

**AGREEMENT BETWEEN**  
**POLK COUNTY**  
**AND THE**  
**WISCONSIN PROFESSIONAL POLICE ASSOCIATION**  
**(LAW ENFORCEMENT EMPLOYEE RELATIONS)**  
**ON BEHALF OF THE**  
**POLK COUNTY SHERIFF'S DEPARTMENT**  
**FIELD SERVICES ASSOCIATION**  
**LOCAL #201**

**January 1, 2018 – December 31, 2019**

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## PURPOSE - INTENTION

It is the purpose of this Agreement to establish rates of pay and conditions of employment for the covered employees during the term thereof. It is the intention of the parties to improve relationships between employees and employer, and to insure proper and professional law enforcement service to the people of Polk County.

In the spirit of harmonious relations, the parties to this Agreement will cooperate fully to secure the advancement and achievement of these purposes.

## RECOGNITION

This Agreement is entered into by and between the County of Polk, Wisconsin, hereinafter referred to as the County, and the Polk County Sheriff's Department Field Services Association, hereinafter referred to as the Association.

The County recognizes the Association as the exclusive bargaining representative for all full time employees in the Sheriff's Department, excluding the Chief Deputy, Captain, and Field Services Sergeants, for the purpose of negotiating in relation to wages, hours and conditions of employment.

## ARTICLE 1 - ASSOCIATION MANAGEMENT RELATIONS

### **Section 1. Representation/Negotiation Procedure**

- A. The Association set forth in this Agreement shall be represented by such persons and/or committee(s) as it may determine. Up to two (2) employees that are in pay status shall be compensated by the employer for attending bargaining and negotiation sessions, which occur during working hours. This Association shall notify the Employer of the names of the employees constituting the bargaining committee.
- B. The Employer shall be represented by such persons and/or committee(s) as the Employer may deem desirable.
- C. Meetings may be held at such times, places and dates as the parties shall mutually agree upon.

### **Section 2. Effective Agreement**

Agreement reached between the parties shall become effective only when signed by the authorized representative of the association and authorized representatives of the Employer and approved by the Polk County Board of Supervisors.

## ARTICLE 2 - MANAGEMENT RIGHTS

The Association recognizes the lawful management rights of the County which include:

- A. To direct all operations of the Department.
- B. To establish reasonable work rules.
- C. To hire employees to positions within the Department.
- D. To suspend, demote, discharge, and take other disciplinary action against employees for just cause.
- E. To relieve employees from their duties because of lack of funds, according to seniority.
- F. To maintain efficiency of County government operations.
- G. To take whatever action is necessary to comply with State or Federal law except where those laws affect or alter the terms of this Agreement, in which case the parties shall enter into immediate negotiations.

- H. To introduce new or improved methods or facilities.
- I. To determine the methods, means, kinds, and amounts of services to be performed as pertains to County government operations and the number and kinds of classifications to perform such services and to contract out for goods or services where the work force is not affected or if the work force is affected, there must be a showing of substantial savings to the County.
- J. To take whatever action is necessary to carry out the functions of the County in situations of emergency.

Whether or not the employer has been reasonable in the exercise of these management rights, A through J shall be subject to the provisions of Article 3.

## **ASSOCIATION**

### ***Section 1. Recognition Clause***

The Association, as the exclusive representative of all the employees in the bargaining unit, will represent all such employees, fairly and equally, and all employees in the unit will be required to pay, as provided in this article, their proportionate share of the costs of representation by the Association. No employee shall be required to join the Association, but membership in the Association shall be made available to all employees who apply consistent with the Association constitution and bylaws. No employee shall be denied Association membership because of race, creed, color, or sex. The Association agrees to hold the County harmless for any error or lawsuit resulting from the application of this section.

## **ARTICLE 3- GRIEVANCE AND ARBITRATION PROCEDURE**

### ***Section 1. Purpose***

Crucial to the cooperative spirit with which this Agreement is made and in the sense of fairness and justice this grievance article is made part of the Agreement to provide a procedure for the employee to adjudicate any grievance he or she may have as to those grievance issues as are set forth in this Agreement. Should any employees feel that their rights and privileges under this Agreement have been violated, they shall consult with the Union Representative.

### ***Section 2. Definition***

A grievance is defined to be a controversy between an employee and the employer as to:

- A. A matter involving the interpretation of this Agreement.
- B. Any matter involving an alleged violation of this Agreement in which the employee or the Association maintains that any of their rights or privileges have been impaired in violation of this Agreement.
- C. Any matter involving wages, hours or conditions of employment.

Subject Matter: Only one subject and all relevant issues relating thereto shall be covered in any one grievance. A written grievance shall contain the name and position of the grievant, a clear and concise statement of the grievance, the issue involved, the relief sought, the date the incident or violation took place, the specific section of the Agreement alleged to have been violated, and the signature of the grievant and the date.

### ***Section 3. Time for Initial Filing***

A grievance must be submitted by the aggrieved employee to the Union Representative within 30 calendar days from the occurrence of the event which is the subject of the grievance and/or within calendar 30 days from the time when the event became known to the aggrieved employee.

**Section 4. First Step - Sheriff**

The Union Representative, or the grievant if they are absent, shall within seven (7) calendar days, excluding weekends and holidays, from receipt of the grievance, submit the grievance and all relevant facts, in writing, to the Sheriff or his/her designated representative, who shall have seven (7) calendar days, excluding weekends and holidays, to render his/her written decision to the Association.

**Section 5. Second Step- Personnel Committee**

Should the Association feel that the reply of the Sheriff is unsatisfactory, the Union Representative shall immediately submit the facts, in writing, to the Chairman of the Public Protection Committee. The parties shall arrange for a meeting between the Association Representatives and the Public Protection Committee at the Committee's monthly meeting. If, after sincere and earnest effort in good faith and issues remain unsettled, the grievance shall be submitted to the Personnel Committee at its next scheduled meeting, whereas the Association Representative shall meet with the Personnel Committee. If the grievance remains unsettled after this meeting, it shall be submitted to arbitration as follows:

**Section 6. Request for Arbitration**

The party requesting the grievance proceed to arbitration shall notify the other party in writing, and must within fifteen (15) calendar days petition the Wisconsin Employee Relations Commission to provide a panel of five (5) arbitrators from which the parties may strike unless the parties can mutually agree to submit the names of three arbitrators to the WERC, from which the WERC will be requested to make an appointment. The parties shall have the opportunity to strike first from the panel on an alternating basis. The parties shall each bear the cost of filing as required by the WERC.

**Section 7. Hearing**

Arbitration Hearing. The arbitrator appointed shall meet with the parties at a mutually agreeable date to review the evidence and hear testimony relating to the grievance. Upon completion of this review and hearing, the arbitrator shall render a written decision to both the County and the Association, which shall be binding upon both parties.

**Section 8. Cost of Hearing**

Costs. Both parties shall share equally the costs and expenses of the arbitration proceedings, if any, and the fees of the arbitrator. Each party, however, shall bear its own costs for witnesses excluding employees, and all other out-of-pocket expenses including possible attorney's fees. Employees required to participate in the arbitration hearing shall suffer no loss in wages.

**Section 9. Transcript**

Transcript. If one party requests a transcript, they shall bear the cost involved. If both parties agree to request a transcript, they shall equally share the costs involved.

**Section 10. Decision**

Decision of the Arbitrator. The decision of the Arbitrator shall be limited to the subject matter of the grievance and shall not modify, add to, or delete from the express terms of this Agreement.

**Section 11. Past Grievances**

All grievances filed which bear a filing date, which precedes or is the same as the expiration date of this Agreement must be processed to conclusion under the terms of this Agreement.

## ARTICLE 4- PROBATIONARY EMPLOYMENT

### **Section 1. Length and Performance Review**

All new employees shall be employed on a twelve (12) month probationary period or for such extended periods of time as may be needed to complete any required introductory law enforcement minimum standards training sessions. Each employee shall receive a performance review upon the completion of six (6) months of employment, and at the completion of the probationary period. Time spent during the initial twelve (12) month period attending the said minimum standards training sessions shall extend the probationary period by an equivalent time.

### **Section 2. Dismissal During Probation**

During the twelve (12) month period of employment actually spent under the supervision of the Sheriff; the Sheriff shall have the sole power to retain or dismiss the employee, for which the employee shall not have the right to recourse through the grievance procedure.

### **Section 3. Minimum Standards Training**

If the employee is employed for twelve (12) months under the supervision of the Sheriff and is required to thereafter complete a portion of minimum standards training session, the employee shall be considered to be a regular employee and can only be discharged without a showing of just cause if he receives a failing grade from the minimum standards training course, in which event his employment will be automatically terminated.

### **Section 4. Benefits During Probation**

During the first six (6) calendar months of probation, employees will not be allowed any fringe benefits granted by this Agreement, except for health insurance, and holiday pay for fixed holidays which shall be paid from the date of eligibility. However, upon completion of the first six (6) calendar months of probation, employees will be allowed all of this Agreement's fringe benefits retroactive to the date of benefit eligibility.

## ARTICLE 5- SICK LEAVE

### **Section 1. Sick Leave**

Sick leave shall be considered to be excused absence from work with pay due to illness or injury that occurs outside the employment of the County, and not covered by the Worker's Compensation Act.

### **Section 2. Sick Leave Accumulation**

Employees shall accumulate sick leave as follows:

- (a) All regular full time employees shall accrue sick leave each pay period at a rate equivalent to twelve (12) days per year. If an employee takes unpaid leave of absence during any portion of a payroll period, the accrual shall be prorated for that pay period.
- (b) Unused sick leave shall carry over and be added to the next year's accumulation.
- (c) A sick day shall be defined as equal to the amount of hours established in the employee's current position and regular workday.

### **Section 3. Maximum Accumulation**

The maximum amount of sick leave an employee can accumulate and keep and carryover is as follows:

135 days for employees hired on or after January 1, 1986 to December 31, 1995

120 days for employees hired on or after January 1, 1996.

62.5% of any days of sick leave accumulated beyond 300 days, 135 days, or 120 days, for dates listed above, at the end of each calendar year, will be transferred to the employees Post Employment Health Plan (VEBA) account.

***Section 4. Payout of Unused Sick Leave Upon Retirement***

Upon retirement, forced retirement due to disability, or in the event of death, the employer shall transfer to the employee's Post Employment Health Plan (VEBA) account an amount equal to the number of unused sick leave hours times the employees rate of pay at the time the transfer is made.

***Section 5. Annual Account Balancing***

Employees shall have their account balanced according to the days used and earned in that calendar year.

***Section 6. Employee Notification of Sick Leave***

In order to qualify for such sick leave, an employee must report that he/she is sick, not later than one-half (1/2) hour before the earliest time for which he/she is to report for work. In the event an employee becomes sick during the working hours, he/she shall notify his/her supervisor before leaving work.

***Section 7. Sick Leave Usage***

Employees shall be paid while on sick leave at a rate equal to the number of daily hours established for their position, excluding overtime and premium pay, except for employees regularly employed at premium pay. The employee shall only be charged for the hours absent from work due to sickness, and paid for those hours absent.

***Section 8. Employer Verification***

Each employee on sick leave is subject to a visit by a County representative. A doctor's statement of illness may be requested for the third consecutive day of illness and if requested must be furnished before sick leave is paid.

***Section 9. Discipline for Violation of Sick Leave Regulations***

Any employee who is found to have violated any sick leave regulation is subject to discipline by the Employer.

***Section 10. Family and Medical Leave Act***

Employees who have reason to anticipate the use of extended sick leave such as is provided for under the Family and Medical Leave Acts shall give as much notice as possible to the employer. Such notice shall include an estimate as to when the absence will start and the length of the absence. While absent, the employee shall be subject to the verification procedures provided for in the Family and Medical Leave Acts. This may include requirements that the employee provide at their own expense, doctor's certification indicating a physical inability to perform their job duties. When the employee wishes to return to work, the employee may be required to provide, at his/her expense, a doctor's certification that the employee is physically able to return to work.

***Section 11. Seniority During Sick Leave***

Seniority shall continue to accrue during a sick leave absence due to illness or injury.

***Section 12. Sick Leave for Dependents***

Employees may use sick leave for other dependents as provided for in the Family and Medical Leave Acts.

## ARTICLE 6 - LEAVES OF ABSENCE

### ***Section 1. Request for Leave***

Applications for a leave of absence for personal, family, or medical reasons shall be made to the Sheriff. Applications for a leave of absence for family or medical reason may also be made to Human Resources.

### ***Section 2. Types of Leave/Authority to Grant Leave***

The Sheriff shall grant any leave requests for family or medical reasons in accordance with State and Federal law. Such requests shall be subject to verification and notification procedures provided for by the statutes.

The Sheriff may grant a leave of absence not to exceed thirty (30) days for other personal reasons. Leaves for personal reasons of more than thirty (30) days must be approved by the Public Protection Committee. Leaves of absence will not be unreasonably withheld.

### ***Section 3. Compensation/Benefits During Leave***

All leaves of absence shall be without pay. Any earned but unused paid leave available to the employee may be substituted for unpaid leave by the employee or employer in accordance with state and federal law during the leave period. No fringe benefits shall be earned during a leave of absence, with the exception of those benefits to which the employee is entitled under the Family and Medical Leave Acts. No leave of absence shall be granted to seek other employment. In addition to the medical leave provided for by state and federal law, employees shall be granted a leave of absence for a total period of up to two (2) years for serious illness or injury after the employee has exhausted accrued sick leave and vacation benefits.

### ***Section 4. Seniority During Leave***

Seniority shall continue to accrue throughout the leave of absence up to thirty (30) days. Leaves of absence of more than thirty (30) days shall not count toward seniority; with the exception of a leave granted under FMLA.

### ***Section 5. Military Leave***

Annual military leave, with pay, will be granted as follows: A differential between the employee's regular and military pay. Such military leave shall be for no more that fifteen (15) days per year, based upon actual military orders. It shall be the duty of the employees on such leave to furnish the Human Resources Director satisfactory evidence showing the length of military leave and military pay during the leave. Seniority shall accrue throughout the military leave.

### ***Section 6. Payment of Health Insurance During Leave***

Employees shall make their own arrangements in advance and in accordance with the Family and Medical Leave Acts for payment of health insurance while on leave of absence.

### ***Section 7. Leave to Run for Elective Office***

At no time shall more than two Deputies be allowed leave of absence to run for elected office. Determination of the two candidates shall be on a first come (written request), first served basis with the final judgment being made by the Public Protection Committee.

Employees shall not be prohibited from engaging in political activity or holding part-time political offices so long as the same does not conflict with the duties and responsibilities of a Deputy Sheriff.

In the event that an employee desires to run for any public office, he/she shall not be required to take a

leave of absence; however, all campaigning shall be done on the employee's own time. If he/she desires a leave of absence, he/she shall apply to the Public Protection Committee, who may grant the request, pursuant to paragraph one of this section. If he/she successfully wins the election for any public office (except Polk County Sheriff) he/she shall upon assuming such office, sever his/her employment with the Polk County Sheriff's Department. If an employee successfully wins the general election for Polk County Sheriff, he/she may, upon request, be granted a leave of absence until he/she takes office. Leave of absence granted during the campaign period shall be governed by the applicable provisions of this Article.

## **ARTICLE 7 - BEREAVEMENT LEAVE**

### ***Section 1. Leave for Immediate Family***

In the event of a death of a member of an employee's immediate family, said employee shall be allowed up to a three (3) day leave of absence at his/her regular rate of pay. Immediate family is defined to include: husband, wife, children, father, mother, brother, sister, father or mother-in-law, son or daughter-in-law, brother or sister-in-law, grandparents, grandchildren, half-brother, half-sister, step-parents, step father or mother-in-law, step-children, step-sister, step-brother.

### ***Section 2. Additional Time Off***

Additional time off may be applied for provided such time off is taken as vacation or use of accumulated compensatory time off.

### ***Section 3. Pallbearer Service***

Employees will be allowed the necessary time off on the day of the Bereavement with pay to serve as a pallbearer. The employee shall notify his/her supervisor one day prior to the Bereavement or pending absence.

## **ARTICLE 8 - NO STRIKE AGREEMENT**

### ***Section 1. Strike 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, or any other intentional interruption of work during the term of this Agreement.

## **ARTICLE 9 - TERMINATION OF EMPLOYMENT**

### ***Section 1. Employer Notice***

Two (2) weeks notice or two (2) weeks pay in lieu thereof will be given employees terminated after completion of their probationary period.

### ***Section 2. Employee Notice***

Employees will give two (2) weeks notice of their intent to terminate employment with Employer. Employees who fail to do so will be penalized by loss of accrued vacation pay. However, should exceptional circumstances occur, this penalty shall be waived.

### ***Section 3. Waiver of Notice for Just Cause***

Two (2) weeks notice on the part of the employer shall not apply in cases which are cause for immediate suspension or dismissal.

### ***Section 4. Layoff Procedure***

In case of a layoff, all part time employees shall be laid off before fulltime employees. If fulltime

employees, within classification, are to be laid off, it shall be by inverse order of the seniority list according to the date of hire. In case of a recall, the last regular fulltime employee laid off shall be the first employee called back to work. Regular fulltime laid off employees shall hold recall rights for 2 years from the date of the layoff.

In the event of a recall of less than fulltime status, regular fulltime employees shall have the option of working less than fulltime status before all part-time employees. If the employee does not select this option, it shall have no adverse affect on their recall rights.

## **ARTICLE 10 - WORKER'S COMPENSATION BENEFITS**

### ***Section 1. Employee Hold Harmless Provision***

In the event an employee is injured on the job and as a result of such injury receives Worker's Compensation disability pay, it is agreed that such employee shall suffer no loss in wages for that period of time while disability paychecks are being received. The County agrees to pay the employee's full net salary (after taxes) for the period of time the employee is receiving temporary partial or temporary total disability paychecks for a period of time not to exceed the equivalent of six (6) months total pay. Employees shall present a copy of each worker's compensation disability check to the Human Resources Director or Human Resources Manager prior to release of their payroll checks. In addition to any rights under the Family and Medical Leave Act, an employee's health insurance shall be continued while the employee is receiving supplemental worker's compensation pay with the employee being responsible for paying the employee's share of the insurance premiums. Thereafter, employee may maintain health insurance by paying the full premium under COBRA if applicable.

### ***Section 2. Contested Claims***

In the event a claim is contested, full net pay to the employee will be held up until an award is made by the Industrial Relations Commission, at which time the employee will be paid in one lump sum an amount equal to his/her full net salary as spelled out in Section 1 above. In no event will the total amount paid an employee by both the disability paycheck and Employer's share be more than his/her full net salary based on the normal work day and work week.

## **ARTICLE 11 - WISCONSIN RETIREMENT**

The County agrees to pay the employee's contribution to the Wisconsin Retirement Fund Plan in the full amount for those employees hired prior to July 1, 2011. Employees hired effective July 1, 2011 and thereafter shall be responsible for payment of the employee share of the Wisconsin Retirement Fund Plan contribution rate. Deputies shall be covered under the Wisconsin Retirement Fund Plan for Protective Classification with Social Security.

## **ARTICLE 12 - HOLIDAYS**

### ***Section 1. Scheduled Holidays***

All employees covered by the terms of this Agreement shall receive the following named holidays with pay at their regular rate of pay: New Year's Day, Presidents Day, Easter Day, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day.

### ***Section 2. Eligibility for Holiday Pay***

In order to be eligible for the above listed paid holidays, the employee must be in pay status the scheduled work day preceding and the first work day following the paid holiday. In pay status shall include employees on vacation, sick leave, Worker's Compensation, and any employee who may have been excused for compelling personal reasons the work day preceding and the first work day following

the paid holiday. The Employer agrees that no employee will be laid off during the two-week pay period in which a holiday falls, just to avoid holiday pay for that employee.

**Section 3. Compensation for Worked Holidays**

Employees shall be paid in addition to regular pay, one and one-half (1 1/2) times the regular rate of pay if their working day starts on the above-named holiday. If their work day does not start on the above-named holiday, they will receive one day's pay for the holiday based on the employee's regular work day.

**ARTICLE 13 - VACATIONS**

**Section 1. Vacation Accrual Rate**

Employees shall earn paid vacations according to the following schedule:

- A. Employees shall accrue vacation each pay period at a rate equivalent to twelve (12) days per year when they begin their employment.
- B. Employees shall accrue vacation pay each pay period at a rate equivalent to eighteen (18) days per year after their sixth (6<sup>th</sup>) anniversary date.
- C. Employees shall accrue vacation pay each pay period at a rate equivalent to twenty-four (24) days per year after their eleventh (11<sup>th</sup>) anniversary date.
- D. If an employee takes unpaid leave of absence during any portion of a payroll period, the accrual shall be prorated for that pay period.

A vacation day shall be defined as equal to the amount of hours established in the employee's current position and regular workday.

**Section 2. Payment of Unused Vacation on Termination of Employment**

The County agrees to pay all accrued vacation benefits including current years benefits, on retirement and/or termination of employment, except as written in Article 9 - Section 2 - and Employer furnish complete personnel file.

**Section 3. Vacation Balance**

Employee's vacation accrual may not exceed 240 hours at any time.

**Section 4. Minimum Vacation Increments**

Employees will be allowed to take split vacations and may elect to take vacation periods of one (1) day at a time. Employees must notify the employer of their intentions to take one (1) day of vacation as far in advance of that day as possible.

**Section 5. Vacation Approval Requirements**

All vacations must be approved by the Sheriff or designee. All requests for vacation shall be submitted at least two (2) weeks prior to the intent of going on vacation.

In the event conflicting dates occur for employees requesting vacation leave, approval shall be determined as follows:

- seniority shall prevail for vacations scheduled more than 60 days in advance
- vacations scheduled less than 60 days in advance shall be awarded on a first come first served basis

The employer shall respond to vacation requests within two weeks.

## ARTICLE 14 - HEALTH INSURANCE

### **Section 1. Employer Contribution**

The County shall pay eighty percent (80%) of the single health insurance premium and an amount not to exceed eighty percent (80%) of the family health insurance premium. Plan participants successfully completing the requirements provided for by the Wellness Program as is established annually by the County Board for all other County health plan offerings shall receive a \$55 per month discount on health insurance premiums. Part-time employees entitled to health insurance benefits as are set forth in Article 14 will receive full insurance benefits, but premiums will be prorated on the amount of time worked during the month previous to the actual month of payment on the portion of the contributions made by the County.

### **Section 2. Employee Eligibility**

Employees who are eligible for benefits will be covered under the County health insurance policy provided they make application for this insurance within the first thirty-one (31) days of employment. To the extent the application, eligibility and enrollment provisions of the County Health Insurance Policy are in conflict with this Section, said provisions of said policy shall supersede the provisions of this Section. It shall be the responsibility of the Employer to notify the employee of the application requirements within five (5) days of employment. Eligible employees who do not make application for this insurance within thirty one (31) days of employment shall be subject to late enrollment provisions as described in the Polk County Employee Health Benefit Plan booklet. Coverage dates will be administered as per the Polk County Employee Health Benefit Plan booklet.

### **Section 3. Optional Insurance Programs**

In addition, the County may make other insurance plans available to employees for their participation on a voluntary basis. No action on the part of the County in this regard shall be construed as creating an obligation to provide such plans in any future years. The County shall provide for an open enrollment period for any such plans on an annual basis.

### **Section 4. Employee Representation on Health Insurance Committee**

One member of the bargaining unit will serve on the Health Insurance Advisory Committee for and on behalf of the Association.

The Health Insurance Advisory Committee is a standing committee consisting of one member from every union represented in the County and Polk County management. This committee has the authority to make recommendations to the unions and management collectively.

## ARTICLE 15 - USE OF AUTOMOBILES BY POLK COUNTY

### **Section 1. Unauthorized Passengers**

While on duty, Deputies shall not transport any unauthorized person in County-owned motor vehicles, except as required by their duty assignment or authorized by the Sheriff.

### **Section 2. Maintenance of Vehicles**

Each Deputy has a duty to maintain and keep the motor vehicle, which he/she is using in good condition at all times.

### **Section 3. Vehicle Abuse**

Deputies shall refrain from any unusual use or abuse of County-owned motor vehicles, including overloading and unreasonable use of the motor vehicle off the regular roadway. Deputies may be held responsible for damage incurred as a result of such overloading or unreasonable use of the vehicle off the roadway, including any wrecker fee incurred for towing.

**Section 4. Alcohol Usage Prohibited**

Any Deputy being under the influence of intoxicating liquors while on duty, without authorization shall have a final suspension, or if arrested and convicted of being intoxicated while driving a County car, shall have a final suspension.

**Section 5. Personal Use Prohibited/Uniform Requirement**

Deputies, while off duty, shall leave their car at their homes and may not use the car for personal use. While off duty, a deputy may use the car for court appearances or work-related activity. When using the car during the performance of off duty work related activities as set forth above, the Deputies shall be in uniform unless circumstances dictate otherwise.

**ARTICLE 16 - PAY PERIOD**

Employees shall be paid every two (2) weeks. Direct deposit shall be mandatory for all employees hired after ratification of the 1007-08 Agreement and optional for other employees. If an error is made and an individual employee is overpaid on a check that is direct deposited, the County shall work with the employee to develop a recoupment schedule.

**ARTICLE 17 - MISCELLANEOUS PROVISIONS**

**Section 1. Negotiation of Wages for New Positions**

In the event a new position is created or in the event additional duties or responsibilities are added to a particular existing job classification, the parties to this Agreement shall jointly negotiate a rate for the position. This procedure will be following thirty (30) days written notice by either party.

**Section 2. Uniform Allowance**

The uniform allowance schedule for Patrol Deputies shall be as follows:

First Year	\$775.00
Second and Subsequent Years	\$675.00

First year Patrol Deputies shall be furnished a ballistic vest by the employer, which shall not count towards the employee’s uniform allowance.

If an employee is terminated during his/her probationary period, any purchases made with said uniform allowance shall be returned by the employee to the County forthwith. Any unused portion of an employee’s annual uniform allowance shall be carried forward into the succeeding calendar year. An employee is not entitled to any cash benefit or additional consideration at the time of termination of employment based on accumulated and unused uniform allowance.

All employees of the department as of January 1, 1996, shall have their anniversary date for uniform allowances based on January 1<sup>st</sup> of each calendar year. New hires after January 1<sup>st</sup>, 1996 shall have their anniversary date for uniform allowances based on their date of hire.

**Section 3. Unemployment Compensation**

All employees are subject to the Unemployment Compensation Law for the State of Wisconsin.

**Section 4. Court Time**

Employees who are required to attend court on departmental business when the employee would not otherwise have been scheduled to work shall be compensated as follows:

If court time is worked contiguous to a regularly scheduled shift worked by the employee, he/she shall be compensated at time plus one-half (1-1/2) rate for the actual hours worked.

If court time is worked within four (4) hours of the start or end of a regularly scheduled shift, the employee shall receive compensation for a minimum of two (2) hours or actual hours worked, whichever is greater, at time plus one-half rate (1-1/2), unless the employee's shift ends between 6 A.M and 9 A.M. in which case the employee shall be compensated for a minimum of four (4) hours or actual hours worked, whichever is greater, at time plus one-half rate (1-1/2).

If court time is worked more than four (4) hours from the end of or before the beginning of a regularly scheduled shift, the employee shall be compensated for a minimum of four (4) hours or actual hours worked, whichever is greater, at time plus one-half rate (1-1/2).

For purposes of this article, regularly scheduled shift shall be defined as any shift an employee works as part of their regular rotation, any shift traded with another employee, or any shift assigned to them by the employer.

Officers must check on the status of trial scheduling by 9:00 AM for a non-jury trial, or by 4:30 PM the day before for a jury trial, to verify that there has been no cancellation.

If the officer follows the above instructions, and is unable to confirm cancellation, the County will be responsible for minimum court time.

#### ***Section 5. Life Insurance***

The County shall pay the Employer and Employee's share of the State of Wisconsin Group Life Insurance premiums as applicable to eligible employees.

#### ***Section 6. Civil Process and Juvenile Officer***

Any process server and any new juvenile officer will receive the same rights and pay as a Deputy in step.

#### ***Section 7. Travel Expense Reimbursement***

Any employee who is required to travel outside of Polk County on official business for more than one day with regard to any particular function may receive an advance, prior to leaving Polk County, for anticipated room, food and travel expenses for the number of days during which the employee anticipates being outside Polk County with respect to said function. Employees must submit their request a minimum of ten (10) days prior to their date of departure in order to be eligible to receive the advance, unless the employer does not provide the employee at least ten (10) days notice of the travel requirement. Upon returning, the employee shall forthwith make an accounting to the Department of Administration as to actual room, food and travel expenses and the employee shall provide receipts to the Department of Administration as required by the current County Board rules and regulations in effect at the time the travel expenses are incurred. The amount of the advance shall be consistent with the current daily expense rate as set by the Polk County Board of Supervisors and shall be subject to the reimbursement rules set forth by the Board, for each day the employee anticipates being outside of Polk County in attendance of a function.

#### ***Section 8. Reimbursement at Funded Rate***

All employees attending educational schools that are reimbursed by State or Federal funds shall be reimbursed for meal expenses incurred at the same rate as the State or Federal funds shall authorize.

#### ***Section 9. Assignment of Investigator's Duties***

The assignment of Investigator's duties is at the sole discretion of the Sheriff. Such assignments are not permanent and do not constitute a promotion or the establishment of a separate job classification.

## ARTICLE 18 - UNION ACTIVITY

### **Section 1. Bulletin Board**

The County agrees to provide bulletin board space for the Association's use. The bulletin boards are to be used by the Association for notices only of the following:

Association meetings, Association elections, Association appointments, Association recreational and social events, Unemployment Compensation information, and other materials of non-political, non-controversial nature.

### **Section 2. Association Business**

Except as otherwise herein expressly permitted to by the County, Association business shall be transacted outside of the normal working hours. An employee may process grievances during normal working hours on County property, provided the employee has the consent of his/her supervisor. In processing grievances, permission must be received from the immediate supervisor before an employee shall leave a work area to conduct Association business. The County reserves the right to exclude such meetings from any and all work areas on County property. Such meetings shall not interfere with the orderly and efficient operation of County business. The Grievance Committee shall consist of three (3) members for each chapter.

## ARTICLE 19 - ENTIRE MEMORANDUM OF UNDERSTANDING

### **Section 1. Zipper Clause**

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. The parties further acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and that opportunity are set forth in this Agreement.

### **Section 2. Negotiation of Voided Contract Provisions**

If any article or section of this Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should not be affected thereby, the parties shall enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such articles or sections.

## ARTICLE 20 - FAIR SHARE AGREEMENT

### **Section 1. Membership in Bargaining Unit**

All employees in the bargaining unit shall be required to pay, as provided in this Article, their fair share of the costs of representation by the Association. No employee shall be required to join the Association, but membership in the Association shall be available to all employees who apply, consistent with the Association's constitution and bylaws.

### **Section 2. Fair Share Agreement**

The Employer shall deduct from the monthly earnings of all employees in the collective bargaining unit, except exempt employees, their fair share of the cost of representation by the Association, as provided in Section 111.70(1)(f), Wis. Stats., and as certified to the County by the Association. The Employer shall pay

said amount to the treasurer of the Association on or before the end of the month in which such deduction was made. The date for the commencement of these deductions shall be determined by the Association. Eligible new employees shall pay their fair share of the collective bargaining process through dues deductions after completion of their first thirty (30) days of employment. The Employer will provide the Association with a list of employees from whom deductions are made with each monthly remittance to the Association.

**Section 3. Association Notification to Employer**

The Association agrees to certify to the Employer only such fair share costs as are allowed by law, and further agrees to abide by the decisions of the Wisconsin Employment Relations Commission and/or courts of competent jurisdiction in this regard. The Association agrees to inform the Employer of any change in the amount of such fair share costs.

**Section 4. Employee Challenge of Fair Share Amount**

The Association shall provide employees who are not members of the Association with an internal mechanism within the Association which is consistent with the requirements of State and Federal law and which will allow those employees to challenge the fair share amount certified by the Association as the cost of representation and to receive, where appropriate, a rebate of any monies to which they are entitled. To the extent required by state or federal law, the Association will place in an interest-bearing escrow account any disputed fair share amounts.

**Section 5. Employer Hold Harmless**

The Association does hereby indemnify and shall save the Employer harmless against any and all claims, demands, suits, or other forms of liability, including court costs, that shall arise out of or by reason of action taken or not taken by the Employer, which Employer action or non-action is in compliance with the provision of this Article, and in reliance on any lists or certificates which have been furnished to the Employer pursuant to this Article; provided that the defense of any such claims, demands, suits or other forms of liability shall be under the control of the Association and its attorneys. However, nothing in this section shall be interpreted to preclude the Employer from participating in any legal proceedings challenging the application or interpretation of this Article through representatives of its own choosing and at its own expense.

**ARTICLE 21 - HOURS OF WORK, SCHEDULES, AND OVERTIME**

**Section 1. Employee Shifts and Rotations**

Employee schedules shall be as follows:

<u>Patrol Deputies</u>	8.5 hours per day	6 days on - 3 days off	2068 hours per year
<u>Patrol Sergeant</u>	8.5 hours per day	6 days on - 3 days off	2068 hours per year
<u>Investigators</u>	8 hours per day	5 days on - 2 days off	2080 hours per year
<u>Civil Process</u> 8 hrs/day		5 days on - 2 days off	2080 hours per year

The Sheriff shall determine the starting and ending time of each employee shift.

Employee schedules may be changed at any time to meet the requirements of the department, providing four (4) days prior notification is given to the employee. In the event an employee’s schedule is changed within four (4) days, the employee shall be compensated as outlined in Section 3 of this article. Schedules may not be changed for disciplinary reasons. Employees shall not be scheduled to work on their days off.

Patrol Deputies shall select shift assignments and shift rotations by seniority within classification, one (1) time annually, between November 1<sup>st</sup> through November 20<sup>th</sup>, commencing on the first day of the first pay period in the succeeding calendar year and annually thereafter.

The selection of Patrol Deputy shift assignments and shift rotations on the first day of a regular pay period results in no overtime compensation to the Employer and no loss of pay to an Association member. Each employee would continue to receive 79.46 hours of base pay per pay period as long as current scheduling and rotation practices are continued by the parties.

The restrictions set forth in this section with regard to scheduling changes shall not apply in emergency situations, in which case the Sheriff shall have the authority to assign work and schedules as required in order to protect the public safety.

### **Section 2. Overtime**

Effective with the ratification of this contract, overtime shall be defined as hours worked in excess of the workday and/or workweek as defined in Section 1 of this Article. Regular full time employees may exchange days with other regular full time employees, which shall not be computed in determining overtime. All hours worked and all paid leaves shall be included in the calculation of overtime.

Employees may, at the employee's option, accrue up to one-hundred two (102) hours per year total of compensatory time off (68 hours worked) in lieu of paid overtime. All overtime worked in excess of this amount shall be paid monetarily. Any unused compensatory time remaining in the employee's compensatory time bank on the 25<sup>th</sup> payroll period of each year shall be paid monetarily. Employees may request carryover of unused balances into the succeeding year; such carryover balances shall count against the next year's total allowed accrual. Any compensatory time earned following the 25<sup>th</sup> payroll each year shall carry over to the next year. Employees may request, at their option, payout of compensatory time during any regular pay period throughout the year. Scheduling of compensatory time off shall be by mutual agreement of the employee and the Sheriff.

### **Section 3. Call In Pay**

Any employee called in to work when off duty shall receive a minimum of 2 hours pay, unless the employee is called in within one (1) hour of the start of their normal schedule, in which case they shall be paid for actual time worked.

### **Section 4. On Call Duty**

Each weekend, from 6:00 p.m. Friday, until 7:00 a.m. Monday, one investigator shall be assigned on call duty. Said investigator shall be required to carry a cell phone and remain within the geographic confines of Polk County while serving on call duty. The compensation for each employee for on call duty shall be one hundred dollars (\$100) per weekend of on call status. In the event an "on-call" weekend is split between two pay periods, the "on-call" Investigator will be compensated \$50.00 per pay period. This compensation shall not be computed as part of the employee's base pay for purposes of overtime compensation and shall be in addition to any call in pay the employee receives under Section 3 of this article. Employees may exchange weekend on call duty assignments at their discretion. The Drug Investigator shall be scheduled as part of the on-call rotation.

Investigators may use Polk County owned motor vehicles for personal use only while on call and in Polk County. Employees of the Sheriff Department will be the only ones authorized in the vehicle for personal use unless authorized by a supervisor.

## **ARTICLE 22 - LONG TERM DISABILITY INSURANCE**

The employer shall provide a Long Term Disability insurance plan to all employees. The employer shall determine reasonable guidelines for enrollment procedure in conjunction with representatives. It is further agreed that unless expressly stated elsewhere, the employer is under no obligation to contribute to any voluntarily elected benefit program covered under this article.

## **ARTICLE 23 - VOLUNTARY EMPLOYEE BENEFITS ASSOCIATION**

The employer agrees to participate in the Life Insurance and Health Plan for Collectively Bargained Public Employees (hereafter referred to as "the Plan") in accordance with the terms and conditions of the Plan's Participation Agreement, a copy of which is attached to this agreement. The parties hereto designate Post Employment Health Plan (VEBA) to act as the Plan Administrator and National Retirement Systems to act as Trustee for the Plan, or its successors appointed in accordance with the Plan and Trust documents. The employer agrees to contribute to the Plan on behalf of the employees of the Polk County Sheriff's department covered by this collective bargaining agreement.

On behalf of each eligible member of the Polk County Deputy Sheriff's Association, Local 201 WPPA/LEER, Polk County agrees for the term of this agreement, to deduct for each eligible employee the amount of \$10.00 per pay period. Additionally, upon termination, one hundred percent (100%) of the eligible employee's accumulated sick leave balance shall be contributed to the Plan. In order to minimize the risk of this Plan being found discriminatory under section 105(h) of the Internal Revenue Code of 1986, as amended, the Administrator may request that a contribution amount to a highly compensated eligible employee's account be reduced to the maximum amount contributed on behalf of a non-highly compensated employee. If such a request is made, the reduction amount shall be paid to the employee in the form of wages.

The Employer and Association further agree that for the term of this Agreement, salary or hourly rate of pay, for the sole purpose of computing pensionable wages and overtime rates of pay, shall include the Employer's recurring contributions to the Plan (i.e., not lump sum termination contributions) that would otherwise have been recognized as a pensionable benefit had such amounts not been contributed to the Plan.

## **ARTICLE 24 - FLEXIBLE SPENDING ACCOUNTS**

The employer agrees to provide a voluntary flexible benefits Plan as allowed under Section 125 and Section 129 of the Internal Revenue Codes as amended to all employees. The employer shall determine reasonable guidelines for enrollment procedure in conjunction with representatives. The employer shall pay all administrative costs associated with the plan.

## **ARTICLE 25 - WAGES**

The employer agrees to pay the employees covered under this contract in accordance with the wage schedules outlined in Appendix A. The hourly rates of pay as delineated in Appendix A shall be defined as an hourly representation of a total amount of pay consisting of amounts contributed by the employer to the Life Insurance and Health Plan as defined in Article 14 and 17, amounts contributed by the employer to the Flexible Benefits Plan as defined in Article 24, and cash compensation.

## **ARTICLE 26 - SENIORITY**

### ***Section 1. Definition***

Bargaining unit seniority for the accumulation of benefits shall be determined by the employee's length of

service as of the first date of full-time employment by the employer. Classification seniority shall be determined by the employee's length of service as a regular full-time employee in the employee's current classification relative to shift selection and vacation selection.

**Section 2. Termination of Seniority**

An employee's seniority shall be terminated when the employee voluntarily terminates, is terminated for just cause, or is not called back from layoff status for eighteen (18) calendar months from the date of layoff.

**Section 3. Layoff and Recall**

In case of a layoff, all part time employees shall be laid off before fulltime employees. If fulltime employees, within classification, are to be laid off, it shall be by inverse order of the seniority list according to the date of hire. In case of a recall, the last regular fulltime employee laid off shall be the first employee called back to work. Regular fulltime laid off employees shall hold recall rights for 2 years from the date of the layoff.

In the event of a recall of less than fulltime status, regular fulltime employees shall have the option of working less than fulltime status before all part-time employees. If the employee does not select this option, it shall have no adverse affect on their recall rights.

**Section 4. Promotion**

If an employee is promoted to the position of Sergeant and in the event the employee fails the supervisory trial period, or if the employee desires, of employee's own volition during the supervisory trial period, the employee shall revert to the previous held position with all attendant rights as if there had been no interruption. The trial period is nine (9) months.

**ARTICLE 27 - DURATION**

**Section 1. Term of Contract**

Term. This Agreement shall become effective as of January 1, 2018, and shall continue in effect through December 31, 2019, and thereafter unless either party, pursuant to this Article has notified the other party in writing that it desires to alter or amend this Agreement as set forth in Section 2. In any event, either party may terminate this Agreement by transmitting a notice to terminate through the U.S. mail or by personal delivery to the responsible signatories to this Agreement at least thirty (30) days prior to December 31, 2019. If the notice requirements of this Article to initiate bargaining for a subsequent year's agreement are not met, this agreement shall renew itself for additional one-year periods until the notice requirements are met. If employees who are members of the Association continue to work beyond December 31, 2019, the County agrees to pay all wages and benefits payable under the terms of this Agreement, provided, however, that in the event there is any reduction in wages and/or benefits pursuant to a subsequent agreement, the employee shall reimburse the County for any overpayment and the County is authorized to deduct any overpayment from an employee's wages.

**Section 2. Bargaining Procedures:**

- Step 1 On or before June 1, 2019, or any subsequent year, the Association shall present its bargaining requests to the County.
- Step 2 The County shall present its proposals to the Association by July 1st of that year.
- Step 3 Negotiations will commence not later than July 15th of that year.
- Step 4 Either party after submitting initial proposals set forth in Steps 1 and 2 of this

section, reserve the rights during negotiations to amend, alter, delete, change, or add to any proposals.

Step 5

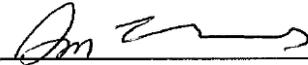
After agreement to any part of the proposal by both parties, that part may be signed by both parties and set aside, not to be renegotiated unless agreed upon by both parties.

Signed this 5 day of January, 2018.

SIGNED FOR POLK COUNTY:

  
Chair  
Polk County General Government Committee

SIGNED FOR THE ASSOCIATION:

  
President, WPPA  
Don Burrows

## Appendix A

<i>Deputy</i>	<i>1/1/2018</i>	<i>1/1/2019</i>
<i>Start</i>	\$27.40	\$28.09
<i>1 year</i>	\$27.82	\$28.52
<i>2 year</i>	\$28.29	\$29.00
<i>3 year</i>	\$28.77	\$29.49
<i>4 year</i>	\$29.55	\$30.29
<i>5 year</i>	\$30.00	\$30.75
<i>6 year</i>	\$30.51	\$31.27

Deputies who are assigned to work a 5-2 schedule rotation shall receive a sixty cents (\$.60) per hour rate differential for all hours worked. Deputies who are assigned to investigation shall receive an additional forty-cent (\$.40) per hour rate differential for all hours worked.

Field Training Officers shall receive \$1.00 per hour differential for all hours assigned to conduct field service training.