

RESOLUTION NO. \_\_\_\_-18

**RATIFYING THE 2018-2019 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, 2017. The Personnel Committee has negotiated a tentative agreement with WPPA L241 (attached hereto), for the terms of a successor agreement for the calendar years of 2018 and 2018. 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 [X] 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 17, 2018.

Respectfully submitted,

**SAUK COUNTY PERSONNEL COMMITTEE**

  
TOMMY BYCHINSKI

  
PAT REGO

  
TIM MCCUMBER

  
SHANE GIBSON

  
CARL GRUBER

**Fiscal Note:**

	2018	2019
Full-Time Equivalents	93.00	93.00
Wages, Overtime with Cost of Living Adjustment (COLA)	5,518,853	5,655,187
Wage-Related Benefits with COLA (FICA/Medicare, Retirement, Work Comp)	1,073,417	1,099,934
Health & Life Insurance	<u>1,080,877</u>	<u>1,145,662</u>
Total Package Cost With Cost of Living Adjustment	7,673,147	7,900,783

**Change from Prior Year Dependent on This Action**

	%	\$	%	\$
Wages, Overtime with Cost of Living Adjustment (COLA) Change	1.54% <sup>r</sup>	83,952	2.47% <sup>r</sup>	136,334
Wage-Related Benefits with COLA (FICA/Medicare, Retirement, Work Comp) Change	1.44% <sup>r</sup>	<u>15,242</u>	2.47% <sup>r</sup>	<u>26,517</u>
Total Change from Prior Year Dependent on This Action	1.53% <sup>r</sup>	99,194	2.47%	162,850
Health (2018=+5.77%, 2019=+6.00%) & Life Insurance (increase not dependent on this action)	5.76% <sup>r</sup>	<u>58,903</u>	5.99% <sup>r</sup>	<u>64,786</u>
Total Change from Prior Year	2.10% <sup>r</sup>	158,097	2.97%	227,636

## Changes include:

1/12/18 +1.0% on all rates

7/27/18 +1.0% on all rates

7/27/18 +\$0.25 for patrol and detectives only

1/11/19 +2.00% on all rates

8/9/19 +1.25% for patrol and detectives only

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

The 2016-2017 Collective Bargaining Agreement shall remain unchanged for a two (2) year period commencing January 1, 2018, 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 twelve (12) months of employment for the Security, 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-four (34.0)~~ 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.

**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
- Labor Day
- Martin Luther King, Jr Day
- Veteran's Day
- Four (4) hours on Good Friday

- Easter
- Memorial Day
- Fourth of July
- Thanksgiving
- Four (4) hours on Christmas Eve
- Christmas

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

**12.05 - FUNERAL LEAVE.** The Employer will grant a leave of absence with pay to attend the funeral for up to three (3) days in the case of a death of an employee's spouse, child, parent, brother, sister, step parent or stepchild. ~~in the immediate family of a full-time employee; two (2) days in the case of an employee's mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandparent of spouse, or grandchild, and one (1) day in the case of an employee's aunt or uncle. Immediate family is defined as parent, step parent, spouse, children, step children, brother, sister, brother-in-law, sister-in-law, grandparent of employee and spouse's parents.~~

~~**12.10 - WELLNESS DAY:** An employee who uses no sick leave within a full calendar year of employment shall receive one (1) wellness day off with pay. However, no additional wellness day will be earned until the actual accrual drops below a one day maximum.~~

**13.01 - HEALTH INSURANCE CONTRIBUTIONS.** The Employer shall pay up to eighty-eight percent (88%), for full-time employees, of the premiums for group health insurance coverage. The Employer's financial responsibility shall be limited to eighty-eight percent (88%). Employer contributions for health insurance for part-time employees shall be governed by § 13.06 of this Agreement.

**13.06 - CATEGORIES.**

Employees hired on or after January 1, 2000: All positions filled on or after January 1, 2000, shall be placed within one of the following categories for health insurance benefits. Employees hired shall receive benefits according to the provisions of the categories their position has been assigned. The categories are assigned to positions by the Employer based upon the number of hours a position is normally expected to work in a two (2) week pay period illustrated by the following table:

HEALTH INSURANCE CATEGORIES		
CATEGORY	HOURS NORMALLY WORKED IN A PAY PERIOD	PERCENTAGE OF PREMIUM PAID BY THE COUNTY ON BASE PLAN *
CATEGORY 1	AT LEAST 60 OR MORE HOURS	88%
CATEGORY 2	AT LEAST 40 HOURS BUT LESS THAN 60 HOURS	67.5%
CATEGORY 3	AT LEAST 38.75 HOURS BUT LESS THAN 60 HOURS	50%
CATEGORY 3	LESS THAN 38.75 HOURS	NOT ELIGIBLE TO PARTICIPATE IN COUNTY PROVIDED HEALTH PLAN

\* BASE PLAN. The Health Insurance Plan that is the least expensive of any dual choice offered.

- a. ~~Placement of Positions in Categories~~ Placement of positions within categories is based upon the number of hours a position is normally expected to work within a two (2) week pay period. It is understood that actual hours may fluctuate based upon the needs of the Employer.
- b. ~~Review of Categories~~ The placement of a position within a category may be reviewed, by the Employer, or shall be reviewed upon the request of an affected employee, once annually in October for proper placement within a category. No position may be reviewed until an employee has occupied the position for at least one (1) year.
  - i. ~~An employee requesting a change in category must show that the annual average number of hours worked exceeded the highest annual number of hours worked for their current category. If the employee demonstrates that the number of hours worked exceeded the highest annual number of hours worked for their current category, the position category shall be moved to the next higher category unless the Employer can show that the increased hours were due to extraordinary circumstances such as filling in for position vacancies or other emergency, and are not reasonably expected to occur in the upcoming year.~~
  - ii. ~~The Employer may adjust the position category downward after an October review if the position is reasonably expected to work a lower number of hours in the upcoming year so as to place it in a lower category. An employee shall be reimbursed at year end for excess insurance premium if the average number of hours worked in the prior year qualified the employee for a higher category.~~
  - iii. ~~Changes in position categories shall become effective with the deduction for January health insurance premiums due to impacts on Section 125 enrollments, budgetary concerns and other tax considerations.~~

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

**14.13 DETECTIVE DIVISION ON CALL PROCEDURES.** To ensure adequate and appropriate response to emergencies and criminal investigations, all detectives for the Sauk County Sheriffs 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:

1. Weekdays: Weekdays are Monday through Thursday starting 8:00PM until 8:00AM, the following day. Exact hours may be revised based upon scheduling needs and other factors.
2. Weekends: Weekends are 8:00PM Friday through 8:00AM, Monday. Exact hours may change dependent on available on-duty detectives.
3. Holidays: 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.

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.

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 status will be maintained until the detective is notified that he/she has been relieved from 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.

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

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

The hourly rate for Holiday on-call status is \$2.00.

#### OTHER ITEMS

1. January 1, 2019, effective date for elimination of Wellness Day and incorporation of additional holiday.
2. Wage increase:
  - a. January 12, 2018 – 1.0% ATB (all divisions)
  - b. July 27, 2018 – 1.0% ATB (all divisions)
  - c. July 27, 2018 - .25 cents (Patrol and Detective Divisions only)
  - d. January 11, 2019 – 2.00% ATB (all divisions)
  - e. August 9, 2019 – 1.25% ATB (Patrol and Detective Divisions)

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.