

**Dane County Deputy Sheriff's Association
WPPA/LEER
Tentative Agreement
September 26, 2022**

1. Article VII – **Classification and Compensation**

- a. Section 7.01 - **Salary Schedule** - ATB wage increase of 9%. Base wages to include longevity **and** educational incentive.
- b. Section 7.07 – **Longevity** – Add: An additional 3% (total 15%) to start on the first full biweekly pay period after employee has earned 260 longevity credits (after approximately 20 years).
- c. Section 7.08 – **Promotions** – Amend language in accordance with the MOU September 29, 2021. (7.01 and 7.08)

Article 7.01 WPPA Deputy Sheriffs' Association Salary Schedule will be refined as follows: **Employees shall be immediately placed at Range 15, Step 8, and Range 16 & 17, Step 6, reached after earning 169 longevity credits when their total longevity credits earned are 169 or greater, but less than 260. ***Employees shall be immediately placed into Range 15, Step 9, and Range 16 & 17, Step 7, reached after earning 260 longevity credits when their total longevity credits earned are 260 or greater.

2. Article 7.08 Promotions will be refined as follows: An employee who is promoted to a position with a higher salary range shall be placed on step to the nearest higher step in the new salary range effective as of the date of assumption of duties of the new position. If this is less than a full step in the new range, an additional step shall be granted immediately the employee shall be placed in the next higher step immediately and but not in excess of the maximum of the range. Such promoted employee shall receive the next step an additional step, unless already at the maximum of the range, effective as of the 1st day of the first full biweekly pay period following completion of 6.5 longevity credits in such position. Promoted employees who have attained the required longevity credits as defined in section 7.01*** of this agreement shall be immediately placed in pay ranges 16 or 17 steps 6 or 7 upon the date of their promotion. Those employees placed in step 6 will receive a step increase to step 7 when their total longevity credits earned are 260 or greater as defined in section 7.01 of this agreement.

- d. Section 7.09 – **Undesirable Hours Pay** – Repudiate the County's practice of not paying UPAY on overtime hours worked between the hours of 6:00 pm and 6:00 am and on Saturdays, Sundays and holidays. The language

in Section 7.09 is clear and unambiguous. *Personnel working between the hours of 6:00 p.m. and 6:00 a.m.....*

7.09 Undesirable Hours Pay. Personnel working between the hours of 6:00 p.m. and 6:00 a.m. and on Saturdays, Sundays and holidays shall be compensated at the rate of one dollar (\$1.00) per hour. Employees who receive time and one-half or double time pay for time worked during such periods shall also receive undesirable hours premium pay for the same time. Educational incentive shall also be included.

- e. Section 7.14 – **Standby and Alert Status** – The Association requests a discussion and clarification of this section.

Discuss with Sheriff's Office

- f. Section 7.16 – **Compensation for Retired Deputies** – add language for compensation of mileage if subpoena is outside of Dane County.

7.16 Compensation for Retired Deputies Returning to Work. Retirees recalled pursuant to subpoena or for other official means shall receive an hourly rate equal to that which they received at the point of their retirement for time spent working in response to such a recall. Retirees shall also receive mileage reimbursement at the IRS rate for a subpoena outside of Dane County.

2. Article VIII – **Call-In-Pay** –

- a. Section 8.01 – **Response Outside of Normal Work Hours** - Repudiate the County's practice of cancelling scheduled time off and having employees work on straight time versus paying them overtime for being called in on such off days.

Discuss with Sheriff's Office

3. ARTICLE IX - PROMOTIONAL PROCEDURE

9.02 Employee Relations Promotional Process. The applicant's qualifications for promotion will be assessed using two or more of the following assessment methods: Written, oral, performance examination and/or assessment exercise. A combined score, plus one additional point for each full year of service, up to twelve (12) points, will determine the score and ranking of each individual candidate. The top eight (8) candidates will be certified to the Sheriff's Office for use in the Sheriff's Office promotional process. If less than eight (8) candidates apply the list will be automatically

certified to the Sheriff's Office for the Sheriff's Office promotional process. If more than one vacancy with the same job specifications exists in the same department, one additional name shall be certified for each additional vacancy.

If two or more candidates are tied for the last rank to be certified, then all such additional candidates shall be placed on the certification list.

The promotional process assessors will be external law enforcement experts. Sheriff's Office members may be facilitators but not assessors.

The Sheriff's Office will list the assessment method(s) to be used, and any study material, for specific promotional opportunities when a position is posted.

4. Article X – **Holidays** – Incorporate MOU dated October 8, 2021.

New sections

10.07 Holiday Credit Conversion. Employees may convert and contribute up to twenty-nine (29) floating holiday hours to their vacation bank at any time during the payroll year. Such contributed time shall be treated in all respects as banked vacation time once contributed.

10.08 Purchased Override (PO) Days. An employee may, not more than two (2) times per year, elect to use twelve (12) hours of vacation, holiday, wellness or compensatory time to take off an eight (8) hour shift regardless of overtime costs to the County. The time off may be requested at any time, up to twenty-four (24) hours prior to the start of the shift. No more than three (3) employees per day on first shift, two (2) employees per day on each of the second and third shift shall be allowed time off.

5. Article XII – **Vacations**

Section 12.07 – **Vacation Bank** – Amend (d)The amount transferred shall be calculated at the employee's normal rate of pay (including longevity pay **and educational incentives**).

12.07 Vacation Bank. A Vacation Bank shall be established for each employee as follows:

(a) Employees are entitled to contribute up to eight hundred and thirty-two (832) hours of vacation time to a Vacation Bank.

(b) Employees may contribute vacation to their Bank at any time during the year in which it is earned but no later than the end of the last pay period of the year following the year in which said vacation time was earned.

(c) Employees may use vacation time from their Bank according to the normal procedures used for the use of vacation contained in this Agreement.

(d) Upon termination of employment or retirement all time remaining in the Vacation Bank shall be transferred into the account established for the employee pursuant to Section 13.07 hereof. The amount transferred shall be calculated as defined in Addendum B, 5.3.

12.08 Cash out of Vacation/Holidays. After the employee has the equivalent of at least fifteen (15) days of vacation, the employee has the option to cash out up to a maximum of sixty (60) hours of vacation and/or holidays per year at the employee's regular rate of pay (including longevity and educational incentives) to be paid out at the employee's request up to two (2) times in the payroll year.

6. Article XIII – **Health and Welfare** and Article XV – **Sick Leave** - Incorporate MOU dated October 28, 2021.

13.01 Health and Dental Insurance.

(a) A group hospital, surgical, major medical and dental plan as agreed to by the parties shall be available to employees. In the event the Employer shall propose a change in this plan, this Contract shall be reopened for purposes of negotiations on such a proposed change. For group health insurance for 2023, the Employer shall pay up to nine hundred nine dollars and seventy-one cents (\$909.71) per month for employees desiring the "single HMO plan" and up to two thousand one hundred thirty-seven dollars and eighty-one cents (\$2,137.81) per month for employees desiring the "family HMO plan" For the Point of Service (POS) plan, employees shall pay twenty five percent (25%) of the difference of the single or family HMO and POS premiums. Employees with a spouse on Medicare Plus will receive a payment not to exceed that paid by the Employer for family coverage.

For group dental insurance for 2023, the Employer shall pay up to forty nine dollars and seventy-six cents (\$49.76) for employees desiring the "single plan", and up to one hundred thirty-nine dollars and ninety-one cents (\$139.91) per month for those desiring the "family plan."

13.01 (d) (e), 15.01 (b), 15.06 (a) (b) ; Increase all references to sick leave balance from 1,740 to 1,840 hours

7. Article XIV – **Overtime** – Amend double time to after 12 hours (not 14 hours).

14.01 Overtime Rate. Unless mutually agreed otherwise, under all circumstances employees shall receive one and one-half (1-1/2) times their straight time hourly rate (including longevity and educational incentive pay) for all hours worked in excess of their normal, regular scheduled workdays or workweek as defined in 7.02 above. Effective December 18, 2022 overtime worked in excess of twelve (12) consecutive hours shall be compensated at two (2) times the straight time hourly rate. Should the accumulation of compensatory time beyond a biweekly payroll period remain legal without additional penalty to the Employer, the employee may, at their option elect to accrue compensatory leave time at the rate of one and one-half (1-1/2) times or two (2) times for overtime worked in excess of twelve (12) hours in lieu of overtime cash payment up to a one time annual maximum of one hundred and twenty (120) hours. ~~On the last pay period of the payroll year prior to the expiration date of the contract,~~ the employer shall pay in cash to the employee for any accrued compensatory time hours in excess of sixteen (16) hours at the employee's regular rate of pay (including longevity and educational incentive). Overtime earned while serving on a mutual aid basis outside Dane County may not be taken as compensatory time.

8. Article XV-Sick Leave

New section

15.07 Attendance Incentive Program-Earned Override (EO) Day. Each employee who uses three (3) or less sick leave days in the prior payroll year shall have the right, regardless of overtime cost to the County, to use sixteen (16) hours of vacation, holiday, wellness or compensatory time for a previously scheduled work shift upon forty-eight (48) hours written notice to the employer. Such time off shall be known as an earned override (EO) day, and shall be scheduled on a first-come-first-served basis. No more than three (3) employees per day on first shift, two (2) employees per day on each of the second and third shift shall be allowed time off.

9. Article XXIV - **Contract Term** - One year

10. ARTICLE XIV - TERMINATIONS

24.01 This Agreement shall become effective as of December 18, 2022, and shall remain in full force and effect until and including December 16, 2023. This Agreement shall be automatically renewed from year to year thereafter, unless negotiations are initiated by either party prior to September 1st of any given year. However, nothing said herein, shall prevent the parties from altering or amending, at any time, any part hereof by mutual consent.

11. Addendum A

Delete the following:

The Sheriff shall submit approved claim and supporting documentation to Risk Manager within 48 hours if possible.

Risk Manager shall review and present claim to the Finance Committee for final action.

12. Addendum B

5.0 Calculation of Benefit

5.3 Sabbatical/vacation bank: Total hours in the employee's sabbatical/vacation bank x regular rate of pay including longevity and educational incentive pay at time of retirement.

6.1 **Form of Payment:** Retiring employees who are eligible to receive a benefit under 5.1 and 5.3 will be paid the Benefit in one of the following forms, pursuant to the election made in paragraph 6.2:

- (a) Dane County shall make an annual contribution to the PRIME Trust, or the Medical Plan Trust (selected by the parties) for the benefit of the employee to pay for health, dental, and other insurance premiums and un-reimbursed medical expenses specified under Internal Revenue Code Section 213. The annual contribution will be equal to the benefit under 5.5 above (if the retiree participates in the County health insurance plan) and an amount from the benefit under 5.1 and 5.2 above such that when combined with the benefit under 5.5, if applicable, will be equal to 135% of the annual cost of health and dental insurance premiums for County sponsored insurance for the retiree and dependent(s), if any. If the retiree chooses a non-County sponsored plan, the combined annual contribution will be equal to 135% of the annual cost of the health and dental insurance premiums for the retiree and dependent(s), if any, plus the amount of the plan deductible up to \$5,000 per person (\$10,000 maximum), annually. If the retiree's health and /or dental insurance premium cost increases during the calendar year, the retiree shall notify the County and the County will make a supplemental contribution from the benefits in 5.1 and 5.3 above equal to 100% of the additional premium amount for that calendar year. ~~The annual contributions from the benefit under 5.5 will continue until the retiree reaches age 65. During the year that the retiree will reach age 65, the annual contribution under 5.5 will be prorated, and~~ The contributions from 5.1 and 5.3 will continue until the benefit amount calculated in 5.1 and 5.3 is exhausted by the retiree or their qualified dependent beneficiaries. If the retiree participates in outside insurance, it is the responsibility of the retiree to notify the County and provide documentation of any premium change including annual increases.

13. Memorandums of understanding- all updated with new expiration dates.

14. New Memorandum of understanding:

On Call Memorandum of Understanding

The offering of on-call to employees shall be at the discretion of the employer. On-call shall be used to fill vacancies within a daily schedule. The total number of employees for each division shall be determined by the employer but should be a reasonable

amount to cover vacancies. The length of time as well as the time frames employees will be on-call shall be set by the employer.

Employer shall ask for employees via agency communication to volunteer to be on-call prior to ordering anyone. If an insufficient number of employees volunteer, employer may require employees to be on-call, subject to all requirements of being on call. Employees required to be on-call should be placed on-call, based on number of hours in the overtime data base, at the discretion of the sheriff's designee.

Employees who volunteer will be assigned to on-call in the order in which they contact the employer after on-call has been offered. If an employee responds to an on-call request to fill a vacancy they shall receive on-call pay and receive overtime per the language of the collective bargaining agreement.

Overtime pay shall commence when the overtime assignment starts. On-call pay shall continue after accepting a call to report to duty until the start of the overtime shift.

Employees who are on call shall receive a minimum of 1 hour of comp for every 4 hours of being on-call, minimum of two hours. Comp time will be prorated if the employee is on-call for more than 4 hours.

Employees on-call must request approval from the OIC or scheduling prior to taking another overtime assignment that may conflict with a potential on-call assignment. Employees will not receive on-call pay after being allowed to take another overtime assignment. Employees who are on-call shall respond to phone communication from the employer within 15 minutes. Direct voice or text message shall be the only means used to contact employees to respond to an on-call assignment. Employees shall confirm response to an on-call assignment via voice or text only. Employees who do not respond to a call to fill an assignment shall forfeit their on-call compensation and may be subject to other disciplinary action.

This agreement may be modified at any time during the period of the MOU, based on mutual agreement of both parties. This agreement shall expire unless both parties agree to the extension of said agreement.

Date this _____ of _____, 20____.

FOR THE DCDSA:

FOR DANE COUNTY:
