



RESOLUTION # 10-5108

TO: HONORABLE MEMBERS OF THE LA CROSSE COUNTY BOARD OF SUPERVISORS

ITEM # 3415

BOARD ACTION

Adopted: 5-15-08
For: 29
Against: 1
Abs/Excd: 5
Vote Req: _____
Other Action: _____

EXECUTIVE COMMITTEE ACTION

Adopted: 5-7-08
For: 7
Against: -
Abs/Excd: 2

RE: ADOPTION OF CONTRACT FOR DEPUTY SHERIFFS' UNION

WHEREAS, La Crosse County and the Deputy Sheriffs/WPPA Union have concluded collective bargaining negotiations for a successor union contract covering the period 2007-2008, and ;

WHEREAS, the parties have reached voluntary tentative agreement on all issues raised through collective bargaining, after Mediation and the Union has voted to accept said tentative agreements;

NOW THEREFORE BE IT RESOLVED, that the Tentative Agreements for changes to the Deputy Sheriffs contract for 2007-2008, a copy of which Tentative Agreements are hereto attached, be ratified as the changes to the working agreement between La Crosse County and the Deputy Sheriffs, effective as specified in the agreement.

BE IT FURTHER RESOLVED, that the Personnel and Finance departments are authorized and directed to take such action as is necessary to implement the intent of this resolution.

FISCAL NOTE: The estimated cost of salary and fringe benefits for this settlement is \$73,479 for 2007 and \$ 98,408 for 2008 or a package increase of 3.64% over base for 2007 and 4.70% for 2008, for which contingency funding has been budgeted. There are 29 employees in this unit.

Date: May 7, 2008
[Signature]
EXECUTIVE COMMITTEE CHAIR

Date: May 7, 2008
Cheryl A. Stephen
RECORDING CLERK

	Approved	Not Approved	Reviewed Only
Co. Admin.	_____	_____	<u>30</u>
Fin. Director	_____	_____	<u>67</u>
Corp. Counsel	_____	_____	_____

Requested By: Steve O'Malley
Date Requested: April 30, 2008
Drafted By: Robert Taunt

Adopted by the La Crosse County Board This 15 Day of May, 2008.

STATE OF WISCONSIN
COUNTY OF LA CROSSE
I, Marion I. Naegle, County Clerk of La Crosse County do hereby certify that this document is a true and correct copy of the original resolution required by law to be in my custody and which the County Board of Supervisors of La Crosse County adopted at a meeting held on the 15th day of May 2008.
Marion I. Naegle
Marion I. Naegle, La Crosse County Clerk

**LA CROSSE COUNTY AND
DEPUTY SHERIFF'S ASSOCIATION, WPPA
TENTATIVE AGREEMENTS
April 17, 2008**

1. Article VII Holidays

Section 7.01 Holidays – Martin Luther King day – ~~add MLK day and delete President's Day~~

2. Section 8.02 – Housekeeping – Change the first sentence to read:

“8.02 In designating vacation time, ~~tenure~~ seniority will prevail in vacation choices from October 1st to December 1st; thereafter, the choice of vacation shall be on a "first come, first served" basis at the discretion of the Department Head.”

3. Article IX SICK LEAVE PAY –

Section 9.01 – Sick Leave – Housekeeping – Change the second paragraph to read:

~~“Upon employee request, additional sick leave may be granted by resolution of the County Board of Supervisors approval of the County Administrator upon recommendation of the Personnel Department on recommendation of the Finance and Personnel Committee approval of the County Administrator upon recommendation of the Personnel Department to any employee with ten (10) or more years of continuous employment with the County.”~~

4. 9.01 Employees shall be entitled to sick leave with pay after six (6) months or more of active employment. Commencing with the original day of employment, sick leave shall be earned at the rate of one (1) day, defined as eight (8) hours per month. Earned sick leave may be accumulated until a maximum of ~~150~~ 140 days has been reached. Thereafter, no additional accumulation shall be earned until the balance is below ~~150~~ 140 days, at which time sick leave will be credited on a biweekly basis for hours worked.

5. Section 9.04 – Housekeeping – Change the section to read:

~~“9.04 Any employee claiming sick leave shall complete a sick leave request on forms as provided by the La Crosse County Personnel Department. Said form being known as the Sick Leave Certification Form. Such forms will be available at the main office of each department. Forms shall be completed and filed with the Department Head by the fifth (5th) workday after return to work.”~~ Any employee claiming sick leave shall complete a sick leave request on forms as provided by the La Crosse County Personnel Department. Said forms are currently known as the Payroll Time Record. Applicable sick leave sections of the Payroll Time Record must be filled in prior to the time for turning in the form. If an employee is absent on the day for turning in the form the employee must notify the supervisor of the illness so that the Payroll Time Record can be filled in to qualify for sick leave pay.

6. Section 9.05 - Accumulated sick leave is not payable nor granted upon termination of employment, except those employees who retire under the Wisconsin Retirement System, either normal or disability retirement will be credited with ~~sixty percent (60%)~~ fifty (50%) of accumulation Protective Service only, of the sick leave accumulated to the date of retirement to be applied toward the Post Employment Health Plan (PEHP) exclusively. Effective December 31, 2006, those employees who retire under the Wisconsin Retirement System, either normal or disability retirement will be credited with fifty five (55%) of accumulation Protective Service only, of the sick leave accumulated to the date of retirement to be applied toward the Post Employment Health Plan (PEHP) exclusively. The value of the accumulated

sick leave shall be computed at the regular hourly rate in effect at the date of retirement, excluding shift differential or any other additions to the regular hourly rate. Should an employee die while still employed by the County, the above conversion shall be available to the employee's spouse and or dependents to be used to pay the hospital and surgical insurance cost (full premium) as may be charged for the County's group hospital and surgical insurance in accordance with plan regulations. Distribution and survivorship participation shall be according to the rules of the Internal Revenue Code.

If a member of this bargaining unit is promoted or leaves the unit, the members PEHP account will be frozen and not available except according to the Internal Revenue Services rules governing the PEHP plan.

9.05.1 Effective July 1, 2008, for the term of the Agreement, the employer shall contribute to the PEHP of each eligible employee the amount of \$18.75 per pay period. ~~(The Union agrees that the hourly rates in Article 20 effective July 1, 2008 will be reduced by twenty-five (\$.25) cents per hour across the board, in exchange for the County contribution to PEHP.)~~ The Union agrees that this twenty-five (\$.25) cent amount will be added to the hourly rates of Article 20 when wages are compared with other jurisdictions for arbitration or other comparable pay purposes.

Eligibility for participation shall be effective the 1st full pay period following completion of probation. Additionally, upon termination or retirement, any accumulated benefits which the eligible employee may be entitled to a payout of, under the terms of this contract, shall be deposited in said employee's PEHP account. Examples of benefits include, subject to contract rules, vacation, sick leave, holidays or comp time. Rules regarding deposit and accumulation as well as equal participation of members of the plan shall be according to the Internal Revenue Code.

7. Section 9.09 Funeral and Bereavement Leave – Change the section to read:
FUNERAL AND BEREAVEMENT LEAVE

~~9.09 If a death occurs among a member of the employee's immediate family, the employee will be excused from work to attend the funeral and make other necessary arrangements without loss of pay from the day of death until the day after the funeral, but not more than a total of three (3) days, except an additional day may be granted if the funeral is out of state, exceeding a distance of 300 miles. For purposes of this section, the immediate family is defined as; parents, brother, sister, children, spouse, grandchildren, grandparents, and in-laws as defined. Children shall include adopted or step children of current marriage of the employee.~~

If a death occurs among a member of the employee's immediate family, the employee will be excused from work to attend the funeral or memorial service, and make other necessary arrangements without loss of pay. For the following, funeral leave may be granted not to exceed three working days. Such absence may be granted for the day of the funeral or memorial service and two days immediately prior to or subsequent to the day of the funeral or memorial service, provided such days are workdays. An additional day may be granted if the funeral is out of state, exceeding a distance of 300 miles:

<u>Employee:</u>	<u>Spouse of Employee:</u>
Grandparents	Grandparents
Parents	Parents
Brother or Sister	Brother or Sister

Spouse	Children
(including step or adopted)	(including step or adopted)
Spouse of Child	Spouse of Child
Grandchildren	Grandchildren

For the following relations one day of funeral leave with pay will be granted to attend the funeral or memorial service:

<u>Employee:</u>	<u>Spouse of Employee:</u>
Spouse of Brother or Sister	Spouse of Brother or Sister
Aunt or Uncle	Aunt or Uncle

Paid bereavement leave is not chargeable to sick leave, nor payable if the funeral is held while the employee is on paid leave or excused absence from work.

8. Section 10.01 – Leaves of Absence – Change the section to read:
~~“10.01 Regular employees with at least twelve (12) months of service may be granted a leave of absence not to exceed sixty (60) calendar days in any one year if requested in writing and approved by the Law Enforcement Committee Sheriff. Unpaid leaves for employees with more than six (6) months of service, but less than twelve (12) months of service may be granted by the Law Enforcement Committee, providing further that said leave shall not exceed thirty (30) calendar days.”~~

“10.01 Probationary employees with at least six (6) months of service may be granted an unpaid leave of absence not to exceed sixty (30) calendar days in any one year if requested in writing and approved by the Sheriff. Regular employees who have completed probation may be granted an unpaid leave of absence not to exceed sixty (60) calendar days in any one year if requested in writing and approved by the Sheriff and the Personnel Department. Consideration will be given to extraordinary circumstances.”

9. Section 12.02.3 STEP 3 – If no settlement is reached, then the Association shall have ten (10) workdays from the date of the County’s response in Step 2, to appeal to the County ~~Employment Relations committee Administrator~~. An appeal hearing shall be scheduled within ten (10) workdays from the date of the appeal. A decision in writing shall be given to the Association and grieving employee within fifteen (15) workdays from the date of the hearing.

10. ARTICLE XIII INSURANCE – Change the section to read:

- 13.02 Effective with the January 2007 premium for February 2007 coverage, the County will contribute up to the total amount set forth below as ~~“health and dental” benefit~~ ~~“employer”~~ amount to the monthly premium of the County’s employee health and dental plans. The employee will bear the cost in excess of the County’s contribution for the option selected, designated ~~“employee”~~ amount.

	Employer	Employee
A. Family		
1. Franciscan Skemp PPO Deductible	\$ 1305.77	\$ 145.08
2. Gundersen Lutheran PPO Deductible	\$ 1305.77	\$ 145.08
3. Dental	\$ 68.40	\$ 20.39
B. Single		
1. Franciscan Skemp PPO Deductible	\$ 536.05	\$ 59.56
2. Gundersen Lutheran PPO Deductible	\$ 536.05	\$ 59.56

3. Dental

\$ 25.14 \$ 7.08

(Balance of the section to remain the same.)

11. Article XX Classification and Pay Grades

20.01 ARTICLE XX CLASSIFICATIONS AND PAY GRADES

Article 20 Classifications and Pay Grades – ATB

~~2.0% increase Jan 1, 2007 and~~

~~2.0% increase Dec 31, 2007~~

for all those employees on the payroll as of the date of Union ratification or award for 2007 and for those employed on the date of increase in 2008

12. Section 20.02 ~~Effective January 3, 2005~~, Employees working shifts that start between 2:00 p.m. and 10:00 p.m. shall receive a shift differential of sixty cents (60¢) ~~fifty cents (50¢)~~ per hour. Those employees working shifts that start between 10:00 p.m. and 12:00 a.m. midnight, shall receive a shift differential of sixty-five cents (65¢) ~~fifty-five cents (55¢)~~ per hour, such shift differential shall be included in the regular base pay and shall be for only hours worked during the above-said shift periods

13. Article 21 Effective July 1, 2008 existing Step 6 of the pay plan will require 66 months service and a new Step 7 attainable after 78 months of service shall be created with a rate of pay which is two (2.0%) above Step 6. Those employees who have reached 66 months of service by July 1, 2008 shall move to Step 6 and those who have reached 78 months of service by July 1, 2008 shall move to Step 7 on that date. After moving to the new step staff will progress normally by months of service to the next step. After July 1, 2008 progression to the steps will be by normal accumulation of service time. Modify existing language to reflect the new step and new progression under same section rules.

14. ~~T.A.~~ ARTICLE XXV DURATION

Amend the section to provide for a 2 year agreement for 2007 and 2008.

For the Union

Dated: _____

For the County

Dated: _____

Joe Durkin, Director of Field Services

Robert Taunt, Personnel Director

John Siegel, President

Steve O'Malley, County Administrator