

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

March 11, 2019

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 2016 through 2018 but modified only as described below:

1. Revise the first paragraph of the Agreement as follows (additions being shown by underlining and deletions shown by strikeouts throughout this document):

THIS AGREEMENT, made and entered into by and between WINNEBAGO COUNTY, hereinafter referred to as the "Employer" or the "County," and the Winnebago County Deputies' Association ~~LABOR ASSOCIATION OF WISCONSIN, INC.~~, hereinafter referred to as the "Association," ~~for and on behalf of its affiliate local and the Winnebago County Deputies' Association~~ by and through its representative, the Wisconsin Professional Police Association Law Enforcement Employee Relations Division (hereinafter referred to as "WPPA-LEER").

2. ARTICLE 1 RECOGNITION AND UNIT OF REPRESENTATION

Delete the first paragraph of this article and replace it with the following:

The County hereby recognizes the WPPA-LEER as the sole and exclusive bargaining agent with respect to hours, wages, and other conditions of employment for all public safety employees (as that term is defined by the Wisconsin Statutes) of the Winnebago County Sheriff's Office, excluding the Sheriff, Chief Deputy, Captains, Lieutenants, and the Crime Analyst (one position only).

3. ARTICLE 4 PROBATIONARY EMPLOYEES

Revise the second paragraph of this article as shown below:

All probationary employees shall receive sick leave, holiday, and vacation benefits as specified for probationary employees in Articles 12, 14, and 15 ~~eight (8) hours' pay for each holiday as it occurs. Upon~~

~~completion of 993 hours of service, probationary employees shall be eligible to use paid sick leave accrued since the date of hire. Upon completion of 1,986 hours of service, employees shall be eligible to use paid vacations accrued between their date of hire and December 31 of their year of hire.~~

#### 4. ARTICLE 5 GRIEVANCE PROCEDURE

Revise the fourth through ninth paragraphs as follows:

The Chief Deputy, or his designee, shall respond orally within ~~ten~~five (105) workdays (holidays and weekends not to be construed as workdays) after presentation of the grievance.

Step 2. If the grievance is not settled at Step 1, it shall be presented in writing to the Director of Human Resources within ~~ten~~five (105) workdays (holidays and weekends not to be construed as workdays) after the presentation of the Step 1 response of the Chief Deputy or his designee. If the grievance is not presented within the specified time period, it shall be deemed abandoned and shall not, thereafter, form the basis of a grievance between the parties hereto.

The Director of Human Resources shall render a written response within ~~ten~~five (105) workdays (holidays and weekends not to be construed as workdays) after presentation of the grievance in writing.

Step 3. If the grievance is not settled at Step 2, the Association shall present a written notice of intent to arbitrate to the Director of Human Resources within ten (10) workdays (holidays and weekends not to be construed as workdays) after the issuance of the Director of Human Resources written response at Step 2.

If such notice is not presented within the specified time period, the grievance shall be waived and abandoned and shall not, thereafter, form the basis of a grievance between the parties hereto.

Upon receipt of the notice of intent to arbitrate, the parties shall arrange, by mutual agreement, to select an arbitrator to hear the grievance. In the event that an arbitrator cannot be selected by mutual agreement the following selection procedure shall apply: Prior to filing for arbitration, the parties shall ~~each select three arbitrators from the WERC staff. From those six arbitrators, five names will be drawn. The parties shall then proceed to alternately strike from the panel until an arbitrator is selected.~~request that the WERC provide a list of three available arbitrators. The parties will then each strike one available arbitrator, and

the remaining arbitrator will hear the grievance. The striking order shall be determined by a coin toss.

5. ARTICLE 7 WORK WEEK

Revise by adding language to the first section of the current Article 7, as follows:

Temporary variations in work starting and ending times, or in duty assignments, may be made if freely agreed to by the affected employee and by management, acting in its discretion.

Further revise, in accordance with a Side Letter of Agreement dated May 23, 2017, by adding language to the currently existing third paragraph of this Article as follows:

The person(s) assigned as Courthouse Security Officer shall work a 5-2 schedule Monday through Friday with a one-half hour paid lunch period. The person(s) assigned as Courthouse Security Officers working a 5-2 schedule Monday through Friday may be adjusted as needed by up to two hours in either directions from the starting and ending times.

The current hours of the Courthouse Security Officers are:

7:00 a.m. – 3:00 p.m.

8:00 a.m. – 4:00 p.m.

9:00 a.m. – 5:00 p.m.

Further revise the first sentence of the second paragraph under the heading “Switching Shifts/Duty Days” as follows:

A maximum of ~~tensix~~ (106) trades may be initiated per calendar year per employee.

6. ARTICLE 12 SICK LEAVE WITH PAY

Revise by adding the following language after the first paragraph:

Officers in their initial probationary period shall receive a prorated amount of sick leave, based on the number of full months remaining in the calendar year, on the first of the month following 30 calendar days of employment, and may use sick leave according to the same rules as officers who have completed probation. Paid sick leave received under this paragraph will not be considered earned until probation is completed, and if an officer leaves County employment before completing probation, any used paid sick leave will be deducted from the final pay.

7. ARTICLE 14 HOLIDAYS

Revise the fifth paragraph of this Article as follows:

Officers in their initial probationary period as part of the bargaining unit shall receive eight hours of holiday time on the first of the month following 30 calendar days of employment, and the first of each month thereafter until completion of their initial probationary period~~eight (8) hours' pay rather than time off for each holiday as it occurs.~~ Upon completion of their initial probationary period, Officers will receive eight hours of holiday time for each month remaining in the calendar year~~their accrued, unused paid holiday time for the remaining calendar year.~~ Thereafter, they shall receive their accrued paid holiday hours on January 1<sup>st</sup>.

8. ARTICLE 15 VACATIONS

Revise by adding the following paragraph after the current fourth paragraph of the Article (the vacation schedule):

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 16 FUNERAL LEAVE

Revise by deleting all of the current language of this Article and replacing with the following:

An employee is eligible for three consecutive working days of funeral leave to plan and attend the funeral of a member of the employee's immediate family, and one working day of funeral leave to plan and attend the funeral of a member of the employee's extended family.

Funeral leave must be used during the period starting on the day of death through the seventh calendar day after the day of the funeral. An employee may not use funeral leave during a vacation, period of sick leave, or other leave of absence if the vacation or leave was approved before the death occurred.

Members of the employee's immediate family for purposes of funeral leave are the employee's current spouse, child, parent, current stepchild,

brother, sister, current mother-in-law, current father-in-law, and current step-parent.

Members of the employee's extended family for purposes of funeral leave are the employee's grandparent, grandchild, aunt, uncle, niece, nephew, the spouse of the employee's sister or brother, the sister or brother of the employee's spouse, current son-in-law, and current daughter-in-law.

# 10. ARTICLE 17 UNIFORM ALLOWANCE

Revise by deleting language as follows:

~~———— All employees who are required to wear a uniform in the performance of their duties shall be eligible for an annual uniform allowance in the amount of six hundred dollars (\$600.00) for the purpose of purchasing approved uniform items and for any related shipping and handling charges. Employees shall be solely responsible for placing orders and for handling returns and exchanges. Allowance monies shall be payable in the first pay period in January of each year. In the event an employee resigns or is terminated during the year that employee shall have a deduction made on their final payroll check for their unused uniform allowance on a pro rata basis. The calculation will be: Current annual uniform allowance — [(current annual uniform allowance / 12 months) \* number of months worked in the calendar year] = deduction on final paycheck.~~

~~Employees hired during the year shall be immediately eligible for the full annual uniform allowance but their allowance for the succeeding year shall be reduced by fifty dollars (\$50.00) per month for each full month not worked in the calendar year of hire. Effective January 1, 2017, the \$600.00 annual uniform allowance shall be reduced to \$0.30 per hour and shall be added to the base wages before the annual increase.~~

~~Employees, who move into Patrol or the Detective Division, shall receive an additional \$250.00 allowance only once in a floating 12-month period. The Personnel Action Form is the controlling document for the start of the 12-month period. New employees terminating during their probationary period are required to turn in to the Department all uniform items in their possession that would serve to identify them as members of the Department.~~

~~Effective January 1, 2017, a~~All newly hired employees who are required to wear a uniform in the performance of their duties shall be eligible for a one-time uniform allowance in the amount of six hundred dollars (\$600.00) for the purpose of purchasing approved uniform items and for any related shipping and handling charges. Employees shall be

solely responsible for placing orders and for handling returns and exchanges. Allowance monies shall be payable in the first pay period of employment. In the event an employee resigns or is terminated during the year that employee shall have a deduction made on their final payroll check for their unused uniform allowance on a pro rata basis. The calculation will be: Current initial uniform allowance – [(current initial uniform allowance / 12 months) \* number of months worked in the calendar year] = deduction on final paycheck. New employees terminating during their probationary period are required to turn in to the Department all uniform items in their possession that would serve to identify them as members of the Department.

In addition, the County shall replace or repair, at its option, uniforms and items of personal property and equipment damaged in the course of duty when replacement costs are not recovered through court-ordered restitution. It is agreed that any repair or replacement of uniform items will only be provided for uniform items that have not been exposed to extensive wear. For purposes of this Article, the uniform must be damaged to the extent that it does not meet Department standards. Employees are responsible for acquiring and maintaining uniforms and related items in accordance with the Department policy.

If an employee's glasses are damaged in the line of duty the Employer will compensate the employee for the loss or repair; and seek remuneration through the courts.

11. ARTICLE 18 COMPENSATION PLAN

Revise the second paragraph of this Article as follows:

Newly hired officers shall be required to ~~become certified law enforcement officers~~ maintain state certification as a law enforcement or jail officer as a condition of continued employment. Assignment to the recruit training programs for all officers shall be at the discretion of Management.

12. ARTICLE 22 DUES DEDUCTION

Revise by deleting the current Article 22 in its entirety and replacing it with the following language:

ARTICLE 28  
DUES DEDUCTIONS

A. The Employer agrees to deduct monthly dues in the amount certified by the WPPA-LEER from the pay of employees who individually

sign a dues deduction authorization form supplied by the WPPA-LEER 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.

B. It shall be the WPPA-LEER's responsibility to obtain dues authorization forms from new employees and provide them to the Employer. Dues deductions will be made on the second payroll of each month. Dues deduction forms must be received by the Human Resources Department at least ten calendar days before the payroll when deductions are taken.

C. The Employer shall notify the WPPA-LEER of all new hires within 10 days of their start date.

D. The Employer shall deduct the combined dues amount each month for each employee requesting such deduction 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 the local Association if applicable, in one lump sum no later than the 15<sup>th</sup> of the month following the month during which the dues were deducted. Any changes in the amounts of dues to be deducted must be received by the Human Resources Department by the first day of the month in which the deductions will be taken.

E. Authorization of dues deduction by a voluntary member may be revoked upon notice in writing to the Employer, WPPA-LEER, or to the local Association.

F. 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 or local Association's constitution and by-laws. No employee shall be denied membership because of race, creed, color, sex, or other legally protected class status.

G. 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 or the local Association. WPPA-LEER shall indemnify and hold the Employer harmless against any and all claims, demands, suits, order, judgments, or any other forms of liability against Employer which may arise out of Employer's compliance with this Article.

13. ARTICLE 36 DRUG TESTING

Revise by deleting all of the currently existing language in this Article, and replacing with the following language:

Officers may be subject to drug and alcohol testing under Winnebago County Human Resources Policy 7.04. Additionally, officers will be tested as part of all promotional procedures and transfers from one division to another. Officers may also be subjected to testing after any use of deadly force or motor vehicle accident.

On a yearly basis, random drug testing will be conducted on up to five officers. The random selection pool will include all officers (this includes the Emergency Response Unit and the Multi-Jurisdictional Group/Drug Unit). The random selection of the names of five officers will be drawn by the president or selected designee of the bargaining unit and a representative from management.

14. ARTICLE 39 NEGOTIATIONS

Revise the dates to reflect a two-year Agreement covering the period from January 1, 2019 through December 31, 2020.

15. APPENDIX A PROMOTIONAL PROCEDURE

Revise as follows:

Persons selected for placement into any rank above that of Police Officer/Corrections Officer shall be selected from a list of the three candidates who score highest in the competitive written examination for named ranks administered by the State of Wisconsin or appropriate alternate source. This written exam shall be appropriate to the position. (In the event that tie scores in the competitive exam result in more than three finalists, the number of finalists shall be increased to include all finalists having the same score as the third highest finalist.)

In order to be eligible to write the competitive exams for promotion, candidates must meet or exceed the following minimum length of service requirements for the respective ranks at the time of examination:

1. Corporal Exam - 12 years of service in the department.
2. Detective Exam - 3.5 years of service in the department and a minimum of 12 years in patrol.
3. Sergeant Exam - 35 years of service in the Department.



~~— In addition to meeting the length of service requirements, actual promotion shall be contingent upon the candidate's meeting or exceeding the following minimum time-in-grade requirements for the respective ranks:~~

- ~~1. Corporal - 2 years' experience in the Corrections Division.~~
- ~~2. Sergeant — 1 year experience in the division in which the vacancy exists. (This provision does not apply to positions within the Support Services Division).~~

Upon completion of the examination process, the results shall be posted by ~~Social Security~~ individual employee identification number, and the Association shall be provided with a copy. The results shall remain valid for a period not to exceed two years. In the event that the list of eligibles contains less than the names of three individuals having passing scores, a new test shall be conducted and a new list prepared.

Once a vacancy occurs, the names of the top three candidates for promotion shall be presented to the Sheriff. In the event that the first person selected turns down the offer of promotion, the Sheriff shall be given a new list of three names excluding the name of the individual who turned down the offer of promotion. In the event of vacancies in more than one rank, the vacancy in the highest rank shall be filled first.

#### 16. REORGANIZATION OF ARTICLES AND SECTIONS THROUGHOUT

The language of the agreement will be reorganized by dividing Article 7 into several different Articles, by renumbering all Articles, and by dividing Articles into sections and assigning section numbers thereto.

#### 17. ARTICLE 31 DEATH OR INJURIES CAUSED BY THE USE OF DEADLY FORCE

Revise by deleting all of the current language of this Article and replacing it with the following language:

#### ARTICLE 37 OFFICER-INVOLVED CRITICAL INCIDENT

Wisconsin Statutes section 175.47 requires that, in the event of the death of an individual as the result of an action or inaction by a law enforcement officer, the ensuing investigation must be conducted by an investigative team from an independent agency. This will be done in accordance with Winnebago Policy—"Officer Involved Death or Critical Incident", policy number 6.5.

18. ARTICLE 27 MATERNITY LEAVE

Revise by adding the following section at the end of the language of the current Article 27:

There are times when the employee may have medical restrictions that prevent full-time duty in their assigned position but allow for light duty work, then the Sheriff in his/her discretion may assign the light duty to that employee, provided there is no job related medical restricted employee who qualifies for light duty. If there are more non-job-related medical restricted employees available for light duty work than work available, the Sheriff shall assign the work to the employee who first requested it off in writing. Employees regardless of the rate of pay for the light duty position they are placed in shall receive their normal rate of pay.

19. APPENDIX B COMPENSATION PLAN 2019-2020

Revise to reflect increases of 2.25% in pay rates for all positions effective 1/1/2019 and an additional 2.25% effective 1/1/2020.

20. APPENDIX B COMPENSATION PLAN 2019-2020

Revise the compensation table by eliminating the position of Detective Sergeant and by placing each position (Sergeant, Detective, Corporal, Police Officer, and Corrections Officer) in its own row in the table.

21. APPENDIX B COMPENSATION PLAN 2019-2020

Revise the pay rate for Detective, effective 1/1/2020, so that it is equal to the pay rate for Sergeant effective 1/1/2020.