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3 **RESOLUTION: Ratifying Tentative Agreement between Winnebago County and the Winnebago County**
4 **Deputies' Association Covering January 1, 2024 through December 31, 2026**
5

6 **TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:**

7 **WHEREAS**, the existing collective bargaining agreement between Winnebago County and the Winnebago
8 County Deputies' Association expired on December 31, 2023; and

9 **WHEREAS**, a Tentative Agreement has been reached which specifies changes for a successor collective
10 bargaining agreement to cover the calendar years 2024, 2025, and 2026; and

11 **WHEREAS**, the Tentative Agreement has been ratified by the Deputies' Association; and

12 **WHEREAS**, the Tentative Agreement incorporates many of the practices that had been put into place by
13 previous Memoranda of Understanding, such as schedule changes, rules on the switching of shifts, accelerated
14 benefits, and compensation, as well as other, relatively minor, language changes; and

15 **WHEREAS**, this Tentative Agreement takes into account recent changes in the labor market for law
16 enforcement officers, such as a very substantial increase in pay for jailers employed by the state Department of
17 Corrections as well as recent contract settlements for the City of Oshkosh police department and for several
18 comparable county law enforcement bargaining units; and

19 **WHEREAS**, some of the most noteworthy changes in the Tentative Agreement are as follows:
20

- 21 ▪ Patrol and Corrections schedule changing from 8-hour shifts working 6 days then off 3 days, to 12-
22 hour shifts working 4 days then off 5 days.
- 23 ▪ Standardizing other schedules to 40 hours/week by either working 8-hour shifts or 10-hour shifts.
- 24 ▪ Updating the guidelines to provide for the switching of shifts among employees.
- 25 ▪ Adjusting the hours of sick time earned to better align with a 12-hour schedule.
- 26 ▪ Modifying the language regarding Holidays to simplify and clean up language that more precisely
27 identifies how earned and paid out upon leaving employment. This clarification minimizes
28 misunderstandings and therefore reduces future grievances.
- 29 ▪ Codifies changes in an existing MOU regarding the vacation earning schedule and ability to base
30 earnings on service in another agency in similar capacity.
- 31 ▪ Minimizes opportunity to pay out earned, but unused benefit time, which streamlines payroll
32 operations.
- 33 ▪ Expands the type of paid time off that can be utilized to supplement funeral leave to support
34 employees facing loss.
- 35 ▪ Patrol and Corrections Deputies will return to following the same wage table. In January 2022,
36 Patrol Deputies received a \$3.00/hour pay increase across all steps due to market issues which
37 resulted in a high turnover rate and lack of qualified applicants. This Tentative Agreement will
38 provide Corrections Deputies that same \$3.00/hour increase as of January 2024. This will keep
39 those positions competitive with the State DOC rates.
- 40 ▪ The length in time for each pay step has been lengthened by six months.
- 41 ▪ The starting pay rate increases 3.0% each year, steps in the middle increase 4% each year, and the
42 maximum rate increases 4.5% each year;

43 and
44

WHEREAS, ratification of this Tentative Agreement will position the County well with respect to recruitment and retention of deputies in the Sheriff's Office, while providing fair compensation to those officers, and is in the best interests of Winnebago County; and

WHEREAS, sufficient funds have been set aside in the 2024 salary contingency to cover the costs associated with this Agreement;

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it ratifies the Tentative Agreement between Winnebago County and the Winnebago County Deputies' Association covering January 1, 2024 through December 31, 2026, and that the County Executive and County Clerk are authorized to execute a new collective bargaining agreement reflecting its terms.

BE IT FURTHER RESOLVED that the additional wage and benefit expenses associated with this Tentative Agreement for calendar year 2024 may be transferred from the salary contingency account to appropriate labor expense accounts for the Sheriff's Office.

Fiscal Note: Additional costs for the Sheriff's Office in calendar year 2024 resulting from this agreement are projected to be \$632,773 in wages and \$146,077 in fringes, for a total of \$778,850, which should be transferred from the salary contingency account to the appropriate labor expense accounts for the Sheriff's Office.

Respectfully submitted by:

PERSONNEL & FINANCE COMMITTEE

Committee Vote: **5-0**

Vote Required for Passage: **Majority of Members Present**

Approved by the Winnebago County Executive this _____ day of _____, 2024.

Jonathan D. Doemel

Winnebago County Executive

Agenda Item Report



Winnebago County
The Wave of the Future

DATE: February 27, 2024

FROM: Human Resources

RE: Resolution 326-022024: Ratifying Tentative Agreement between Winnebago County and the Winnebago County Deputies' Association Covering January 1, 2024 through December 31, 2026

General Description:

The existing collective bargaining agreement between Winnebago County and the Winnebago County Deputies' Association expired on December 31, 2023. A Tentative Agreement has been reached on a successor Agreement.

Action Requested:

Recommend the County Board approve this resolution which ratifies the Tentative Agreement on behalf of Winnebago County for a new collective bargaining agreement reflecting the changes identified in the Tentative Agreement covering the period January 1, 2024, through December 31, 2026.

Procedural Steps:

Committee of Jurisdiction: P&F

Meeting Date: 2/01/2024

Action taken: Recommend Passage Vote: 5-0

County Board:

Meeting Date: 02/27/2024

Background

Negotiators for the County and the Deputies' Association have reached a Tentative Agreement (attached) regarding changes to the collective bargaining agreement that would cover calendar years 2024, 2025, and 2026. This Tentative Agreement has been ratified by the Deputies' Association.

During the term of the previous Agreement, several Memorandums of Understanding (MOU) were reached, which temporarily modified certain terms. This Tentative Agreement incorporates much of the practices that had been put into place by those MOUs, such as various schedule changes, rules on the switching of shifts, accelerated benefits, and compensation. In addition, various minor language changes were made.

As always, market forces were a significant factor in negotiations. Particularly, the State of Wisconsin substantially increased pay for correctional officers working for the Department of Corrections (DOC) to \$33.00/hour. It had already been challenging recruiting and retaining Deputies in the Corrections Division at the Sheriff's Office when our rate of pay was higher than those of the DOC. The State's change will only make the market for talent more competitive. And while this Agreement does not match DOC's starting wage, it does get us much closer. Recent settlements of other public safety bargaining units, including the City of Oshkosh and other counties were taken into consideration and the wage proposal is

in the market of other settlements.

The Tentative Agreement provides favorable changes for both the County and Association, while also not granting every request. Language and scheduling changes are a benefit to the County.

Some of the most noteworthy changes are as follows:

- Patrol and Corrections schedule changing from 8-hour shifts working 6 days then off 3 days, to 12-hour shifts working 4 days then off 5 days.
- Standardizing other schedules to 40 hours/week by either working 8-hour shifts or 10-hour shifts.
- Updating the guidelines to provide for the switching of shifts among employees.
- Adjusting the hours of sick time earned to better align with a 12-hour schedule.
- Modifying the language regarding Holidays to simplify and clean up language that more precisely identifies how earned and paid out upon leaving employment. This clarification minimizes misunderstandings and therefore reduces future grievances.
- Codifies changes in an existing MOU regarding the vacation earning schedule and ability to base earnings on service in another agency in similar capacity.
- Minimizes opportunity to pay out earned, but unused benefit time, which streamlines payroll operations.
- Expands the type of paid time off that can be utilized to supplement funeral leave to support employees facing loss.
- Patrol and Corrections Deputies will return to following the same wage table. In January 2022, Patrol Deputies received a \$3.00/hour pay increase across all steps due to market issues which resulted in a high turnover rate and lack of qualified applicants. This Tentative Agreement will provide Corrections Deputies that same \$3.00/hour increase as of January 2024. This will keep those positions competitive with the State DOC rates.
- The length in time for each pay step has been lengthened by six months.
- The starting pay rate increases 3.0% each year, steps in the middle increase 4% each year, and the maximum rate increases 4.5% each year.

A complete record of changes can be viewed on the Tentative Agreement document.

Policy Discussion

The Winnebago County Deputies' Association represents approximately 116 public safety employees, who have collective bargaining rights, including the right to submit disputes to interest arbitration under Wisconsin Statutes. If that were to occur, the County would be bound by interest arbitration without further recourse.

At this stage, the Tentative Agreement cannot be modified, meaning that the County Board must ratify or reject the Tentative Agreement as proposed.

Sufficient funds have been set aside in the 2024 salary contingency to cover the costs associated with this Agreement.

Ratification of this Tentative Agreement would be in the best interests of Winnebago County.

The item passed the P&F Committee unanimously. The Sheriff's Office did discuss the proposal at a recent JPS Committee.

Attachments:

1. Tentative Agreement between Winnebago County and The Winnebago County Deputies' Association.

TENTATIVE AGREEMENT
between
WINNEBAGO COUNTY
and
THE WINNEBAGO COUNTY DEPUTIES' ASSOCIATION
For a Successor Collective Bargaining Agreement

January 10, 2024

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 2024 through 2026 but modified only as described below:

1. Reclassify/rename all references to Detectives and replace with Detective Sergeant throughout contract. Rename all references to Sheriff's Department to Sheriff's Office.

2. **ARTICLE 1 RECOGNITION AND UNIT OF REPRESENTATION**

Revise section 1.02 to correct capitalization as follows:

1.02 This recognition clause shall be construed to apply to employees and not to work.

~~It~~ It shall not limit the County's right to contract out work or to transfer work to other employees not included within the aforementioned unit when the nature or amount of work changes, provided however, no bargaining unit employee will be laid off as a result of the County contracting out work or transferring work to other employees.

3. **ARTICLE 2 MANAGEMENT RIGHTS**

Revise section 2.01 to correct to singular (owns to own) as follows:

2.01 Except to the extent expressly abridged by a specific provision of this Agreement, the County reserves and retains, solely and exclusively, all of its Common Law, statutory, and inherent rights to manage its owns affairs, as such rights existed prior to the execution of this or any other previous Agreement with the Association. Nothing herein contained shall divest the Association from any of its rights under Wisconsin Statutes, Section 111.70.

4. ARTICLE 3 CONDUCT OF BUSINESS

Revise section 3.01 as follows:

3.01 The Association agrees that Association members or officers will not conduct Association business on County time. However, ~~two~~ three (23) Association bargaining committee members will be permitted to attend contract negotiation meetings without loss of pay.

5. ARTICLE 7 WORK WEEK

Revise sections 7.01, 7.04, 7.07, and 7.08 as follows:

7.01 The regular workweek for all employees shall consist of an average ~~38.2~~ 37.5 hours, except for those employees covered by sections 7.03 and 7.04. 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. The four least senior Corrections Officers and the Narcotics Investigator may be scheduled to work various shifts and days as needed.

7.04 Employees serving in the capacities listed below shall work on a duty schedule consisting of five (5) consecutive work days of ~~seven~~ eight (78) hours ~~and forty (40) minutes~~ including a thirty (30) minute ~~unpaid~~ lunch period Monday through Friday:

Corrections Administrative / WRU Sergeant

Correctional Officer – Court Services

Sergeant Corrections – Court Services

Detective Sergeants (working 5/2)

Correctional Officer – GPS Services

Registrar Sergeant

7.07 All other employees of the Department shall work a schedule consisting of ~~six~~ four (~~6~~ 4) consecutive duty days of ~~eight~~ twelve (812) hours ~~and ten (10) minutes~~ each followed by ~~three~~ five (35) consecutive days off. Provided however, Detective Sergeants, and ~~detectives~~ GPS Deputies shall work five (5) consecutive duty days of eight (8) hours each followed by two (2) off days. ~~followed by five (5) workdays, followed by two (2) off days, followed by four (4) duty days followed by three (3) off days, then repeating the cycle. A normal duty day shall consist of eight (8) hours and ten (10) minutes, or four (4) consecutive duty days of ten hours each followed by four (4) consecutive days off, followed by four (4) consecutive duty days of ten hours each followed by two (2) consecutive days off.~~ All regularly scheduled workdays shall be either Monday

~~– Thursday or Tuesday – Friday.~~ Such employees shall be provided with a paid lunch period within the duty shift as has been provided in the past.

7. 08 Variations of the regular work schedules of employees, or temporary job assignments in excess of ninety (90) calendar days in any twelve (12) month period shall only be made by agreement between the Department and the Association Board of Directors, and only so long as the regularly scheduled hours do not exceed an average of ~~38.2~~ 37.5 hours per week.

6. ARTICLE 8 **PATROL / CORRECTIONS / DETECTIVE DIVISION WORK SCHEDULE**

Revise section 8.01, 8.02, 8.03, 8.04, and add sections 8.06 and 8.07 as follows:

8.01 ~~All officers in the Patrol Division shall work a fixed shift on a 6-3 rotation except up to four (4) positions may be assigned to work a 4-4 rotation.~~ Patrol and Correction Deputies shall work a schedule consisting of four (4) consecutive duty days of twelve (12) hours each followed by five (5) consecutive days off. The first off day of each Deputy will be considered an on-call day for their assigned shift. During on call days the Deputy will remain available to work, fit for duty, available by phone, and able to respond to work within an hour (if residence is inside of Winnebago County), or 1.5 hours (if residence is outside of Winnebago County), or 1.5 hours (if residence is outside of Winnebago County) for short notice compelled overtime. Deputies will not receive additional compensation of the on-call status. The scheduled duty day hours worked shall equal the contractual 1,947 annual hours of work.

8.02 ~~Persons~~ Deputies work shifts shall ~~working the 6-3 rotation will have a work day consisting of eight (8) hours and then (10) minutes including a paid lunch period as staffing and time permits.~~

8.03 ~~Persons working a 4-4 rotation will have a work day consisting of eleven (11) hours except that every tenth work day shall consist of nine and one-half (9.5) hours including a paid lunch period.~~

Shift Start Times: The AM Shift will start at 0600 and the PM Shift will start at 1800. Four (4) positions are taken from the PM shift and start at 1500 to create a power shift that would overlap the afternoon start time. Two PM shift positions will start at 1500 on their first day back then work 1800 on their remaining three (3) days. All shifts shall include a paid lunch period.

8.04 ~~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.~~ Training: In the event training occurs on workdays the Deputy shall work the remainder of the hours left on their 12-hour shift or use paid time off if the schedule allows for adequate staffing.

8.06 Detective Sergeants on an annual notification to the Sheriff no later than October 1st of each year shall have the choice to work five (5) consecutive duty days followed by two (2) off days. A normal duty day shall consist of eight (8) hours including a paid lunch period.

- Annual Hours under the 5/2 schedule equals 2080 annual hours. Detective Sergeants shall be paid their hourly rate of pay for all annual hours worked. Bi-weekly pay shall be calculated at 80.00 hours of pay.
- Shifts All regularly scheduled workdays shall be Monday – Friday and start times shall be between 0500 and 1200 hours normally but may be adjusted with the mutual consent of the Detective Sergeant and supervisor.

OR

Detective Sergeants shall work a schedule consisting of four (4) consecutive days of ten (10) hours each followed by four (4) consecutive days off, followed by four (4) consecutive days of ten (10) hours each followed by two (2) consecutive days off. All regularly scheduled workdays shall be either a Monday – Thursday or Tuesday – Friday. Such employees shall be provided with a paid lunch period within the duty shift as has been provided in the past.

- Annual Hours under the 4/4; 4/2 schedule equals 2080 annual hours. Detective Sergeants shall be paid their hourly rate of pay for all annual hours worked. Bi-weekly pay shall be calculated at 80.00 hours of pay.
- Shifts - All regularly scheduled workdays shall be Monday – Friday and start times shall be between 0500 and 1200 hours normally but may be adjusted with the mutual consent of the Detective Sergeant and supervisor.

8.07 Correctional Officer – GPS Services assigned Deputies shall work a schedule consisting of four (4) consecutive days of ten (10) hours each followed by four (4) consecutive days off, followed by four (4) consecutive days of ten (10) hours each followed by two (2) consecutive days off. All regularly scheduled workdays shall be either a Monday – Thursday or Tuesday – Friday. Such employees shall be provided with a paid lunch period within the duty shift as has been provided in the past.

- Annual Hours under the 4/4; 4/2 schedule equals 2080 annual hours. Correctional Officer – GPS Services assigned Deputies shall be paid their hourly rate of pay for all annual hours worked. Bi-weekly pay shall be calculated at 80.00 hours of pay.
- Shifts - All regularly scheduled workdays shall be Monday – Friday and start times shall be between 0500 and 1200 hours normally but may be adjusted with the mutual consent of the Correctional Officer – GPS Services assigned Deputy and supervisor.

8.08 The Agency may select up to three (3) Correction Deputies to perform Officer in Charge (OIC) supervisory duties. OIC positions will be compensated at the Sergeant rate of pay, follow the Sergeant work schedule, and compete against other supervisors for paid time off. Section 8.08 sunsets upon expiration of this agreement unless otherwise negotiated.

7. ARTICLE 9 SHIFT SELECTION

Revise by deleting section 9.01 in its entirety and re-numbering the remaining sections:

~~9.01~~ Sergeants and corporals within the Patrol Division will work fixed shifts with the exception of one sergeant who will work a two-shift rotation between third and second shifts with three (3) days on each shift. These assignments will be selected on the basis of "time in grade."

~~9.02~~ 9.01 Shift selection for all police officer positions within the Patrol Division shall be on the basis of department seniority.

~~9.03~~ 9.02 In the event of a vacancy in a shift, the vacancy will be posted and the most senior officer requesting placement on that shift will be assigned to that shift. In the event that no officer bids on the vacant shift, the officer with the least amount of seniority within the Patrol Division will be placed in that shift. In the case of sergeants and corporals, the officer with the least "time in grade" will be placed in the open shift.

~~9.04~~ 9.03 Once an officer is placed in a shift, he cannot be involuntarily bumped by someone with more seniority.

8. ARTICLE 10 CORRECTIONS DIVISION WORK SCHEDULE

Revise by deleting sections 10.03 and 10.09 in its entirety and re-numbering remaining sections. Also, revise section 10.02 and 10.05 as follows:

10.02 Effective January 1, 2008 the four least senior corrections officers will be "flex" officers, so long as the minimum of one (1) female and one (1) male "flex" corrections officer is

maintained. The regularly scheduled pay period for "flex" officers is identified as ~~76.4~~ 75 flexible hours.

~~10.03~~ Sergeants within the Corrections Division will work fixed shifts with the exception of two (2) Sergeants 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.

~~10.04~~ 10.03 Shift selection for all correctional officer shifts within the Corrections Division will be filled on a male/female ratio, as determined by Management, and then on the basis of seniority. In determining seniority, the date of the officer's most recent starting date and time in a position covered by the Winnebago County Deputies Association shall be used.

~~10.05~~ 10.04 The sequence of selection by seniority would involve the most senior officer making his/her selection followed by the next most senior officer, etc., until all shifts are filled with the proper male/female ratio.

~~10.06~~ 10.05 NOTE: The six existing Corporals in the bargaining unit as of December 31, 2020, will be promoted to Sergeant effective 01/01/2021. Time in position as Sergeant for these individuals will be subject to the following tiebreaker order: (1) Lemke; (2) Rasmussen; (3) Binder Penza; (4) Colker; ~~(5) Penza~~; (6) Escudero. This tiebreaker order will apply only to time as Sergeant for these six four officers and will not affect practice regarding tiebreakers in other situations, unless agreed to in a Memorandum of Understanding.

~~10.07~~ 10.06 In the event of vacancy on a shift, the vacancy would be posted as a male or female shift, and the most senior officer of the required sex requesting placement in the slot would be assigned to the shift. In the event that no officer bids on the vacant slot, the least senior officer of the required sex, within the Division, would be placed in the shift.

~~10.08~~ 10.07 Once an officer is placed in a shift, he/she cannot be involuntarily bumped by someone with more seniority. The only exception would be due to the male/female ratio not being balanced.

~~10.09~~ Probationary and flex officers will be restricted to duty assignments within their assigned divisions only. Exceptions may be granted by the Division Commander.

9. ARTICLE 11 SWITCHING SHIFTS/DUTY DAYS

Revise section 11.01, 11.02, and add section 11.03 as follows:

11.01 Employees shall be allowed to switch shifts or duty days with the consent of the Employer and as long as no overtime results with such switch. The payback date must be identified at the time of switch request. Shift switches may be submitted no earlier than two-(2) calendar months in advance of the requested date. Shift-switching shall not occur to the extent that less than two (2) employees are available to work overtime (scheduled to work no more than eight (8) consecutive hours). No shift switches shall be less than four (4) hours unless approved by the supervisor. Members who are working a shift switch are considered to be in the pool of eligible members that may be considered for compelled time. No chain switches (one employee working for another in place of a third, etc.) shall be allowed. All shift ~~trades~~ switches which are in excess of ~~eight (8) hours per regular scheduled duty day or forty (40) hours per week~~ shall not be subject to the overtime provisions of this Agreement, pursuant to Section 553.31-Substitution, Section 7(p)(3) of the Fair Labor Standards Act.

11.02 A maximum of ~~ten fifteen~~ (150) trades switches may be initiated per calendar year per employee. ~~The initial shift switch must be under one of the following conditions: 1) The employee needs time off and the schedule does not allow it (maximum allowed already off), or 2) the employee is out of time to take off (i.e., compensatory time, paid holiday or vacation time).~~ The shift switch must be paid back within ~~sixty-one hundred and twenty (6120)~~ calendar days of the initial switch.

- a. Members initiating a shift switch have the shift switch count against their fifteen (15) switches per year. Members agreeing to a shift switch are not considered to have initiated the switch and it does not count against their fifteen (15) switches per year.
- b. Switches are counted based on calendar dates, not the actual hours worked.
- c. Payback dates are not counted towards the maximum number of shift switches allowed per calendar year. However, they must be identified at the time of the switch request.

11.03 Failure to report to work: If a member who is working a switch fails to report to work for any reason the member who agreed to work the shift will be required to use accrued

time (other than sick time) to cover the shift in question. If the member does not have the necessary accrued time to cover that shift, the member will then have an unpaid absence for that shift. The member who was originally scheduled to work will honor the payback date.

10. **ARTICLE 16 SICK LEAVE WITH PAY**

Revise section 16.01 and 16.02 as follows:

16.01 Employees shall accrue sick leave with pay benefits on January 1 of each year at the rate of ~~eight (8) days~~ 72 hours per year ~~(64 hours)~~. Sick leave accruals will not be subject to 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.- 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.

~~16.02 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.~~

Upon initial hire officers shall earn seventy-two (72) hours of sick leave. The paid sick leave granted by this paragraph will not be considered earned until the initial probationary period is completed. If an officer leaves County employment before completing probation, any used paid sick leave will be deducted from the final pay.

11. **ARTICLE 17 INSURANCE**

Revise section 17.06 as follows:

17.06 County participation in the cost of any group ~~hospitalization~~ health insurance 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.

12. ARTICLE 20 HOLIDAYS

Revise by deleting sections 20.03, 20.04, and 20.05 in their entirety. Also revise section 20.01, 20.02, 20.06 (re-numbered to 20.03), 20.07 (re-numbered to 20.04), and add a new section numbered 20.05 as follows:

20.01 All employees shall ~~receive~~ be advanced ninety-six (96) hours of floating holiday per year on January 1. one (1) day of time off for each of the following holidays per year:

_____ New Year's Day	_____ Thanksgiving Day
_____ Memorial Day	_____ Christmas Eve Day
_____ Independence Day	_____ Christmas Day
_____ Labor Day	_____ Four (4) Floating Holidays

20.02 All employees shall receive one half (1/2) day of time off for each of the following days during the term of this Agreement:

_____ Good Friday	_____ New Year's Eve
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Newly hired officers shall receive a prorated amount of floating holiday based on the number of full calendar months remaining in their first calendar year.

~~**20.03** PROVIDED, that each such employee shall have been on the job and available for work the last scheduled workday before and the first scheduled workday after the aforementioned days even though in a different workweek. This latter provision shall be waived when the employee is on authorized vacation or on sick leave with pay.~~

~~**20.04** If one of the days falls within an employee's vacation period or while the employee is on sick leave with pay, such specified days shall not be charged against earned vacation time or accrued sick leave with pay.~~

~~**20.05** 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. Upon completion of their initial probationary period, officers will receive eight hours of holiday time for each month remaining in the calendar year. Thereafter, they shall receive their accrued paid holiday hours on January 1.~~

~~20.06~~ **20.03** All employees who work a regular Monday through Friday schedule ~~shall~~ may 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: elect to work their regular shift on designated holidays with supervisory approval. A deputy who elects to work on a designated holiday may be assigned different duties than their normal duties. Designated holidays are defined as: New Year's Day, Memorial Day, Good Friday, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve Day, Christmas Day, and New Year's Eve.

~~20.07~~ **20.04** ~~Accumulated but unused holiday time may, at the option of the employee, be converted into pay in July and December of each year based upon entitlements as of July 1 and December 31 of each year. Such payments shall be made in accordance with procedures established by the Department. Any earned floating holiday that is unused by December 31 of each year will be converted to pay issued in January of the subsequent year.~~

20.05 For the purpose of calculating payout of Holidays upon retirement, or separation of employment, a prorated amount of floating holiday based on the number of full calendar months employed will be used.

13. **ARTICLE 21 VACATIONS**

Revise section 21.02, 21.03, 21.04, and 21.08 as follows:

21.02 Persons hired 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. Newly hired officers that are certifiable may receive up to fifty (50) percent credit for full years of previous service in a similar capacity with another agency. Eligibility and determination of vacation credit is at the sole discretion of the County and shall not be subject to the grievance procedure.

21.03 The vacation schedule shall be as follows:

Forty-eight (48) hours of time off with pay ~~after one (1) year of continuous service~~ upon initial hire and thereafter;

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)~~ five (5) years of continuous service;

One hundred ninety-two (192) hours of time off with pay after ~~twelve (12)~~ ten (10) years of continuous service.

Two hundred forty (240) hours of time off with pay after ~~seventeen (17)~~ fifteen (15) years of continuous service.

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

The vacation time granted by this paragraph will not be considered earned until the initial probationary period is completed. If an officer leaves County employment before completing probation, any used vacation will be deducted from the final pay.

The officer is not subject to being on-call or call-in except for emergencies on any regular day off pre (not to include first day off) or post a full vacation week. Officers may trade their on-call status days and those trades do not count towards the allowed number of shift switches set forth in Article 11 – Switching Shift/Duty Days. Additionally, the officer is not subject to being on-call for the first day off after any half-week of vacation that includes the final day of the rotation.

~~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.~~

21.04 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 Office 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.

~~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 forty-eight (48) unused vacation hours may be carried over to the subsequent year rather than being paid out. Any vacation carried over must be used by June 30, and if not used by that date will be lost and not paid out. Any earned vacation that is unused by December 31 of each year will be converted to pay issued in January of the subsequent year.~~

14. **ARTICLE 22 FUNERAL LEAVE**

Revise section 22.04 and add section 22.05 as follows:

22.04 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 grandparent-in-law, current son-in-law, and current daughter-in-law.

22.05 Employees may supplement funeral leave for extended family members by utilizing up to two additional days from paid benefit time, including sick leave, if available.

15. **ARTICLE 24 COMPENSATION PLAN**

Revise section 24.04 and add section 24.05 as follows:

24.04 Employees assigned as a Field Training Officer (FTO) shall receive an additional ~~one dollar (\$1.00)~~ two dollars (\$2.00) for all hours working in that assignment.

24.05 When determining hourly pay rates, newly hired officers that are certifiable may receive up to fifty (50) percent credit for full years of previous service in a similar capacity with another agency. Eligibility and determination of compensation credit is at the sole discretion of the County and shall not be subject to the grievance procedure.

16. **ARTICLE 25 ACTING OFFICER PAY**

Revise section 25.01 as follows:

25.01 In the absence of a Sergeant or Detective Sergeant for a full shift, the Department shall have the right to temporarily designate a Police Officer or Corrections Officer to perform such duties. Such designee shall be compensated at the higher rank's normal rate of pay for that shift.

17. ARTICLE 29 RETIREMENT

Revise section 29.03 as follows (punctuation):

29.03 Employees hired after July 1, 2011, shall pay the full employee contribution to the Wisconsin Retirement System, in accordance with Act 10/32.

18. ARTICLE 33 MATERNITY LEAVE

Revise section 33.01 and 33.02 as follows:

33.01 Female employees that are not eligible for federal or Wisconsin FMLA shall be entitled to such necessary leave prior to and following delivery as is recommended by the employee's physician without loss of seniority; ~~however, it is~~ It is further agreed that, due to the nature of the work and the possibility of physical injury to the pregnant employee, maternity or FMLA leave shall commence at the time indicated in writing by a physician. The employee shall submit a physician's statement to the Department of Human Resources at the end of the fifth (5th) month of pregnancy and from time to time thereafter at the request of the County. Said statement must include the estimated delivery date and a statement that the employee is able to perform her full duties and responsibilities without restrictions. The employee must return to work in her same classification as soon as she is physically capable of resuming her full duties as determined by her physician or upon completion of approved FMLA leave.

33.02 For maternity leave purposes, an employee may use sick leave and any other available paid time off and a leave of absence without pay. A non-FMLA leave requires that an employee use all available leave time prior to being unpaid. No unpaid leave of absence may be used until all available leave time has been exhausted. FMLA eligible employees shall follow the FMLA policy guidelines regarding the use of paid time off benefits. An employee may, however, at her option, retain up to ~~six (6) days~~ 48 hours of vacation upon commencing an unpaid leave of absence or FMLA leave.

19. ARTICLE 37 OFFICER INVOLVED CRITICAL INCIDENT

Revise section 37.01 as follows:

37.01 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~~ 06.15.

20. ARTICLE 39 JURY DUTY

Revise section 39.02 as follows:

39.02 Any employee who is working a shift other than one that commences between 6:00 am and 10:00 am and who is required to serve as a juror shall be considered to be working the day shift (8:00 am to 4:30 pm) for the day or days in which he actually serves as a juror. If the employee is released from jury duty prior to the end of his designated day shift, he shall report the Sheriff's ~~Department~~ Office to complete his tour of duty. As soon as an employee is notified that he is actually selected to serve on a jury, he shall notify his supervisor so that a reassignment to day shift can take place as efficiently as possible.

21. ARTICLE 44 EMPLOYEES RETURNING TO REPRESENTED POSITIONS

Revise section 44.02 and 44.05 as follows:

44.02 In the event that the employee is not currently certified by the State of Wisconsin as a law enforcement officer, he shall serve a new probationary period upon return to the Sheriff's ~~Department~~ Office and shall not be eligible for promotion during the probationary period. If such employee is currently certified by the State of Wisconsin as a law enforcement officer, he will not be required to undergo a new probationary period.

44.05 His seniority for shift selection and vacation selection purposes shall start from the date the employee re-enters the position represented by the bargaining unit if the employee was employed by the County in a position outside of the Sheriff's ~~Department~~ Office. If the employee was in a non-represented position but remained a member of the Sheriff's ~~Department~~ Office, he shall maintain seniority for all time spent in a position represented by the bargaining unit before and after the break in service in a represented position provided that his employment with the Sheriff's ~~Department~~ Office was continuous.

22. ARTICLE 45 NEGOTIATIONS

Revise section 45.01 as follows:

45.01 This Agreement shall be effective January 1, ~~2021~~ 2024 and shall remain in full force and effect until and including December 31, ~~2023~~ 2026 and from year to year thereafter

unless a party desiring to open negotiations regarding a replacement agreement informs the other party regarding such intent in writing on or before July 1, ~~2023~~ 2026, or any subsequent July 1 thereafter.

23. **APPENDIX A PROMOTIONAL PROCEDURE**

Revise Appendix A 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. Detective Sergeant Exam –3 years of service in the department and a minimum of 1 year in patrol.
2. Sergeant Exam –3 years of service in the department.

Upon completion of the examination process, the results shall be posted by 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.

24. APPENDIX B COMPENSATION PLAN 2024 – 2026

Revise Appendix B as follows:

Agreement to use the rates listed under the December 2021 Memorandum of Understanding as the basis for increases instead of the rates in the current Agreement as the basis for wage offer.

January 1, 2024, increase Correction Officers to same rate as Police Officers. Refer to positions as Deputies instead of Police Officer and Corrections Officer.

Revise Less than 18 months to Less than 2 years.

Revise 18 months – 2.5 years to 2 years.

Revise 2.5 – 3.5 years to 3 years.

Revise 3.5 – 4.5 years to 4 years.

Revise Over 4.5 years to Over 5 years.

Revise hourly pay rates effective 01/01/2024 to provide an increase of: 3.0% for less than 2 years; 4.0% for 2, 3, and 4 years respectively; and 4.5% for over 5 years and Sergeant and Detective Sergeant.

Revise hourly pay rates effective 01/01/2025 to provide an increase of: 3.0% for less than 2 years; 4.0% for 2, 3, and 4 years respectively; and 4.5% for over 5 years and Sergeant and Detective Sergeant.

Revise hourly pay rates effective 01/01/2026 to provide an increase of: 3.0% for less than 2 years; 4.0% for 2, 3, and 4 years respectively; and 4.5% for over 5 years and Sergeant and Detective Sergeant.

Agreed this ____ day of January, 2024.

WINNEBAGO COUNTY DEPUTIES
ASSOCIATION, WPPA-LEER

By: Thomas A Schrank
Thomas A. Schrank
Business Agent

WINNEBAGO COUNTY, WISCONSIN

By: Mark R Habeck
Mark R. Habeck
Director of Human Resources

By: ARP
Craig Bohn, President

By: [Signature]
James Nozar, Vice-President