

TENTATIVE AGREEMENT
Between
WINNEBAGO COUNTY
and
THE WINNEBAGO COUNTY DEPUTIES' ASSOCIATION
for a Successor Collective Bargaining Agreement

September 22, 2020

Winnebago County and the Winnebago County Deputies' Association, through its representative, the Wisconsin Professional Police Association, Law Enforcement Employee Relations Division, agree, subject to ratification by both parties, that a successor collective bargaining agreement will consist of the terms of the Agreement Between Winnebago County and Winnebago County Deputies' Association for the years 2019 through 2020 but modified only as described below:

1. ARTICLE 4 PROBATIONARY EMPLOYEES

Revise the language of section 4.01 to read in its entirety as follows:

All newly hired regular employees shall be considered probationary employees for a period of twelve (12) months beyond the end of their successful completion of the FTO training program. The probationary period may be extended by mutual consent of the County and the Association Board of Directors.

2. ARTICLE 7 WORK WEEK

Revise the first sentence of section 7.01 as follows:

The regular workweek for all employees shall consist of an average 38.2 hours, except for those employees covered by section 7.03.

3. ARTICLE 7 WORK WEEK

Revise section 7.04 by changing "Corporal Corrections – Court Services" to "Sergeant Corrections – Court Services."

4. ARTICLE 10 CORRECTIONS DIVISION WORK SCHEDULE

Revise section 10.03 as follows:

10.03 Sergeants and Corporals within the Corrections Division will work fixed shifts with the exception of ~~one two~~ (12) Sergeants and one (1) Corporal who may work a two-shift rotation between first and second shifts with three (3) duty days on each shift during each six (6) day work period. There may be up to

two (2) mirrored corrections officer positions to these positions, with appointment based upon gender as needed, and filled on a seniority basis.

Delete section 10.06 in its entirety. The six existing Corporals in the bargaining unit will be promoted to Sergeant effective 1/1/2021. Time in position as Sergeant for these individuals will be subject to the following tiebreaking order: (1) Lemke (2) Rasmussen (3) Binder (4) Colker (5) Penza (6) Escudero. This tiebreaking order will apply only to time as Sergeant for these six officers, and will not affect practice regarding tiebreakers in other situations.

5. ARTICLE 16 SICK LEAVE WITH PAY

Revise this Article as follows:

~~16.01 Employees who elect not to participate in the dental insurance plan shall accrue sick leave with pay benefits at the rate of eight (8) hours for each month of completed service. Employees who elect to participate in the dental insurance plan shall accrue sick leave with pay benefits on January 1 of each year at the rate of eight (8) days per year (64 hours). Sick leave accruals will not be subject a cap. If an employee has been on leave of absence without pay any time during the month-period used to determine sick leave with pay, he shall not accrue any sick leave with pay for said month. Unused sick leave with pay shall accumulate to a maximum of nine hundred and sixty (960) hours. An employee shall be eligible to use sick leave with pay for a period of absence from employment, which is due to his personal illness, bodily injury, or exposure to contagious disease.~~

[Sections 16.02 through 16.07 remain unchanged]

~~16.08 The following provision shall take effect January 1, 2005 for all employees hired on or after January 1, 2005, and for all employees who select the group dental insurance/sick leave package:~~

~~16.09 All employees hired on or after January 1, 2005 and employees who elect to participate in the group dental insurance/sick leave package shall accrue sick leave with pay benefits on January 1 of each year at the rate of eight (8) days per year (64 hours). In January of 2005, employees will be credited with the sick leave that they earned in December of 2004 and their accumulated balances of unused sick leave shall be carried forward. Unused sick leave shall accumulate from year to year.~~

~~16.10 Employees participating in the dental insurance/sick leave package prior to January 1, 2006 shall have a one-time option of discontinuing their participation in the group dental insurance/sick leave package. These employees may elect to discontinue their participation in December of 2005 with an effective date of January 1, 2006. Employees who choose to elect to~~

discontinue their participation in the package shall begin earning sick leave on a monthly basis from January 1, 2006 forward, however, no sick leave balance may exceed nine hundred and sixty (960) hours and any balance above nine hundred and sixty (960) hours as of the date of participation discontinuation shall be reduced to nine hundred and sixty (960) hours.

6. ARTICLE 17 INSURANCE

Revise section 17.02 as follows:

17.02 The County will contribute ~~eighty-five percent (85%)~~eighty-three percent (83%) of the monthly premium towards each employee's monthly health insurance premium. If an employee and their spouse (if on the health insurance plan) complete the County's an annual Health Risk Assessment on or before September 1st of each year, the County will contribute ~~ninety percent (90%)~~eighty-eight percent (88%) of the monthly premium towards each employee's monthly health insurance premium.

7. ARTICLE 18 DENTAL INSURANCE

Revise by deleting current section 18.02 in its entirety.

8. ARTICLE 21 VACATIONS

Revise by adding the following paragraph to section 21.03:

In addition, officers in their initial probationary period shall receive four hours of vacation time on the first of the month following 30 calendar days of employment, and the first of each month thereafter through December 1 of the calendar year during which they began employment. The vacation time granted by this paragraph will not be considered earned until probation is completed, and if an officer leaves County employment before completing probation, any used vacation will be deducted from the final pay.

9. ARTICLE 21 VACATIONS

Revise section 21.08 as follows:

21.08 Up to one-half of an employee's annual earned vacation may, if unused by December 31 of each year, be converted into pay issued in January of the subsequent year. If the employee so requests in writing by a date established by the Department, up to ~~five (5)~~ forty-eight (48) unused vacation days hours may be carried over to the subsequent year rather than being paid

out. Any vacation carried over must be used by ~~March 31~~ June 30, and if not used by that date will be lost and not paid out.

10. ARTICLE 25 ACTING OFFICER PAY

Revise section 25.01 by deleting the word "Corporal".

11. ARTICLE 45 NEGOTIATIONS

Revise the dates to reflect a three-year Agreement covering the period from January 1, 2021 through December 31, 2023.

12. APPENDIX A PROMOTIONAL PROCEDURE

Delete the words "Corporal Exam—1 year of service in the department", and renumber the following two provisions.

13. APPENDIX B COMPENSATION PLAN 2021-2023

Delete the listing for "Corporal" and the pay rates associated with that position.

Revise hourly pay rates effective 1/1/2021 to provide an increase of 2.0% for all classifications.


Revise hourly pay rates effective 1/1/2022 to provide an increase of 2.25% for all classifications.


Revise hourly pay rates effective 1/1/2023 to provide an increase of 2.25% for all classifications.


Agreed this 22nd day of September, 2020.


WINNEBAGO COUNTY DEPUTIES
ASSOCIATION, WPPA-LEER

WINNEBAGO COUNTY, WISCONSIN

By: 
Thomas A. Schrank,
Business Agent

By: 
Michael J. Collard
Human Resources Director


Kyle Schroeder, President


Melissa Rasmussen, Vice-President