

Agreement Between

COLUMBIA COUNTY

and the

COLUMBIA COUNTY SHERIFF'S DEPARTMENT

WISCONSIN PROFESSIONAL POLICE ASSOCIATION

LAW ENFORCEMENT EMPLOYEE RELATIONS DIVISION

January 1, 2014 – December 31, 2014

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1 AGREEMENT

2 THIS AGREEMENT, is made and entered into at the City of Portage, Wisconsin, by and
3 between the COUNTY OF COLUMBIA, a municipal corporation, as municipal employer, and
4 the representative of certain employees who are employed by the County in the Sheriffs
5 Department.

6 ARTICLE I - INTENT AND PURPOSE

7 Section 1: It is the intent that the following Agreement shall be an implementation of the
8 provisions of Section 111.70, et seq., of the Wisconsin Statutes, consistent with that legislative
9 authority which devolves upon the County, the statutes and, insofar as applicable, the rules and
10 regulations relating to or promulgated by the Civil Service Ordinance.

11 Section 2: Both of the parties to this Agreement want to reach an amicable understanding
12 with respect to the employer-employee relationship that exists between them and to enter into an
13 Agreement covering rates of pay, hours of work, and conditions of employment.

14 ARTICLE II - RECOGNITION

15 Section 1: The County recognizes the Wisconsin Professional Police Association/Law
16 Enforcement Employee Relations Division as the exclusive bargaining representative of all
17 sworn employees of the Sheriffs Department, but excluding the Sheriff, Chief Deputy, Captains,
18 Lieutenants, Executive Secretary and temporary and part-time employees working twelve
19 hundred (1200) hours per year or less as the appropriate unit for purposes of Section 111.70, et
20 seq., Wisconsin Statutes, for purpose of terms and provisions of this Agreement with respect to
21 wages, hours and working conditions consistent with applicable law.

22 ARTICLE III - MANAGEMENT RIGHTS

23 Section 1: The County shall have the sole and exclusive right to determine the number of
24 employees to be employed, the duties of each of these employees, the nature and place of their
25 work, and all other matters pertaining to the management and operation of the County, including
26 the hiring, promoting, transferring, demoting, suspending, or discharging for cause of any
27 employee. This shall include the right to assign and direct employees, to schedule work, and to
28 pass upon the efficiency and capabilities of the employees, and the County may establish and
29 enforce reasonable policies and procedures. Further, to the extent that rights and prerogatives of
30 the County are not explicitly granted to the Association or employees, such rights are retained by

1 the County. However, the provisions of this Section shall not be used for the purpose of
2 undermining the Association or discriminating against any of its members.

3 ARTICLE IV - FAIR SHARE AGREEMENT

4 Section 1: Membership in the Association is not compulsory. An employee may join the
5 Association and maintain membership therein consistent with its constitution and bylaws. No
6 employee will be denied membership because of race, color, creed or sex. This Article is subject
7 to the duty of the Wisconsin Employment Relations Commission to suspend the application of
8 this Article whenever the Commission finds that the Association has denied an employee
9 membership because of race, color, creed or sex.

10 Section 2: The Association will represent all of the employees in the bargaining unit,
11 members and non-members, fairly and equally and therefore all employees shall pay their
12 proportionate share of the costs of the collective bargaining process and contract administration
13 by paying an amount to the Association equivalent to the uniform dues required by members of
14 the Association.

15 Section 3: The County agrees to deduct the amount of dues certified by the Association
16 as the amount uniformly required of its members from the earnings of the employees affected by
17 this Agreement and pay the amount so deducted to the Association on or before the end of the
18 month in which such deduction is made.

19 Section 4: It is agreed that the Association shall refund to the County or to the employee
20 involved, any money erroneously collected by the County and paid to the Association. The
21 Association shall indemnify and save the County harmless against any and all claims, demands,
22 suits or any forms of liability which shall arise out of any action taken by the County under this
23 Section for the purpose of complying with the provisions of this Article.

24 ARTICLE V - NO STRIKE AGREEMENT

25 Section 1: Strike Prohibited: Neither the Association nor any of its officers, agents, or
26 County employees will instigate, promote, sponsor, engage in or condone any strike, picketing,
27 slowdown, concerted work stoppage, or any other intentional interruption of work during the
28 term of this Agreement.

29 Section 2: Association Action: Upon notification by the County to the Association that
30 certain of its members are engaged in a violation of this provision, the Association shall
31 immediately notify such members to return to work. In the event that a strike or other violation

1 not authorized by the Association occurs, the Association agrees to take reasonable, effective and
2 affirmative action to secure the members return to work as promptly as possible. Failure of the
3 Association to issue the orders and take action required herein shall be considered in determining
4 whether or not the Association caused or authorized the strike.

5 Section 3: Penalties: Any or all of the employees who violate any of the provisions of the
6 Section may be disciplined by the County, including loss of compensation, vacation benefits, and
7 holiday pay, and may be discharged if not returned to work within twenty-four (24) hours.

8 Section 4: In addition to penalties provided herein, the County may enforce any other
9 legal rights and remedies to which by law it is entitled.

10 ARTICLE VI - COMPLIANCE AND SEPARABILITY

11 Section 1: The County and employees agree to comply with all applicable federal and
12 State laws and regulations with respect to employment and with any decisions by the Wisconsin
13 Employment Relations Commission or judicial bodies interpreting such laws or regulations
14 which may affect the terms and provisions of this Agreement.

15 Section 2: If any Article or Section of this Agreement or any supplements thereto should
16 be held invalid by operation of law or any tribunal of competent jurisdiction, or if compliance
17 with or enforcement of any Article or Section be restrained by such tribunal pending a final
18 determination as to validity, the remainder of this Agreement and any supplement thereto shall
19 not be affected thereby. In the event that any Article or Section is invalid or enforcement of or
20 compliance with same has been restrained as above set forth, the County and the employees may
21 enter into immediate negotiations, upon request of either, for the purpose of attempting to arrive
22 at a mutually satisfactory replacement.

23 ARTICLE VII - PROCEDURE FOR GRIEVANCES

24 Section 1: Definition: A grievance is defined as a dispute between the Association and
25 the County or between any employee or group of employees and the County with respect to the
26 meaning or interpretation of the terms and provisions of this Agreement.

27 Section 2: Procedure: Grievances shall be processed in the following manner:

28 Step 1: The employee and the Association Representative shall discuss the grievance with
29 his/her immediate supervisor (officer with rank of lieutenant or above) within five
30 (5) working days of its occurrence or of knowledge of its occurrence. The

1 supervisor shall make a decision with respect to the grievance within five (5)
2 working days thereafter.

3 Step 2: If the grievance is not settled at Step 1, it shall within five (5) working days,
4 following the supervisor's answer, be reduced to writing and presented to the
5 captain or designee in person. The captain shall attempt to adjust the grievance in
6 writing within five (5) working days thereafter. The written grievance shall
7 include a short statement of the facts which gave rise to the grievance, the Section
8 or Sections of the Agreement alleged to have been violated, the relief requested,
9 and shall be signed by the aggrieved employee with or without the signature of an
10 Association representative.

11 Step 3: If the grievance is not settled at Step 2, it shall then be referred, in writing, to the
12 Sheriff or his duly designated representative. The Sheriff or his/her duly
13 designated representative and the employee and/or the Association representative
14 shall meet within ten (10) working days after receipt and an attempt to resolve the
15 grievance shall be made.

16 Step 4: If the grievance is not settled at Step 3, it shall then be referred, in writing, to the
17 County Human Resources Committee. The Human Resources Committee shall
18 meet as soon as is practicable after receipt of the grievance to provide the grievant
19 with an opportunity to present such proof and evidence that it might have to
20 support the grievance. The Human Resources Committee shall have ten (10)
21 working days after presentation of the grievance to render its decision.

22 Step 5: If a satisfactory solution of the grievance has not been made as provided above,
23 either party may submit the matter to the Wisconsin Employment Relations
24 Commission (WERC) for arbitration.

25 The WERC shall submit a panel of five (5) arbitrators to the parties, who
26 shall alternately strike names until one (1) remains. The party requesting
27 arbitration shall strike first. The arbitrator shall not have the power to add to, or
28 detract from, the language of this Agreement. The arbitrator shall have the power
29 to interpret the language of this Agreement to the extent it is ambiguous. The
30 decision of the arbitrator shall be final and binding on all parties. The fees and
31 expenses of the arbitrator shall be shared equally between the parties.

1 Section 3: Time Limits: The time limits set forth herein above shall include all scheduled
2 work days for the employee involved and any grievance not processed in accordance with the
3 time limits by the employee and/or his representative shall be considered dropped. Any
4 grievance not processed by the County in accordance with the time limits shall automatically go
5 to the next higher step, if any.

6 Section 4: The County and the Association shall each bear their own costs of preparing
7 and presenting the grievance in each step of the grievance procedure. Employees shall not be
8 paid for time spent in grievance meetings.

9 Section 5: Any time limits set forth in this Article may be extended by the parties in
10 writing.

11 ARTICLE VIII - DISCIPLINE AND DISCHARGE

12 Section 1: Employees shall not be disciplined, suspended or discharged without just
13 cause. A suspension shall not exceed thirty (30) days, unless the employee agrees to a lengthier
14 suspension in lieu of termination. Written notice of the suspension or discharge and the reason or
15 reasons for the action shall be given to the employee with a copy to the Association within
16 seventy-two (72) hours, exclusive of Saturdays, Sundays or holidays. A grievance that may result
17 from such action shall be considered waived unless presented in writing within five (5) days of
18 the receipt of the notice by the employee. The grievance may be started in Step 2 or Step 3. The
19 provisions of this Agreement regarding grievances and discipline shall apply when not in conflict
20 with any provisions found in the Wisconsin Statutes on the matter. It is agreed that the right to
21 discipline and the right to present grievances shall be governed by this Agreement and any
22 provisions in Section 59.26 of the Wisconsin Statutes regarding the discipline of a deputy sheriff
23 shall not apply.

24 ARTICLE IX - RESPONSIBILITY

25 Section 1: The County recognizes its responsibility to treat employees covered by this
26 Agreement fairly, without discrimination and in accordance with the terms and provisions of this
27 Agreement. Employee recognizes his/her responsibility as a law enforcement officer to protect
28 the interest of the public fairly and impartially, to abide by the terms and provisions of this
29 Agreement and to undertake no action, individually or in concert, which renders the employee
30 unavailable for duty and/or fit for duty, rested and alert.

31

1 ARTICLE X - COMPENSATION

2 Section 1: The County shall pay employees covered by this Agreement for the period of
3 the Agreement compensation as set forth in Appendix A, attached hereto and made a part hereof.

4 Section 2: Shift Differential: Any employee working the P.M. shift shall receive an
5 additional thirty-five cents (\$.35) per hour for such duty. Any employee working the night shift
6 shall receive an additional forty-five cents (\$.45) per hour for such duty. (Any regular daytime
7 shift, as scheduled, is exempted from this provision.)

8 Section 3: Employees shall be paid bi-weekly on Fridays by direct deposit (The County
9 shall be allowed a one week holdback of wages.). When possible, the County will have
10 paychecks Thursday night for the 2nd and 3rd shift employees.

11 Section 4: For purposes of calculating pay, all days paid for time off (i.e., sick days,
12 holidays, vacation days) shall be paid as eight (8) hour days. Sick leave incentive days and
13 compensatory time off in lieu of pay shall normally be taken in no less than two (2) hour blocks.

14 ARTICLE XI - HOURS OF WORK

15 Section 1: The normal scheduled day is eight and one-half (8½) hours and the normal
16 work schedule for employees is 6-3. The special assignment positions shall not be on a six (6)
17 day work schedule. They will be on an eighty (80) hour, fourteen (14) day work schedule.
18 Detectives work Monday through Friday. On a rotational basis, each of the Detectives will be
19 assigned a Saturday. After the assigned Saturday, the Detective will be off Monday following
20 their assigned Saturday, giving the Detective Sunday and Monday off. Annual hours will be
21 equal to current schedule hours.

22 Section 2: All work performed at the direction of the County in excess of the normal
23 scheduled work day or the normal 6-3 work schedule shall be paid for at time and one-half (1½)
24 the appropriate rate. Such overtime shall be paid on the next bi-weekly paycheck.

25 Work performed by employees in open shifts of extra duty (call-in work for whole or
26 partial shifts, call-in work to replace shift shortages) shall be filled from within the bargaining
27 unit, if possible, and shall be compensated at time and one-half prevailing rate of the employee
28 assigned to the shift by the Sheriff or his/her designee. (i.e. boat patrol, etc.)

29 Compensatory Time: Any employee may elect to take compensatory time off in lieu of
30 cash at the rate of one and one-half (1½) hours of compensatory time for every one (1) hour of
31 overtime, provided, however, that employees who work less than one (1) hour of overtime shall

1 receive cash payment at their overtime rate and shall not have the option of electing to accrue
2 compensatory time in lieu of cash. Employees are not eligible to accumulate compensatory time
3 from hours worked on grant funded programs that require cash payout only. Employees shall be
4 allowed to carry up to a maximum of forty-eight (48) hours of compensatory time. All time
5 accrued in excess of this 48 hour maximum shall be paid out as overtime. Employees shall be
6 able to carry forward accrued compensatory time from year to year. Employees are expected to
7 request the use of compensatory time no less than thirty (30) days in advance of usage.

8 Compensatory time off in lieu of pay shall normally be taken in no less than two (2) hour blocks.
9 Requests for compensatory time off shall be on a "first come, first served" basis. Requests for
10 compensatory time not received at least thirty (30) days prior to usage will be considered on a
11 case-by-case basis. The Sheriff, or his/her designee, reserves the right to deny a compensatory
12 time off request if, in the Sheriff or designee's opinion, such a request would be unduly
13 disruptive to effective operations of the Department or interfere with minimum staffing of the
14 Department; provided, however, that the compensatory time usage requests will not be
15 unreasonably denied. Compensatory time usage requests that, if granted, would require the
16 Sheriff or his/her designee to fill the position with another employee working overtime will not
17 be granted.

18 Section 3: Employees may trade shifts with employees in the same classification after
19 they have had eight (8) hours off. Affected employees are then relieved of their original
20 assignment. Such trades must be authorized by the Sheriff or his/her designee. Time worked in
21 excess of a normal work shift or normal workweek that results from the approved exchange of
22 shifts between deputies is not overtime.

23 Section 4: Limits on voluntary work hours and extra mandatory work hours shall be
24 equal.

25 Section 5: Relief officers shall have their work schedule posted at least thirty (30) days in
26 advance (i.e., January 1st for February schedule).

27 Section 6: All overtime slips or reasons thereof will be returned to the employees when
28 not approved.

29 Section 7: The employees shall have the opportunity to select shifts by seniority within
30 their classification on an annual basis, on or before October 1st of each year. The selection shall
31 become effective in the first pay period in January of the following year.

1 ARTICLE XII - SERGEANT POSITION

2 Section 1: The sergeant position will be filled by promotion and will be a separate
3 classification.

4 Section 2: Sergeant rate of pay will be equal to detective rate of pay.

5 Section 3: The Sheriff will assign sergeants to shifts of his/her choice. Sergeants may
6 request a shift change and the Sheriff will determine if a change will be made.

7 Section 4: Sergeants are not supervisors for the purpose of issuing discipline and doing
8 evaluations.

9 ARTICLE XIII - PROMOTIONS

10 Section 1: Promotions shall be in accordance with State Statute and consistent with
11 existing practice and shall control promotion and hiring for job vacancies; however, the Sheriff
12 shall also post, in the Sheriff's office, notice of job vacancy so that existing members in the
13 Department shall have an opportunity to apply. Copies of promotion examinations shall be made
14 available if the State of Wisconsin makes them available to the County.

15 Section 2: The County shall fill vacancies from within the bargaining unit wherever
16 possible and shall seek outside persons only if no employees in the bargaining unit are available,
17 willing and qualified.

18 Section 3: An employee promoted to a higher position shall serve a twelve (12) month
19 trial period in the position. The twelve (12) month trial period is defined as twelve months of
20 actual work in the position. During the twelve (12) month trial period the employee may be
21 returned to the employee's former position and former rate of pay at the employee's request or if
22 the employer determines that the employee is not satisfactorily performing the duties and
23 responsibilities of the position. It is the intent of this Agreement that employees promoted out of
24 the bargaining unit may be returned to the bargaining unit under the terms stated above with no
25 loss of seniority. Any disputes involving this Section shall be subject to the grievance procedure.

26 ARTICLE XIV - CLOTHING

27 Section 1: All outside employees (Detective and Patrol) shall receive six hundred dollars
28 (\$600.00) per year clothing allowance. The clothing allowance shall be paid in two (2) equal
29 separate checks, the first one on the last payday in March and the second one on the last payday
30 in September.

1 Section 5: All employees may carry up to one (1) week of accrued vacation into the
2 following year with the Sheriff's approval. Any vacation carry-over shall be selected in a third
3 pick of the vacation calendar by seniority.

4 Section 6: The vacation calendars shall be posted by October 15th of each year.
5 Employees must make their vacation week choices known by November 15th of each year. The
6 vacation schedule shall be approved by the County by December 15th. There shall be one
7 calendar for each shift for the employees who work an eight and one-half (8½) hour day. There
8 shall also be one calendar for the employees working an eight (8) hour day shift.

9 First Round: The first pick may consist of up to two (2) weeks of vacation limited to one
10 (1) week in the summer. The summer is defined as the Friday before Memorial Day through the
11 Friday after Labor Day. All vacation selections shall be in weeks.

12 Second Round: The remainder of vacation, excluding vacation carryover days, may be
13 selected in a second pick. All vacation selections shall be in weeks.

14 Third Round: The third pick shall consist of any vacation carry over days and remaining
15 vacation days scheduled by seniority. All remaining vacation days shall be selected during the
16 third pick. The vacation may be scheduled as vacation week(s) or individual vacation day(s).
17 When approval is made, no employee signed up shall be bumped as long as the employee
18 remains in the same shift and in the same position. In an emergency the Sheriff may cancel
19 vacations.

20 Section 7: Employees shall be able to use vacation, holidays, or sick leave incentive day
21 to complete one (1) week of vacation (i.e., employees can fill in work days with vacation so as to
22 get up to one (1) week off). Any cancellation of a vacation week must be in its entirety; no
23 fractured vacation weeks permitted unless approved by the Sheriff.

24 ARTICLE XVI - GROUP HEALTH AND LIFE INSURANCE

25 Section 1: Life Insurance: The County agrees that it will continue to participate in the
26 State Group Life Insurance Plan and the County will pay one hundred percent (100%) of the
27 premium equal to one (1) times the employees' annual wages. Rules and regulations for said
28 insurance are established by the State Group Life Insurance Board. Under this plan each
29 employee has the option to participate. The amount of life insurance is fixed at one thousand
30 dollars (\$1,000.00) for each one thousand dollars (\$1,000.00) or a fraction thereof of annual

1 income for each employee. The following additional benefits shall be offered to the members of
2 the bargaining unit:

- 3 The Supplemental Plan
- 4 The Additional Plan
- 5 The Spouse and Dependent Plan

6 The County shall make the necessary applications to provide the above listed benefits to
7 the members of the bargaining unit. It is further understood between the parties that the
8 employee will pay 100% of the premium for the above listed plans.

9 Section 2: There shall be a group hospital, surgical, dental, vision and prescription drug
10 co-pay plan in effect for employees and their dependents. The County shall pay ninety-percent
11 (90%) of the premiums for any group hospital, surgical, dental, vision and prescription drug co-
12 pay plan in effect for employees and their dependents. The County shall not pay for duplicate
13 insurance coverage for any employee whose spouse is employed by the County. The Association
14 fully acknowledges the right of the County to choose the carrier and to establish the plan design.
15 Should the County design or choose a plan design which includes a deductible, the employees
16 shall be responsible for paying the first two hundred and fifty dollars (\$250) per individual/five
17 hundred dollars (\$500) per family of the deductible.

18 Section 3: Employees may remain in an available group insurance plan after retirement
19 until age 65 by paying the full premium to the insurance company. Notwithstanding the above,
20 any member of this bargaining unit who retires from the County at age fifty-three (53) or above
21 with at least twenty (20) years [or at age fifty (50) or above with at least twenty-five (25) years]
22 of continuous service within this sworn unit may remain in the group health insurance until age
23 65, with the County paying amounts toward health insurance for qualified retirees as follows (for
24 the purpose of calculating years of continuous service for this Section only, any years that any
25 employee has worked for the Sheriff's Department in a non-sworn capacity shall be counted such
26 that three (3) years of non-sworn work shall equal one (1) year of sworn work, and any approved
27 leave of absence from sworn work under Article 23 of this Agreement shall be counted as though
28 the employee had been in continuous service in his/her sworn capacity):

29 A maximum of Five Thousand Dollars (\$5,000) per year beginning in 2010 and
30 continuing at that annual amount.

1 In the year of retirement, individuals who retire from the County will receive a
2 percentage of the amount listed above. This prorated payment will be based on the total annual
3 hours for the position less the total number of hours paid prior to retirement.

4 In order to comply with IRS regulations, the County shall pay said amounts to the
5 employee's HRA plan annually.

6 ARTICLE XVII - PENSION

7 Section 1: Each employee shall be a participant of the Wisconsin State Retirement Plan
8 as provided by Wisconsin Statutes and Rules established by the Wisconsin Retirement Fund
9 Board. The County shall pay the employee's share toward such plan except as provided in
10 Section 2, below.

11 Section 2: Employees hired by the County after July 1, 2011, who were not previously
12 employed by the County in any capacity, shall pay the employee's required contribution as
13 determined by the Wisconsin Department of Employee Trust Funds, pursuant to Wisconsin
14 Statutes.

15 ARTICLE XVIII - HEALTHCARE REIMBURSEMENT ACCOUNT (HRA)

16 Section 1: The County shall offer a HRA plan administered by Security Financial
17 Resources Incorporated.

18 Section 2: The County shall contribute thirty-five dollars (\$35.00) for each eligible
19 employee per pay period. That contribution shall be deposited in the Medical Expense
20 Reimbursement Account. Otherwise, if any contribution is an amount other than an equal dollar
21 amount per Eligible Employee, that contribution shall be deposited into the Eligible Employee's
22 Insurance. Premium Reimbursement Account pursuant to the terms and conditions of the plan.

23 Section 3: Upon retirement, the County will contribute the employee's accumulated sick
24 leave balance that would have otherwise been paid to the employee (see Article XIX) into the
25 HRA plan.

26 ARTICLE XIX - SICK LEAVE

27 Section 1: The present sick leave program shall provide for an accumulation of one
28 hundred twenty (120) days sick leave with pay at the appropriate rate, at the rate of one (1) day
29 of sick leave for each month of compensated service, to be paid at the employee's rate at the time
30 it is taken, provided however, that where an employee is receiving lost time payments from the
31 disability plan or from Worker's Compensation insurance, they shall be supplemented by a sum

1 equal to the difference between such disability plan or Worker's Compensation insurance
2 benefits during any period of sickness or injury up to an amount equal to the employee's daily
3 rate, times the accumulated sick leave or injury pay.

4 Section 2: Where an employee does not receive benefits from the disability plan or
5 Worker's Compensation insurance, he/she will receive sickness or injury payments not to exceed
6 his/her regular daily rate of pay up to the amount of accumulation specified in Section 1 above.

7 Section 3: Employees who terminate from the service of the County through death or
8 layoff shall be entitled to any unused sick leave accumulation and earned vacation to be paid to
9 the employee's estate at the employee's basic wage rate.

10 Section 4: Employees who terminate from the service of the Employer through retirement
11 shall be entitled to one hundred per cent (100%) of the accumulated sick leave bank, not to
12 exceed one hundred twenty (120) days, to be paid at the employee's basic rate of pay into the
13 HRA plan.

14 Section 5: Catastrophic sick leave account balances existing as of January 1, 2012, will
15 be preserved in their entirety, but may only be drawn from to cover eligible absences that are
16 medically documented, where the employee has exhausted all previously accumulated regular
17 sick leave.

18 Section 6: Each employee who uses no sick days in a calendar year shall receive one (1)
19 additional day off with pay, to be scheduled by mutual agreement between the employee and the
20 Sheriff or his/her designee. This day will be referred to as a sick leave incentive day.

21 ARTICLE XX - HOLIDAYS

22 Section 1: All employees shall be entitled to compensatory time off or pay at straight
23 time rates for the following holidays:

24	NEW YEAR'S DAY	LABOR DAY
25	MEMORIAL DAY	THANKSGIVING DAY
26	INDEPENDENCE DAY	CHRISTMAS EVE DAY
27	CHRISTMAS DAY	EASTER
28	2 FLOATING HOLIDAYS	VETERANS DAY

29 All holidays accumulated by the employee during a calendar year must be taken in that
30 calendar year or paid for at the straight time rate, on the first pay period during the month of
31 December.

1 All employees who work on a holiday shall receive one and one-half (1½) times their rate
2 of pay for all hours worked, except that all non-voluntary work performed on a holiday in excess
3 of the normal scheduled work day or the normal 6-3 work schedule shall be paid at the rate of
4 two (2) times their rate of pay.

5 Holidays may be taken with approval of the Sheriff or his/her designee one (1) day at a
6 time.

7 ARTICLE XXI - CALL-IN & COURT

8 Section 1: All employees required to respond to a call to work outside their regular
9 schedule work days or week shall receive time and one-half (1½) for such call-in time with a
10 minimum of two (2) hours.

11 Section 2: All employees required to appear in any court of law outside their regular
12 scheduled work day or week shall receive time and one-half (1½) for such court time with a
13 minimum of two (2) hours if they are representing Columbia County.

14 Section 3: All employees who are subpoenaed outside their regular scheduled work day
15 or week shall receive time and one-half (1½) for all time spent with a minimum of two (2) hours
16 providing they are representing Columbia County. (Subpoena fees shall be turned over to the
17 County.)

18 Section 4: All employees who are subpoenaed outside their regular scheduled work day
19 or week and receive notice after 4:30 PM the work day prior to the date of subpoena shall receive
20 a minimum of two (2) hours compensation providing they were to represent Columbia County.
21 (Subpoena fees shall be turned over to the County.)

22 ARTICLE XXII - SENIORITY

23 Section 1: Department seniority is defined as the length of continuous service for the
24 Columbia County Sheriff's Department. Bargaining unit seniority shall be defined as the length
25 of continuous service within Columbia County Deputy Sheriff's Association.

26 Section 2: All newly hired employees shall be considered probationary for the first
27 eighteen (18) months of employment but on the completion of the period the departmental
28 seniority shall date back to the beginning of employment. Such employee may be disciplined or
29 discharged without recourse to the grievance procedure during the probationary period. New
30 employees that accept a probationary extension will not receive the 12 month step increase until
31 the extended probationary period is satisfactorily completed. The step increase will go into effect

1 when the probationary period is lifted and not retroactive. All other step adjustments thereafter
2 will be on schedule.

3 Section 3: Whenever it becomes necessary to lay off employees, the employee with the
4 least department seniority shall be laid off first. Recall shall be in reverse order of layoff.

5 Section 4: Any employee transferring from one division to another, voluntary or
6 involuntary, shall retain his/her department seniority for longevity, layoff, recall to work,
7 vacation, and shift preference. Any employee who voluntarily transfers from one division to
8 another shall make their intentions concerning schedule changes known to the Sheriff by
9 September 1. Any employee who is placed in a new classification or position as a promotion
10 shall be allowed to start any step that permits more pay than he/she is currently receiving as long
11 as the classification which he/she goes to has steps going as high as his/her current level.

12 ARTICLE XXIII - LEAVES OF ABSENCE

13 Section 1: The Human Resources Committee may grant any deputy sheriff a leave of
14 absence without pay upon written request made through the Sheriff to the Committee for good
15 cause shown. Such temporary leave of absence shall not exceed six (6) months. During an
16 unpaid leave of absence, except for FMLA, an employee shall neither receive nor accrue any
17 benefits.

18 Section 2: The Human Resources Committee shall grant any bargaining unit deputy
19 sheriff a temporary leave of absence without pay upon written request made to the Committee
20 prior to filing nomination papers for the purpose of becoming a candidate for the office of
21 Sheriff.

22 Section 3: When a member of the bargaining unit is promoted to a position outside of the
23 bargaining unit within the department, such as lieutenant or captain, his/her department seniority
24 and bargaining unit seniority shall accumulate for a period of twelve (12) months and shall
25 demise at the end of the twelve (12) month period.

26 Section 4: Any member of the bargaining unit who is elected to Sheriff or is promoted
27 out of the unit shall have their bargaining unit seniority frozen from the time of acceptance of
28 such appointment until reentry to the bargaining unit (voluntary or involuntary).

29 Section 5: Required leave without pay for compulsory military duty shall be granted as a
30 matter of course and shall not be required to be taken as vacation.

- 1 a. Boat Patrol
- 2 b. Special Event Security
- 3 c. Traffic Control

4 The County agrees to post open shifts for FTE to voluntarily sign 30 days prior to the first day of
5 the month that these duties or event(s) (boat patrol, special event security, and traffic control) are
6 scheduled, when feasible. The County may assign PTE to fill any vacant postings no sooner than
7 seven (7) days prior to the first day of the month of the posted duties, excluding weekends and
8 holidays, or the date of the actual duties/event, for duties or events initially posted seven (7) or
9 less days prior to the first day of the month, excluding weekends and holidays, or anytime during
10 the posted month.

11 Section 3: A safety committee shall be established consisting of two (2) unit members
12 and members of the supervisory staff of the department to discuss and attempt to resolve any
13 safety problems or procedures that may arise during the term of this Agreement.

14 Section 4: A coffee break or rest period of fifteen (15) minutes for the first half of a shift
15 and a fifteen (15) minute break for the second half of a shift may be taken by each employee. A
16 one-half (½) hour lunch period will be on call.

17 Section 5: Travel expenses and disbursements shall be paid to employees when on
18 official business outside of the County.

19 Section 6: New employees shall reside in the locale as ordered by the Sheriff for the first
20 three (3) years of employment. (Once set by the Sheriff, employees cannot be made to move
21 again.)

22 Section 7: Any employee required to extend his or her normal eight (8) hour shift beyond
23 twelve (12) hours shall be entitled to a second meal break.

24 ARTICLE XXVI - NON-DISCRIMINATION

25 Section 1: The parties of this Agreement agree that they will not discriminate against any
26 person because of race, color, religion, sex, age or national origin.

27 ARTICLE XXVII - EDUCATIONAL INCENTIVE

28 Section 1: The County will recognize an education incentive program, relating to the law
29 enforcement field. The County shall pay fifty percent (50%) of the cost of books and tuition of
30 any course of study that is presented by the employee and recommended by the Sheriff or his
31 designee and approved by the Public Safety Committee, prior to the start of the course. Upon

1 completion of the course of study, the employee shall present proof of completion and a passing
2 grade to the County, to receive the reimbursement. If an employee terminates his/her
3 employment within one year or less following the completion of a course of study, the County
4 shall receive the cost of the last single course reimbursement from the employee.

5 ARTICLE XXVIII - DURATION

6 Section 1: This Agreement shall become effective as of January 1, 2014, and shall remain
7 in full force and effect until and including December 31, 2014, and shall continue in full force
8 and effect from year to year, unless notice of termination is given by either party at least ninety
9 (90) days prior to December 31 of any year thereafter. On or before September 15th of any year
10 in which this Agreement is to be opened for negotiations, the Association shall present its
11 bargaining request to the County. The County shall present its counter-proposal to the
12 Association by September 1st of that year. Negotiations shall commence not later than October
13 1st of that year.

14 IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this, the
15 _____ day of _____, 2013.


WISCONSIN PROFESSIONAL POLICE
ASSOCIATION, LAW ENFORCEMENT
EMPLOYEE RELATIONS DIVISION,
COLUMBIA COUNTY SHERIFF'S
DEPARTMENT

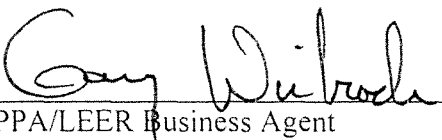
COUNTY OF COLUMBIA

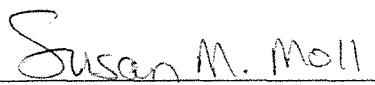
BY:

BY:

 12/19/13

 12.18.13
Chair, Board of Supervisors

 12/23/13
WPPA/LEER Business Agent

 12/18/13
Columbia County Clerk

APPENDIX A
STEPS

Effective January 1, 2014 (0%)

<u>Classifications</u>	<u>Start</u>	<u>6 months</u>	<u>12 months</u>	<u>24 months</u>	<u>36 months</u>	<u>60 months</u>	<u>144 months</u>
Deputy	23.524	24.037	24.536	24.998	25.482	25.958	26.218
Detective Sergeant	25.072	25.534	26.032	26.506	27.004	27.503	27.778
Sergeant	25.072	25.534	26.032	26.506	27.004	27.503	27.778

Effective on December 31, 2014 at 11:59 p.m. (1%)

<u>Classifications</u>	<u>Start</u>	<u>6 months</u>	<u>12 months</u>	<u>24 months</u>	<u>36 months</u>	<u>60 months</u>	<u>144 months</u>
Deputy	23.759	24.277	24.781	25.248	25.737	26.218	26.480
Detective Sergeant	25.323	25.789	26.292	26.771	27.274	27.778	28.056
Sergeant	25.323	25.789	26.292	26.771	27.274	27.778	28.056

APPENDIX B
BEREAVEMENT LEAVE POLICY

Days of Leave for Employees	Based on Relationship to Employee	Based on Relationship to Employee's Spouse
Five (5) days in the case of the death of:	Spouse Children Parent Son-in-law Daughter-in-law	Parent Children
Three (3) days in the case of the death of:	Brother Sister Grandchildren Grandparents Brother-in-law Sister-in-law	Son-in-law Daughter-in-law Grandchildren
One (1) day to attend the funeral of:	Nephew Niece Uncle Aunt Step relatives Great grandparents	Grandparents Step relatives Great grandparents

With management approval, compensatory time, if available, holiday, vacation time or sick leave may be used to extend bereavement leave.