

Agreement between the

COUNTY OF IOWA

and the

IOWA COUNTY SHERIFF'S DEPARTMENT

WISCONSIN PROFESSIONAL POLICE ASSOCIATION

LAW ENFORCEMENT EMPLOYEE RELATIONS DIVISION

2006-2007

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PREAMBLE

THIS AGREEMENT, made and entered into on the date hereinafter set forth, by and between the COUNTY OF IOWA and hereinafter referred to as the "EMPLOYER", and WISCONSIN PROFESSIONAL POLICE ASSOCIATION/LAW ENFORCEMENT EMPLOYEE RELATIONS DIVISION, hereinafter referred to as the "ASSOCIATION".

It is the intent that the following Agreement shall be an implementation of the provisions of Section 111.70 and 111.77 of the Wisconsin Statutes, consistent with that legislative authority which devolves upon the County of Iowa and the Statutes.

Both of the parties of this Agreement are desirous of improving employee efficiency and quality of service to the County and the public and are desirous of reaching an understanding with respect to the Employer/employee relationship which exists between them and to enter into an agreement covering rates of pay, hours of work and conditions of employment.

ARTICLE I - RECOGNITION

1.1 The County of Iowa hereby agrees to recognize Wisconsin Professional Police Association/Law Enforcement Employee Relations Division as the sole and exclusive collective bargaining representative for hours, wages and other conditions of employment pursuant to the certification of the Wisconsin Employment Relations Commission for the following employees:

All deputized employees of the Iowa County Sheriff's Department, including correctional officers/dispatchers, patrol officers, detectives, sergeants, and secretary, but excluding the sheriff and chief deputy.

ARTICLE II - ASSOCIATION RIGHTS, FAIR SHARE AND DUES DEDUCTION

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

that the Association has denied an employee membership because of race, color, creed or sex.

- 2.2 The Association will represent all of the employees in the bargaining unit, members and non-members, fairly and equally and therefore all employees hired after January 1, 1979, shall pay their proportionate share of the costs of the collective bargaining process and contract administration by paying an amount to the Association equivalent to the uniform dues required of members of the Association.
- 2.3 The Employer agrees to deduct the amount of dues certified by the Association as the amount uniformly required of its members from the earnings of the employees affected by this Agreement and pay the amount so deducted to the Association on or before the end of the month in which such deduction is made.
- 2.4 The Association shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability, which may arise out of any action taken or not taken by the Employer for the purpose of complying with the provisions of this Article.
- 2.5 The Business Representative, Local President or his/her designee of the Association shall have reasonable access during working hours to the office where employees are stationed provided, however, that the Business Representative, Local President or his/her designee shall not at any time interfere with employees or interrupt their work. The Business Representative shall contact the Sheriff in advance of any visit whenever possible.
- 2.6 The Association shall have the right to post notices regarding meetings pertaining to Association affairs in the office where employees are stationed at a place designated by the Employer.

ARTICLE III - MANAGEMENT RIGHTS

- 3.1 Wisconsin Professional Police Association/Law Enforcement Employee Relations Division recognizes the prerogatives of the County to operate and manage its affairs in all respects in accordance with its responsibility and powers or authority which the County has not officially abridged, delegated or modified by this Agreement and such powers or authority are retained by the County. These management rights include, but are not limited to the following:
 - (a) To direct all operations of the County.
 - (b) To establish reasonable work rules and schedules of work.

- (c) To hire, reclassify, promote, transfer, schedule and assign employees in positions within the department.
- (d) To suspend, demote, discharge or take other disciplinary action against an employee for just cause.
- (e) To lay off employees subject to the requirement of Article X.
- (f) To maintain efficiency of County operations.
- (g) To take whatever action necessary to comply with State and Federal laws.
- (h) To determine the kinds and amounts of services to be performed as pertains to County operations, and the number and kind of classifications to perform such services.
- (i) To establish reasonable uniform standards of job performance.
- (j) To determine the competence and qualifications of employees.

All of which shall be in compliance with and subject to the provisions of this Agreement.

ARTICLE IV - NON-DISCRIMINATION

- 4.1 The Employer and the Association agree not to discriminate in any manner whatsoever against any employee because of race, creed, color, age, sex, sexual orientation, marital status, handicap, national origin or union or political activity.
- 4.2 Wherever a personal pronoun is referred to in this Agreement, the intent is to apply to either sex.

ARTICLE V - GRIEVANCE PROCEDURE

- 5.1 Grievance. A grievance is defined to be a controversy between the Association and the Employer, or between any employee or employees and the Employer as to:
 - (a) a matter involving the interpretation of this Agreement; and
 - (b) any matter involving an alleged violation of this Agreement in which an employee or group of employees or the Employer maintains that any of their rights or privileges have been impaired in violation of this Agreement.
- 5.2 Procedure. Grievances shall be processed in the following manner: (Time limits set forth shall be exclusive of Saturdays, Sundays and holidays.)
 - Step 1. The employee and/or the committee chairman shall take the grievance up orally with the Sheriff or his/her designee within five (5) days of their knowledge of

the occurrence of the event causing the grievance. The Sheriff shall attempt to make a mutually satisfactory adjustment, and, in any event shall be required to give an answer within five (5) days.

Step 2. The grievance shall be considered settled in Step 1 unless, within five (5) days after the supervisor's answer is due, the grievance is reduced to writing and presented to the Salary and Personnel Committee. The Salary and Personnel Committee shall respond to the grievance in writing within seven (7) days.

Step 3. If an employee grievance is not settled or if any grievance filed by the Employer cannot be satisfactorily resolved by conference with the appropriate representatives of the employees, either party may take the matter to arbitration as hereinafter provided.

5.3 Step 4. If a satisfactory settlement is not reached as outlined in Step 3, either party to this Agreement may request within ten (10) working days of the Association's receipt of the Committee's decision that the dispute be submitted to arbitration. The Wisconsin Employment Relations Commission shall be requested to appoint an arbitrator from its staff. The arbitrator shall make a decision on the grievance, which shall be final and binding on both parties. Only questions concerning the application or interpretation of this Agreement are subject to arbitration. Expenses for the arbitrator shall be borne equally by the Employer and the Association. The arbitrator shall have no power to modify, add to or delete from the express provisions of the Agreement.

5.4 General Grievances. Grievances involving the general interpretation, application or compliance with this Agreement may be initiated with the second step of the procedure. When grievances are commenced at the second step of this procedure, they shall be commenced within five (5) days.

5.5 Grievances Concerning Discipline, Suspension, Discharge. In accordance with paragraph (d) of Management Rights, employees shall not be disciplined, suspended or discharged without just cause. A suspension shall not exceed thirty (30) days. Written notice of the suspension, discipline (where it will be noted on the employee's personnel record) or discharge and the reason or reasons for the action shall be given to the employee with a copy to the Association steward within twenty-four (24) hours. A grievance that may result from such action shall be

considered waived unless presented in writing within five (5) days of the receipt of the notice by the employee. The grievance may be started in Step 2 or Step 3. If the parties agree, or the arbitrator finds that such discipline, suspension or discharge was improper, such disposition of the matter may be made as appears proper.

- 5.6 Time. The time limits set forth in the foregoing steps may be extended by mutual agreement in writing.

ARTICLE VI - PROBATION

- 6.1 New employees shall serve a one (1) year probationary period.

ARTICLE VII - SENIORITY

- 7.1 Seniority shall be defined as an employee's continuous length of service in the department.
- 7.2 (a) Department wide seniority shall apply to layoff from work, and recall after layoff from work, considering that employee is qualified for the open job position.
- (b) County-wide seniority shall apply to accrual of vacation and longevity.
- (c) Department-wide seniority shall apply to shift preference with respect to employee(s) moving from one classification to another.

ARTICLE VIII - JOB POSTING

- 8.1 When new classifications are created or vacancies exist within the department, employees within the department shall be given the first opportunity to fill such vacancies if qualified. Employer will post bargaining unit vacancies for a period of seven (7) calendar days in three locations within the department, including job description, stating minimum qualifications, and an additional copy of the posting will be provided to the Local President or his/her designee.

8.2 Employees who are promoted to a vacancy within their classification or in a new classification shall start at the lowest pay step of the new position that is an improvement over their prior pay rate. Employees promoted to a vacancy within their classification or within a new classification shall be required to serve a six (6) month probationary period during which time the Employer may return the employee to his/her former position and rate of pay if the employee is not performing the duties of that position satisfactorily. The promoted employee shall be given a three (3) month interim evaluation during this probationary period. The criteria for the evaluation will be established and the applicants informed of these criteria prior to the promotion. The employee will be shown the results of the evaluation and possible suggestions for necessary corrections will be made at that time. A final evaluation will be made two (2) weeks prior to the end of the six (6) month period.

ARTICLE IX - HOURS

- 9.1 The normal work schedule shall be (6-2) (5-3) eight (8) hours per day for Road Deputies, and Road Sergeants. The normal work schedule for Dispatcher/Correctional Officers and Correctional Sergeant shall be (5-2) (5-3) eight and one half (8 1/2) hours per day. The normal work schedule for Detective shall be (5-2), Monday through Friday, eight (8) hours per day, forty (40) hours per week. The Secretary employees' normal workday shall be seven and one-half (7 ½) hours per day; all other employees shall work an eight (8) hour shift. In making up the specific schedules, an attempt will be made to keep employees on regular shifts and to schedule sixteen (16) hours off between shifts as much as possible. The schedule will be made monthly and posted seven (7) days in advance. A list of all open overtime shifts available during the upcoming month or schedule period shall be posted for the consideration of all full-time employees. In making assignments to shifts, the employee's preference will be considered by seniority.
- 9.2 A. Overtime Employees shall have the choice of receiving either time and one-half (1½) their straight time hourly rate or compensatory time off computed on a one and one-half (1½) hour basis for all hours worked in excess of their normal, regular scheduled workdays or workweek. Overtime shall not be paid for overtime of less than one-half (1/2) hour when worked consecutively prior to or subsequent to an employee's regular

shift unless it is the result of a call, This is not intended to establish a practice of early report.

B. Compensatory time shall be scheduled by mutual agreement between the employee and his/her supervisor but not to exceed a maximum of three (3) consecutive shifts in a grouping. *Grouping* is a series of days where no shift is worked. Any accumulated compensatory time in excess of forty (40) hours will be paid out quarterly (January 1, April 1, July 1 and October 1) at a rate of time and one-half (1½) of the employee's wage rate when earned. It is understood that the forty (40) hour bank is intended solely to reflect the maximum allowable carryover of compensatory hours from quarter to quarter, and shall not be interpreted as restricting the employee's right at any time to receive time and one-half (1½) pay for any or all banked hours upon request.

C. Call up All of the overtime shifts, including posted overtime and non-posted overtime, shall be assigned/offered by classification. This shall include those open shifts posted on a monthly basis for sign up, as well as those filled on a call up basis. The overtime shifts shall be assigned/offered by classification per the Overtime Policy. The Sheriff will recognize and authorize the Union to fill open shifts as agreed upon by the Policy and Procedure. This Policy and Procedure will not be changed or modified in any manner without mutual agreement between the Union and the Sheriff.

D. Stipulation

Such overtime to be paid at the rate of time and one-half (1½) of the position filled or time and one-half (1½) of the employee's regular rate, whichever is greater.

Seniority shall not be a consideration within seven (7) days of the scheduled work shift where an employee has voluntarily signed up in advance for scheduled overtime for that work shift.

Keeping the squad car serviced properly is the personal and professional responsibility of the individual Road Deputy ; therefore, time spent engaging in such activities shall not result in additional pay.

9.3 The employees covered by the terms of this Agreement shall respond to recall to work outside of their regular schedule of hours by their department head or others designated by the department head. A minimum of two (2) hours at time and one-half (1½) shall be granted to any employee who has been requested to work outside his regular schedule of

hours or who reports to work as scheduled and is sent home, provided, however, that this provision shall not apply to hours worked consecutively prior to or subsequent to the employee's regular schedule of hours. Employees required to go to court other than during their regular shift shall be guaranteed two (2) hours at time and one-half (1 ½).

9.4 Employees in the same classification may trade shifts by agreement upon twenty-four (24) hours notice to the Sheriff, provided the Sheriff approves the change.

9.5 No supervisor shall perform bargaining unit work when a regular unit member is off duty except in an emergency, and except to the extent such duties are reserved to the Sheriff by the Constitution and Statutes of Wisconsin. Supervisory personnel are able to transport prisoners at their discretion.

The parties further agree that the Detective shall not be assigned to perform the duties of a Road Deputy on a regular basis.

ARTICLE X - LAYOFF

10.1 Seniority shall apply to layoff from work, and recall after layoff from work. The County agrees that no work will be transferred out of the bargaining unit while any unit employees are on layoff, nor shall any unit employees be laid off as a result of a decision to transfer work out of the bargaining unit, provided the decision to transfer work out of the bargaining unit is a mandatory subject of bargaining.

10.2 Notice of recall shall be sent by the employer via certified mail, return receipt requested, to laid off employees' last known address. Employees who do not respond to such recall notice within fourteen (14) calendar days shall be dropped from the list and all rights shall be lost.

ARTICLE XI - HOLIDAYS

11.1 For the purpose of this Agreement, legal holidays shall be New Year's Day, Easter, Memorial Day, July Fourth, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, two (2) floating holidays, and three (3) floating holidays for Secretary. Employees except Secretary employees and the Detective, working on a holiday shall receive one and one-half (1½) times their regular pay for all such hours worked in addition to eight (8) hours holiday pay. Secretary employees and Detective shall be given the holiday off with pay. When a holiday falls on a Saturday or Sunday,

the Friday before or the Monday following the holiday, at the Sheriff's discretion, shall be given as a day off to the Secretary and Detective employees.

- 11.2 Holidays off that are permitted, other than days off by regular scheduling, shall be rotated.

ARTICLE XII - VACATIONS

- 12.1 Employees shall be granted vacation time on the following basis:

Road Deputies , Sergeants, Dispatchers/Correctional Officers:

48 hours after 1 continuous year of service
96 hours after 2 continuous years of service
144 hours after 8 continuous years of service
192 hours after 16 continuous years of service
240 hours after 25 continuous years of service

Detective:

40 hours after 1 continuous year of service
80 hours after 2 continuous years of service
120 hours after 8 continuous years of service
160 hours after 16 continuous years of service
200 hours after 25 continuous years of service

Secretary:

37.5 hours after 1 continuous year of service
75 hours after 2 continuous years of service
112.5 hours after 8 continuous years of service
150 hours after 16 continuous years of service
187.5 hours after 25 continuous years of service

- 12.2 Requests are to be made to the Sheriff with a minimum of thirty (30) days notice on a first come, first serve basis, however, less than thirty (30) days notice may be allowed by mutual agreement. Any conflicts will be resolved on a seniority basis, giving shift arrangement consideration. Vacations picked prior to April 15th shall have preference over seniority after that date.
- 12.3 Vacations may be used from January to January. However, if an employee is separated from employment with the County, he will reimburse the County for any vacation which was taken but unearned.
- 12.4 Employee benefit accrual shall commence only upon an employee commencing to work a sufficient number of hours to be eligible for a particular benefit. The level of benefits shall be determined as of the date of reaching eligibility for such benefits and shall not

relate back to the initial date of employment.

ARTICLE XIII - SICK LEAVE

13.1 Ninety six (96) hours of sick leave per year earned at the rate of eight (8) hours per month shall be granted to all full-time employees to be accumulated up to nine hundred sixty (960) hours. Ninety (90) hours of sick leave per year earned at the rate of seven and one-half (7.5) hours per month shall be granted to the full-time Secretary position to be accumulated up to nine hundred (900) hours.

Sick leave shall only cover necessary absences from duty because of illness, bodily injury or absences from employment because of exposure to contagious disease of the employee or the employee's immediate family (immediate family shall be as defined in Article XV, Section 15.4).

13.2 In order to be eligible for sick leave with pay, the employee must:

- (a) Report the reasons for absence from work no later than two (2) hours prior to his/her normal report time, if possible. If the employee is aware in advance that sick leave in excess of three (3) days will be necessary, the employee and his/her doctor shall immediately notify the Sheriff in writing, within a reasonable period of time, of the expected date that such leave will begin and the probable duration of the leave.
- (b) Keep the Employer informed as to the employee's condition.
- (c) Permit the Employer to make such reasonable medical inquiry or visit as the Employer may determine is necessary.

13.3 Except as set forth in section 13.4, herein, all employees who retire from the County and are eligible for Wisconsin Retirement Fund annuity and/or Social Security, or who die while in the employ of the County (in case of death, their estates shall be entitled) shall be allowed to convert their accumulated sick leave to purchase continuing group health insurance and dental insurance under the County employees' insurance plan, or shall receive a cash payment for their accumulated sick leave based on their final base wage rate.

13.4 Catastrophic Account. Employees who have accumulated 960 hours of sick leave shall continue to accrue eight (8) hours of sick leave each month and employees who have accumulated 900 hours of sick leave shall continue to accrue seven and one-half (7.5)

hours of sick leave each month, to a maximum of two hundred and forty (240) additional hours, which shall be placed in a catastrophic sick leave account. The catastrophic sick leave account may be drawn on only in the event that an employee has exhausted all of his/her sick leave is still unable to return to work, and is still employed by the County.

ARTICLE XIV - INSURANCE

- 14.1 Health, Dental and Life Insurance. The Employer shall be a participating employer in the Wisconsin Public Employers' Group Health Insurance program. The employees shall have the option to choose a group health insurance plan from the standard plan and alternative health insurance plans, according to the rules established by the Wisconsin Public Employers' Group Health Insurance Board. The Association agrees that effective January 1, 2005, employees will pay fourteen (\$14.00) dollars per month for single plan coverage and thirty four (\$34.00) dollars per month for family plan coverage of the least expensive plan qualified under the Employee Trust Fund framework, and the Employer agrees to pay the balance of that premium. Employees who wish to subscribe to qualified plans other than the least expensive plan must pay the difference between the premium of the plan they choose and the premium of the least expensive plan, in addition to their normal monthly contribution as noted above. The Employer may change the insurance carrier and/or self-fund its health care program if it elects to do so, provided that the benefits remain the same or are better than the existing benefits. If the County is contemplating changing carriers or self-funding, it will notify the Association of that fact and provide the Association with the proposed new plan and will discuss the terms, conditions and coverage of the proposed new plan with the Association prior to any change. No employee shall make any claim against the Employer for additional compensation in lieu of or in addition to his/her cost of coverage because he/she does not qualify for coverage.

The County agrees to pay 100 percent of the single coverage premium and 85 percent of the family coverage premium for dental insurance.

The Employer shall pay the Employer contribution set by the State for State Group Life Insurance for eligible employees.

- 14.2 A retiree may continue coverage under the group health insurance policy at no cost to the County if such insurance is available.

- 14.3 Pension. Each employee shall be able to apply to the Department of Employee Trust Funds for retirement benefits as provided by Wisconsin State Statute and rules established by the Wisconsin Retirement System Board. The County agrees to pay the fund up to 7 percent of the Road Deputies', Detectives', Dispatcher/Correctional Officers', and Sergeants' gross wages and up to 6.5 percent of the clerical and Secretary employees' gross wages.
- 14.4 Worker's Compensation. Employees eligible for Worker's Compensation benefits shall be allowed to exercise one of the following options:
- (a) Receive the Worker's Compensation benefit with no deduction from accumulated sick leave;
 - (b) Receive the worker's Compensation benefit and be paid the difference between their regular pay based upon a normal workweek and the Worker's Compensation benefit with the County charging the employee's sick leave account with a number of hours that equal the cash differential between the Worker's Compensation and regular pay.
- 14.5 Post Employment Health Plan. The Employer and the Association agree to a Post Employment Health Plan (PEHP) plan as attached in Appendix B and Appendix C.
- 14.6 Section 125 Plan Concurrent with the implementation of employee health insurance premium contributions effective January 1, 2005, the Employer agrees to administer a Premiums-Only Section 125 plan for all employees.

ARTICLE XV - LEAVE OF ABSENCE

- 15.1 Leave of Absence. By an employee's choice, a leave of absence of up to six (6) months without pay may be granted for good reason when approved by the department head and the personnel committee. Hospital insurance can be continued during the period provided the employee reimburses the County for the insurance premium.
- Procedure. Employees shall make written application for leaves to the Employer and shall, except in the case of illness or injury, make application at least ten (10) days prior to the desired starting date of the leave.
- 15.2 Sick Leave of Absence. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights.
- 15.3 Military Leave. Employees having permanent status, and who are duly enrolled members

of the National Guard, the State Guard, the Officers Reserve Corps, the Enlisted Reserve Corps, the Naval Reserve Corps, the Naval Reserve, the Marine Corps Reserve, or any other reserve component of the military or naval forces of the United States or State of Wisconsin, now or hereafter organized or constituted under Federal Law, shall be entitled to leaves of absence without loss of pay to enable them to attend military or naval schools, field camps of instruction and naval exercises which have been duly ordered held, but not to exceed fifteen (15) days excluding Sundays and holidays in the calendar year in which so ordered and held. During such period, such employee shall be paid the difference between his military pay and his County pay only if military pay does not equal County pay. Payments to the Wisconsin Retirement Plan, as hereinafter provided, shall be made for such period of leave as though the full pay of the employee had been made by the County. Military leave shall not be considered vacation.

15.4 Bereavement and Emergency Leave.

Bereavement: When there is a death in the immediate family of an employee, three (3) consecutive days off with pay will be allowed.

- a. Immediate family is defined as parents, step-parents, brother, sister, spouse, children, step-children, mother-in-law, father-in-law, brother and sister of spouse, grandparents, spouse's grandparents and grandchildren.
- b. One (1) day off with pay will be allowed for the death of aunts, uncles, nieces, nephews, first cousins, and to serve as pallbearer.

Emergency Leave: Defined as injury or illness in an employee's immediate family requiring immediate medical attention.

15.5 Any employee who is elected to the office of Sheriff or who accepts appointment to the Chief Deputy position and wishes to return to the unit shall return at the same seniority level as when he/she left the bargaining unit.

15.6 Compensation and payments toward benefits will not occur, nor will benefits accrue during an unpaid leave of absence under the Collective Bargaining Agreement.

ARTICLE XVI - OTHER PAID LEAVES AND ALLOWANCES

16.1 The annual maximum uniform allowance for all Road Deputies, Detectives and Sergeants will be Four Hundred Dollars (\$400.00) and for all Correctional Officer/Dispatcher, it will be Three Hundred Fifty Dollars (\$350.00). The parties agree that the purchase of

uniforms will go to a voucher system. The parties further agree the County will provide the Association with a list of items considered to be parts of the required uniform and any items of controversy shall be discussed before the list of items takes effect. This list shall include plainclothes employees. The parties shall then add a Side Letter of Agreement to the Collective Bargaining Agreement when said list is mutually agreed upon.

The County will reimburse new hires up to Four Hundred Dollars (\$400.00) for the purchase of required uniforms and equipment in lieu of the annual uniform allowance during the first twelve (12) months of employment.

- 16.2 The County agrees to provide all Road Deputies with handcuffs and fifty (50) rounds of ammunition per month. Only prescribed equipment will be carried, except other equipment approved by the Sheriff, but not required by the Sheriff, may be carried at the officer's expense.
- 16.3 There shall be no change in uniform or equipment requirements (style or color changes) during the life of this Agreement.
- 16.4 The County will pay each Road Deputy, Road Sergeant, and Detective an annual allowance of Seventy Five Dollars (\$75.00) (or a prorated amount if the employee was employed subsequent to the previous July 1) to be included in the employee's last July paycheck to cover the cost of the employee's personal items damaged or destroyed while on duty, regardless of whether such damage actually occurs. Employees will be required to reimburse county, up to seventy-five dollars (\$75.00), if restitution is paid to the employee for damage to his or her uniform.
- 16.5 The County will provide each Road Deputy, Road Sergeant, and Detective with a body armor vest fitted for that employee. The vests shall be worn at all times according to the Department Uniform Policy.

ARTICLE XVII - MISCELLANEOUS

- 17.1 Employees with assigned squad cars shall not use said cars for personal business; however, they may be used for travel to and from home and work. Employees may not use squad cars for travel to and from home and work when performing work outside their classification. Squad cars may be reassigned for the purposes of an emergency, maintenance or another squad car being out of service, provided, however, that the patrol officer who has had his/her squad car reassigned shall be provided transportation to and

from home and work, or he/she may use his/her personal car to get to and from work and be reimbursed for their mileage at the rate set by this Agreement.

- 17.2 Employees authorized by the Department head to use their personal automobile in connection with their employment shall be reimbursed at the rate allowed by the Internal Revenue Service.
- 17.3 Employees shall be given access to their personnel files pursuant to Wisconsin State Statute 103.13.
- 17.4 The Employer shall establish reasonable rules and regulations (Policy and Procedures) and all employees shall be provided with a copy.
- 17.5 No employee shall be required to practice or use unsafe procedures or equipment.
- 17.6 Paydays. Employees shall be paid bi-weekly. Employees shall be paid every other Friday, and employees may choose to receive their paycheck as a direct deposit to their bank.
- 17.7 Existing benefits which are mandatory subjects of bargaining shall be maintained.
- 17.8 Employees shall be provided funds to cover fees and meals, lodging and mileage, if necessary, for time spent by employees in State or department mandated training, provided the expenditures are approved in advance. Employees shall provide documentation for all such expenditures to the County following required training. Approval of mandated training shall not be withheld so as to cause employees to lose their certification.
- 17.9 Employees will be compensated for attendance at mandatory meetings or training sessions outside their regular working hours, so long as employee attendance is scheduled and approved in advance by Sheriff's Department management.

ARTICLE XVIII - NO STRIKE

- 18.1 Strikes Are Prohibited. Neither the Association nor any of its officers, agents or County employees will instigate, promote, encourage, sponsor, engage in or condone any strike, picketing, slowdown, concerted work stoppage, sympathy strike or any other intentional interruption of work during the term of this Agreement.

ARTICLE XIX - SAVINGS

- 19.1 If any Article of this Agreement or any additions thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or

enforcement of any Article or Section should be enjoined or restrained by such tribunal, the remainder of this Agreement and amendments thereto shall not be affected thereby, and the parties thereto shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE XX - ENTIRE AGREEMENT

20.1 This Agreement constitutes the entire agreement between the parties and no verbal statements shall supersede any of its provisions. Any amendment supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto and signed by the Chairman of the Law Enforcement Committee and the Association's representative.

ARTICLE XXI - COMPENSATION

21.1 Hourly wages shall be paid as follows:

January 1, 2006 (2.5% ATB)

	<u>Start</u>	<u>6 Mths</u>	<u>18 Mths</u>	<u>24 Mths</u>
Detective	\$17.48	\$17.98	\$18.63	\$19.24
Road Deputy	\$16.44	\$16.94	\$17.58	\$18.18
Dispatcher/Corrections	\$15.55	\$16.05	\$16.66	\$17.27
Secretary	\$13.20	\$13.76	\$14.38	\$14.95
Sergeants	\$17.48	\$17.98	\$18.63	\$19.24

January 1, 2007. (2.5% ATB)

	<u>Start</u>	<u>6 Mths</u>	<u>18 Mths</u>	<u>24 Mths</u>
Detective	\$17.92	\$18.43	\$19.10	\$19.72
Road Deputy	\$16.85	\$17.36	\$18.02	\$18.63
Dispatcher/Corrections	\$15.94	\$16.45	\$17.08	\$17.70
Secretary	\$13.53	\$14.10	\$14.74	\$15.32
Sergeants	\$17.92	\$18.43	\$19.10	\$19.72

- 21.2 Bargaining unit employees requested or assigned to perform work in a higher classification shall be compensated at the rate of such higher classification for all time so worked, provided the employee works a minimum of two (2) hours in the higher classification during the workday. The employee shall be compensated at the next higher step in the higher classification, which is greater in dollars than the employee's salary in the regular classification.
- 21.3 The Employer will draft a new job description for the Sergeant classification if it decides to retain that classification, and agrees to bargain a wage rate for the classification if that occurs.
- 21.4 Employees working the second shift shall receive an additional Fifteen Cents (\$.15) per hour.
Employees working the third shift shall receive an additional Twenty Cents (\$.20) per hour.
Assigned swing shift employees shall be paid the third shift differential for all time while assigned to the swing shift.

ARTICLE XXII - TERMINATION

- 22.1 This Agreement shall be in full force and effect for a period from January 1, 2006, through December 31, 2007, and shall continue from year to year thereafter unless either party shall give notice in writing to the other party not less than ninety (90) days prior to the termination date of this Agreement of a desire to change or modify the terms thereof.

FOR THE EMPLOYER
IOWA COUNTY BOARD

FOR THE WISCONSIN PROFESSIONAL
POLICE ASSOCIATION/LAW

County Board Chairman

WPPA Associate Member

Personnel Committee Chairman

WPPA Associate Member

Law Enforcement Committee Chairman

WPPA Associate Member
Alternate WPPA steward

County Clerk

WPPA/LEER Business Representative

APPENDIX A
PROMOTION PROCEDURE

- I. For the purpose of promotional advancement of full-time employees of the Iowa County Sheriff's Department: The employee shall, upon completion of an application, which will be furnished by the department, submit it to the Sheriff. To be eligible for promotion in the Iowa County Sheriff's Department, the employee must have completed one (1) year of service and probation. This will apply to all classifications.
- II. The employee will submit to a testing procedure in effect at the time offered by the department. The testing shall be appropriate to the position being offered and will be obtained from the Wisconsin City and County Services. Scoring will be done by the provider of the tests, with a score of 70 percent or better being required to continue to the next step.
- III. The employee shall submit to an oral interview at the time offered by the department. The interview board will be comprised of three (3) people which shall be impaneled by the Sheriff. The interviewers shall be of higher rank than the promotion under consideration and shall be from area police and sheriff's departments' personnel (excepting Iowa County police and sheriff's departments) or full-time instructors of the College of Police Science, University of Wisconsin - Platteville. The panel shall advance to the Sheriff a ranking in descending order of the applicants' final ratings.
- IV. The Sheriff and the Law Enforcement Committee will review, recommend, and offer the advancement to the employee(s) on a descending order, provided, however, the employee(s) must meet the minimum standard set by the Sheriff and the Committee prior to the testing of the applicants.

APPENDIX B

POST EMPLOYMENT HEALTH PLAN

For the term of this Agreement, Iowa County ("Employer") agrees to participate in a post-employment health plan and trust substantially similar to the Security Benefit Group Healthcare Reimbursement Account (HRA) Plan for Public Sector Labor Association Employees (the "Plan") and Security Benefit Group Healthcare Reimbursement Account (HRA) Trust for Public Sector Employees - Missouri, Illinois and Wisconsin (the "Trust").

Contingent upon the negotiation and execution of a Participation Agreement between Employer and Security Financial Resources, Inc. ("Security"), the parties designate Security to act as Plan Administrator for the Plan. Security or such other vendor as is selected by the parties shall provide an appropriate specimen Plan and Trust document, and Employer makes no representation regarding the tax treatment of any benefit contemplated hereunder and shall have no responsibility for the tax consequences affecting any eligible employee, spouse or beneficiary. The Employer agrees to contribute to the Plan on behalf of the following category of employees:

Iowa County Professional Police Association

For the term of this Agreement, the Employer shall contribute on or about the last day of each calendar month, the amount of \$25.00 for each Eligible Employee who is employed by the Employer on such date. This non-elective contribution shall result in an offset against compensation that would otherwise have been paid to the Eligible Employee had the Employer not participated in the Plan. The Employer's contribution shall be deposited only in the Eligible Employee's "Medical Expense Reimbursement Account," as defined in the Plan.

For the term of this Agreement, the Employer shall also contribute for each Eligible Employee who permanently and irrevocably retires the amount of 100% of the Eligible Employee's sick leave that would otherwise have been paid to the Eligible Employee had the Employer not participated in the Plan. The Employer's contribution that is made in lieu of sick leave pay are non-elective and will result in an offset against compensation that would otherwise have been paid to the Eligible Employee had the Employer not participated in the Plan. The Employer's contribution shall be deposited only in the Eligible Employee's Health Insurance Premium Reimbursement sub-account.

APPENDIX C
EMPLOYEE ACKNOWLEDGEMENT

For the term of the Collective Bargaining Agreement between the Wisconsin Professional Police Association - Law Enforcement Employee Relations Division (the "Union") and Iowa County (the "Employer") and including for any hiatus period following the expiration of said Collective Bargaining Agreement, I hereby understand that the Employer will contribute \$25.00 per month and, if applicable, accumulated sick leave benefits as provided for under the Collective Bargaining Agreement and Appendix B to that Agreement, with the express understanding that my Employer shall contribute said amounts to the Post Employment Health Plan (the "Plan") in accordance with the terms and conditions of the Plan agreement.

I further understand that all amounts contributed to the Plan shall be invested as permitted by the Plan and as allowed by law. I also understand that the \$25.00 per month employer contribution is considered a part of the Employees overall wage and salary which shall be deposited into the Medical Expense Reimbursement Account. I acknowledge receipt of Plan documents as required by law by my signature below.

Signature

Date

Print name (Last) (First) (MI)

Employee SSN

Accepted by Association

Date

SIDE LETTER OF AGREEMENT

The Employer and the Union recognize that continued experience as a law enforcement officer and in the performance of law enforcement-related duties generally results in improvements in productivity, effectiveness, discretion and ability. Accordingly, the parties have determined that it is in the best interests of the Employer and the Employees to compensate this additional productivity by increasing the pay of experienced employees. Base pay of the Employee shall be increased as follows:

1. After five (5) years of service, the hourly base rate paid to the Employee shall be increased by 1.0% above the 24-month base rate otherwise paid to the Employee.
2. After ten (10) years of service, the hourly base rate paid to the Employee shall be increased by 1.5% above the 24-month base rate otherwise paid to the Employee.
3. After fifteen (15) years of service, the hourly base rate paid to the Employee shall be increased by 2.0% above the 24-month base rate otherwise paid to the Employee.
4. After twenty (20) years of service, the hourly base rate paid to the Employee shall be increased by 2.5% above the 24 month base rate otherwise paid to the Employee.

It is specifically agreed that these experience credits shall be incremental and not cumulative. That is, each step is an increase to the 24-month base rate, and not to the base rate plus the previous step adjustment.

It is agreed that the experience credits shall apply to all hours worked on or after the Employee's appropriate anniversary date. The experience increase shall be used for computing overtime, and other payments made pursuant to this Agreement.

The parties acknowledge that this experience pay system was negotiated in the year 2000 as the result of the Union agreeing to forego .5% of the across the board increase which otherwise would have been granted. Accordingly, should either party engage in interest arbitration at any point in the future, the parties agree that .5% of the wage base should be added back to the wage rates of the Employees for the purpose of comparing them to the wages paid to Employees of comparable employers or other employers. The .5% should be added back by adding it to the year 2000 base rate, and increasing the adjusted year 2000 rate by all across the board increases subsequent to the year 2000.