

## EXECUTIVE COMMITTEE

DATE: Tuesday, December 19, 2017  
TIME: 12:30 p.m.  
LOCATION: Wood County Courthouse, Room 114

1. Call meeting to order
2. Public comments
3. Discuss grievance from Deputy Sheriff's Association
4. Motion to go into closed session to discuss Wis. Stats 19.85 (1) (e) "Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session."
5. Motion to return to open session
6. Consider any agenda items for next meeting.
7. Adjourn



# Wood County

## WISCONSIN

### HUMAN RESOURCES DEPARTMENT

#### Interdepartmental Memo

December 12, 2017

To: Ed Wagner, Donna Rozar, Hilde Henkel, Al Breu, Mike Feirer, Bill Clendenning  
and Lance Pliml

From: Warren Kraft  
Director of Human Resources

Subject: Grievance 17-00475, Wood County Deputy Sheriff's Association  
Court Call-in Provision, Article 5.03E

The Committee is asked to review the grievance filed by the Deputy Sheriff's Association concerning a directive regarding court call-in procedures.

Under the contract, a grievance is a dispute concerning the interpretation or application of this contract. On September 21, 2017, a directive was issued ordering deputies not to call in [for the status of their next day's court appearance(s)] until 1:30 p.m. on the business day preceding court. The Union timely filed a grievance requesting that the directive be rescinded. On September 28, 2017, a second directive was issued. This one orders the deputy to report to the Sheriff's Department, to work the number of hours listed in the Collective Bargaining Agreement for court call-in pay, if the deputy did not follow the 1:30 p.m. directive. (Though no grievance was specifically filed to challenge this latter directive, the Association has taken a position that the two directives are tied together for purposes of this one pending grievance.)

Per the steps to the Grievance Process, the parties met with the Sheriff, who denied the grievance. Thereafter the parties met with me to discuss the issues raised by the grievance, and I denied it. The next step, prior to filing for arbitration, is Executive Committee review.

Attached is the supporting paperwork for the Committee's review. In essence, as stated in its November 7, 2017 appeal to the Committee, the Association argues that the first directive to change the call-in time is a violation of the Agreement and contrary to a long-established past practice. The effect is to unilaterally change the wages, hours and conditions of employment that must be negotiated. Similarly, the Association argues that the second directive is a unilateral action that also must be negotiated. Its sought-after remedy is an order to rescind the two directives and that the established past practices must be followed until a new Letter of Agreement or successor labor agreement is reached.

The clause at issue currently reads: "All deputies must contact the Sheriff's Department clerical staff the last business day prior to a scheduled hearing to determine the status of that hearing. If the deputy is instructed to report for court as scheduled and the hearing is subsequently canceled,

said deputy shall be paid court time minimum.” In practice, the courts have set an 11:30 a.m. deadline by which time the litigants may cancel a trial on the business day before the trial. After the lunch hour concludes, the District Attorney's Office notifies the Sheriff's Department of the trial cancelations. Under the Association's position, a deputy who calls in first-thing in the morning, prior to the court deadline, is entitled to court pay. The Sheriff's directive was issued to impose a deadline where none is writing in the contract, which potentially saves overtime cost.

The Sheriff posits that the directive is within his management rights as preserved in the contract. Consistent with the Sheriff's position, I denied the grievance premised that (a) the management rights paragraph preserves to the Sheriff all rights “not specifically abrogated by the specific written terms” of the agreement, and (b) Article 5.03 E contains no specific time-of-day reference as to “by when” the employee calls in on the business day before trial, thus preserving the Sheriff's management right.

The issue before the Committee is two-fold: (a) do the two directives violate the contract, or well-established past practice, in that it unilaterally changes wages, hours and conditions of employment; or, are the directives legitimate exercises of the Sheriff's management rights as reserved in Article 2 of the agreement; and (b) if the Committee finds the directives to be a unilateral change that is not within the Sheriff's management rights, what is the remedy? The Association seeks rescission of both directives until the parties can negotiate their impact on the wages, hours and conditions of employment.

The parties will be present for the Committee meeting to assist its review of this grievance.

Thank you very much.

Cc: Sheriff Thomas Reichert (w/enc)  
Richard Burghaus, WPPA (w/enc)

# WISCONSIN PROFESSIONAL POLICE ASSOCIATION

Law Enforcement Employee Relations Division • Supervisory Officers Relations Division • Civilian Employee Relations Division

November 7, 2017

Mr. Ed Wagner, Chair  
Wood County Executive Committee,  
400 Market St.  
Wisconsin Rapids, WI 54495

RECEIVED  
NOV 09 2017  
WOOD COUNTY HUMAN  
RESOURCES

RE: Grievance 17-00475  
Wood County Deputy Sheriff's Association  
Court Call-in Provision, Article 5.03E

Dear Mr. Wagner:

The WPPA on behalf of the Wood County Deputy Sheriff's Association has filed a grievance regarding Article 5.03E of the CBA – Court Time provisions, Court Call-in procedures. The grievance has not been satisfactorily resolved and the Association desires to proceed to Step 4 of the Grievance procedure in Article 19 – Grievance Procedure, Section 19.04: Steps in Procedure.

Article 5, Section 5.03E states: All deputies must contact the Sheriff's Department clerical staff the last business day prior to a scheduled hearing to determine the status of that hearing. If the deputy is instructed to report for court as scheduled and the hearing is subsequently canceled, said deputy shall be paid court time minimum.

On September 21, 2017 Capt. Shawn Becker issued a directive ordering deputies to not call in prior to 1:30 p.m. on the last business day. The Association contends this is a violation of Article 5.03E in that it changes the hours, wages or conditions of work and any such changes to the CBA must be negotiated. The Association filed grievance 17-00475 to that effect dated September 22, 2017.

On September 28, 2017 Capt. Shawn Becker issued a second directive ordering deputies to report to the Sheriff's Department for the number of hours listed in the CBA for court call-in pay if they did not follow the 1:30 p.m. call-in directive. This is a change in the long-standing practice and intention that the deputies were able to be paid court time minimum in compensation for short notice court cancellations. This also results in a change to the wages, hours or conditions of work all which must be negotiated under ss. 111.70.


### **History of Court Call-in:**

- \* Pay for Court on off duty/days off was in the original CBA (1977) between the 2 parties.
- \* 1987 – 1988 CBA: language additions were made and agree upon by the parties.
- \* 1997-1999 CBA: the language was amended requiring deputies to call-in to the Sheriff's Dept. 24 hours prior or the last business day prior to scheduled court.
- \* 2000-2002 CBA: the language was amended requiring deputies to call the District Attorney's office 24 hours prior or the last business day prior to scheduled court.
- \* The language remained unchanged and was included in the 2013-2015 CBA.
- \* In May of 2014 Sheriff's Department Administration approached the Association seeking to amend the Court Call-in procedure. The parties agreed to a letter of understanding and that was signed and put into effect May 16, 2014.

Since the 2000-2002 CBA the language has been "the last business day" and the deputies have followed the contract language. The practice of calling in at various times the "last business day" as the individual deputies schedule allowed has been established between the parties. The Association is not aware of any discussions/understanding by the parties that there was a "do not call before time" ever established. The understanding was "the last business day" prior to the scheduled court.

**Remedy:** The directives dated September 21, 2017 and September 28, 2017 be rescinded and The procedures and the established past practices be followed until such time as a Letter of Agreement or Successor bargaining agreement are reached.

Sincerely,



Rich Burghaus  
Business Agent/WPPA

1977.

#### ARTICLE IV - OVERTIME

1) Employees will be compensated at the rate of time and one-half based on their normal rate of pay, for all hours worked in excess of eight (8) hours of work per day, or forty (40) hours per work week, but not both. (Exception: Deputies work six (6) days on and two (2) off, which is forty-eight (48) hours per work period. This is adjusted to forty (40) hours per week by Kelly Day allowance. When a deputy works his own Kelly Day, he shall be compensated at straight time.)

2) When the employee is called to work during his off-duty time he shall be paid a minimum of two (2) hours at his regular rate of pay plus time and one-half at his regular hourly rate for hours actually worked. Off-duty time is defined as time when the officer is not actually scheduled to be on duty, but is called to duty at a time other than his regular duty schedule.

3) An officer required to be in Court on off-duty time shall be paid a minimum of three (3) hours at time and one-half.

4) An officer required to be in Court on his day off shall be paid a minimum of four (4) hours at time and one-half.

#### ARTICLE V - RANGE TIME

Any employee who shoots at the range on his day off or on his off-duty time shall be entitled to two (2) hours compensatory time off.

#### ARTICLE VI - VACATION

Each employee shall receive an earned vacation leave with pay as follows:

1. As to first year employees, one day vacation for each month of service in the first year of employment, which vacation

1987-1988

time, the employee shall be entitled to court time.

B. If a trial is cancelled any time during the day of the scheduled trial and the deputy is working the day shift, the deputy shall not be entitled to court time.

C. If a deputy is working the day shift and court continues beyond the end of his/her shift, he/she shall be paid at the overtime rate for the hours in excess of normal hours and shall not be entitled to court time.

D. Deputies who have court cancellations and have not been notified after working their normally scheduled shift, shall be paid for the court time minimum.

E. Court time will be allowed for lunch time, as designated by the court.

An officer required to be in Court on off-duty times shall be paid a minimum of three (3) hours at time and one-half. An officer required to be in Court on his day off shall be paid a minimum of four (4) hours pay at time and one-half.

#### ARTICLE VI - RANGE TIME

Any employee who shoots at the range on his day off or on his off-duty time shall be entitled to two (2) hours pay at time and one-half or three (3) hours compensatory time.

#### ARTICLE VII - VACATION

Each employee shall receive an earned vacation leave with pay as follows:

1. As to first year employees, one day vacation for each month of service in the first year of employment, which vacation shall accrue on the 31st day of December of the first year of employment.

2. Thereafter, employees shall receive an earned vacation leave with pay as follows:

- a. Two (2) weeks vacation after one (1) year of service;
- b. Three (3) weeks vacation after seven (7) years of service;
- c. Four (4) weeks vacation after fourteen (14) years of service;
- d. Five (5) weeks vacation after twenty (20) years of service.

3. Vacation weeks shall be scheduled work weeks in

1 Employer fails to notify the employee that it has been cancelled, the employee shall be entitled  
2 to court time.

3 B. If a trial is cancelled any time during the day of the scheduled trial and the deputy is working  
4 the day shift, the deputy shall not be entitled to court time.

5 C. If a deputy is working the day shift and court continues beyond the end of their shift, they  
6 shall be paid at the overtime rate for the hours in excess of normal hours and shall not be  
7 entitled to court time.

8 D. Any deputy who reports for a hearing and has not been notified prior to the completion of  
9 their normal two (2) days off that the hearing has been cancelled shall be paid the court time  
10 minimum. Any deputy who is on vacation or on their normal days off which have been  
11 extended by compensatory days must contact the Sheriff's Department 24 hours prior to a  
12 scheduled hearing to determine the status of that hearing. If upon so checking, the deputy  
13 is instructed to report for court as scheduled and so reports, and the hearing is subsequently  
14 cancelled, said deputy shall be paid the court time minimum.

15 E. Court time will be allowed for lunch time, as designated by the Court.

16 A deputy required to be in court on off-duty times shall be paid a minimum of three (3) hours at time  
17 and one-half. A deputy required to be in court on their day off shall be paid a minimum of four (4)  
18 hours pay at time and one-half.

19 Section 5.04. Deputies who are required to attend inservice or other related sessions on off duty  
20 time would be compensated at one and one-half times their normal hourly rate for time actually spent  
21 in training, plus travel time, not to exceed thirty (30) minutes.

22 When an employee is required to attend mandatory training on off duty days, they shall  
23 receive a minimum of four (4) hours pay at the time and one-half rate. Where mandatory training falls  
24 short of four (4) actual hours, travel time will be considered part of the four (4) hours pay.

## 25 ARTICLE 6 - RANGE TIME

26  
27 Section 6.01. Any employee who shoots at the range on their day off or on their off-duty time shall  
28 be entitled to two (2) hours pay at time and one-half or three (3) hours compensatory time.  
29



- B. If a trial is canceled any time during the day of the scheduled trial and the deputy is working the day shift, the deputy shall not be entitled to court time.
  - C. If a deputy is working the day shift and court continues beyond the end of their shift, they shall be paid at the overtime rate for the hours in excess of normal hours and shall not be entitled to court time.
  - D. All deputies must contact the District Attorney's Office within the 24 hour time period or the last business day prior to a scheduled hearing to determine the status of that hearing. If the deputy is instructed to report for court as scheduled and the hearing is subsequently canceled, said deputy shall be paid court time minimum.
  - E. Court time will be allowed for lunch time, as designated by the Court.
- A deputy required to be in court on off-duty times shall be paid a minimum of three (3) hours at time and one-half. A deputy required to be in court on their day off shall be paid a minimum of four (4) hours pay at time and one-half.

Section 5.04. Deputies who are required to attend inservice or other related sessions on off duty time would be compensated at one and one-half times their normal hourly rate for time actually spent in training, plus travel time, not to exceed thirty (30) minutes.

When a deputy is required to attend mandatory training on off duty days, they shall receive a minimum of four (4) hours pay at the time and one-half rate. Where mandatory training falls short of four (4) actual hours, travel time will be considered part of the four (4) hours pay.

#### ARTICLE 6 - USE OF FORCE TRAINING TIME

Section 6.01. Any deputy who attends the use of force instruction/training on their day off or on their off-duty time shall be entitled to two (2) hours pay at time and one-half or three (3) hours compensatory time.

#### ARTICLE 7 - VACATION

Section 7.01. All full-time deputies are eligible to earn and accrue paid vacation. The deputy shall work the majority of scheduled workdays during the month for which vacation credit is to accrue except for time spent on paid vacation, sick leave, or Worker's Compensation.

actually scheduled to be on duty, but is called to duty at a time other than their regular duty schedule.

Section 5.03. Court Time shall be defined as follows:

Any pre-trial, preliminary trial, mental hearing or showing of video tape, or any preparation for a judicial function as approved by the Sheriff or his representative.

- A. Patrol Deputies. Court appearances for trials will allow the flexing of duty hours by administration allowing the patrol deputy to attend to the court trial by not having to work multiple shifts without sufficient off duty hours. Court time attended by the flexing of hours for trials would not be subject to court pay. Court appearances for other reasons will follow the collective bargaining Agreement.
- B. If a deputy is ordered to appear in court during their off-duty time or day off and the Employer fails to notify the deputy that it has been cancelled, the deputy shall be entitled to court time.
- C. If a trial is canceled any time during the day of the scheduled trial and the deputy is working the day shift, the deputy shall not be entitled to court time.
- D. If a deputy is working the day shift and court continues beyond the end of their shift, they shall be paid at the overtime rate for the hours in excess of normal hours and shall not be entitled to court time.
- E. All deputies must contact the District Attorney's Office within the 24 hour time period or the last business day prior to a scheduled hearing to determine the status of that hearing. If the deputy is instructed to report for court as scheduled and the hearing is subsequently canceled, said deputy shall be paid court time minimum.
- F. Court time will be allowed for lunch time, as designated by the Court.

A deputy required to be in court on off-duty times shall be paid a minimum of three (3) hours at time and one-half. A deputy required to be in court on their day off shall be paid a minimum of four (4) hours pay at time and one-half.

Section 5.04. Deputies who are required to attend in-service or other related sessions on off duty time would be compensated at one and one-half times their normal hourly rate for time actually spent in training, plus travel time, not to exceed thirty (30) minutes.

When a deputy is required to attend mandatory training on off-duty days, they shall receive a minimum of four (4) hours pay at the time and one-half rate. Where mandatory training falls short of four (4) actual hours, travel time will be considered part of the four (4) hours pay.



# Wood County

## WISCONSIN

### HUMAN RESOURCES DEPARTMENT

November 6, 2017

Mr. Rich Burghaus  
Business Agent, WPPA  
839 Malibu Dr  
Medford WI 54451

Via email only  
rburghaus@wppa.com

RE: Grievance 17-00475  
Wood County Deputy Sheriff's Association  
Court Call-in Provision, Article 5.03 E

Dear Mr. Burghaus:

Again my appreciation to you and the Association for the continuing information provided surrounding the development of this clause and the Association's understanding of its meaning. Additionally, thank you for agreeing to toll time limitations in the grievance process to accomplish these various tasks.

I am denying the grievance for this reason: Article 2 MANAGEMENT RIGHTS reserves to the Employer all rights, etc., which are not specifically abrogated by the specific written terms of this Agreement. The Employer right to take unilateral action is also retained unless such right is specifically abrogated by the clear and unambiguous written terms of this Agreement.

Article 5.03 E contains no specific time-of-day reference as to "by-when" the employee calls in on the business day before trial. The history of this provision, and changes since its first inclusion into the contract, that the Association provided to me, indicate that the Association never addressed a time-of-day provision. As such, by terms of Article 2, the Employer has reserved its management right to take unilateral action to establish this time-of-day.

Please note that, even though this denial may advance the grievance further into the process, the Employer remains willing to discuss its implications with the Association.

Kindly advise if you have any questions. Thank you very much.

Sincerely,

  
Warren P. Kraft  
Director, Human Resources

Cc: Sheriff Thomas Reichert  
Scott Goldberg (via email)

## Warren Kraft

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**From:** Rich Burghaus <rburghaus@wppa.com>  
**Sent:** Wednesday, November 1, 2017 11:32 AM  
**To:** Warren Kraft  
**Cc:** Scott Goldberg  
**Subject:** RE: Greivance 17-00475  
**Attachments:** Archived attachment list.txt



Good morning Warren,

The provision for court time pay has been in the CBA since 1977, it was modified in the 87-88, 97-99 and 00-02 CBA's through the negotiating process. That language remained until 2014 when the Sheriff's Administration asked the Association to amend the language to address several issues. Those being the 24 hour time period before court language and that the Deputies are to contact the Dept. clerical staff vs the D.A's office to inquire on case status. The terms "the last business day prior" was negotiated into the 00-02 CBA. The term Business Day establishes a specific time frame in which deputies are to contact the department, no other specific time was discussed by either party. Since the effective date of the Letter of Understanding the practice has been established and allowed, of deputies calling at various times during the "business day prior" to verify the court appearances.

This also occurred prior to the change with the LOA.

There has not been a "do not call before" rule/policy or directive.

The purpose of the court time pay is to compensate deputies for the inconveniences caused to their off duty time. I have attached the related contract excerpts.

Thank you

Rich

**From:** Warren Kraft [mailto:wkraft@co.wood.wi.us]  
**Sent:** Monday, October 30, 2017 11:11 AM  
**To:** Rich Burghaus <rburghaus@wppa.com>  
**Cc:** Thomas Reichert <treichert@co.wood.wi.us>; Randal Dorshorst <rdorshorst@co.wood.wi.us>; Shawn Becker <sbecker@co.wood.wi.us>; Scott Goldberg <sgoldberg@co.wood.wi.us>  
**Subject:** RE: Greivance 17-00475

Good morning, Rich

Pending receipt of other details that might help me understand the back story to this clause and its adjustment found in the current agreement, I will deny the Step 3 of the Grievance Procedure, with this caveat: if there is any further information that can be forwarded, I seek to reserve the right to revisit this question before proceeding to arbitration.

To that end, I am totally agreeable to tolling any deadlines while this information process remains underway. Please do not misunderstand my stance for needlessly delaying the process. Rather, it is trying to

I would appreciate the courtesy of having those materials in hand, before Time Limits begin anew, so that I have all the information that the Association wishes me to have as I evaluate the Grievance and can then make a truly informed decision before proceeding.

Thank you for those courtesies.

Warren Kraft, Director  
Wood County Human Resources  
[wkraft@co.wood.wi.us](mailto:wkraft@co.wood.wi.us)  
P: 715.421.8457 F: 715.421-8692



Please consider the environment before printing this e-mail

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# WISCONSIN PROFESSIONAL POLICE ASSOCIATION

Law Enforcement Employee Relations Division • Supervisory Officers Relations Division • Civilian Employee Relations Division

October 23, 2017

To: Mr. Warren Kraft  
Human Resource Director, Wood County, Wisconsin

Fr: Rich Burghaus  
Business Agent, WPPA

Re: Grievance 17-00475

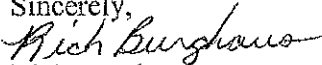
RECEIVED  
OCT 25 2017  
WOOD COUNTY HUMAN  
RESOURCES

Dear Mr. Kraft

The Wood County Deputy Sheriff's Association wishes to proceed with Step 3 of the Grievance procedure. Upon receipt of this letter the Time Limits will begin anew.

The Associations position is that this is a change in the working conditions and thus are a mandatory subject of bargaining and cannot be changed through a directive.  
The Association demands the directive(s) be rescinded and the provisions of Article 5.03 E of the CBA be followed.

I have also enclosed Letters of Understanding from previous Changes to this Article.

Sincerely,  
  
Rich Burghaus  
Business Agent, WPPA

C:Scott Goldberg, President, WPPA Local 95

## LETTER OF AGREEMENT

The County of Wood and the Wood County Deputy Sheriffs' Association local of the Wisconsin Professional Police Association/LEER by this LETTER OF AGREEMENT agree to modify the current 2013-2015 Collective Bargaining Agreement concerning the Court Time notification in Section 5.03, as follows:

B. If a deputy is ordered to appear in court during their off-duty time or day off and the Employer fails to notify the deputy that it has been cancelled, the deputy shall be entitled to court time. Notification of the Deputy by the Employer shall be in person or via telephone. If direct contact cannot be made with the Deputy, a telephone message left at the Deputy's residence shall be considered notification for the purpose of this paragraph.

E. All deputies must contact the Sheriff's Department clerical staff ~~District Attorney's Office within the 24 hour time period or~~ the last business day prior to a scheduled hearing to determine the status of that hearing. If the deputy is instructed to report for court as scheduled and the hearing is subsequently canceled, said deputy shall be paid court time minimum.

IN WITNESS HEREOF, the parties hereto have executed this Agreement on the 16<sup>th</sup> day of May, 2014, by:

COUNTY

ASSOCIATION

\_\_\_\_\_

\_\_\_\_\_  
President

\_\_\_\_\_

  
WPPA Business Agent

January 15, 2004

**DIRECTIVE**

To: All Deputies

FROM: Lt. David Laude

Re: Court - Appearance Cancellations

Court cancellations come from the Wood County District Attorney. Currently they are coming via TTY and go to our clerical staff at the south end.

The DA's office issues the notice of cancellation via Teletype to our clerical staff. Our clerical staff will then analyze the cancellation of the subpoena and determine what fashion they need to notify the officer(s) involved with that particular action.

Upon receiving the notification from the Wood County District Attorney, the clerical staff will typically put a copy of the cancellation in the deputy's box or send it north, when appropriate. When the court cancellation pertains to a case that is coming up soon and it appears the deputy may not receive that notification in time, they will make every attempt to notify the deputy in person or by telephone. Leaving a voicemail will be an appropriate method of cancellation.

The clerical staff will have to refer to the schedule to make sure their notification of the deputy will be timely based on whatever method they choose to use. It may be necessary to pass this information on to dispatch to notify the deputy in a timely fashion.

The deputy's contract indicates they must contact the District Attorney's Office within the 24-hour time period or the last business day prior to the scheduled hearing. This directive will supercede that language and it will be necessary for all deputies to contact clerical staff to determine whether or not a cancellation has already been delivered. The clerical staff will be keeping a file of the cancellations and they will be able to refer to them when the inquiry is made. DO NOT contact the District Attorney's Office and inquire about the status, unless you have no other option.

This will also serve as a reminder to deputies, when you have time off due to vacation or training scheduled, notify the District Attorney's Office in writing of those days. Failure to do so may result in the conflict with time off and court not being resolved. It is imperative that you make this notification and understand that it is your burden to take care of this. They will make every attempt to work with you in regards to situations that are unavoidable but if it is due to your lack of attention to the manner, you may not be taken care of.

If you have any questions in regards to this directive, contact Lt. Levendoske or Lt. Laude.

**COURT - Appearance Cancellations**





# Wood County

## WISCONSIN

SHERIFF'S  
DEPARTMENT

*Thomas Reichert*  
SHERIFF

September 28, 2017 (Replaces September 21, 2017 May 22, 2014 and January 15, 2004)

### DIRECTIVE

To: All Deputies

FROM: Captain Shawn Becker

Re: Court Appearance Cancellations

Court cancellations come from the Wood County District Attorney. The DA's office issues the notice of cancellation via email to our clerical staff. Our clerical staff will then analyze the cancellation of the subpoena and determine what fashion they need to notify the officer(s) involved with that court appearance.

Upon receiving the notification from the Wood County District Attorney, the clerical staff will email the cancellation to the deputy. When the court cancellation pertains to a case that is coming up soon and it appears the deputy may not receive that notification in time, they will make every attempt to notify the deputy in person or by telephone. Leaving an email and/or voicemail will be appropriate methods of cancellation.

The clerical staff will have to refer to the schedule to make sure their notification of the deputy will be timely based on whatever method they choose to use. It may be necessary to pass this information on to dispatch to notify the deputy in a timely fashion.

The deputy's contract provides all deputies must contact the Sheriff's Department clerical staff the last business day prior to a scheduled hearing to determine the status of that hearing. Do not call the clerical staff prior to 1:30 p.m. on that last business day as the clerical staff will not be in a position to advise as to whether you have court as scheduled the next business day or if the court appearance has been cancelled until after that time. The county will meet its contractual obligation of providing you notice by the end of the business day before court as to whether the case will proceed as scheduled or not. DO NOT contact the District Attorney's Office and inquire about the status, unless you have no other option.

Should your court appearance not be cancelled in the manner described above, under all circumstances you will be required to report to the Sheriff's Department for the number of hours listed in the Collective Bargaining Agreement. If your court appearance concludes before the hours allotted by the CBA, the on duty Lieutenant or Senior Administration will assign you duties to the court. If your court appearance is cancelled after the 1:30 p.m. cutoff, an officer may choose to simply disregard the subpoena without compensation.

This will also serve as a reminder to deputies, when you have time off due to vacation or scheduled training, notify the District Attorney's Office in writing of those days.

## Warren Kraft

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**From:** Scott Goldberg  
**Sent:** Tuesday, September 26, 2017 10:17 AM  
**To:** Shawn Becker; Randal Dorshorst; Warren Kraft  
**Cc:** Sara McCormick; Jay Shroda  
**Subject:** WPPA Grievance Form  
**Attachments:** doc01359620170926070653.pdf

Good Morning,

Attached is the grievance form in reference the new court appearance cancellation directive that was prepared by WPPA Business Agent Rich Burghaus.

Please feel free to contact me or Rich with any questions.

Scott Goldberg  
Investigator Sergeant  
Wood County Sheriff's Department  
400 Market Street  
Wisconsin Rapids, WI 54495-8095  
715-389-0283 (Office)  
715-421-8700 (Dispatch)  
715-421-6350 (Cell)

**WISCONSIN PROFESSIONAL POLICE ASSOCIATION  
LAW ENFORCEMENT EMPLOYEE RELATIONS DIVISION**

**GRIEVANCE FORM**

**Grievance No:** 17-00475

**Date of Grievance:** 09/25/2017

**WPPA/LEER Local:** Wood County Deputy Sheriff's Association

**Name of Grievant:** Association (as a whole)

**Contract Sections Violated (including, but not limited to):**

Article 5 -- Overtime, Section 5.03 E: All deputies must contact the Sheriff's Department clerical staff the last business day prior to a scheduled hearing to determine the status of that hearing. If the deputy is instructed to report for court as scheduled and the hearing is subsequently canceled, said deputy shall be paid court time minimum.

**Describe the Grievance:** On 09/21/2017 Captain Shawn Becker issued a department directive (Court Appearance Cancellations) ordering deputy not to call in prior to 1:30 p.m. on the last business day prior to a scheduled court appearance.

The directive violates Article 5, Section 5.03 E in that it diminishes the deputies bargained rights under this section of the current CBA.

**Remedy for Grievance:** The Association demands the directive be rescinded as it is in violation of the contract.

**Grievant:**

*[Signature]* Wood County Deputy Sheriff's Ass. President

**WPPA/LEER Representative:**

*Rich Burglano, BUSINESS AGENT.*



# Wood County

## WISCONSIN

SHERIFF'S  
DEPARTMENT

*Thomas Reichert*  
SHERIFF

September 20, 2017 (Replaces May 22, 2014 and January 15, 2004)

### DIRECTIVE

To: All Deputies

FROM: Captain Shawn Becker

Re: Court Appearance Cancellations

Court cancellations come from the Wood County District Attorney. The DA's office issues the notice of cancellation via email to our clerical staff. Our clerical staff will then analyze the cancellation of the subpoena and determine what fashion they need to notify the officer(s) involved with that court appearance.

Upon receiving the notification from the Wood County District Attorney, the clerical staff will email the cancellation to the deputy. When the court cancellation pertains to a case that is coming up soon and it appears the deputy may not receive that notification in time, they will make every attempt to notify the deputy in person or by telephone. Leaving an email and/or voicemail will be appropriate methods of cancellation.

The clerical staff will have to refer to the schedule to make sure their notification of the deputy will be timely based on whatever method they choose to use. It may be necessary to pass this information on to dispatch to notify the deputy in a timely fashion.

The deputy's contract indicates all deputies must contact the Sheriff's Department clerical staff the last business day prior to a scheduled hearing to determine the status of that hearing. Do not call the clerical staff prior to 1:30 p.m., during that last business day. The clerical staff will be keeping a file of the cancellations and they will be able to refer to them when the inquiry is made. DO NOT contact the District Attorney's Office and inquire about the status, unless you have no other option.

This will also serve as a reminder to deputies, when you have time off due to vacation or scheduled training, notify the District Attorney's Office in writing of those days. Failure to do so may result in the conflict with time off and court not being resolved. It is imperative that you make this notification and understand that it is your burden to take care of this. They will make every attempt to work with you in regards to situations that are unavoidable but if it is due to your lack of attention to the manner, you may not be taken care of.

COURT – Appearance Cancellations