

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

(July 1, 2025- December 31, 2027)

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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:

- 5

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 CCDSA is not compulsory. Any employee
6 may join the CCDSA 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 CCDSA has denied an employee membership contrary to Wis. Stats. §111.70(2).

11 **Section 2 – Fair and Equal Representation:** The CCDSA 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 CCDSA,
15 the County agrees to deduct the amount of dues certified by the CCDSA as the amount uniformly
16 required of its members from the earnings of the employee and pay the amount so deducted to the
17 CCDSA on or before the end of the month in which the deduction is made.

18 The CCDSA does hereby indemnify and shall save the County harmless against any and
19 all claims, demands, suits, or other forms of liability, including court costs, that shall arise out of
20 or 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 CCDSA, the
24 County shall submit annually to the CCDSA a list of all employees covered by the CCDSA
25 Agreement listing their classification and beginning dates of employment and rate of pay.

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

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

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

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

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

16 **Section 5 - Steps in Procedure:**

17 1. The grievance will be orally discussed between the grievant and the immediate
18 supervisor, Department Head and Human Resources Director within ten (10) business days of the
19 date that the grievant knew or should have known about the event giving rise to the grievance to
20 attempt to resolve the grievance. If the grievance is not mutually resolved orally, the employee
21 shall prepare and submit a written grievance to the Department Head and Human Resources
22 Director within ten (10) calendar days from the date that the grievant receives written notification
23 from the County that a resolution could not be agreed to orally.

24 In the event of a grievance, the grievant shall continue to perform their assigned
25 tasks. The County will further investigate the grievance and submit a decision to the grievant
26 within seven (7) calendar days after receiving written notice of the grievance.

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

1 3. If the grievance is not settled at the second step, the employee may appeal the
2 written grievance to the Executive Committee within seven (7) calendar days after receipt of the
3 written decision of the Department of Administration. The Executive Committee shall discuss the
4 grievance with the employee; following said conference the Executive Committee shall respond
5 within ten (10) calendar days via the Department of Administration.

6 4. Arbitration:

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

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

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

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

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

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

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

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

ARTICLE 6 - PROBATIONARY EMPLOYEES

Section 1 - Probationary Period and Separation: New employees shall serve a probationary period of twelve (12) months, or 2080 "work" hours, whichever is greater, and may be extended at the discretion of the Sheriff with cause. The County may separate an employee from service for any reason during such probationary period without recourse to the grievance procedure. It is understood that such employees may, on their own or with the assistance of the CCDSA, initiate

1 or seek legal redress afforded by state or federal laws. All employees retained after the proba-
2 tionary period shall be entitled to all rights and benefits granted under this Agreement retroactive
3 to the original date of employment.

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

7 **ARTICLE 7 - DISCIPLINE AND DISCHARGE**

8 **Section 1 - Just Cause:** The County will not discipline or discharge any employee without
9 just cause. Discipline shall consist of discharge, suspension, demotion, written warning, and oral
10 warning. Written notice of a disciplinary action shall be given to the employee within thirty (30)
11 days of the completion of the investigation and shall include the specific rule and/or written County
12 or departmental policy alleged to have been violated, along with the facts relating to the alleged
13 offense. A copy of such notices shall be provided to the Human Resources Director.

14 **Section 2 - Appeal:** Any disciplinary action may be appealed utilizing the grievance
15 procedure (Article 4) commencing at Step 2. If the discipline is overturned as a result, the
16 employee shall be reinstated and any documentation related to the disciplinary action shall be
17 removed from the employee's file. The parties may mutually agree at any time that an employee
18 may be reinstated with full, partial, or no compensation for lost time.

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

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

30 **ARTICLE 8 - SENIORITY, JOB POSTING AND PROMOTION**

31 **Section 1 - Seniority:** Seniority shall begin at the time of most recent date of full-time
32 employment in the Field Services Division and shall not be diminished by temporary layoffs of
33 less than twelve (12) months. Seniority earned within the Field Services Division (regardless if it

is in or out of the bargaining unit) shall not be lost when an employee voluntarily or involuntarily reverts back to their prior bargaining unit position or a position of lesser rank. Seniority shall exist within each division for the purpose of shift pick, PTO requests or other related matters.

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

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

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

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

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

Section 6 - Posting: Whenever an Investigator vacancy is to be filled or new Investigator position occurs, the position shall be posted on the main bulletin board for five (5) calendar days. This posting shall include the job title, rate of pay and the job description which outlines the minimum qualifications for the position in question. All employees who are interested in the job and who possess the minimum qualifications, may sign the posting indicating their interest. Whenever the County seeks to fill a bargaining unit Investigator position, it shall first attempt to fill the position through an internal (Sheriff's Dept.) posting procedure. Thus, qualified bargaining unit candidates and non-bargaining County Patrol Sergeants will be given first opportunity to fill the Investigator vacancy or new position before outside applicants may be considered. County Patrol Sergeants are not members of the qualified collective bargaining unit.

1 Except as expressly provided for under this section for the limited purpose of internal postings
2 for Investigator position vacancies, County Patrol Sergeants are not afforded or entitled to any
3 bargaining rights of bargaining unit members under this collective bargaining agreement.

4 The following procedures shall apply to Investigator vacancies or new positions which are
5 to be filled:

6 A. Rating Categories: Successful candidates shall receive points, based on objective
7 standards, awarded in the following categories:

<u>Category</u>	<u>Maximum Points</u>
Education	20
Seniority	20
Performance Review	35
Interview	<u>25</u>
Total	100

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

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

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

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

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

30 B. Trial Period and Certification: The employee candidate who is awarded the job
31 under B above, shall serve a trial period of up to six (6) months during which the Sheriff may
32 revert the employee to his/her former job where a determination is made that the employee will
33 not satisfactorily complete the trial period. A decision to revert an employee under this provision

1 is not subject to the grievance procedure of this Agreement. During the first thirty (30) working
2 days in the new position, the employee may unilaterally decide to revert to his/her former position
3 and, if so, shall be treated as though he/she had not left the former position.

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

9 C. Outside Applicants: As long as there exists a qualified (as determined by the
10 County) bargaining unit or County Patrol Sergeant applicant under the internal procedure defined
11 above, no outside applicant may be considered. Only where there is no bargaining unit employee
12 or County Patrol Sergeant applicant found to be qualified via the internal procedure will the County
13 resort to hiring procedures for consideration of outside applicants.

14 D. Pay Step in New Position: Upon appointment to an Investigator position through
15 the procedure outlined in Section 6, the employee shall be paid at the next highest pay rate within
16 the new classification. If the appointment is a promotion from Patrol Officer to Investigator, the
17 new pay rate shall also provide an increase of at least 2 percent. The employee shall be paid at the
18 rate effective upon the date of employment in the higher class. For the purposes of this contract,
19 a promotion is defined as movement from an entry level position to Investigator. An entry level
20 position is defined as a patrol officer. Movement between entry level positions shall not be
21 considered a promotion as defined in this contract. If the appointment is a transfer from County
22 Patrol Sergeant to Investigator, the appointee shall be placed at an appropriately placed step as
23 agreed upon by both the County and the CCDSA.

24 25 **ARTICLE 9 - PAYROLL**

26 **Section 1 - Insurance and Investment Plans**: The Employer agrees to allow the
27 employee to have payroll deductions for IRS approved insurance and investment plans, and to pay
28 said payments to appropriately approved agencies as approved by the County.

29 **Section 2 - 125/129 Flexible Spending Plan**: The Employer agrees to allow the employee
30 to have payroll deductions for a 125/129 Flexible Spending, and to pay said deductions to the
31 agency approved by the County.

32 **Section 3 - Special Payments**: Special payments for negotiations retroactive pay shall be
33 made, if necessary.

1 **Section 4 – Direct Deposit:** All employees shall have their paychecks direct deposited to
2 a banking facility chosen by the employee.

3
4 **ARTICLE 10 - WORK CURTAILMENT**

5 Neither the CCDSA nor any officers, agents, or employees will instigate, promote,
6 encourage, sponsor, engage or condone any strike, picketing, slowdown, concerted work stoppage,
7 or any other intentional interruption of work during the term of this Agreement. During the term
8 of this contract, informational picketing by employees during their non-working hours is
9 authorized, providing the same does not result in disruption of normal work activities.

10
11 **ARTICLE 11 - NEW POSITIONS**

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

16
17 **ARTICLE 12 - CCDSA BUSINESS**

18 The CCDSA agrees to conduct its business off the job, except as hereinafter provided. This
19 Article shall not operate in any manner that would prevent an officer from the proper investigation
20 and processing of any grievance in accordance with the procedures outlined in this Agreement, or
21 to prevent certain routine, reasonable business such as the posting of CCDSA notices or bulletins.
22 The CCDSA agrees that a CCDSA Officer or his/her designee shall notify his/her supervisor or
23 designee before he/she attends to CCDSA business and upon returning to his/her normal duties.

24
25 **ARTICLE 13 - WORK WEEK, HOURS OF WORK AND OVERTIME**

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

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

7 **Section 3 - Call In Pay:** A minimum of two (2) hours payable at the rate of time and one-
8 half (1½) pay shall be granted to any employee who is required to and reports for duty outside his
9 or her regular schedule of hours. Required appearances for court, conferences with the district
10 attorney's office, departmental meetings, training sessions or schooling shall be considered time
11 worked. This section is not applicable to any time contiguous to an employee's regular work
12 schedule. This section is also not applicable to time spent by an employee performing social media
13 tasks on behalf of the department.

14 **Section 4 - Overtime:**

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

32 1. Employees working a twelve (12) hour work schedule shall be able to
33 accrue up to forty-eight (48) hours of compensatory time in any calendar year and all other

employees not working a twelve (12) hour work schedule shall be able to accrue up to eighty (80) hours of compensatory time in any calendar year;

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

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

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

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

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

Section 5 - Work Schedule:

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

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

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

7:00 a.m. - 7:00 p.m.

11:00 a.m. - 11:00 p.m.

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

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

7:00 p.m. - 7:00 a.m.

1
2 Shift selection. Shift selection for Patrol Officers working the twelve (12) hour work
3 schedule shall be posted once per year: in October for January through June and July through
4 December. The senior Patrol Officer shall have three (3) days to make his or her shift selection.
5 Failure to make this selection within the designated three (3) days they shall move that Patrol
6 Officer to the bottom of the shift selection list. The employer reserves the right to assign 20 percent
7 (no rounding up) of non-probationary staff to shifts for training purposes. The employee assigned
8 to a different shift shall displace the least senior employee on the shift and remain on the newly
9 assigned shift for no longer than the duration of the shift pick.

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

17
18 B. **Investigators:** Investigators may work an eight (8) or ten (10) hour day. Eight (8)
19 hour shift to commence at 0800 hours and the ten (10) hour shift to commence at 0700 hours on a
20 normal basis. Shift pick shall be posted in October each year and effective for the following three
21 periods: January through April, May through August and September through December. If a ten
22 (10) hour work schedule is approved, the day of the week that someone has off, due to working a
23 ten (10) hour shift, shall be determined by the Sheriff or designee and shall be determined on a
24 rotating basis. The Sheriff or designee may revoke the use of then (10) hour work schedule at any
25 time.

26 NOTE: The Sheriff or designee reserves the right (and the CCDSA agrees) under conditions of
27 emergency, or other exigent circumstances, hours or days of work may be varied to fulfill the
28 mission of the Sheriff's Department. In those cases, hours or days will be whatever the Sheriff or
29 designee deems necessary without any regard to starting times or days; provided that, the
30 employee's regular shift shall remain at eight (8), ten (10) or twelve (12) consecutive hours. It is
31 further agreed, however, that such exceptions will be only for limited periods of time during which
32 the above-mentioned emergencies, or other exigent circumstances exist.

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

6 **Section 7 - Shift Differential:** Employees who work between the hours of 6:00 p.m. and
7 6:00 a.m. shall receive an additional \$1.00/hour for those hours worked. Shift differential shall
8 only be paid when recording regular or overtime hours and no other pay codes. (12)

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

13 **Section 9 - Recruit Deputy:**

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

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

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

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

5 D. Tuition and Other Expenses: The County shall pay for the academy costs
6 including tuition, books and uniforms for sponsored Recruit Deputies only. The Recruit Deputy
7 is responsible for paying for meals, mileage and any necessary lodging that is needed. If an
8 employee is not sponsored prior to starting with Chippewa County, but instead starts with
9 Chippewa County after already enrolling/registering or in the middle of an already in progress
10 LESB course, the cost of the academy and all associated costs are the responsibility of the Recruit
11 Deputy.

12 E. Wages: The Recruit Deputy shall be paid at a lower wage than a Patrol Officer as
13 defined in the Appendix Wage Scale in Exhibit 1. Upon proof of LESB certification and approval
14 of the Sheriff or designee, based on feedback from the Academy (attendance, class performance,
15 etc.), the Recruit Deputy shall be promoted to a Patrol Officer on the day following graduation
16 from the Wisconsin Law Enforcement Academy and shall be placed at the Hire rate of the Patrol
17 Officer wage scale. Seniority for purpose of shift pick, holiday/PTO requests and other related
18 matters shall be based on the start date as a Patrol Officer.

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

28 29 **ARTICLE 14 - HOLIDAYS**

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

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

Section 3 - Schedule and Accrual:

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

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

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

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

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

ARTICLE 15 – PAID TIME OFF (PTO)

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

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

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

Movement to Higher Multiplier

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

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

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

Section 5: Scheduled PTO Selection: Scheduled PTO shall be selected by seniority and by job classification. Employees shall select their priority choice or consecutive work days of Scheduled PTO by December 15 of the calendar year that precedes the calendar year in which the Scheduled PTO will be taken. Employees shall select one to five (1-5) consecutive work days during the initial selection until each employee in each respective job classification has made or has been given an opportunity to make a selection. All subsequent Scheduled PTO earned by the employee shall be selected by seniority, by job classification, if selected by December 15 of the calendar year that precedes the calendar year in which the Scheduled PTO will be taken. Scheduled PTO shall be sent to the Sheriff or designee by email. The time and date stamp of the sent email will be used as the submitted time and date. Remaining PTO shall be taken on a first-

come first-served basis. A priority week of Scheduled PTO shall be defined as one to five (1-5) consecutive working days.

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

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

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

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

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

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

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

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

When solely utilizing federal FMLA leave, an employee shall be required to substitute definite and certain paid leave benefits for unpaid leave including PTO and compensatory time

1 unless the employee does not have sufficient paid time to cover the duration of the leave period.
2 In this case, substitution of available paid time shall be applied evenly and intermittently across
3 the leave period. In addition, employees may be allowed to maintain up to approximately 40.0
4 hours of paid time in their accrual bank (including any combination of PTO, and/or compensatory
5 time) following expiration of FMLA, unless the paid time is needed to be used to recover employee
6 benefit and mandatory deductions during the leave period. The Human Resources Division shall
7 calculate necessary PTO or compensatory time to be exhausted to comply with this rule. Due to
8 rounding, The Human Resources Division may allow/require up to 39-41 hours of paid time to be
9 maintained in the employee accrual bank.

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

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

21 Employees on unpaid status shall not accrue PTO on the unpaid time and all other benefits
22 shall be prorated, with the exception of ARTICLE 25 – WORKER'S COMPENSATION, Section
23 2, Coordination of Benefits.

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

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

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

29 **Section 16: Separation:** The accumulated PTO of those employees leaving Chippewa
30 County employment due to a qualified separation shall be converted into the County's Conversion
31 Plan, (herein referred to as the "Plan"). The conversion of PTO is mandatory upon a qualified
32 separation and all separating employees with unused PTO on the date of their separation shall
33 participate in the Plan. The employee shall have all PTO converted to a dollar value calculated by

1 taking the number of total PTO hours multiplied by the regular straight time hourly rate of pay at
2 the time of separation (hereinafter "Benefit").

3 Following are definitions for terms used in this Section:

4
5 A. Qualified Separation is defined as follows:

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

8 2. Permanent layoff from employment.

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

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

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

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

17 D. Employee Notice: For the purposes of employee notice, the following definitions
18 apply:

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

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

23 3. Working Notice is when the employee must work their normally scheduled
24 shift the entire required notice period as defined below. If time off is planned and approved during
25 the notice period, the employee's last day of employment must be extended to provide a working
26 notice equal to the full amount of the notice (2 weeks or 30 days). If an employee takes
27 unscheduled PTO during the notice period and is able to extend their last day to provide a proper
28 qualified separation notice (2 weeks or 30 days), the employee shall not be paid the unscheduled
29 PTO until the working notice is paid on the final paycheck.

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

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

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

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

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

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

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

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

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

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

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

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

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

1 **ARTICLE 16 – CATASTROPHIC ILLNESS BANK**

2 **Section 1: Purpose:** The Catastrophic Illness Bank may be used should the employee
3 have a catastrophic illness and exhaust all other time available. The days may be used for the
4 employee's illness only. The purpose of this article is to provide employees, with a Catastrophic
5 Illness (CI) bank, guidelines on how to utilize these hours should an employee medical related
6 event require their absence upon depletion of their PTO. Effective on the date immediately prior
7 to the date of ratification of the successor collective bargaining agreement by the parties,
8 employees will no longer accrue hours into the CI bank. The hours that are in the CI bank as of
9 12/31/2017 will be frozen and no additional hours may be accrued.

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

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

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

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

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

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

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

27 **Section 6: Restrictions:**

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

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

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

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

ARTICLE 17 - FUNERAL LEAVE

Section 1 – Purpose of Funeral Leave: The purpose of this policy is to establish guidelines for Funeral Leave for employees. In the event of the death of an employee's loved one, the employee will be permitted time off without loss of pay or without being required to use accrued PTO or Compensatory Time. The purpose of Funeral Leave is to allow time for the employee to make funeral arrangements, attend or travel to/from the funeral, celebration of life, visitation, wake, burial or pay respects to family; and/or to handle any estate related activities in which the employee has a role. Employees not involved or attending the funeral may not qualify for Funeral Leave.

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

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

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

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

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

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

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

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

C. County Board Supervisor / County Employee: Up to four (4) hours paid at the employee's regular straight time hourly rate at the time of the Funeral Leave multiplied by the

1 number of hours the employee would otherwise have worked at the time of the absence to attend
2 the funeral or visitation of a County Board Supervisor or co-worker at the discretion of the
3 Sheriff or designee.

4 **Section 5 – Other Requirements:**

5 A. Funeral Leave will not be approved if the employee is on a paid or unpaid leave
6 of absence, worker's compensation leave, on scheduled PTO or laid-off. If the employee
7 chooses to cancel future PTO scheduled due to an upcoming funeral, Funeral Leave may be
8 approved by the Sheriff or designee and Human Resources Director or designee.

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

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

12 D. Funeral Leave will not be counted as time worked for overtime calculation
13 purposes.

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

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

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

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

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

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

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

1 **ARTICLE 18 - LONGEVITY BONUS**

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

5 **Section 2 - Eligibility, Bonus Schedule and Amount:** All active employees at the time
6 of the longevity bonus pay out are eligible for the bonus. Eligibility and payment are based on
7 consecutive years of service as of May 1st of each calendar year. All eligible employees shall
8 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

9
10 The longevity bonus is paid in a lump sum on the second paycheck in May to all eligible
11 employees with a milestone year defined above and is subject to federal, state and local income
12 tax withholding and the withholding of the Employee's FICA and Medicare taxes.

13 **Section 3- Other requirements:**

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

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

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

25 D. In the event an eligible employee retires (as defined under Article 15 – Paid Time
26 Off (PTO, in Section 16: Separation) prior to May 1 and they reached a milestone year, they will

1 be eligible to receive the applicable longevity bonus on their last paycheck. This does not apply
2 to those resigning (as defined under Article 15 – Paid Time Off (PTO, in Section 16: Separation).

4 **ARTICLE 19 - EMPLOYEE REFERRAL REWARD**

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

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

14 **Section 2 – Referral Process:**

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

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

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

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

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

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

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

4 **Section 4 – Other Requirements:**

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

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

9 C. Existing employees cannot be referred or qualify an employee for an Employee
10 Referral Reward.

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

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

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

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

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

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

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

29
30 **ARTICLE 20 - JURY DUTY**

31 All full-time employees called for jury duty shall, upon presentation of proper evidence,
32 receive their regular hourly wage provided that such jury duty was performed during regular and
33 scheduled hours of work. In order to be eligible for jury duty pay, employees must deliver to the

1 County any amounts paid to them by the Court, less mileage payment. The County may withhold
2 jury duty compensation until the employee remits to the County the payment received for jury duty
3 from the Court.
4

5 **ARTICLE 21 - RETIREMENT**

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

9 The County shall contribute to the Wisconsin Retirement Fund in accordance with
10 Wisconsin State Statutes. All employees shall be responsible to pay for one-half of the actuarially
11 required contributions for general municipal employees.
12

13 **ARTICLE 22 - INSURANCE**

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

17 The employer agrees that the employee and employer contributions shall match
18 those of the general municipal employees.

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

22 **Section 3 - Disability Insurance:** All employees are automatically enrolled into long term
23 disability. 100% of the premium for long term disability insurance shall be paid by Chippewa
24 County. The design and selection, including all level of benefits provided to the County sponsored
25 long term disability plan and insurance carrier is determined solely by the County.
26

27 **ARTICLE 23 - MEETINGS AND SCHOOLS**

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

1
2 **ARTICLE 24 - CLOTHING ALLOWANCE**

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

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

9 **Section 3 - Clothing Allowance:** Investigators and Drug Officer shall receive a clothing
10 allowance of twenty-five (\$25.00) per month.
11
12

13 **ARTICLE 25 - WORKER'S COMPENSATION**

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

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

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

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

27 Seniority shall continue to accrue during the terms of temporary total disability
28 compensation.
29

30 **ARTICLE 26 - SAVINGS CLAUSE**

31 Should any provision of this Agreement be found to be in violation of any federal or state
32 law by a court/tribunal of competent jurisdiction, all other provisions of this Agreement shall

1 remain in full force and effect for the duration of this Agreement. In such a case, the parties shall
2 enter into collective bargaining for a suitable replacement, if appropriate.

3
4 **ARTICLE 27 - DURATION**

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

8 This Agreement shall be effective as of July 1, 2025 and shall remain in full force and effect
9 through December 31, 2027.

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

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

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

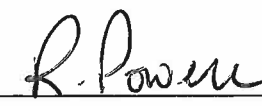
18 Nothing herein shall prevent the parties from altering or amending at any time any part
19 hereof by mutual agreement.

SIGNATURE PAGE

CHIPPEWA COUNTY

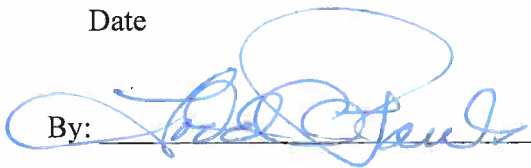
WISCONSIN PROFESSIONAL
POLICE ASSOCIATION


By: 
Chuck Hull, County Board Chair

By: 
Robert Powell

2 APR 25
Date

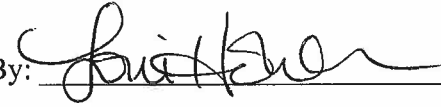
04/01/25
Date

By: 
Todd Pauls, Corporation Counsel

By: 
Mark Hollister

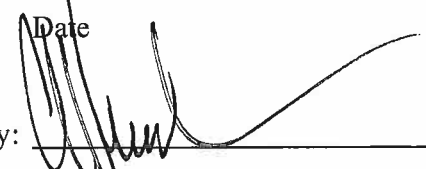
04/02/2025
Date

3/25/2025
Date

By: 
Toni Hohlfelder, Human Resources Director

By: 
Trevor Plehal

4-1-25
Date

3-25-25
Date
By: 
Chris Kowalczyk

3-25-2025
Date

EXHIBIT 1

Appendix Wage Schedule

2025 Wage Schedule - Effective July 1, 2025

		1- Hire	2	3	4
Investigator	9.00% (+1.00% step 4)	\$ 34.00	\$ 35.56	\$ 37.14	\$ 39.04
Patrol Officer	9.00% (+1.00% step 4)	\$ 31.28	\$ 32.82	\$ 34.39	\$ 36.23
Recruit Deputy	9.00%	\$ 27.56			

2026 Wage Schedule - Effective January 1, 2026

		1- Hire	2	3	4
Investigator	4.00%	\$ 35.36	\$ 36.98	\$ 38.63	\$ 40.60
Patrol Officer	4.00%	\$ 32.53	\$ 34.13	\$ 35.77	\$ 37.68
Recruit Deputy	4.00%	\$ 28.66			

2027 Wage Schedule - Effective January 1, 2027

		1- Hire	2	3	4
Investigator	4.00%	\$ 36.77	\$ 38.46	\$ 40.18	\$ 42.22
Patrol Officer	4.00%	\$ 33.84	\$ 35.50	\$ 37.20	\$ 39.19
Recruit Deputy	4.00%	\$ 29.81			

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 Sheriffs' Association (CCDSA) 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 regular rate of pay 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 CCDSA 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.

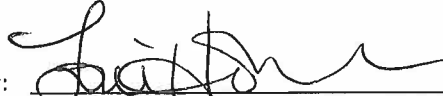
This agreement shall be non-precedent setting and shall sunset on December 31, 2027 unless mutually agreed upon by both parties to extend the agreement.

Dated this 2nd day of April, 2025

CHIPPEWA COUNTY

By: 
Chuck Hull, County Board Chair


By: 
Todd Pauls, Corporation Counsel

By: 
Toni Hohlfelder, Human Resources Director

WISCONSIN PROFESSIONAL
POLICE ASSOCIATION

By: 
Robert Powell

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 CCDSA 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, 2027 unless mutually agreed upon by both parties to extend the agreement.

Dated this 2nd day of April, 2025

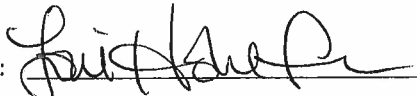
CHIPPEWA COUNTY

By: 

Chuck Hull, County Board Chair

By: 

Todd Pauls, Corporation Counsel

By: 

Toni Hohlfelder, Human Resources Director

WISCONSIN PROFESSIONAL
POLICE ASSOCIATION

By: 

Robert Powell

By: 

Mark Hollister

By: 

Trevor Pletal

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 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 the County Courthouse building hours at a minimum, but may include varying earlier start and later end times depending on the courtroom schedule. The CCDSA 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, 2027 unless mutually agreed upon by both parties to extend the agreement.

Dated this 2nd day of April, 2025

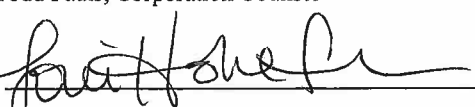
CHIPPEWA COUNTY

By: 

Chuck Hull, County Board Chair

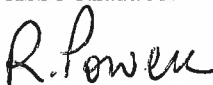
By: 

Todd Pauls, Corporation Counsel

By: 

Toni Hohlfelder, Human Resources Director

WISCONSIN PROFESSIONAL
POLICE ASSOCIATION

By: 

Robert Powell

By: 

Mark Hollister

By: 

Trevor Plahal

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 **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 CCDSA 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, 2027 unless mutually agreed upon by both parties to extend the agreement.

Dated this 2nd day of April, 2025

CHIPPEWA COUNTY

By: 

Chuck Hull, County Board Chair


By: 

Todd Pauls, Corporation Counsel

By: 

Toni Hohlfelder, Human Resources Director

WISCONSIN PROFESSIONAL
POLICE ASSOCIATION

By: 

Robert Powell

By: 

Mark Hollister

By: 

Trevon Plehal

By: 

Chris Kowalczyk