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RESOLUTION #

Resolution to Ratify the July 1, 2021 – December 31, 2023, Collective Bargaining Agreement Between Sauk County and the Wisconsin Professional Police Association (WPPA) L241-Sheriff's Department Sworn Unit

Resolution offered by the Personnel and Insurance Committee

Resolved by the Board of Supervisors of Sauk County, Wisconsin: July 19, 2022

BACKGROUND:

The existing collective bargaining agreement between Sauk County and WPPA L241 (Sheriff's Department Sworn Unit) expired on June 30, 2021. The Personnel and Insurance Committee has negotiated a tentative agreement with WPPA L241 (attached hereto), for the terms of a successor agreement for the calendar dates of July 1, 2021 through December 31, 2023. In accordance with Wis Stats. 111.70/111.77, certain sworn law enforcement officers maintain collective bargaining rights.

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

THEREFORE, BE IT RESOLVED, the Sauk County Personnel and Insurance 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.

Approved for presentation to the County Board by the Personnel and Insurance Committee, this 11th day of July, 2022

Consent Agenda Item: ☐ YES ☒ NO

Fiscal Impact: ☐ None ☒ Budgeted Expenditure ☐ Not Budgeted

Vote Required: Majority = _____ 2/3 Majority = _____ 3/4 Majority = _____

The County Board has the legal authority to adopt: Yes _____ No _____ as reviewed by the Corporation Counsel, _____, Date:

_____ .

43 Offered and passage moved by:

Supervisor Carl Gruber

44
45 _____
46 Supervisor Terry Spencer

Supervisor Peter Kinsman

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49 _____
50 Supervisor Robert Prosser

Supervisor Jake Roxen

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Fiscal Note:

	<u>2021*</u>	<u>2022</u>	<u>2023</u>
Full-Time Equivalents	93	93	93
Wages, Overtime with Across-the-Board (ATB) Change	5,920,720	6,098,075	6,230,200
Wage-Related Benefits with ATB (FICA/Medicare, Retirement, Work Comp)	1,212,563	1,276,937	1,378,120
Health & Life Insurance	<u>1,331,788</u>	<u>1,423,590</u>	<u>1,550,172</u>
Total Package Cost With Cost of Living Adjustment	8,465,071	8,798,602	9,158,492
Change from Prior Year Dependent on This Action	% \$	% \$	% \$
Wages, Overtime with Across-the-Board (ATB) Change	1.75% 101,831	3.00% 177,355	2.17% 132,125
Wage-Related Benefits with ATB (FICA/Medicare, Retirement, Work Comp)	3.01% <u>35,402</u>	5.31% <u>64,373</u>	7.92% <u>101,183</u>
Total Change from Prior Year Dependent on This Action	1.96% 137,233	3.39% 241,728	2.65% 233,308
Health (2021=+3.90%, 2022=+6.90%, 2023=+8.90% est'd)	3.90% 49,941	6.89% 91,802	8.89% 126,582
& Life Insurance (increase not dependent on this action)			
Total Change from Prior Year	2.26% <u><u>187,173</u></u>	3.94% <u><u>333,531</u></u>	4.09% <u><u>359,890</u></u>

Changes include:

1/1/2021 +1.25% on all rates (previous contract)

7/1/2021 +1.00% on all rates

1/1/2022 +1.00% on all rates, and adjust step progression

7/1/2022 +1.00% on all rates

1/1/2023 +2.00% on all rates

12/1/2023 +2.00% on all rates

*2021 includes previous contract that expired 6-30-2021 and this agreement

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58
59 MIS Note: No MIS impact.
60

2.01 - RECOGNITION. The municipal employer recognizes WPPA L241 as the exclusive bargaining representative of all employees of the Sheriff's Department excluding the positions of Sheriff, Chief Deputy, Captain, Lieutenant, Sergeant, Communications Supervisor, Office Manager, Clerk, Telecommunicator, Administrative Assistant-Jail, Administrative Services Supervisor, temporary and part-time employees working six hundred (600) hours per year or less as the appropriate unit for purposes of collective bargaining with respect to wages, hours and working conditions of employment pursuant to the unit of clarification by the WERC, Case 172 No. 68097 ME-4174 and the Memorandum of Understanding dated December 11, 2009, which splits WPPA L241 in a sworn and non-sworn unit.

Comment: removed Financial Analyst

3.03 - SMOKE, ALCOHOL, AND DRUG FREE WORKPLACE. The Union recognizes that Sauk County is a smoke, alcohol, and drug free workplace and will be consistent with policies set forth in 13.055, 13.056, and 13.057 of Chapter 13 of the Sauk County Code of Ordinances.

Comment: removed old ordinance sections

9.08 - PROMOTION/JOB TRANSFER. A promoted or transferred employee shall serve an introductory period of eighteen (18) months for the Security, Patrol, and Detective Divisions.

10.01 - CONTRACT WAGE RATES. Salary and classifications listed in Addendum "A" (wage rates):

- a. Effective with the pay period that includes July 1, 2021 – 1.0% ATB (all divisions)
- b. January 1, 2022 – 1.0% ATB (all divisions)
- c. January 1, 2022 – 0.5% ATB (all divisions) for Step 5 only
- d. Effective with the pay period that includes July 1, 2022 – 1.0% ATB (all divisions)
- e. January 1, 2023 – 2.0% ATB (all divisions)
- f. Effective with the pay period that includes December 1, 2023 – 2.0% ATB (all divisions)

Backpay shall apply to members of the bargaining group currently on the payroll as of union ratification and those who have retired per Wisconsin Retirement System (WRS) guidelines, as well as those who remain employed with the Sheriff's Office in another capacity.

10.03 - COMPENSATORY TIME.

a. Security and Detective Divisions

- i. Compensatory Time in Lieu of Overtime: Employees of the Security and Detective Divisions 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.

- ii. 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.

b. Patrol Division

i. Compensatory Time in Lieu of Overtime: Employees of the Patrol Division 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 twenty-four (24.0) 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(d). The scheduling of compensatory time shall be on a first come, first served basis.

ii. Compensatory Time Usage: Patrol Division employees may use compensatory time in increments not to exceed four (4) hours, used exclusively to leave their shift early or arrive to shift late. In no instance will the scheduling of compensatory time result in the department falling below the minimum staffing levels, as established by the Sheriff.

Payout of Compensatory Time: Any accumulated compensatory will be paid out to employees no later than the last paycheck in December of that year. Compensatory time shall not be accumulated from the end of the pay period of the next-to-last check date in December through the end of the year. Compensatory time can be accumulated again upon the new 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.

Comment: removed first check in November

10.05 - MEALS.

a. Security and Detective Division employees are entitled to a forty (40) minute lunch during his/her normal shift. Any employee required to extend his/her normal shift beyond ten (10) hours shall be entitled to a second meal break. Subject to reasonable administrative regulations, employees working on the road during the third shift may be allowed to take their meals at their home.

b. Patrol Division employees are entitled to two (2) 30-minute breaks for each 12-hour shift worked, and one (1) 30-minute break for each 8-hour shift worked.

10.08 TWELVE (12) HOUR SHIFT SCHEDULE/ROTATION. Members of the patrol division shall have a 12-hour shift schedule/rotation. The 12-hour shift schedule/rotation shall consist of four (4) teams. [Days A, Days B, Nights A, Nights B] Days A and B will work a split shift of [5am-5pm/6am-6pm] and Nights A and B will work a split shift of [5pm-5am/6pm-6a m]. Days A and B and Nights A and B schedules shall be opposite "days-on" and "days-off" from each other on the following fourteen (14) day rotation:

- 148 a. 2 on- 2 off/ 3 on- 2 off/ 2 on-3 off during a 14-day cycle (i.e., Mon-Tues ON-- Weds-Thurs OFF /
149 Fri-Sat-Sun ON - Mon-Tues OFF/ Wed-Thurs ON-Fri-Sat-Sun OFF)
150 b. An officer's "shift working date" is the actual date the shift begins.
151 c. One eight (8) - hour day will be implemented into the fourteen (14) day rotation for each Deputy.
152 This 8-hour day will be flexible for training, special team call outs and other assignments.
153 Management reserves the right to adjust the 8-hour day with a five (5) day notice. Management
154 will assign the short days.
155 d. Shift Differential: Night Shift A and B [5pm-5a m/6pm-6a m] shall receive shift differential (\$.25
156 cents an hour) as provided for in Article 10, Section 10.06.
157 e. Excluding exigent circumstances, deputies shall take a minimum of eight (8) continuous hours of
158 rest in each 24-hour period.
159

160 **10.09 ORDER-INS.** When staffing levels for the patrol division are below the number deemed necessary
161 for any reason, including but not limited to: staffing shortages, immediate emergency shortages, special
162 events, etc. and the needs are not met voluntarily, the patrol division call in list will be utilized for order-
163 in. Order-in procedures will follow as:

- 164 a. Each shift and stack will be an exclusive order-in list. (Days A, Days B, Nights A, Nights
165 B).
166 b. Order-ins for deputies will be rotating based on reverse seniority in their designated
167 stacks.
168 c. Deputies are subject to order-ins on their regular days off.
169 d. Deputies can fulfill their "turn" in the order-in rotation by volunteering or being ordered
170 to work a minimum of 2 hours in a patrol function. This does not include volunteering for
171 special details.
172 e. Deputies will get one "Pass" per calendar year
173

174 **10.10 CANINE HANDLER SCHEDULE.** The canine handler(s) shall end assigned shifts (1) hour earlier
175 for each 12-hour shift in order to work an eleven (11) - hour shift to accommodate care of K-9. The canine
176 handler(s) shall end assigned shifts (1) hour earlier for each 8-hour shift worked in order to work a 7-hour
177 shift to accommodate care of K-9.

178 **11.01 - VACATION ACCRUAL.** All employees covered by this Agreement shall be entitled to one (1)
179 week of vacation after six (6) months of service. Employees shall be entitled to an additional week after
180 twelve (12) months and two (2) weeks after each additional year up to seven (7) years of service and three
181 (3) weeks of vacation after seven (7) years. One (1) additional day of vacation shall be granted for each
182 year of employment after eight (8) years but not to exceed four (4) weeks. The workweek under this section
183 shall be defined as applying only to six (6) working days and two (2) days off. Full time employees shall
184 accrue vacation on a basis of the shift they are assigned to work during the period of accrual, either 8 hour
185 or 8.5 hours. Full time members of the patrol division shall accrue vacation in eight (8) hour increments.
186 Vacation is accrued to the employee in hourly increments when earned, however vacation may not be used
187 until the employee is eligible to use such vacation as indicated above.

188 **Comment: reduced from eight (8)**
189

190 **11.02 - VACATION AND COMPENSATORY TIME APPROVAL.**

- 191 a. Vacation schedules must be approved by the department head. In the event that two (2) or
192 more applications for the same vacation period are submitted simultaneously, seniority shall

prevail, otherwise vacation slots shall be on a first-come, first-preference basis. Availability of personnel and overtime costs being recognized as managerial concerns, it is understood that, while management will not always be able to grant every request, no other criteria will be arbitrarily introduced as deciding factors in the vacation or compensatory time off approval decision-making process

- b. Vacation or compensatory time off days in the detective division may be granted to one employee within the division, per shift, on the same date(s) at the discretion of the immediate supervisor..
- c. In the Security Division (Jail), vacation leave will be granted on the basis of minimum staffing levels when court is not in session; minimum staffing plus one when court is in session.
- d. In the Patrol Division, vacation leave may be used in increments up to and including twelve (12) hours. Between Labor Day and Memorial Day, when one employee is already approved for vacation, a second employee may be considered for vacation time. The second employee shall request vacation per departmental procedures and shall be notified of the status of the request within four (4) calendar weeks of the request. Management retains the right to recall the vacation approval within forty-eight (48) hours of the shift start. Employee's immediate supervisor may honor requests upon shorter notice, if possible. No vacation will be granted on weekends from the Friday of Memorial Weekend to the Monday of Labor Day Weekend with the exception of one (1) 12-hour day per employee. For the purpose of this agreement, weekends are defined as Friday starting at 5 AM until Monday at 5:00 AM.
- e. In the event a vacation request cannot be approved, the employee may:
 - i. Trade a shift with another qualified employee (Note: members of the patrol division shall not owe more than thirty-six (36) hours in shift trades combined); or
 - ii. As a last resort, make a written appeal to the Sheriff or designee.
- f. Any employee using a vacation day in conjunction with his or her assigned days off will not be subject to order-in while observing said days off or vacation days, but will remain "first-up" on an order-in list upon his or her return to duty.

11.05 - VACATION CARRYOVER. Employees have the ability to carry over a maximum of forty-two and one-half (42.5) hours of vacation pay to the ensuing calendar year; provided the hours carried over are used by the end of the anniversary service month and will not be paid out. Members of the patrol division have the ability to carry over a maximum of thirty-six (36) hours. Vacations are not accumulative and should be completed during the twelve (12) month period following the anniversary date.

11.08 - PAID HOLIDAYS. Security Division 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. Patrol Division employees who work on holidays shall be paid time and one-half (1 ½) times plus eight (8) hours of holiday pay at straight time, with the exception of Good Friday and Christmas Eve will be four (4) hours of holiday pay at straight time and cannot receive a floating holiday. Security and Detective Division employees who do not work on holidays are entitled to the normal pay for the shift currently assigned as of that holiday. Patrol Division employees who do not work on holidays are entitled to 8.0 hours of their normal pay. 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
- Four and one half (4.5) hours on Christmas Eve
- Christmas Day
- New Year's Eve

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

239 Employees who work a five-day schedule shall have the following holidays in lieu of those enumerated
 240 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

241 **12.02 - SICK LEAVE CREDIT.** Sick Leave Credits may be accrued as follows:

242 1) All Sheriff's Department employees being represented for whom vacation periods are provided
 243 shall be given sick leave with pay at the rate of one (1) day, or eight(8) hours, of sick leave for
 244 each completed calendar month of compensated service. The term "each completed calendar
 245 month of compensated service" shall be construed to mean any calendar month in which the
 246 employee has completed thirteen (13) days of compensated service. This definition applies to all
 247 employees of the Sheriff's Department engaged in service of the County except part-time and
 248 seasonal employees or employees who are on a per diem basis. Upon the completion of the first
 249 six months of continuous employment, employees of this bargaining group may utilize accrued
 250 sick leave balances. Members of the Patrol Division may use sick leave in increments up to and
 251 including twelve (12) hours.

252 2) No employee shall be credited with an accumulation of more than one hundred and twenty (120)
 253 days of sick leave credits at any time. Employees regularly working the twelve (12) hour rotation
 254 shall not exceed 1,020 hours in their accrual bank. No employee shall be permitted to take more
 255 than one hundred and twenty (120) days of sick leave in any one (1) calendar year. Employees
 256 shall not be required to use sick leave in case of an on-the-job injury. Any employee having unused
 257 sick leave on the date of retirement, provided the employee has reached age fifty (50) if employed
 258 in a protective occupation as classified by the Wisconsin Retirement System, or age fifty-five (55)
 259 if employed in a non-protective occupation as classified by the Wisconsin Retirement System, and

the employee qualifies for an annuity under the Wisconsin Retirement System, shall be able to either:

- a. Employees hired on or after January 1, 2017, shall be able to receive sixty (60%) of the cash value of the employee's accrued sick leave paid to the employee less applicable deductions;
 - b. Employees hired on or before December 31, 2016, shall be eligible to convert seventy (70.0%) thereof to purchase continuing health insurance under the County's Employee Health Insurance Plan; or,
 - c. The employee may, at his/her discretion, receive one hundred percent (100%) the cash value of the conversion privilege in lieu of any right to further participation in the County's Employee Health Insurance Plan; the choice is irrevocable and must be made upon notice of intent to retire.
- 3) Any employee who has accumulated one hundred twenty (120) days of sick leave will have a Special Catastrophic Sick Leave Account established for his/her personal benefit; additional sick leave will be accredited to this account at the rate of one-half (1/2) day for each completed calendar month of compensated service during which the employee has maintained one hundred twenty (120) days of accumulated regular sick leave. The Special Catastrophic Sick Leave Account may only be drawn from to cover eligible absences under Section A above, where the employee has previously exhausted all accumulated regular sick leave. Sick leave credited to this special account may only be used for medically documented, eligible absences and shall not be used in any other manner for any purpose, whatsoever.
- 4) In the event an active employee dies, sick leave will be paid out to the beneficiaries of the employee at a rate of 100%.

12.05 - BEREAVEMENT LEAVE. Employees shall be entitled to bereavement leave in the event of the death of an employee's spouse, child, parent, brother, sister, stepparent, stepchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandparent of spouse, or grandchild. This leave is separate from any benefit accruals and if additional leave time is required beyond that specified in this section, the additional leave time may be taken and deducted from the employee's vacation or compensatory time. Payment for bereavement leave shall only be for days lost from the regular schedule of the employee. The employee may be required to furnish proof satisfactory to the county of the death and relationship to the deceased. Members of the patrol division shall be entitled to two (2) days of bereavement leave per occurrence, members of the security and detective divisions shall be entitled to three (3) days of bereavement leave per occurrence.

Comment: amended from funeral leave

14.01 Longevity.

Effective January 1, 2022, employees shall receive longevity pay in accordance with Table B.

Table B.

Longevity Period	Step
Hiring (was hiring)	Step 1

2 years (was 24 month)	Step 2
3 years (was 5yrs)	Step 3
6 years (was 10yrs)	Step 4
8 years (was 15yrs)	Step 5

15.02 - EFFECTIVE DATES. This Agreement shall become effective as of July 1, 2021 and shall remain in full force and effect until and including December 31, 2023, and shall be automatically renewed from year to year thereafter unless negotiations are initiated by either prior to July 1, 2023, or any first day of July of any effective year of this Agreement thereafter.

APPENDIX A – WAGES

Pay Period that Includes July 1, 2021 (1.00% ATB, All Divisions)

Grade	Position Title	Step 1 (Hiring)	Step 2 (12 month)	Step 3 (24 month)	Step 4 (5 years)	Step 5 (10 years)	Step 6 (15 years)
1	Deputy Security	\$23.02	\$24.84	\$25.35	\$26.34	\$26.88	\$27.72
2	Deputy Patrol	\$25.99	\$26.55	\$27.58	\$28.94	\$30.42	\$31.68
3	Detective	\$27.58	\$28.14	\$29.00	\$30.13	\$31.27	\$32.69

January 1, 2022 (1.00% ATB, restructure, 0.50% for Step 5, All Divisions)

Prior 2022	Step 1 (Hiring)	Step 2 (12 month)	Step 3 (24 month)	Step 4 (5 years)	Step 5 (10 years)	Step 6 (15 years)
January 1, 2022	Hiring (Was Hiring)	2 years (was Step 3, 24 months)	3 years (was Step 4, 5 years)	6 years (was Step 5, 10 years)	8 years (was Step 6, 15 years)	ELIM

Grade	Position Title	Step 1 (Hiring)	Step 2 (2 years)	Step 3 (3 years)	Step 4 (6 years)	Step 5 (8 years)
1	Deputy Security	\$23.25	\$25.60	\$26.60	\$27.15	\$28.14
2	Deputy Patrol	\$26.25	\$27.86	\$29.23	\$30.72	\$32.16
3	Detective	\$27.86	\$29.29	\$30.43	\$31.58	\$33.18

Pay Period that Includes July 1, 2022 (1.00% ATB, All Divisions)

Grade	Position Title	Step 1 (Hiring)	Step 2 (2 years)	Step 3 (3 years)	Step 4 (6 years)	Step 5 (8 years)
1	Deputy Security	\$23.48	\$25.86	\$26.87	\$27.42	\$28.42
2	Deputy Patrol	\$26.51	\$28.14	\$29.52	\$31.03	\$32.48
3	Detective	\$28.14	\$29.58	\$30.73	\$31.90	\$33.51

January 1, 2023

(2.00% ATB, All Divisions)

Grade	Position Title	Step 1 (Hiring)	Step 2 (2 years)	Step 3 (3 years)	Step 4 (6 years)	Step 5 (8 years)
1	Deputy Security	\$23.95	\$26.38	\$27.41	\$27.97	\$28.99
2	Deputy Patrol	\$27.04	\$28.70	\$30.11	\$31.65	\$33.13
3	Detective	\$28.70	\$30.17	\$31.34	\$32.54	\$34.18

Pay Period that Includes December 1, 2023

(2.00% ATB, All Divisions)

Grade	Position Title	Step 1 (Hiring)	Step 2 (2 years)	Step 3 (3 years)	Step 4 (6 years)	Step 5 (8 years)
1	Deputy Security	\$24.43	\$26.91	\$27.96	\$28.53	\$29.57
2	Deputy Patrol	\$27.58	\$29.27	\$30.71	\$32.28	\$33.79
3	Detective	\$29.27	\$30.77	\$31.97	\$33.19	\$34.86