

RESOLUTION NO. 8-0907

WHEREAS, the Committee on Salary and Personnel, do hereby recommend ratification of the following contract changes to be included in the 2006-2007 Sheriff's Department Employee Union contract:

1. ARTICLE II – ASSOCIATION RIGHTS, FAIR SHARE AND DUES DEDUCTION

Amend at Section 2.5 as follows:

2.5 The Business Representative, **local President or his/her designee** of the Association shall have reasonable access during working hours to the office where employees are stationed provided, however, that the Business Representative, **local President or his/her designee** shall not at any time interfere with employees or interrupt their work. The Business Representative shall contact the Sheriff in advance of any visit whenever possible.

2. ARTICLE V– GRIEVANCE PROCEDURE Amend Section 5.2 as follows:

5.2 Procedure. Grievances shall be processed in the following manner: (Time limits set forth shall be exclusive of Saturdays, Sundays and holidays.)

Step 1. The employee and/or the committee chairman shall take the grievance up orally with the Sheriff **or his/her designee** within five (5) days of their knowledge of the occurrence of the event causing the grievance, The Sheriff shall attempt to make a mutually satisfactory adjustment, and, in any event shall be required to give an answer within five (5) days.

3. ARTICLE VIII– JOB POSTING Amend Section 8.01 as follows:

8.1 When new classifications are created or vacancies exist within the department, employees within the department shall be given the first opportunity to fill such vacancies if qualified, with the qualifications to be determined by a three (3) part test described in Appendix A

Employer will post bargaining unit vacancies for a period of seven (7) calendar days in three locations within the department, including job description, stating minimum qualifications, and an additional copy of the posting will be provided to the Local President or his/her designee .

4. ARTICLE IX – HOURS Amend Section 9.1 as follows:

9.1 The normal work schedule shall be (6-2) (5-3) eight (8) hours per day for **patrol officers Road Deputies** and **second shift sergeant Road Sergeants**. The normal work schedule for **d Dispatcher/e Correctional e Officers and third shift sergeant Correctional Sergeant** shall be ~~(6-2) (6-2) (5-3), (5-2) (5-3)~~ **eight hours per day eight and one half (8 1/2) hours per day**. The normal work schedule for Detective shall be (5-2), Monday through Friday, eight (8) hours per day, forty (40) hours per week. The Secretary employees' normal workday shall be seven and one-half (7 ½) hours per day; all other employees shall work an eight (8) hour shift. In making up the specific schedules, an attempt will be made to keep employees on regular shifts and to schedule sixteen (16) hours off between shifts as much as possible. The schedule will be made monthly and posted seven (7) days in advance. A list of all open overtime shifts available during the upcoming month or schedule period shall be posted for the consideration of all full-time employees. In making assignments to shifts, the employee's preference will be considered by seniority.

~~The County agrees to work in cooperation with the WPPA in formalizing a side letter that will create a new work schedule for Patrol Officers, Correctional Officer/Dispatchers, and Sergeants,~~

consistent with the schedule submitted by the WPPA in contract proposal dated May 25, 2004. Proposed schedule will be implemented on a trial basis for six months. The side letter will expire at the end of the six months unless extended or otherwise modified by both the County and the WPPA in writing. This agreement shall in no way constitute a precedent for future consideration.

- 9.2 **A. Overtime** Employees shall have the choice of receiving either time and one-half (1 ½) their straight time hourly rate or compensatory time off computed on a one and one-half (1 ½) hour basis for all hours worked in excess of their normal, regular scheduled workdays or workweek. Overtime shall not be paid for overtime of less than one-half (1/2) hour when worked consecutively prior to or subsequent to an employee's regular shift unless it is the result of a call, This is not intended to establish a practice of early report.
- B. Compensatory time** shall be scheduled by mutual agreement between the employee and his/her supervisor but not to exceed a maximum of three (3) consecutive shifts in a grouping. *Grouping* is a series of days where no shift is worked. Any accumulated compensatory time in excess of forty (40) hours will be paid out quarterly (January 1, April 1, July 1 and October 1) at a rate of time and one-half (1 ½) of the employee's wage rate when earned. It is understood that the forty (40) hour bank is intended solely to reflect the maximum allowable carryover of compensatory hours from quarter to quarter, and shall not be interpreted as restricting the employee's right at any time to receive time and one-half (1 ½) pay for any or all banked hours upon request.
- C. Call up** All of the overtime shifts, including posted overtime and non-posted overtime, shall be assigned/offered by classification. This shall include those open shifts posted on a monthly basis for sign up, as well as those filled on a call up basis. The overtime shifts shall be assigned/offered by classification in the following manner: per the Overtime Policy. The Sheriff will recognize and authorize the Union to fill open shifts as agreed upon by the Policy and Procedure. This Policy and Procedure will not be changed or modified in any manner without mutual agreement between the Union and the Sheriff.
- D. Stipulations:** Such overtime to be paid at the rate of time and one-half (1 ½) of the position filled or time and one-half (1 ½) of the employee's regular rate, whichever is greater. In the event no employee accepts the overtime, the Sheriff or his designee has the right to assign such overtime to the least senior full-time employees in the same classification in conjunction with their regular work shifts in segments of not more than four (4) hours. (Note: least senior person on preceding shift stays four hours more, least senior person on subsequent shift comes in four hours early. For the purpose of this provision, shifts starting within one (1) hour of one another shall be treated as the same shift, e.g., the shift starting at 6:00 a.m. and the shift starting at 7:00 a.m. are treated as the same shift in determining who is to be offered or assigned the overtime.)
- Seniority shall not be a consideration within seven (7) days of the scheduled work shift where an employee has voluntarily signed up in advance for scheduled overtime for that work shift.
- Keeping the squad car serviced properly is the personal and professional responsibility of the individual patrol officer Road Deputy; therefore, time spent engaging in such activities shall not result in additional pay.
- No employee will be required or requested to work back-to- back shifts (16 hours) except in an emergency.

5. ARTICLE XVI - OTHER PAID LEAVES AND ALLOWANCES Amend Section 16.4 as follows:

16.4 The County will pay each ~~patrol officer~~ **Road Deputy, Road Sergeant, and Detective** an annual allowance of Seventy Five Dollars (\$75.00) (or a prorated amount if the ~~officer~~ **employee** was employed subsequent to the previous July 1) to be included in the employee's last July paycheck to cover the cost of the ~~officer's~~ **employee's** personal items damaged or destroyed while on duty, regardless of whether such damage actually occurs. Employees will be required to reimburse county, up to seventy-five dollars (\$75.00), if restitution is paid to the employee for damage to his or her uniform

16.5 The County will provide each ~~patrol officer~~ **Road Deputy, Road Sergeant, and Detective** with a ~~bulletproof vest~~ **body armor vest** fitted for that ~~officer~~ **employee**. The vests shall be worn at all ~~traffic stops and in all high stress situations including, but not limited to, calls involving guns, domestic calls, and stops at night. High degree temperature days will be taken into consideration.~~ Each squad car shall be furnished with a ~~shotgun and a box of ammunition.~~ The type of gun and policies for the use and storage of the gun shall be determined by the Employer. **times according to the Department Uniform Policy.**

6. ARTICLE XVII - MISCELLANEOUS Amend Section 17.6 as follows:

17.6 **Paydays.** Employees shall be paid bi-weekly. ~~Effective October 8, 2004 e~~ Employees shall be paid every other Friday, ~~and from that date forward and~~ employees may choose to receive their paycheck as a direct deposit to their bank.

7. ARTICLE XXI - COMPENSATION Amend Section 21.1 as follows:

a. Effective January 1, 2006, Increase all wages by 2.5%

b. Effective January 1, 2007, increase all wages by 2.5%

8. ARTICLE XXII - TERMINATION Amend Section 22.1 as follows;

22.1 This Agreement shall be in full force and effect for a period from ~~January 1, 2004, through December 31, 2005,~~ **January 1, 2006, through December 31, 2007** and shall continue from year to year thereafter unless either party shall give notice in writing to the other party not less than ninety (90) days prior to the termination date of this Agreement of a desire to change or modify the terms thereof.

9. APPENDIX B - POST EMPLOYMENT HEALTH PLAN

For the term of this Agreement, Iowa County ("Employer") agrees to participate in the ~~Post Employment Health Plan for Collectively Bargained Public Employees ("Plan"), in accordance with the terms and conditions of the Plan agreement, a copy of which is attached to this Agreement.~~ The parties ~~hereto~~ **a post-employment health plan and trust substantially similar to the Security Benefit Group Healthcare Reimbursement Account (HRA) Plan for Public Sector Labor Association Employees (the "Plan") and Security Benefit Group Healthcare Reimbursement**

Account (HRA) Trust for Public Sector Employees—Missouri, Illinois and Wisconsin (the “Trust”).

Contingent upon the negotiation and execution of a Participation Agreement between Employer and Security Financial Resources, Inc. (“Security”), the parties designate Security Benefits Group, Inc., to act as Plan Administrator for the Plan, or its successors appointed in accordance with the Plan and Trust documents. Security or such other vendor as is selected by the parties shall provide an appropriate specimen Plan and Trust document, and Employer makes no representation regarding the tax treatment of any benefit contemplated hereunder and shall have no responsibility for the tax consequences affecting any eligible employee, spouse or beneficiary.

The Employer agrees to contribute to the Plan on behalf of the following category of employees:

Iowa County Professional Police Association

For the term of this Agreement, the Employer shall contribute for each Eligible Employee who, on or about the last day of each calendar month, the amount of \$25.00 for each Eligible Employee who is employed by the Employer on such date. This non-elective contribution shall result in an offset against compensation that would otherwise have been paid to the Eligible Employee had the Employer not participated in the Plan. The Employer’s contribution shall be deposited only in the Eligible Employee’s “Medical Expense Reimbursement Account,” as defined in the Plan.

For the term of this Agreement, the Employer shall also contribute for each Eligible Employee who permanently and irrevocably retires the amount of 100% of the Eligible Employee’s sick leave that would otherwise have been paid to the Eligible Employee had the Employer not participated in the Plan. The Employer’s contribution that is made in lieu of sick leave pay are non-elective and will result in an offset against compensation that would otherwise have been paid to the Eligible Employee had the Employer not participated in the Plan. The Employer’s contribution shall be deposited only in the Eligible Employee’s Health Insurance Premium Reimbursement sub-account.

10. APPENDIX C - ASSOCIATION AUTHORIZATION

~~ASSOCIATION AUTHORIZATION~~ EMPLOYEE ACKNOWLEDGEMENT

For the term of the Collective Bargaining Agreement dated _____ between the

~~Iowa County Deputy Sheriffs Association~~ Wisconsin Professional Police Association - Law Enforcement Employee Relations Division (the "Union") and Iowa County (the "Employer"), and including for any hiatus period following the expiration of said Collective Bargaining Agreement, I hereby authorize my ~~union~~ representatives to negotiate that part of my overall wage and benefit compensation shall include a monthly Employer contribution in the amount of _____ and, if applicable, any terminal leave benefits such as but not limited to accumulated sick leave benefits in the amount of ~~N/A~~ with the express understanding that my Employer shall contribute said amount to the Life Insurance and Health Plan for Collectively Bargained Public Employees (the "Plan") in accordance with the terms and conditions of the Plan's Participation Agreement. I understand that in order to minimize the risk of the Plan being found discriminatory under section 105(h) of the Internal Revenue code of 1986, as amended (the "Code"), if I am identified as a highly compensated eligible employee, the Plan contribution by my Employer to my account may be reduced to the maximum amount that my Employer contributes on behalf of a non-highly compensated eligible employee. If such a reduction is made, the reduction amount shall be paid to me in the form of wages.

I further understand that all amounts contributed to the Plan shall be invested in the Kemper Total Return Fund pursuant to Article VI of the Trust for the Life Insurance and Health Plan for Collectively Bargained Public Employees. I also understand that Kemper Financial Services is the investment manager's more conservative Kemper Money Market Fund.

I have received a prospectus for the Kemper Total Return Fund and a Summary Plan Description for the Life Insurance and Health Plan for Collectively Bargained Public Employees.

I hereby understand that the Employer will contribute \$25.00 per month and, if applicable, accumulated sick leave benefits as provided for under the Collective Bargaining Agreement and Appendix B to that Agreement, with the express understanding that my Employer shall contribute said amounts to the Post Employment Health Plan (the "Plan") in accordance with the terms and conditions of the Plan agreement.

I further understand that all amounts contributed to the Plan shall be invested as permitted by the Plan and as allowed by law. I also understand that the \$25.00 per month employer contribution is considered a part of the Employees overall wage and salary which shall be deposited into the Medical Expense Reimbursement Account. I acknowledge receipt of Plan documents as required by law by my signature below.

Signature

Date

Print name (Last) (First) (MI)

Employee SSN

Accepted by Association

Date

THEREFORE, BE IT RESOLVED, that the Iowa County Salary & Personnel Committee do hereby recommend that the Iowa County Board of Supervisors adopts these changes and additions to be made in the current collective bargaining agreement between Iowa County and the Iowa County Sheriff's Department Wisconsin Professional Police Association.

Dated this 18th day of September, 2007.

Respectfully submitted:



Mark Masters, Chairperson



Peter Berg



Diane McGuire, Vice Chairperson



John Lind



Eric Anderson