

**RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS**

County Board Staff Committee
INITIATED BY



Annette Mikula, HR Director
DRAFTED BY

County Board Staff Committee
SUBMITTED BY

November 17, 2020
DATE DRAFTED

**TO RATIFY THE 2021 LABOR AGREEMENT BETWEEN ROCK COUNTY
AND DEPUTY SHERIFF'S SUPERVISORS ASSOCIATION**

- 1 **WHEREAS**, the County is subject to 111.70 of the Wisconsin Statutes; and
- 2
- 3 **WHEREAS**, representatives of the Deputy Sheriff's Supervisors Association have met with the
- 4 County's Bargaining Team in an attempt to arrive at a mutual agreement on wages, hours and
- 5 conditions of employment; and
- 6
- 7 **WHEREAS**, the proposed wage settlement represents an across the board wage increase of 2% on
- 8 January 1, 2021 and an additional 1% on July 1, 2021; and
- 9
- 10 **WHEREAS**, the membership of the Association has ratified the agreement; and, a summary of the
- 11 contractual agreement is attached.
- 12
- 13 **NOW, THEREFORE, BE IT RESOLVED**, that the Rock County Board of Supervisors assembled
- 14 this 17th day of December, 2020 does hereby ratify the terms and conditions of the 2021
- 15 labor agreement between Rock County and the Deputy Sheriff's Supervisors Association.

Respectfully Submitted,

COUNTY BOARD STAFF COMMITTEE

/s/ Kara Purviance
Kara Puviance, Chair

/s/ J. Russell Podzilni
J. Russell Podzilni

/s/ Rich Bostwick
Rich Bostwick, Vice Chair

/s/ Alan Sweeney
Alan Sweeney

/s/ Mary Beaver
Mary Beaver

/s/ Bob Yeomans
Bob Yeomans

/s/ Tom Brien
Tom Brien

Absent
Kevin Leavy

/s/ Louis Peer
Louis Peer

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SHERIFF'S SUPERVISORS ASSOCIATION

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FISCAL NOTE:

	<u>Base Compensation</u>	<u>Add'l Base Compensation</u>	<u>Total Base Compensation</u>
2021	\$1,926,952	\$48,174	\$1,975,126

*/s/ Sherry Oja*Sherry Oja
Finance Director

LEGAL NOTE:

The County Board is authorized to take this action pursuant to secs. 59.01 and 111.70, Wis. Stats.

*/s/ Richard Greenlee*Richard Greenlee
Corporation Counsel

ADMINISTRATIVE NOTE:

Recommended. This action is consistent with the direction provided by the County Board.

*/s/ Josh Smith*Josh Smith
County Administrator

TO RATIFY THE 2021 LABOR AGREEMENT BETWEEN
ROCK COUNTY AND THE DEPUTY SHERIFF'S SUPERVISORS ASSOCIATION
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Executive Summary

The Rock County bargaining team met with representatives of the Rock County Deputy Sheriff's Supervisor's Association (DSS) to negotiate a successor agreement. The sides were able to reach a tentative agreement for 2021. The union has ratified this one year settlement.

There are several language changes in the tentative agreement that include a modification to the bereavement language to align with county-wide changes, a one year extension of a multi-day special team memorandum of understanding, and a uniform allowance clarification. The across the board (ATB) wage settlement provides for a 2% increase on January 1, 2021 and an additional 1% increase on July 1, 2021 to be added to each cell in the wage matrix. In addition, Martin Luther King Jr Holiday is added to the designated holiday schedule.

AGREEMENT BETWEEN

Rock County, Wisconsin
&
Rock County Deputy Sheriff's
Supervisors Association

2021

AGREEMENT

This Agreement made and entered into this _____ day of _____, 2020, by and between Rock County, Wisconsin hereinafter referred to as County and the Rock County Deputy Sheriff's Supervisors Association, hereinafter referred to as the Association.

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ARTICLE I – RECOGNITION

1.01

The County recognizes the Association as the exclusive collective bargaining representative for all sergeants employed by the County, but excluding all other employees in accordance with WERC Case CXXXV, No. 27880 ME-1995, dated August 28, 1981.

ARTICLE II - MANAGEMENT RIGHTS

2.01

The management of the Department and the direction of the working force is vested exclusively in the Sheriff, including, but not limited to the right to hire, or appoint; suspend, or demote, discipline or discharge for cause (all pursuant to the provisions of Wis. Stats. 59.26); to transfer or layoff for economic or other legitimate reasons, to determine the type, kind and quality of service to be rendered to the citizenry, to determine the location, operation and type of any physical structures or facilities of any division or shift within a division, to plan and schedule service, work shifts and training programs, to establish reasonable work rules, to determine what constitutes good and efficient County service and all other functions of management and direction not expressly limited by the terms of this Agreement. The Association expressly recognizes the prerogative of the County and the Sheriff to operate and manage its/his affairs in all respects in accordance with its/his responsibilities.

ARTICLE III - PROBATIONARY PERIOD

3.01

Length. All personnel promoted to higher classifications shall serve a probationary period of twelve months. At the sole discretion of the Sheriff employees deemed to not be performing satisfactorily during the probationary period shall retain the right to return to the position held prior to the instant promotion.

3.02

Seniority Date. Upon successful completion of the probationary period, employee’s seniority date in rank shall be the initial date of promotion to that rank within the Rock County Deputy Sheriff’s Supervisors Association. “Seniority in rank” shall be used for the purposes of vacation selection and overtime signup.

ARTICLE IV - LEAVES OF ABSENCE

4.01

Length. Leaves of absence without pay for periods not in excess of six months in any year, may in the discretion of the department head be granted in writing to any employee who has completed his/her probationary period, providing such employee does not accept employment elsewhere. Failure to grant leave of absence shall not be subject to the grievance procedure. The employee to whom written leave of absence has been granted shall be entitled at the expiration of the time stated on such leave to be reinstated to a comparable position or the one in which he/she was employed at the time the leave was granted. The Association shall be provided with a copy of the written leave by the Employer at the time such leave is granted.

4.02

Anniversary Date. When a leave of more than thirty days is granted, the employee's anniversary date shall be advanced by the amount of time that the leave exceeds thirty days and such time shall not be counted for the purpose of computing salary increments.

4.03

Military Leave. Leaves of absence shall be automatically granted all full-time employees who are called or volunteer for military service and such employees shall be reinstated to at least their former job level or classification at the expiration of their military service, all pursuant to the provisions of Wis. Stats. 45.50 and Title 38 of the Federal Code as it applies to military leave.

ARTICLE V - HOLIDAYS

5.01

Holidays.

A. Each employee shall be granted the following holidays or days in lieu thereof off with pay. 1) New Year's Day; 2) Martin Luther King Day, 3) Memorial Day; 4) July 4th; 5) Labor Day; 6) Thanksgiving Day; 7) Day after Thanksgiving; 8) December 25 and three "Floating" holidays to be selected by the employee. New employees who commence employment on or after July 1, of the year, shall be granted only two "Floating" holidays.

B. If the holiday falls on a regular scheduled day of work for an employee on a 5-2, 5-3 schedule, the employee shall be compensated at one and one-half times the employee's normal hourly rate of pay and the employee will be granted a day in lieu thereof off with pay. If the holiday falls on a regular scheduled day off for an employee on a 5-2, 5-3 schedule, the employee will be granted a day in lieu thereof off with pay. If the holiday falls on a weekend for an employee on a 5-2 work schedule, the employee will be granted a day in lieu thereof off with pay. Any such requested days off shall be granted subject to the approval of the Sheriff with regard to the particular day requested.

Employees called into work on a holiday shall receive the overtime rate for all hours worked in addition to the holiday pay.

C. Requests for holiday time shall be by seniority within each shift of each division, but the days must be requested prior to February 1 of the New Year. Holiday requests will be granted only after all vacation requests have been approved. After February 1, all holiday requests will be approved on a first come, first serve basis, with no regard to seniority.

D. Employees on a 5-2 schedule called to work on a holiday shall be compensated at the rate of time and one-half their hourly rate of pay for hours worked in addition to the holiday pay. Employees shall not receive more than two and one-half times their normal rate of pay for holiday hours worked.

E. Employees hired on or after May 1, 1998 shall have the right to accumulate and must use their holidays within twelve (12) months of earning said holiday. If not used, the holiday will be paid out.

5.02

Compensatory Time. If a holiday falls on an employee's scheduled day of work or a scheduled day off, the employee shall have a compensatory day off with pay. Any such requested days off shall be granted subject to the approval of the Sheriff with regard to the particular day requested.

5.03

Effective January 1, 1993, if a holiday falls on an employee's scheduled day of work, the employee shall be paid time and one-half for all hours worked.

ARTICLE VI – VACATION

6.01

Length. All regular full-time employees shall earn vacation from the most recent date of employment followed by uninterrupted employment. Leaves of absence pursuant to Article VII shall not be counted as an interruption of employment.

6.02

Schedule. Effective January 1, 2016, employees shall be entitled to annual paid vacations as follows: Upon the completion of one year, ten working days; in addition, employee shall be entitled to one additional day of vacation per year for each additional year of employment up to a maximum of twenty-five working days of paid vacation per year.

After 2 years – 11 days	After 9 years – 18 days
After 3 years – 12 days	After 10 years – 19 days
After 4 years – 13 days	After 11 years – 20 days
After 5 years – 14 days	After 12 years – 21 days
After 6 years – 15 days	After 13 years – 22 days
After 7 years – 16 days	After 17 years – 23 days
After 8 years – 17 days	After 18 years – 24 days
	After 19 years – 25 days

6.03

Staffing. The number of employees on vacation within a given shift or division at any given period shall be determined by the Sheriff.

6.04

Selection. Choice of vacation time shall be by seniority within each shift of each division, but the days must be requested prior to February 1 of the New Year. Vacation may be used in single day increments. After February 1, all vacation requests will be approved on a first come, first serve basis, with no regard to seniority. The “freezing of the books” will not be done until after February 1 of each year.

6.05

Start Date. All vacations may commence on the first day following the employee's regular days off.

6.06

Consecutive Weeks. Employees may take two consecutive weeks of their earned vacation and with prior approval of the Sheriff, may take all their earned vacation consecutively.

6.07

Termination. Employees who give at least two weeks prior notice of termination of employment, and employees or the heirs thereof, whose services are terminated due to discharge (except for dishonesty), retirement, or death, shall receive all earned vacation based on months of service on a pro-rata basis. A fractional month of employment shall be counted as a whole month when the fraction is one-half or more and dropped when less than one-half. Payment shall be made in full on the next regular payday after termination.

ARTICLE VII - SICK LEAVE

7.01

Accumulation. Each full-time employee shall accumulate one sick leave day with pay for each month or major fraction thereof of employment until a total of one hundred-fifty days has been accumulated.

7.02

Notice. Sick leave pay shall begin on the first day of absence for illness and notice shall be given by the employee at least two hours prior to his/her starting time, if possible. Failure to give such notice which is due to the carelessness or negligence of the employee shall result in a forfeiture of one days sick leave pay to which such employee would otherwise be entitled.

7.03

Retirement or Voluntary Termination.

A. An employee who leaves the service voluntarily after fifteen years or more of service shall receive payment in money for accumulated sick leave up to, but not exceeding one hundred days. The employee shall notify his/her supervisor thirty days prior to date of separation from service. A day shall be defined as a regular working day in computing payment in money. Payment shall be made in full on the next regular payday after retirement.

B. Survivor Benefit. In the event of a death of an employee who is still in service, the County shall pay in money for any of his/her accumulated sick leave, up to, but not exceeding eighty (80) days to his/her surviving spouse, if any and then to his/her children if any, and then to his/her heirs at law.

7.04

Bereavement Leave. In the event of a death an employee may be excused from work without loss of pay for up to a maximum of thirty-two (32) hours annually for the purpose of attending a person's wake, visitation, memorial service, funeral, or make necessary arrangements regarding the person's death, within a reasonable time after the occurrence.

No more than (32) hours can be used for the same person.

If additional time is required beyond the thirty-two (32) hours annually, an employee may request to use accumulated vacation, holiday or comp-time. Sick leave cannot be used.

Bereavement leave cannot be accrued from one year to the next.

Bereavement leave can be used in increments of quarter hours.

All leaves under this section shall be prorated based upon the employee's FTE.

7.05

Pallbearer Pay. In the event an employee is requested to act as a pallbearer, for a funeral not otherwise eligible for funeral leave, he/she shall be granted no more than one day to so serve without loss of pay.

7.06

Worker's Compensation. In the event of illness or injury incurred as a direct result of a service related incident, an employee shall be paid his/her regular salary provided that he/she returns all weekly payments from Worker's Compensation to the County. Said payments shall continue for a period not to exceed two calendar years.

7.07

Sick Leave Payment. Employees with at least ten years of service who have accumulated more than one hundred days of sick leave may elect to be paid in cash for those days beyond one hundred at a rate of one day of sick leave equals one-half day's pay on the first pay date in December of each year. Employees must notify their employer of their intention to collect such pay for sick leave before November 1, of that year.

ARTICLE VIII - HOURS OF WORK, WAGES AND CLASSIFICATIONS

8.01

Work Schedule.

A. The hours of work for supervisors shall average forty (40) hours per week annually. The workweek shall be a five (5) days on/two (2) days off, five (5) days on/three (3) days off schedule or a straight five (5) days on/two (2) days off schedule. Employees working a straight 5-2 schedule shall be paid for eighty (80) hours on a bi-weekly basis.

The hours of work for supervisors assigned the work schedule of 5-2, 5-3 shall be as follows:

First Shift	7a to 3p	Third Shift	11p to 7a
Second Shift	3p to 11p	Mid-Shift	7p to 3a

All employees on this shift schedule shall report to work one-half (1/2) hour prior to commencement of their shift. It is understood and agreed that employees may be called for emergency work at any time.

B. Exemption from the above-scheduled hours may be adopted for persons working on a 5-2 schedule Monday through Friday. Management will establish regular and consistent work hours for each position above other than the special investigation unit supervisor (flex) that are consistent with their duties and objectives. Such work hours shall consist of a continuous 8-hour shift between the hours of 6:00 am and 11:00 pm. From time to time, at the direction or authorization of management, the above-positions may work hours outside of their ordinary 8-hour shift to meet the needs of the Department.

8.02

Shift Structure. The hours of work for employees, except for swing shift personnel, shall ordinarily be either the first, second, mid or third shift, provided that employees shall respond to a call for emergency work at any time.

8.03

Overtime. Employees working a 5-2, 5-3 schedule shall receive time and one-half (1 1/2) in compensation for all hours worked in excess of eight and one-half (8 1/2) per day.

Employees working a 5-2, 5-2 schedule shall receive time and one-half (1 1/2) in compensation for all hours worked in excess of eight (8) per day and forty (40) per week. Employees called in to work who report to work, shall receive time and one-half (1 1/2) in wages for all hours worked on the off day and shall be compensated for a minimum of two (2) hours of pay at time and one-half (1 1/2). Overtime shall be computed on base salary plus shift differential.

If a vacation, holiday or compensatory day off is scheduled at least 24 hours in advance, and is subsequently cancelled by management, the employee will be paid time and one-half (1 1/2) for hours worked and will retain the vacation, holiday or compensatory day in the appropriate bank. If the employee works less than eight (8) hours, he/she will be paid time and one-half (1 1/2) for hours worked and the remainder of the eight (8) hours will be paid as vacation, holiday or compensatory time off, whichever was to be used for the off time. If the partial day was scheduled as a floating holiday, the floating holiday time not used to complete the eight (8) hour day will be transferred to the employee's regular holiday bank.

8.04

Subpoena Pay. Employees who are not on duty shall receive time and half pay for all time in court when subpoenaed by court to appear in traffic, civil and criminal cases or when specifically requested by the Sheriff, Office of District Attorney or Corporation Counsel. Employees whose services are required under this provision and who are not on duty shall receive a minimum of two (2) hours pay at time and one-half. There shall be a maximum of three (3) per day.

8.05

Subpoena Cancellation Pay. Employees who are subpoenaed to testify on off-duty time and are not notified of the cancellation or dismissal of said subpoena within twenty-four hours of the time scheduled for appearance, shall be paid two hours of off-duty pay at their regular rate of pay. There shall be a maximum of two (2) canceled subpoenas per day.

8.06

Classification. Each employee presently employed or hired after adoption of this contract shall be classified by a job title as listed under Appendix A under "Classification."

8.07

Pay Progression. Employees shall normally be hired at Step A as set forth in the applicable appendix-classification schedule and shall then be advanced to Step B upon completion of forty-eight (48) months in the classification. Employees will advanced to Step C upon completion of eighty-four (84) months in the classification.

Effective 7/01/2018 Employees shall normally be hired at Step A as set forth in the applicable appendix-classification schedule and shall then be advanced to Step B upon completion of twenty-four (24) months in the classification. Employees will advanced to Step C upon completion of forty-eight (48) months in the classification. Employees will advanced to Step D upon completion of one hundred and eight (108) months in the classification.

Effective 1/01/2019 Employees shall normally be hired at Step A as set forth in the applicable appendix-classification schedule and shall then be advanced to Step B upon completion of twenty-four (24) months in the classification. Employees will advanced to Step C upon completion of forty-eight (48) months in the classification. Employees will advanced to Step D upon completion of seventy-two (72) months in the classification. Employees will advanced to Step E upon completion of one hundred and eight (108) months in the classification.

The Sheriff may determine that a particular appointment be made above the entrance pay rate, up to Step B, in recognition of relevant experience and/or exceptional qualifications. In this scenario, the employee will receive completion credits, as labeled in the wage schedule, towards step progression. For example, if the employee is awarded Step B they have earned 24 months toward movement to Step C. These completion credits only apply to step progression and no other benefits or seniority. Upon completion of the probationary period, the completion credits shall be applied to the employee's vacation allotment up to Step B.

The County offers a 2.00% across the board increase on January 1, 2021, and a 1.0% across the board increase on July 1, 2021.

8.08

Pay Date. Employees shall be paid every two weeks.

8.09

Compensatory Time Off/Overtime Payment. An employee may select to be paid for all of his/her overtime at the rate of time and one-half, or take his/her overtime in a comp-time procedure at the rate of time and one-half not to exceed a total of 80 hours. All time accumulated over the 80 hours would automatically be paid at a rate of time and one-half. Utilization of said leave shall be subject to authorization of the shift commander or appropriate supervisor.

Compensatory time must be taken in the calendar year in which it was generated or it will be paid out on the last pay check of the calendar year in a separate check.

ARTICLE IX - BENEFITS IN LIEU OF WAGES

9.01

Life Insurance. The County having elected to participate in the State Life Group Insurance Program for employees of Wisconsin Municipalities, pursuant to the provisions of Wisconsin Statutes 40.20, shall continue to so participate with the County paying ninety-five percent of the total cost thereof, with coverage of \$1,000 for each \$1,000 of annual base salary or fraction thereof.

9.02

Uniform Allowance. Each full-time employee shall be granted an annual uniform allowance of \$1,025. This shall be paid to the employee on or before January 15 of each year by separate check. Employees may purchase bullet-proof vests from their basic allowance.

An employee promoted into a new position, that requires a new uniform, will be granted a uniform allowance equivalent to the annual uniform allowance to be paid after the date of promotion by a separate check.

9.03

Health Insurance. A group comprehensive health plan shall be in force for full-time employees. In addition, all full-time employees shall have the like coverage for their spouse and children. The County will pay 90% of the premium for Health Insurance, and the employees will pay 10% of the premium based on the terms of participation of the Healthy Employee Incentive Program.

9.04

Dental Insurance. Effective July 1, 1986 a group dental insurance plan shall be made available by the County. The coverage and benefit level shall be as set forth in Appendix B of this Agreement. Only employees working one-half time or more shall be eligible to participate in said program. The cost for said premiums shall be shared as follows: The Employer shall pay 60% of applicable premium and the employee shall pay 40% of the applicable premium.

9.05

Health Insurance for Retirees.

- A. Effective January 1, 2014, for employees retiring after attaining age 53, the County shall pay 100% of the health insurance premiums for the applicable coverage for the retired and eligible dependents until such time as the employee becomes eligible for coverage under any federal health insurance plan, which is understood to be Medicare/Medicaid eligible.
- B. Employees desiring to retire as early as age 50, 51 or 52 shall be allowed to pay their insurance related costs inclusive of health premiums through use of their PEHP. Upon attaining age 53, the health insurance premiums shall be paid by the County in accordance with the terms of the agreement as appears in paragraph A above.

9.06

Retirement.

- A. For all employees hired prior to July 1, 2011, the County shall participate in the Wisconsin Retirement System pursuant to Wisconsin State Statute 40.21(1) and shall contribute the full employee's contribution of the employee's earnings as required by 40.05(l)(a)(3) less two percent which the employee shall begin paying effective January 1, 2015. Effective July 1, 2018, the employee contribution shall increase to three (3%) percent.

For all employees hired after July 1, 2011, the County shall participate in the Wisconsin Retirement System pursuant to Wisconsin State Statute 40.21(1). The Employee shall contribute the full employee's contribution of the employee's earnings as required by 40.05(l)(a)(3).

In addition to the amount in A above, the County shall pay the benefit adjustment contribution equal to one percent of earnings beginning January 1, 1986 as set forth in Section 40.05(2m), Wisconsin State Statutes (1983-84).

- B. Employees desiring to retire as early as age 50, 51, or 52 shall be allowed to pay their insurance related costs inclusive of health premiums through use of their VEBA. Upon attaining age 53, the health insurance premiums shall be paid by the County in accordance with the terms of the agreement as appears in paragraph A above.
- C. Such retirement contributions made by the Employer as listed in 9.06 A above, shall be reported by the Employer to the Wisconsin Retirement System in the same manner as though deducted from the earnings of said employees. It is understood and agreed between the parties hereto that such payments made by the Employer shall not be considered municipality contributions.

9.07

Education.

- A. The County shall reimburse employees for full cost of their tuition and books for an approved police science, criminal or related course at an approved vocational school or college, provided that such payment is not covered under the terms of employment, G.I. or other eligibility benefits.

Such courses must receive prior approval in writing from the Sheriff or his representatives, and a grade of at least a C must be attained.

Effective January 1, 1999 the above tuition reimbursement provision will be replaced with the following:

The County shall reimburse employees for the full cost of their tuition and books for approved police science, criminal justice or related courses in an accredited vocational/technical school, college or university. Reimbursement for tuition shall be limited to the highest level for in-state tuition for such courses at UW-Whitewater or Blackhawk Technical or UW-Rock County. Further said reimbursement shall be limited to the tuition charge for a full-time student per semester. No reimbursement shall be required of the county that would be duplication of payment for educational benefits received by employee from another source other than assistance from a private source. Such courses are subject to prior approval in writing by the Sheriff or his representative; however, such approval shall not be unreasonably withheld. Reimbursements will be limited to courses for one (1) approved Bachelor's Degree program and/or one (1) approved Master's Degree program.

- B. In addition to the regular wage schedule, employees who have obtained a bachelor's degree in, shall receive an additional \$125.00 per month.

Employees who have attained an associate degree shall receive in addition to their regular salary \$50.00 per month. Employees hired on or after May 1, 1998 will not be eligible for the associate degree payment until January 1, 2019.

In addition to the regular wage schedule, employees who have obtained a master's degree shall receive an additional \$150.00 per month.

In order to receive such incentive the employee must submit an official transcript or a copy of their conferred diploma to the Human Resources Department.

- C. In the event an employee should cease his/her employment with the Sheriff's Department (exceptions; retires at age 50, is laid-off, death or accepts other employment with Rock County) within two years of the date of the last payment of any tuition by the County, he/she shall reimburse the County a sum of money equal to 25% of tuition payments made by the County on his/her behalf during the last three years of employment. Said reimbursement to be made in the form of a deduction from the employee's final paycheck.

9.08

Shift Differential. All employees who work on second shift shall receive one percent of their base pay as shift differential. Employees working third shift or mid-shift, or special investigation unit supervisor shall receive two percent of their base pay as a shift differential.

Said payments shall be added to their base pay and shall be computed to the nearest cent per hour.

9.09

Dues Deduction. The Employer agrees to deduct monthly dues in the amount certified by the Association from the pay of employees who individually sign a dues deduction authorization form supplied by the Association. This deduction shall include any Local Association dues which the employee has authorized to be deducted in conjunction with the WPPA/LEER dues (the "combined dues").

It shall be the Association's responsibility to obtain dues authorization forms from new employees and provide them to employer no less than 30 days prior to the date in which dues deductions are to commence.

The Employer shall deduct the combined dues amount each month for each employee requesting such deduction, upon receipt of such form and shall remit the total of such deductions, with a list of employees from whom such sums have been deducted, to the Association, in one lump sum not later than the end of the month in which the deduction is made.

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

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 the either the WPPA or local Association Constitution and By-Laws. No employee shall be denied membership because of race, creed, color, sex or other legally protected class status.

Modifications. Changes in dues amounts to be deducted shall be certified by the Association at least four weeks before the start of the pay period the increased deduction is to be effective.

Hold Harmless. It is understood and agreed that the Association will refund to the employer or the employee involved any dues erroneously deducted by the employer and paid to the Association. The Association shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits or other forms of liability, including court costs, that shall arise out of or by reason of action taken or not taken by the Employer in reliance upon employee payroll deduction authorized forms submitted by the Association to the Employer. If it should be ruled by a court of competent jurisdiction that this indemnification clause, or any part of it, is void as against public policy, then 11.01 Dues Deduction shall become null and void and shall no longer be considered a part of this contract. The parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or part.

9.10

Physical Examinations. Each employee may have a physical examination every 3 years. The County will determine the scope of the examination and pay the full cost of the exam. The County will select the provider of the examination. When the County's Health Insurance Policy provides coverage for physicals that does not incur deductibles, this section does not apply.

No Association member shall be discharged, retired, pensioned or severed from employment upon the basis of information contained in such physical examination, unless the examining physician certified that the employee is no longer capable of performing his duties. Should such certification be given, the employee shall have the right to a hearing thereon and introduction of his medical testimony.

9.11

Post Employment Healthcare Program (PEHP). Rock County ("Employer") agrees to participate in the Security Benefit Group Healthcare Reimbursement Account (HRA) for Public Sector Labor Association Employees (the Plan) in accordance with the terms and conditions of the Plan's Participation Agreement, a copy of which is attached to this Agreement. The parties hereto designate Security Financial Resources, Inc. to serve as the Plan Administrator for the Plan, or its successors appointed in accordance with the Plan and Trust documents. The Employer agrees to contribute to the Plan on behalf of the following category of employees:

All sergeants employed by the County in classifications set forth in Appendix A of the collective bargaining agreement, but excluding all other employees in accordance with WERC Case CXXXVI, No. 27879 ME-1994 dated August 28, 1981.

For the term of this Agreement, the Employer shall contribute for each eligible employee the amount of \$25.00 per month into the HRA Medical Expense Reimbursement Account and

their gross monthly salaries will be reduced by that amount. Additionally, upon termination, 100 percent of the eligible employee's accumulated sick leave balance that would otherwise have been paid to the eligible employee had the Employer not participated in the Plan shall be deposited into the HRA Insurance Premium Reimbursement Account. In order to minimize the risk of this Plan being found discriminatory under section 105 (h) of the Internal Revenue Code of 1986, as amended ("Code"), the Administrator may request that a contribution amount to a highly compensated eligible employee's account be reduced to the maximum amount contributed on behalf of a non-highly compensated eligible employee. If such a request is made, the reduction amount shall be paid to the employee in the form of wages.

The Employer and Association further agree that for the term of this Agreement, salary or hourly rate of pay, for the sole purpose of computing pensionable wages and overtime rates of pay, shall include the Employer's recurring contributions to the Plan (i.e., not lump sum termination contributions) that would otherwise have been recognized as a pensionable benefit had such amounts not been contributed to the Plan.

9.12

Meal Reimbursement. See County Personnel Ordinance Section 18.626.

ARTICLE X - GRIEVANCE PROCEDURE

10.01

Definition. Any dispute which may arise from a complaint by an employee or the Association with respect to the interpretation of the terms and conditions of this Agreement, shall be subject to the following grievance procedure unless expressly excluded from such procedure by the terms of this Agreement. Grievances resulting from discipline shall begin processing at Step 2. Time limits set forth herein may be extended upon mutual agreement of the parties.

10.02

Procedure.

Step 1. The employee and/or the Association Committee shall present the grievance orally or in writing involving matters of interpretation of the terms and conditions of this Agreement to the most immediate supervisor who has the authority to make adjustments in the matter within 14 calendar days of the alleged grievance or the time the employee can reasonably have been expected to have knowledge of said grievance.

The supervisor shall respond within 7 calendar days. If the grievance is denied, said denial shall be in writing.

Step 2. If the grievance is not resolved at Step 1, within 7 calendar days from the date of the written denial in Step 1, the employee and/or the Association Committee shall present the grievance in writing to the Sheriff, or his/her designee, who shall attempt to adjust the grievance. The Sheriff or his/her designee, shall meet with the employee and/or the Association representative within 7 calendar days following receipt of the written grievance. The Sheriff, or his/her designee, shall provide a written response to the employee, or Association representative within 14 calendar days of the meeting.

Step 3. If a satisfactory settlement is not reached in Step 2, it shall be presented in writing to the Human Resources Director by the employee or the Association Committee and/or the Association representative no later than 7 calendar days after receipt of the Sheriff's decision. Within 14 calendar days, the Human Resources Director shall meet with the parties to discuss the grievance and attempt to settle the matter. If there is no settlement, the Human Resources Director shall provide a decision in writing to the Association within 14 calendar days following the meeting with the parties.

Step 4. If a satisfactory settlement is not reached in Step 3, within 14 calendar days after the date the Human Resources Director's written response is due, the County or the Association may serve written notice upon the other that the grievance issue shall be arbitrated. Within 7 calendar days thereafter, the parties shall meet and attempt to agree upon an arbitrator. If the parties fail to agree upon an arbitrator within 14 calendar days following said notice of arbitration, the parties shall request the Wisconsin Employment Relations Commission to submit a panel of 5 arbitrators. In the event the parties do not agree upon one of the 5 arbitrators, the moving party shall strike two names and the opposing party shall strike 2 names and the individual remaining shall serve as arbitrator to hear the dispute. The arbitrator shall have jurisdiction and authority only to interpret the specific provision aggrieved and shall not amend, delete, or modify any of the express provisions of this Agreement.

10.03

Costs. The decision of the arbitrator shall be final and binding upon the parties. The cost of arbitration shall be borne equally by the parties, except that each party shall be responsible for the costs of any witnesses testifying on its behalf. Upon mutual consent of the parties, more than one grievance may be heard before one arbitrator.

ARTICLE XI - LAYOFF/RECALL

11.01

Criteria. When it becomes necessary to reduce the work force for any reason, the lay-offs shall be based upon ability to perform available work as determined by the department head based upon written records and reports. When abilities are stated to be equal, seniority shall prevail.

11.02

Notice. The Sheriff shall notify each person to be laid-off of all his rights, including his reinstatement eligibility in writing. Regular employee shall receive at least ten days' notice prior to such layoff.

11.03

Order. No permanent employee shall be laid off when there are temporary, probationary, state or federal subsidized employees or reserves in the department performing deputy sheriff's functions.

11.04

Recall. Laid off employees shall be eligible for recall for a period of time equal to their length of service, but in no event longer than two full calendar years. Recall shall be on a seniority basis, unless qualifications are not equal to other laid off personnel.

ARTICLE XII - TRAINING TIME

12.01

Compensatory Time Earned. In the event the Sheriff or his authorized representatives post information occasionally relating to technical training programs, seminars, and other specialized police training or meetings, and in the event an employee shall voluntarily desire to attend said program during his off duty hours; then any such employee shall receive compensatory time off from his/her regular working hours for substantially the same amount of time spent in attending and traveling to and from said off duty training programs.

12.02

Compensatory Time-Off. Each employee seeking such compensatory time off shall certify to the Sheriff the number of hours spent at said program, including travel time, during off duty time and the place where such courses were taken prior to receiving compensatory time off. It is the express intent of the parties hereto that attendance at such approved programs shall be voluntary on the part of the deputies. Utilization of compensatory time shall be subject to the staffing needs of the department in the judgment of the Sheriff or his authorized representative. Accumulation of compensatory time shall not exceed eighty hours. Authorization to accumulate compensatory time under this provision shall be the responsibility of the Sheriff.

12.03

Flex Shift For Training. The Sheriff or his/her authorized representative is authorized to create a flex-shift from 8:00 am to 4:00 pm for in-service or mandated training; or 1:00 pm to 9:00 pm shift exclusively for firearms and/or EVOC training. This shift applies to both attendees and instructors of such training. Specialty team training events shall adhere to the listed schedules unless a different schedule is agreed upon by all affected union members, as well as, the Sheriff and/or his/her designee.

ARTICLE XIII - AMENDMENT, LIMITATION, DURATION

13.01

Amendment. This Agreement may be amended anytime during its life by the mutual consent of the parties. Such amendments to be enforceable must be in writing and attached to at least two copies of this Agreement.

13.02

Waiver. This Agreement shall supersede all ordinances or resolutions which are in conflict herewith; however, if any article or section be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section shall be restrained by such tribunal, the remainder of this Agreement and appendix shall not be affected thereby.

13.03

Duration. This Agreement shall become effective the first day of the first pay period in 2021, and shall remain in full force and effect through the last day of the final pay period in 2021, subject to the provisions of Article XIII, Section 13.04.

13.04

ReOpener. Unless either party desires to alter, amend or otherwise change this Agreement upon written notice to the other party no sooner than June 1, 2021 and no later than August 1, 2021, or between the 15th day of June and the 1st day of August in any year thereafter, this Agreement shall be automatically renewed from year to year. In the event one of the parties desires to alter, amend or otherwise change this Agreement and proper notice is given, but agreement between the parties to the proposed alteration, amendment or other change is not reached prior to the expiration date of this Agreement, and unless other terms are agreed to, this Agreement shall continue in full force and effect until the parties shall agree on the proposed alterations, amendments or other changes.

ARTICLE XIV – DEFINITIONS

14.01

- A. Department Head means the Sheriff of Rock County
- B. Department means the Rock County Sheriff's Office.
- C. Division means of the several divisions within the Office.
- D. Shifts:
 - 1. The 1st shift shall be from 7:00 a.m., to 3:00 p.m.
 - 2. The 2nd shift shall be from 3:00 p.m., to 11:00 p.m.
 - 3. The mid-shift shall be from 7:00 p.m. to 3:00 a.m.
 - 4. The 3rd shift shall be from 11:00 p.m., to 7:00 a.m.
- E. Immediate family means See County Personnel Ordinance Section 18.1025.
- F. Association Committee a committee of members of the Rock County Deputy Sheriff's Supervisors Association of not more than five persons.
- G. Employee shall mean personnel employed by the Rock County Sheriff's Department in position classifications set forth in the wage appendix of this Agreement.

ARTICLE XV – EXECUTION

This Agreement has been executed in quintuple; one copy to be filed with the County Clerk's Office, one copy to be filed with the Human Resource Director, one copy to be filed with the Sheriff and two copies to be filed with the Association.

Signed this _____ day of _____, 2020

FOR THE ASSOCIATION:

_____ Name	_____ Date
_____ Name	_____ Date
_____ Name	_____ Date
_____ Name	_____ Date

FOR THE COUNTY:

_____ Name	_____ Date
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Appendix A – Wages

APPENDIX A DEPUTY SHERIFF SUPERVISOR 2021				
	Shift:	1ST	2ND (1%)	3RD & MID (2%)
CLASSIFICATION	STEP			
EFFECTIVE 1/1/2021				
SERGEANT				
Hire Rate	A	\$36.31	\$36.67	\$37.05
After 2 Years	B	\$38.33	\$38.71	\$39.10
After 4 Years	C	\$40.22	\$40.62	\$41.02
After 6 Years	D	\$41.83	\$42.25	\$42.67
After 9 Years	E	\$43.63	\$44.06	\$44.50
APPENDIX A DEPUTY SHERIFF SUPERVISOR 2021				
	Shift:	1ST	2ND (1%)	3RD & MID (2%)
CLASSIFICATION	STEP			
EFFECTIVE 7/1/2021				
SERGEANT				
Hire Rate	A	\$36.67	\$37.04	\$37.42
After 2 Years	B	\$38.71	\$39.10	\$39.49
After 4 Years	C	\$40.62	\$41.03	\$41.43
After 6 Years	D	\$42.25	\$42.67	\$43.10
After 9 Years	E	\$44.07	\$44.50	\$44.95

Appendix B – Schedule of Dental Benefits

APPENDIX B SCHEDULE OF DENTAL BENEFITS JANUARY 1, 2021		
	LOW PLAN	HIGH PLAN
Maximum per participant per calendar year	\$1,000.00	\$1,500.00
Deductible per participant per calendar year	\$25.00*	\$0.00
Maximum family deductible per calendar year	\$75.00*	\$0.00
*Diagnostic (includes)	100%	100%
Diagnostic X-rays		
Oral Examinations		
*Preventive	100%	100%
Ancillary (includes)	100%**	100%
Anesthesia and injections		
Emergency palliative treatment and		
Denture repairs/adjustments		
Restorations:		
Regular (Direct Fillings)	100%**	100%
Crowns, inlays, onlays	50%**	70%
Bridges and dentures	0	70%
Oral Surgery	100%**	100%
Endodontics	100%**	100%
Periodontics	100%**	100%
Orthodontic Services	50%	50%
(lifetime max \$1,000, dependents only)		
Dependents covered to age	26	
* APPLIES TO ONLY BASIC AND MAJOR SERVICES		
** DEDUCTIBLE APPLIES		

Appendix C – Schedule of Health Insurance Benefits

Employee's Share of Premium: 10%-however the employee can earn back that 10% with completion of the Rock County Healthy Employee Incentive Program (HEIP).

Benefit		Dean or Mercy
Deductible		In Network: \$500 / \$1,500 Out of Network: \$750 / \$2,250
Coinsurance		In Network: 90% Out of Network: 65%
Deductible and Limit	Coinsurance	\$3,650/\$7,300
Maximum Total Cost (Medical and Pharmacy)		In Network: Covered at 100% Out of Network: Deductible, then 65% Coinsurance
Preventative Care		In Network: Covered at 100% Out of Network: Deductible, then 65% Coinsurance
Primary Care / Specialty Care Office Visit		In Network: \$15 Copay Out of Network: Deductible, then 65% Coinsurance
Urgent Care		In Network: \$30 Copay Out of Network: \$30 Copay
Emergency Room		In Network: \$300 Copay* Out of Network: \$300 Copay* *ER Copay waived if admitted to the hospital
Inpatient Hospitalization	Outpatient	In Network: Deductible, then 90% Coinsurance Out of Network: Deductible, then 65% Coinsurance
Prescription Drugs		\$10/\$25/\$50/\$150