

RESOLUTION # 7-2015

Resolution offered by Labor Relations Employee Services Committee.

Resolved by the Board of Supervisors of Oneida County, Wisconsin:

WHEREAS, the Labor Relations and Employee Services Committee (hereinafter, "Committee), Attorney Patrick Henniger, Human Resources Director, Finance Director, and Corporation Counsel have met on several occasions with representatives of the Oneida County Protective Association employees bargaining unit represented by WPPA (hereinafter, "Association"); and

WHEREAS, the Committee and the Association have reached a tentative agreement concerning the contract for calendar years 2015, 2016 and 2017; and

WHEREAS, the principal changes, modifications and improvements to the contract, set forth below, have been recommended by the Committee; and

WHEREAS, the Oneida County Board of Supervisors have reviewed the proposed changes for the purposes of ratification of the agreement between the Committee and the Association.

NOW, THEREFORE, BE IT RESOLVED, that the Oneida County Board of Supervisors does hereby ratify and approve the contract agreement referred to above for calendar years 2015, 2016 and 2017 as negotiated between the Committee and the Association.

BE IT FURTHER RESOLVED, the Union's contract for the years of 2015, 2016 and 2017 shall incorporate the following principal changes, modifications and improvements:

Voluntary settlement effective from January 3, 2015 through December 31, 2017.

- 1. Revise **Section 7.08 – Special Activity Compensation** as follows:

Section 7.08 - Special Activity Compensation: Special Activities for the purposes of this section shall include all time spent training (excluding out of county travel time to attend training), or performing duties associated with the following special activities: Drug Abuse Resistance Education, Field Training Officer, Special Response Team (including IC and negotiators), Bomb Squad, Dive Team, Crime Prevention Officer, and Certified Tactical Instructors (e.g., Firearms, Defense and Arrest Tactics, Vehicle Contact, Professional Communication, and Emergency Vehicle Operations Course). Employees performing Special Activities shall earn one (1) hour of pay, for each five (5) hours cumulative, worked in such activity(s).

- 2. Revise **Section 7.09 – Voluntary Employees Beneficiary Association (VEBA)** as follows:

... Section 7.09 - Voluntary Employees Beneficiary Association (VEBA): The County will make a per pay period deposit in each employees VEBA account equal to ~~\$91.66~~ (Upon ratification ~~January 3, 2015~~), ~~-\$93.04~~ (January 2, ~~2016~~), ~~-\$94.90~~ (December 31, ~~2016~~). The deposit amount shall be recalculated for each subsequent year of the

Deleted: \$85.85
Deleted: 2012
Deleted: \$87.57
Deleted: 2013
Deleted: \$88.44
Deleted: 2014
Deleted:), \$89.33 (July 1, 2014), and \$90.22 (effective last pay date 2014

52 agreement based upon the cost of living adjustment each year.

- 53
54 3. Delete **Section 9.04 – Meal Allowance**
55 4. Revise **Section 12.01 – Hospitalization** as follows:

56
57 Section 12.01 - Hospitalization: All employees who desire hospital and sickness
58 insurance, shall be included in the regular County program of hospital and sickness
59 insurance now in force, or as the same may be hereinafter modified or improved, the
60 County shall pay ninety-two percent (92%) of the premium and the employee will pay
61 eight percent (8%) of the premium. Effective January 1, 2016, the County shall pay
62 ninety-one percent (91%) of the premium and the employee will pay nine percent
63 (9%) of the premium and effective January 1, 2017, the County shall pay ninety
64 percent (90%) of the premium and the employee will pay ten percent (10%) of the
65 premium.

- 66
67 5. Revise **Section 12.02 – Health Benefits at Retirement** as follows:

68
69 Section 12.02 - Health Benefits at Retirement: An employee shall qualify for
70 health benefits at retirement under one of the following conditions.

- 71
72 1. An employee who is hired before January 1, 2011, and retires with a
73 minimum of twenty (20) years of continuous service with Oneida
74 County, at age 53 or older, and who begins receiving an immediate
75 annuity under the Wisconsin Retirement System (WRS), shall be
76 allowed to continue under the group hospital and surgical insurance
77 plan up to the minimum age at which Medicare begins. The County
78 agrees to pay the single plan rate for employees hired before January
79 1, 2011 with at least twenty (20) years continuous service and the
80 single plan rate, plus seventy-five dollars (\$75) to be applied to the
81 health plan premium cost of a single plus one or family plan, for
82 employees with at least twenty-five (25) years of continuous service
83 who are eligible to retire on or before December 31, 2011, for up to ten
84 (10) years; for employees with at least twenty (20) years of continuous
85 service and eligible to retire on or before December 31, 2012, for up to
86 nine (9) years; for employees with at least twenty (20) years of
87 continuous service and eligible to retire on or before December 31,
88 2013, for up to eight (8) years; for employees with at least twenty (20)
89 years of continuous service and eligible to retire on or before
90 December 31, 2014, and thereafter, for up to seven (7) years. In
91 addition to eligibility as noted above, retired employees may continue
92 their retiree health insurance coverage for an additional thirty-six (36)
93 months/three (3) years, provided they pay fifty percent (50%) of the
94 monthly premium. The employee shall have the option of carrying any
95 plan coverage above and beyond the single plan, provided the
96 employee pays the difference between the County's contribution and
97 the cost of the selected plan coverage.
98
99 2. An employee who retires from Oneida County after December 31, 2014
100 shall be placed on the same group health insurance plan as active
101 employees each year until they are eligible to participate in the Federal
102 Medicare Program. Grandfather Clause: Employees eligible to retire on

103
104
105
106
107
108
109
110
111
112
113
114
115
116
117

118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151

or before December 31, 2014 will be allowed to continue insurance coverage under Plans A, B, or C based on how they meet the qualifications listed in number 1 above for each plan.

- a. Plan A: Low deductible plan 250/500/500
- b. Plan B: High deductible plan 1000/1500/2000
- c. Plan C: High deductible plan 1000/1500/2000 with office copays

3. Grandfather clause: The retirement age of 53 shall be reduced to age 50 for that select group of employees actively employed on January 1, 2002, under the following conditions: (1) who qualify for and take an early retirement under the W.R.S. rules, and (2) with a minimum age of 50 and continuous years of service with Oneida County added together total 80 and (3) who meet all other requirements as described in this section.

4. An employee who retires from Oneida County under the following conditions;

- A: Between the age of 55 and eligible to participate in the Federal Medicare program, and
- B: With less than 20 years of continuous service to Oneida County, and
- C: Is receiving an annuity from the Wisconsin Retirement System,

Shall be allowed to continue under Oneida County's group hospital and surgical insurance plan up to the date that they are first eligible to participate in the Federal Medicare program, provided he/she pays the entire premium for such plan to the County each month.

6. Delete **Article 13 – Clothing and Maintenance Allowance.**

7. Add **Section 13.01 – PPE, Uniform and Maintenance Allowance** - as follows:

Section 13.01 – PPE, Uniform and Maintenance Allowance: The County shall provide a new deputy hired into the Sheriff's Department with an initial uniform and equipment as prescribed in Appendix "B" for his or her first year and fifty (\$50.00) dollars for the maintenance of issued uniforms in January beginning the second calendar year with the Department. Thereafter, all bargaining unit employees shall receive \$600.00 per year, the same to be used as uniform and maintenance allowance, including dry cleaning expenses which shall be paid on the payday next following the first day of January of the contract year. The uniform and maintenance allowance reimburses employees for acquiring, replacing or cleaning those items which are identified as set forth in Appendix "B". Deputy Sheriffs required to work in civilian clothes shall also receive the uniform and maintenance allowance as outlined in this section. The Sheriff's Department will re-issue and/or replace uniforms, personal protective equipment and tools damaged beyond repair in the performance of duties as set forth in Appendix "B". Partial payment shall be prorated on a

Deleted: The County agrees to deposit Twelve Thousand Dollars (\$12,000) into the employees Voluntary Employees Beneficiary Association (VEBA) Account upon retirement, or no later than December 31, 2013, for any employee eligible to retire according to the provisions of 12.02 Retiree Health Insurance on or before December 31, 2016.¶

Deleted: the employee's responsibility as

Deleted: when necessary

152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177

monthly basis for employees who terminate during the contract year.

8. Revise **Section 15.01 – Retirement Fund (Protective occupation Participants)** – as follows;
Section 15.01 - Retirement Fund (Protective occupation Participants): All employees shall continue to be covered by the Wisconsin Retirement Fund Program applicable to members of the Oneida County Sheriff’s Department. Employee’s shall pay the entire employee-required WRS contribution established for protective occupation participants with Social Security, but no more than the general employee contribution rate, as set forth in Wis. Stat. § 40.05(1)(a).

9. Revise **Section 20.01 – Duration** – as follows:
Section 20.01 - Duration: This Agreement shall become effective January ~~5, 3, 2015~~ and shall remain in effect through ~~December 31, 2017~~. All subsequent labor agreements shall begin the first day of the pay period closest to January 1st. The County agrees to not reduce the workday or workweek hours of bargaining unit employees during the term of this Agreement and Grievance 09-00367 is withdrawn by the Association.

10. Delete the last page of addendums to the contract regarding Health Plan Summary.

11. Update Appendix A as follows:

Deleted: Beginning on the April 28, 2012 pay period, each employee shall pay four percent (4%) of the employee’s gross wages/salary towards the employee-required Wisconsin Retirement System (WRS) contribution under Wis. Stat. § 40.05(1)(a). Effective January 1, 2013, each employee

Deleted: 1, 2012

Deleted: January 4, 2015

APPENDIX A

DEPUTY ASSOCIATION WAGE SCHEDULE Effective January 3, 2015

<u>CLASSIFICATION</u>	<u>Start</u>	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>
<u>Detective Sergeant</u>	<u>\$27.34</u>	<u>\$27.56</u>	<u>\$27.87</u>	<u>\$28.15</u>
<u>Sergeant</u>	<u>\$27.34</u>	<u>\$27.56</u>	<u>\$27.87</u>	<u>\$28.15</u>
<u>Patrolman</u>	<u>\$23.15</u>	<u>\$23.91</u>	<u>\$24.64</u>	<u>\$25.40</u>

DEPUTY ASSOCIATION WAGE SCHEDULE Effective January 2, 2016

<u>CLASSIFICATION</u>	<u>Start</u>	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>4th Year</u>
<u>Detective Sergeant</u>	<u>\$27.75</u>	<u>\$27.98</u>	<u>\$28.28</u>	<u>\$28.57</u>	<u>\$29.14</u>
<u>Sergeant</u>	<u>\$27.75</u>	<u>\$27.98</u>	<u>\$28.28</u>	<u>\$28.57</u>	<u>\$29.14</u>
<u>Patrolman</u>	<u>\$23.50</u>	<u>\$24.27</u>	<u>\$25.01</u>	<u>\$25.78</u>	<u>\$26.29</u>

DEPUTY ASSOCIATION WAGE SCHEDULE Effective December 31, 2016

<u>CLASSIFICATION</u>	<u>Start</u>	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>4th Year</u>
<u>Detective Sergeant</u>	<u>\$28.30</u>	<u>\$28.54</u>	<u>\$28.85</u>	<u>\$29.14</u>	<u>\$29.72</u>

<u>Sergeant</u>	<u>\$28.30</u>	<u>\$28.54</u>	<u>\$28.85</u>	<u>\$29.14</u>	<u>\$29.72</u>
<u>Patrolman</u>	<u>\$23.97</u>	<u>\$24.75</u>	<u>\$25.51</u>	<u>\$26.29</u>	<u>\$26.82</u>

178
179

12. Update Appendix "B" as follows:

180

APPENDIX "B"

181

The following items are issued to all new Deputy Sheriffs upon being hired:

182

183

1. Brown Stetson Hat with silver cord, acorns, and plastic cover

184

2. Fur Winter hat

185

3. Winter Jacket

186

4. Rain Jacket (Inclement Weather Safety jacket)

187

5. DOT Approved Traffic Safety Vest with Sheriff Placard front and back

188

6. 3 pairs of brown BDU style trousers, Class B

189

7. 3 long sleeve brown shirts, Class B

190

8. 3 short sleeve brown shirts, Class B

191

9. 1 pair of silver tan trousers, with brown stripe, Class A

192

10. 1 long sleeve brown shirt, with Silver tan pocket flaps and epaulets, Class

193

A

194

11. 1 short sleeve brown shirt, with silver tan pocket flaps and epaulets, Class

195

A

196

12. 2 silver tan ties

197

13. Tan colored special duty polo shirt

198

14. Dark brown special duty shorts

199

15. 2 silver name plates (first initial and last name)

200

16. 1 silver whistle

201

17. 1 silver whistle lanyard

202

18. 2 sets of silver collar brass (OCS)

203

19. 2 silver Deputy Sheriff Badges (for jacket and shirt)

204

20. 1 small silver hat badge (for Stetson or fur cap)

205

21. 1 basket weave black pants belt

206

22. 1 Sam Browne duty belt

207

23. 1 high retention holster

208

24. 1 double magazine pouch

209

25. 1 D cell size flashlight ring

210

26. 1 radio holder

211

27. 1 double handcuff pouch

212

28. 2 pairs of handcuffs

213

29. Rubber glove pouch

214

30. Key retainer

215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254

31. 26" ASP Baton
32. Baton Holder
33. Stinger Flashlight
34. Stinger Flashlight Holder
35. OC Spray
36. OC Spray Holder
37. Tactical Knife
38. Tactical Knife holder (Single magazine pouch)
39. 4 belt Keepers
40. Duty Weapon – Glock .45 Caliber pistol
41. 3 ammo magazine for Glock .45
42. Off duty holster
43. Badge Holder with necklace
44. Citation Holder
45. Squad Clipboard
46. Equipment or Duty Bag
47. Portable Radio
48. Body Armor (Concealable and appropriate threat level)

The following items will be issued to new Sergeants or Detective Sergeants upon promotion:

1. Gold whistle lanyard
2. 2 Gold Sergeant Badges (5 point Patrol, 7 point Detective)
3. 2 sets of gold Sergeant collar chevrons (Jacket and shirt)
4. 1 gold Hat Badge (Stetson or fur cap)
5. 1 set of Gold cord and Acorns for Stetson hat
6. 1 gold Sam Browne belt buckle
7. Gold snaps for Sam Browne belt equipment
8. 9 sets of Sergeant chevrons (18 sew on Sergeant chevrons for uniforms and jacket)

Deputy Sheriffs, Sergeants, and Detective Sergeants are all given a uniform allowance to pay for the replacement of items listed above should they become worn beyond use. The Department also recognizes that equipment and uniforms will be replaced at department expense when they are damaged beyond repair in the performance of duties. When such an incident occurs the officer should immediately report the incident to their division commander with an explanation of

255 how the damage occurred, and request replacement of the item. The Division
256 Commander will decide whether the item was damaged in the performance of
257 duties and should therefore be replaced.

258
259
260 The Department shall pay for replacement of the following equipment when it is
261 expired or deemed no longer suitable for use:

- 263 1. Body Armor (concealable and with the appropriate threat level)
- 264 2. Duty Weapon and ammo magazines
- 265 3. Ammunition pouches
- 266 4. Portable Radio
- 267 5. Holsters
- 268 6. Traffic Safety Vest (DOT approved with Sheriff Placard front and back)

269
270 13. The Union shall ratify this agreement no later than January 31, 2015.

271 A fiscal impact statement is attached hereto and made a part hereof.

272
273 Vote Required: Majority = _____ 2/3 Majority = _____ 3/4 Majority = _____

274
275 The County Board has the legal authority to adopt: Yes _____ No _____ as reviewed by
276 the Corporation Counsel, _____, Date: _____

277
278 Approved by the Labor Relations Employee Services Committee this 5th day of January 2015.

279
280
281 **Consent Agenda Item: _____ YES _____ NO**

282
283 Offered and passage moved by:

Supervisor

Supervisor

Supervisor

Supervisor

Supervisor

284
285
286
287
288
289
290
291
292
293
294
295 _____ Ayes

296
297 _____ Nays

298
299 _____ Absent

300

Deleted: New members of the Oneida County Sheriff's Department shall receive full paid uniforms as follows: ¶

¶ PATROL ISSUE ITEMS ¶

- ¶
1. Stetson hat with accessories.¶
 2. Fur winter hat with accessories.¶
 3. Winter jacket.¶
 4. Inclement weather safety jacket.¶
 5. Trousers (4).¶
 6. Shirt, short sleeve (4).¶
 7. Shirt, long sleeve (4).¶
 8. Special duty shorts.¶
 9. Special duty polo shirt.¶
 10. Name plates (2).¶
 11. Whistle with lanyard.¶
 12. Collar brass (2 sets).¶
 13. Shirt badge.¶
 14. Jacket badge.¶
 15. Sam Browne belt including with accessories.¶
- <#>Holster (2)¶
<#>Magazine Pouch ¶
<#>Flashlight Ring ¶
<#>Handcuff Case ¶
<#>Glove Pouch ¶
<#>Key Retainer ¶
<#>Baton with holder ¶
<#>Flashlight with holder ¶
<#>OC Spray with holder ¶
<#>Knife with case ¶
16. Weapon.¶
 - <#>Ammo magazine (3)¶
 17. Handcuffs with keys (2 sets).¶
 18. Squad clipboard.¶
 19. Citation Holder¶
 20. Equipment/duty bag.¶
 21. Traffic template.¶
 22. Body armor concealed with carrier.¶
 23. Oneida County plat book.¶
 24. Oneida County rural road directory.¶

301 _____Abstain

302

303 _____ Adopted

304

305 by the County Board of Supervisors this 20th day January, 2015.

306

307 _____ Defeated

308

309

310 _____
Mary Bartelt, County Clerk

David Hintz, County Board Chair

ONEIDA COUNTY	
FISCAL IMPACT	
DEPUTY UNION	
	Increased Annual Cost
1.60%	2015
Wages	26,652
Social Security	2,039
Retirement-er Share	2,567
Workers Comp	629
VEBA	<u>1,239</u>
	33,125
	Increased Annual Cost
1.50% + Additional Step-Year 4	2016
Wages	47,592
Social Security	3,641
Retirement-er Share	4,583
Workers Comp	1,123
VEBA	<u>1,180</u>
	58,119
	Increased Annual Cost
2.00%	2017
Wages	34,800
Social Security	2,662
Retirement-er Share	3,351
Workers Comp	821
VEBA	<u>1,596</u>
	43,231
Revenue Source: Tax Levy	