

Buffalo County Resolution



Drafted By:
Sonya J. Hansen
Presented Month/Year:
December 2018
Involved Committees:
Finance Committee

County Department:
Administration
Fiscal Impact: YES / NO
AC Approved: YES / NO

RESOLUTION # 18-12-11

A RESOLUTION TO RATIFY BUFFALO COUNTY LAW ENFORCEMENT OFFICERS WPPA/LEER COLLECTIVE BARGAINING AGREEMENT

WHEREAS, negotiations were undertaken by and between the County and the Buffalo County Law Enforcement Officers WPPA/LEER with regard to their Collective Bargaining Agreement; and,

WHEREAS, the Human Resource Committee, at its meeting on December 10, 2018 has reviewed the tentative e settlement for the period of January 1, 2019 through December 31, 2021 (a summary of which is attached and incorporated herein as Exhibit A); and,

WHEREAS, the Buffalo County Law Enforcement Officers WPPA/LEER are in agreement with said proposal; and,

WHEREAS, the Human Resource Committee recommends to the full County Board of Supervisors that it ratify said Collective Bargaining Agreement, a summary of which is attached hereto as Exhibit A for the term as stated above.

NOW, THEREFORE BE IT RESOLVED, that the Buffalo County Board of Supervisors hereby goes no record in ratifying the Collective Bargaining Agreement by and between Buffalo County and the Buffalo County Officers WPPA/LEER for the term of January 1, 2019 through December 31, 2021, as incorporated in the Tentative Settlement attached as Exhibit A to this Resolution.

Adopted at a duly called and noticed meeting of the Buffalo County Board of Supervisors on the 17th day of December, 2018.

Bexann M. Halverson
County Clerk

ATTEST:

Mary Anne McMillen Urell
County Board Chairperson

Human Resource Committee

Larry Grisen
Larry Grisen

Donald Hillert
Donald Hillert

Bernard Brunkow
Bernard Brunkow

Michael Taylor
Michael Taylor

Nathan Nelson
Nathan Nelson

Finance Committee

Excused
Larry Grisen

Maryanne McMillan Urell
Mary Anne McMillan Urell

David Danzinger
David Danzinger

Donald Hillert
Donald Hillert

Nettie Rosenow
Nettie Rosenow

ANTICIPATED FINANCIAL IMPACT STATEMENT:

2019 Budget (approximate):	
Salary & Benefits	\$ 808,399
2020 Budget (approximate):	
Salary & Benefits	\$ 835,977
2021 Budget (approximate):	
Salary & Benefits	\$ 865,939

**TENTATIVE AGREEMENT
BETWEEN
BUFFALO COUNTY
AND
BUFFALO COUNTY LAW ENFORCEMENT OFFICERS
WPPA/LEER**

December 7, 2018

The terms of the 2017-18 agreement between the parties shall become the terms of the 2019-21 agreement with the following changes:

County No. 1:

ARTICLE III – FAIR SHARE

~~Delete~~ and replace with the following:

ARTICLE III – DUES DEDUCTIONS

- a. The Employer agrees to deduct monthly dues in the amount certified by the WPPA/LEER from the pay of employees who individually sign a dues deduction authorization form supplied by the WPPA/LEER affirmatively consenting to the deduction of dues from the employee's paycheck. In addition, the Local Association may authorize local dues which shall be deducted in conjunction with the WPPA/LEER dues.
- b. It shall be WPPA/LEER's responsibility to obtain dues authorization forms from new employees and provide them to employer no less than 30 days prior to the date in which dues deductions are to commence.
- c. The employer shall notify the WPPA of all new hires of the bargaining unit within 30 days of their start date.
- d. The Employer shall deduct the combined dues amount each month for each employee requesting such deduction, upon receipt of such form and shall remit the total of such deductions, with a list of employees from whom such sums have been deducted, to WPPA/LEER or Local Association if applicable in one lump sum not later than the end of each month.
- e. Authorization of dues deduction by a voluntary member may be revoked upon notice in writing to the Employer, WPPA or to the Local Association.
- f. No employee shall be required to join the Association, but membership in the Association shall be made available to all employees in the bargaining unit who apply consistently with the either the WPPA or local Association Constitution and

By-Laws. No employee shall be denied membership because of race, creed, color, sex or other legally protected class status.

- g. It is expressly understood and agreed that WPPA/LEER will refund to the employer or the employee involved any dues erroneously deducted by the employer and paid to WPPA/LEER and/or the Local Association. WPPA/LEER shall indemnify and hold the employer harmless against any and all claims, demands, suits, order, judgments or any other forms of liability against Employer which may arise out of employer's compliance with this Article.

County No. 4:

ARTICLE XIX - LONGEVITY - Delete in its entirety, as follows:

~~Effective January 1, 1980, all bargaining unit employees shall be granted longevity pay of two dollars (\$2.00) per month for each month of full-time service. The longevity payment will be made annually as soon as possible after December 20.~~

~~For employees who work less than the full year, longevity shall be paid on a prorated basis based on the number of full months worked during the year. (For example: an employee started on 1/1/72 and worked through 07/20/82; 126 months x \$2/month = \$252 divided by 12 months = \$21/month x 6 months = \$126 longevity payout.)~~

County No. 5, modified to accept Association 6:

ARTICLE XXIV - DURATION, Section 1
Three (3) year (2019-2021) Agreement.

County No. 6:

WAGES

January 1, 2019	3%
January 1, 2020	1.5%
July 1, 2020	1.5%
January 1, 2021	1.5%
July 1, 2021	1.5%

Association No. 4:

Change reference from "Investigator" to "Detective" throughout agreement.

County No. 7 and Association No. 5 (as modified):

SIDE LETTER OF AGREEMENT - on Twelve (12) Hour Shifts
Incorporate into successor agreement and add:

8. The Sheriff has the right to establish new positions with alternative work schedules as long as the annual number of scheduled hours is equal to that of a deputy position, based upon the needs of the office of the Sheriff. It is anticipated that the alternative positions will be based upon a 5-2 Monday through Friday schedule. Nothing precludes the Sheriff from reverting an alternative schedule to that of a normal patrol schedule.

ARTICLE XVII – HOURS OF WORK

Amend Section 4, Shift Selection, paragraphs C & H as follows:

* * *

- C. Shift day off rotations shall be exercised every other year whenever a vacancy occurs and the officer filling the vacancy has completed his/her training. The picks for shift rotation in 2023 for the 2024 schedule will occur in the even year for the upcoming odd year by October 10, 2023. Thereafter, shift day off rotations shall be exercised every four (4) years.

* * *

- H. By mutual agreement between affected Association members and the Sheriff, members may trade rotations outside of the "even number year" agreement.

County No. 8 and Association No. 5:

SIDE LETTER OF AGREEMENT – on Patrol Sergeant
Continue as Side Letter for duration of contract.