

Agreement between the



COUNTY OF PORTAGE

PORTAGE COUNTY DEPUTY SHERIFF'S ASSOCIATION

WISCONSIN PROFESSIONAL POLICE ASSOCIATION

LAW ENFORCEMENT EMPLOYEE RELATIONS

DIVISION

2019

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## **AGREEMENT**

This Memorandum of Agreement made and entered into by and between Portage County, a municipal corporation, as municipal employer hereinafter referred to as the "Employer" or "County" and the Law Enforcement Employee Relations Division of the Wisconsin Professional Police Association hereinafter referred to as the "Association" for and on behalf of its affiliate local the Portage County Deputy Sheriff's Association, hereinafter referred to as the "Employee."

## **WITNESSETH**

WHEREAS, it is the intent and purpose of the County and the Association that this Agreement shall promote and improve working conditions and set forth the rates of pay, hours of work and other terms and conditions of employment to be observed by the parties hereto; and

WHEREAS, the County agrees that there shall be no discrimination by the County against any employee covered by this Agreement because of his/her membership or activities in the Association, nor will the County interfere with the right of such employees to become members of the Association;

NOW, THEREFORE, in consideration of the premises and in consideration of the promises hereinafter contained and other good and valuable considerations, the receipt of which is hereby irrevocably acknowledged, IT IS AGREED AS FOLLOWS:

## **SECTION I - RECOGNITION**

The County recognizes the Law Enforcement Employee Relations Division of the Wisconsin Professional Police Association as the sole and exclusive bargaining agent for all regular full-time deputy sheriffs included in Appendix "A", for the purpose of engaging in conferences and negotiations establishing the wages, hours and conditions of employment for the appropriate bargaining unit of the Portage County Sheriff's Office. Employees expressly excluded from the bargaining unit include: the sheriff, captain, clerical, Corporal, confidential, executive, managerial, supervisory, dispatchers, cooks, correction officers and mechanic's helper.

## SECTION II - MANAGEMENT RIGHTS

The County possesses the sole right to operate the Sheriff's Office and all management rights repose in it, subject only to the provisions of this contract and applicable law. These rights include, but are not limited to, the following:

- A. To direct all operations of the Sheriff's Office;
- B. To establish reasonable rules and reasonable policies;
- C. To hire, promote, transfer, establish schedules of work and assign employees to positions within the County subject to provisions of this Agreement;
- D. To suspend, demote, discharge and take other disciplinary action against employees for just cause;
- E. To lay-off employees;
- F. To take whatever action is necessary to comply with State or Federal law;
- G. To introduce new or improved methods or facilities;
- H. To change existing methods or facilities;
- I. To determine the kind and amounts of services to be performed as pertains to Sheriff's Office operations; and the number and kinds of classifications to perform such services, provided, however, that all bargaining unit work shall remain within the bargaining unit, except that supervisory personnel in the Sheriff's Office may from time to time assist in bargaining unit work when directed by the Sheriff;
- J. To determine the methods, means and personnel by which County operations are to be conducted;
- K. To take whatever action is necessary to carry out the function of the County in situations of emergency;
- L. To contract out for goods or services; however, it will be the policy of the County to first consider the impact on the employment security of its employees as the result of any such action and to notify and confer with the Association prior to taking such action.

The Association by recognizing the above Management Rights does not forfeit any of its rights under Chapter 111, Wis. Stats.

### **SECTION III - SENIORITY RIGHTS AND LAYOFFS**

- A. **Definition:** Seniority shall commence upon date of hire as a deputy sheriff, subject to the provisions of Section XIII hereof, and shall be based upon the actual length of continuous service for which payment has been received by the employee.
- B. **Termination of Seniority:** Seniority shall be deemed to have been terminated when:
1. An employee who is able to work fails to do so for three (3) days or more unless due to circumstances beyond his/her control;
  2. A laid-off employee fails to report to work within one (1) week of being notified to do so;
  3. An employee states that he/she is quitting and leaves the job;
  4. An employee is not employed for one (1) year after having been laid off;
  5. An employee is discharged;
  6. An employee, on a leave of absence for personal or health reasons, accepts other employment without permission from the Employer;
  7. An employee retires.
- C. **Seniority List:** The Employer shall keep a current seniority list of all employees. This list shall be kept up-to-date by the Employer and shall be kept on file in the Employer's office. It shall be available for inspection by the individual employees upon request.
- D. **Layoffs:** In reducing employee personnel, the last person hired shall be the first person laid off, the last person laid off shall be, if qualified, the first person rehired.

### **SECTION IV - JOB POSTING**

- A. **Job Posting:** When it becomes necessary to fill a vacancy or a new position in the bargaining unit, the County will post such position for a period of fourteen (14) working days, and the date the posting will be taken down will be included on the posting. Each full-time deputy sheriff interested in applying for the job shall submit a letter of interest to the Sheriff, or Sheriff's designee, by the deadline date. The Sheriff, or Sheriff's

designee shall forward a copy to the Human Resources Department. The posting shall contain the date, title of the positions, rate of pay and qualifications necessary for the position.

- B. Basis-Qualifications: Promotions to another job classification shall be determined on the basis of ability, experience in that department and job performance. When the above qualifications of two or more employees are relatively equal, seniority shall be the determining factor.
- C. Objective Testing: There is hereby established the following procedure for use of objective testing in promotions to any rank above deputy sheriff in the Portage County Sheriff's Office.
1. A written test, concerning the position, prepared by or at the direction of the Sheriff and graded by a mutually acceptable neutral party shall be administered to all applicants qualifying under the posted criteria for the position except that when the position is that of detective, a practical examination may be substituted for the written test, and may consist of an in-box exercise, case presentation, and/or practical demonstration of learned skills at the discretion of the Sheriff. A person must have a minimum of three (3) years on the Portage County Sheriff's Office as a certified deputy sheriff to qualify for a detective position, five (5) years on the Portage County Sheriff's Office as a certified deputy sheriff and/or detective to qualify for a sergeant position, five (5) years on the Portage County Sheriff's Office as a certified deputy sheriff and/or detective with a minimum of two (2) years serving as a detective to qualify for a detective sergeant position, and a minimum of three (3) years on the Portage County Sheriff's Office as a sergeant to qualify for a lieutenant position.
  2. The results of the tests are to be forwarded to the Sheriff after all tests are completed and graded.
  3. The applicant taking the written test is to be privately appraised of his/her own results and ranking at his/her request but this shall be done only after all oral examinations for the promotion have been completed and graded.
  4. A passing grade of seventy percent (70%) on the written or practical examination

shall qualify the applicant to take the oral examination.

5. The written or practical examination is to be weighted 40%, job performance 40%, and the oral examination 20% in computing the final score of the applicant.
  6. The final scores qualifying the certification shall be computed and forwarded to the Sheriff for final selection in conformity to all applicable provisions of the Revised Portage County Law Enforcement Ordinance by the Public Safety/Emergency Management Committee.
- D. Trial Period: An employee, upon being promoted to a higher position shall serve a trial period of one (1) year in the classification. An employee who does not satisfactorily complete the trial period at the end of one (1) year shall be returned to his/her former position and his/her former rate of pay with no loss in benefits. In the event the County determines an employee is not qualified to fill a position before the end of the one (1) year period, the County reserves the right to return the employee to his/her former position and his/her former rate of pay. The employee shall be allowed to return to his/her former position and former rate of pay within the said trial period upon request.

#### **SECTION V - RULES AND REGULATIONS**

The Association recognizes that the Sheriff may promulgate reasonable rules and reasonable policies. Officers/employees of the Portage County Sheriff's Office shall not intentionally commit any acts or omit any acts which constitute a violation of any of the policies, rules and regulations of the Department. Violations of this policy may be cause for disciplinary action. Department officers/employees shall obey all laws of the United States and of any state and local jurisdiction in which they are present.

- A. Any officer/employee charged with a felony shall be immediately suspended pending disposition of the charges.
- B. Any officer/employee charged with a misdemeanor may be immediately suspended pending disposition of the charges.
- C. If found guilty of such charges before an authorized judge or court of record, such conviction or plea of guilty may be grounds for dismissal.
- D. If charges are not substantiated, the party so charged shall be reinstated with back

pay and benefits effective as of the date of suspension.

## **SECTION VI - GRIEVANCE PROCEDURE**

- A. **Definition of a Grievance:** A grievance shall mean a dispute concerning the interpretation or application of this contract.
- B. **Subject Matter:** Only one subject shall be covered in any one grievance. A written grievance shall contain the name and position of the grievant, a clear and concise statement of the grievance, the issue involved, the relief sought, the date the incident or violation took place, the specific section of this Agreement alleged to have been violated, and the signature of the grievant and the date.
- C. **Time Limitations:** If it is impossible to comply with the time limits specified in the procedure because of work schedules, illness, vacations, etc., these limits may be extended by mutual consent in writing. Furthermore, all working days referred to herein shall be defined as Monday through Friday, excluding Saturdays, Sundays, and holidays listed in this contract.
- D. **Settlement of Grievance:** Any grievance shall be considered settled at the completion of any step in the procedure, if all parties concerned are mutually satisfied. Dissatisfaction is implied in recourse from one step to the next.
- E. **Steps in Procedure**
- Step 1:** The employee, alone or with his/her representative, shall orally explain his/her grievance to the division commander no later than ten (10) working days after he knew or should have known the cause of such grievance. In the event of such grievance, the employee shall perform his/her assigned work task and grieve his/her complaint later. Within ten (10) days after oral presentations the employee or his/her representative shall prepare and file a written grievance with the division commander. The division commander will further investigate the grievance and submit his/her decision to the employee and his/her representative in writing within five (5) working days after receiving the written grievance.
- Step 2:** If the grievance is not settled at the first step, the employee or his/her representative may appeal the written grievance to the Sheriff or his designee within five

(5) working days after receipt of the written decision of the division commander. The Sheriff or his designee shall discuss the grievance with the employee and the Association representative shall be afforded the opportunity to be present at this conference.

Following said conference, the Sheriff or his designee shall respond within ten (10) working days in writing.

Step 3: If the grievance is not settled at the second step, the employee or his/her representative may appeal the written grievance to the Human Resources Committee within five (5) working days after receipt of the written decision of the Sheriff. The Human Resources Committee shall discuss the grievance with the employee and the Association representative shall be afforded the opportunity to be present at this conference. Following said conference, the Human Resources Committee shall respond within ten (10) working days in writing. Any grievance relative to a suspension or discharge shall commence at Step 3 of the grievance procedure and shall be presented no later than twenty (20) working days after notice of suspension or discharge.

F. ARBITRATION

1. Time Limit: If a satisfactory settlement is not reached in Step 3, the Association must notify the Human Resources Committee in writing within ten (10) days that they intend to process the grievance to arbitration.
2. Arbitrator: Any grievance which cannot be settled through the above procedures may be submitted to the Wisconsin Employment Relations Commission (WERC) for settlement by one of its staff members. The party requesting to initiate grievance arbitration shall request the WERC to prepare a list of five (5) impartial arbitrators. If a request to initiate grievance arbitration is not submitted to the WERC within twenty (20) calendar days after the Association notifies the Human Resources Committee of its intent to process the grievance to arbitration, the grievance shall be considered waived. The parties shall alternately strike one name from the list. The first party to strike shall be determined by flip of a coin. The WERC shall be notified of the arbitrator selected. The staff member selected as arbitrator shall hold a hearing and review the evidence and testimony relating to the grievance. Upon completion of this review and hearing the arbitrator shall

render a written decision to both parties which shall be final and binding.

3. Costs: Both parties shall share equally the costs and expenses of the arbitration proceedings, including transcript fees of the arbitrator. Each party, however, shall bear its own costs for its witnesses and other related expenses brought about by the party. Testimony or other participation of employees shall not be paid by the County. The arbitration hearing shall be conducted in the County Courthouse or Courthouse Annex.
4. Transcript: There may be a transcript prepared for each arbitration hearing at the request of either party, to be paid for by the parties or party receiving a copy. However, if the arbitrator requests a transcript or a copy of the transcript, the parties shall share all costs of the transcript equally.
5. Decision of the Arbitrator: The decision of the arbitrator shall be limited to the subject matter of the grievance and shall be restricted solely to interpretation of the contract in the area where the alleged breach occurred. The arbitrator shall not modify, add to, or delete from the express terms of the Agreement.

G. GENERAL PROVISIONS:

1. Past Grievances: Past grievances may not be filed under the provisions of this procedure and all grievances which bear a filing date which precedes or is the same as the expiration date of this Agreement must be processed to conclusion under the terms of this procedure.
2. Special Notice for New Facts: If the grievance has been processed beyond Step 3, and the grievant wishes to add new facts or information into the file, he/she shall immediately transmit notice to the Sheriff or his designee and shall indicate in said notice the nature and details of the new facts.

When such notice has been transmitted by the grievant, the grievance cannot progress through the arbitration procedures until the Sheriff or his designee has had an opportunity to respond. Within five (5) days of receipt of such special notice, the Sheriff or his designee shall exercise one of the following options:

- (a) He may reopen the proceedings at Step 1 for the purpose of reconsidering

the Step 1 decision.

(b) He may acknowledge receipt of the facts and stipulate that the grievance proceed.

3. Adjustments from Grievance Conferences: Any adjustments resulting from the grievance conferences under this provision shall not be inconsistent with the terms of this Agreement.

### **SECTION VII - SICK LEAVE**

- A. Employees will accrue eight (8) hours sick leave per month with no limits on accumulation. When an employee is off sick, the time off will be deducted from the employee's accumulated total.
- B. Sick leave shall be paid on the basis of the regular hourly or monthly rate of pay. (Regular hourly or monthly rate meaning that received at the time of sickness or injury.)
- C. New employees shall be credited with sick leave at the beginning of the month following completion of the probationary period retroactive to the date of original employment. If an employee starts employment on or after the 16th day of the month, he/she shall not be credited with sick leave for that month; however, if the employee starts prior to that date, he/she shall be credited with a full day for that month.
- D. Accrued sick leave for the last five (5) years of employment will be paid to the surviving members of the family if the employee is killed in the line of duty.
- E. Physician's Statement: Employees absent on sick leave for three (3) days or more shall complete appropriate FMLA paperwork that may require a statement from their physician certifying the employee's inability to report to duty. The Sheriff may request a physician statement, even if not required with FMLA paperwork, for employees absent on sick leave for three (3) days or more.
- F. Use: Any employee absent because of sickness or injury shall notify the Department at least two (2) hours before the start of work. Employees whose shift starts between 5 a.m. and 7 a.m. are required to give one hour notice before the start of their shift of taking a sick leave day. Failure to notify the Department will result in loss of sick leave for that day. Upon a physician's statement that an employee is able to return to work, the

employee shall return to his/her regular employment with the County. The County reserves the right to have the employment terminated if he/she fails to do so. The County reserves the right to have any employee on sick leave examined by a physician of his/her own choosing at no cost to the employee. All sick leave shall be subject to administration by the department head, and abuse of sick leave may subject the employee to discipline.

- G. Termination Bank Benefit: All employees covered by this Agreement who:
- a) actually retire from County service at the normal retirement age as provided by the Wisconsin Retirement Fund, or with at least twenty (20) years of continued service with the County, or who retire due to disability, and;
  - b) provide the County with the minimum resignation notice required, and;
  - c) apply for a retirement annuity from the Wisconsin Retirement Fund before their last day of work,

shall have one hundred twenty (120) days (960 hours), plus one (1) hour for every twelve (12) hours over one hundred twenty (120) days (960) hours, of their accumulated sick leave converted to its monetary value which shall be available to the employee to be used as defined in Section XII - Insurance Subsection F. Should an employee die while still employed by the County, the above conversion shall be available to the employee's spouse to be used to pay the hospital and surgical insurance cost (full premium) as may be charged by the company carrying the County's group hospital and surgical insurance.

### SECTION VIII - SERIOUS ILLNESS

- A. Leave: In the event of serious illness in the employee's immediate family, at the discretion of the department head, the employee may be on paid absence up to a maximum of three (3) days and such paid absence will be deducted from the employee's sick leave bank.
- B. Substantiation: The serious illness shall be substantiated and the attending physicians shall request the employee's presence to qualify for time off with pay. If requested by the department head, the employee shall furnish a written statement from the physicians

substantiating the request.

- C. Immediate Family: The employee's family shall include a parent, spouse or dependent child.
- D. No Pay For Days Off: In the event the employee has a day or days off during the requested absence, the County will not be obligated to pay any wage or salary for those days.

#### **SECTION IX - LEAVE OF ABSENCE**

- A. Personal Leave: Requests for leave of absence shall be directed in writing to the Human Resources Committee who, in turn, will consult with the appropriate department heads before a decision is rendered in each case. Such a request must be presented at least thirty (30) days in advance of the time requested for the leave unless circumstances do not permit it.
- B. Military Leave: Military service and the right to return to the employee's former job shall be governed by Wisconsin Statutes.
- C. Maternity Leave: Whenever an employee becomes pregnant, she shall furnish the County with a statement from her physician stating the approximate date of delivery. The employee shall be granted maternity leave of absence after presenting medical verification that she is unable to perform her normal duties and responsibilities. Medical evidence shall be the basis of determining when maternity leaves will commence and conclude. So long as required by state and/or federal law, any sick leave the employee may have upon commencement of the leave may be applied to the leave. The seniority of an employee on maternity leave shall accumulate during said leave.

#### **SECTION X - BEREAVEMENT LEAVE**

- A. General: Bereavement leave shall be administered by the department head.
- B. Immediate Family: When there is a death in the immediate family of an employee, leave of up to three (3) days without loss of pay shall be granted to allow the employee to make necessary arrangements and attend the funeral. Immediate family shall mean spouse, mother, father, mother-in-law, father-in-law, children, brother, sister, step parents or

member of employee's household.

- C. Other: Bereavement leave of up to one (1) day without loss of pay shall be granted to attend the funeral, wake, or memorial service of a relative not a member of the immediate family. Included would be a grandparent, aunt, uncle, nephew, niece, brother-in-law or sister-in-law of the employee.
- D. Employees: An employee may receive up to one-half (1/2) day off with pay to attend the funeral of a fellow employee, subject to the discretion of the department head.
- E. Emergency Circumstances: In the event of an emergency, the aforesaid leaves may be denied by the Sheriff.

### SECTION XI - HOLIDAYS

Each full-time permanent employee shall receive ten (10) paid holidays per year. Said time off shall be scheduled by the Sheriff after consulting with each individual officer. In the event the scheduling of the department does not permit an employee to receive the ten (10) days off in a calendar year, said employee shall be compensated at the employee's time-and-one-half (1 ½) rate for unused holidays.

Any employee working on the following nationally recognized holidays shall be compensated at the employee's time-and-one-half (1 ½) rate, for hours scheduled not to exceed eleven (11) hours, except for the Friday before Easter which will be computed not to exceed five and one-half (5 ½) hours.

New Year's Day	Friday after Thanksgiving
Easter Sunday	Thanksgiving Day
Friday before Easter (1/2 day)	Christmas Eve Day
Memorial Day	Christmas Day
Independence Day	Labor Day
1/2 day personal day	

An employee is eligible for such payment if his/her shift starts on the holiday.

### SECTION XII - INSURANCE

- A. The County agrees to pay 83% of the total monthly premium for both the single plan and for the family plan of the PPO health insurance plan and 89% of the High Deductible Health Plan (HDHP).

For the 2019 plan year the County agrees to provide a Wellness Incentive, for Employees who are covered under the health insurance plan and voluntarily completes the Wellness Recommendations of submitting biometrics and completing a health risk assessment (Wellness Recommendations need to be completed in the prior year), or employees whose insurance became effective after the Wellness Incentive deadline. The Wellness Incentive for 2019 is as follows:

Single Health Plan: \$50/month reduction in health insurance premium  
Family Health Plan: \$100/month reduction in health insurance premium

Portage County will allow employees to remain in the County health group insurance plan after retirement as required by COBRA.

**The complete plan description is outlined in a Master Plan Document, which is on file in the Human Resources Department and a copy of which all employees covered by the health plan receive.**

- B. Life Insurance: The County shall provide life insurance equal to the gross annual salary rounded to the next highest thousand dollars to each employee.
- C. Disability Insurance: Effective 1/1/05 employees are eligible for coverage under the County's disability insurance plan with the County paying one hundred percent (100%) of the premium; however, employees must fulfill the underwriting requirement of the policy.
- D. Arrest Insurance: False arrest insurance shall be provided for all protective occupation employees and shall not be changed unless the coverage is equal to or greater than the coverage in existence on July 1, 1983.
- E. The employer shall provide the current IRS 125 cafeteria plan to all employees of the bargaining unit.
- F. Post Employment Health Plan: The County of Portage ("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's Participation Agreement. The parties hereto designate Nationwide to act as Plan Administrator and Bank of America to act as Trustee for the Plan, or its successors appointed in accordance with the Plan and Trust documents. The Employer agrees to contribute to the Plan on

behalf of the following category of employees: all regular full-time deputy sheriffs included in Appendix "A" excluding the sheriff, captain, clerical, corporal, confidential, executive, managerial, supervisory, dispatchers, cooks, corrections officers and mechanic's helper.

For the term of the Agreement, the Employer shall contribute for each Eligible Employee the amount of \$20 per month and shall deposit in the Eligible Employee's Universal Payor Account pursuant to the terms and conditions of the Plan. Additionally, all sick leave conversion shall be deposited in the Eligible Employee's Premium Payor Account.

The Employer and Union agree that the Employer's ongoing, recurring contributions (i.e. monthly contributions, not lump sum termination contributions) to the Plan that otherwise would have been paid to the Employee had the Employer not participated in the Plan shall be included in the hourly wage of the Employee for purposes of computing pensionable compensation and overtime rates of pay.

### **SECTION XIII - PROBATIONARY PERIOD**

- A. **New Hires**: All newly hired employees shall serve a probationary period of one year from date of hire in the bargaining unit. Such newly hired employees shall be eligible for all fringe benefits. The probationary period may be extended up to six (6) months providing written notice is given to the Association as to the reason for the extension.
- B. **Wage Rate**: Newly hired employees shall receive the wage rate as set forth in Appendix "A" of this contract.
- C. **Discharge**: A newly hired employee on probation may be released without prior notice or recourse to the grievance procedure.
- D. **Seniority Date**: In the event a newly hired employee becomes a permanent employee, his/her seniority shall accrue to the original date of hire, providing such employee was continuously employed by the County in this bargaining unit.

### **SECTION XIV - FAIR SHARE**

**Dues Deduction**: The Employer agrees to deduct monthly dues in the amount certified by

WPPA/LEER from the pay of employees who individually sign a dues deduction authorization form provided by WPPA/LEER where the Employee is knowingly and affirmatively consenting to the deduction of dues from the employee's paycheck, including any Local Association dues which the employee has authorized to be deducted in conjunction with the WPPA/LEER dues.

It shall be the employee's responsibility to sign the dues deduction authorization form and provide the signed form to the Employer and Association no less than 30 days prior to the date in which dues deductions are to commence.

The Employer shall deduct the combined dues amount each month for each employee requesting such deduction, upon receipt of such form and shall remit the total of such deductions, with a list of employees from whom such sums have been deducted, to the WPPA/LEER or Local Association if applicable, in one lump sum not later than the 1<sup>st</sup> of the following month.

Authorization of dues deduction by a member may be revoked upon notice in writing to the Employer, WPPA/LEER, or the Local Association and with the understanding that the deduction will cease as reasonably as practical after receipt of written notice of revocation.

No employee shall be required to join the Association, but membership in the Association shall be made available to all employees in the bargaining unit who apply consistently with either the WPPA/LEER or the Local Association Constitution and By-Laws. No employee shall be denied membership because of race, creed, color, sex or other legally protected class status.

It is expressly understood and agreed that WPPA/LEER will refund to the Employer or the employee involved any dues erroneously deducted by the employer and paid to WPPA/LEER and/or the Local Association. WPPA/LEER shall indemnify and hold the Employer harmless against any and all third-party claims, demands, suits, order, judgments or any other forms of liability against or incurred by the Employer, including all costs of defense and attorney's fees, which may arise out of action taken or not taken by the Employer's compliance with this Article.

#### **SECTION XV - HOURS OF WORK**

- A. **Normal Work Week:** Employees shall work a work week averaging forty (40) hours based on a 2088 hour annual schedule prepared by the Sheriff. Prior to any change in work schedule, the Sheriff shall confer with the Association and give consideration to any recommendations of the Association. The present schedule shall be administered by the Sheriff in accordance with past decisions on offsets for employees. This shall not

interfere with the Sheriff's authority to change work schedules. The annual schedule shall be prepared by the sheriff and presented to the employees no later than December 1 of the previous year. The Association recognizes the County has selected the 171-hour, 28-day cycle for FLSA compliance.

- B. Breaks: All employees shall be entitled to two (2) fifteen (15) minute coffee breaks during a normal tour of duty. These breaks shall not be cumulative and must be taken during the normal tour of duty.
- C. Overtime: All permanent full-time employees of the department performing work in excess of the standard work day or work week as called for in Paragraph "A" above, shall be compensated at the rate of one-and-one-half (1 ½) their hourly rate of pay or compensatory time off at the rate of one-and-one-half (1 ½) at the discretion of the employee. If the employee chooses compensatory time off, the Sheriff may schedule the compensatory time off at his discretion. All employees who are eligible while working overtime between the hours of 6:00 PM and 6:00 AM shall be paid their shift differential at the time-and-one-half rate. For the last pay period of the year the employee shall have the option to have compensatory time either paid out or carried over up to two hundred (200) hours into the next year.
- D. Training Time: Whenever an employee is required to attend a law enforcement conference or training seminar he/she shall not be deprived of any compensation or be asked to forfeit compensation as a condition of attending the seminar or conference. Under this Section one (1) school day shall be equivalent to one (1) work day when the training and travel time for the school day is for six (6) hours or more. If the training and travel time is not for six (6) hours or more the employee is expected to return to work after the training is complete for the remainder of the shift. If an employee is not scheduled to work they will be compensated for the actual time of the training plus travel. If the training occurs outside of the County travel time will be compensated at the same rate of pay. An employee who requests to attend a school or law enforcement conference approved by management on his/her day off shall be compensated at his/her straight time pay. The Employer shall reimburse the employee for travel, room and board and registration/tuition fees for required training. Reimbursement for travel, room and board

and registration/tuition fees for employee requested training shall be at the discretion of the department head and communicated to the employee before signing up for the training.

- E. When an employee is working the p.m. shift and is scheduled for court or deposition, the officer/employee may request and shall be released from duty eight (8) hours prior to starting time without penalty unless extenuating circumstances prevent otherwise. When an employee is working the p.m. shift and is scheduled for school/training, the officer/employee shall be released eight (8) hours prior to start and those hours shall be applied towards that school/training.

#### **SECTION XVI - RETIREMENT**

The Employer shall pay the Employee's share of the retirement contribution up to seven percent (7%) of the employee's earnings to the Wisconsin Retirement System in addition to the Employer's share of the contribution for employees who were public safety employees hired before July 1, 2011.

Employees hired on or after July 1, 2011 shall contribute the employee required contribution to the Wisconsin Retirement System.

#### **SECTION XVII - CLASSIFICATION AND WAGES**

Classification and wages per the attached Appendix "A" shall be in effect from the effective date of this Agreement, January 1, 2019 to December 31, 2019. All employees shall participate in direct deposit for all of their pay.

#### **SECTION XVIII - LONGEVITY**

Longevity shall be paid as follows: \$150.00 after five (5) years of employment, \$300.00 after ten (10) years of employment, \$450.00 after fifteen (15) years of employment, \$600.00 after twenty (20) years of employment, and \$750.00 after twenty-five (25) years of employment. Said payments will be made on or about the first pay period in December of each year.

Termination – Employees whose service is terminated by the employee with required notice, death, or termination by the employer due to reduction in force, shall receive their earned

longevity at the time of termination or shortly thereafter. Prorated longevity shall be determined on the basis of one-twelfth (1/12) of an annual benefit for each month worked from January 1<sup>st</sup> and based on the number of years of service completed as of the date of termination. An employee terminating before the 15<sup>th</sup> of the month shall be given credit to the end of the month preceding the date of termination. When the termination occurs on or after the 15<sup>th</sup>, the longevity shall be computed to the end of the month the termination occurs. Employees who do not give the required notice or employees terminated by the employer for all other reasons rather than reduction in force shall forfeit the longevity payout.

### **SECTION XIX - CLOTHING ALLOWANCE**

- A. All new members shall receive an initial clothing issue upon hire (see Appendix C) as is required for full uniforming. The clothing allowance shall be utilized by members for the purchase or maintenance of uniform items or equipment. Optional uniform items or equipment which shall be utilized during official business may be purchased with prior approval.
- B. Upon completion of one (1) year's service, each employee will receive a pro-rated clothing allowance for each month, thereafter for remainder of the calendar year.
- C. Thereafter, each employee will receive the annual clothing allowance which is up to \$500 maximum for all officers in the bargaining unit.
- D. An employee's uniform damaged beyond repair in the line of duty shall be replaced with the County paying the full cost of such replacement. Such cost shall not be charged against the annual allowance. The County shall reimburse the employee the full cost for the replacement of prescription eyeglasses or contact lenses if lost or damaged in the line of duty. The County shall reimburse the employee up to \$20.00 for the replacement of watches lost or damaged in the line of duty and up to \$10.00 for sunglasses lost or damaged in the line of duty.
- E. In the event of any change in uniforms requested by the Public Safety/Emergency Management Committee and/or the Sheriff, the County shall pay one hundred percent (100%) of the cost.

## SECTION XX - CALL-IN AND STEP-UP PAY

- A. When an employee is called to duty outside his/her normal shift, he/she shall be compensated at a rate of time-and-one-half (1 ½) based upon his/her normal hourly rate and if not given twenty-four (24) hours advance notice, such employee shall receive a minimum of two (2) hours compensation at the time-and-one-half (1 ½) rate in addition to all hours worked. An employee shall not be entitled to a minimum of two (2) hours compensation when he/she is instructed to report early for a particular shift, provided that it is two (2) hours or less immediately contiguous to the start of his/her shift, or is required to remain after the close of his/her shift.
- B. When an employee is ordered to appear in court or to attend a department meeting and is not notified that either has been cancelled, and reports at the specific time, the employee shall be compensated at the rate of time-and-one-half (1 ½) his/her normal rate for the appropriate minimum hours. An employee shall receive a minimum of twenty-four (24) hours notice for court appearances. If the court appearance is cancelled, call-in time will still apply if the notice of cancellation is within twenty-four (24) hours prior to the scheduled court appearance.
- C. In the absence of a sergeant or lieutenant, the deputy or detective shall receive the rate of pay for the rank that he/she is assigned to by management when performing those duties for a minimum of three (3) hours and for all hours worked. The vacant position shall be filled from the division from which the absences occur. The senior deputy or detective at the start of the vacant sergeant shift shall assume sergeant position at the time of his/her assignment. The sergeant, senior deputy or detective at the start of the vacant lieutenant shift shall assume the lieutenant position at the time of his/her assignment.
- D. In the absence of a captain, the lieutenant shall receive one-half (1/2) of the difference in the rate of pay for the captain's rank that he/she is assigned to in writing by management when performing those duties.
- E. Field Training Officers shall receive one (1) hour of additional compensation at a rate of time-and-one-half based upon his/her hourly rate for each scheduled day of approved training of a new employee.

### **SECTION XXI - TRAVEL PAY**

Whenever an employee is required to leave the County as a condition of his/her employment, he/she shall be entitled to reimbursement for meals at the County rate (the same rate reimbursed to other County employees and/or members of the County Board). When meal is provided as part of the registration fee for a conference/meeting, the participant is expected to partake in the provided meal and not charge the County for an additional meal. A day shall be defined as that twenty-four (24) hour period which commences at the start of the employee's assigned shift. When an overnight stay is required, a suitable accommodation will be afforded the employee and the County will be responsible for the cost of said accommodations. Any time an employee is required to use his/her personal vehicle, he/she shall be reimbursed by the County at the County rate (the same rate reimbursed to other County employees and/or members of the County Board).

### **SECTION XXII - INCENTIVE PAY FOR EDUCATION PROGRAM**

- A. **Purpose:** This Incentive Pay for Education Program is designed to upgrade the level of professional training within the Sheriff's Office. In view of the demands placed on law enforcement officers, the Department wishes to assist employees in acquiring education useful in the performance of their duties.
- B. **Approval:** Participation in this program is limited to attendance on a part-time basis for a maximum of sixty (60) credit hours. Approval must be obtained from the Sheriff, in writing, prior to the first day of the course. Approval for incentive pay is dependent upon successful completion of a course. If the progress of such approved course(s) interferes in any manner with an officer's performance of his/her duty, the Sheriff, at his discretion, may request that officer to drop any or all of his/her courses.
- C. **Eligibility:** Officers shall be considered eligible for this program after successful completion of one full year of continuous full-time service.
- D. **Incentive Pay:** An employee shall be paid three dollars (\$3.00) per month added to his/her regular monthly salary for each three (3) credit hours of approved courses

successfully completed, up to a maximum of sixty (60) credit hours.

### **SECTION XXIII - ASSOCIATION ACTIVITY**

Association business shall be transacted outside of normal working hours, unless mutually agreed otherwise by the parties. All employees, when acting in an official capacity for the Association during normal working hours, shall first obtain permission from their immediate supervisor prior to their leaving their work area or commencing any such activity.

Representatives of the Association may contact officers or individual members at reasonable times during working hours only after receiving permission from the employee's immediate supervisor. The County reserves the right to both deny permission for such meetings and to exclude such meetings from any work areas. The Association may use the County's meeting rooms and facilities for Association business only with the prior approval of and under the guidelines established by the County. However, in no event will Association activities be permitted to interrupt the County's normal and efficient operations. The Association agrees to provide written notification to the County (the Sheriff and the Human Resources Director) within seven (7) days following the election or selection of Association officers, representatives or other officers involved in enforcing this Agreement.

### **SECTION XXIV - NO STRIKE AGREEMENT**

- A. **Strike Prohibited**: Neither the Association nor any officers, agents, or employees will instigate, promote, encourage, sponsor, engage in or condone any strike, slow-down, concerted work stoppage or any other intentional interruption of work during the term of this Agreement.
- B. **Association Action**: Upon notification by the County to the Association that certain of its members are engaged in a violation of this provision, the Association shall immediately order such members to return to work. In the event that a strike or other work stoppage as prohibited above occurs that is not authorized by the Association, the Association agrees to take all reasonable, effective and affirmative action to secure the members' return to work as promptly as possible.

- C. Penalties: Any or all of the employees who violated any of the provisions of this section may be subjected to reasonable discipline by the County.

### **SECTION XXV - DURATION AND BARGAINING PROCEDURES**

Term: This Agreement shall become effective as of January 1, 2019 and shall remain in full force and effect through December 31, 2019, and shall renew itself for additional one-year periods thereafter unless either party, pursuant to this Section, has notified the other party in writing that it desires to alter or amend this Agreement on or before September 1st. Thereafter, the parties shall meet to mutually exchange proposals.

### **SECTION XXVI - VACATION**

- A. Employees shall receive vacation with pay as follows:
- 40 hours after 1 year employment
  - 80 hours after 2 years employment
  - 120 hours after 7 years employment
  - 160 hours after 12 years employment
  - 192 hours after 18 years employment
  - 208 hours after 20 years employment
- B. The first year's vacation shall be based on twelve months' employment and all vacations thereafter will be based on the calendar year.
- C. Unused and prorated vacation shall be credited to the employee upon termination by the employee with required notice or to the employee's family upon death of the employee.
- D. All vacations shall be taken on a current year basis and shall not accumulate from year to year.

### **SECTION XXVII – RESIGNATION NOTICE AND BENEFIT PAYOUTS**

An employee may resign by submitting a written notice, with an effective date of the resignation, to the Sheriff and the Human Resources Department. A minimum of a thirty (30) calendar day notice is required. If an employee does not give the minimum notice required, he or she will forfeit all unused and prorated vacation, unused holiday pay, prorated longevity and sick leave conversion payouts. Minimum notice requirements may be waived by the Sheriff

when the Sheriff determines that it is in the best interests of the County to do so.

**SECTION XXVIII - SAVINGS CLAUSE**

If any article or section of this Agreement, or any addendum hereto, is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

**SECTION XXIX - EQUAL EMPLOYMENT OPPORTUNITY**

The Employer and the Association agree that no employee shall be discriminated against on account of age, race, color, sex, religion, national origin, disability, veteran, or union status as provided by applicable federal and state statutes.

**SECTION XXX - LABOR-MANAGEMENT COMMITTEE**

The County and the Association shall form a Labor/Management Committee to meet as needed to discuss issues of concern and as an educational informational body.

**SECTION XXXI - FAMILY AND MEDICAL LEAVE ACTS**

The parties agree that they will abide by the provisions of the Federal and Wisconsin Family and Medical Leave Acts as provided in the Portage County Human Resources Policy.

**SECTION XXXII - ENTIRE MEMORANDUM OF AGREEMENT**

This Agreement constitutes the entire Agreement between the parties and no verbal statements shall supersede any of its provisions. Any amendment or Agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto. The parties further acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any

subject or matter not removed by law from the areas of collective bargaining and that the understandings and Agreements arrived at by the parties after the exercise of that right and the opportunity are set forth in the Agreement.

Dated at Stevens Point, Wisconsin, this 16<sup>TH</sup> day of FEBRUARY, 2019.

PORTAGE COUNTY DEPUTY  
SHERIFF'S ASSOCIATION

Rich Burghaus  
WPPA Business Agent

[Signature]  
President PCDSA

[Signature]  
Member of Bargaining Committee

[Signature]  
Member of Bargaining Committee

N/A  
Member of Bargaining Committee

PORTAGE COUNTY

[Signature]  
County Executive

[Signature]  
Chair, County Board

[Signature]  
Chair, Human Resources Committee

[Signature]  
County Clerk

[Signature]  
Human Resources Director

**APPENDIX "A"**

SALARY SCHEDULE

<u>CLASSIFICATION</u>		<u>01/01/2019</u> 2.0%	<u>09/08/2019</u> 1.0%
<u>(Shift)</u>			
Deputy I	Start (90%)	\$23.82	\$24.06
Deputy I	12 mos (95%)	\$25.15	\$25.39
Deputy I	18 mos (100%)	\$26.47	\$26.73
Deputy II	36 mos (105%)	\$27.79	\$28.07
Deputy III	5 years (110%)	\$29.12	\$29.40
Deputy IV	12 years (115%)	\$30.44	\$30.74
 <u>Road Sergeant</u>			
	Start (94%)	\$31.10	\$31.41
	1 year (97%)	\$32.10	\$32.42
	3 years (100%)	\$33.09	\$33.42
 <u>Lieutenant</u>			
	Start (94%)	\$33.82	\$34.16
	1 year (97%)	\$34.90	\$35.25
	3 years (100%)	\$35.98	\$36.34
 <u>Sergeant</u>			
(Day Shift)	Start (94%)	\$30.79	\$31.10
	1 year (97%)	\$31.77	\$32.09
	3 years (100%)	\$32.75	\$33.08
 <u>Detective</u>			
(Day Shift)	Start Deputy IV (Day)	\$30.05	\$30.35
	1 year Sergeant (Day) Start	\$30.79	\$31.10
	3 years Sergeant (Day) 1 Year	\$31.77	\$32.09
 <u>Deputy</u>			
<u>(Day Shift)</u>			
Deputy I	Start (90%)	\$23.52	\$23.75
Deputy I	12 mos (95%)	\$24.82	\$25.07
Deputy I	18 mos (100%)	\$26.13	\$26.39
Deputy II	36 mos (105%)	\$27.44	\$27.71
Deputy III	5 years (110%)	\$28.74	\$29.03
Deputy IV	12 years (115%)	\$30.05	\$30.35

Shift Differential of \$.40 for every hour worked between the time of 6:00 pm and 6:00 am will be paid to Day Shift Deputies, Day Shift Detectives and Day Shift Sergeants. Shift Deputies,

Road Sergeants and Lieutenant do not receive Shift Differential pay.

If, upon promotion to Detective or Sergeant, an employee would normally receive the same wages as they would have still received in their former position due to time in grade requirements, the employee will be eligible to receive the next higher pay classification for that new position. No employee shall be forced to receive a lesser wage rate due to the 2009 Detective reorganization.

The County and/or Sheriff may start an experienced recruit at the negotiated base salary level or advance a newly hired employee sooner than indicated above.

## APPENDIX "B"

### DEPUTY I, II, III, IV QUALIFICATIONS/DUTIES

#### Deputy I

Satisfactory completion of twelve (12) months probationary period.

#### Deputy II

1. Two (2) years of satisfactory performance after the probationary period as a Deputy I, or equivalent full-time law enforcement experience following completion of field training,; and
2. Must meet or exceed department performance standards.
3. Officer has signed acknowledgment that she/he has read and agrees to abide by the Policy and Procedure manual.

#### Deputy III

1. Five (5) years full-time service as Deputy Sheriff with the Portage County Sheriff's Office, or, at the discretion of the Sheriff, five (5) years full-time law enforcement experience after successful completion of the probationary period.
2. Meet/exceed all of the qualifications for Deputy I and Deputy II.
3. Demonstrate leadership skills, responsible work ethic, and willingness to following overall management objectives.

#### Deputy IV

1. Twelve (12) years of full-time service as a Deputy Sheriff with the Portage County Sheriff's Office.
2. Meet or exceed all of the qualification for a Deputy I, Deputy II, and Deputy III.

- A. Persons filling the Deputy II, III and IV positions may be reduced to a lower classification for a minimum of six (6) months under the following conditions:
1. Failure to maintain job qualification, or failure to satisfactorily perform the duties of the classification as reasonably determined by the Sheriff based on the performance and conduct of the officer; and
  2. Sixty (60) days prior to demotion the officer shall be notified in writing, of the job performance problem(s) and given an opportunity to improve his/her job performance and avoid the pay reduction; and
  3. Deputy was afforded a reasonable opportunity to participate in regularly scheduled training programs to maintain required certifications; and
  4. Deputy fails to meet conditions set forth in written notice by the end of the sixty (60) day period.
- B. Deputies shall be reinstated to classification and pay step if:
1. Deputy meets the conditions set forth in written notification.
  2. A minimum of six (6) months was spent at the reduced classification.
  3. Officer requests, in writing, return to the classification and the Sheriff determines that the officer has successfully demonstrated the necessary qualifications to return to the position.

SPECIAL ACTIVITY PAY

Deputies in each classification will receive a total payment of \$300.00 a year paid in February of following year if involved in a minimum of forty (40) hours per year, of one or more of authorized department's special activities (responsibilities assumed in addition to regularly assigned job duties):

- |                                 |                                 |
|---------------------------------|---------------------------------|
| Field Training Officer          | Dog Handler                     |
| Law Enforcement Trainer         | Community Service Presentations |
| SRT Member                      | Counteract Officer              |
| Technical Accident Investigator | Project Lifesaver               |

Requests for special activity pay must be made to the Sheriff prior to December 31 of each year. Payment will be made on the first payday of February of the following year.

APPENDIX "C"

CLOTHING ISSUE

Deputies

3 long sleeve shirts

3 short sleeve shirts

4 pair trousers

1 Blauer car coat

1 straw hat

1 knit winter cap

1 tie

1 baseball-style cap

Footwear and/or other approved uniform items (employee choice - maximum employer expense \$200)

Rain gear

APPENDIX "D"

The COUNTY OF PORTAGE SHERIFF'S DEPARTMENT DRUG AND ALCOHOL TESTING POLICY AND PROCEDURE with the date of January 5, 2009 shown in footnote is part of this Collective Bargaining Agreement.