RESOLUTION 09-09

LABOR AGREEMENT WITH WISCONSIN PROFESSIONAL POLICE ASSOCIATION (LAW ENFORCEMENT EMPLOYEE RELATIONS) ON BEHALF OF THE POLK COUNTY SHERIFF'S DEPARTMENT FIELD SERVICES ASSOCIATION, LOCAL #201
2009-2011

WHEREAS, the County Board rules of order empower the Personnel Committee to negotiate labor agreements on behalf of the full County Board; and,

WHEREAS, the parties to these negotiations committed themselves to a process of interest based bargaining and used that process throughout negotiations for the Labor Agreement with WPPA Polk County Sheriff's Department Field Services Association, Local 201; and,

WHEREAS, language changes in the Bargaining Agreement between WPPA Polk County Sheriff's Department Field Services Association, Local 201and Polk County have been negotiated and are referenced in the attached; and,

WHEREAS, general wage adjustments for each of the employee groups comprising WPPA Polk County Sheriff's Department Field Services Association, Local 201have been negotiated and such wage adjustments are detailed in the attachment to this resolution; and,

WHEREAS, specific wage adjustments for certain employee classifications were negotiated based on comparable labor market data and are detailed in the attachment to this resolution.

NOW THEREFORE, BE IT RESOLVED, that this contract be ratified for the period of January 1, 2009, through December 31, 2011, and

BE IT FURTHER RESOLVED, that the Personnel Committee is hereby empowered to effect a final review of all contract language prior to it's signature by both parties and is authorized to make such technical corrections as may be necessary to implement the agreements reached with the union during negotiation.

Submitted at the request of the Personnel Committee.

Funding Amount: N/A

Funding Source: County General Fund and various Grant Funds and other Funding Sources

Date Finance Committee Advised: **Effective Date: January 1, 2009**

Approved as to form: Malia Malone

Date Submitted to County Board 1-20-09

County Board Action Adopted

SUBMITTED BY THE PERSONNEL COMMITTEE:

Russell E Arnard 1-8-09

Patricia M Schmidt

POLK COUNTY'S
TENTATIVE SETTLEMENT WITH THE
WISCONSIN PROFESSIONAL POLICE ASSOCIATION
(LAW ENFORCEMENT EMPLOYEE RELATIONS)
ON BEHALF OF THE
POLK COUNTY SHERIFF'S DEPARTMENT
FIELD SERVICES ASSOCIATION
LOCAL #201

Agreements reached as of December 15, 2008

1. ARTICLE V – SICK LEAVE

****

A. Section 3 Maximum Accumulation

(1) *Amend section as follows:*

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

300 days for employees hired on or before December 31, 1985
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

~~40%~~ 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.

****

B. ***Delete Section 13 in its entirety:***

~~Section 13 Incentive for Limited Use of Sick Leave~~

~~Employees who have accrued the maximum allowable number of sick leave days, and who have not used more than one sick day in the previous twelve months, are upon retirement, forced retirement due to disability, or in the event of death, entitled to an additional 2% bonus payout (calculated in days) of the maximum allowable accumulated sick leave for that employee. This amount shall be transferred to the employee's PEHP account at his/her current rate of pay at the time the transfer is made. Usage of sick leave in subsequent years in excess of one day shall not result in the loss of bonuses previously earned.~~

2. ARTICLE XXI – HOURS OF WORK, SCHEDULES, AND OVERTIME

A. Section 2 Overtime

(1) Amend second paragraph as follows:

Employees may, at their option, accrue up to one-hundred two (102) ~~thirty-four (34)~~ hours per year total of compensatory time off ~~(22 2/3~~ 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 bank ~~after the first pay period in December of~~ on the 25th payroll period each year ~~in excess of seventeen (17) hours~~ 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 25th 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.

(2) Delete third paragraph as this language is no longer necessary:

~~Any earned but unused compensatory time balances owed to employees prior to January 1, 1994, shall count toward the thirty-four (34) hour limit in this section. Any pre-1994 balances still not taken by the end of the calendar year however, shall not be paid out but shall be carried over to the succeeding year~~.

3. ARTICLE XXII – PERSONAL DAYS

A. Eliminate Personal Days (Remove entire article)

4. ***Replace Article XXII – Personal Days and substance of article (under agreement #3) to read as follows:***

A. **ARTICLE XXII –LONG TERM DISABILITY INSURANCE**

The employer shall provide an voluntary 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.

5. **ARTICLE XXIII – VOLUNTARY EMPLOYEE BENEFITS ASSOCIATION**

A. Both parties agree to work with representatives of each County labor group to select and implement a tax-deferred post-employment health savings account plan to commence upon agreement of provider and plan design (see attached letter of agreement).

6. **ARTICLE XXIV – FLEXIBLE SPENDING ACCOUNTS**

A. *Amend article as follows*:

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. ~~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.~~ The employer shall pay all administrative costs associated with the plan.

7. **APPENDIX A**

A. Increase wage rates by $0.20 in Start, 1 year, 2 year, and 3 year wage lanes; by $0.45 in 4 years, 5 years and 6 years wage lanes.

B. Amend the Sergeant pay as follows:
Sergeant(s) shall receive an additional 7.5% ~~one dollar and twenty-five cents ($1.25)~~ per hour above current ~~in~~ step.

C. Eliminate Shift Differentials (delete final section of Appendix A):

~~**Regular scheduled Patrol Deputy shift differential shall be as follows:**~~

~~Start time between 1:00 pm until 6:00 pm shall receive twenty (.20) per hour rate differential for all hours worked.~~

~~Start time between 6:01 pm until 5:00 am shall receive fifteen (.15) per hour rate differential for all hours worked.~~

I. HEALTH INSURANCE

A. Current plan design structure shall remain status quo for duration of the contract. Parties agree that the County reserves the right for a re-opener on Health Insurance in 3rd year of contract (see attached letter of agreement).

B. Both parties agree to work with representatives of each County labor group to design and implement an optional HRA to commence in 2010 (see attached letter of agreement).

II. WAGES.

January 1, 2009	1% increase
June 28, 2009	2% increase
January 1, 2010	1.5% increase
June 27, 2010	1.5% increase
January 1, 2011	2% increase
June 26, 2011	1% increase

III. DURATION.

Three year agreement.

LETTER OF AGREEMENT

This Agreement is entered into by and between Polk County ("County") and Polk County Wisconsin Professional Police Association (Law Enforcement Employee Relations) on behalf of the Polk County Sheriff's Department Field Services Association, Local #201, ("Union").

The parties hereby agree and stipulate to the following:

1. The County may re-open negotiations on the terms and conditions of the County's current Standard Health Insurance plan including, but not limited to, plan design changes for the third year of the 2009-2011 contract term.

2. The parties agree that should the County request to re-open negotiations on the Standard Health Insurance plan as described above, the Union reserves the right to re-open on wages.

3. The parties further agree that should the County elect to re-open, it shall notify the Union in writing no later than November 30, 2010.

4. This Agreement shall be non-precedential for any and all purposes.

5. This Agreement shall be binding and effective as of the date of its execution by the parties.

ON BEHALF OF THE COUNTY

By: _____

Personnel Committee Chair Date

ON BEHALF OF THE UNION WPPA – POLK COUNTY SHERIFF'S DEPARTMENT FIELD SERVICES ASSOCIATION, LOCAL 201

By: _____

Date

By: _____

Date

LETTER OF AGREEMENT

This Agreement is entered into by and between Polk County ("County") and Polk County Wisconsin Professional Police Association (Law Enforcement Employee Relations) on behalf of the Polk County Sheriff's Department Field Services Association, Local #201, ("Union").

The parties hereby agree and stipulate to the following:

1. The County agrees to collaborate with the Union under the terms and conditions of Article XIV, Section 4 to develop an optional HRA plan for implementation in 2010.

2. The parties agree that a new plan as developed under this agreement is considered an Optional Plan as defined under the terms and conditions of Article XIV, Section 3.

3. This Agreement shall be non-precedential for any and all purposes.

4. This Agreement shall be binding and effective as of the date of its execution by the parties.

ON BEHALF OF THE COUNTY

By: _____

Personnel Committee Chair — Date

ON BEHALF OF THE UNION WPPA – POLK COUNTY SHERIFF'S DEPARTMENT FIELD SERVICES ASSOCIATION LOCAL 201

By: _____

Date

By: _____

Date

LETTER OF AGREEMENT

This Agreement is entered into by and between Polk County ("County") and Polk County Wisconsin Professional Police Association (Law Enforcement Employee Relations) on behalf of the Polk County Sheriff's Department Field ServicesAssociation, Local #201, ("Union").

The parties hereby agree and stipulate to the following:

1. The parties agree that they shall meet and negotiate an alternative to the current plan as utilized under Article XXIII which may include changes to Plan Administrator, Trustee of Plan, and Plan Design to allow for conversion of accumulated sick leave cash on a pre-tax basis.

2. The parties agree that a new plan as defined by any changes listed above shall not be implemented without mutual agreement by both parties.

3. This Agreement shall be non-precedential for any and all purposes.

4. This Agreement shall be binding and effective as of the date of its execution by the parties.

ON BEHALF OF THE COUNTY

By: _____

Personnel Committee Chair Date

ON BEHALF OF THE UNION WPPA – POLK COUNTY SHERIFF'S DEPARTMENT FIELD SERVICES ASSOCIATION, LOCAL 201

By: _____

Date

By: _____

Date

STATE OF WISCONSIN)
) SS
COUNTY OF POLK)

I, Carole T. Wondra, County Clerk for Polk County, do hereby certify that the attached is a true and correct copy of Resolution No. 09-09 that was adopted by the Polk County Board of Supervisors on Jan. 20, 2009.

Carole T. Wondra
Carole T. Wondra
Polk County Clerk