

AGREEMENT

between

CHIPPEWA COUNTY

and the

**WISCONSIN PROFESSIONAL POLICE ASSOCIATION/LAW
ENFORCEMENT EMPLOYEE RELATIONS DIVISION (WPPA/LEER)**

Representing the

CHIPPEWA COUNTY DEPUTY SHERIFF'S ASSOCIATION

(2023-2025)

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The County recognizes The Wisconsin Professional Police Association/Law Enforcement Employee Relations Division (WPPA/LEER) as the exclusive bargaining representative of all regular full-time law enforcement employees of Chippewa County, including patrol officers, and investigators, but excluding supervisory, confidential and managerial personnel, clerical employees, the Sheriff, Chief Deputy, Captains and Lieutenants, and all other general municipal employees for the purpose of collective bargaining on the questions of wages, hours and conditions of employment.

The County possesses the sole right to operate the County government and all management rights related to the same, subject only to the provisions of this Agreement, past practices, and applicable law. Except as expressly modified by other provisions of the contract, the County possesses the sole right to operate the County and all management rights repose in it. These rights include, but are not limited to, the following:

- A. To direct all operations of the County;
- B. To hire, promote, transfer, and assign employees in positions within the Sheriff's Department;
- C. To suspend, demote, discharge and take other disciplinary action against non-probationary employees for just cause;
- D. To maintain efficiency of County operations;
- E. To determine the kinds and amounts of services to be performed as pertains to County operations; and the number and kind of classifications to perform such services;
- F. To determine the methods, means and personnel by which County operations are to be conducted;

1 G. To take whatever action is necessary to carry out the functions of the County in
2 situations of emergency.
3

4 ARTICLE 3 - MEMBERSHIP AND DUES

5 **Section 1 - Membership:** Membership in the Union is not compulsory. Any employee
6 may join the Union and maintain membership therein consistent with its constitution and bylaws.
7 No employee shall be denied membership consistent with Wis. Stats. §111.70(2) or other state or
8 federal law. This Article is subject to the duty of the Wisconsin Employment Relations
9 Commission to suspend the application of this Article whenever the Commission finds that the
10 Union has denied an employee membership contrary to Wis. Stats. §111.70(2).

11 **Section 2 – Fair and Equal Representation:** The Union will represent all of the
12 employees in the bargaining unit, members and non-members, fairly and equally.

13 **Section 3 - Payroll Deduction:** Upon receipt of an employee signed WPPA Voluntary
14 Enrollment Form, evidencing that the employee voluntarily elects to be a member of the union,
15 the County agrees to deduct the amount of dues certified by the Union as the amount uniformly
16 required of its members from the earnings of the employee and pay the amount so deducted to the
17 Union on or before the end of the month in which the deduction is made.

18 The Union does hereby indemnify and shall save the County harmless against any and all
19 claims, demands, suits, or other forms of liability, including court costs, that shall arise out of or
20 by reason of action taken or not taken by the County, which County action or non-action is in
21 compliance with the provisions of this Article, and in reliance on any WPPA Voluntary Enrollment
22 Forms which are furnished to the County pursuant to this Article.

23 **Section 4 - Roster of Bargaining Unit Members:** Upon demand by the Union, the County
24 shall submit annually to the Union a list of all employees covered by the Union Agreement listing
25 their classification and beginning dates of employment and rate of pay.

26 **Section 5 - Roster of Union Officers:** Upon demand by the County, the Union shall
27 furnish the County with the names of its members who will be serving as stewards and advise the
28 County within ten days of any changes therein as well as a list of all Union Officers and
29 Committees.
30

31 ARTICLE 4 - GRIEVANCE PROCEDURE

32 **Section 1 - Definition:** A grievance shall mean a dispute concerning the interpretation or
33 application of this contract as it relates to wages, hours, discipline, discharge and/or working

conditions. For purposes regarding the grievance procedure, a grievant shall be defined as the employee, the local union representative and/or WPPA/LEER.

Section 2 - Subject Matter: Only one subject matter shall be covered in any one grievance. A written grievance shall contain the name and position of the grievant, a clear and concise statement of the grievance, the issues involved, the relief sought, the date the incident or violation took place, the specific section of the Agreement alleged to have been violated and the signature of the grievant and the date.

Section 3 - Time Limit: If it is impossible to comply with the time limit specified in the procedure because of the work schedule, illness, vacation, etc., these time limits may be extended by mutual consent in writing.

Section 4 - Settlement of Grievances: Any grievance shall be considered settled at the completion of any step in the procedure if all parties concerned are mutually satisfied. The employer agrees that the grievant(s) and a representative will be granted not more than two (2) hours in any day for the reasonable investigation, processing, and presentation of grievances by delegated representatives of the Union.

Section 5 - Steps in Procedure:

1. The grievance will be orally discussed between the grievant and the immediate supervisor and if not resolved, the employee shall prepare and file a written grievance with the Department Head within ten (10) calendar days after he/she knew or should have known about the event giving rise to the grievance.

The Department Head will further investigate the grievance and submit his/her decision to the employee within seven (7) calendar days after receiving written notice of the grievance. In the event of a grievance, the employee shall perform his/her assigned task and grieve his/her complaint later.

2. If the grievance is not settled at the first step, the employee and his/her representative shall present a written complaint to the Department of Administration within seven (7) calendar days after receipt of the written decision of the Department Head. The Department of Administration will further investigate the complaint and submit his/her decision to the employee and his/her representative in writing within seven (7) calendar days after receiving notice of complaint.

3. If the grievance is not settled at the second step, the employee may appeal the written grievance to the Executive Committee within seven (7) calendar days after receipt of the written decision of the Department of Administration. The Executive Committee shall discuss the

grievance with the employee; following said conference the Executive Committee shall respond within ten (10) calendar days via the Department of Administration.

4. Arbitration:

A. Time Limits: If satisfactory settlement is not reached in Step three, the employee must notify the Department of Administration in writing within ten (10) working days after receiving the Step Three decision that the employee intends to process the grievance to arbitration.

B. Arbitrator: The parties shall attempt to agree upon a W.E.R.C. staff arbitrator to submit to W.E.R.C. to hear the grievance. If the parties are unable to reach agreement on a staff arbitrator or if the staff arbitrator agreed upon and submitted by the parties to the W.E.R.C is not available the W.E.R.C. will select a staff arbitrator.

C. Arbitration Hearing: The arbitrator appointed shall meet with the parties at a mutually agreeable date to review the evidence and hear testimony relating to the grievance. On completion of the review and hearing, the arbitrator shall render a written decision, or written record of a bench decision, to the County and the Union which shall be binding upon the parties.

D. Costs: Both parties shall equally share the costs of the arbitration procedure. Each party, however, shall bear its own cost for its witnesses and all other out-of-pocket expenses including possible attorney's fees requested by that party. Testimony or other participation by only the employee who is the grievant and one other employee of his/her choice shall be paid by the County. The arbitration hearing shall be conducted in the County Courthouse.

E. Transcript: A transcript may be prepared of each arbitration hearing; cost of the transcript to be paid by the party requesting a transcript.

F. Decision of the Arbitrator: The decision of the arbitrator shall be limited to the subject matter of the grievance and shall be restricted solely to the interpretation of the Agreement in the areas where the alleged breach occurred. The arbitrator shall not modify, add to, or delete from the express terms of the Agreement.

ARTICLE 5 - LEAVE OF ABSENCE

Section 1 – Application and Duration: Application for a leave of absence for personal reasons shall be made to the Department Head, and the length of time for such leave shall be contingent upon the reasons for the request.

Section 2 – Medical/Illness Leave: A period of not more than sixteen (16) weeks shall be granted as leave of absence due to personal illness of the employee, or for disability of the

1 employee due to accident, provided a physician's certificate is furnished from time to time to
2 substantiate the need for continuing the leave.

3 **Section 3 - Public Office Leave:** Any employee elected to public office shall be granted
4 a leave of absence as is necessary to fulfill the first term of such elected office. Any employee
5 who is appointed/promoted to a management or union position that becomes vacant because of
6 internal promotions related to the leave of absence of an elected official in the Sheriff's Office shall
7 be granted a leave of absence from his/her former position, with continued accrual of seniority, as
8 is necessary to fulfill the first term of such elected or appointed office. The period of time for said
9 leave shall be established by the dates of the term of the elected office or appointment. Further,
10 the vacancies so created by said election or appointment shall be considered "temporary" for the
11 duration of the first term of the office plus thirty (30) calendar days and said person filling said
12 vacancy shall be so informed of this provision by letter when hired.

13 **Section 4 - Military Leave:** Seniority shall continue to accrue for the length of time when
14 employees are called to active duty in the U.S. Armed Forces or military service, provided said
15 employee returns to work within 90 days after release from active duty. Persons on military leave,
16 up to four (4) full pay periods, will continue to accrue all benefits excluding salary. Following the
17 equivalent of four (4) full pay periods, however, the employee's PTO benefits shall be pro-rated
18 for all unpaid time and time not worked.

19 **Section 5 - Family Leave:** The Federal and State Family Leave Laws provide benefits
20 which are in addition to those provided for in this Agreement.

21 22 **ARTICLE 6 - PROBATIONARY EMPLOYEES**

23 **Section 1 - Probation Period and Separation:** New employees shall serve a probationary
24 period of twelve (12) months, or 2080 "work" hours, whichever is greater, and may be extended
25 at the discretion of the Sheriff with cause. The County may separate an employee from service for
26 any reason during such probationary period without recourse to the grievance procedure. It is
27 understood that such employees may, on their own or with the assistance of the Union, initiate or
28 seek legal redress afforded by state or federal laws. All employees retained after the probationary
29 period shall be entitled to all rights and benefits granted under this Agreement retroactive to the
30 original date of employment.

31 **Section 2 - Probationary Posting Rights:** Probationary employees may not post into
32 other bargaining unit positions.

1 **ARTICLE 7 - DISCIPLINE AND DISCHARGE**

2 **Section 1 - Just Cause:** The County will not discipline or discharge any employee without
3 just cause. Warning notices shall be given when required by established approved County work
4 rules. Copies of such warning notices shall be given to the employee, Department of
5 Administration and the Department Head. The warning notice must be issued within 30 days of
6 said complaint. (When a verbal reprimand is given to an employee and it is noted for the record,
7 the employee and supervisor will be required to initial and date the incident.)

8 **Section 2 - Appeal:** Discipline shall consist of discharge, suspension, demotion and
9 reprimands. Any discipline must be by proper written notice to the employee, which notice shall
10 include the specific rule and/or written County or departmental policy violated and facts relating
11 to the alleged offense. Any such discipline may be appealed to the grievance procedure (Article
12 4) commencing at Step 2 of the procedure. If the discipline is overturned through this procedure,
13 the employee shall be reinstated and any reprimand which formed the basis for such discipline
14 withdrawn. The parties may mutually agree at any time that an employee may be reinstated with
15 full, partial, or no compensation for lost time. All oral and written reprimands shall be purged
16 from the employee's file after one (1) year from the date of the offense.

17 **Section 3 - Access to Personnel File:** An employee, upon written request to the
18 Department of Administration, shall, at reasonable time and in the presence of the Department of
19 Administration representative, be permitted to inspect all material contained in his or her personnel
20 file (except
21 material exempted from inspection by federal or state law) and upon payment of reasonable cost,
22 to make copies thereof.

23 **Section 4 - Statutory Option:** For grievances involving the review of a suspension, a
24 demotion, or a dismissal, the affected employee shall have the option of having the disciplinary
25 action reviewed under the grievance procedure set forth in this agreement or under the procedures
26 set forth in §59.26, Wis. Stat., et. seq., but not both.

27
28 **ARTICLE 8 - SENIORITY, JOB POSTING AND PROMOTION**

29 **Section 1 - Seniority:** Seniority shall begin at the time of most recent date of hire and shall
30 not be diminished by temporary layoffs of less than twelve (12) months. Seniority shall exist
31 within job classification and shall not be interdepartmental.

1 **Section 2 - Layoff:** In reducing personnel, the last person hired shall be the first person
2 laid off and the last person laid off shall be the first person rehired, if, in the opinion of the County,
3 said individual is qualified to perform the work for which recalled.

4 **Section 3 - Recall:** Whenever it becomes necessary to employ additional workers, either
5 in vacancies or new positions therein, former qualified employees who have been laid off within
6 one (1) year prior thereto shall be entitled to be reemployed in such vacancy or new position.
7 Seniority shall apply in cases of equal qualification of employees.

8 **Section 4 - Bumping into Vacancies:** When an employee is laid off due to shortage of
9 work, lack of funds or the discontinuance of a position, such employee may take any other position
10 for which he/she is technically and physically qualified and that his/her seniority will permit
11 him/her to hold which may be open at the time of his/her layoff.

12 **Section 5 - Termination of Seniority:** Seniority will terminate upon any of the following
13 conditions:

- 14 A. Discharge or voluntary termination of employment.
- 15 B. Failure to return to work upon recall after layoff within fourteen (14) days of date
16 of recall.
- 17 C. Layoff of employment for a continuous period of more than one year.
- 18 D. Failure to return to work upon completion of leave of absence.
- 19 E. Engaging in full time employment (over 20 hours per week) while on an authorized
20 leave of absence other than as an elected official.

21 **Section 6 - Posting:** Whenever an Investigator vacancy is to be filled or new Investigator
22 position occurs, the position shall be posted on the main bulletin board for five (5) calendar days.
23 This posting shall include the job title, rate of pay and the job description which outlines the
24 minimum qualifications for the position in question. All employees who are interested in the job
25 and who possess the minimum qualifications, may sign the posting indicating their interest.

26 Whenever the County seeks to fill a bargaining unit Investigator position, it shall first
27 attempt to fill the position through an internal (Sheriff's Dept.) posting procedure. Thus, qualified
28 bargaining unit candidates will be given first opportunity to fill the Investigator vacancy or new
29 position before outside applicants may be considered. The following procedures shall apply to
30 Investigator vacancies or new positions which are to be filled:

- 31 A. **Rating Categories:** Successful candidates shall receive points, based on objective
32 standards, awarded in the following categories:

1	<u>Category</u>	<u>Maximum Points</u>
2	Education	20
3	Seniority	20
4	Performance Review	35
5	Interview	<u>25</u>
6	Total	100

7 Seniority shall be determined on a pro-rata basis with the most senior applicant meeting
8 the requirements of the job description receiving 20 points, and all other applicants receiving a
9 number of points determined by multiplying 20 by a fraction, the numerator of which is the
10 applicant's months of seniority and the denominator of which is the months of seniority of the most
11 senior qualified applicant.

12 There shall be an oral interview worth 25 points in the overall score. The interview board
13 shall consist of the Sheriff, Chief Deputy, and up to two management representatives from the
14 field services division.

15 The Sheriff shall make a selection from the 3 (three) candidates receiving the highest total
16 points. The determination of who shall be awarded the position is not subject to the grievance
17 procedure.

18 The selected candidate shall be offered the position, conditional upon passing post offer
19 examinations if he/she has not previously passed the post offer exams for Chippewa County.

20 Failure to pass any post offer examinations will result in the candidate's ineligibility for the
21 change in position.

22 B. Trial Period and Certification: The employee candidate who is awarded the job
23 under B above, shall serve a trial period of up to six (6) months during which the Sheriff may
24 revert the employee to his/her former job where a determination is made that the employee will
25 not satisfactorily complete the trial period. A decision to revert an employee under this provision
26 is not subject to the grievance procedure of this Agreement. During the first thirty (30) working
27 days in the new position, the employee may unilaterally decide to revert to his/her former position
28 and, if so, shall be treated as though he/she had not left the former position.

29 In addition, if the employee granted the position does not possess the required certification
30 (i.e., LESB, etc.), but who is otherwise determined by the County to be qualified, he/she must, on
31 their own time and at their own expense, obtain the necessary certification within one year of being
32 granted the position. Failure to do so will result in the employee's retrocession to their former
33 position, which is not grievable.

1 of this contract, informational picketing by employees during their non-working hours is
2 authorized, providing the same does not result in disruption of normal work activities.

4 **ARTICLE 11 - NEW POSITIONS**

5 When new jobs are created involving classifications for which rates of pay are not
6 established by this Agreement, the County shall notify the Union within ten (10) days. Rates of
7 pay shall be subject to negotiation between the parties. Rates agreed upon or awarded shall be
8 effective as of the date when the new job started.

10 **ARTICLE 12 - UNION BUSINESS**

11 The Union agrees to conduct its business off the job, except as hereinafter provided. This
12 Article shall not operate in any manner that would prevent a steward from the proper investigation
13 and processing of any grievance in accordance with the procedures outlined in this Agreement, or
14 to prevent certain routine, reasonable business such as the posting of Union notices or bulletins.
15 The Union agrees that a Union Steward or his/her designee shall notify his/her supervisor or
16 designee before he/she attends to Union business and upon returning to his/her normal duties.

18 **ARTICLE 13 - WORK WEEK, HOURS OF WORK AND OVERTIME**

19 **Section 1 - Normal Work Week - Pay Period:** The work period for the purposes of this
20 Agreement and the Fair Labor Standards Act will consist of seven (7) consecutive calendar days
21 starting at 12:00 a.m. on Sunday and ending at 11:59 p.m. on the next following Saturday of each
22 calendar week. A pay period shall be the two consecutive work weeks, upon the conclusion of
23 which payroll is computed. The hours of work shall be determined by the Department Head and
24 the standard hours of work and work schedules shall be those presently in effect in each
25 Department.

26 **Section 2 - Break / Meal Period:** Each Patrol Officer working the twelve (12) hour
27 work schedule shall be allowed one thirty (30) minute meal period and two fifteen (15) minute
28 break periods. The meal and/or break period shall be non-contiguous, subject to call, and shall
29 be included in the work day. All other employees not working a twelve (12) hour work schedule
30 shall be allowed two (2) fifteen (15) minute breaks. Said breaks shall be taken at approximately
31 the midway point of each half day as scheduled by the Department Head or Supervisor.

32 **Section 3 - Call In Pay:** A minimum of two (2) hours payable at the rate of time and one-
33 half (1½) pay shall be granted to any employee who is required to and reports for duty outside his

1 or her regular schedule of hours. Required appearances for court, conferences with the district
2 attorney's office, departmental meetings, training sessions or schooling shall be considered time
3 worked. This section is not applicable to any time contiguous to an employee's regular work
4 schedule. This section is also not applicable to time spent by an employee performing social media
5 tasks on behalf of the department.

6 **Section 4 - Overtime:**

7 A. Compensation: All hours worked in excess of, or outside of, the normal work day
8 or work schedule shall be approved in advance by the Sheriff or his/her designee, and shall be
9 compensated for in pay or compensatory time at one and one-half (1-1/2) times the prevailing rate.
10 As allowed under Section 7(k) of the Fair Labor Standards Act (FLSA), overtime hours shall be
11 calculated based upon a fourteen (14) day, eighty-four (84) hour work period for employees
12 working a twelve (12) hour work schedule. Employees may earn compensatory time for additional
13 hours worked, in lieu of pay, at the employee's option, except that employees may not accrue
14 compensatory time for hours worked at music festivals or for any contracted services that are billed
15 back by the department at 100%. Employees on work hour restriction due to a work-related injury
16 or illness may not accrue compensatory time, but shall be compensated in pay at either regular rate
17 of pay if hours worked are during normally scheduled work hours or at one and one-half (1-1/2)
18 times the prevailing rate for hours worked in excess of, or outside of, the normal work day or
19 schedule. Use of accrued compensatory time shall be with the prior approval of the Sheriff or
20 his/her designee. Accrual and use of compensatory time shall be as follows:

21 1. Employees working a twelve (12) hour work schedule shall be able to
22 accrue up to forty-eight (48) hours of compensatory time in any calendar year and all other
23 employees not working a twelve (12) hour work schedule shall be able to accrue up to eighty (80)
24 hours of compensatory time in any calendar year;

25 2. Compensatory time shall be accumulated and paid out based on the first
26 payroll to the last payroll of each year and shall be paid at the straight time rate earned on the last
27 date of the last pay period. Said compensatory time payout shall occur in the same payroll year in
28 which it was earned.

29 B. Availability: Full time employees will be given an opportunity to work overtime
30 for PTO, holiday, and/or compensatory time where the Department is given four (4) calendar
31 days notice of the PTO, holiday or compensatory time. The Department Head will determine the
32 amount of overtime available to the full time employees.

33 The parties agree that the above provisions of Section 4 (B) are interpreted as follows:

1 1. That the Sheriff will offer full time bargaining unit employees, pursuant to said
2 provisions, 100% of the available overtime which is created by virtue of full time employees
3 utilizing PTO, holiday and/or compensatory time. It is understood that employees will only be
4 offered overtime if the department is given four (4) calendar days notice of PTO, holiday and/or
5 compensatory time.

6 2. Overtime posted and not signed for within 7 calendar days of the start of a shift
7 shall be filled at management's discretion.

8 **Section 5 - Work Schedule:** The work schedule for Patrol Officers (unless otherwise
9 noted in a special assignment / side letter) shall be a twelve (12) hour work schedule consists of
10 two (2) consecutive twelve (12) hour days on duty, followed by two (2) consecutive days off,
11 followed by three (3) consecutive twelve (12) hour days on duty, followed by two (2) consecutive
12 days off, followed by two (2) consecutive twelve (12) hour days on duty, followed by three (3)
13 consecutive days off (2/2-3/2-2/3 cycle).

14 For the twelve (12) hour work schedule, regular/normal shifts for employees shall be as
15 follows:

16 A. Patrol

17 6:00 a.m. - 6:00 p.m.

18 7:00 a.m. – 7:00 p.m.

19 11:00 a.m. – 11:00 p.m.

20 3:00 p.m. - 3:00 a.m.

21 6:00 p.m. - 6:00 a.m.

22 7:00 p.m. – 7:00 a.m.

23
24 B. Investigators will work an eight (8) or ten (10) hour day to commence no earlier
25 than 0600 hours and no later than 1200 hours on a normal basis. Investigators may request to work
26 ten (10) hour days as their regular scheduled shift. Shift pick shall be posted in October each year
27 and effective for the following three periods: January through April, May through August and
28 September through December. If a ten (10) hour work schedule is approved, the day of the week
29 that someone has off, due to working a ten (10) hour shift, shall be determined by the Sheriff or
30 designee and shall be determined on a rotating basis. The Sheriff or designee may revoke the use
31 of then (10) hour work schedule at any time. If the Sheriff or designee decides to have a regular
32 eight (8) hour shift start at any time other than 0800 to 1600 hours on any days other than Monday
33 through Friday or a regular ten (10) hour shift start at any time other than 0700 to 1700 hours on

any days other than Monday through Friday, unless special abilities or circumstances prohibit it, shifts shall be picked by seniority within the classification. The Sheriff or designee reserves the right (and the Association agrees) under conditions of emergency, or other exigent circumstances, hours or days of work may be varied to fulfill the mission of the Sheriff's Department. In those cases, hours or days will be whatever the Sheriff or designee deems necessary without any regard to starting times or days. It is further agreed, however, that such exceptions will be only for limited periods of time during which the above-mentioned emergencies, or other exigent circumstances exist.

NOTE: The Sheriff may, from time to time, in cases of emergency, adjust the above shift starting time by as much as fifteen (15) minutes; provided that, the employee's regular shift shall remain at eight (8), ten (10) or twelve (12) consecutive hours.

C. Shift selection. Shift selection for Patrol Officers working the twelve (12) hour work schedule shall be posted once per year: in October for January through June and July through December. The senior Patrol Officer shall have three (3) days to make his or her shift selection. Failure to make this selection within the designated three (3) days they shall move that Patrol Officer to the bottom of the shift selection list. The employer reserves the right to assign 20 percent (no rounding up) of non-probationary staff to shifts for training purposes. The employee assigned to a different shift shall displace the least senior employee on the shift and remain on the newly assigned shift for no longer than the duration of the shift pick.

D. There will be four (4) float shifts in patrol. Prior to shift pick, management shall decide what shifts will be designated as the float shifts. Float shifts are bid by seniority at time of shift pick. If the employee on the float shift is to be moved or "floated" to a shift other than the one for which they are regularly scheduled, management will give them three (3) days or more notice of the change. Less than a three (3) day notice of the change will result in the employee being able to decline, take the shift voluntarily at regular time or take the shift involuntarily and be paid at a rate of time and a half.

Section 6 - Mutual Aid: The Sheriff shall have the discretionary right to appoint departmental staff when mutual aid assignments are necessary. When bargaining unit employees are assigned mutual aid duties, they shall be paid when actually carrying out assigned duties, including travel time to and from the work site. They shall be paid at time and one-half (1½) for hours worked in excess of, or outside of, the normal/regular work schedule.

Section 7 - Shift Differential: Shift differential pay of \$.50/hour for eligible employees shall be paid to those Patrol Officers performing work or starting a shift between 6:00 p.m. and

1 7:00 p.m. for their entire shift while working the twelve (12) hour work schedule.

2 **Section 8 – Patrol Officer Training:** When a Patrol Officer working a twelve (12) hour
3 work schedule is assigned to attend training and the training is less than twelve (12) hours, the
4 Patrol Officer shall pre-arrange with their supervisor to make up the work hours, use compensatory
5 time or PTO to make up the hours, subject to management approval.

6 **Section 9 - Recruit Deputy:**

7 A. **Sponsorship:** The Chippewa County Sherriff's Department may consider an
8 applicant for sponsorship and hire them as a Recruit Deputy. The applicant shall meet all minimum
9 qualifications of the job description other than the Law Enforcement Standards Board (LESB)
10 certification provided by the Wisconsin Law Enforcement Academy. The applicant shall possess
11 the minimum education requirements to register to complete the academy course at the time of
12 hire.

13 If an applicant is already registered/enrolled with the Academy or in progress, the Sheriff's
14 Department may consider the applicant for employment and hire them as a Recruit Deputy, but
15 the employee shall not be permitted to be sponsored and receive tuition, books and other expenses
16 paid for by the County (as noted below). The Recruit Deputy who is not sponsored shall receive
17 wages only, as defined in this Article.

18 B. **Start Date and Hours Paid:** The start date of a Recruit Deputy is the first payroll
19 Monday preceding the first day of the Academy. The first day or two of employment will include
20 orientation and other training necessary to on-board with Chippewa County if schedules permit.
21 The Recruit Deputy shall be paid eight (8) hours per day, Monday through Friday, starting the first
22 day of class to compensate them for time spent in class and study time. If a Recruit Deputy is not
23 sponsored and already in progress with the Academy, the first day of employment shall begin on
24 the first payroll Monday as agreed upon by the Sheriff and the Human Resources Director to ensure
25 proper orientation/on-boarding.

26 C. **Overtime and Travel Time:** A Recruit Deputy shall record hours worked at a
27 maximum of 40 hours per week and is not permitted to record overtime while in LESB training.
28 Travel time shall be considered normal commute time while attending LESB and shall not be
29 reported as work time.

30 D. **Tuition and Other Expenses:** The County shall pay for the academy costs
31 including tuition, books and uniforms for sponsored Recruit Deputies only. The Recruit Deputy
32 is responsible for paying for meals, mileage and any necessary lodging that is needed. If an
33 employee is not sponsored prior to starting with Chippewa County, but instead starts with

1 Chippewa County after already enrolling/registering or in the middle of an already in progress
2 LESB course, the cost of the academy and all associated costs are the responsibility of the Recruit
3 Deputy.

4 E. Wages: The Recruit Deputy shall be paid at a lower wage than a Patrol Officer as
5 defined in the Appendix Wage Scale in Exhibit 1. Upon proof of LESB certification and approval
6 of the Sheriff or designee, based on feedback from the Academy (attendance, class performance,
7 etc.), the Recruit Deputy shall be promoted to a Patrol Officer on the first payday following
8 graduation from the Wisconsin Law Enforcement Academy and shall be placed at the Hire rate of
9 the Patrol Officer wage scale.

10 F. Termination: Notwithstanding Article 6, Section 1, a Recruit Deputy shall serve a
11 probationary period that begins upon hire and terminates twelve (12) months following graduation
12 from the Academy. During the Recruit Deputy's probationary period, the Recruit Deputy serves
13 at the pleasure of the Sheriff and may be involuntarily terminated for any reason, including, but
14 not limited to, failure to complete or pass the Academy, without recourse to the grievance
15 procedure. If the Recruit Deputy fails to complete or pass the Academy, or is involuntary
16 terminated or voluntarily terminates employment with Chippewa County within six (6) months of
17 graduation from the Academy, the employee shall reimburse Chippewa County \$4,000 to offset
18 the expenses incurred by Chippewa County under Section 9.D.

20 ARTICLE 14 - HOLIDAYS

21 **Section 1 - List of Holidays and Compensation:** The following days shall be paid
22 holidays for all full time employees: New Year's Day, the Friday before Easter, Memorial Day,
23 Independence Day, the day after Independence Day, Labor Day, Thanksgiving Day, the day after
24 Thanksgiving, December 24 and December 25.

25 **Section 2 - Paid Holiday Hours:** A full day holiday shall be computed at eight (8) hours
26 of regular straight time pay for all employees regardless of the regularly scheduled work schedule.
27 Whenever an observed holiday falls on a day that an employee is scheduled to work more than
28 eight (8) hours (i.e. an Investigator working a ten (10) hour work schedule), the employee shall be
29 paid for eight (8) hours of holiday pay. The employee shall use PTO, compensatory time or work
30 a flexible schedule to make up the additional hours within the same work week. Flexible schedules
31 during the week of a holiday shall be established and approved by the Sheriff or designee to best
32 meet the needs of the department for efficient operations.

1 **Section 3 - Schedule and Accrual:**

2 A. All holidays shall be taken by employees as they occur and Patrol Officers are
3 required to perform scheduled work on a holiday or when a holiday falls on an employee's day off,
4 the employee shall receive the holiday pay for that day.

5 B. Whenever an observed holiday under Article 14, Section 1 falls on a Saturday, all
6 employees working an eight (8) or ten (10) hour work schedule shall observe such holiday on the
7 preceding Friday. Whenever an observed holiday under Section 1 falls on a Sunday, all employees
8 working an eight (8) or ten (10) hour work schedule shall observe such holidays on the succeeding
9 Monday.

10 C. Notwithstanding Article 14, Section 3.B., whenever December 24th falls on a Friday
11 and December 25th on a Saturday, all employees working an eight (8) or ten (10) hour work schedule
12 shall observe such holidays on the proceeding Thursday and Friday respectively.

13 D. Notwithstanding Article 14, Section 3.B., whenever December 24th falls on a
14 Sunday and December 25th on a Monday, all employees working an eight (8) or ten (10) hour work
15 schedule shall observe such holidays on the following Monday and Tuesday respectively.

16 **Section 4 - Conditions for Payment:** An employee must have worked his/her last
17 scheduled work day prior to and his/her first scheduled work day following said holiday to qualify
18 for holiday pay. For purposes of this section, PTO shall be considered as time worked.

19
20 **ARTICLE 15 – PAID TIME OFF (PTO)**

21 **Section 1 – Purpose of Paid Time Off:** The purpose of Paid Time Off (PTO) is to
22 provide employees a flexible means to carefully plan their time away from work and maximize
23 time spent on the job. PTO may be utilized for any purpose, subject to necessary request and
24 approval procedures consistent with the contract.

25 **Section 2 – Calculation:** Employees earn PTO for each pay period based upon the number
26 of hours that an employee is paid during the pay period, up to 80 hours. The payroll hours are tied
27 to a multiplier, based upon years of service, and a new accrual amount is added to an employee's
28 balance each pay period. The following are the multipliers to be used:

1

Multiplier Level	Years of Continuous Service	Hour for Hour Multiplier Used	Per Pay Period Multiplier (based on 80 hrs)	Maximum Hour Annual Accrual
Level 1	Less than 5	.0886	7.09	184
Level 2	5-less than 10	.0983	7.86	204
Level 3	10-less than 15	.1079	8.63	222
Level 4	15-less than 20	.1271	10.17	260
Level 5	20 and greater	.1464	11.71	304

2

3 *Movement to Higher Multiplier*

4 When the employee's length of service reaches the next higher rate of accrual, accrual at the new
5 rate shall begin on the first day of the pay period of the effective date of eligibility.

6 **Section 3 – Accrual Limits (Maximum and Minimum):** An employee's total accrued
7 PTO shall not exceed four hundred eighty (480) hours at any given time. Upon reaching the
8 maximum hours, the employee will no longer continue to accrue hours until PTO hours are used.
9 Employees may not have a negative PTO balance.

10 **Section 4: Timeframe for Available Use:** Employees may request to use PTO only in a
11 pay period following the pay period in which the PTO was accrued.

12 **Section 5: Scheduled PTO Selection:** Scheduled PTO shall be selected by seniority and
13 by job classification. The Sheriff or designee shall post the Schedule PTO roster on or before
14 November 15 of the year prior to the year Scheduled PTO will be taken. Employees shall select
15 their priority choice or consecutive work days of Scheduled PTO by December 15 of the calendar
16 year that precedes the calendar year in which the Scheduled PTO will be taken. Employees shall
17 select one to five (1-5) consecutive work days during the initial selection until each employee in
18 each respective job classification has made or has been given an opportunity to make a selection.
19 All subsequent Scheduled PTO earned by the employee shall be selected by seniority, by job
20 classification, if selected by December 15 of the calendar year that precedes the calendar year in
21 which the Scheduled PTO will be taken. Remaining PTO shall be taken on a first-come first-
22 served basis. A priority week of Scheduled PTO shall be defined as one to five (1-5) consecutive
23 working days.

24 **Section 6: PTO Scheduling Authority:** The Sheriff or designee has final authority in
25 authorizing the use of accrued and available PTO.

1 **Section 7: Scheduled Absences:** Scheduled PTO must be requested as defined in Section
2 5: Scheduled PTO Selection and with a minimum of a 24 hours' notice to be considered Scheduled
3 PTO. Employee PTO requests of less than 24 hours' notice shall be classified as Unscheduled
4 PTO. The Sheriff or designee may approve and classify the absence as Scheduled PTO on a case
5 by case basis, with the Sheriff or designee having full authority to approve or deny said request.

6 **Section 8: Unscheduled PTO Notification:** An employee must conform with the policy
7 for reporting illness or injury on a day scheduled to work. The following procedure shall be
8 adhered to:

9 A. If the employee's position is one which does not require replacement as a result of
10 such employee's absence, such employee must report that he/she needs Unscheduled PTO, within
11 one-half (½) hour of the time he/she is to report for work, except in an emergency.

12 B. If the employee's position is one which does require replacement as a result of such
13 employee's absence, such employee must report that he/she requests Unscheduled PTO not later
14 than two (2) hours before the time he/she is to report for work, except in an emergency.

15 C. Notification of Unscheduled PTO usage by an employee shall be made to the
16 person(s) designated by the Sheriff.

17 **Section 9: Unscheduled PTO Verification:** Each employee on Unscheduled PTO is
18 subject to a check to verify the sickness or absence for more than three (3) consecutive work days
19 by the sheriff or other supervisory personnel. A doctor's statement for more than three (3)
20 consecutive work days may be requested. Any employee requested to provide a physician's excuse
21 must do so within five (5) working days of the request unless scheduling of an appointment with
22 a physician is impossible within that time frame. In no event shall the excuse be provided more
23 than two weeks after the date of absence. Failure to do so may result in discipline or discharge.

24 **Section 10: Coordination with FMLA:** The County reserves the right to require
25 substitution of paid leave, subject to applicable state and federal law. Therefore, an employee must
26 use Scheduled PTO and/or compensatory time for any federal FMLA qualifying leave including,
27 but not limited to, intermittent leaves.

28 When solely utilizing federal FMLA leave, an employee shall be required to substitute
29 definite and certain paid leave benefits for unpaid leave including PTO and compensatory time
30 unless the employee does not have sufficient paid time to cover the duration of the leave period.
31 In this case, substitution of available paid time shall be applied evenly and intermittently across
32 the leave period. In addition, employees may be allowed to maintain up to approximately 40.0
33 hours of paid time in their accrual bank (including any combination of PTO, and/or compensatory

time) following expiration of FMLA, unless the paid time is needed to be used to recover employee benefit and mandatory deductions during the leave period. The Human Resources Division shall calculate necessary PTO or compensatory time to be exhausted to comply with this rule. Due to rounding, The Human Resources Division may allow/require up to 39-41 hours of paid time to be maintained in the employee accrual bank.

Section 11: Coordination with Worker's Compensation: The employee may use accrued Scheduled PTO to compensate for time lost that is not reimbursed by workers' compensation. Subject to ARTICLE 25 – WORKER'S COMPENSATION, Section 2, Coordination of Benefits, PTO benefits accrual shall be prorated on a per hour basis for all unpaid time and time not worked.

Section 12: Unpaid Time: With the exception of qualified Wisconsin and Federal FMLA leave, an employee may not take unpaid leave until such time that the employee's PTO bank has been exhausted. At no time shall an employee be authorized to carry a negative PTO balance. In the event an employee has an insufficient PTO balance to cover an absence for any reason, the employee will immediately revert to unpaid time. In the event an employee unilaterally uses unpaid time without prior authorization, the employee may be subject to disciplinary action.

Employees on unpaid status shall not accrue PTO on the unpaid time and all other benefits shall be prorated, with the exception of ARTICLE 25 – WORKER'S COMPENSATION, Section 2, Coordination of Benefits.

Section 13: Increments of Time: Employees shall use PTO in increments of fifteen (15) minutes.

Section 14: Restrictions: An employee may not donate PTO to a third party.

Section 15: Department Transfers: PTO balances shall transfer with the employee when an employee transfers from one department to another.

Section 16: Separation: The accumulated PTO of those employees leaving Chippewa County employment due to a qualified separation shall be converted into the County's Conversion Plan, (herein referred to as the "Plan"). The conversion of PTO is mandatory upon a qualified separation and all separating employees with unused PTO on the date of their separation shall participate in the Plan. The employee shall have all PTO converted to a dollar value calculated by taking the number of total PTO hours multiplied by the regular straight time hourly rate of pay at the time of separation (hereinafter "Benefit").

Following are definitions for terms used in this Section:

1 A. Qualified Separation is defined as follows:

2 1. Resignation or retirement from employment with Chippewa County with
3 advanced written employee notice as defined in the contract.

4 2. Permanent layoff from employment.

5 3. Discharge from employment when the employee has 1 or more years of
6 continuous years of service with the County based on most recent date of hire unless the employee
7 is discharged for misconduct. Misconduct is defined as intentional and substantial disregard of or
8 intentional and unreasonable interference with the employer's interests.

9 4. County employee who becomes an elected official for the County.

10 B. Misconduct is defined as intentional and substantial disregard of or intentional and
11 unreasonable interference with the employer's interests.

12 C. Discharge is defined as dismissal from employment for involuntary reasons.

13 D. Employee Notice: For the purposes of employee notice, the following definitions
14 apply:

15 1. Retirement occurs when an employee voluntarily terminates employment
16 with Chippewa County and is eligible for WRS annuity benefits.

17 2. Resignation occurs when an employee voluntarily terminates employment
18 with Chippewa County and is not eligible for WRS annuity benefits.

19 3. Working Notice is when the employee must work their normally scheduled
20 shift the entire notice period. If time off is planned and approved during the notice period, the
21 employee's last day of employment must be extended to provide a working notice equal to the full
22 amount of the notice (2 weeks or 30 days).

23 4. When an employee decides to *resign* from employment with the County,
24 Chippewa County requires at least two (2) weeks working notice. If an employee decides to *retire*
25 from employment with the County, Chippewa County requires a thirty (30) day notice. No more
26 than 5 days of PTO may be used by someone retiring during the notice.

27 E. When an employee separates employment, a written notice must be provided to the
28 Sheriff indicating a resignation or retirement and estimated last day. The separation notice
29 will then be forwarded to Human Resources.

30 F. If an employee fails to give the required notice, the employee's resignation or
31 retirement shall not be considered a Qualified Separation, unless the Human Resources Director
32 determines that acceptable reasons for a shorter notice period exist.

1 G. Within thirty (30) days of receiving written notice of an employee's qualified
2 separation, the County shall elect the form in which the separating employee will receive the
3 Benefit. The Benefit paid to the separating employee shall be limited to one of the following forms:

4 1. The County shall make a contribution to a Medical Expense Trust for the
5 benefit of the separating employee to be applied toward health insurance premiums and un-
6 reimbursed medical expenses specified under IRS Code Section 213. This benefit will continue
7 until fully exhausted by the separating employee or their qualified dependent beneficiaries.

8 2. The County shall make a contribution to a 401(a) qualified deferred
9 compensation plan (as selected by the County in its sole discretion) in the amount of the Benefit,
10 which shall be paid to the separating employee according to the terms of the selected plan

11 i. An employee whose separation is non-qualified shall not be eligible
12 for the PTO payout.

13 ii. An employee who is discharged with less than 1 year of continuous
14 service with the County based on most recent date of hire shall not be eligible for the PTO payout.

15 iii. An employee may not use PTO beyond his/her last day actually
16 worked.

17 **Section 17: Death:** Upon the death of an employee, the County shall pay to the estate of
18 the deceased employee all accumulated and unused PTO for which the deceased employee may
19 have otherwise been eligible to use at the time of his/her death.

20 **Section 18: Optional Annual PTO Payout:**

21 A. Full time employees that have 150 hours of PTO on the books as of the first
22 paycheck in November each year, shall have the option to elect 24 hours of PTO paid out on the
23 second paycheck in November that year at the employee's regular rate of pay or waive a payout.

24 B. Payout is optional at the election of the employee and the Human Resources
25 Division shall collect employee election and authorization to payout PTO annually by October
26 15. If the employee does not authorize to pay out PTO by October 15, no payout shall occur.

27
28 **ARTICLE 16 – CATASTROPHIC ILLNESS BANK**

29 **Section 1: Purpose:** The Catastrophic Illness Bank may be used should the employee
30 have a catastrophic illness and exhaust all other time available. The days may be used for the
31 employee's illness only. The purpose of this article is to provide employees, with a Catastrophic
32 Illness (CI) bank, guidelines on how to utilize these hours should an employee medical related
33 event require their absence upon depletion of their PTO. Effective on the date immediately prior

1 to the date of ratification of the successor collective bargaining agreement by the parties,
2 employees will no longer accrue hours into the CI bank. The hours that are in the CI bank as of
3 12/31/2017 will be frozen and no additional hours may be accrued.

4 **Section 2: Definition:** Catastrophic Illness (CI) is defined as:

5 A. The employee is unable to perform the duties of the position held at the time of
6 the injury or upon inception of the illness and is unable to perform available light duty work (if
7 available); and

8 B. The anticipated duration of the medical absence is not less than 45 calendar days;
9 and

10 C. The employee's illness is confirmed in writing by a physician chosen by the
11 employee, and subject to reconfirmation by a physician chosen by the County

12 **Section 3: Rate of Pay:** CI hours will be paid at regular straight time pay at the time the
13 CI hours are taken/used. Shift differentials are excluded from the rate of pay.

14 **Section 4: Part-Time Employee Utilization:** The number of hours that a part-time
15 employee may record when using CI hours is what they would normally have been scheduled to
16 work.

17 **Section 5: Requesting CI Hours:** Once an employee reasonably believes they will have
18 to use CI hours, he/she must immediately contact the Human Resources Division for approval.
19 The Annual PTO Rewards Program will not be paid for this time. The qualifications of an illness
20 as "catastrophic" will be determined by the Human Resources Division.

21 **Section 6: Restrictions:**

22 A. Use of the CI hours may only occur upon exhaustion of PTO.

23 B. Hours in the CI bank will not be paid out at termination or death.

24 C. Use of CI hours is limited to an employee's own medical situation.

25 D. An employee may not donate CI hours to a third party.

26
27 **ARTICLE 17 - FUNERAL LEAVE**

28 **Section 1 – Purpose of Funeral Leave:** The purpose of this policy is to establish
29 guidelines for Funeral Leave for employees. In the event of the death of an employee's loved
30 one, the employee will be permitted time off without loss of pay or without being required to use
31 accrued PTO or Compensatory Time. The purpose of Funeral Leave is to allow time for the
32 employee to make funeral arrangements, attend or travel to/from the funeral, celebration of life,
33 visitation, wake, burial or pay respects to family; and/or to handle any estate related activities in

1 which the employee has a role. Employees not involved or attending the funeral may not qualify
2 for Funeral Leave.

3 **Section 2 – Eligibility:** This Policy shall apply to all employees who have been a
4 Chippewa County employee for 30 days or more.

5 **Section 3 – Family Member Definitions:** The following are definitions for each
6 classification of deceased family members or other individuals that will qualify an eligible
7 employee to use Funeral Leave:

8 A. Family Members Group 1: Defined as the employee's spouse, parent (includes
9 step-parent), and child (includes biological, adopted, step or foster child).

10 B. Family Members Group 2: Defined as father in-law, mother in-law, son in-law,
11 daughter in-law, grandparent, step grandparent, grandparent in-law, grandchild, step grandchild,
12 sibling (including step), sister in-law, brother in-law, uncle or aunt.

13 C. County Board Supervisor / County Employee: Any active County Board
14 Supervisor, active County employee or retired County employee that was with the County for 1
15 year or more.

16 **Section 4 – Time Off and Paid Funeral Leave Permitted by Classification:**

17 A. Family Members Group 1: Up to five (5) days and no more than forty (40) hours
18 paid at the employee's regular straight time hourly rate at the time of the Funeral Leave
19 multiplied by the number of hours the employee would otherwise have worked at the time of the
20 absence.

21 B. Family Members Group 2: Up to three (3) days and no more than twenty-four
22 (24) hours paid at the employee's regular straight time hourly rate at the time of the Funeral
23 Leave multiplied by the number of hours the employee would otherwise have worked at the time
24 of the absence.

25 C. County Board Supervisor / County Employee: Up to four (4) hours paid at the
26 employee's regular straight time hourly rate at the time of the Funeral Leave multiplied by the
27 number of hours the employee would otherwise have worked at the time of the absence to attend
28 the funeral or visitation of a County Board Supervisor or co-worker at the discretion of the
29 Sheriff or designee.

30 **Section 5 – Other Requirements:**

31 A. Funeral Leave will not be approved if the employee is on a paid or unpaid leave
32 of absence, worker's compensation leave, on scheduled PTO or laid-off. If the employee

1 chooses to cancel future PTO scheduled due to an upcoming funeral, Funeral Leave may be
2 approved by the Sheriff or designee and Human Resources Director or designee.

3 B. Funeral Leave may be taken continuously or non-continuously.

4 C. Funeral Leave shall be taken within 30 days of death unless approved by the
5 Sheriff or designee and Human Resources Director or designee.

6 D. Funeral Leave will not be counted as time worked for overtime calculation
7 purposes.

8 E. Payment for Funeral Leave shall only be for days lost from the approved regularly
9 scheduled work days/hours of the employee.

10 F. Funeral Leave is limited to ten (10) days and no more than eighty (80) hours
11 maximum per calendar year per employee.

12 G. Employee shall complete a Funeral Leave Request form and submit it to their
13 Direct Supervisor and/or the Sheriff for approval. The Sheriff or designee shall submit it to the
14 Human Resources Division for processing.

15 H. Funeral Leave Request Forms shall have an obituary or other documentation
16 attached that includes date of death and date of funeral. In rare instances, the obituary or other
17 documentation may be provided after the form is submitted, if approved by the Human
18 Resources Division.

19 I. Additional time off may be granted at the discretion of the Sheriff or designee and
20 chargeable to the accrued Paid Time Off (PTO) or Compensatory Time balances.

21 J. The County recognizes that the individuals designated in the policy may not
22 recognize other people within the family who are cared about deeply. In these instances, accrued
23 Paid Time Off (PTO) is available and may be approved by the Sheriff or designee.

24 K. Funeral Leave is not applicable to the loss of a pet.
25

26 **ARTICLE 18 - LONGEVITY BONUS**

27 **Section 1 – Purpose of Longevity Bonus:** The purpose of this policy is to recognize,
28 express appreciation for and reward long standing employees for their dedicated service to the
29 County.

30 **Section 2 - Eligibility, Bonus Schedule and Amount:** All active employees at the time
31 of the longevity bonus pay out are eligible for the bonus. Eligibility and payment are based on
32 consecutive years of service as of May 1st of each calendar year. All eligible employees shall
33 receive a longevity bonus according to the following schedule:

Years of Consecutive Service as of May 1 st	Bonus Amount
5 Years	\$500
10 Years	\$1,000
15 Years	\$1,500
20, 25 and 30 Years	\$2,000
35, 40 and 45 Years	\$2,500

The longevity bonus is paid in a lump sum on the second paycheck in May to all eligible employees with a milestone year defined above and is subject to federal, state and local income tax withholding and the withholding of the Employee's FICA and Medicare taxes.

Section 3- Other requirements:

A. Longevity bonuses are not prorated. Employees who terminate from the County and return at a later date, no matter how long the gap in employment, shall use the most recent rehire date to establish years of service for purpose of a longevity bonus.

B. A break in service as a result of time off on an approved FMLA, Military, County Medical, Personal or Workers' Compensation Leave will not reduce eligibility or unqualify an employee to receive a longevity bonus. If an employee is on an approved leave when the annual bonus is paid, they are not eligible to be paid the longevity bonus until the second paycheck upon return from leave.

C. In the event an employee transfers to another department or in/out of the contract, the longevity bonus will be charged to the account in the department that the employee is working and paid from on the date the longevity bonus is paid.

D. In the event an eligible employee retires (as defined under Article 15 – Paid Time Off (PTO, in Section 16: Separation) prior to May 1 and they reached a milestone year, they will be eligible to receive the applicable longevity bonus on their last paycheck. This does not apply to those resigning (as defined under Article 15 – Paid Time Off (PTO, in Section 16: Separation).

ARTICLE 19 - EMPLOYEE REFERRAL REWARD

Section 1 – Purpose of Employee Referral Reward: The purpose of this article is to establish guidelines for an Employee Referral Reward. The County would like to encourage employees to seek out and refer people they know to apply for open positions with Chippewa County. Open positions are posted on the County website's Career Opportunities page and the Human Resources Division Facebook page.

1 Current employees are well equipped to know who will connect with County government
2 and our mission to serve the public. We trust that employees know who may fit our culture best
3 and for this reason, the County will offer a Referral Reward (less taxes) via direct deposit to
4 employees who refer a candidate who is subsequently hired for a posted position.

5 **Section 2 – Referral Process:**

6 A. The referring employee shall complete an Employee Referral Form located on the
7 Employee Portal and submit it to the Human Resources Division.

8 B. The Employee Referral Form shall be submitted no later than the last day of the
9 close of the recruitment/advertisement on the County website. Open positions are typically
10 advertised for a two-week period. In rare cases, if a position is not advertised on the County
11 website, the Employee Referral Form is due at least two days before the interview by the
12 applicant and supervisor.

13 C. If two or more employees refer the same applicant, only the first referring
14 employee to submit the Referral Form to the Human Resources Division will receive the Referral
15 Reward.

16 **Section 3 – Referral Reward Amount:** To thank employees for recommending and
17 referring Chippewa County as an employer to people you know, the County will pay a Referral
18 Reward in two payment installments once the applicant / referred employee completes two (2)
19 months of employment and then twelve (12) months of employment with Chippewa County.

20 A. Total: The County employee making the referral is eligible for up to a \$1,000
21 Referral Reward (less taxes).

22 B. Payment 1: After the referred employee successfully completes two (2) months of
23 employment, \$250 (less taxes) will be paid to the County employee who made the referral on the
24 next pay period following eligibility.

25 C. Payment 2: After the referred employee successfully completes twelve (12)
26 months of employment, \$750 (less taxes) will be paid to the County employee who made the
27 referral on the next pay period following eligibility.

28 **Section 4 – Other Requirements:**

29 A. The Sheriff, managers, supervisors or employees directly or indirectly involved in
30 the hiring decision are not eligible for an Employee Referral Reward.

31 B. Referring employee must be an active Chippewa County employee at the time the
32 Referral Reward is paid.

1 C. Existing employees cannot be referred or qualify an employee for an Employee
2 Referral Reward.

3 D. The applicant shall not have applied previously for any County position within the
4 last 12 months.

5 E. Applicant shall not have been a previous employee, intern or independent
6 contractor of Chippewa County in the previous 24 months.

7 F. A Referral Reward shall not be paid to an employee for referring applicants
8 accepting LTE or Reserve positions that are scheduled and/or work less than 975 hours per
9 year/season or do not complete the entire season they were hired for.

10 G. The Department or Division receiving the new employee will be charged the
11 Employee Referral Reward. A Referral Reward shall not result in the Department going over
12 budget. It is recommended to adjust the start date accordingly if needed for budgetary reasons.

13 H. All individuals referred by employees will receive the same employment
14 consideration as applicants from other sources.

15 I. All information regarding the hiring decision will remain strictly confidential.
16 The referring employee will be notified by the Human Resources Division once eligibility for the
17 reward has been determined.

18 J. Chippewa County reserves the right to deny Referral Reward payments to any
19 employee who improperly makes promises or assurances of employment to prospective or actual
20 applicants, or otherwise engages in improper or inappropriate conduct related to this article.

21 22 **ARTICLE 20 - JURY DUTY**

23 All full-time employees called for jury duty shall, upon presentation of proper evidence,
24 receive their regular hourly wage provided that such jury duty was performed during regular and
25 scheduled hours of work. In order to be eligible for jury duty pay, employees must deliver to the
26 County any amounts paid to them by the Court, less mileage payment. The County may withhold
27 jury duty compensation until the employee remits to the County the payment received for jury duty
28 from the Court.

29 30 **ARTICLE 21 - RETIREMENT**

31 All eligible employees shall be covered by the Wisconsin Retirement Plan in accordance
32 with Wisconsin Statutes. The classifications of Investigator and Patrol Officer, shall be
33 "protective" status participants in the plan.

1 The County shall contribute to the Wisconsin Retirement Fund in accordance with
2 Wisconsin State Statutes. All employees shall be responsible to pay for one-half of the actuarially
3 required contributions for general municipal employees.

4 5 **ARTICLE 22 - INSURANCE**

6 **Section 1 - Health Insurance:** Upon termination of employment with Chippewa County,
7 health insurance coverage will continue until the end of the month at no additional premium cost
8 to the employee.

9 The employer agrees to the following premium contributions to be distributed as follows,
10 provided that the employee contribution shall not be less than the general municipal employee
11 contribution:

	2023	2024	2025
Employee Contribution	10.00%	6.00%	4.00%
Employer Contribution	90.00%	94.00%	96.00%

12
13 **Section 2 - Life Insurance:** All employees eligible for coverage under the Wisconsin Life
14 Insurance Plan shall be allowed coverage under the same. The County shall contribute such
15 percent as established by the Wisconsin Group Life Insurance Board.

16 **Section 3 - Disability Insurance:** All employees are automatically enrolled into long term
17 disability. 100% of the premium for long term disability insurance shall be paid by Chippewa
18 County. The design and selection, including all level of benefits provided to the County sponsored
19 long term disability plan and insurance carrier is determined solely by the County.

20 21 **ARTICLE 23 - MEETINGS AND SCHOOLS**

22 Existing departmental policy relative to continued payment to employees while attending
23 meetings and schools shall be continued. Employees may not drink alcohol while attending
24 meetings and going to school at County expense unless the consumption of alcoholic beverages is
25 a requirement for attendance at said school (i.e., intoxilizer training). When out of town, the
26 employee may drink alcohol on completion of a day's schooling or meeting, however the alcohol
27 expense is not reimbursable by the County.

1 **ARTICLE 24 - CLOTHING ALLOWANCE**

2 **Section 1 - Clothing:** The County shall furnish the initial uniform to all employees and
3 shall replace any worn or torn clothing as is needed.

4 **Section 2 - Civilian Clothing Replacement:** The County will pay for damage incurred in
5 the line of duty to civilian clothing, upon the employee's producing adequate proof of damage,
6 obtaining prior approval from the Sheriff or designee, filing a claim, and producing a dated receipt
7 for the specified replacement clothing.

8 **Section 3 - Clothing Allowance:** Investigators and Drug Officer shall receive a clothing
9 allowance of twenty-five (\$25.00) per month.

10
11
12 **ARTICLE 25 - WORKER'S COMPENSATION**

13 **Section 1 – Coverage:** Employees shall be covered by Worker's Compensation protection
14 insuring them, pursuant to state law, against injuries incurred while on the job.

15 **Section 2 – Coordination of Benefits:** In the event an employee is receiving benefits
16 under the Worker's Compensation Act for Injuries sustained while on the job, the County shall
17 continue to provide all employee benefits.

18 A. **PTO Accrual:** The equivalent of four (4) full pay periods under Worker's
19 Compensation shall be considered time worked for purposes of PTO accrual, and the employee
20 shall earn full accrual of PTO benefits during said period. Following the equivalent of four (4)
21 full pay periods, however, the employee's PTO benefits shall be pro-rated for all unpaid time and
22 time not worked.

23 B. **Insurance:** Insurance, if offered by the County and elected by the employee at the
24 time of the injury, shall be furnished by the Employer while an employee is on Worker's
25 Compensation. The employee shall be responsible to continue to pay his/her portion of all
26 insurance premiums. The employee shall use PTO or compensatory time to pay the employee
27 share of insurance premiums if such paid time is available.

28 C. **Duty Disability:** The liability for payment by the County under this Section shall
29 cease if said employee becomes eligible for and receives a duty-related disability pursuant to
30 Wisconsin statutes.

31 Seniority shall continue to accrue during the terms of temporary total disability
32 compensation.

ARTICLE 26 - SAVINGS CLAUSE

Should any provision of this Agreement be found to be in violation of any federal or state law by a court/tribunal of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. In such a case, the parties shall enter into collective bargaining for a suitable replacement, if appropriate.

ARTICLE 27 - DURATION

No verbal statement shall supersede any provisions of this Agreement. Any amendments or agreements supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

This Agreement shall be effective as of January 1, 2023, and shall remain in full force and effect through December 31, 2025.

Negotiations for any changes in this Agreement shall be consistent with the following schedule:

A. Written notice may be given by either party of an intent to bargain at least one-hundred twenty (120) days prior to the last effective day of this contract.


B. Any such negotiations shall commence as soon after August 1 as is possible; provided however, that the initial session, intended for exchange of proposals, shall be held not later than thirty (30) days after the notice required in "A" above. However, this time limitation may be waived, in writing, by mutual consent of the parties in agreement.

Nothing herein shall prevent the parties from altering or amending at any time any part hereof by mutual agreement.

SIGNATURE PAGE

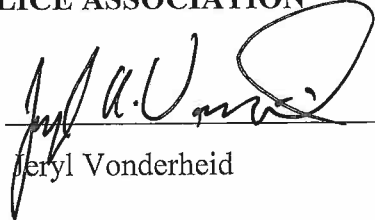
Dated this 16th day of December, 2022

CHIPPEWA COUNTY

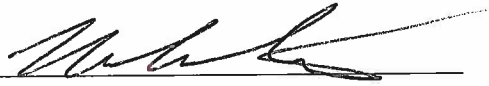
By: 
Randy Scholz, County Administrator

12-16-22
Date

WISCONSIN PROFESSIONAL
POLICE ASSOCIATION

By: 
Jeryl Vonderheid

12-16-22
Date

By: 
Mark Hollister

By: 
Trevor Plehal

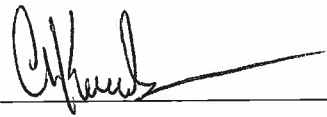
By: 
Chris Kowalczyk

EXHIBIT 1

Appendix Wage Schedule

2023 Wage Schedule - Effective January 1, 2023

		1- Hire	2	3	4
Investigator	3.25%	\$ 29.40	\$ 30.75	\$ 32.12	\$ 33.46
Patrol Officer	3.25%	\$ 27.05	\$ 28.38	\$ 29.74	\$ 31.05

2024 Wage Schedule - Effective January 1, 2024

		1- Hire	2	3	4
Investigator	3.00%	\$ 30.28	\$ 31.67	\$ 33.08	\$ 34.46
Patrol Officer	3.00%	\$ 27.86	\$ 29.23	\$ 30.63	\$ 31.98

2025 Wage Schedule - Effective January 1, 2025

		1- Hire	2	3	4
Investigator	3.00%	\$ 31.19	\$ 32.62	\$ 34.07	\$ 35.49
Patrol Officer	3.00%	\$ 28.70	\$ 30.11	\$ 31.55	\$ 32.94

FTO Rate - \$0.57/ hour

LETTER OF UNDERSTANDING

Between

CHIPPEWA COUNTY
And
WISCONSIN PROFESSIONAL POLICE ASSOCIATION

The Wisconsin Professional Police Association, on behalf of its' affiliate, Local No. 239, Chippewa County Deputy Sheriff's Association hereby enters into an agreement with Chippewa County Sheriff's Department regarding the Courthouse Security Officer assignment in the Patrol Division.

1. Chippewa County shall put up a posting for all interested, non-probationary status Patrol Officers.
2. The Sheriff shall select a candidate for the assignment from the posting of qualified Patrol Officers. The selection by the Sheriff shall not be subject to the grievance procedure, Article 4, of the labor agreement currently in force and effect.
3. The employee selected for the assignment shall serve a minimum of one (1) calendar year. A yearly review by the supervisor shall be required. The assignment shall not be considered permanent. The employee assigned may opt out of the assignment at the time of any shift pick during the year following completion of the first year. At that time the assignment will be re-posted. The Sheriff may remove the employee from the assignment for just cause.
4. The Courthouse Security Officer shall work a monthly schedule approved by the division head or designee. The regular workday shall be eight (8) consecutive hours, with the start times varying from 0700-1900 hours. However, the Association recognizes that special circumstances may require the adjustment of the Courthouse Security Officer duties/schedule. This adjustment of schedule or duties shall not create overtime or compensatory time; unless the total number of hours worked in the pay period exceed the contractual parameters specified in Article 13 of the labor agreement.
5. On those occasions where there are duties needed in the Patrol Division, the assignment shall perform Patrol duties as assigned by the division head or designee.
6. The bargaining unit Patrol Officer employee who is selected for this assignment shall continue to accrue seniority in the Patrol classification and shall receive all pay and remuneration in step with classification.

This agreement shall be non-precedent setting and shall sunset on December 31, 2025 unless mutually agreed upon by both parties to extend the agreement.

Dated this 16th day of December, 2022

CHIPPEWA COUNTY

By: _____

Randy Scholz, County Administrator

WISCONSIN PROFESSIONAL
POLICE ASSOCIATION

By: _____

Jeryl Vonderheid

By: _____

Mark Hollister

By: _____

Trevor Plehal

By: _____

Chris Kowalczyk

LETTER OF UNDERSTANDING

Between

CHIPPEWA COUNTY

And

WISCONSIN PROFESSIONAL POLICE ASSOCIATION

The Wisconsin Professional Police Association, on behalf of its' affiliate, Local No. 239, Chippewa County Deputy Sheriff's Association hereby enters into an agreement with Chippewa County Sheriff's Department regarding the Drug Officer in the Patrol Division.

1. Chippewa County shall put up a posting for all interested, non-probationary status Patrol Officers.
2. The Sheriff shall select a candidate for the assignment from the posting of qualified Patrol Officers. The selection by the Sheriff shall not be subject to the grievance procedure, Article 4, of the labor agreement currently in force and effect.
3. The employee selected for the assignment shall serve a minimum of three (3) calendar years, with a yearly review by the supervisor. This assignment may extend beyond the time frame pending special situations. The assignment shall not be considered permanent. The employee assigned may opt out of the assignment at the time of any shift pick during the year. At that time, the assignment will be re-posted. The Sheriff may remove the employee from the assignment for just cause.
4. The Drug Officer shall perform work on a regular rotation of five (5) days of work followed by two (2) days of rest, with the cycle repeating. The normal days of rest shall be Saturday and Sunday. The regular workday shall be eight (8) consecutive hours, with the start times varying from 0700-1900 hours. However, the Association recognizes that special circumstances may require the adjustment of the Drug Officer duties, at which time the Drug Officer shall take his/her days off during the regular workweek. This adjustment of schedule shall not create overtime or compensatory time; unless the total number of hours worked in the pay period exceed the contractual parameters specified in Article 13 of the labor agreement.
5. On those occasions where there are duties needed in the Patrol Division, the assignment shall perform Patrol duties as assigned by the division head or designee.
6. The bargaining unit Patrol Officer employee who is selected for this assignment shall continue to accrue seniority in the Patrol classification and shall receive all pay and remuneration in step with Investigator classification.

This agreement shall be non-precedent setting and shall sunset on December 31, 2025 unless mutually agreed upon by both parties to extend the agreement.

Dated this 16th day of December, 2022

CHIPPEWA COUNTY

By: Randy Scholz
Randy Scholz, County Administrator

WISCONSIN PROFESSIONAL
POLICE ASSOCIATION

By: Jerry Vonderheid
Jerry Vonderheid

By: Mark Hollister
Mark Hollister

By: Trevor Plehal
Trevor Plehal

By: Chris Kowalczyk
Chris Kowalczyk

LETTER OF UNDERSTANDING

Between

CHIPPEWA COUNTY

and

WISCONSIN PROFESSIONAL POLICE ASSOCIATION

The Wisconsin Professional Police Association (the "Association"), on behalf of its' affiliate, Local No. 239, Chippewa Deputy Sheriffs' Association hereby enters into the following agreement with Chippewa County (the "County") regarding the **K-9 Deputy** assignment in the Patrol Division of the Chippewa County Sheriff's Department (the "Department"):

1. The Sheriff or designee shall select a candidate for the assignment from a posting of qualified Patrol Officers. Eligible employees to be considered for the position shall be in good standing with the Department and have one full year of service with the Department. The selection by the Sheriff or designee shall not be subject to the grievance procedure, Article 4, of the labor agreement current in force and affect.
2. The employee selected for the assignment shall serve as the K-9 Deputy for the life of the K-9. The assignment shall not be considered permanent. The Sheriff may remove the employee from the assignment for just cause.
3. The K9 Deputy shall be paid thirty (30) minutes each day, seven days per week, at one and one-half (1-1/2) times the prevailing rate for the care and maintenance of the canine.
4. The K-9 Deputy shall work a monthly schedule approved by the Sheriff or designee. The regular work schedule shall follow the 12 hour work schedule, 3:00 p.m. to 3:00 a.m. shift. However, the Association recognizes that special circumstances may require the adjustment of the K-9 Deputy's duties/schedule. This adjustment of the schedule or duties shall not create overtime or compensatory time, unless the total number of hours worked in the pay period exceed the parameters specified in Article 13 of the labor agreement.
5. Buy back option: When the dog's service life as a police canine has been exhausted, the employee assigned as the dog's handler at the time shall be given first choice in purchasing the dog from the County for \$1.00.
6. The employee assigned shall complete a K-9 handler training program as determined at the discretion of the Sheriff prior to performance of K-9 Deputy duties.
7. The employee assigned shall continue to accrue seniority in the Patrol classification and shall receive all pay and remuneration in step with classification.

This agreement shall be non-precedent setting and shall sunset on December 31, 2025 unless mutually agreed upon by both parties to extend the agreement.

Dated this 16th day of December, 2022

CHIPPEWA COUNTY

By: Randy Scholz
Randy Scholz, County Administrator

WISCONSIN PROFESSIONAL
POLICE ASSOCIATION

By: Jeryl Vonderheid
Jeryl Vonderheid

By: Mark Hollister
Mark Hollister

By: Trevor Plehal
Trevor Plehal

By: Chris Kowalczyk
Chris Kowalczyk

LETTER OF UNDERSTANDING

Between

CHIPPEWA COUNTY
And
WISCONSIN PROFESSIONAL POLICE ASSOCIATION

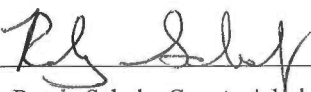
The Wisconsin Professional Police Association, on behalf of its' affiliate, Local No. 239, Chippewa County Deputy Sheriff's Association hereby enters into an agreement with Chippewa County Sheriff's Department regarding the **Recreational Officer** in the Patrol Division.

1. Chippewa County shall put up a posting for all interested, non-probationary status Patrol Officers.
2. The Sheriff shall select a candidate for the assignment from the posting of qualified Patrol Officers. The selection by the Sheriff shall not be subject to the grievance procedure, Article 4, of the labor agreement currently in force and effect.
3. The employee selected for the assignment shall serve a minimum of one (1) calendar year. The assignment shall not be considered permanent. The employee assigned may opt out of the assignment at the time of any shift pick during the year. At that time the assignment will be re-posted. The Sheriff may remove the employee from the assignment for just cause.
4. The Recreational Officer shall work a monthly schedule approved by the division head or designee. The regular workday shall be up to twelve (12) consecutive hours, with the start times varying from 0700-1900 hours. However, the Association recognizes that special circumstances may require the adjustment of the Recreational Officer duties/schedule. This adjustment of schedule or duties shall not create overtime or compensatory time, unless the total number of hours worked in the pay period exceed the contractual parameters for 12 hours shifts which is 84 hours in the two week pay period.
5. On those occasions where there are duties needed in the Patrol Division, the assignment shall perform Patrol duties as assigned by the division head or designee.
6. The bargaining unit Patrol Officer employee who is selected for this assignment shall continue to accrue seniority in the Patrol classification and shall receive all pay and remuneration in step with classification.

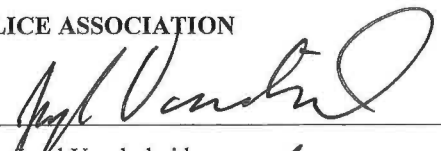

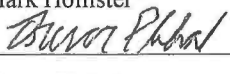

This agreement shall be non-precedent setting and shall sunset on December 31, 2025 unless mutually agreed upon by both parties to extend the agreement.

Dated this 16th day of December, 2022

CHIPPEWA COUNTY

By: 
Randy Scholz, County Administrator

WISCONSIN PROFESSIONAL
POLICE ASSOCIATION

By: 
Jeryl Vonderheid
By: 
Mark Hollister
By: 
Trevor Plehal
By: 
Chris Kowalczyk

LETTER OF UNDERSTANDING

Between

CHIPPEWA COUNTY
and
WISCONSIN PROFESSIONAL POLICE ASSOCIATION

The Wisconsin Professional Police Association (the "WPPA"), on behalf of its' affiliate, Local No. 239, Chippewa Deputy Sheriffs' Association hereby enters into the following agreement with Chippewa County (the "County") to make a one-time longevity reward payment to eligible WPPA bargaining unit employees under the same terms and conditions as approved by the County Board for eligible general municipal employees pursuant to Resolution 50-22.

1. Chippewa County will use American Rescue Plan Act (ARPA) funds to pay for the one-time longevity reward payments.
2. Eligible employees are defined in Chapter 3, Section 20. Longevity Bonus of the Chippewa County Human Resources Policy Manual.
3. Each eligible employee shall be paid \$200 for each 5-year anniversary that occurred prior to the effective date of May 1, 2022 for 5-year anniversary longevity bonus payments under Chapter 3, Section 20. Longevity Bonus of the Chippewa County Human Resources Policy Manual. Two examples to demonstrate how the payments are determined is as follows:
 - a. If an employee has worked for Chippewa County for 21 years prior to May 1, 2022, that employee will receive \$800 (\$200 X 4 missed milestone bonuses)
 - b. If an employee has worked for Chippewa County for 11 years prior to May 1, 2022, that employee will receive \$400 (\$200 X 2 missed milestone bonuses)
4. One-time longevity reward payments shall be paid to eligible WPPA bargaining unit employees pursuant to this Agreement on their December 30, 2022 paycheck.


This side letter agreement shall be non-precedent setting and shall sunset on the date that the reward payments have been made to all eligible WPPA bargaining unit employees.

Dated this 16th day of December, 2022

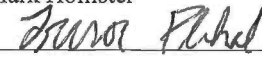
CHIPPEWA COUNTY

By: 
Randy Scholz, County Administrator

WISCONSIN PROFESSIONAL
POLICE ASSOCIATION

By: 
Jeryl Vonderheid

By: 
Mark Hollister

By: 
Trevor Plehal

By: 
Chris Kowalczyk