Agreement between the

GRANT COUNTY

and the

GRANT COUNTY SHERIFF'S DEPARTMENT

ASSOCIATION

WISCONSIN PROFESSIONAL POLICE ASSOCIATION

LAW ENFORCEMENT EMPLOYEES RELATIONS DIVISION

2015-2017

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AGREEMENT

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

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

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

ARTICLE 1 - RECOGNITION

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

ARTICLE 2 - MANAGEMENT RIGHTS

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

a) To direct and supervise the work of deputies and employees;

b) to hire, promote, transfer or layoff deputies and employees or demote, suspend, discipline or discharge officers and employees pursuant to the provisions of this Agreement;

c) to plan, direct and control operations;

d) to determine the amount and quality of work needed, by whom it shall be performed and the location where such work shall be performed;

e) to determine to what extent any process, service or activities of any nature whatsoever shall be added, modified, or obtained by subcontract;

f) to change any existing service practices, methods and facilities which primarily relate to the formulation and implementation of public policy;

g) to schedule the hours of work and assignment of duties; and

h) to make and enforce rules.

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

ARTICLE 3 - FAIR SHARE

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

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

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

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

3.05: The Association shall indemnify and save the County harmless against any and all claims, demands, suits or other forms of liability which may arise out of any action taken or not taken by the County for the purpose of complying with the provisions of this Article.

ARTICLE 4 - GRIEVANCE PROCEDURES

The grievance procedure is as follows:

4.01: Grievance. A grievance is defined to be a controversy between any employee or the Association and the Employer as to a matter involving the interpretation or application of this Agreement.

4.02: Procedure. Grievances shall be processed in the following manner:

Step 1 - In the event of a grievance, the employee shall perform his assigned work task and grieve his complaint later. An employee, believing he has cause for a grievance, shall orally present his grievance to his immediate supervisor within ten (10) days of the incident, or within ten (10) days of his securing knowledge thereof.

Step 2 - If the grievance is not settled within forty-eight (48) hours after such discussion to the satisfaction of the grievant, the grievant shall reduce such grievance to writing and submit it to the Sheriff, with a copy to the Personnel Director, within twenty (20) days after such incident. The Sheriff shall set a time for discussion of the grievance with the Association which shall be within five (5) days from the time of the presentation to him of the written grievance by the grievant. Within ten (10) days after such meeting, the Sheriff shall notify the Association of his determination.

Step 3 - If the grievance is not settled as provided under Step 2 above, the grievance may be submitted in writing to the Executive Committee within seven (7) days. Within ten (10) days of the receipt of the written grievance, the Executive Committee shall set a hearing date with the Association, steward and grievant. Within ten (10) days after such hearing, the Executive Committee shall notify the parties in writing of its determination.

Step 4 - If a satisfactory settlement is not reached as outlined in Step 3 above, either party may submit the matter to the Wisconsin Employment Relations Commission for arbitration within ten (10) days. The written request shall ask the Wisconsin

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

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

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

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

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

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

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

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

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

4.11: Should any of the time limits imposed on the employee or the Association pass without action, the grievance will be barred unless the time is extended by mutual agreement in writing.

4.12: Grievances may be moved to the next step by the grievant or the Association if the Employer does not respond in a timely manner.

4.13: All times set forth in this Article, unless otherwise specified, are working days and are exclusive of Saturdays, Sundays and any holiday recognized by this Agreement. All time requirements set forth in this Article may be waived or extended by mutual written agreement of the parties.

ARTICLE 5 - DISCIPLINE AND DISCHARGE

5.01: Employees shall not be suspended, disciplined or discharged without just cause.

5.02: When disciplinary action is taken against an employee, the employee will receive written notice of such action at the time it is taken, and a copy will be mailed to the Association within two (2) calendar days, except that written notice of oral discipline shall be given to the employee and the Association as soon as possible after the action is taken. Such notice shall include the primary reasons on which the Employer's action is based. Said disciplinary action shall be stricken from the employee's personnel file twelve (12) months from the date of issue provided there has been no recurrence of a like or similar nature.

5.03: This Article supersedes the Grant County Personnel System Policies, section titled, Disciplinary Actions, as to this unit; such section does not apply to this unit.

5.04: Probationary employees may be disciplined and discharged without recourse. The Association will be given a copy of any written discipline of a probationary employee.

5.05: An employee wishing to implement the grievance procedure to take issue with discipline imposed must, prior to implementing the grievance procedure, waive any right he may have to proceed under §59.26 of the Wisconsin Statutes. Such waiver shall be in writing and shall be delivered in person or by first class mail to the Sheriff or the Chairman of the Executive Committee prior to the commencement of the grievance procedure.

5.06: Drug Free Workplace and Alcohol and Other Drug Abuse Policy. The Grant County Sheriffs Department is committed to an alcohol and drug free workplace. Grant County reserves the right to enforce reasonable policies related to alcohol and other drug abuse.

ARTICLE 6 - VISITATION PRIVILEGES

6.01: The Business Representative of the Association shall have reasonable access during working hours to the office where employees are stationed, provided, however, that the Business Representative shall not at any time interfere with employees or interrupt their work. The Business Representative shall contact the Sheriff in advance of any visit whenever possible.

ARTICLE 7 - ASSOCIATION ACTIVITIES

7.01: The County recognizes the right of the Association to designate a job steward and/or alternate to handle such Association business as may from time to time be delegated to them by the Association. Stewards and/or alternates have no authority to take strike action or any other action interrupting the County's business in violation of law or this Agreement.

7.02: All stewards and/or alternates shall be allowed reasonable time off without loss of pay for the purpose of meeting with management to adjust grievances where such could not reasonably be done after hours.

7.03: The County agrees to provide suitable space on County property for an Association bulletin board. The County and the Association agree such bulletin board will be used for exclusive and proper business of the Association.

ARTICLE 8 - PROBATION

8.01: All newly hired employees shall serve a one (1) year probationary period commencing on the first day of employment with the Sheriffs Department, provided, however, that probation may be extended if the employee is in recruit school at the end of the one (1) year period until successful graduation and furthermore, probation may be extended to complete a course which is required to be completed as a condition of employment and which was designated before hire. During the probationary period employees may be terminated at the Sheriff's or County's discretion without the protection of § 59.26 of the Wisconsin Statutes. The Association enters into this agreement regarding § 59.26 only to the extent allowed by law and

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

ARTICLE 9 - SENIORITY, LAYOFF AND RECALL

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

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

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

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

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

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

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

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

ARTICLE 10 - JOB POSTING

10.01: Unit job openings shall be posted for a period of seven (7) days, and a copy of the posting shall be provided to the steward. The most qualified applicant shall be selected provided that if two (2) or more applicants are equal in qualifications, seniority shall be the determining factor. Employees successfully posting for a position shall serve a six (6) month trial period, during which either the County or the employee may request a return to his or her former position in the bargaining unit. The employee shall suffer no loss of seniority by virtue of such posting and return. All applicants must meet the qualifications established by the Employer or by law, including physical requirements.

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

ARTICLE 11 - LEAVE OF ABSENCE

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

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

ARTICLE 12 - SICK LEAVE

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

12.02: (a) Sick leave shall accrue at the rate of one (1) day per month and may accumulate to an unlimited amount.

(b) For employees hired on or after January 1, 1998, sick leave will accrue to a maximum of one hundred and twenty (120) days (nine hundred and sixty [960] hours). After an employee has reached the maximum accumulation of one hundred and twenty (120) days, any additional sick leave accumulated thereafter shall be placed in an individual Catastrophic Sick Leave Account (CSLA). Sick leave in the CSLA may only be used when an employee is absent from work because of illness or injury and the employee's regular sick leave has been exhausted. Upon resignation, retirement, termination or death of an employee, CSLA shall be forfeited. This subsection b shall apply only to employees hired on or after January 1, 1998.

(c) A sick leave day shall consist of eight (8) working hours.

12.03: Employees will be paid for all scheduled days off for sickness, but not to exceed the amount accrued. When and if an employee maintains at least twenty-four (24) days accumulation for a twelve (12) month period, beginning January 1, the employee at the end of the twelve (12) month period may be paid for half (½) of the sick leave over twenty-four (24) days not used but accrued during that twelve (12) month period. The maximum number of days paid at the end of a twelve (12) month period will not exceed six (6).

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

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

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

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

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

ARTICLE 13 - FUNERAL LEAVE, JURY DUTY AND MILITARY LEAVE

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

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

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

ARTICLE 14 - HOURS OF WORK

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

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

Compensatory time accumulated is capped at a maximum of eighty (80) hours. Covered employees must turn in a time listing, including compensatory hours worked, at the end of each month. All such reports must be received by the Chief Deputy by 4:30 p.m. on the fifth of the following month. If a person has not accumulated the maximum compensatory time allowed, the approved hours will be added to the existing total until the maximum is reached.

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

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

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

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

14.04: Any employee who was properly assigned to and does perform work in a higher classification shall be paid at the rate of pay for actual time spent working in the higher classification for that assignment.

14.05: Employees shall be paid bi-weekly. The record for accrued, used, paid and monthly balance of vacation, sick leave, discretionary and compensatory days will be provided to each employee during the month of January reflecting the prior year record and status as of December 31. Employees will receive their paycheck as a direct deposit to their bank at no cost.

14.06: Employees shall receive a thirty (30) minute paid lunch break during his or her eight (8) hour tour of duty, which shall be taken as directed by the Sheriff or his or her designee.

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

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

14.09: Canine Handlers.

a) Canine handler employees will be granted one-half (1/2) hour per scheduled work shift to care for their assigned dog. To effectuate this, the canine handler employee will receive four (4) hours straight compensatory time off every two weeks.

b) Canine handler employees will receive overtime compensation or compensatory time off for all hours worked performing law enforcement duties that are non-canine care related that exceed the assigned schedule. Such overtime work requires advanced approval from a supervisor.

c) The canine handler shall receive one-half (1/2) hour of compensatory time off or overtime pay if caring for canine on non-scheduled work days.

d) All expenses related to veterinary care and food for the canine shall not be borne by the canine handler.

e) If the canine handler kennels his or her assigned dog away from home, he or she will not have his/her work day schedule reduced by one-half (1/2) hour, nor be compensated for the care of the dog.

f) The canine is the property of Grant County. Grant County will carry proper insurance coverage and indemnify the canine handler from liability resulting from the proper performance of job duties.

ARTICLE 15 - HOLIDAYS

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

New Year's Day	Veteran's Day
Friday Afternoon before Easter	Thanksgiving Day
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	New Year's Eve Day

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

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

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

ARTICLE 16 - VACATIONS

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

a) After completion of one (1) full year of continuous employment, each employee shall be entitled to twelve (12) days vacation each year.

b) After ten (10) full years of continuous employment, each employee is entitled to eighteen (18) days vacation each year.

c) After twenty (20) full years of continuous employment, each employee is entitled to twenty-four (24) days vacation each year.

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

a) Employee(s) shall earn vacation time in the current service year (anniversary date to anniversary date) for use in the following service year.

b) For each regular eighty (80) hours worked, vacation is earned as follows:

Year 0 thru 4 earns 3.076 hours vacation
Year 5 thru 7 earns 3.692 hours vacation
Year 8 thru 9 earns 4.615 hours vacation
Year 10 thru 14 earns 5.539 hours vacation
Year 15 thru 19 years earns 6.150 hours vacation
Year 20 and beyond earns 7.384 hours vacation

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

ARTICLE 17 - INSURANCE

17.01: The County agrees to provide health insurance, including life and AD&D plan and disability plan, for all members of the bargaining unit. Employees shall have the HMO option(s) provided to other County employees.

17.02: The County shall pay the full cost of said health insurance cited in Section 17.01

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

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

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

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

ARTICLE 18 - PENSION

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

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

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

ARTICLE 19 - CLOTHING ALLOWANCE

19.01: During the term of this Agreement the clothing allowance shall be Three Hundred Seventy Dollars ($370.00) per year per uniformed employee. The Deputy Sheriff classification shall receive a clothing allowance of Four Hundred Dollars ($400.00) per year. All current department policies and practices regarding clothing allowance not identified herein shall be maintained.

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

ARTICLE 20 - WAGES

(d) 20.01: (a) Wages effective January 1, 2015 (1.5%) shall be:

	Start	1 Year	3 Years	5Years
Deputies	$20.63	$21.77	$22.77	$23.71

(b) Wages effective January 1, 2016 (1.5%) shall be:

	Start	1 Year	3 Years	5Years
Deputies	$20.94	$22.10	$23.11	$24.07

(c) Wages effective January 1, 2017 (1.5%) shall be:

	Start	1 Year	3 Years	5Years
Deputies	$21.25	$22.43	$23.46	$24.43

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.

ARTICLE 21 - FLEET SAFETY PROGRAM

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

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

(a) Injury or fatality of a person;

(b) total damage to one (1) person's property to an apparent extent of One Thousand Dollars ($1000.00) or more; or

(c) damage to government-owned property to an apparent extent of Two Hundred Dollars ($200.00) or more, except government owned vehicles which remain at One Thousand Dollars ($1000.00).

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

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

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

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

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

21.06: Procedure for Accident Review Committee.

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

(b) Prior to determining that an accident was preventable, an outside agency will conduct an investigation. Great weight will be given to the outside investigating agency's report.

(c) The employee may appear before the Committee, with representation.

(d) Voting. The Chairman shall request a consensus in which the Committee by majority vote decides whether an accident/ incident was "preventable" or "non-preventable". This will be done on the merits of each case.

(e) Inform the Employee. The Chairman will advise the functional supervisor or agency director who will determine appropriate action and advise the employee.

(f) Minutes of meeting will be made available to Association upon request.

21.07: Remedial Action.

Preventable Accident.

(a) Written warning.

(b) Two (2) days suspension, without pay.

(c) Five (5) day suspension, without pay, and driver training and physical exam.

(d) Suspension and/or subject to termination (unless non-driving functions can be assigned).

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

ARTICLE 22 - SEPARABILITY AND SAVINGS

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

22.02: In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as set forth above, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Association, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

ARTICLE 23 - TERMINATION

23.01: THIS AGREEMENT shall become effective as of January 1, 2015, and shall remain in full force and effect until and including December 31, 2017, and shall be automatically renewed from year to year thereafter, unless at least one hundred eighty (180) days before the termination date or any anniversary thereof, either party gives written notice to the other of desire to amend, add to or terminate this Agreement.

FOR THE COUNTY:

COUNTY OF GRANT

Robert C. Kenney
County Board Chair

11/18/14
Personnel Director

FOR THE ASSOCIATION:

WISCONSIN PROFESSIONAL POLICE ASSOCIATION LAW ENFORCEMENT EMPLOYEES RELATIONS DIVISION

Guan Acne, WPPA
WPPA/LEER Business Agent

Association Representative

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

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) will be assigned a work schedule which will consist primarily of a six-days-on, three-days-off cycle. The regular workday shall be 8.5 hours.
2. The Patrol Deputies will be scheduled at least 16 additional hours each year for training/inservices. It is agreed that these 16 hours shall be paid at their regular straight time hourly rate.
3. Holiday pay for regular full-time Patrol Deputies will consist of 8.5 hours pay at the employee's regular straight time hourly rate (4.25 hours for the Friday Afternoon before Easter).
4. Full-time Patrol Deputies may take up to 8.5 hours of paid time for Sick days, Discretionary days, and Funeral leave.
5. Effective July 1, 2000, sick leave days for regular full-time Patrol Deputies will be accrued at 8.5 hours per month.
6. If a disagreement occurs over the application of this side letter, the parties agree to meet and confer in order to work out a solution. If a solution cannot be agreed upon, the Sheriff has the authority to revert back to the previous scheduling system.
7. This side letter of agreement shall become effective June 18, 2000.

Dated this 6th 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