

Agreement between the

GRANT COUNTY

and the

GRANT COUNTY SHERIFF'S DEPARTMENT

ASSOCIATION

WISCONSIN PROFESSIONAL POLICE ASSOCIATION

LAW ENFORCEMENT EMPLOYEES RELATIONS

DIVISION

2018-2019

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1 AGREEMENT

2 THIS AGREEMENT is between GRANT COUNTY, hereinafter referred to as the
3 “County,” and WISCONSIN PROFESSIONAL POLICE ASSOCIATION/LAW
4 ENFORCEMENT EMPLOYEE RELATIONS DIVISION, hereinafter referred to as the
5 “Association,” pursuant to the sections of the Wisconsin Statutes as may be pertinent hereto.

6 WHEREAS, both of the parties to this Agreement are desirous of reaching an amicable
7 understanding with respect to the employer- employee relationship which exists between them
8 and to enter into an agreement covering rates of pay, hours of work and conditions of
9 employment,

10 NOW, THEREFORE, in consideration of the mutual covenants and agreements
11 hereinafter contained, the County and the Association, acting through their duly authorized
12 representatives, hereby agree as follows:

13 ARTICLE 1 - RECOGNITION

14 1.01: The County recognizes the Association as the exclusive bargaining representative
15 for all full-time non-supervisory public safety law enforcement employees of the Grant County
16 Sheriffs Department, excluding confidential employees, sergeants, lieutenant, captain, chief
17 deputy and sheriff.

18 ARTICLE 2 - MANAGEMENT RIGHTS

19 2.01: It is agreed that the management of the County and the Sheriffs Department and
20 the direction of deputies and employees are vested exclusively in the County and the Sheriff, and
21 that this includes, but is not limited to, the following:

- 22 a) To direct and supervise the work of deputies and employees;
23 b) to hire, promote, transfer or layoff deputies and employees or demote,
24 suspend, discipline or discharge officers and employees pursuant to the
25 provisions of this Agreement;
26 c) to plan, direct and control operations;
27 d) to determine the amount and quality of work needed, by whom it shall be
28 performed and the location where such work shall be performed;
29 e) to determine to what extent any process, service or activities of any nature
30 whatsoever shall be added, modified, or obtained by subcontract;

- 1 f) to change any existing service practices, methods and facilities which
2 primarily relate to the formulation and implementation of public policy;
3 g) to schedule the hours of work and assignment of duties; and
4 h) to make and enforce rules.

5 2.02: The County's and Sheriff's exercise of the foregoing functions shall be limited
6 only by the express provisions of this Contract and the County and Sheriff have all the rights
7 which they had at law except those expressly bargained away in this Agreement.

8 ARTICLE 3 - FAIR SHARE

9 3.01: Membership in the Association is not compulsory. An employee may join the
10 Association and maintain membership therein consistent with its constitution and by-laws. No
11 employee will be denied membership because of race, color, creed or sex. This Article is subject
12 to the duty of the Wisconsin Employment Relations Commission to suspend the application of
13 this Article whenever the Commission finds that the Association has denied an employee
14 membership because of race, color, creed or sex.

15 3.02: The Association will represent all of the employees in the bargaining unit,
16 members and non-members, fairly and equally and therefore all employees shall pay their
17 proportionate share of the costs of the collective bargaining process and contract administration
18 by paying an amount to the Association equivalent to the uniform dues required of members of
19 the Association.

20 3.03: The County agrees to deduct the amount of dues certified by the Association as
21 the amount uniformly required of its members from the earnings of the employees affected by
22 this Agreement and pay the amount so deducted to the Association on or before the end of the
23 month in which such deduction is made.

24 3.04: As a convenience to employees who desire to become full, Association members,
25 the County agrees to deduct from their pay the initiation fee required for membership and
26 installments thereof, as certified by the Association, and to pay the amount to the Association on
27 or before the end of the month in which such deduction is made, provided the employee has
28 signed a checkoff authorization and assignment for this purpose.

1 Employment Relations Commission to appoint an arbitrator from its staff. The award of
2 the arbitrator shall be final and binding. The costs of the arbitrator shall be split between
3 the parties. Each party shall bear its own attorneys' fees.

4 4.03: The arbitrator shall have no authority to grant wage increases or wage decreases.

5 4.04: The arbitrator shall expressly confine himself to the precise issues submitted to
6 arbitration and shall have no authority to determine any other issue not so submitted to him or to
7 submit observations or declarations of opinion which are not directly essential in reaching
8 determination.

9 4.05: The arbitrator shall take such evidence as in his judgement is appropriate for the
10 disposition of the dispute. Statements of position may be made by the parties, and witnesses may
11 be called. The arbitrator shall have initial authority to determine whether or not the dispute is
12 arbitrable. Once it is determined that a dispute is arbitrable, the arbitrator shall proceed in
13 accordance with this Article to determine the merits of the disputes submitted to arbitration.

14 4.06: Expenses relating to the calling of witnesses, transcripts or for the obtaining of
15 depositions or any other similar expense associated with such proceeding shall be borne by the
16 party at whose request such expenses are required. In the event one (1) party obtains a transcript,
17 the other party shall not have a copy unless the other party pays one-half (½) the cost of the court
18 reporter and transcripts.

19 4.07: A grievant may initiate, present and process his grievance with or without the
20 Association representative (s).

21 4.08: A grievance affecting a group or class of employees may be submitted in writing
22 by the Association to the Sheriff, with a copy to the Personnel Director directly and the
23 processing of such grievance shall commence at Step 2. Grievances not processed through the
24 Association shall have no precedential effect on the Association. The County shall notify the
25 Association of the existence of any grievance and the outcome.

26 4.09: Forms for written grievances shall be given appropriate distribution to facilitate
27 the operation of the grievance procedure. Such forms are attached to and made part of the
28 Agreement in Appendix A.

29 4.10: Arbitrator's decisions as to their jurisdiction are subject to de novo review by the
30 WERC and courts.

1 the agreement regarding § 59.26 is not violated by the Union's provision of legal counsel to any
2 probationary employee proceeding under § 59.26, Wisconsin Statutes.

3 ARTICLE 9 - SENIORITY, LAYOFF AND RECALL

4 9.01: Unit seniority shall be determined from the date of hire. Unit seniority terminates
5 in the event of quit, discharge or retirement. If more than one (1) employee is hired on the same
6 date, seniority among such employees shall be based on eligibility list placement.

7 9.02: In the event of a layoff or reduction in the number of employees, the employee
8 with the least amount of seniority selected by the County for the layoff will be initially selected
9 for the layoff or reduction, provided that the County or the Sheriff may deviate from seniority
10 where the person who would be laid off by seniority has a special skill which in the reasonable
11 judgement of the County or the Sheriff should be retained.

12 9.03: Seniority shall consist of the total calendar time of full time employment in
13 bargaining unit. An employee who leaves the bargaining unit, for another position within the
14 Sheriff's Office, will maintain seniority she or he had at the time of leaving, but will not accrue
15 further seniority in her or his former bargaining unit position unless she or he returns to the
16 bargaining unit.

17 9.04: Employees initially selected for layoff may take the layoff, but are subject to
18 mandatory recall.

19 9.05: Employees transferred out of the unit retain seniority to the same extent as unit
20 employees under paragraph 9:03.

21 9.06: The Employer shall maintain re-employment lists of all employees who are laid
22 off. Such lists shall be in order of the employee's seniority at the time of the reduction with the
23 most senior being number one (1) on the list. Employees on the reemployment list shall maintain
24 re-employment rights for two (2) years from the date of the layoff, or the length of an
25 employee's unit seniority, whichever is less. Employees shall be recalled from the reemployment
26 list in accordance with their seniority to the classifications in which they previously worked and
27 for which they are in the reasonable judgement of the County and the Sheriff still qualified.
28 Notice of re-employment shall be sent by the Employer to the employee's last known address
29 and the employee shall be required to respond affirmatively within one (1) week from the date of

1 mailing of notification. Employees who do not affirmatively respond to such re-employment
2 notices shall be dropped from the re-employment list and all employment rights shall be lost.

3 9.07: For the purpose of shift assignment, permanent vacancies shall be offered to
4 employees in order of seniority prior to posting of any unit job openings under Article 10 of this
5 Agreement.

6 ARTICLE 10 - JOB POSTING

7 10.01: Unit job openings shall be posted for a period of seven (7) days, and a copy of the
8 posting shall be provided to the steward. The most qualified applicant shall be selected provided
9 that if two (2) or more applicants are equal in qualifications, seniority shall be the determining
10 factor. All applicants must meet the qualifications established by the Employer or by law,
11 including physical requirements.

12 10.02: Employees who are on probation are eligible to apply for posted job openings.
13

14 ARTICLE 11 - LEAVE OF ABSENCE

15 11.01: The County may grant personal and/or medical leaves of absence without pay to
16 its employees. Personal and/or medical leave of absence requests shall contain, in writing by the
17 employee, the reason(s) why the employee needs a leave of absence and the date the employee
18 intends to return to work. All approved leaves of absence will be binding.

19 11.02: This Contract shall be administered in conformance with State and Federal Law
20 regarding family and medical leave.

21 ARTICLE 12 - SICK LEAVE

22 12.01: Sick leave may only be used for illness or injury to the employee, or the
23 employee's child, spouse or parent(s).

24 12.02: (a) Sick leave shall accrue at the rate of eight hours per month and may
25 accumulate to an unlimited amount.

26 (b) For employees hired on or after January 1, 1998, sick leave will accrue to
27 a maximum of one hundred and twenty (120) days (nine hundred and sixty [960] hours).
28 After an employee has reached the maximum accumulation of one hundred and twenty
29 (120) days, any additional sick leave accumulated thereafter shall be placed in an

1 individual Catastrophic Sick Leave Account (CSLA). Sick leave in the CSLA may only
2 be used when an employee is absent from work because of illness or injury and the
3 employee's regular sick leave has been exhausted. Upon resignation, retirement,
4 termination or death of an employee, CSLA shall be forfeited. This subsection b shall
5 apply only to employees hired on or after January 1, 1998.

6 (c) A sick leave day used will be consistent with shift hours scheduled for that
7 day. (For example, if the absent employee is scheduled for a ten hour shift, then ten hours
8 of sick leave will be applied to that day..

9 12.03: Employees will be paid for all scheduled days off for sickness, but not to exceed
10 the amount accrued. When and if an employee maintains at least twenty-four (24) days
11 accumulation for a twelve (12) month period, beginning January 1, the employee at the end of
12 the twelve (12) month period may be paid for half (½) of the sick leave over twenty-four (24)
13 days not used but accrued during that twelve (12) month period. The maximum number of days
14 paid at the end of a twelve (12) month period will not exceed six (6). A member may elect to
15 waive the sick leave buyback but must do so by December 31st of each year prior to when the
16 accrual starts. For example, to waive the sick leave buyback for 2017, which is paid out in
17 January of 2018, a waiver must be signed by December 31, 2016, which is before any 2017 sick
18 leave accrual begins to avoid constructive receipt.

19 12.04: Upon retirement, at or beyond age sixty-two (62), one-half (½) of the
20 accumulated sick leave shall be paid to the employee. Similar payment will be made to
21 protective service employees and other employees where State Statute provides for an earlier
22 normal (full benefit) retirement date.

23 12.05: Any person who is sick for three (3) consecutive working days may be asked to
24 provide a doctor's excuse.

25 12.06: Employees shall earn sick leave while on paid vacations, paid sick leave, paid
26 funeral leave, paid holidays, paid military leave, paid discretionary days, and jury leave paid by
27 the County under this contract.

28 12.07: Holidays falling in paid sick leave periods will not be considered a counting
29 against sick leave time.

1 12.08: Upon the death of a currently active employee, fifty percent (50%) of the
2 accumulated sick leave (one hundred percent [100%] if death occurs when performing assigned
3 duties) shall be paid to the employee's beneficiary, if known, or to the estate of said employee.

4 ARTICLE 13 - FUNERAL LEAVE, JURY DUTY AND MILITARY LEAVE

5 13.01: Funeral Leave. An employee will be paid up to three (3) days for leave to attend
6 the funeral of the employee's spouse, child, parent, brother or sister. An employee will be paid
7 up to one (1) day for leave to attend the funeral of a brother-in-law, sister-in-law, mother-in-law,
8 father-in-law, son-in-law, daughter-in-law, grandparent, grandchild, niece, nephew, aunt or
9 uncle. Employees may, in the supervisor's discretion, use earned sick leave days, earned
10 vacation days or discretionary days for up to two (2) weeks during the period of grief.

11 13.02: Jury Duty. An employee selected to serve on a trial jury will be excused from
12 employment for the time necessary to fulfill the obligation. The employee shall be given the
13 choice of accepting either his or her regular salary paid by the agency or the jury duty pay. If the
14 option is to accept the County's pay, then the jury pay shall be refunded to the employing unit
15 and the employee is to return to work to complete the remainder of the workday. If the option is
16 to keep the jury pay, then the agency's pay shall return to the Employer and the employee is not
17 expected to return to complete the workday. With the approval of the supervisor, it is permissible
18 to use personal days, vacation days, or accumulated comp time for jury duty. The maximum pay
19 in any year is two (2) weeks pay and the maximum in any life is eight (8) weeks pay.

20 13.03: Military Leave. All regular employees will be allowed to take time off from work
21 to fulfill active military requirements annually if such orders are given by the military unit. The
22 employee shall be given the choice of accepting either the regular salary paid by the County or
23 the military duty pay, whichever is to the employee's advantage. If the option is to accept the
24 agency's pay, then the military pay shall be refunded to the County. If the option selected is to
25 accept military pay, then the agency's pay shall return to the County. The maximum pay in any
26 year is two (2) weeks pay.

27 ARTICLE 14 - HOURS OF WORK

28 14.01: Under all circumstances, unless mutually agreed otherwise between the
29 Association and the County, employees shall receive one and one-half (1-1/2) times their straight

1 time hourly rate for all hours worked in excess of their normal regularly scheduled workday or
2 workweek. Employees may elect to take pay or compensatory time off. Compensatory time off
3 shall be computed on a one and one-half (1-1/2) basis. There shall be no pyramiding of overtime.
4 Compensatory time off shall be scheduled by mutual agreement between the employee and his or
5 her supervisor. The County may limit the amount of time the Sheriff may require employees to
6 work, in its discretion.

7 Compensatory time accumulated is capped at a maximum of eighty (80) hours. Covered
8 employees must turn in a time listing, including compensatory hours worked, at the end of each
9 pay period. All such reports must be received by the Chief Deputy by 10:00 a.m. Monday
10 following the pay period. If a person has not accumulated the maximum compensatory time
11 allowed, the approved hours will be added to the existing total until the maximum is reached.

12 After reaching the maximum accumulation, every effort must be made to take all
13 approved compensatory time off within thirty (30) days of the end of the month in which earned.
14 If work requirements make it impossible to take the compensatory time off, the Sheriff and/or
15 Chief Deputy shall present a voucher for approval of payment at the employee's current rate to
16 the Law Enforcement Committee at their next meeting. Payment for a thirty (30) day period only
17 would be covered and would never bring the hours accumulated below the maximum
18 accumulation figure.

19 Current Compensatory Time Accumulation. As of the first of the month following the
20 signing of this Agreement, employees shall have their compensatory time approved and
21 documented. Employees who have over eighty (80) hours shall have those hours "red-circled"
22 and no further accumulation shall be allowed until less than eighty (80) hours are accumulated.

23 14.02: Any employee who is required to report for duty or appear in any court at a time
24 other than his or her regular tour of duty by the Sheriff or his or her representative shall be
25 compensated a minimum of two (2) hours at time and one-half (1-1/2) for any matter which is
26 related to or emanates out of the employee's scope of employment. Provided, however, this shall
27 not apply to the two (2) hours immediately prior to the start of the employee's regularly assigned
28 shift or contiguous to the end of the shift.

1 14.03: Employees in the same classification rank may trade off days or shifts provided
2 that they obtain approval from the Sheriff or his or her designee.

3 14.05: Employees shall be paid bi-weekly. Employees will receive their paycheck as a
4 direct deposit to their bank at no cost.

5 14.06: Employees shall receive a thirty (30) minute paid lunch break during his or her
6 shift of eight (8) or more hours, which shall be taken as directed by the Sheriff or his or her
7 designee.

8 14.07: In the event that the County determines to change the existing shift structure, the
9 parties agree to enter into bargaining over such change.

10 14.08: Employees shall receive a shift differential of Ten Cents (\$.10) per hour for all
11 hours worked on second shift, and Fifteen Cents (\$.15) per hour for all hours worked on third
12 shift, in addition to the employee(s) applicable rate of pay.

13 14.09: Canine Handlers.

- 14 a) Canine handler employees will be granted one-half (1/2) hour per
15 scheduled work shift to care for their assigned dog. To effectuate this, the
16 canine handler employee will receive four (4) hours straight compensatory
17 time off every two weeks.
- 18 b) Canine handler employees will receive overtime compensation or
19 compensatory time off for all hours worked performing law enforcement
20 duties that are non-canine care related that exceed the assigned schedule.
21 Such overtime work requires advanced approval from a supervisor.
- 22 c) The canine handler shall receive one-half (1/2) hour of compensatory time
23 off or overtime pay if caring for canine on non-scheduled work days.
- 24 d) All expenses related to veterinary care and food for the canine shall not be
25 borne by the canine handler.
- 26 e) If the canine handler kennels his or her assigned dog away from home, he
27 or she will not have his/her work day schedule reduced by one-half (1/2)
28 hour, nor be compensated for the care of the dog.
- 29 f) The canine is the property of Grant County. Grant County will carry

1 proper insurance coverage and indemnify the canine handler from liability
2 resulting from the proper performance of job duties.

3 ARTICLE 15 - HOLIDAYS

4 15.01: The County shall pay all employees covered by this Agreement, unless the
5 employee is on an unpaid leave of absence, eight (8) hours pay at the employee's regular straight
6 time hourly rate for the following days designated as holidays:

7 New Year's Day	Veteran's Day
8 Friday Afternoon before Easter	Thanksgiving Day
9 Memorial Day	Christmas Eve Day
10 Independence Day	Christmas Day
11 Labor Day	New Year's Eve Day

12 15.02: All employees shall be entitled to three (3) discretionary days annually, on the
13 approval of the Sheriff.

14 15.03: An employee shall have the option of taking the number of prescribed holidays
15 listed above in 15.01 and 15.02 as off days or shall have the option of taking the days in cash.
16 Any officer electing to take the holiday as an off day shall have to obtain the approval of the
17 Sheriff or his designee. All holidays left on the books as of December 1st or holidays that have
18 not been approved for time off in the month of December by December 1st, may be converted to
19 cash and paid in the first pay period of December unless the employee elects to carry the time
20 into the next year.

21 Effective 1/1/2019

22 An employee shall have the option of taking the number of prescribed holidays listed
23 above in 15.01 and 15.02 as off days or shall have the option of taking the days in pay or
24 compensatory time off. Holiday hours will be part of the regular compensatory time cap of 80
25 hours as stated under article 14.

26 15.04: Employees working on a holiday shall receive one and one-half (1-1/2) times their
27 regular rate of pay for all such hours worked in addition to their holiday pay.

28 ARTICLE 16 - VACATIONS

29 16.01: Full-time employees shall earn annual paid vacation as follows:

- 1 a) After completion of one (1) full year of continuous employment, each
2 employee shall be entitled to twelve (12) days vacation each year.
3 b) After ten (10) full years of continuous employment, each employee is
4 entitled to eighteen (18) days vacation each year.
5 c) After twenty (20) full years of continuous employment, each employee is
6 entitled to twenty-four (24) days vacation each year.

7 Effective on the Employee's anniversary date in 1999, the following vacation schedule
8 will be implemented. Employees who would suffer a loss of vacation time as a result of this
9 schedule shall be grandfathered until the new scale provides an increase.

- 10 a) Employee(s) shall earn vacation time in the current service year
11 (anniversary date to anniversary date) for use in the following service
12 year.
13 b) For each regular eighty (80) hours worked, vacation is earned as follows:
14 Year 0 thru 4 earns 3.076 hours vacation
15 Year 5 thru 7 earns 3.692 hours vacation
16 Year 8 thru 9 earns 4.615 hours vacation
17 Year 10 thru 14 earns 5.539 hours vacation
18 Year 15 thru 19 years earns 6.150 hours vacation
19 Year 20 and beyond earns 7.384 hours vacation

20 16.02: An employee wishing to guarantee a specific vacation period shall submit a
21 written request to the Sheriff, or the Sheriff's designee, no later than March 31st of the year
22 during which the vacation is requested. As to such timely requests, the Sheriff shall give
23 preference as to specific vacation periods by seniority within classification. Vacation periods less
24 than a full week may be taken by agreement between the Sheriff and the employee. The County
25 retains the right to decide how many employees may be on vacation at any one (1) time, and the
26 County retains the right to schedule vacations, except as specifically limited by this Section.
27 Vacation may not be carried over from year to year. Employees shall have the right to take
28 vacation in increments of one (1) day at a time.

29 ARTICLE 17 - INSURANCE

30 17.01: The County agrees to provide health insurance, including life and AD&D plan
31 and disability plan, for all members of the bargaining unit. Employees shall have the HMO

1 option(s) provided to other County employees.

2 17.02: The County shall pay the full cost of said health insurance cited in Section 17.01
3 above for the single plan and eighty-five percent (85%) toward the cost of the family plan
4 premium of employee's choice of health insurance coverage/carriers. Effective January 1, 2012
5 the County shall pay ninety-five percent (95%) of the cost of the single health insurance
6 premium and eighty-five percent (85%) of the cost of the family health insurance premium.
7 Effective March 18, 2008 the County's contribution for employees working less than full-time
8 shall be pro-rated based upon the employee's percentage of hours worked as compared to that of
9 a full-time employee's normal hours of work. It is agreed that employees working a minimum of
10 20 hours per week shall be eligible for the insurance provisions detailed in this Article.

11 17.03: The County agrees to maintain and pay the premium on all other insurance
12 coverages currently in effect (group term life insurance, accidental death and dismemberment
13 insurance, and weekly indemnity insurance) during the term of this Agreement, including
14 additional coverages, if any, for employees. Effective January 1, 1995, the weekly indemnity
15 shall be increased to One Hundred Dollars (\$100.00) per week. Effective January 1, 2006, the
16 County agrees to replace the weekly indemnity insurance referenced above with long term
17 income (disability) insurance equivalent to the plan in effect January 1, 2006 for other County
18 employees. Changes in carriers and/or plans shall be made consistent with Section 17.01.

19 17.04: An employee (with a minimum of five years consecutive Grant County
20 employment) who qualifies for retirement and retires under the Wisconsin Retirement System
21 and who immediately applies for an annuity, may continue in the health insurance program in
22 which the individual was enrolled prior to retirement provided the employee pays the full
23 premium to Grant County on a minimum of a quarterly (3 month) basis in advance and the
24 employee is not eligible to receive health insurance benefits from another employer. The spouse
25 and dependents of retirees meeting the above criteria may continue in the health insurance
26 program under the same conditions.

27 17.05: The Flexible Spending Account (Section 125) negotiated by the parties and as
28 authorized by the Grant County Board of Supervisors shall be offered to bargaining unit
29 employee(s). The County agrees to include a Voluntary Dental Plan in the benefits available for

1 employees to purchase through the Section 125 Plan.

2 ARTICLE 18 - PENSION

3 18.01: Beginning with the pay period first following the date of the parties' ratification
4 of the 2013-2014 Agreement, each employee shall pay two percent (2%) of the employee's gross
5 wages/salary toward the employee-required Wisconsin Retirement System (WRS) contribution
6 under Wis. Stat. §40.05(1)(a). Beginning July 1, 2013, each employee shall pay an additional
7 two percent (2%) (cumulatively 4%) of the employee's gross wages/salary toward the employee-
8 required Wisconsin Retirement System (WRS) contribution under Wis. Stat. §40.05(1)(a).
9 Beginning January 1, 2014, each employee shall pay the entire employee-required WRS
10 contribution established for protective occupation participants with Social Security as set forth in
11 Wis. Stat. §40.05(1)(a). The employee's contribution amount will be adjusted annually as it is
12 set by the Department of Employee Trust Funds (ETF). Any new employee hired by the County
13 after July 1, 2011 is subject to making the WRS contribution as provided by law.

14 The employment papers and beneficiary papers must be filled out at the Finance Office
15 prior to the first pay period.

16 A booklet is available at the Personnel Department explaining the benefits of the
17 retirement plan and retirement procedures.

18 ARTICLE 19 - CLOTHING ALLOWANCE

19 19.01: During the term of this Agreement the clothing allowance shall be Four Hundred
20 Dollars (\$400.00) per year. All current department policies and practices regarding clothing
21 allowance not identified herein shall be maintained.

22 19.02: Any time there is a change in uniforms, equipment, or accessories, which change
23 is authorized by the County, then the County shall pay for the full cost of said change. All
24 replacement shall be subject to the uniform allowance specified in Section 19.01 above.

25

ARTICLE 20 - WAGES

20.01:

(a) Wages effective January 1, 2018 (2.0%) shall be:

	<u>Start</u>	<u>1 Year</u>	<u>3 Years</u>	<u>5 Years</u>
Deputies	\$21.68	\$22.88	\$23.93	\$24.92

(b) Wages effective January 1, 2019 (2.5%) shall be:

	<u>Start</u>	<u>1 Year</u>	<u>3 Years</u>	<u>5 Years</u>
Deputies	\$22.22	\$23.45	\$24.53	\$25.54

20.02: Longevity Pay. Effective January 1, 2010 and commencing on the date of eligibility, in addition to the wage rates set forth in Section 20.01, employees hired on or before March 18, 2008 shall receive longevity pay calculated as follows:

- \$.15 per hour after 3 years of service
- \$.20 per hour after 5 years of service
- \$.25 per hour after 10 years of service
- \$.30 per hour after 15 years of service
- \$.35 per hour after 20 years of service
- \$.40 per hour after 25 years of service

Effective January 1, 2010 and commencing on the date of eligibility, in addition to the wage rates set forth in Section 20.01, employees hired after March 18, 2008 shall receive longevity pay calculated as follows:

- \$.25 per hour after 10 years of service
- \$.30 per hour after 15 years of service
- \$.35 per hour after 20 years of service
- \$.40 per hour after 25 years of service

Employees hired on or after January 1, 2015, will not be eligible for longevity pay.

1 ARTICLE 21 - FLEET SAFETY PROGRAM

2 21.01: Purpose. Grant County Fleet Safety Program is instituted to promote safe driving,
3 reduce accident frequency and severity, and to take positive steps to correct individual problem
4 areas of County employees driving vehicles on County business.

5 21.02: Accident. Accident is defined to mean an occurrence that originates or terminates
6 on a traffic way, which involves at least one (1) motor vehicle in transport and results in:

- 7 (a) Injury or fatality of a person;
- 8 (b) total damage to one (1) person's property to an apparent extent of One
9 Thousand Dollars (\$1000.00) or more; or
- 10 (c) damage to government-owned property to an apparent extent of Two
11 Hundred Dollars (\$200.00) or more, except government owned vehicles
12 which remain at One Thousand Dollars (\$1000.00).

13 If an accident meets any of the three (3) criteria it is a reportable accident and is therefore
14 subject to review by the Accident Review Committee.

15 All accidents involving a County-owned vehicle must be reported by the employee
16 involved to the supervisor within twenty-four (24) hours after the occurrence whenever possible.
17 The reports and forms to be completed will be provided by the department, a copy of which will
18 be filed in the employee's personnel file.

19 21.03: Accident Review Committee. The Accident Review Committee shall be
20 composed of two (2) bargaining unit employees selected by the Association, a Governing
21 Committee member, designee in the Sheriffs Department and the Personnel Director of the
22 County of Grant.

23 21.04: Preventable Accident. Any accident in which the driver is at fault (a just cause
24 standard will apply).

25 21.05: Non-Preventable Accident. Any accident in which the driver is not at fault.

26 21.06: Procedure for Accident Review Committee.

- 27 (a) Frequency of Meeting. Chairman must call a meeting to review the
28 accident/ incident reports no later than ten (10) days after the occurrence.

- 1 (b) Prior to determining that an accident was preventable, an outside agency
2 will conduct an investigation. Great weight will be given to the outside
3 investigating agency's report.
- 4 (c) The employee may appear before the Committee, with representation.
- 5 (d) Voting. The Chairman shall request a consensus in which the Committee
6 by majority vote decides whether an accident/ incident was "preventable"
7 or "non-preventable". This will be done on the merits of each case.
- 8 (e) Inform the Employee. The Chairman will advise the functional supervisor
9 or agency director who will determine appropriate action and advise the
10 employee.
- 11 (f) Minutes of meeting will be made available to Association upon request.

12 21.07: Remedial Action.

13 Preventable Accident.

- 14 (a) Written warning.
- 15 (b) Two (2) days suspension, without pay.
- 16 (c) Five (5) day suspension, without pay, and driver training and physical
17 exam.
- 18 (d) Suspension and/or subject to termination (unless non-driving functions can
19 be assigned).

20 21.08: The Fleet Safety Program will be administered in conformance with a just cause
21 standard and Article 5 of this Collective Bargaining Agreement.

22 ARTICLE 22 - SEPARABILITY AND SAVINGS

23 22.01: If any Article or Section of this Agreement or of any addendum thereto should be
24 held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance
25 with or enforcement of any Article or Section should be restrained by such tribunal pending a
26 final determination as to its validity, the remainder of this Agreement and of any addendum
27 thereto, or the application of such Article or Section to persons or circumstances other than those
28 as to which it has been held invalid or as to which compliance with or enforcement of has been
29 restrained, shall not be affected thereby.

SIDE LETTER OF AGREEMENT
BETWEEN
GRANT COUNTY SHERIFF'S DEPARTMENT ASSOCIATION, WPPA
AND
GRANT COUNTY

The parties agree as follows:

1. Deputy Sheriffs assigned to regular full-time road patrol duties (Patrol Deputies and Canine Deputies) will be assigned a work schedule which will consist primarily of 8 – ten hour days in a 14 day work period.
2. Overtime will be granted only when employee exceeds their regularly scheduled hours of work in a 14 day pay period or 10 hours in a day.
3. Holiday pay for regular full-time Patrol Deputies will consist of 8 hours pay at the employee's regular straight time hourly rate (4 hours for the Friday Afternoon before Easter).
4. Full-time Patrol Deputies may take up to 10 hours of paid time for Sick days, vacation days and discretionary days.
5. The accrual of other benefits not identified herein shall continue as provided for in the collective bargaining agreement.

Dated this 22nd day of May, 2008.

For WPPA:

/s/ Gary Anderson
Gary Anderson, WPPA Business Agent

/s/ Jay Fitzgerald
Jay Fitzgerald, Steward

For Grant County:

/s/ Joyce M. Roling
Joyce M. Roling, Personnel Director

/s/ Keith Govier
Keith Govier, Sheriff