

**SAUK COUNTY OFFER  
TO  
WISCONSIN PROFESSIONAL POLICE ASSOCIATION  
LAW ENFORCEMENT EMPLOYEE RELATIONS  
LOCAL 241  
September 5, 2023**

The July 1, 2021 - 2023 Collective Bargaining Agreement shall remain unchanged for a three-year period commencing January 1, 2024 except as follows:

Deletions are indicated by: ~~Strikethrough~~

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

1. Fair and equitable wage increase effective the first pay period to include January 1, 2024.
  - a. Effective January 1, 2024, 6.0% on all rates and increase Step 5 (8 years) by \$.50;
  - b. Effective January 1, 2025, 6.0% on all rates and increase Step 5 (8 years) by \$.50;
  - c. Effective January 1, 2026, 6.0% on all rates and increase Step 5 (8 years) by \$.25.

**4.06 COLLECTIVE BARGAINING.** If collective bargaining sessions are conducted for a successor agreement during the normal working hours of bargaining committee members at the request of the Employer, up to five (5) such members from separate divisions (patrol, jail and detective), with a maximum of two (2) per division, shall suffer no reduction in pay for up to five (5) bargaining sessions. **TA 9/20/2023**

**7.01 - NON-DISCRIMINATION.** The Employer and the Union agree that there shall be no discrimination against any employees or prospective employees because of race, creed, color, age, sex/gender, national origin, sexual orientation, ancestry, marital status, gender identity, genetic testing, pregnancy or childbirth, military service, ~~handicapping conditions~~ disability, or any other characteristic protected by state or federal law. It is and shall be the policy of the Employer and the Union to treat all employees equally. Because discrimination complaints are processed through state and federal agencies and courts, they are not grievable under this agreement. **TA 8/22/2023**

**9.02 - JOB POSTINGS.** The Employer agrees that when a position becomes available that would be a promotional opportunity for existing employees, the following steps shall be followed:

1. Vacancies shall be posted.
2. Qualified existing employees shall be allowed to take any accredited tests given for said position.
3. Existing employees shall be given preference in filling open positions over external applications, all other things being equal.

All vacant sworn bargaining unit positions not filled by the posting process shall be filled from an established position eligibility list in accordance with the provisions set forth by the Human Resources Department.

The Employer further agrees that when a position becomes available that is an opportunity for an existing employee to change a shift assignment, the following steps shall be followed:

1. Vacancies shall be posted.

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2. Qualified existing employees shall be allowed to express their interest in vacancy.
3. Vacancy shall be filled with the senior qualified bidder from employees within the classification and division. Thereafter remaining vacancies shall be posted and shall be filled with the most senior qualified bidder within the balance of the sworn bargaining unit.

Furthermore: Any employee posting into another position classification shall remain on the step they are on when moving into the new position.

The Sheriff reserves the right to post vacant positions externally in conjunction with the language contained in Article 9.02. The Electronic Monitoring Deputy position shall be appointed by the Sheriff.

~~The Employer agrees that when a regular position authorized by Sauk County, becomes vacant and is not refilled through the bidding process, the notice of the job opening shall be posted and qualified employees shall be allowed to take any accredited tests given for said position, and existing employees shall be given preference in making promotions, all other things being equal. Vacancies shall be posted first and shall be filled with the senior qualified bidder from employees within the classification and division. Thereafter remaining vacancies shall be posted and shall be filled with the most senior qualified bidder within the balance of the sworn bargaining unit. All vacant sworn bargaining unit positions not filled by the posting process shall be filled from an established position eligibility list in accordance with the provisions set forth in Chapter 13 of the Sauk County Code of Ordinances. Furthermore: Any employee posting into another position classification shall remain on the step they are on when moving into the new position.~~

~~The Sheriff reserves the right to post vacant positions externally in conjunction with the language contained in Article 9.02.~~ **TA 8/22/2023**

**10.04 CALL-IN.** All employees covered by this Agreement shall respond to a call to work outside of their regular schedule of hours, by their department head or others designated by the department head. A minimum of two (2) hours at time and one-half (1 1/2) ~~times~~ pay shall be granted to any employee who is requested to report outside his/her regular schedule of hours or who reports to work as scheduled and is sent home... **TA 8/22/2023**

**10.06 - SHIFT DIFFERENTIAL.** Sauk County agrees that a shift differential shall be paid as follows, except for employees who are working in accordance with a regular shift which starts after 6:00 AM and finishes by 5:00 PM; ~~any employee actually working between 2:30 PM and 11:00 PM shall receive an additional twenty cents (\$.20) per hour; any employee actually working a regular shift starting at or after 10:30 PM, or otherwise actually working after 11:00 PM, shall receive an additional twenty five cents (\$.25) per hour from such time until 7:00 AM (or 9:00 AM for an employee working a regular shift lasting until 9:00 AM) for hours actually worked.~~ The additional amount paid as shift differential shall not be pyramided in any manner.

2:30pm – 11:00pm – shall receive ~~an additional~~ \$.20 per hour

10:30pm – 7:00am\* – shall receive ~~an additional~~ \$.25 per hour

Night Shift A and B (5:00pm-5:00am/6:00pm-6:00am) – shall receive ~~an additional~~ \$.25 per hour

Noon – Midnight – Patrol shall receive ~~an additional~~ \$.20 per hour **TA 9/5/2023**

**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

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schedules shall be opposite "days-on" and "days-off" from each other on the following fourteen (14) day rotation:

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 / Fri-Sat-Sun ON - Mon-Tues OFF/ Wed-Thurs ON-Fri-Sat-Sun OFF)

b. An officer's "shift working date" is the actual date the shift begins.

c. One eight (8) - hour day will be implemented into the fourteen (14) day rotation for each Deputy. This 8-hour day will be flexible for training, special team call outs and other assignments. Management reserves the right to adjust the 8-hour day with a five (5) day notice. Management will assign the short days.

~~d. Shift Differential: Night Shift A and B [5pm - 5a m/6pm - 6a m] shall receive shift differential (\$.25 cents an hour) as provided for in Article 10, Section 10.06.~~

d. Excluding exigent circumstances, deputies shall take a minimum of eight (8) continuous hours of rest in each 24-hour period. **TA 9/5/2023**

**10.09 ORDER-INS.** When staffing levels for the patrol and security division are below the number deemed necessary for any reason, including but not limited to: staffing shortages, immediate emergency shortages, special events, etc. and the needs are not met voluntarily, these patrol division call in lists will be utilized for order-in.

**Patrol Division** - Order-in procedures will follow as:

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

**Security Division** - All posted and voluntary overtime will be filled on a straight seniority basis. A Deputy volunteering for a full shift will be given preference over partial shift volunteers.

It is understood that occasionally situations occur requiring management to immediately fill staffing needs and proceed straight to the order-in procedure.

**Order-in procedures for the security division will follow as:**

- a. Each shift will be an exclusive order-in list.
- b. Order-in's for Deputies will be rotating, based on reverse seniority, on their assigned shift.
- c. Deputies can fulfil their turn and drop to the bottom of the order-in rotation, by volunteering or being ordered to work a minimum of 2 hours. This does not include volunteering for special details.
- d. Credit for volunteering, or being ordered, does not accumulate and only serves to move the Deputy to the bottom of the order-in rotation.

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- e. Deputies will get 2 passes per calendar year; one pass may be utilized January thru June and the second pass may be utilized July thru December.
- f. Deputies newly assigned to a shift will be placed at the top of the order-in rotation.

While Security Deputies will be provided access to view the order-in lists and may assist in making calls for overtime/order-in, any modifications to the lists will be made by Security Division Supervisors. Deputies are responsible for notifying their supervisor about credit for overtime worked. **TA 9/5/2023**

**10.10 CANINE HANDLER SCHEDULE.** ~~The canine handler(s) shall end assigned shifts one (1) hour earlier for each 12-hour shift in order to work an eleven (11) hour shift to accommodate care of K-9. The canine handler(s) shift shall be shortened by one (1) hour at the beginning or end of the shift shall end assigned shifts one (1) hour earlier for each eight (8) hour shift worked in order to work a seven (7) hour shift to accommodate care of K-9.~~ **TA 9/5/2023**

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

b. Vacation or compensatory time off days in the detective division may be approved for up to two (2) employees total at the discretion of the division head, or their designee, and with that availability of personnel and overtime costs being recognized as managerial concerns. It is understood that, while management may not always be able to grant every request, no other criteria will be arbitrarily introduced as deciding factors in the vacation approval decision making process. The Sheriff or designee may approve more than two (2) employees for vacation or compensatory time off days on a case by case basis in considering the reasonableness and need for the request.

~~granted to one employee within the division, per shift, on the same date(s) at the discretion of the immediate supervisor....~~

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 up to three (3) 12-hour days which shall be taken consecutively ~~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. **TA 9/5/2023**

#### **11.04 - HOLIDAY DURING A VACATION.**

- a. If a holiday falls during the vacation period, an employee will be compensated for the holiday and not use a day of vacation. ~~extra day of vacation will be granted...~~ **TA 8/22/2023**

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**12.02 SICK LEAVE CREDIT.** For any employee hired after December 31, 2023. Sick Leave Credits may be accrued as follows:

- 1) All Sheriff's Department employees being represented for whom vacation periods are provided shall be given sick leave with pay at the rate of one (1) day, or eight (8) hours, of sick leave for each completed calendar month of compensated service. The term "each completed calendar month of compensated service" shall be construed to mean any calendar month in which the employee has completed thirteen (13) days of compensated service. This definition applies to all employees of the Sheriff's Department engaged in service of the County except part-time and seasonal employees or employees who are on a per diem basis. Upon the completion of the first six months of continuous employment, employees of this bargaining group may utilize accrued sick leave balances. Members of the Patrol Division may use sick leave in increments up to and including twelve (12) hours.
- 2) No employee shall be credited with an accumulation of more than one hundred and twenty (120) days of sick leave credits at any time. Employees regularly working the twelve (12) hour rotation shall not exceed 1,020 hours in their accrual bank. No employee shall be permitted to take more than one hundred and twenty (120) days of sick leave in any one (1) calendar year. Employees shall not be required to use sick leave in case of an on-the-job injury. Any employee having unused sick leave on the date of retirement, provided the employee has reached age fifty (50) if employed in a protective occupation as classified by the Wisconsin Retirement System, or age fifty-five (55) 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. All employees shall be able to receive seventy (70.0%) of the cash value of the employee's accrued sick leave paid to the employee less applicable deductions; or,
  - b. All employees shall be eligible to convert seventy (70.0%) thereof to participate in a Health Reimbursement Arrangement (HRA). ~~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...~~

For any employees hired before January 1, 2024. Sick Leave Credits may be accrued as follows:

- 1) All Sheriff's Department employees being represented... **TA 9/5/2023**

**12.05 - BEREAVEMENT LEAVE.** Employees shall be entitled to bereavement leave to attend an event related to the death of an employee's spouse, child (including an unborn child after 20 weeks of gestation), 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. In the event an employee's circumstances, familial relationships or other personal circumstances are unique and not addressed in this bereavement leave policy yet warrant time as anticipated by this policy, the Sheriff or Chief Deputy may grant an exception... **TA 9/5/2023**

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**12.09 - JURY DUTY/SUBPOENAED WITNESS LEAVE.** ~~Employees called for jury duty or as a subpoenaed witness shall be entitled to receive lost pay provided they deposit any compensation received for such duty, excluding mileage allowance, with the Employer and receive a receipt for said deposit.~~ Employees called for jury duty or as a subpoenaed witness shall be entitled to receive compensation equal to what the employee would have earned if not called for jury duty provided that the employee deposits any compensation received for such duty, excluding mileage allowance, with the Finance Department, and receive a receipt for said deposit. **TA 8/22/2023**

**14.11 TRAVEL TIME.** The parties recognize that employees may be required to attend mandatory training. As used in this section, mandatory training means any training that the employee is ordered by Sheriff's Department Administration to attend. ~~The Sheriff's Department recognizes one-hour commute as a normal commute time and such~~ The parties agree that travel time will be paid for all travel that requires more than one-hour travel time each way, not just for the driver. For training that is expected to last more than one day, Administration shall decide whether an employee will stay overnight or travel to and from home during the mandatory training. Travel time is calculated as the time from the Law Enforcement Center to the training location. **TA 8/22/2023**

**14.12 CREDIT FOR EXPERIENCE (LATERAL EMPLOYMENT).** New employees hired into sworn law enforcement positions may be given credit for pay and vacation relevant police/law enforcement experience upon hire at the discretion of the Employer.

Beginning on the first pay period of 2024 (or date of contract ratification if contract is approved after that date), employees who were previously hired at a higher rate of pay (lateral for pay only) will begin accruing vacation at a rate commensurate with their total years of recognized service (prior years of recognized law enforcement experience added to the current length of employment). This change will affect the accrual rate and will not be retroactive.

**14.13 DETECTIVE DIVISION ON-CALL PROCEDURES.** To ensure adequate and appropriate response to emergencies and criminal investigations, all detectives for the Sauk County Sheriff's Department will rotate through an on-call schedule established by department administration. The on-call schedule will assign individual detectives to provide coverage during times when determined an on-call detective is needed. One detective will be on call at a time. If additional detectives are necessary, call-in or order-in procedures will be followed.

a. On-call shifts are defined as:

- i Weekdays: Weekdays are Monday through Thursday starting ~~8:00PM~~ 6:00PM until 8:00AM, the following day. Exact hours may be revised based upon scheduling needs and other factors.
- ii Weekends: Weekends are ~~8:00PM~~ 6:00PM Friday, through 8:00AM, Monday. Exact hours may change dependent on available on-duty detectives. Unless staffing adjustments occur by a supervisor, weekend on-call shifts shall be defined as:
  - a. Friday: Friday 6:00PM through Saturday 8:00AM
  - b. Saturday: Saturday 8:00AM through Sunday 8:00AM

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- c. Sunday: Sunday 8:00AM through Monday 8:00AM
- d. Weekend on-call order-ins will be done so by individual dates, in succession. A detective will not be ordered in for on-call coverage for the entire consecutive set of weekend days.

iii Holiday(s) are those Holiday(s) identified in Article 11.08 of the contract, for those employees who work the 5-day schedule. Exact dates and hours for Holiday(s) may vary but in most cases, consist of a 24-hour period beginning at 8:00AM and ending at 8:00AM the following day.

iv The detective division shall have an “order-in” list to fill vacancies for staffing shortages, immediate emergency shortages, special events, etc. and the needs are not met voluntarily, the detective division call-in list will be utilized for order-in. This list will also be utilized to fill vacant on-call shifts. The order-in procedures for detectives will follow as:

- a. Order-ins for detectives will be done by reverse seniority.
- b. Detectives are subject to order-ins on their regular days off.
- c. Detectives can fulfill their “turn” in the order-in rotation by volunteering or being ordered to cover a vacant “on-call” shift. This does not include volunteering for special details. Credit for volunteering, or being ordered, does not accumulate and only serves to move the detective to the bottom of the order-in rotation.
- d. If a detective is on a full vacation or a full comp time on any day leading up to or immediately after a vacant order-in day, that detectives shall be exempt from that specific order in day, or set of days (i.e. a weekend including Saturday or Sunday), but shall not be skipped entirely, and be subject to the next order in.
- e. Detectives will get one “pass” per calendar year
  - i. If a detective is geographically, physically, or otherwise legitimately unable to respond as determined by the division head or his designee, such event shall not constitute as a “pass”.
- f. If a detective volunteers or uses their “pass” their spot on the order-in list shall be documented as a such, and their name shall be moved to the bottom of the order-in list.
- g. It is understood that occasionally situations occur requiring management to immediately fill staffing needs and proceed straight to the order-in procedure.
- h. While detectives will be provided access to view the order-in lists, any modifications to the lists will be made by a detective supervisor.

b. On-call compensation is in addition to benefits enumerated in the collective bargaining agreement. On-call compensation may not be exchanged for compensatory time.

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c. Switching on-call shift assignments: Switching on-call shift assignments must be approved by the Division Sergeant or Lieutenant. If a switch is authorized, the trade dates must be established in writing.

d. Detectives that are on-call status must be available for calls. They must be accessible through the Communication Center by cell phone or radio. Detectives who are on-call, must be "in service" no later than 45 minutes after notification. An on-call detective must be fit for duty. An on-call detective may use their vehicle for personal use during their on-call status, as authorized by the Sheriff.

e. When an on-call detective is in service, that detective will receive their hourly overtime rate, and the on-call pay rate will be suspended until the detective ends their active duty status. At that time, they will again begin receiving on-call pay until relieved of their on-call responsibility,

f. Request to be relieved of on-call duty status must be made to the division lieutenant or designee. ~~On-call~~ On-call status will be maintained until the detective is notified that he/she has been relieved from ~~on-call~~ on-call status. The vacant position will be offered starting with the most senior employee within the Division on a rotating basis. Should all employees decline, a detective will be ordered to on-call status with the least senior employee in the Division on a rotating basis.

g. The detectives that are not on-call will still be required to carry their cell phones while off duty in the event that additional detectives are needed to assist the on-call detective, or for other incidents or investigations.

h. Activation of the on-call detective remains the sole responsibility of the Department's Administration and may not be initiated by the on-call detective alone.

i. Compensation.

i The hourly rate for weekday on-call status is ~~\$1.50~~ \$2.00.

ii The hourly rate for weekend on-call status is ~~\$1.75~~ \$2.25.

iii The hourly rate for Holiday on-call status is ~~\$2.00~~ \$2.50. **TA 9/5/2023**