialist/Deputy,
19 DARE Officer, School Resource Officer, Bailiff and Receptionist. The hours for the
20 Conservation Deputy position are four (4) days on duty, followed by three (3) days off,
21 followed by three (3) days on, followed by four (4) days off; twelve (12) hours per day. All
22 employees shall be paid time and one-half (1 1/2) for all hours worked outside their regular
23 shift. With the exception of time paid for sick leave, all time paid shall be considered time
24 worked for the purpose of calculating overtime.

25 The patrol officer who is in the "DARE Officer/Bailiff" position effective upon
26 ratification of the 2005-06 Agreement shall be grandfathered such that this individual shall
27 work the "three (3) eight (8) hour days and two (2) nine (9) hour days each work cycle" that the
28 Community Service Coordinator may work pursuant to Section 8.06(a).

29 Subject to prior approval by the Sheriff, employees working in the Investigator/Office
30 Coordinator/Deputy, and Computer Specialist/Deputy classifications shall have the option to
31 work four (4) ten-hour days per week. Overtime for employees working the four (4) ten-hour

1 day schedule shall be paid after ten (10) hours, and sick days and holidays shall be paid at ten
2 (10) hours.

3 Section 8.02: Days off shall be consecutive. There shall be no split shifts unless
4 otherwise mutually agreed to.

5 Section 8.03: All employees shall respond to a call to work outside of their regular
6 schedule of hours by their department heads or others designated by the department head. A
7 minimum of two (2) hours at time and one-half (1-1/2) shall be granted to any employee who is
8 requested to report outside of his /her regular schedule of hours, or who reports to work as
9 scheduled and is sent home.

10 Section 8.04: All County-owned vehicles used by Deputy Sheriffs shall be parked in
11 the courthouse parking lot whenever the Deputy Sheriff assigned to that vehicle is on vacation.

12 Section 8.05: The work period for Dispatch/Jailer and Patrol shall be based on twenty-
13 four (24) days. Overtime will be paid at the rate of time and one-half (1-1/2) for all hours outside
14 the normal work schedule.

15 Section 8.06:

- 16 (a) A work schedule will be implemented for a twelve (12) hour work day,
17 four (4) days on and four (4) days off for Dispatch/Jailer and Patrol. The
18 Community Service Coordinator shall work the same shift hours as
19 Dispatch/Jailers and Patrol Deputies or three (3) eight (8) hour days and
20 two (2) nine (9) hour days each work cycle.
- 21 (b) A twelve (12) hour daily limit of work shall apply except in an emergency
22 with the supervisor's approval.
- 23 (c) No more than six (6) twelve (12) hour days will be worked consecutively.
- 24 (d) Shift selections shall be bid by seniority semi-annually, except that patrol
25 deputies may be assigned to a shift other than their bid shift for up to four
26 (4) weeks two (2) times per calendar year.
- 27 (e) Effective the second month after ratification of the 2003-2004 Agreement,
28 paydays shall be the 10th and the 25th of each month.
- 29 (f) In addition, the Employer reserves the right to schedule new deputies to a
30 4 by 12, 3 days off, 3 by 12, 4 days off schedule.
- 31 (g) Benefit days will be paid as the schedule requires (i.e. 8 hours for

1 Investigators, Office Coordinator/Deputy, Computer Specialist/Deputy,
2 Receptionist, DARE Officer, School Resource Officer, Bailiff and Jail
3 Account Specialist and 12 hours for the Dispatch/Jailer and Patrol. The patrol
4 officer who is in the "DARE Officer/Bailiff" position effective upon ratification
5 of the 2005-06 Agreement shall be grandfathered such that this individual shall
6 work three (3) eight hour days and two (2) nine (9) hour days each work
7 schedule.

8 (h) Vacation will be earned as follows:

- 9 1. One (1) day would mean twelve (12) hours;
- 10 2. One (1) week would mean forty-eight (48) hours.

11 (i) For training purposes only, an employee may be reassigned from all or part of
12 his/her regularly scheduled shift in order to attend training on the following day
13 exclusive of travel time.

14
15 This reassignment shall be a schedule switch and not constitute overtime. If the
16 scheduled training extends into hours in which the employee is regularly
17 scheduled off, the hours of reassignment shall be paid at straight time unless the
18 number of hours for the training exceed the employee's regularly scheduled
19 hours, in which case the additional hours shall be paid as overtime.

20
21 When an employee attends training, the employees shall be paid for no fewer
22 hours than the employee would have if the employee worked their regular
23 schedule instead of attending the training.

24
25 If the training plus travel for a one day seminar is less than ten (10) hours, the
26 employee shall be required to return to work after the training and work the
27 remaining balance of their shift, (e.g. their regularly scheduled number of hours).

28
29 Section 8.07:

30 (a) The Sheriff shall prepare a monthly calendar of the work schedule for all
31 employees and shall post it at least one (1) month prior to the start of the month.

- 1 (b) The posted calendar shall include vacations and other leave requests made by
2 employees, as well as extra-ordinary staffing needs, whether full or partial shifts
3 caused by special events, holidays, etc. Each schedule posting shall include a
4 posting for scheduled vacancies. A scheduled vacancy is a vacancy or
5 manpower need that the department is aware of at the time the regular work
6 schedule is posted.
- 7 (c) The posting for scheduled vacancies shall state the date, time/shift, and the type
8 of duty involved as well as the last day employees may sign-up for the available
9 work. The senior qualified bargaining unit employee(s) that posts for the
10 position shall be assigned to the work and will be required to fill the shift/hours
11 that he/she signed for unless he/she is able to trade pursuant to departmental
12 policies or unless the employee is bumped by a senior qualified employee.
- 13 (d) Unscheduled vacancies are vacancies or manpower needs that occur after the
14 schedule has been posted but more than ten (10) days prior to the manpower
15 need. Such vacancies or manpower needs shall be posted until two (2) weeks
16 prior to the shift or for a minimum of eight (8) days, whichever is later. Such
17 shifts shall be filled through the same procedure described in subsection (c).
- 18 (e) An urgent vacancy is any vacancy that occurs ten (10) days or less prior to the
19 date of the manpower need. Such vacancies shall be filled by call-in of qualified
20 bargaining unit personnel according to seniority.
- 21 (f) An emergency vacancy is any vacancy that occurs twenty-four (24) hours or less
22 prior to the manpower need. Such vacancies may be filled with bargaining unit
23 employees or reserve deputies. If reserve deputies are not available, emergency
24 vacancies shall be offered to bargaining unit employees.
- 25 (g) All vacancies created by training or comp time requests shall be filled in
26 accordance with subsection (f).
- 27 (h) Nothing in this section shall prevent the Sheriff from choosing not to fill a vacant
28 shift; nor shall the Sheriff be prohibited from inviting an employee already
29 scheduled to work a given shift to voluntarily work the vacant shift instead of the
30 scheduled shift and then leaving the scheduled shift vacant.
- 31 (i) When scheduled vacancies occur because of vacation requests, the Sheriff may

1 fill up to forty-eight (48) hours vacation leave per month at his/her discretion.

- 2 (j) The Sheriff and/or Chief Deputy shall be allowed to perform law enforcement
3 work according to past practice.

4 Section 8.08 – Comp Time: Employees, as an employee option, may accrue and use
5 comp time. Use of comp time shall be with the prior approval of the employee's
6 department head. Accrual and use of comp time shall be as follows:

- 7 (a) Employees shall be able to use and accrue up to forty-eight (48) comp time hours
8 in any calendar year.
- 9 (b) At no time during the calendar year shall an employee have greater than forty-
10 eight (48) comp time hours on the County books.
- 11 (c) At the end of each calendar year, employees may carry over up to twenty-four
12 (24) comp time hours into the following year.
- 13 (d) Any overtime in excess of thirty-two (32) overtime hours annually shall be paid at
14 time and one-half (1 ½).
- 15 (e) When two (2) or more requests for vacation and/or comp time are made for the
16 same day or shift, and not all requests can be approved, the following guidelines
17 will be used:
- 18 1. Requests made prior to the posting of the monthly schedule:
 - 19 A. Vacation requests have priority over compensatory time.
 - 20 B. If both requests are the same, seniority has priority.
 - 21 2. Requests made after the posting of the monthly schedule:
 - 22 A. Vacation requests have priority over compensatory time
 - 23 B. If both requests are the same, seniority has priority.
 - 24 C. All comp time/vacation requests granted prior to the posting of
25 the monthly schedule have priority over late requests.
- 26 (f) Requests for comp time off cannot be made unless the employee has already
27 accrued the comp time.
- 28 (g) Requests for comp time off will be granted within a reasonable period after the
29 employee requests its use. All efforts shall be made to allow an employee to use
30 their comp time within 30 days of making a request.
- 31 (h) Requests for comp time will not be granted if the request would unduly disrupt

1 the operations of the department.

2 (i) Requests for comp time shall be made a minimum of three (3) days prior to the
3 requested time off. The use of comp time on a specific day is not guaranteed.

4 (k) Comp time cannot be converted from scheduled vacation.
5

6 **ARTICLE IX – HOLIDAYS**

7 Section 9.01: Paid holidays for the Deputy Sheriffs, Patrol and Deputy Sheriff
8 Jailors/Dispatchers are: New Year's Day, Good Friday, Easter Sunday, Memorial Day, July 4th,
9 Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, and Christmas Day.

10 Paid holidays for the Office Coordinator/Deputy, Computer Specialist/Deputy, Jail
11 Account Specialist, Receptionist, DARE Officer, School Resource Officer, Bailiff and
12 Investigator are: New Year's Day, Good Friday, Memorial Day, July 4th, Labor Day,
13 Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve Day, Christmas Day, and New
14 Year's Eve Day. Holidays that fall on weekends shall be treated the same as they are treated for
15 the courthouse bargaining unit.

16 Section 9.02: Employees scheduled or called to work on any holiday shall, in addition
17 to their holiday premium pay on the holidays defined in Section 9.01, receive additional pay at
18 one and one-half (1-1/2) times the regular hourly rate for all hours worked. Employees shall not
19 receive compensatory time off for holidays.

20 Section 9.03: An employee on sick leave or vacation shall be paid for such holiday as
21 may occur during such vacation or sick leave.

22 Section 9.04: Any employee who reports being sick his/her last scheduled day before
23 a holiday, or who reports being sick his/her first scheduled day after a holiday, may, at the
24 discretion of the Employer, be required to furnish a doctor's certificate of illness in order to
25 receive holiday pay and sick leave.
26

27 **ARTICLE X – SICK LEAVE**

28 Section 10.01: All employees shall be entitled to one (1) day per month sick leave
29 with an accumulation of eighty-five (85) days.

30 Employees may use up to three (3) sick days per calendar year for serious illness and
31 medical emergencies in the immediate family. Immediate family shall be defined as spouse,

1 mother, father, sister, brother, children and step-children.

2 Sick leave may be taken in fifteen (15) minute increments.

3 Section 10.02: Employees shall be paid while on sick leave at their regular rate of
4 pay.

5 Section 10.03: Each employee on sick leave is subject to verification of such
6 sickness by the Sheriff. A doctor's statement of illness may be requested after the second
7 consecutive day of illness, or the third absence in any calendar year, if the absence occurs the
8 day before or the day after a scheduled day off. If requested, documentation of illness must
9 be furnished before sick leave is paid.

10 Section 10.04: Any employee who is found to have violated the sick leave policy of the
11 department shall be subject to discipline up to and including discharge.

12 Section 10.05: An employee who is eligible for WRS benefits and retires shall have the
13 option of continuing in the health plan offered to current employees until they are eligible for
14 Medicare, subject to the rules of the carrier, by paying the full monthly premium to the County
15 Clerk's Office. An employee, who is eligible for WRS benefits that retires shall deposit
16 seventy-five percent (75%) of his/her accumulated sick leave into a Security Benefits Group
17 post employment health care reimbursement account to be used to reimburse the employee for
18 the payment of the health insurance premiums. The County shall pay no administrative fees for
19 the post employment health care reimbursement account; such fees, if any, shall be paid by
20 employees.

21 ARTICLE XI – DISCIPLINE AND DISCHARGE

22 Section 11.01: Non-probationary employees shall not be disciplined or discharged
23 without just cause. Non-probationary employees and the Association shall be notified, in
24 writing, of any discipline, discharge, or suspension and the reasons therefore.

25 ARTICLE XII – LEAVE OF ABSENCE

26 Section 12.01: Application for leave of absence for personal reasons shall be made to
27 the Sheriff.

28 Section 12.02: The Sheriff may grant a leave of absence of fourteen (14) work days or
29 less. Leaves of more than such time must be taken up with the Law Enforcement Committee.

30 Section 12.03: All leaves of absence shall be without pay. During any leave of
31

1 absence, employees shall not be entitled to accrue sick leave, or vacation benefits, or receive
2 compensation for holidays occurring during the leave of absence, but employees shall not forfeit
3 sick leave or vacation benefits earned prior to the date the leave of absence commences.

4 Section 12.04: The Association shall be furnished written notice of leave of absence
5 granted in excess of fourteen (14) days.

6 Section 12.05: Employees shall make their own arrangements in advance for payment
7 of health and surgical insurance for any full calendar month they are on leave of absence, except
8 for those leaves which are governed under the State or Federal FMLA, which shall be regulated
9 by State or Federal law.

10
11 **ARTICLE XIII – MILITARY LEAVE**

12 Section 13.01: Annual military leave with pay will be granted as follows:

- 13 (a) A differential between the employee's regular and military pay.
14 (b) Such military leave pay shall be for no more than fifteen (15) days per year, based
15 upon actual military orders.
16 (c) It shall be the duty of the employees on such leave to furnish the County Clerk
17 satisfactory evidence showing length of the military leave and military pay during
18 such leave.

19
20 **ARTICLE XIV – VACATIONS**

21 Section 14.01: Employees will be granted vacation and pay as follows:

| | |
|--|------------------|
| 22 1 year employment | 1 week |
| 23 2 years employment | 2 weeks |
| 24 Thereafter add one (1) day per year up to | 4 weeks + 2 days |
| 25 Effective January 1, 1997 | 4 weeks + 3 days |

26 Section 14.02: Vacations may be taken at any time of the year with the approval of the
27 Sheriff. Notice of choice of vacation shall be provided prior to the posting of the work schedule
28 for the month in which the vacation request falls, or as otherwise mutually agreed on. Vacations
29 must be taken so as not to interfere with efficient operations of the Department.

30 Section 14.03: Any vacation due an employee leaving the Department will be paid
31 him/her at the time of the termination of his/her services, including pro-rata vacation earned

1 during the year of termination.

2 Section 14.04: Vacations must be taken in the anniversary year following the
3 anniversary year earned or be forfeited, unless the vacation could be taken at a mutually agreed
4 upon time.

5 Section 14.05: Vacations are earned on an anniversary year basis. No employee may
6 take vacation during the first six (6) months of his or her employment. The employee may,
7 however, elect to take his or her first week of vacation at any time between his/her sixth (6th) and
8 twenty-fourth (24th) month of employment, provided, however, if such employee terminates
9 his/her service before the expiration of his/her first year of employment, vacation time used shall
10 be deducted from the employee's final paycheck. It is understood by the parties that, except as
11 is otherwise provided for in Section 14.04, all vacations must be taken in the anniversary year
12 following the year earned.

13
14 **ARTICLE XV – PROBATION**

15 Section 15.01: Any new employee shall serve an eighteen (18) month probationary
16 period or for such extended periods of time as may be needed to complete training required to be
17 certified as a law enforcement officer or a jailor. During a probationary period, with consent
18 and approval of the Personnel Committee, the Sheriff shall have the sole power to retain or
19 dismiss the employee. An employee retained on probationary status beyond the eighteen (18)
20 month period, only for the purpose of completing the required training to be certified may be
21 dismissed from employment if he/she fails to be certified. Employees, during the first twelve
22 (12) months of their probationary period, shall not be entitled to sick leave benefits. If an
23 employee completes the first twelve (12) months of his/her probationary employment, he/she
24 shall be entitled to sick leave benefits retroactive to the date of employment. Holidays shall be
25 paid for as they occur.

26
27 **ARTICLE XVI – SENIORITY**

28 Section 16.01: Seniority shall be based on the length of service for which pay has been
29 received by an employee who has completed his/her probationary period of eighteen (18)
30 months. An employee who has voluntarily terminated his/her employment and has returned to
31 employment with Rusk County, shall have his/her seniority computed from the time he/she

1 returns to continue work. Seniority shall commence with the first hour and date of work and
2 shall continue to accrue during periods of vacation, leave of absence, temporary layoff due to
3 lack of work, military leave, periods of illness as set forth herein or other periods of absence as
4 may otherwise be mutually agreed upon. Should two (2) or more employees be employed on
5 the same date and hour, seniority shall be determined by arranging these employees in
6 alphabetical order on a seniority list starting with the last name and ending with the first name.

7 Section 16.02: Seniority shall prevail in all matters of employment unless otherwise
8 stated in this Agreement. There shall be one (1) seniority list covering all full-time supervisory
9 and non-supervisory Deputy Sheriffs employed by Rusk County. The seniority list shall be
10 posted and revised yearly by the Employer. Any controversy as to the seniority standing of any
11 employee will be submitted to the Grievance Procedure. If no objection to the seniority list is
12 made within thirty (30) days from its posting, the list shall be considered accepted.

13 Section 16.03: When it becomes necessary to reduce the work force, the last employee
14 hired shall be the first employee laid off, providing those retained are capable of performing the
15 necessary duties. When employees are called back to work, those employees having the
16 greatest seniority shall be recalled first. No full-time Deputy Sheriff shall be laid off while part-
17 time Deputy Sheriffs are employed. When layoffs are necessary, and in order to adhere to
18 seniority provisions as provided herein, employees will be given an opportunity to qualify for
19 jobs that they did not bid for previously.

20 Section 16.04: Seniority may be terminated for the following reasons:

- 21 (a) The employee does not return to work after layoff within seven (7) days of
22 receipt of notice to return to work by registered or certified mail, unless
23 otherwise mutually agreed. It is the responsibility of the employee to keep the
24 Sheriff notified of his /her correct address.
- 25 (b) Non-occupational sickness for over twelve (12) months, unless extended by
26 mutual agreement.
- 27 (c) Seniority shall not be diminished by temporary layoff due to lack of funds or
28 work unless such layoff continues for twelve (12) consecutive months, and in
29 that event, seniority may be terminated pursuant to this Section. The Employer
30 shall notify, in writing, the employee and the Association of such termination.

31 Section 16.05: Except as otherwise stated herein, all bargaining unit jobs and

1 assignments shall be subject to seniority.

2 Section 16.06: In case of a job opening, or position vacancy, or newly created position,
3 the Sheriff shall bulletin the new position or vacancy for a period of nine (9) working days. In
4 the event a present full-time employee wishes to post for the new position, that employee will be
5 given the following consideration in any evaluation procedure:

6 In case there is a question as to qualifications of an employee applicant, he/she may be
7 requested to serve a six (6) month qualifying period. After that time, he/she shall either be
8 awarded the position opening (vacancy) or returned to his/her previous job without loss of any
9 bargaining unit benefit and at the current rate of pay for his or her former position. Any dispute
10 as to the qualifications, evaluation results, oral interview results and training credit shall be
11 subject to the Grievance Procedure, including whether or not he/she should receive a qualifying
12 period and including whether or not he/she should be awarded the position opening over an
13 outside applicant who received a better score in the formula.

14 **PROMOTION/TRANSFER FORMULA**

| | | | |
|----|------------------------|---|----------------------|
| 15 | Years of service, 1 yr | = | 10 pts (Max 150pts) |
| 16 | Written evaluation | = | 100 pts |
| 17 | Oral interview | = | 100 pts |
| 18 | Related training, 1 wk | = | 10 pts (Max 150 pts) |

19 Section 16.07: New employees shall not be entitled to or eligible to sign a posting
20 until after the probationary period of employment. Any employee being accepted for a position
21 shall not be entitled to post for any other position for a period of one (1) year.

22 Section 16.08: In the event that no employee makes application for a bulletined
23 position, the Sheriff may assign such position to the least senior employee who qualifies. If new
24 employees are hired, such new employees shall be hired for such vacant position.

25 Section 16.09: A full-time, part-time position hired by the department, could be called on
26 for work within a division, and be the next person in line to be hired for a full-time position in
27 the same classification, subject to the other provisions of Article XVI.

28
29 **ARTICLE XVII – RETIREMENT**

30 Section 17.01: All full-time employees shall be covered under the Protective Service
31 Wisconsin Retirement Plan. Each eligible employee shall be a participant of the Wisconsin

1 State Retirement Plan, as provided in the Wisconsin Statutes, and rules established by the
2 Wisconsin Retirement Fund Board. The Employer shall pay the full retirement per month for
3 each eligible employee to the Wisconsin State Retirement Plan (full retirement 100% of
4 employee's share).

5
6 **ARTICLE XVIII – HEALTH AND WELFARE BENEFITS**

7 Section 18.01: Effective January 1, 2007, the County agrees to pay eighty-eight
8 percent (88%) of the cost of the premium for the hospital and medical insurance coverage
9 through Security Health Plan or eighty-eight percent (88%) of the cost of the premium for the
10 hospital and medical insurance coverage provided by the County, if the employees elect to
11 participate in the plan offered by the County.

12 Effective April 1, 2005, the first of the month after this agreement was ratified by both
13 parties, the County shall implement Security Health Plan, Proposed Benefit Plan 1 with the
14 amendment on mental health benefit for inpatient services from “20 inpatient days” to “90% of
15 70 inpatient days, renewable by 90 day separation from discharge to admission.”

16 For part-time employees, the County's contribution toward health insurance shall be
17 prorated based on the County's contribution for full-time employees. Part-time employees must
18 work an average of at least twenty (20) hours per week to be eligible for participation in the
19 health insurance program. This prorating shall be based on the actual hours worked in the prior
20 year.

21 For new hires, the proration shall be based, during the employee's first year of
22 employment, on the employee's expected annual number of hours.

23 The Association hereby commits to the Employer that, effective December 1, 1998, its
24 participation in the Security Health Plan will, at times result in cost savings to the County when
25 compared to the County's cost to otherwise cover the Sheriff's Department bargaining unit under
26 its existing health and welfare plan(s). In the event that the Association fails in this
27 commitment, then the Sheriff's Department employees will be required to convert back to the
28 County Plan(s) upon written request by the County for such change.

29 Section 18.02 - Change of Carrier: The County reserves the right to pick the
30 insurance carrier, provided the benefits under any new insurance carrier are substantially
31 equivalent or better than the benefits under the current insurance. The insurance plan in effect

1 in 2006 shall be the benchmark for making this comparison. The County shall notify the
2 Association prior to any change in carrier. It is also understood that the Association has the
3 right to change carriers and/or benefit levels during the term of this Agreement, provided,
4 however, that the County's contribution shall not exceed that set forth in Section 18.01.

5 Section 18.03: Probationary employees shall be eligible for health and welfare
6 benefits after thirty (30) days of employment, if determined by the insurance carrier to be
7 eligible to participate.

8 Section 18.04: If an employee is absent because of illness or off-the-job injury, and
9 notifies the Employer of such absence, the Employer shall continue to make the required
10 contribution for such employee for a period of two (2) months in addition to the month in
11 which the illness or off the-job injury occurred. The Employer shall not be liable for any
12 premiums for any employee injured in gainful employment of other employers beyond the
13 month in which such injury occurred.

14 If an employee is laid off, contributions shall be made by the Employer for the full
15 month in which layoff occurred.

16 Insurance continuation rights shall be provided pursuant to State and Federal law. Upon
17 termination of payment of premiums by the Employer, the Employer shall notify the
18 employee. However, it shall be the employee's responsibility to make his/her own
19 arrangements for continued insurance coverage.

20 Upon termination of payment of premiums by the Employer, the Employer shall
21 notify the employee; however, it shall be the employee's responsibility to make his/her own
22 arrangements for continued insurance coverage.

23 If an employee is absent due to injury on the job of this Employer, the Employer shall
24 continue to pay the required contributions until such employee returns to work, however, such
25 contributions shall be made pursuant to State law.

26 Should the Employer become delinquent in contribution to the insurance stated above,
27 the Employer shall be liable to the employees for all claims that arise during the period of
28 delinquency.

29 Section 18.05: - Health Reimbursement Account.

30 (1) The deductible for health care services shall be \$1,000 for an individual and \$3,000 for a
31 family.

1 a. Per individual, the employee shall be eligible for reimbursement up to \$900 for
2 health care services subject to the deductible, after the employee has paid the first
3 \$100 of the deductible.

4
5 b. Per family, the employee shall be eligible for reimbursement up to \$2,700 for
6 health care services subject to the deductible, after the employee has paid the first
7 \$300 of the deductible. If an employee has family coverage for his or herself and
8 one family member, the employee's maximum deductible would be \$2,000.
9 Therefore, the employee shall be eligible for a maximum reimbursement up to
10 \$1,800 for health care services subject to the deductible, after the employee has
11 paid the first \$200 of the deductible.

12
13 c. Reimbursements shall be made directly to the employee who shall be responsible
14 for paying the provider for the health care services rendered which were subject to
15 the deductible.

16
17 d. Seventy-five percent (75%) of any unused reimbursement amount, up to a
18 maximum of \$1,250 per year will be rolled over into a health reimbursement
19 account ("HRA") which may be used by the employee to pay for future qualified
20 medical expenses and health insurance premiums during and after the employee's
21 employment with Rusk County, subject to the terms of the HRA.

22
23 (2) Rusk County allows retirees to stay on the health insurance plan offered to current
24 employees for a period of time, as set forth in Section 10.05, subject to the rules of the
25 carrier, by paying the full cost of the insurance premium. Retirees shall be subject to the
26 level of deductible applicable to current employees, whatever that amount may be,
27 without reimbursement for any portion thereof.

28
29 **ARTICLE XIX – UNIFORMS**

30 **Section 19.01:** Rusk County will provide uniforms as follows:

31 (a) During the initial eighteen (18) month probationary period, an employee will be
32 furnished with two (2) sets of summer uniforms and two (2) sets of winter

1 uniforms, as needed.

2 (b) After successful completion of the probationary period, the employee will be
3 issued one (1) additional set of summer and winter uniforms, for a total of three
4 (3) summer uniforms and three (3) winter uniforms.

5 (c) Thereafter, and on a semi-annual basis (i.e., January 1 and July 1), the County
6 will pay the following amounts per year per employee to cover the
7 replacement and maintenance of uniforms:

| | |
|--|----------|
| 8 (1) Investigator, Road Deputy, Dispatch/Jailer | \$400.00 |
| 9 Effective January 1, 2005 | \$425.00 |
| 10 Effective January 1, 2006 | \$450.00 |

| | |
|---|----------|
| 11 (2) Office Coordinator/Deputy Computer | \$400.00 |
| 12 Specialist/Jail Account Specialist | |

| | |
|---|----------|
| 13 For new hires into these positions after | \$200.00 |
| 14 January 1, 2005 | |

| | |
|---------------------|----------|
| 15 (3) Receptionist | \$200.00 |
|---------------------|----------|

16 Uniforms shall be purchased, worn and maintained according to the standards
17 established by the Sheriff and the Law Enforcement Committee.

18 (d) Upon termination of employment, all uniforms and equipment revert back to the
19 County.

20 (e) The County agrees that all personal items lost or damaged in the line of duty shall
21 be replaced at the discretion of the Law Enforcement Committee, up to a
22 maximum of one hundred fifty dollars (\$150.00) per year per employee.
23

24 **ARTICLE XX – FALSE ARREST INSURANCE AND EXPENSES**

25 Section 20.01: The employer agrees to pay for and provide the employees with False
26 Arrest Insurance.

27 Section 20.02: The Employer agrees to pay for meals and expenses incurred by any
28

1 employee who is required to perform work outside the County of Rusk, Wisconsin, pursuant to
2 applicable resolution(s) adopted by the Rusk County Board of Supervisors concerning this
3 compensation.

4 Section 20.03: An employee's time off while attending schools, workshops, and duly
5 authorized law enforcement conferences is not to be charged to overtime, vacations or holidays,
6 but instead such days shall be considered as part of the normal and regular tour of duty.

7
8 **ARTICLE XXI – FUNERAL LEAVE**

9 Section 21.01: In case of death in the employee's immediate family (i.e., spouse,
10 mother, father, sister, brother, children, step children, step parents) the Employer shall grant
11 such employee three (3) days off with pay if the absence is the period from four (4) days before
12 to four (4) days after the funeral. In case of death in the employee's current mother-in-law,
13 father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparents, spouses'
14 grandparents, and grandchildren, or any relative residing with the employee in the same house,
15 the Employer shall grant such employee two (2) days off with pay if the absence is the period
16 from four (4) days before to four (4) days after the funeral. In all cases, the employee shall
17 immediately notify the Employer of any absence.

18 Funeral Leave shall not be paid if an employee is on vacation, or if such day is a paid
19 holiday; however, employees may use vacation time for Funeral Leave in addition to Funeral
20 Leave if such additional time is needed because of traveling, etc. Up to four (4) hours of straight
21 time pay may be allowed for any employee required to be a pallbearer, provided such employee
22 has lost any wages due to such requirement. If additional time is requested, it shall be applied
23 for as leave of absence without pay, as a request for use of comp time under Section 8.08 or as a
24 request for use of vacation under Section 14.02.

25
26 **ARTICLE XXII – WORKER'S COMPENSATION**

27 Section 22.01: In the event a bargaining unit employee is injured while at work, and as
28 a consequence of said injury, receives Worker's Compensation disability pay, the County will
29 supplement the difference between the disability payments and the employee's regular net pay,
30 subject to the provisions of this article. The Worker's Compensation payment shall be directed
31 to the County and the County will issue to the employee a check which includes the worker's

1 compensation benefits and the supplement pay. These provisions are subject to the following
2 restrictions:

- 3 (a) Full pay to an employee under the provisions of this Ordinance shall become due
4 only while disability pay is being received under the Worker's Compensation Act
5 and shall be paid for a period not to exceed one hundred eighty (180) days in the
6 aggregate during the time when Worker's Compensation disability pay is being
7 received.
- 8 (b) In the event that a Worker's Compensation claim is contested, full pay by the
9 County shall be held up until the claim is settled or an award made by the
10 Industrial Commission, at which time, the employee shall be entitled to receive, in
11 a lump sum, all his/her pay accumulated since the date of his/her injury, and such
12 sum shall not exceed said employee's full salary or wages for one hundred twenty
13 (120) days.
- 14 (c) During the period when an employee is entitled to full pay by Rusk County, under
15 the provisions of this Section, there shall be no deductions from Sick leave
16 allowance, overtime allowance, or vacation credit of such employee.

17
18 **ARTICLE XXIII – NO STRIKE**

19 Section 23.01: The Association agrees that during the term of this Agreement it will
20 not engage in, encourage, sanction, support, or suggest any strike, slow-down, mass resignation,
21 or mass absenteeism which would involve suspension or interference with the normal work of
22 the Department or other County departments. Any employee participating in these prohibited
23 activities may be discharged or otherwise disciplined by the Employer.

24
25 **ARTICLE XXIV – FMLA**

26 Section 24.01: Family and medical leave shall be provided pursuant to state and federal
27 law. Disputes over the interpretation of family and medical leave law provisions shall be
28 resolved through the appropriate state and federal procedures, rather than through arbitration.

29
30 **ARTICLE XXV – DURATION**

31 Section 25.01: No verbal statement shall supersede any provisions of this Agreement.

1 Any amendments or agreements supplemental hereto shall not be binding on either party unless
2 executed in writing by the parties hereto. This agreement shall be effective as of January 1, 2009,
3 and shall remain in full force and effect through December 31, 2011. Written notice of a desire to
4 modify this Agreement may be served by one party upon the other on or about **September 1st** in
5 the last year of the Agreement. Thereafter, the parties shall mutually agree to a date to
6 commence negotiations. Nothing herein shall prevent the parties from altering or amending, at
7 any time, any part hereof by mutual agreement. If the parties do not reach a successor
8 Agreement by the termination date of the contract, all conditions and benefits contained herein
9 shall continue on until the new Agreement is executed.

10

11

ARTICLE XXVI – SAVINGS CLAUSE

12

13

14

15

16

17

Section 26.01: If any Article or Section of this Agreement or Appendix therein should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of the Agreement and Appendices thereto shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such invalid Article or Section.

Signed this 25th day of FEBRUARY, 2009.

Rusk County

**Rusk County Sheriff's Department
Wisconsin Professional Police
Association/Law Enforcement
Employer Relations Division**

Randy Zaton
County Board Chair

[Signature]
Union President

Tom Costello
Personnel Committee Chair

[Signature]
Union Vice President

Denise LeVette
County Clerk

[Signature]
Labor Consultant, WPPA

EXHIBIT "A"

| | Ending Rate | 2% 1/1/2009 | 1% 9/1/2009 | 2% 1/1/2010 | 1% 9/1/2010 | 2% 1/1/2011 | 1% 9/1/2011 |
|--|------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|
| <u>INVESTIGATOR</u> | | | | | | | |
| Start | \$17.83 | \$18.44 | \$18.63 | \$19.00 | \$19.34 | \$19.73 | \$20.03 |
| After 1 year | \$20.04 | \$20.70 | \$20.91 | \$21.33 | \$21.69 | \$22.12 | \$22.44 |
| After 3 years | \$20.49 | \$21.15 | \$21.37 | \$21.79 | \$22.16 | \$22.61 | \$22.93 |
| <u>ROAD DEPUTY, DARE OFFICER, SCHOOL RESOURCE OFFICER, BAILIFF</u> | | | | | | | |
| Start | \$16.65 | \$17.24 | \$17.41 | \$17.76 | \$18.09 | \$18.45 | \$18.73 |
| After 1 year | \$18.89 | \$19.52 | \$19.72 | \$20.11 | \$20.47 | \$20.87 | \$21.18 |
| After 3 years | \$19.39 | \$20.03 | \$20.23 | \$20.64 | \$21.00 | \$21.42 | \$21.73 |
| <u>DISPATCH/JAILER</u> | | | | | | | |
| Start | \$16.39 | \$16.72 | \$16.88 | \$17.22 | \$17.39 | \$17.74 | \$17.92 |
| After 1 year | \$18.62 | \$18.99 | \$19.18 | \$19.57 | \$19.76 | \$20.16 | \$20.36 |
| After 3 years | \$18.94 | \$19.32 | \$19.51 | \$19.90 | \$20.10 | \$20.50 | \$20.71 |
| <u>OFFICE COORDINATOR/DEPUTY COMPUTER SPECIALIST</u> | | | | | | | |
| Start | \$14.96 | \$15.26 | \$15.41 | \$15.72 | \$15.88 | \$16.19 | \$16.36 |
| After 1 year | \$17.19 | \$17.53 | \$17.71 | \$18.06 | \$18.24 | \$18.61 | \$18.79 |
| After 3 years | \$17.52 | \$17.87 | \$18.05 | \$18.41 | \$18.59 | \$18.97 | \$19.16 |
| <u>DNR RATE</u> | \$13.37 | \$13.64 | \$13.77 | \$14.05 | \$14.19 | \$14.47 | \$14.62 |
| <u>JAIL ACCOUNT SPECIALIST</u> | | | | | | | |
| Start | \$14.65 | \$14.94 | \$15.09 | \$15.39 | \$15.55 | \$15.86 | \$16.02 |
| After 1 year | \$16.88 | \$17.22 | \$17.39 | \$17.74 | \$17.91 | \$18.27 | \$18.46 |
| After 2 years | \$17.21 | \$17.55 | \$17.73 | \$18.08 | \$18.27 | \$18.63 | \$18.82 |
| <u>RECEPTIONIST</u> | | | | | | | |
| Start | \$12.92 | \$13.18 | \$13.31 | \$13.58 | \$13.71 | \$13.99 | \$14.13 |
| After 1 year | \$13.51 | \$13.78 | \$13.92 | \$14.20 | \$14.34 | \$14.63 | \$14.77 |
| After 2 years | \$14.13 | \$14.41 | \$14.56 | \$14.85 | \$15.00 | \$15.30 | \$15.45 |

SERGEANTS shall receive forty cents (40¢) per hour premium in addition to the above rates.

CORPORALS shall receive twenty cents (20¢) per hour premium in addition to the above rates.

Employees who are promoted or transferred to a higher paying classification shall be placed on the lowest step in the new classification which provides the same or greater wage rate. Such employees shall be required to earn the additional years of experience in the new classification in order to advance to the next step.

LONGEVITY PAY

Effective January 1, 2003, employees shall receive longevity pay in addition to the above wage rates:

| | |
|--------------------------------|----------------|
| After 5 years of employment - | \$.05 per hour |
| After 10 years of employment - | \$.06 per hour |
| After 15 years of employment - | \$.07 per hour |
| After 20 years of employment - | \$.09 per hour |
| After 25 years of employment - | \$.10 per hour |

LETTER OF AGREEMENT

This Agreement is entered into by and between Rusk County ("County") and WPPA/LEER, for and on behalf of the Rusk County Deputy Sheriff's Association ("Association").

The parties hereby agree and stipulate to the following:

1. For the duration of this side Letter of Agreement, Article VIII – WORK WEEK, Section 8.06(d), of the Collective Bargaining Agreement between the parties shall be amended to read as follows:

Shift selection shall be bid by seniority semi-annually. Patrol deputies and dispatch/jailers may be assigned to a shift other than their bid shift for up to four (4) weeks maximum two (2) times per calendar year for the purpose of providing additional job skills training. When such reassignment is made, it shall be done so as to affect the least senior patrol deputies or dispatch/jailers. Gender may also be considered in making reassignments in the jail. The Sheriff or his designee will make the determination as to when such assignment is necessary.

2. This Agreement shall be non-precedential for any and all purposes.
3. This Agreement shall expire on December 31, 2011.
4. This Agreement shall be binding and effective as of the date of its execution by the parties.

ON BEHALF OF RUSK COUNTY

ON BEHALF OF WPPA/LEER, RUSK COUNTY DEPUTY SHERIFF'S ASSOC.

By: Tom Costello
Chair, Personnel Committee

By: [Signature]
Union President

Date: Mar 4, 2009

Date: 2-27-09

[Signature]
WPPA

1
2
3 **LETTER OF AGREEMENT**

4 This Agreement is entered into by and between Rusk County ("County") and WPPA/LEER, for
5 and on behalf of the Rusk County Deputy Sheriff's Association ("Association").

6 The parties hereby agree and stipulate to the following:

- 7
- 8 1. To date, the County has classified the positions of Deputy Computer Specialist and
9 Office Coordinator under the Wisconsin Retirement Systems as "protective occupation
10 participants." The County has reviewed the principal duties for these positions and
11 determined that these positions should no longer be classified as protective occupation
12 participants.
 - 13
 - 14 2. Effective January 1, 2009, the County will no longer classify the positions of Deputy
15 Computer Specialist and Office Coordinator under the Wisconsin Retirement Systems as
16 protective occupation participants.
 - 17
 - 18 3. Effective January 1, 2009, the County shall supplement the WRS contributions made for
19 the specific employees in the positions of Deputy Computer Specialist and Office
20 Coordinator in an amount equal to the difference between the contribution rate for
21 protective occupation participants and the contribution rate for general employees, not to
22 exceed each employee's maximum annual IRC § 415 (c) limitation. This supplemental
23 contribution shall be made only until such time as these employees leave their
24 employment with the County or obtain another position within the County. New hires
25 into these positions shall not receive this supplemental contribution.
 - 26
 - 27 4. This Agreement shall be non-precedential for any and all purposes.
 - 28
 - 29 5. This Agreement shall be binding and effective as of the date of its execution by the
30 parties.
- 31

32 **ON BEHALF OF RUSK COUNTY**

33 **ON BEHALF OF WPPA/LEER, RUSK**
34 **COUNTY DEPUTY SHERIFF'S**
35 **ASSOC.**

36
37 By: Tom Costello
38 Chair, Personnel Committee

39
40 By: [Signature]
41 Union President

42 Date: May 4, 2009

Date: 2-27-09

Alan Bg.
WPPA