

AGREEMENT

between

RICHLAND COUNTY, WISCONSIN

and

RICHLAND COUNTY DEPUTY SHERIFF'S ASSOCIATION
WISCONSIN PROFESSIONAL POLICE ASSOCIATION
LEER DIVISION

2022-2024

TABLE OF CONTENTS

| | <u>Page</u> |
|--|-------------|
| ARTICLE I - AGREEMENT | 1 |
| ARTICLE II - INTENT AND PURPOSE | 1 |
| ARTICLE III - UNION RECOGNITION AND BARGAINING UNIT | 1 |
| 3.01 Recognition..... | 1 |
| 3.02 Dues Deduction..... | 1 |
| 3.03 Hold Harmless | 2 |
| ARTICLE IV - MANAGEMENT RIGHTS | 2 |
| ARTICLE V - GRIEVANCE PROCEDURE..... | 2 |
| 5.01 Definition of Grievance | 2 |
| 5.02 Steps in Procedure | 2 |
| Step One..... | 2 |
| Step Two..... | 2 |
| Step Three..... | 3 |
| Step Four..... | 3 |
| 5.03 Arbitration..... | 3 |
| Time Limits..... | 3 |
| Costs | 3 |
| ARTICLE VI - SENIORITY | 3 |
| 6.01 Definition..... | 3 |
| 6.03 Vacancies..... | 4 |
| 6.04 Layoffs..... | 4 |
| 6.05 Probation..... | 4 |
| 6.07 Step Increases | 4 |
| 6.09 Promotions..... | 5 |
| ARTICLE VII - HOLIDAYS | 5 |
| ARTICLE VIII - VACATIONS | 5 |
| ARTICLE IX - SICK LEAVE | 6 |
| 9.01 Rate of Accumulation | 6 |
| 9.02 Eligibility | 6 |
| 9.03 Medical Leave of Absence..... | 6 |
| 9.05 Definition of Sick Leave..... | 6 |
| 9.06 Occurrences | 7 |
| ARTICLE X - INSURANCE..... | 7 |
| 10.01 Health Insurance | 7 |
| 10.02 Dental Insurance | 8 |
| 10.03 Health Insurance While on Worker's Compensation..... | 8 |
| 10.04 Worker's Compensation Supplement..... | 8 |
| 10.05 Retirement Insurance | 8 |
| 10.06 Sec. 125 Plan..... | 8 |
| ARTICLE XI - LIFE INSURANCE..... | 8 |

| | |
|--|------------|
| ARTICLE XII - WISCONSIN RETIREMENT FUND..... | 8 |
| ARTICLE XIII - STRIKE OR LOCKOUT | 9 |
| ARTICLE XIV - HOURS OF WORK, WAGES AND CLASSIFICATION | 9 |
| 14.01 Wage Schedule | 9 |
| 14.02 Work Schedules | 9 |
| 14.03 Overtime | 9 |
| Compensatory Time..... | 10 |
| 14.04 Emergency Duty | 10 |
| 14.05 Temporary Assignments | 10 |
| 14.06 Shift Differentials | 10 |
| 14.07 Hourly Rates | 10 |
| 14.08 Call-In Pay | 10 |
| 14.09 Casual/Temporary Employees | 10 |
| 14.10 Casual/Temporary Employees - Training and Rates of Pay | 10 |
| 14.11 Effective Date of Wage Rate Changes..... | 11 |
| 14.12 Pay Day..... | 11 |
| ARTICLE XV - LONGEVITY..... | 11 |
| ARTICLE XVI - UNIFORM ALLOWANCE..... | 11 |
| ARTICLE XVII - UNION ACTIVITY | 12 |
| 17.01 Bulletin Board..... | 12 |
| 17.02 No Loss of Pay..... | 12 |
| ARTICLE XVIII - MISCELLANEOUS | 12 |
| 18.01 Military Leave of Absence..... | 12 |
| 18.02 Lawsuits | 12 |
| 18.03 Personal Leaves | 12 |
| 18.04 Custodial Duties Not Required | 12 |
| 18.05 Ammunition..... | 12 |
| 18.06 Notice of Discipline | 12 |
| 18.07 Retirement..... | 12 |
| 18.08 Expense Reimbursement..... | 13 |
| ARTICLE XIX - BEREAVEMENT LEAVE | 13 |
| ARTICLE XX - LEGAL AGREEMENT | 13 |
| ARTICLE XXI - DURATION | 13 |
| SCHEDULE A..... | 15 |
| Wages, Rates and Classifications..... | 15 |
| Effective January 1, 2022 | 15 |
| Effective January 1, 2023 | 156 |
| Effective January 1, 2024 | 167 |
| MEMORANDA OF AGREEMENT | 18-19 |
| Computation of Hourly Rates of Pay | |
| Vacation Scheduling | |

ARTICLE I - AGREEMENT

1.01 This agreement is made and entered into this first day of January, 2022, at Richland Center, Wisconsin, pursuant to the provisions of Section 111.77, Wisconsin Statutes, by and between Richland County, Wisconsin, hereinafter referred to as the "Employer," and Richland County Deputy Sheriff's Association, WPPA, LEER, on behalf of the Richland County Sheriff Department Employees hereinafter referred to as the "Union."

ARTICLE II - INTENT AND PURPOSE

2.01 It is the intent and purpose of the parties hereto that this agreement establishes negotiated terms for wages, hours, and conditions of employment for employees in the bargaining unit.

ARTICLE III - UNION RECOGNITION, BARGAINING UNIT AND DUES

3.01 Recognition: Richland County recognizes Richland County Deputy Sheriff's Association, WPPA, LEER, as the exclusive bargaining representative for the public safety employees of the Richland County Sheriff Department, referenced in Schedule A, but excluding confidential employees, the sheriff, chief deputy sheriff, and lieutenants of Richland County, with respect to wages, hours, and working conditions.

3.02 Dues Deduction:

- (a) The Employer agrees to deduct monthly dues in the amount certified by the WPPA/LEER from the pay of employees who individually sign a dues deduction authorization form supplied by the WPPA/LEER. 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"). Employees who enter the Union on the 1st through the 15th day of the month will have dues deducted from their first month's pay. Employees who enter the Union after the 15th will have dues deducted beginning on the first day of the next month following date of hire.
- (b) It shall be WPPA/LEER'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.
- (c) 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 WPPA/LEER or Local Association if applicable, in one lump sum not later than the end of the month in which the deduction is made.
- (d) Authorization of dues deduction by a voluntary member may be revoked upon notice in writing to the Employer, WPPA or to the Local Association.
- (e) The Association as the exclusive representative of all the employees in the bargaining unit, will represent all such employees fairly and equally. No employee shall be required to join the Association, but membership in the Association shall be made available to all employees who apply, consistent with

the union constitution and bylaws. No employee shall be denied Association membership because of race, creed, color, or sex.

3.03 Hold Harmless: The WPPA/LEER does hereby indemnify and shall hold the County of Richland 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 County, which action or non-action is in compliance with the provisions of this article/section.

ARTICLE IV - MANAGEMENT RIGHTS

4.01 The Employer shall have the sole and exclusive right to determine the number of employees to be employed, the duties of each of these employees, the nature, hours and place of their work, and all other matters pertaining to the management and operation of Richland County and Richland County Sheriff Department, including the hiring and promotion of employees. The Employer shall have the right to demote, suspend, discharge or otherwise discipline employees for just cause.

The Employer has the exclusive right to assign and direct employees, to schedule work and to pass upon the efficiency and capabilities of the employees, and the Employer may establish and enforce reasonable work rules and regulations. Further to the extent that rights and prerogatives of the Employer are not explicitly granted to the Union or employees, such rights are retained by the Employer. However, the provisions of this article shall not be used for the use of undermining the Union or discriminating against any of its members.

ARTICLE V - GRIEVANCE PROCEDURE

5.01 Definition of Grievance: For the purpose of this agreement, the term "grievance" means any dispute between the Employer and an employee within the unit, or the Employer and the Union relating to the interpretation, application, breach or violation of the terms of this agreement and any matters related to safety and work rules relating to the interpretation, application, breach or violation of the terms of this agreement. No grievance shall be discussed during working hours without prior notice to the Richland County sheriff.

5.02 Steps in Procedure: Grievances shall be processed in the following manner (time limits set forth shall be exclusive of Saturdays, Sundays and holidays):

Step One: The employee and/or Union committee chairperson shall present any grievance in writing to the sheriff of Richland County or his/her designee within forty (40) days from the date the grievant first had knowledge of the occurrence of the event causing the grievance. The sheriff shall attempt to a mutually satisfactory adjustment and shall give a written answer to the grievant or the union committee chairperson within ten (10) days after the grievance was presented to him/her. If the sheriff does not submit a written answer, the grievance shall be deemed denied.

Step Two: The grievance shall be considered settled in Step One unless within ten (10) days from the date of denial in Step One, the grievance is presented in writing to the Richland County Law Enforcement and Judiciary Committee. The Law Enforcement and Judiciary Committee or its representative will meet with the employee, his/her representative and representatives of the Employer as the Law Enforcement and Judiciary Committee may elect and attempt to resolve the grievance. Such meeting will be held by the Committee at its next regularly scheduled meeting, but not later than 45 days of receipt of the written grievance. The Law Enforcement and Judiciary Committee or its representative,

shall submit a written answer to the employee or his/her representative within ten (10) days following the meeting. If the Law Enforcement and Judiciary Committee or its representative does not submit a written answer, the grievance shall be deemed denied. If the Committee denies the grievance, it shall be automatically forwarded to the Finance and Personnel Committee in Step 3.

Step Three: The Finance and Personnel Committee will meet with the employee, his/her representative and representatives of the Employer as the Finance and Personnel Committee may elect and attempt to resolve the grievance. Such meeting will be held by the Committee at its next regularly scheduled meeting, but not later than 45 days of receipt of the written grievance. The Finance and Personnel Committee shall submit a written answer to the employee or his/her representative within ten (10) days following the meeting. If the Finance and Personnel Committee or its representative does not submit a written answer, the grievance shall be deemed denied.

Step Four: If the employee's grievance is not settled at the third step, either party may take the matter to arbitration as hereinafter provided.

5.03 Arbitration:

(a) The grievance shall be considered settled in Step Three above unless within ten (10) days after the last response is received or due, the dissatisfied party (either party) shall request in writing to the other that the dispute be submitted to arbitration.

(b) The parties shall attempt to mutually agree on the selection of the arbitrator to decide the dispute. If no agreement is reached within ten (10) days after notification of intent to arbitrate, either party may request the Wisconsin Employment Relations Commission to provide a panel of five (5) arbitrators from its staff from which the parties shall alternately strike until a single name remains.

(c) Time Limits: Time limits set forth above may be extended by mutual agreement in writing.

(d) Arbitration shall be limited to a determination of whether the Employer or the Union has violated the terms of the Agreement. The arbitrator shall not have authority to decide any dispute other than whether the Agreement has been violated, and he/she shall not add to, detract from or modify in any way, the terms of this Agreement.

(e) Costs: Both parties shall share equally the cost of the arbitrator. In the event the parties agree to a transcript of the proceedings, the parties shall each pay one-half of the cost of same.

5.04 The president, vice-president or steward of the Union or their designees shall meet with the sheriff from time to time to discuss Union/management problems, with a view toward the mutual settlement of problems without recourse to the grievance procedure.

ARTICLE VI - SENIORITY

6.01 Definition: Seniority is defined as an employee's total length of continuous, uninterrupted service within the bargaining unit except that for the purpose of calculating fringe benefits, an employee's seniority will be the employee's total length of continuous uninterrupted service with the Employer. Any break in such service shall result in the loss of bargaining unit seniority except if the chief deputy is appointed from within the bargaining unit, that employee will retain the employee's accumulated seniority to the date of such appointment but will not accumulate additional seniority while

serving as chief deputy. It will be the policy of the Employer to recognize seniority in case of layoff and recall as herein provided.

6.02 In the assignment of shifts and in job transfers, seniority shall prevail.

6.03 Vacancies: All vacancies shall be posted on the bulletin board. Such notice shall be posted for at least five (5) work days and shall state the job requirements and qualifications and rate of pay for the job. An employee desiring to fill such vacancy shall sign the posted notice within the five (5) day time period. If such vacancy constitutes a shift change or job transfer, it shall be awarded pursuant to Section 6.02. If such vacancy constitutes a job promotion, the successful applicant shall be chosen according to the following criteria:

1) A written test will be given to all applicants that is consistent with the job and is job related. The written test will be scored on a zero to forty point scale.

2) A written recommendation by the Employer shall be scored on a zero to twenty point scale. Such recommendation shall measure prior job performance.

3) Seniority shall be worth a maximum of forty points with the most senior applicant receiving the maximum, the next senior applicant to receive 35 points, and therein in a like manner.

The employee receiving the most total points shall be awarded the position and shall serve the probationary period pursuant to Section 6.08. If the successful applicant does not satisfactorily complete said probation period, the employee with the next highest score shall serve therein in like manner.

6.04 Layoffs: In laying off employees because of a reduction in forces, the employees with the least seniority shall be laid off first, providing that those remaining are qualified to carry on the Employer's usual operation. In reemploying, those employees with the greatest length of service shall be called back first provided they are qualified to perform the required work. Employees laid off under this section shall retain all seniority while laid off for one year, provided that they respond to any call back made during that time.

6.05 Probation: All newly hired employees shall not be released from probation until twelve (12) months following their FTO period and Academy (if Academy is applicable). During said probationary period employees shall not obtain any seniority rights and shall be subject to dismissal without cause or prior notice or recourse to the grievance procedure. If still employed after such probationary period, their seniority shall date from the first day of hire. New employees shall receive insurance benefits as soon as permitted by the insurance carrier. A probationary employee receives holidays and sick time during the probationary period.

6.06 Upon completion of said probationary period, employees shall be granted seniority rights from the date of original hire. A seniority roster shall be available on a bulletin board designated by Employer and kept up to date by the Employer.

6.07 Step Increases: New employees, upon completion of their initial probationary period, shall advance one step in their classification pay range and an additional one step each eight (8) months thereafter until a maximum has been reached.

6.08 Employees who are promoted must also be required to serve a twelve (12) month probationary period in the position to which they are promoted. If the employee does not complete the probationary period satisfactorily, he/she shall return to his/her former position with all rights unimpaired. However, they shall not be subject to discharge without the right of grievance.

6.09 Promotions: When an employee is promoted to a position in a higher classification, his/her pay shall be increased to the minimum rate for the higher class. If his/her present rate is equal to or exceeds this minimum, his/her pay shall be increased to the next higher step in the new class regardless of the time since the last increase. Upon promotion to the appropriate step, the employee will advance an additional one step each eight (8) months thereafter until the maximum has been reached. Any change in a position classification must be approved by the Employer.

ARTICLE VII - HOLIDAYS

7.01 Each regular full-time employee shall be granted the following holidays with pay: Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day, the day before Christmas, Christmas Day, New Year's Eve Day (December 31st), and the employee's birthday. The computation of the hourly rate of pay for holiday pay shall be as provided in the Memorandum of Understanding attached to this Agreement. Any employee required to work on a holiday, the employee will receive seventeen (17) hours of straight time pay in addition to his/her regular salary, for a total of twenty-five and one-half (25½) hours straight time pay for the day. Anyone working outside their regular/normal hours on a holiday (called in early, extend beyond their shift or work extra time – whether ordered or voluntary) will be paid on the same basis as the regular holiday pay (triple time) for these extra hours. If a holiday falls on an employee's scheduled day off, the employee will receive eight and one-half (8½) hours of straight time pay in addition to the employee's regular salary for a total of seventeen (17) hours straight time pay for the day. To receive holiday pay, the employee must work the hours scheduled for the week during which the holiday falls, unless on paid sick leave or other leave with pay or excused for proper reasons beyond the employee's control. Holidays will be observed on the actual day of the holiday, except that those employees regularly scheduled to work Monday through Friday shall observe holidays pursuant to state policy.

ARTICLE VIII - VACATIONS

8.01 Each regular full-time employee shall receive one (1) week's vacation with pay after 6 months of employment and one additional weeks' vacation with pay after one (1) year of employment; two (2) weeks' vacation with pay each year after two (2) years of employment; three (3) weeks' vacation with pay each year after six (6) years of employment; four (4) weeks' vacation with pay each year after twelve (12) years of employment; four weeks' and three days vacation with pay after sixteen years of employment and five (5) weeks' vacation with pay each year after twenty (20) years of employment. An employee's vacation eligibility shall be based on the employee's anniversary date of employment. The number of employees on vacation within a given classification at any given period shall be determined by the sheriff. On November 1 of each calendar year there shall be posted a vacation schedule for the following calendar year. All employees shall sign the posting by November 30, selecting their vacation on the basis of seniority. If employees do not sign the vacation posting schedule by November 30 of any year, remaining vacations shall be scheduled on a first come, first serve basis. Requests will be addressed within eighteen (18) days by the Sheriff or his/her designee. Changes in vacation schedule may be made with fourteen (14) calendar days advance notice to the sheriff and with mutual agreement of the sheriff, provided no other employee's vacation schedule is affected. Vacation pay shall be based upon a normal work week, and shall be taken in unit periods of not less than one (1) week, except upon approval of the sheriff. All efforts will be made to schedule vacations for the employees covered by this agreement so

that such employees receive a normal work week off for each week of vacation. Employees who work less than 80% of scheduled hours during the year preceding vacation, shall receive prorated vacations based upon time worked. Vacation must be used within 18 months following the employee's anniversary date. Vacation time not taken in accordance with this paragraph is forfeited. It is understood that a week's vacation shall be six (6) work days pay for each week of vacation.

8.02 Employees who terminate their employment or who are laid off due to lack of work will be paid for vacation previously earned and not received for the current year up to and including the date of termination on a prorated basis.

8.03 When a holiday falls during an employee's vacation week, the employee will receive eight and one-half (8½) hours of straight time pay in addition to his/her regular for a total of seventeen (17) straight time hours. A day of vacation in this case will not be deducted from the employee's accumulated vacation. The additional eight and one-half (8½) hours of pay shall be computed pursuant to Section 14.07.

ARTICLE IX - SICK LEAVE

9.01 Rate of Accumulation: Each permanent full-time employee shall be entitled to sick leave with full pay based on the basis of one working day for each complete month of service, including the probationary period, provided that the employee has worked at least 50% of his/her scheduled hours. Sick leave shall be accumulated for not more than one hundred twenty six (126) days and a doctor's certificate verifying the illness may be required by the Employer. Any unused sick leave accumulated by the employee to a maximum of sixty (60) days at the time of death or retirement shall be paid to the employee upon death or retirement, provided that upon retirement, the employee is eligible for retirement benefits under the Wisconsin Retirement Fund. In lieu of payment each such employee shall be offered the option of converting 90% of his/her eligible accumulated sick leave (up to 126 days) to payment towards health insurance premiums.

9.02 Eligibility: In order for an employee to be eligible for sick leave, the employee shall report his/her sick leave as defined in 9.05 prior to the start of his/her shift, unless circumstances prevent him/her from doing so.

9.03 Medical Leave of Absence: A medical leave of absence may be granted by the Employer at its discretion to an employee without loss of seniority for reasons of illness and recuperation therefrom, and for any other reasons deemed proper, except that if an employee exhausts his/her sick leave accumulation, he/she will be granted leave not to exceed twelve (12) months; except that the Employer may grant an extension under appropriate circumstances. Seniority shall accumulate during medical leave.

9.04 When an employee is scheduled to work on a holiday and the employee is absent due to illness under this article, the employee shall receive, in addition to eight and one-half (8½) hours of holiday pay, one day's sick leave at the employee's regular straight time hourly rate computed pursuant to Section 14.07. The total pay to an employee under this section shall be eight and one-half (8½) hours of straight time pay in addition to his/her regular salary for a total of seventeen (17) hours straight time pay for the day. A day of sick leave will be deducted from the employee's accumulated sick leave.

9.05 Definition of Sick Leave: Sick leave is defined as: an employee's absence from duty because of illness, bodily injury, diagnostic treatment, dental procedures, opticians' services, exposure to a contagious disease, attendance upon members of the immediate family whose illness requires the care of

such employees. In the event there is evidence that an employee is claiming sick leave for the purpose other than is defined, the employer may require that such employee verify the validity of his/her claim. Immediate family is defined as parent, child or spouse, including step and in-law in kind.

9.06 Occurrences: Each use of sick leave for a time period longer than 2½ hours will be counted as an "occurrence." Use of interrupted sick leave on consecutive days will be counted as only one occurrence. If the employee, upon returning to work, executes a sworn affidavit indicating a valid medical reason for his/her absence the time absent shall be considered valid and not be counted as an occurrence. If the employee used sick leave for "attendance upon members of the immediate family whose illness requires the care of such employee," the affidavit should note the illness of the employee's relative and the need for the employee's attendance. If sick leave is used for a work related injury or illness requiring attendance by a doctor, the time absent shall not be counted as an occurrence.

9.07 (1) If an employee has a total of zero to two (2) occurrences of invalidated sick leave during a calendar year, he/she shall earn 1 day of compensatory time off for each invalidated occurrence less than two.

(2) If an employee has two (2) to four (4) occurrences of invalidated sick leave during the calendar year, there will be no change in his/her status.

(3) If an employee has more than four (4) occurrences of invalidated sick leave during the calendar year, the actual time associated with such occurrence shall be charged first against the employee's accrued vacation time or 2nd to other accrued compensatory time. If the employee does not have any accrued time, he/she will not be paid for that time. Upon the fourth (4) invalidated occurrence in a calendar year, the employee shall be provided with a record of his/her sick leave used to date.

(4) On the fifth (5) invalidated occurrence during a calendar year, the employer will notify the employee in writing that it is his/her fifth invalidated occurrence and any future invalidated occurrence will be subject to disciplinary action.

9.08 Nothing in this article shall be understood to limit the sheriff's department management in its control of sick leave abuse.

ARTICLE X - INSURANCE

10.01 Health Insurance: The County shall provide a health insurance plan for employees. The County shall have the right to make unilateral changes to the health insurance plan and plan design, provided, however, that any such changes shall be made on a county-wide basis, and further provided that the employee share of the premium for the employee in this bargaining unit shall not exceed 12%.

Health insurance shall be prorated for part-time employees according to the following schedule:

| <u>Hours Worked</u> | <u>Proration Percentage</u> |
|---------------------|---|
| 34 plus | 88% (eff. 1/1/20 87%; eff. 7/1/20 86%)* |
| 25 to 33.99 | 78% (eff. 1/1/20 77%; eff. 7/1/20 76%)* |
| 17.5 to 24.99 | 68% (eff. 1/1/20 67%; eff. 7/1/20 66%)* |

(*changes to be implemented on same day as pay adjustments)

10.02 Dental Insurance: The Employer agrees to provide dental insurance to all bargaining unit employees. The Employer shall share the monthly premium for the dental insurance plan not to exceed \$52.39 family and \$18.31 single contributions for all employees. Beginning in 2014, the Employer shall have the right to change or eliminate dental insurance provided all County employees are treated the same.

10.03 Health Insurance While on Worker's Compensation: The Employer shall provide hospital and surgical insurance coverage for employees who are on Worker's Compensation or medical leave of absence for a period of twelve (12) months. The Employer shall pay its normal premium contribution.

The insurance may be continued by an employee on authorized leave of absence if permitted by the insurer, by the employee's payment of the total premium due for the employee at least two (2) weeks in advance of due date.

10.04 Worker's Compensation Supplement: In the event an employee suffers an injury or illness in the course of performing his/her duties, the employee may use accumulated sick leave to make up the difference between what the employee receives from Worker's Compensation payments and his/her regular pay. The employee using sick leave under this section will not be charged a full day's sick leave until the differential pay equals the pay for a sick day, provided this use of sick leave shall be allowed only to a maximum of three (3) months from the date of injury or illness.

10.05 Retirement Health Insurance: Any employee who retires with at least ten years of continuous service to the Richland County Sheriff's Department immediately prior to retirement and who is eligible for retirement under the Wisconsin Retirement System shall be eligible to participate in the Richland County group health insurance program from the time of retirement until the employee becomes eligible for Medicare provided the employee pays the cost of such participation directly to the County and in advance of the due date established by the County. Failure to pay the premium cost when due shall be cause for the County to discontinue the employee from this option. (This language is only effective under the conditions of the County returning to the Wisconsin State ETF Health Insurance coverage.)

10.06 Sec. 125 Plan: The Employer agrees to maintain a Section 125 Plan for the term of the Agreement.

ARTICLE XI - LIFE INSURANCE

11.01 Each employee shall receive life insurance coverage, Wisconsin Group Life Insurance for Municipal Employees. The Employer and the employees shall pay their respective premium contributions pursuant to the plan.

ARTICLE XII - WISCONSIN RETIREMENT FUND

12.01 The employer shall pay the employer share and the employees shall pay the full employee share.

ARTICLE XIII - STRIKE OR LOCKOUT

13.01 During the term of this agreement, the parties agree that they shall not engage in, support, instigate, or authorize any strike by the Union, its agents or employees covered by the agreement, or lockout by the Employer. The parties recognize Wisconsin Statute Section 111.70 (4)(1), expressly prohibiting strikes by public employees. In the event any employee who is a member of the unit shall violate this section and shall not immediately return to work when directed by the Employer, such employee or employees may be summarily dismissed and such dismissal shall not be subject to the grievance procedure. Such action shall, in addition, not bar the Employer from any further action.

ARTICLE XIV - HOURS OF WORK, WAGES AND CLASSIFICATION

14.01 Wage Schedule: Schedule A, Classification and Wages, attached hereto and made a part hereof, shall be in effect for the term of this agreement.

14.02 Work Schedules: Schedules of work shall be prepared in advance and posted by the sheriff or his/her representative. The hourly schedule shall be as follows:

| | | |
|--------------------|---------------|---------------------------------------|
| <u>Road Deputy</u> | Day Shift: | Start between 6:00 a.m. and 9:00 a.m. |
| | Second Shift: | Start between 2:00 p.m. and 4:30 p.m. |
| | Third Shift: | Start between 10:00 p.m. and midnight |
| | Power Shift: | Start between 5:00 p.m. and 8:00 p.m. |

Swingpersons Work the shift of the person off. Minimum of eight (8) hours between shifts for swingpersons.

Except for part-time, start times for each officer on a shift shall be consistent from day to day, except by mutual agreement or in the case of a special assignment or a bona-fide emergency.

Shift assignment shall be subject to change upon one (1) week's notice, except in the case of bona-fide emergency. Upon determination by the sheriff that a change in the schedules and hours of work is necessary and after consultation with the employees and Union regarding said change, the sheriff shall have the prerogative to initiate modifications in schedules and the hours of work upon (30) days' notice to the employees and the Union as represented by the local union president. Shift assignments may be changed on less than one (1) week's notice if mutually agreed to by the sheriff and affected employees.

The schedule for deputy sheriffs and Investigators will be a 6-3 schedule, with an 8½ hour day.

14.03 Overtime: Overtime opportunities which must be assigned to unit employees under and as limited by Section 14.10 will be split between full-time employees on the preceding and following shifts according to seniority. If said employees are unavailable or unwilling to work, then said work shall be offered to other full-time employees according to seniority. If said employees are also unavailable or unwilling to work, then the County may offer same to regular part-time employees on the same basis as was offered to full-time employees, subject to the provisions of Section 14.10. Overtime for the employees covered by this agreement shall be paid at the rate of one and one half the employee's straight time hourly rate. All compensable time shall count as time worked for computation of overtime. The sheriff must authorize all overtime, except in his/her absence, overtime shall be authorized by the chief

deputy. Overtime will be paid for in the check following the pay period in which the overtime was earned.

Compensatory Time: An employee shall have the option to receive his/her overtime in the form of pay at time and one-half or compensatory time off at time and one-half. The employee may accumulate a maximum of 51 hours compensatory time off.

Overtime beyond the accumulated compensatory time off shall automatically be paid in cash. An employee must give at least two weeks' notice to the Employer when the employee wishes to schedule his/her compensatory time off. Requests will be addressed within eighteen (18) days by the Sheriff or his/her designee. If the employee wishes to schedule his/her compensatory time with less than two weeks' notice, it must be by mutual agreement between the employee and the Employer. Compensatory time off must be taken in a block of at least one (1) hour. Compensatory time must be taken by the last pay period of the calendar year in which it was generated, or it will be paid out in the last pay period of the year.

14.04 Emergency Duty: Employees required by the sheriff to participate in emergency or riot duty outside of their normally scheduled work week shall receive overtime and will be paid overtime in accordance with Section 14.03 and at a rate not lower than the rate provided in this agreement.

14.05 Temporary Assignments: Temporary assignments on a shift other than the employee's regular shift shall not exceed one (1) week except in cases of relief for leaves of absence, including vacations and bona-fide emergencies.

14.06 Shift Differentials: Employees working the second shift shall receive \$50.00 per month added to their base pay. Employees working the third shift shall receive \$60.00 per month added to their base pay. The swing person, powershift, and task force officers shall receive \$60.00 per month added to their base pay.

14.07 Hourly Rates: Hourly rates shall be computed as provided in the Memorandum of Understanding attached to this Agreement.

14.08 Call-In Pay: Any employee called in to work at a time other than his/her regular schedule of hours, except where such hours are consecutively prior to or subsequent to the employee's regular schedule of hours, shall receive a minimum of two (2) hours pay at time and one-half of his regular rate of pay. Scheduled court appearances, unless canceled at least six (6) hours before the scheduled time, shall be paid for at a minimum of two (2) hours at time and one-half.

14.09 Casual/Temporary Employees: The Employer and the Union agree that work normally performed by regular employees shall not be performed by casual or temporary employees, except as provided in this section.

The parties agree that there are circumstances where the use of regular part-time, casual or temporary employees is essential to provide for coverage of regular full-time and regular part-time employees in their absence, as well as to meet unusual demands on the department which cannot be handled by the regular employees alone.

14.10 Casual/Temporary Employees - Training and Rates of Pay: Employees designated as casual or temporary who are to assume the duties of regular employees shall receive sufficient training to carry out the necessary duties of the positions they are to assume so as not to jeopardize the safety of

regular employees. Utilization of casual or temporary employees applies to all positions in the department. The training provided to temporary or casual employees by state regulation in effect on December 31, 1985 complies with this section.

14.11 Effective Date of Wage Rate Changes: When an employee's rate of pay is changed under any provision of the labor agreement and such a change falls in the first half of the pay period, the employee's new rate will commence the start of the pay period; if the rate change falls in the second half of the pay period, the employee's new rate will commence the start of the following pay period. This provision shall not apply to the negotiated general wage increase.

14.12 Pay Day: Employees shall be paid every other Friday by direct deposit. If the Friday payday is a holiday, paychecks will be deposited on the day prior to the holiday.

ARTICLE XV - LONGEVITY

15.01 1) Upon completion of three (3) years of service with the Employer, the employee shall be granted a longevity bonus of four hundred dollars (\$400.00);

2) Upon completion of five (5) years of service with the Employer, the employee shall be granted a longevity bonus of four hundred fifty dollars (\$450.00);

3) Upon completion of seven (7) years of service with the Employer, the employee shall be granted a longevity bonus of five hundred dollars (\$500.00);

4) Upon completion of ten (10) years of service with the Employer, the employee shall be granted a longevity bonus of five hundred fifty dollars (\$550.00);

5) Upon completion of fifteen (15) years of service with the Employer, the employee shall be granted a longevity bonus of six hundred dollars (\$600.00).

15.02 Longevity bonuses shall be annual and will be paid in the first payroll period of December of each year. Eligibility for the longevity bonus shall be based on the employee's anniversary date of hire. If an employee is terminated during the year and would be eligible for a bonus, the employee will receive a prorated eligibility bonus upon termination.

ARTICLE XVI - UNIFORM ALLOWANCE

16.01 The Employer shall maintain a voucher system for the purpose of uniform and equipment purchase and maintenance for each member of the bargaining unit. The Employer shall allocate \$700 to an account for each bargaining unit member. The Employer shall allocate an additional \$100 for members of the bargaining unit who are K-9, Drug Unit and Special Response Team (SRT) members. (Members shall only be able to claim membership in one of the above specialties for pay.) Funds in the account can only be used for the purchase of approved items. Funds not used in one calendar year may be carried forward into the next calendar year, but the amount in any employee's account may not exceed \$1,800 per employee. This system shall be a reimbursement system except in cases where the Employer has established an account with a supplier.

16.02 New employees shall receive a clothing allowance of \$1,000 upon hire to purchase approved clothing items. If an employee severs his/her employment in less than one (1) year, he/she shall return all clothing and equipment purchased with said allowance.

ARTICLE XVII - UNION ACTIVITY

17.01 Bulletin Board: The County will allow the Union the use of a bulletin board for the purpose of posting notices and union activities.

17.02 No Loss of Pay: The Employer agrees that reasonable time spent during regular scheduled working hours in the investigation and presentation of grievances, or in the conduct of negotiations and proceedings concerning collective bargaining shall not be deducted from the pay of delegated employee representatives of the union.

ARTICLE XVIII - MISCELLANEOUS

18.01 Military Leave of Absence: Military leaves of absence shall be granted in accordance with the requirements of applicable state and federal law.

18.02 Lawsuits: Pursuant to Wisconsin Statutes, whenever any employee is proceeded against in his/her official capacity, or as an individual because of acts committed while carrying out his/her duties as an officer or employee, the County shall pay all attorneys' fees, costs of defending the action and any judgment which may accrue against the employee.

18.03 Personal Leaves: Upon written application, an employee may be granted a personal leave without pay for up to thirty (30) calendar days at the Employer's discretion based on the nature of the request in each instance. Extensions may be granted at the option of the Employer. Longer leave periods shall be granted to an employee to run for public office, to fill appointment to public office, or to serve in an elected or appointed union position. No employee shall be allowed leave to seek other employment, except as stated in this section. There shall be no loss of seniority for leave under this section up to a period of three (3) months.

18.04 Custodial Duties Not Required: Employees shall not be required to perform custodial duties other than their personal effects at the sheriff's office or jail.

18.05 Ammunition: Each officer required to meet state certification shall receive one hundred (100) rounds of wadcutters each month. One box (50 rounds) of service ammunition shall be given to each deputy on January 1 of each year. The replaced service ammunition shall be used to provide for one (1) month's allocation of wadcutters.

18.06 Notice of Discipline: Notice of all discipline shall be in writing and a copy shall be provided the employee at the time the action is taken. Written notice of oral discipline shall be given to the employee as soon as possible after the action is taken.

18.07 Retirement: When an employee retires, any monies owed the employee shall be paid as soon as possible and in the same year provided the employee has given at least fourteen (14) calendar days advance notice of retirement. Employees wishing to retire at the end of a year and wishing any payout monies to be paid within that same year, need to retire during or no later than the second to last pay period of the year.

18.08 Expense Reimbursement : The County will not reimburse for lodging expenses in excess of the rate approved by the State of Wisconsin (standard rate).

18.09 Health Club Membership: Members who join the Richland County Symon Center will be reimbursed the cost of a single monthly membership for each month that the member presents (1) a receipt showing membership payment for that month and (2) a printout obtained from the facility showing that the member attended the Center a minimum of seven (7) times a month. These monthly receipts and printout reports for the prior twelve-month period must be submitted to the County by December 15 for reimbursement annually in December. Members may purchase a family membership but will only be reimbursed for the cost of a single membership if they meet the participation requirement.

ARTICLE XIX - BEREAVEMENT LEAVE

19.01 In the event that a death in the immediate family of a regular full-time employee requires his/her absence from work, the employee may be absent three (3) days without loss of pay for the regular workdays for which he/she would have worked but for his/her absence. Immediate family shall include spouse, parent, child, sibling, grandchild and grandparent including step and in-law in-kind.

19.02 Notice and reason for intended absence due to death in the immediate family is to be given promptly to the Employer.

19.03 In the case of an employee's or spouse's aunt, uncle, niece, and nephew, the employee will be given paid funeral leave of one (1) day of the funeral only, provided the day of the funeral is the employee's scheduled workday and he/she attends the funeral. Funeral pay will not be given for employees on layoff, vacation, or any kind of leave of absence.

ARTICLE XX - LEGAL AGREEMENT

20.01 This agreement represents the entire agreement of the parties and shall supersede all previous agreements, written or oral. All subjects of collective bargaining are incorporated in this agreement.

20.02 Should any part of the agreement, or any provision contained herein, be declared invalid by operation of law, such invalidation of such part or provision shall not invalidate the remaining provisions hereof, which shall remain in full force and effect.

20.03 The terms and conditions of this agreement supersede any county or department resolutions, ordinances, or rules and regulations which may be in conflict with this agreement.

ARTICLE XXI - DURATION

21.01 The terms and conditions of this agreement shall be in full force and effect from January 1, 2022, to and including December 31, 2024. This agreement shall be automatically renewed from year to year thereafter, unless either party hereto on or before sixty (60) days prior to December 31, 2024 gives notice to the other party in writing of a desire to change, alter or amend any provision of this agreement, or to terminate the entire agreement. Upon termination of this agreement, all obligations under this agreement are automatically canceled, except that the provisions of the grievance procedure shall continue in effect for such period of time as is necessary to complete the processing of any grievances presented prior to the termination of the agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals by their duly authorized representatives, this _____ day of _____, 2021.

FOR THE COUNTY:

FOR THE ASSOCIATION:

FOR THE WPPA/LEER:

SCHEDULE A

1. **Wages, Rates and Classifications:** The following shall constitute the classification of jobs and minimum and maximum monthly rates thereof in effect as of the dates noted. Adjustments to wages shall be made at the beginning of a payroll period closest to, but not earlier than, the dates noted.

| | |
|------------------|------|
| January 1, 2022* | 3.0% |
| January 1, 2023* | 3.0% |
| January 1, 2024* | 3.0% |

*Note: The negotiated wage adjustments are effective on the first day of the first full pay period of each respective year (2022, 2023, and 2024).

Effective January 1, 2022* – Monthly Rates Effective January 1, 2022 – Monthly Rates (3.0%)

| Class Title | Salary Range | | | | |
|--------------------------------|--------------|-----------|-----------|-----------|-----------|
| | Minimum | B | C | D | E |
| Patrol Sergeant / Investigator | \$4628.19 | \$4702.30 | \$4776.43 | \$4850.39 | \$4924.53 |
| Deputy Sheriff | \$4511.06 | \$4570.27 | \$4629.55 | \$4688.82 | \$4748.04 |

2. **Progression:** The wage rate for employees in the unit in Section 1 of Schedule A shall be administered as follows:

- a) Step A shall be the minimum starting rate to new employees.
- b) Upon successful completion of the probationary period, new employees will automatically advance to Step B.
- c) The steps from "B" to "E" in the wage schedule shall be by automatic progression upon completion of 8 months of employment for each step.

3. Lateral Transfers and Cadets

- a) Law Enforcement Officers with 3 years of Full time Law Enforcement Experience may be placed on the Wage Scale at Step "c" and Vacation at 2 weeks vacation upon hire.
- b) Law Enforcement Officers with 6 years of Full time Law Enforcement Experience may be placed on the Wage Scale at Step "e" and Vacation at 3 weeks vacation upon hire.
- c) Cadets hired shall be paid at 75% of the Probationary salary during their time in Cadet School.

SCHEDULE A

Effective January 1, 2023* – Monthly Rates (3.0%)

| Class Title | Salary Range | | | | |
|--------------------------------|--------------|-----------|-----------|-----------|-----------|
| | Minimum | B | C | D | E |
| Patrol Sergeant / Investigator | \$4767.04 | \$4843.37 | \$4919.72 | \$4995.90 | \$5072.27 |
| Deputy Sheriff | \$4646.39 | \$4707.38 | \$4768.44 | \$4829.48 | \$4890.48 |

2. **Progression:** The wage rate for employees in the unit in Section 1 of Schedule A shall be administered as follows:
 - a) Step A shall be the minimum starting rate to new employees.
 - b) Upon successful completion of the probationary period, new employees will automatically advance to Step B.
 - c) The steps from "B" to "E" in the wage schedule shall be by automatic progression upon completion of 8 months of employment for each step.
3. Lateral Transfers and Cadets
 - a) Law Enforcement Officers with 3 years of Full time Law Enforcement Experience may be placed on the Wage Scale at Step "c" and Vacation at 2 weeks vacation upon hire.
 - b) Law Enforcement Officers with 6 years of Full time Law Enforcement Experience may be placed on the Wage Scale at Step "e" and Vacation at 3 weeks vacation upon hire.
 - c) Cadets hired shall be paid at 75% of the Probationary salary during their time in Cadet School.

SCHEDULE A

Effective January 1, 2024* – Monthly Rates (3.0%)

| Class Title | Salary Range | | | | |
|--------------------------------|--------------|-----------|-----------|-----------|-----------|
| | Minimum | B | C | D | E |
| Patrol Sergeant / Investigator | \$4910.05 | \$4988.67 | \$5067.31 | \$5145.78 | \$5224.44 |
| Deputy Sheriff | \$4785.78 | \$4848.60 | \$4911.49 | \$4974.37 | \$5037.20 |

2. **Progression:** The wage rate for employees in the unit in Section 1 of Schedule A shall be administered as follows:
 - a) Step A shall be the minimum starting rate to new employees.
 - b) Upon successful completion of the probationary period, new employees will automatically advance to Step B.
 - c) The steps from "B" to "E" in the wage schedule shall be by automatic progression upon completion of 8 months of employment for each step.

3. Lateral Transfers and Cadets
 - a) Law Enforcement Officers with 3 years of Full time Law Enforcement Experience may be placed on the Wage Scale at Step "c" and Vacation at 2 weeks vacation upon hire.
 - b) Law Enforcement Officers with 6 years of Full time Law Enforcement Experience may be placed on the Wage Scale at Step "e" and Vacation at 3 weeks vacation upon hire.
 - c) Cadets hired shall be paid at 75% of the Probationary salary during their time in Cadet School.

MEMORANDUM OF AGREEMENT
Between
RICHLAND COUNTY
And
RICHLAND COUNTY DEPUTY SHERIFF'S ASSOCIATION (WPPA/LEER)

Re: Computation of Hourly Rates of Pay

Richland County ("County") and Richland County Deputy Sheriff's Association, WPPA/LEER ("Association") hereby agree as follows:

1. Hourly rates shall be calculated as follows:
 - a. For employees working a 5-2 schedule (8 hour day):

Annual rate ÷ 2080 = Hourly rate
 - b. For employees working a 6-3 schedule (8.5 hour day):

Annual rate ÷ 2068 = Hourly rate
 - c. The annual rate shall be the monthly rate times twelve.
2. This Memorandum shall be effective on January 1, 2000.

FOR THE COUNTY:

FOR THE ASSOCIATION:

MEMORANDUM OF AGREEMENT
Between
RICHLAND COUNTY
And
RICHLAND COUNTY DEPUTY SHERIFF'S ASSOCIATION (WPPA/LEER)

Re: VACATION SCHEDULING

The parties agree that the following language originally approved and implemented on or about April 27, 2020 shall be continued for the term of the 2022-2024 collective bargaining agreement:

Section 8.04: Union members who serve as the Department Investigator(s) shall schedule vacation time under the guidelines of this article, however their scheduled vacation time will not count against a member of patrol asking for the same time, as the schedule of the Investigator(s) does not count negatively affect staffing levels of patrol. Likewise scheduled vacation time will not count against Investigator(s) asking for the same time, as the schedule of patrol does not negatively affect staffing levels of Investigator(s).

Dated this ____ day of _____, 2021:

FOR THE COUNTY:

FOR THE ASSOCIATION:

