

RESOLUTION NO. ____-20

**RATIFYING THE 2020-JUNE 30, 2021 COLLECTIVE BARGAINING AGREEMENT
BETWEEN SAUK COUNTY AND THE WISCONSIN PROFESSIONAL POLICE
ASSOCIATION (WPPA) L241 - SHERIFF'S DEPARTMENT SWORN UNIT**

Background: The existing collective bargaining agreement between Sauk County and WPPA L241 (Sheriff's Department Sworn Unit) expired on December 31, 2019. The Personnel Committee has negotiated a tentative agreement with WPPA L241 (attached hereto), for the terms of a successor agreement for the calendar dates of January 2020 through June 30, 2021. In accordance with Wisconsin Act 10, certain sworn law enforcement officers maintained collective bargaining rights pursuant to Wis Stats. 111.70/111.77.

The provisions of the tentative agreements reflect a commitment of Sauk County to remain competitive with the wage rates of neighboring counties, and the dedication of both parties to recruit and retain the highest quality employees for Sauk County. Therefore, the Personnel Committee, after careful consideration and review, believes the provisions of the tentative agreement as being in the best interest of Sauk County.

Fiscal Impact: ☐ None ☒ Budgeted Expenditure ☐ Not Budgeted

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors met in regular session, that the Sauk County Personnel Committee be and hereby is authorized and directed to sign on behalf of Sauk County a collective bargaining agreement incorporating the provisions of the tentative agreement, set forth in more detail in the attached summary.

For consideration by the Sauk County Board of Supervisors on July 21, 2020.

Respectfully submitted,

SAUK COUNTY PERSONNEL COMMITTEE

TOMMY BYCHINSKI

SHANE GIBSON

MARK "SMOOTH" DETTER

CARL GRUBER

TERRY SPENCER

		6 MONTHS*	
Fiscal Note:		2020	2021
Full-Time Equivalents		93.00	93.00
Wages, Overtime with Across-the-Board (ATB) Change		5,806,078	2,997,423
Wage-Related Benefits with ATB (FICA/Medicare, Retirement, Work Comp)		1,174,569	606,379
Health & Life Insurance		1,182,979	632,263
Clothing Allowance		<u>42,750</u>	<u>42,750</u>
Total Package Cost - Including Cost of Living Adjustment		8,206,376	4,278,814
Change from Prior Year Dependent on This Action		%	\$
Wages, Overtime with Across-the-Board (ATB) Change		1.77%	101,027
Wage-Related Benefits with ATB (FICA/Medicare, Retirement, Work Comp)		7.34%	80,341
Increase clothing allowance by \$50.00 for 93 people		0.41%	<u>4,650</u>
Total Change from Prior Year Dependent on This Action		2.74%	186,018
Health (2020=+3.90%, 2021=+6.90% est'd) & Life Insurance (increases not dependent on this action)		3.90%	<u>44,362</u>
Total Change from Prior Year		2.89%	230,379
Changes include:			
1/1/2020 +1.25% on all rates, 8/1/2020 +1.25% on all rates			
1/1/2021 +1.25% on all rates.			
*Contract expires 6/30/2021.			
No MIS impact			

**TENTATIVE AGREEMENTS
BETWEEN
SAUK COUNTY
AND WISCONSIN PROFESSIONAL POLICE ASSOCIATION L241
(SWORN UNIT)**

The 2018-2019 Collective Bargaining Agreement shall remain unchanged for an 18-month period commencing January 1, 2020, except as follows:

Deletions are indicated by: ~~Strikethrough~~

Additions and new language indicated by: **Shadow**

Any language not included in this offer is intended to remain unchanged.

9.01 - DEFINITION OF SENIORITY.

Seniority shall commence upon the most recent date of hire subject to the provisions of Article 10 (Wages and Hours of Work) hereof, and shall be based upon the actual length of continuous full-time service. All newly hired employees shall be considered probationary for the first ~~eighteen~~ **twelve (12)** (18) months of employment for the Security, ~~Patrol~~, and Detective Divisions. ~~and eighteen (18) months for the Patrol Division, on the completion of the period, the~~ Departmental seniority shall date back to the beginning of employment. The employer shall post a seniority list which shall show the name, classification, date of hire for all bargaining unit employees. Such roster shall be corrected and reposted July of each calendar year.

10.03 - COMPENSATORY TIME.

- a. Compensatory Time in Lieu of Overtime: Employees shall have the choice of overtime pay or compensatory time off in accordance with the provisions herein. Employees shall be able to accrue a maximum of forty (40.0) for 5/2 schedules and thirty-six (36.0) for 4/2 schedules hours of compensatory time. Compensatory time is paid at time and one half the straight time rate. Compensatory time will accrue to the employee's "bank" at the end of the employee's established work period. Compensatory time off shall be taken by mutual agreement between the employee and the Sheriff or his/her designee subject to the provisions of section 11.02(b). The scheduling of compensatory time shall be on a first come, first served basis.
- b. Compensatory Time Usage: Employees must request the use of compensatory time hours at least ten (10) business days in advance of its use. Employees' immediate supervisor may honor requests upon shorter notice. In no instance will the scheduling of compensatory time result in the department falling below the minimum staffing levels, as established by the Sheriff.
- c. Payout of Compensatory Time: **Any accumulated compensatory time as of the first pay period in November of any calendar year will be paid out to employees no later than the first paycheck in December of that year.** Upon termination, employees shall be paid the balance of their compensatory time bank at the rate equal to the employee's normal hourly rate. The appropriate rate of pay for the payout will be that which is in effect at the time of the payout.

- d. Rights of the Sheriff: Nothing contained herein shall be construed as to abrogate the constitutional or statutory rights of the Sheriff.

11.08 - PAID HOLIDAYS. Employees who work on holidays shall, at their option, be paid either time and one-half (1 ½) times plus straight time for all hours worked during a regularly scheduled shift, or receive a floating holiday compensatory time for (hours worked not to exceed 8.0 or 8.5) in lieu of being paid. Employees who do not work on holidays are entitled to the normal pay for the shift currently assigned as of that holiday. Employees who work shifts other than the five-day schedule shall have the following holidays:

- New Year's Day
- Martin Luther King Jr Day
- Four (4) hours on Good Friday
- Easter
- Memorial Day
- Fourth of July
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Four (4) hours on Christmas Eve
- Christmas Day
- New Year's Eve

All employees are eligible for holiday pay. Holiday pay will not be granted for holidays occurring during a vacation. Such employees will be entitled to another vacation day. If a holiday falls during a time an employee is scheduled to work but is on sick leave, he/she shall receive holiday pay and not be charged sick leave for that day.

Employees who work a five-day schedule shall have the following holidays in lieu of those enumerated above for other employees:

- New Year's Day
- Martin Luther King Jr Day
- Good Friday
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- Friday following Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve

14.07 - CLOTHING ALLOWANCE. The Employer agrees all employees classified as Deputies assigned to Patrol or Detective shall receive five hundred and fifty dollars (\$550.00) ~~(\$500.00)~~ per year for a clothing allowance and clothing maintenance allowance. The Employer further agrees that employees classified as Deputy-Security (Jailer) shall receive four hundred dollars (\$400.00) ~~three hundred and fifty dollars (\$350.00)~~, and any Deputy Security (Jailer) required to be weapons certified shall receive an additional one-hundred dollars (\$100.00); the clothing allowance (hereinafter "allowance") shall be available throughout the year on a voucher basis through vendors selected by the County. Employees participating in either the Emergency Response Team (ERT) or Dive Team (special appointments) will receive an additional one hundred dollars (\$100) for required uniform items as approved by the Chief Deputy or designee.

OTHER ITEMS

1. Extend the memorandum of understanding for 12 hour shifts for the Patrol Division through June 30, 2021.
2. Across the board (ATB) increase all rates, all classifications for 2020:
 - a. Effective January 1, 2020 – 1.25%;
 - b. Effective with the pay period that includes August 1, 2020 – 1.25%;
3. Across the board (ATB) increase all rates, all classifications for 2021:
 - a. Effective January 1, 2021 – 1.25%

SAUK COUNTY RESERVES THE RIGHT TO ADD TO, DELETE FROM AND/OR OTHERWISE MODIFY ANY OF THESE PROPOSALS DURING THE COURSE OF NEGOTIATIONS WITHOUT PREJUDICE AND WITHOUT PRECEDENT. IN ADDITION, EACH ELECTED OFFICIAL RESERVES THE RIGHT TO VOTE AS THEY DEEM APPROPRIATE IN CONSIDERATION OF THE RATIFICATION OF ANY TENTATIVE AGREEMENT BROUGHT TO THE COUNTY BOARD FOR A SUCCESSOR AGREEMENT.