

TENTATIVE AGREEMENTS

Between

WINNEBAGO COUNTY

And The

LABOR ASSOCIATION OF WISCONSIN, INC.

For and On Behalf of The

***WINNEBAGO COUNTY DEPUTIES ASSOCIATION
Local 107***

February 14, 2016

1. **ARTICLE 4 – PROBATIONARY EMPLOYEES**

Page 2, Lines 19-23. Modify as follows: “All newly promoted or transferred employees shall serve a six (6) month probationary period beyond the end of their successful completion of the FTO training program. At any time during the course of his probationary period, the Department may return the employee to his former division/~~shift~~ or the employee, within sixty (60) days after completing training in the new division/~~shift~~, may elect to return to his former division/~~shift~~, and any such decision shall not be grievable under Article 5 of this Agreement.”

2. **ARTICLE 7 – WORK WEEK**

Delete reference to “juvenile officer.”

3. **ARTICLE 7 – WORK WEEK**

Page 4, Lines 12-22. Rewrite as follows: “The person assigned as Courthouse Security Officer shall work a 5-2 schedule Monday through Friday ~~from 8:00 A.M. to 4:30 P.M.~~ with a one-half hour ~~un~~paid lunch period.

Employees serving in the capacities listed below shall work on a duty schedule consisting of five (5) consecutive work days of seven (7) hours and forty (40) minutes including a thirty (30) minute unpaid lunch period Monday through Friday:

Corrections Administrative Sergeant
Correctional Officer - Court Services
Corporal Corrections - Court Services

The number of personnel assigned in these capacities may vary from time to time depending upon the needs of the Department. Such employees who are required to work without a lunch break may be allowed to adjust their ending time at the discretion of their supervisor.

[If a temporary vacancy exists within the Court Services Unit, the Department shall have the ability to flex the hours of employees not assigned to the Court Services Unit to fill the hours of the vacancy if the employee agrees to the change of hours. The employees assigned shall work the hours the vacancy was normally scheduled for.](#)”

4. **ARTICLE 7 – WORK WEEK**

Page 4, lines 33-37. Modify as follows: “In the event that temporarily increased staffing is required during ~~large scale events~~the E.A.A. Convention and other similar emergencies, for a period not to exceed two (2) weeks in duration, employees from other shifts may be temporarily assigned to such shifts provided that the affected employees are notified at least three (3) days prior to the first reassignment date. In these emergency situations, single day reassignments to special shifts may be made provided that the affected employees are notified at least eight (8) hours prior to the revised starting time.”

5. **ARTICLE 7 – WORK WEEK**

Page 5, Lines 11-12. Rewrite as follows: “Starting and ending times for the 5-2 rotation and the 4-4 rotation may be adjusted as needed by up to two hours in either direction from the starting and ending times in effect ~~when the position was most recently posted on March 1, 1998.~~”

6. **ARTICLE 8 – EXTRA TIME**

Page 6, Lines 33-38. Modify as follows: “Time worked by employees in excess of the regularly scheduled workday or workweek shall be paid at the rate of time and one-half.

To the extent permissible by law, time worked in excess of the regularly scheduled workday or workweek involving in-service training, schooling, departmental and shift meetings shall be paid at the rate of straight time, or time off at the same rate at the employee's option, however, no accumulation of compensatory time shall be carried over from one year to the next. Paid vacation, paid holidays, paid compensatory time off shall be considered as hours worked for purposes of computing overtime. Paid sick time off will not be considered hours worked for the purpose of computing overtime for work in excess of the regularly scheduled workday."

7. **ARTICLE 12 – SICK LEAVE WITH PAY**

Page 8. Rewrite the following paragraph as follows: "Definition – Sick leave is a form of paid time off which shall be provided to an employee for periods of absences which are necessitated by personal illness or injury of the employee or for medical or dental appointments of the employee which cannot be reasonably scheduled outside of work hours. Employees shall be allowed to use up to four (4) days of sick leave per calendar year for personal illness or injury or for medical and dental appointments of the employee's spouse or children which cannot be reasonably scheduled outside of work hours. The Sheriff can request documentation (Doctor's note, note/letter from School, etc.) for the four (4) days of sick leave. Sick leave shall be granted to an employee for his exposure to a contagious disease during the contagious period. In addition, sick leave shall be granted for use under the provisions of the State and Federal Family and Medical Leave Laws. Sick leave is not available to employees for any other purpose, unless stated in the association contract."

8. **ARTICLE 13 – INSURANCE**

Page 9, Lines 7-29, Health Insurance. Modify as follows: "All employees shall be eligible to participate in the County's group health insurance program.

~~Effective for the month of October, 2009 the employee's fifteen percent (15%) share shall not exceed one hundred ten dollars (\$110.00) per month for single coverage and two hundred twenty dollars (\$220.00) per month for double or family coverage.~~

~~Effective for the October 1, 2012 premium, t~~The County will contribute eighty-five percent (85%) of the monthly premium ~~amount of Plan 2 in either the Network Health Plan or the UMR Health Insurance Plan~~ towards each employee's monthly health insurance premium. If an employee and their spouse complete an annual Health Risk Assessment on or before September 1st of each year, the County will contribute ninety percent (90%) of the monthly premium ~~amount of Plan 2 in either the Network Health Plan or the UMR Health Insurance Plan~~ towards each employee's monthly health insurance premium.

~~The employer reserves the right to change health insurance providers and/or move to an insurance pool. If a married couple are both employees of Winnebago County, they shall share one (1) family plan.~~

The employees' monthly insurance premium payments will be taken out of employees' checks twice per month.

An employee having a spouse who also works for Winnebago County shall share one family plan.

~~The group health benefits and coverages shall not be modified during the term of this Agreement without mutual agreement between the parties.~~

The County agrees to make available to employees, Wisconsin Group Life Insurance as provided by Wisconsin Statutes.

County participation in the cost of any such group hospitalization premium or life insurance premium will terminate upon the occurrence of either of the following:

1. An employee is off work more than one (1) year due to illness or injury; or
2. An employee terminates his employment or has his employment terminated for any reason.

9. **ARTICLE 13 – INSURANCE**

Page 9, Lines 31-36, Dental Insurance. Rewrite as follows: “~~The County agrees to make available to employees a dental insurance plan comparable to that offered to administrative personnel.~~ The County shall pay eighty-five percent (85%) of the cost of the family and single plans and the employee shall pay the remaining fifteen percent (15%) of the cost of the family and single plans. Cost sharing for part-time employees shall be on the same basis as for health insurance.

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).

10. **ARTICLE 14 – HOLIDAYS**

Page 10, Lines 22-25. Revise as follows: “~~Corrections Officers in their initial probationary period as part of the bargaining unit, on probation, assigned to work a flexible schedule shall receive eight (8) hours' pay rather than time off for each holiday as it occurs. Upon completion of their initial probationary period, Flex Correctional Officers will receive their accrued, unused paid holiday time for the remaining calendar year. Thereafter, they shall receive their accrued paid holiday hours on January 1st.~~”

11. **ARTICLE 14 – HOLIDAYS**

Page 10, Line 27. Modify as follows: “All employees who work a regular Monday through Friday schedule shall take paid holidays on the actual holidays as designated by the Department or, upon the approval of the Chief Deputy or designee, the officer may be allowed to bank particular paid holidays to be used at a later date.”

12. **ARTICLE 15 – VACATIONS**

Pages 10-12. Rewrite as follows: “As hereinafter provided, all employees shall be entitled to a vacation and shall earn annual vacations ~~based upon their anniversary date of hire.~~ Persons hired ~~after January 1, 1982,~~ shall earn vacation as of January 1 of each succeeding year. Vacation earnings shall be prorated for the first partial year of service based upon the number of full months completed.

For purposes of determining future year's vacation eligibility, the first partial year of service shall be treated as a full year, ~~and January 1 of that year shall be used as the anniversary date of the employee for vacation earnings purposes.~~

~~Persons hired prior to January 1, 1982, shall have the option of converting their vacation earnings basis to the above calendar year basis.~~The vacation schedule shall be as follows:

- Forty-eight (48) hours of time off with pay after one (1) year of continuous service;
- Ninety-six (96) hours of time off with pay after three (3) years of continuous service;
- One hundred forty-four (144) hours of time off with pay after seven (7) years of continuous service;
- One hundred ninety-two (192) hours of time off with pay after twelve (12) years of continuous service.
- Two hundred forty (240) hours of time off with pay after seventeen (17) years of continuous service.

Vacation time may be used in increments of one hour or more in accordance with Department policy.

To determine the total years of continuous service, such service shall be deemed to have commenced as of the last date the employee was hired by the County provided, however, a starting date with the Sheriff's Department in a position covered in this Agreement shall be used to determine the department seniority which shall be the criterion for determining vacation selection by seniority within the bargaining unit regardless of rank.

Such service shall not be considered interrupted while the employee is on military leave, leave of absence without pay, layoff, or while the said employee is receiving weekly, temporary disability benefits pursuant to the Workers' Compensation laws of the State of Wisconsin for an injury which occurred while in the employ of Winnebago County.

If an employee has been on military leave, leave of absence without pay, layoff or receiving weekly, temporary disability benefits pursuant to the Workers' Compensation laws of the State of Wisconsin for an injury which occurred while in the employ of Winnebago County, for more than thirty (30) days during the period used to determine his annual earned vacation, he shall receive prorated vacation on the basis of one-twelfth (1/12th) of his total allowable annual vacation for each calendar month of completed service during the said annual period.

~~Vacation may be taken in the one-year period following the employee's anniversary date. Employees who have used vacation in advance of their anniversary date in the past shall reduce such advance utilization by one day per year until no vacation is used prior to the employee's anniversary date. In addition, employees earning a third or fourth week of vacation (18 or 24 days) for the first time as of their anniversary date in 1986 or later shall be ineligible to use their new week's entitlement in advance of their anniversary date.~~

Any employee who terminates his employment, or has his employment terminated for any reason, shall be compensated for all earned vacation time unused as of the date of termination. The employee shall reimburse the County for any vacation time taken but not earned at the time of his termination.

~~Up to one-half of an employee's annual earned vacation may, if unused by December 31st 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) unused vacation days may be carried over to the subsequent year rather than being paid out. Any vacation carried over must be used by March 31st, and if not used by that date will be lost and not paid out. accumulated but unused vacation time may, at his option, be converted into pay during the month preceding his "anniversary date," provided that he requests such payment in accordance with procedures established by the Department at least thirty (30) days prior to his "anniversary date." This provision shall apply only to vacation time earned as of the preceding eligibility date.~~

13. **ARTICLE 17 – UNIFORM ALLOWANCE**

Pages 12-13. Modify 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, 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."

14. **ARTICLE 18 – COMPENSATION PLAN**

Page 13. Add the following: "Employees assigned as a Field Training Officer (FTO) shall receive an additional One Dollar (\$1.00) for all hours working in that assignment."

15. **ARTICLE 21 – PROFESSIONAL IMPROVEMENT PROGRAM**

Pages 13-15. Delete this Article and replace with the following: "Employees who are receiving education pay as of 12/31/2015 will continue to receive education pay at the same rate that they were receiving as of 12/31/2015. Employees new to the bargaining unit after 12/31/2015 will not be eligible for education pay."

16. **ARTICLE 31 – DEATH OR INJURIES CAUSED BY USE OF DEADLY FORCE**

Page 18. Rewrite as follows: “Death or injuries caused by the use of deadly force shall constitute a leave of absence under the following conditions:

- A. The Sheriff and Chief Deputy will be notified immediately.
- B. The officer involved will surrender the weapon used in the incident to the officer handling the initial investigation at the scene.
- ~~C. An investigating team consisting of one administrator, one detective, and one patrolman shall be appointed by the Sheriff to thoroughly investigate the entire incident.~~
- CD. The officer will be placed upon immediate leave with pay until the matter has been investigated. Upon conclusion of the investigation, a ruling will be given by the Sheriff, or in the event of death, by the Coroner or a Coroner's jury.
- ~~DE.~~ The officer shall document all incidents leading to and including the actual incident in which injuries or death were caused.
- ~~F. All of the findings of the investigating team shall be made available to the Sheriff upon the conclusion of the investigation.~~
- ~~G. If, after conferring with the District Attorney, the Sheriff rules there is no gross negligence on the officer's part, he shall then be returned to active duty, and his weapon returned.~~EH. An explanation of the entire incident, including the final disposition of the matter, shall be placed in the officer's personnel file.
- FI. If the incident involves death or great bodily harm to any person, before returning to active duty the officer shall be required to participate in psychological counseling and evaluation. This service shall be made available to any other officer who may be involved in the incident.

17. **ARTICLE 32**

Pages 18-19. Rewrite as follows: “Seniority shall consist of the total calendar time elapsed since the employee's last date of hire. ~~Employees who go from the position of Substitute Corrections Officer to another position with no break in service shall be credited for their substitute service based upon their date of hire as a Substitute Corrections Officer. Such employees shall be assigned a formula hire date representing their total hours worked as a proportionate part of a full-time work year.~~

Seniority, as defined above, shall be used to determine the pay grade, the number of vacation days an employee is eligible for, vacation selection and the status of the employee for layoff and recall purposes.

An employee shall lose his seniority when he quits or is discharged for just cause. An employee who is on a leave of absence or who has been laid off shall not lose his seniority. ~~The most recent seniority list labeled as "Appendix A" is attached and made a part of this Agreement.~~

The County will make a current seniority list available to the Association and its members, either electronically or in hard copy, and will update the list at least quarterly if there are changes.”

18. **ARTICLE 37 – LONG TERM DISABILITY/CARE INSURANCE**

Pages 25-26. Rewrite as follows: “The County shall provide long term disability insurance with a sixty (60) day elimination period to persons in positions represented by the Association and pay the full premium. Employees may buy down the elimination period to thirty (30) days by paying the difference in the premium. The long-term disability insurance is subject to the waiting period and enrollment provisions of the policy.

~~Effective September 1, 2007 the County agrees to make available to employees who retire after August 31, 2007, Long Term Care (LTC) Insurance. The retired employee shall pay the full premium cost of the LTC Insurance.~~

19. **APPENDIX A**
 Pages 28-30. Remove seniority list from the collective bargaining agreement.

20. **APPENDIX C**
 Page 32. Increase the wages by the following amounts:
 Effective 1/1/16: 1.0%
 Effective 1/1/17: \$0.30 (Uniform Allowance)
 Effective 1/1/17: 1.0%
 Effective 1/1/18: 1.5%

(Rates are shown hourly pay rates in effect as of the dates indicated)

	1/1/16	1/1/17	1/1/17	1/1/18
	1.0%	\$0.30	1.0%	1.5%
Detective Sergeant Sergeant	31.80	32.10	32.42	32.91
Detective Corporal	30.99	31.29	31.60	32.07
Police Officer Corrections Officer	30.24	30.54	30.85	31.31

Insofar as Police Officers and Corrections Officers are concerned, the maximum hourly (bi-weekly) salary in each year shall be administered as follows:

	1/1/16	1/1/17	1/1/17	1/1/18
	1.0%	\$0.30	1.0%	1.5%
Over 4.5 Yrs Maximum Rate	30.24	30.54	30.85	31.31
3.5 – 4.5 Yrs	28.22	28.52	28.81	29.24
2.5 – 3.5 Yrs	26.24	26.54	26.81	27.21
18 Months – 2.5 Yrs	24.97	25.27	25.52	25.90
Less than 18 Months	23.65	23.95	24.19	24.55

Persons appointed to ranks above that of Police Officer or Corrections Officer and who have not yet completed 4.5 years of service shall be paid at a percentage of the maximum rate for their new rank in accordance with the above schedule based upon their length of service.

No retroactive wage increases are to be provided to employees who terminate prior to the date of contract signing. This provision does not apply to employees who retire.