

CHIPPEWA COUNTY

EXECUTIVE COMMITTEE

REGULAR MEETING

MARCH 4, 2025

CHIPPEWA COUNTY COURTHOUSE, RM 302

4:00 PM

1. CALL TO ORDER

Chair Hull called the meeting to order at 4:00 p.m.

2. ROLL CALL

Attendee Name	Organization	Title	Status	Arrived
Chuck Hull	Chippewa County	District 19, Chair	Present	
Dean Mueller	Chippewa County	District 20, Vice-Chair	Present	
Peter Gehring	Chippewa County	District 4	Present	
Jason Bergeron	Chippewa County	District 7	Present	
Joel Seidlitz	Chippewa County	District 9	Present	

Others Present: Randy Scholz, Traci Bremness, Toni Hohlfelder, Lori Zwiefelhofer, Todd Pauls, George Rohmeyer, Curt Dutton, Andy Bauer, Bobbie Jaeger, Deb Blevins, Leslie Fjalkiewicz, Sarah Zielke, Lee Hennick

3. MEMBERS OF THE PUBLIC WISHING TO BE HEARD

4. CONSENT AGENDA

Hull clarified the next regular meeting will be on 04/01/2025.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dean Mueller, District 20, Vice-Chair
SECONDER:	Jason Bergeron, District 7
AYES:	Hull, Mueller, Gehring, Bergeron, Seidlitz

1. Approve the Agenda

2. Approve the Minutes

Executive Committee - Regular Meeting - Feb 4, 2025 4:00 PM

Executive Committee - Special Meeting - Feb 19, 2025 8:00 AM

3. Schedule Next Meeting Date - April 1, 2025

5. REPORTS

6. BUSINESS ITEMS

1. Resolution to Allow Claim of Kaitlin Witt – Deb Blevins

Blevins explained it is the recommendation of WMMIC, our liability insurance carrier, that we approve the

Executive Committee

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Regular Meeting

Chippewa County Courthouse, Rm 302

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claim.

RESULT:	FORWARD TO COUNTY BOARD [UNANIMOUS]	Next: 3/11/2025 6:00 PM
MOVER:	Dean Mueller, District 20, Vice-Chair	
SECONDER:	Peter Gehring, District 4	
AYES:	Hull, Mueller, Gehring, Bergeron, Seidlitz	

2. Resolution to Approve the July 1, 2025 - December 31, 2027 Collective Bargaining Agreement Between Chippewa County and the Wisconsin Professional Police Association - Randy Scholz

Gehring asked for clarification on how employees are selected for the assignments outlined in the side letters and if the Sheriff has sole discretion to pick them. Hohlfelder explained in the past they would post those vacancies to see who is interested. If there are two or more interested, then the leadership team interviews the employees for that assignment.

Seidlitz is concerned that we are charging a private business two times the salary to attend their events. He feels it should go back to 1.5 times. Scholz explained he met with the Fest organization today and they are ok with it. The reason for the change is the employees don't want to work the events, so this is an effort to improve recruitment and retention. Seidlitz is ok with giving the employees a raise but not charging this fee. The increase will end up increasing the ticket prices. He would prefer that we try bringing in officers from other agencies. He reminded everyone that the private sector is hurting as well. Hohlfelder commented if we have to go back to the bargaining table, they most likely will ask for increased wages as a result and that would cost us more money.

Mueller commented it's hard to find a balance between public safety and supporting the venue. He understands the officers wanting a weekend off and then being forced to work. That can lead to turnover. The deputies are also aware there will most likely be more festivals as we move forward.

Dutton provided some calculations on the new language and for Country Fest it's \$7,900 more and roughly the same for Rock Fest. Of the people that worked the events last year there were 19 that qualified for the overtime. These events require us to use officers from different jurisdictions and many of them are not familiar with the event and layout and it causes safety concerns.

Scholz stated they just talked to Wade today and they agree the ordinance could be revised if needed to allow the venues to use private security companies. The current ordinance language does allow this so we may not need to update it.

RESULT:	FORWARD TO COUNTY BOARD [4 TO 1]	Next: 3/11/2025 6:00 PM
MOVER:	Peter Gehring, District 4	
SECONDER:	Jason Bergeron, District 7	
AYES:	Hull, Mueller, Gehring, Bergeron	
NAYS:	Seidlitz	

3. Resolution to Create a Part-Time Administrative Assistant II - Benefit Specialist Position Within the Aging & Disability Resource Center Division of the Department of Human Services - Randy Scholz

Fjalkiewicz explained there has been a need for quite some time. There is currently one elder benefit specialist that serves everyone ages 60+. The demand for this service has increased 81%. In 2019 there six Medicaid Advantage plans and now there are 40 so it's very complicated. This request would increase the

Executive Committee

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Chippewa County Courthouse, Rm 302

March 4, 2025
4:00 PM

number of hours for a current employee to help with some of the administrative tasks and that will free up some time for the Elder Benefit Specialist to handle more of the complex issues.

RESULT:	FORWARD TO COUNTY BOARD [UNANIMOUS]	Next: 3/11/2025 6:00 PM
MOVER:	Jason Bergeron, District 7	
SECONDER:	Joel Seidlitz, District 9	
AYES:	Hull, Mueller, Gehring, Bergeron, Seidlitz	

4. Resolution to Appoint Andrew (Andy) Albarado as Chippewa County Administrator and Approve a 2025-2027 Employment Agreement – Chuck Hull
Hull commented the employment agreement is based on the terms previously agreed to by the Executive Committee.

RESULT:	FORWARD TO COUNTY BOARD [UNANIMOUS]	Next: 3/11/2025 6:00 PM
MOVER:	Joel Seidlitz, District 9	
SECONDER:	Peter Gehring, District 4	
AYES:	Hull, Mueller, Gehring, Bergeron, Seidlitz	

5. County Administrator Succession Plan – Chuck Hull
Hull commented there will be about seven weeks before the new County Administrator starts. The policy allows for a couple of options. He considers this a temporary vacancy and is leaning towards implementing the temporary staffing strategy rather than appointing someone temporarily.

The committee asked for clarification on what the involvement would be for the County Board Chair and Executive Committee.

Bremness explained when the temporary staffing strategy was implemented in the past, staff would meet regularly with the County Board Chair and keep them informed on how things were going. If an issue came up that rose to a higher level, then staff would contact the County Board Chair for guidance. If the County Board Chair wasn't comfortable and felt more guidance was needed, then the Executive Committee would be consulted.

Hohlfelder asked for more clarity if the committee wants to do the temporary staffing strategy. There are items currently being worked on including a market analysis, employee engagement results, employee terminations, and health plan premium decisions. If there is a security incident, who makes that decision?

Scholz commented the only thing that could possibly be an issue is if there was a need to terminate a Department Head although he doesn't anticipate that happening.

The committee supported the temporary staffing strategy and agreed the policy gives guidance on who the point people are that employees should go to for guidance during the interim.

The committee also agreed if there is a need to terminate a non-Department Head employee the temporary staffing assignment gives the HR Director and Corporation Counsel authority to work together on that issue.

Motion (Gehring/Bergeron) to implement the temporary staffing strategy. Carried 5-0.

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RESULT:	APPROVED [UNANIMOUS]
MOVER:	Peter Gehring, District 4
SECONDER:	Jason Bergeron, District 7
AYES:	Hull, Mueller, Gehring, Bergeron, Seidlitz

7. UPDATES, ANNOUNCEMENTS, AND CORRESPONDENCE

- A. County Board Chair Report
- B. County Administrator Operation Report

8. AGENDA ITEMS FOR FUTURE CONSIDERATION

9. ADJOURN

The meeting adjourned at 5:01 p.m.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Peter Gehring, District 4
SECONDER:	Dean Mueller, District 20, Vice-Chair
AYES:	Hull, Mueller, Gehring, Bergeron, Seidlitz

CHIPPEWA COUNTY
EXECUTIVE COMMITTEE
REGULAR MEETING
FEBRUARY 4, 2025
CHIPPEWA COUNTY COURTHOUSE, RM 302
4:00 PM

1. CALL TO ORDER

Chair Hull called the meeting to order at 4:00 p.m.

2. ROLL CALL

Attendee Name	Organization	Title	Status	Arrived
Chuck Hull	Chippewa County	District 19, Chair	Present	
Dean Mueller	Chippewa County	District 20, Vice-Chair	Present	
Peter Gehring	Chippewa County	District 4	Excused	
Jason Bergeron	Chippewa County	District 7	Present	
Joel Seidlitz	Chippewa County	District 9	Present	

Others Present: Randy Scholz, Brian Kelley, Todd Pauls, Lori Zwiefelhofer, Jon Hochkammer, Dave Bretl, Judge Gibbs, Judge Lane, and Lisa Merrell.

3. MEMBERS OF THE PUBLIC WISHING TO BE HEARD

4. CONSENT AGENDA

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jason Bergeron, District 7
SECONDER:	Joel Seidlitz, District 9
AYES:	Hull, Mueller, Bergeron, Seidlitz
EXCUSED:	Gehring

1. Approve the Agenda

2. Approve the Minutes

Executive Committee - Regular Meeting - Jan 21, 2025 4:00 PM

3. Schedule Next Meeting Date - March 4, 2025

5. REPORTS

1. State of Chippewa County - Randy Scholz

Scholz presented a final State of the County report, and noted that Chippewa County is in a strong financial position and he expects that to continue into the future.

RESULT:	REVIEWED	Next: 2/11/2025 6:00 PM
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Minutes Acceptance: Minutes of Feb 4, 2025 4:00 PM (Consent Agenda)

Executive Committee

Minutes
Regular Meeting

Chippewa County Courthouse, Rm 302

February 4, 2025
4:00 PM

6. UPDATES, ANNOUNCEMENTS, AND CORRESPONDENCE

- A. County Board Chair Report
- B. County Administrator Operation Report

7. BUSINESS ITEMS

1. Ordinance to Create Chapter 2, Article IV. of the Chippewa County Code of Ordinances - Todd Pauls
Pauls presented the ordinance regarding security of County buildings. The ordinance is broken into two areas, possession of weapons in County buildings, and screening for weapons.

RESULT:	FORWARD TO COUNTY BOARD [UNANIMOUS]	Next: 2/11/2025 6:00 PM
MOVER:	Joel Seidlitz, District 9	
SECONDER:	Dean Mueller, District 20, Vice-Chair	
AYES:	Hull, Mueller, Bergeron, Seidlitz	
EXCUSED:	Gehring	

2. Resolution to Pledge Funding for Expansion of County Highway T Corridor – Randy Scholz/Brian Kelley
Kelley stated the costs were higher than expected for future Phases 2 and 3, so they re-wrote the resolution to take out references to Phase 2 and 3. This is just a resolution to support moving forward with Phase 1. The total cost of this phase is \$16.8 million, with \$10 million in Congressional directed spending that can go toward it. If the resolution is passed, Kelley and Scholz would sign the intergovernmental agreement with the City of Eau Claire and County of Eau Claire.

Seidlitz felt they should be putting funds toward the County M bridge, not this project.

RESULT:	FORWARD TO COUNTY BOARD [3 TO 1]	Next: 2/11/2025 6:00 PM
MOVER:	Dean Mueller, District 20, Vice-Chair	
SECONDER:	Jason Bergeron, District 7	
AYES:	Hull, Mueller, Bergeron	
NAYS:	Seidlitz	
EXCUSED:	Gehring	

3. The Executive Committee will convene in closed session pursuant to Wisconsin State Statute 19.85 (1)(c) – “Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility” (Review applications for the County Administrator position with consultant).
The committee convened in closed session at 4:45 PM.

Present in closed session were all committee members except Supervisor Gehring, Jon Hochkammer, and Dave Bretl.

Minutes Acceptance: Minutes of Feb 4, 2025 4:00 PM (Consent Agenda)

Executive Committee

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Regular Meeting

Chippewa County Courthouse, Rm 302

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4:00 PM

RESULT: APPROVED [UNANIMOUS]
MOVER: Dean Mueller, District 20, Vice-Chair
SECONDER: Jason Bergeron, District 7
AYES: Hull, Mueller, Bergeron, Seidlitz
EXCUSED: Gehring

The Executive Committee will convene to open session.
The committee convened to open session at 7:22 p.m.

RESULT: APPROVED [UNANIMOUS]
MOVER: Joel Seidlitz, District 9
SECONDER: Jason Bergeron, District 7
AYES: Hull, Mueller, Bergeron, Seidlitz
EXCUSED: Gehring

8. AGENDA ITEMS FOR FUTURE CONSIDERATION

9. ADJOURN

The meeting adjourned at 7:23 p.m.

RESULT: APPROVED [UNANIMOUS]
MOVER: Jason Bergeron, District 7
SECONDER: Joel Seidlitz, District 9
AYES: Hull, Mueller, Bergeron, Seidlitz
EXCUSED: Gehring

Minutes Acceptance: Minutes of Feb 4, 2025 4:00 PM (Consent Agenda)

CHIPPEWA COUNTY

EXECUTIVE COMMITTEE

SPECIAL MEETING

FEBRUARY 19, 2025

CHIPPEWA COUNTY COURTHOUSE, RM 302

8:00 AM

1. CALL TO ORDER

Chair Hull called the meeting to order at 8:00 a.m.

2. ROLL CALL

Attendee Name	Organization	Title	Status	Arrived
Chuck Hull	Chippewa County	District 19, Chair	Present	
Dean Mueller	Chippewa County	District 20, Vice-Chair	Present	
Peter Gehring	Chippewa County	District 4	Present	
Jason Bergeron	Chippewa County	District 7	Present	
Joel Seidlitz	Chippewa County	District 9	Present	

Others Present: Toni Hohlfelder, Jon Hochkammer, Dave Bretl, Scott Mittelstadt, Charlie Walker, Traci Bremness, Karen Lotts, Lee Hennick, David Kelley, James Ericksen

3. CONSENT AGENDA

1. Approve the Agenda

4. BUSINESS ITEMS

1. The Executive Committee will convene in closed session pursuant to Wisconsin State Statute 19.85 (1)(c) – “Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility” (Interview candidates for the County Administrator position with consultant).

The committee convened to closed session at 8:06 p.m.

Closed session to include the following individuals: All Executive Committee members, any other County Board Supervisors, Toni Hohlfelder, Jon Hochkammer, Dave Bretl, Scott Mittelstadt, Charlie Walker, Candidates

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jason Bergeron, District 7
SECONDER:	Peter Gehring, District 4
AYES:	Hull, Mueller, Gehring, Bergeron, Seidlitz

The Executive Committee will convene to open session.

The committee convened to open session at 4:18 p.m.

Minutes Acceptance: Minutes of Feb 19, 2025 8:00 AM (Consent Agenda)

Executive Committee

Minutes
Special Meeting

Chippewa County Courthouse, Rm 302

February 19, 2025
8:00 AM

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Joel Seidlitz, District 9
SECONDER:	Jason Bergeron, District 7
AYES:	Hull, Mueller, Gehring, Bergeron, Seidlitz

5. AGENDA ITEMS FOR FUTURE CONSIDERATION

Succession plan

6. ADJOURN

The meeting adjourned at 4:20 p.m.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Peter Gehring, District 4
SECONDER:	Dean Mueller, District 20, Vice-Chair
AYES:	Hull, Mueller, Gehring, Bergeron, Seidlitz

Minutes Acceptance: Minutes of Feb 19, 2025 8:00 AM (Consent Agenda)

**STATEMENT OF EXPLANATION**

Resolution No. 07 - 25

**RES. 07-25: RESOLUTION TO ALLOW CLAIM OF KAITLIN WITT - DEB
BLEVINS**

Kaitlin Witt filed a formal notice of claim against the County on January 10, 2025, pursuant to Wisconsin Statute § 893.80. Ms. Witt is claiming property damage to her 2020 Nissan Murano. Ms. Witt's Nissan Murano was damaged when the Chippewa County Highway Department was plowing snow and struck Ms. Witt's vehicle on County Highway X in Boyd, Wisconsin. The incident occurred on December 19, 2024. The damage amount, including a rental vehicle, is \$12,164.97, per the estimate provided by Katilin Witt.

Upon review of the claim by the County's liability insurance company, Wisconsin Municipal Mutual Insurance Company (WMMIC), it is WMMIC's recommendation that the County formally allow the claim. Passage of this resolution will formally allow this claim pursuant to Wisconsin Statute §§ 59.52(12) and 893.80.

Resolution No. 07 - 25

RES. 07-25: RESOLUTION TO ALLOW CLAIM OF KAITLIN WITT - DEB BLEVINS

WHEREAS, a Notice of Claim was filed by Kaitlin Witt with the Chippewa County Clerk's Office on January 10, 2025; and

WHEREAS, the Notice of Claim states that Ms. Witt is claiming property damage to her 2020 Nissan Murano after it was damaged when it was struck by a Chippewa County Highway Department snowplow; and

WHEREAS, upon review of the claim by the County's liability insurance Company, WMMIC, it is recommended that the claim be allowed;

NOW, THEREFORE BE IT RESOLVED, that the Chippewa County Board of Supervisors does hereby allow the claim of Kaitlin Witt, 208 E. 4th Avenue, Stanley, Wisconsin, in the amount of \$12,164.97; and

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the claimant by certified mail, return receipt requested, as Notice of Allowance.

Forwarded to the County Board by the Executive Committee.

FINANCIAL IMPACT:

Payment of the allowed claim in the amount of \$12,164.97.

03/4/2025	Executive Committee	
RESULT:	FORWARD TO COUNTY BOARD [UNANIMOUS]	Next: 3/11/2025 6:00 PM
MOVER:	Dean Mueller, District 20, Vice-Chair	
SECONDER:	Peter Gehring, District 4	
AYES:	Hull, Mueller, Gehring, Bergeron, Seidlitz	

Approved as to Form:


Todd A. Pauls, Corporation Counsel

2/24/2025


Lori Zwiefelhofer, Finance Director

2/24/2025

Randy B. Scholz
Randy B. Scholz, County Administrator 2/24/2025

NOTICE OF CLAIM AGAINST CHIPPEWA COUNTY

Name: Kaitlin A. Witt

Address: 208 E. 4th Ave., Stanley, WI 54768

Date of Accident/Loss: 12/19/2024 Time of Day: 9:07 a.m./p.m.

County Department Involved: Chippewa Co. Vehicle #: C14585

Photos taken: X Yes No Weather Conditions: Snowy

Police called: X Yes No Date: 12/19/2024

Agency: Chippewa Co. Hwy. Dept.

Case No.: 24ST01982

Type of Claim: X Vehicle Property Personal Injury

Dollar Amount of Damages Claimed: \$ 9,992.⁸⁵

Briefly state the facts of the accident/loss (include additional pages, if necessary, along with any supporting documentation/information/photos; **do not staple**):

I was traveling eastbound on Cty. Hwy. X. As I came into Boyd, a snowplow at the stopsign on Cty. Hwy. V hit the side of my vehicle.

Signature: Kaitlin A. Witt Date: 1-10-25

Submit Claim to: Jaclyn Sadler, Chippewa County Clerk
Chippewa County Courthouse
711 N. Bridge Street, Room 109
Chippewa Falls, WI 54729

BREEZY ACRES

W 11077 COUNTY HWY X, STANLEY, WI 54768

Phone: (715) 644-5172

FAX: (715) 644-5514

Workfile ID:

PartsShare:

c1008

8jFffh

6.1.b

Preliminary Estimate

Customer: Witt, Katleen

Job Number:

Written By: Bob Brenner

Insured: Witt, Katleen

Policy #:

Claim #:

Type of Loss:

Date of Loss:

Days to Repair: 0

Point of Impact:

Owner:

Witt, Katleen
(715) 726-7914 Business

Inspection Location:

BREEZY ACRES
W 11077 COUNTY HWY X
STANLEY, WI 54768
Repair Facility
(715) 644-5172 Business

Insurance Company:

VEHICLE

2020 NISS Murano SV FWD 4D UTV 6-3.5L Gasoline Sequential MPI

VIN: 5N1AZ2BJ6LN106662

Interior Color:

Mileage In:

Vehicle Out:

License:

Exterior Color:

Mileage Out:

State:

Production Date:

Condition:

Job #:

TRANSMISSION

Automatic Transmission

POWER

Power Steering

Power Brakes

Power Windows

Power Locks

Power Mirrors

Heated Mirrors

Power Driver Seat

Power Passenger Seat

DECOR

Dual Mirrors

Privacy Glass

Console/Storage

Overhead Console

CONVENIENCE

Air Conditioning

Intermittent Wipers

Tilt Wheel

Cruise Control

Rear Defogger

Keyless Entry

Alarm

Message Center

Steering Wheel Touch Controls

Rear Window Wiper

Telescopic Wheel

Climate Control

Backup Camera

Parking Sensors

Remote Starter

Intelligent Cruise

Home Link

RADIO

AM Radio

FM Radio

Stereo

Search/Seek

CD Player

Auxiliary Audio Connection

Satellite Radio

SAFETY

Drivers Side Air Bag

Passenger Air Bag

Anti-Lock Brakes (4)

4 Wheel Disc Brakes

Traction Control

Stability Control

Front Side Impact Air Bags

Head/Curtain Air Bags

Rear Side Impact Air Bags

Hands Free Device

Xenon or L.E.D. Headlamps

Blind Spot Detection

Lane Departure Warning

SEATS

Cloth Seats

Bucket Seats

WHEELS

Aluminum/Alloy Wheels

PAINT

Clear Coat Paint

OTHER

Rear Spoiler

Signal Integrated Mirrors

Customer: Witt, Katleen

Job Number:

2020 NISS Murano SV FWD 4D UTV 6-3.5L Gasoline Sequential MPI

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FRONT BUMPER					
2	R&I	R&I bumper cover				1.2	
3	*	Rpr Bumper cover				<u>3.0</u>	2.8
4		Add for Clear Coat					1.1
5		FENDER					
6	**	Repl A/M CAPA LT Wheel opng mldg	768535AA0A	1	143.00	0.2	
7		FRONT DOOR					
8	Repl	LT Door shell	801015AA0A	1	1,401.91	5.1	3.4
9		Add for Clear Coat					1.4
10	Repl	LT Tape lower inner	808195AA1A	1	24.22	0.2	
11	Repl	LT Tape upper	808175AA1A	1	29.45	0.2	
12	Repl	LT Tape lower outer	808135AA0A	1	51.35	0.2	
13	Repl	LT Surround w'strip	808319UH0A	1	120.11	0.5	
14	Repl	LT Door glass Nissan	803015AA0B	1	456.09	Incl.	
15	Repl	LT Glass run	803315AA0D	1	306.11	Incl.	
16	Repl	LT Belt molding	808215BC0A	1	187.16	Incl.	
17	Repl	LT Mirror w/heated, w/o memory w/o surround view	963025AA4B	1	548.84	Incl.	
18	**	Repl A/M LT Mirror cover	963744BA0A	1	287.00	Incl.	0.3
19		Add for Clear Coat					0.1
20		REAR DOOR					
21	Repl	LT Door shell	821019UH1A	1	1,322.20	4.5	3.4
22		Overlap Major Adj. Panel					-0.4
23		Add for Clear Coat					0.6
24	Repl	LT Black out tape front	828135AA0A	1	53.82	Incl.	
25	Repl	LT Black out tape rear	828135AA0B	1	46.65	Incl.	
26	Repl	LT Surround w'strip	828319UH0A	1	138.13	0.5	
27	Repl	LT Tape center	828195AA1A	1	27.00	0.2	
28	Repl	LT Tape rear	828135AA0C	1	23.31	0.2	
29	Repl	LT Belt molding	828215BC0C	1	175.95	Incl.	
30	#	Repl window tint		1	150.00	1.0	
31	#	R&I handles moulding mirror				3.5	
32	#	Refn haz mat and car cover					0.3
33		QUARTER PANEL					
34	*	Blnd LT Quarter panel from 02/2018					<u>1.3</u>
35	R&I	LT Quarter glass Nissan				1.4	
36	#	Repl urethane kit		1	40.00		
37	*	R&I LT Wheel opng mldg				<u>0.5</u>	
38		REAR BUMPER					
39	R&I	R&I bumper cover				0.8	
40		REAR LAMPS					
41	R&I	LT Combo lamp assy				0.3	
42	#	Repl glass cleanup		1		1.0	

Attachment: Estimate for Witt vehicle damage from Breezy Acres (07 - 25 : Resolution to Allow Claim of Kaitlin Witt - Deb Blevins)

Customer: Witt, Katleen

Job Number:

2020 NISS Murano SV FWD 4D UTV 6-3.5L Gasoline Sequential MPI

43	#	Repl	rental vehicle	16	480.00		
SUBTOTALS					6,012.30	24.5	14.3

ESTIMATE TOTALS

Category	Basis			Rate	Cost \$
Parts					6,012.30
Body Labor	24.5 hrs	@		\$ 70.00 /hr	1,715.00
Paint Labor	14.3 hrs	@		\$ 70.00 /hr	1,001.00
Paint Supplies	14.3 hrs	@		\$ 52.00 /hr	743.60
Subtotal					9,471.90
Sales Tax	\$ 9,471.90	@		5.5000 %	520.95
Grand Total					9,992.85

**IN BUSINESS SINCE '70

*

THANK YOU FOR LETTING US SERVE YOU

MOTOR VEHICLE REPAIR PRACTICES ARE REGULATED BY CHAPTER ATCP 132, WIS. ADM. CODE, ADMINISTERED BY THE BUREAU OF CONSUMER PROTECTION, WISCONSIN DEPT. OF AGRICULTURE, TRADE AND CONSUMER PROTECTION, P.O. BOX 8911, MADISON, WISCONSIN 53708-8911.

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF ONE OR MORE REPLACEMENT PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THE REPLACEMENT PARTS RATHER THAN BY THE MANUFACTURER OF YOUR MOTOR VEHICLE.

Attachment: Estimate for Witt vehicle damage from Breezy Acres (07 - 25 : Resolution to Allow Claim of Kaitlin Witt - Deb Blevins)

Customer: Witt, Katleen**Job Number:**

2020 NISS Murano SV FWD 4D UTV 6-3.5L Gasoline Sequential MPI

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide ARF3624, CCC Data Date 12/16/2024, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2024 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. CFC=Carbon Fiber. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. STS=Stainless Steel. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Intelligent Solutions Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

Attachment: Estimate for Witt vehicle damage from Breezy Acres (07 - 25 : Resolution to Allow Claim of Kaitlin Witt - Deb Blevins)

Customer: Witt, Katleen

Job Number:

2020 NISS Murano SV FWD 4D UTV 6-3.5L Gasoline Sequential MPI

PARTS SUPPLIER LIST

Line	Supplier	Description	Price
6	Keystone-Complete-A-Minneapolis 3615 MARSHALL STREET NE MINNEAPOLIS MN 55418 (800) 328-1845 (612) 789-1919	#NI1290100C A/M CAPA LT Wheel opng mldg	\$ 143.00
18	Keystone-Complete-A-Minneapolis 3615 MARSHALL STREET NE MINNEAPOLIS MN 55418 (800) 328-1845 (612) 789-1919	#NI1320318 A/M LT Mirror cover	\$ 287.00

Attachment: Estimate for Witt vehicle damage from Breezy Acres (07 - 25 : Resolution to Allow Claim of Kaitlin Witt - Deb Blevins)

Deborah Blevins

From: Bob Brenner <brennerbob2019@icloud.com>
Sent: Friday, February 14, 2025 11:11 AM
To: Pa Vang
Subject: Alcc00001339

[You don't often get email from brennerbob2019@icloud.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

BREEZY ACRES BODY SHOP LLC
 AutoBody Experts
 W11077 COUNTY ROAD X
 STANLEY, WI 54768
 (715) 644-5172 Fax (715) 644-5514
 breezyacres1@centurytel.net

No 25561

CUSTOMER ORDER NO.		DATE 2-13-25	
NAME Kaitlin Witt		CELL	
ADDRESS tvang@wmnic.com		EMAIL	
PHONE			

SOLD BY	CASH	COD	CHARGE	ON ACCT	MOSE REF ID	PAID OUT

QUAN.	DESCRIPTION	PRICE	AMOUNT
	Vehicle Rental		
	Claim # ALCC 00001339		
	Jan 10 thru February 19th		
	35 days @ 50 ⁰⁰		1750 ⁰⁰
	Thanks!		
	Bob		
	Thank You		

All claims and returned goods MUST be accompanied by this bill

RECEIVED BY	TAX
X	TOTAL 1750 ⁰⁰

ALABAMA BUSINESS FORMS INC. 534-8038
 OUTSIDE MOBILEVILLE 1 (800) 633-2950

6572

Sent from my iPhone

Attachment: Invoice for Rental Vehicle (07 - 25 : Resolution to Allow Claim of Kaitlin Witt - Deb Blevins)



Deborah Blevins, Corporation Counsel Legal Assistant
Chippewa County
711 N. Bridge St. Room 102
Chippewa Falls, WI 54729

February 18, 2025

RE: Claimant: Kaitlin Witt
 Date of Loss: 12/19/2024
 Our Claim No: ALCC00001339
 Event No: Event - (EVL006274)

Deborah Blevins, Corporation Counsel Legal Assistant – Chippewa County,

The above referenced claim was filed with the County Clerk on . Following a review of the information and an investigation of the facts, it has been determined that Chippewa County is liable for this claim.

Snowplow collided with incoming vehicle, damaging driver's side of 2020 Nissan Murano. We are seeking authority to settle this claim for \$12,164.97.

Sincerely,

A handwritten signature in black ink, appearing to read "Pa Vang", is written above the printed name.

Pa Vang
Liability Claim Representative
Wisconsin Municipal Mutual Insurance Company
(608) 729-5682
pvang@wmmic.com

Attachment: Letter from WMMIC re Settlement Letter for Chippewa County Individual - ALCC00001339 (07 - 25 : Resolution to Allow Claim of



STATEMENT OF EXPLANATION

Resolution No. 08 - 25

RES. 08-25: RESOLUTION TO APPROVE THE JULY 1, 2025 - DECEMBER 31, 2027 COLLECTIVE BARGAINING AGREEMENT BETWEEN CHIPPEWA COUNTY AND THE WISCONSIN PROFESSIONAL POLICE ASSOCIATION - TONI HOHLFELDER

1 Passage of this resolution approves a two and one-half (2 1/2) year collective bargaining
2 agreement between Chippewa County and the Wisconsin Professional Police Association
3 (WPPA)/Chippewa County Deputy Sheriff's Association (CCDSA), the collective bargaining unit
4 that represents covered employees at the Chippewa County Sheriff's Department. The
5 collective bargaining agreement commences on July 1, 2025 and expires on December 31,
6 2027. The County and the WPPA/CCDSA have tentatively agreed to a 9.0% wage increase for
7 patrol and investigators effective July 1, 2025, with an additional 1.0% wage increase to step 4
8 for patrol and investigators. The County and the WPPA/CCDSA have also tentatively agreed to
9 a 4.0% wage increase for patrol and investigators effective on January 1, 2026 and January 1,
10 2027. Effective July 1, 2025, the WPPA bargaining unit employee contribution toward health
11 insurance premiums will match those of the general municipal employees.

12 The tentative agreement includes several minor language updates, along with more
13 significant changes to the following articles or sections of the contract: Article 4 - Grievance
14 Procedure, Article 7 - Discipline and Discharge, Article 8 - Seniority, Job Posting and Promotion,
15 Article 13, Section 4 - Overtime, Article 13, Section 5 - Work Schedule, Article 13, Section 7 -
16 Shift Differential, Article 15 - Paid Time Off, Article 22 - Insurance, and Article 25 - Worker's
17 Compensation.

18 In addition, the County and the WPPA/CCDSA have tentatively agreed to contract
19 language changes and renewals of multiple side letters / letters of understanding for the
20 following: Courthouse Security Officer, Drug Officer, K-9 Deputy and Recreational Officer.

21 The terms and conditions of the settlement are spelled out with all changes tracked in
22 the attached "Agreement between Chippewa County and the WPPA/LEER Representing the
23 Chippewa County Deputy Sheriff's Association" dated July 1, 2025 - December 31, 2027 and
24 accompanying exhibits. It is the recommendation of the County bargaining team that the
25 agreement be approved.

26

Resolution No. 08 - 25

RES. 08-25: RESOLUTION TO APPROVE THE JULY 1, 2025 - DECEMBER 31, 2027 COLLECTIVE BARGAINING AGREEMENT BETWEEN CHIPPEWA COUNTY AND THE WISCONSIN PROFESSIONAL POLICE ASSOCIATION - TONI HOHLFELDER

WHEREAS, the County Administrator and the County bargaining team have been negotiating with the Wisconsin Professional Police Association (WPPA)/Chippewa County Deputy Sheriff's Association (CCDSA), the collective bargaining unit that represents the county public safety union employees, on the terms of a successor collective bargaining agreement to the current 2023-2025 collective bargaining agreement; and

WHEREAS, a voluntary settlement between the parties has been reached; and

WHEREAS, the voluntary settlement is a reasonable agreement reached in good faith; and

WHEREAS, the members of the WPPA/CCDSA have ratified the tentative agreement reached between the WPPA/CCDSA and the County; and

WHEREAS, the tentative agreement provides for a two and one-half (2 1/2) year term that is effective on July 1, 2025, and terminates on December 31, 2027; and

WHEREAS, the tentative agreement provides for the following hourly wage changes:

<u>Eff. Date</u>	<u>Wage Changes</u>
7/1/2025	9.0% increase - Patrol, Investigators and Recruit Deputy
	1.0 % increase to step 4 for Patrol and Investigators
1/1/2026	4.00% increase - Patrol, Investigators and Recruit Deputy
1/1/2027	4.00% increase - Patrol, Investigators and Recruit Deputy

WHEREAS, the tentative agreement provides that health insurance premium contributions for WPPA bargaining unit employees will match those of the general municipal employees. Effective July 1, 2025, health insurance premiums for WPPA bargaining unit employees will be \$0 per month; and

WHEREAS, the tentative agreement includes updates to the following articles or sections to the contract: Article 4 - Grievance Procedure, Article 7 - Discipline and Discharge, Article 8 - Seniority, Job Posting and Promotion, Article 13, Section 4 - Overtime, Article 13, Section 5 - Work Schedule, Article 13, Section 7 - Shift Differential, Article 15 - Paid Time Off, Article 22 - Insurance, and Article 25 - Worker's Compensation; and

WHEREAS, the tentative agreement provides for a number of minor language changes including an update in terminology from union to CCDSA and union steward to officer; and

WHEREAS, as part of the tentative agreement, the parties have agreed to renew, with small modifications, the following side letters/letters of agreement: Courthouse Security, Drug Officer, K-9 Officer and Recreational Officer; and

WHEREAS, the total fiscal impact for 2025 is covered by the funds budgeted for a third Courthouse Security Officer that the County will not be filling the position for; and

WHEREAS, the fiscal impact for 2026 and 2027 will be budgeted during the normal budget process; and

WHEREAS, all benefit and language changes from the 2023-2025 agreement are outlined in the attached document titled, "Agreement between Chippewa County and the WPPA/LEER Representing the Chippewa County Deputy Sheriff's Association" dated July 1, 2025 - December 31, 2027 and accompanying exhibits;

NOW, THEREFORE BE IT RESOLVED, that the July 1, 2025 - December 31, 2027 WPPA/CCDSA collective bargaining agreement is ratified by the County Board of Supervisors, and the commencement date shall be July 1, 2025.

Forwarded to the County Board by the Executive Committee.

FINANCIAL IMPACT:

2025 Patrol and Investigators

Wages/Fringes: \$115,134.41 (utilizing funds that were that were originally earmarked for 3rd courthouse security position)

2026 Patrol and Investigators

Wages/Fringes and Health Insurance: \$99,411.29

2027 Patrol and Investigators

Wages/Fringes and Health Insurance: \$95,991.59

Total Wage and Fringe for Patrol and Investigators: \$310,537.29

03/4/2025 Executive Committee

RESULT: FORWARD TO COUNTY BOARD [4 TO 1] Next: 3/11/2025 6:00 PM

MOVER: Peter Gehring, District 4

SECONDER: Jason Bergeron, District 7

AYES: Chuck Hull, Dean Mueller, Peter Gehring, Jason Bergeron

NAYS: Joel Seidlitz

Approved as to Form:



Todd A. Pauls, Corporation Counsel

2/20/2025



Lori Zwiefelhofer, Finance Director

2/20/2025



Randy B. Scholz, County Administrator

2/20/2025

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, 2023~~5~~ - December 31, 2027~~2025~~)

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AGREEMENT

This Agreement is made and entered into by and between the County of Chippewa, Wisconsin, hereinafter referred to as the County or Employer, and The Wisconsin Professional Police Association/Law Enforcement Employee Relations Division (WPPA/LEER) on behalf of Chippewa County Deputy Sheriff's Association, hereinafter referred to as ~~the Association~~ CCDSA.

ARTICLE 1 - RECOGNITION

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.

ARTICLE 2 - MANAGEMENT RIGHTS

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;

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

ARTICLE 3 - MEMBERSHIP AND DUES

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

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

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

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

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

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

ARTICLE 4 - GRIEVANCE PROCEDURE

Section 1 - Definition: A grievance shall mean a dispute concerning the interpretation or 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~~ CCDSA 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 UnionCCDSA.

Section 5 - Steps in Procedure:

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

In the event of a grievance, the grievant shall continue to perform their assigned tasks. The ~~Department Head~~County will further investigate the grievance and submit his/her decision to the grievant~~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~~CCDSA 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 employee due to accident, provided a physician's certificate is furnished from time to time to substantiate the need for continuing the leave.

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

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.

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

ARTICLE 6 - PROBATIONARY EMPLOYEES

Section 1 - Probation 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 ~~Union~~CCDSA, initiate or seek legal redress afforded by state or federal laws. All employees retained after the probationary period shall be entitled to all rights and benefits granted under this Agreement retroactive to the original date of employment.

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

ARTICLE 7 - DISCIPLINE AND DISCHARGE

Section 1 - Just Cause: The County will not discipline or discharge any employee without just cause. Discipline shall consist of discharge, suspension, demotion, written warning, and oral warning. Written notice of a disciplinary action shall be given to the employee within thirty (30) days of the completion of the investigation and shall include the specific rule and/or written County or departmental policy alleged to have been violated, along with the facts relating to the alleged offense. A copy of such notices shall be provided to the Human Resources Director. Warning notices shall be given when required by established approved County work rules. Copies of such warning notices shall be given to the employee, Department of Administration and the Department Head. The warning notice must be issued within 30 days of said complaint. (When a verbal reprimand is given to an employee and it is noted for the record, the employee and supervisor will be required to initial and date the incident.)

Section 2 - Appeal: ~~Discipline shall consist of discharge, suspension, demotion and reprimands. Any discipline must be by proper written notice to the employee, which notice shall include the specific rule and/or written County or departmental policy violated and facts relating to the alleged offense. Any such disciplinary action may be appealed utilizing the grievance procedure (Article 4) commencing at Step 2 of the procedure. If the discipline is overturned through this procedure as a result, the employee shall be reinstated and any reprimand which formed the basis for such documentation related to the disciplinary action shall be removed from the employee's file withdrawn.~~ The parties may mutually agree at any time that an employee may

be reinstated with full, partial, or no compensation for lost time. ~~All oral and written reprimands shall be purged from the employee's file after one (1) year from the date of the offense.~~

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

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

ARTICLE 8 - SENIORITY, JOB POSTING AND PROMOTION

Section 1 - Seniority: Seniority shall begin at the time of most recent date of full-time employment in the Field Services Division ~~hire~~ and shall not be diminished by temporary layoffs of less than twelve (12) months. ~~Seniority shall exist within job classification and shall not be interdepartmental.~~ 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. Except as expressly provided for under this section for the limited purpose of internal postings for Investigator position vacancies, County Patrol Sergeants are not afforded or entitled to any bargaining rights of bargaining unit members under this collective bargaining agreement.

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

- A. **Rating Categories:** Successful candidates shall receive points, based on objective 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

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

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

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

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

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

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

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

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

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

ARTICLE 9 - PAYROLL

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

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

Section 3 - Special Payments: Special payments for negotiations retroactive pay, ~~and the Annual PTO Rewards Program~~ shall be made, if necessary.

~~Computations for the Annual PTO Rewards Program usage incentive shall be based on the PTO used from the first payroll period to the last payroll period of each year, rather than January 1 to December 31 of each year.~~

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

ARTICLE 10 - WORK CURTAILMENT

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

ARTICLE 11 - NEW POSITIONS

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

ARTICLE 12 - UNIONCCDSA BUSINESS

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

ARTICLE 13 - WORK WEEK, HOURS OF WORK AND OVERTIME

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

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

Section 3 - Call In Pay: A minimum of two (2) hours payable at the rate of time and one-half (1½) pay shall be granted to any employee who is required to and reports for duty outside his or her regular schedule of hours. Required appearances for court, conferences with the district

attorney's office, departmental meetings, training sessions or schooling shall be considered time worked. This section is not applicable to any time contiguous to an employee's regular work schedule. This section is also not applicable to time spent by an employee performing social media tasks on behalf of the department.

Section 4 - Overtime:

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

1. Employees working a twelve (12) hour work schedule shall be able to 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:

A. Patrol

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.

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

1 to a different shift shall displace the least senior employee on the shift and remain on the newly
 2 assigned shift for no longer than the duration of the shift pick.

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

10
 11 **B. Investigators:** Investigators may will work an eight (8) or ten (10) hour day. Eight
 12 (8) hour shift to commence at no earlier than 0600 hours and the ten (10) hour shift to commence
 13 at 0700 hours on a normal basis. no later than 1200 hours on a normal basis. Investigators may
 14 request to work ten (10) hour days as their regular scheduled shift. Shift pick shall be posted in
 15 October each year and effective for the following three periods: January through April, May
 16 through August and September through December. If a ten (10) hour work schedule is approved,
 17 the day of the week that someone has off, due to working a ten (10) hour shift, shall be determined
 18 by the Sheriff or designee and shall be determined on a rotating basis. The Sheriff or designee may
 19 revoke the use of then (10) hour work schedule at any time. ~~If the Sheriff or designee decides to~~
 20 ~~have a regular eight (8) hour shift start at any time other than 0800 to 1600 hours on any days other~~
 21 ~~than Monday through Friday or a regular ten (10) hour shift start at any time other than 0700 to~~
 22 ~~1700 hours on any days other than Monday through Friday, unless special abilities or~~
 23 ~~circumstances prohibit it, shifts shall be picked by seniority within the classification. The Sheriff~~
 24 ~~or designee reserves the right (and the Association agrees) under conditions of emergency, or other~~
 25 ~~exigent circumstances, hours or days of work may be varied to fulfill the mission of the Sheriff's~~
 26 ~~Department. In those cases, hours or days will be whatever the Sheriff or designee deems~~
 27 ~~necessary without any regard to starting times or days. It is further agreed, however, that such~~
 28 ~~exceptions will be only for limited periods of time during which the above mentioned~~
 29 ~~emergencies, or other exigent circumstances exist.~~

30 NOTE: The Sheriff or designee reserves the right (and the CCDSA agrees) under conditions of
 31 emergency, or other exigent circumstances, hours or days of work may be varied to fulfill the
 32 mission of the Sheriff's Department. In those cases, hours or days will be whatever the Sheriff or
 33 designee deems necessary without any regard to starting times or days; provided that, the

employee's regular shift shall remain at eight (8), ten (10) or twelve (12) consecutive hours. 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.

~~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: ~~Employees who work between the hours of 6:00 p.m. and 6:00 a.m. shall receive an additional \$1.00/hour for those hours worked. Shift differential shall only be paid when recording regular or overtime hours and no other pay codes. 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 7:00 p.m. for their entire shift while working the twelve (12) hour work schedule.~~

Section 8 – Patrol Officer Training: When a Patrol Officer working a twelve (12) hour

work schedule is assigned to attend training and the training is less than twelve (12) hours, the Patrol Officer shall pre-arrange with their supervisor to make up the work hours, use compensatory time or PTO to make up the hours, subject to management approval.

Section 9 - Recruit Deputy:

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

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

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

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

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

1 LESB course, the cost of the academy and all associated costs are the responsibility of the Recruit
2 Deputy.

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

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.

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. ~~The Sheriff or designee shall post the Schedule PTO roster on or before November 15 of the year prior to the year Scheduled PTO will be taken.~~ 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 unless the employee does not have sufficient paid time to cover the duration of the leave period. In this case, substitution of available paid time shall be applied evenly and intermittently across the leave period. In addition, employees may be allowed to maintain up to approximately 40.0 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:

A. **Qualified Separation** is defined as follows:

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

2. Permanent layoff from employment.
 3. Discharge from employment when the employee has 1 or more years of continuous years of service with the County based on most recent date of hire unless the employee is discharged for misconduct. Misconduct is defined as intentional and substantial disregard of or intentional and unreasonable interference with the employer's interests.
 4. County employee who becomes an elected official for the County.
- B. Misconduct is defined as intentional and substantial disregard of or intentional and unreasonable interference with the employer's interests.
- C. Discharge is defined as dismissal from employment for involuntary reasons.
- D. Employee Notice: For the purposes of employee notice, the following definitions apply:
1. Retirement occurs when an employee voluntarily terminates employment with Chippewa County and is eligible for WRS annuity benefits.
 2. Resignation occurs when an employee voluntarily terminates employment with Chippewa County and is not eligible for WRS annuity benefits.
 3. Working Notice is when the employee must work their normally scheduled shift the entire required notice period as defined below. If time off is planned and approved during the notice period, the employee's last day of employment must be extended to provide a working notice equal to the full amount of the notice (2 weeks or 30 days). If an employee takes unscheduled PTO during the notice period and is able to extend their last day to provide a proper qualified separation notice (2 weeks or 30 days), the employee shall not be paid the unscheduled PTO until the working notice is paid on the final paycheck.
 4. When an employee decides to *resign* from employment with the County, Chippewa County requires at least two (2) weeks working notice. If an employee decides to *retire* from employment with the County, Chippewa County requires a thirty (30) day notice. No more than 5 days of PTO may be used by someone retiring during the required part of the notice period.
- E. When an employee separates employment, a written notice must be provided to the Sheriff indicating a resignation or retirement and estimated last day. The separation notice will then be forwarded to Human Resources.
- F. If an employee fails to give the required notice, the employee's resignation or retirement shall not be considered a Qualified Separation, unless the Human Resources Director determines that acceptable reasons for a shorter notice period exist.

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

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

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

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

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

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

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

Section 18: Optional Annual PTO Payout:

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

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

ARTICLE 16 – CATASTROPHIC ILLNESS BANK

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

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

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

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

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

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

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

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

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

Section 6: Restrictions:

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

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

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

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

Section 5 – Other Requirements:

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 18 - LONGEVITY BONUS

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

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

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

Section 2 – Referral Process:

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

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

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

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

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

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

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

Section 4 – Other Requirements:

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

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

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

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

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

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

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

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

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

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

ARTICLE 20 - JURY DUTY

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

ARTICLE 21 - RETIREMENT

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

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

ARTICLE 22 - INSURANCE

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

The employer agrees ~~to the following premium contributions to be distributed as follows, provided that that~~ the employee and employer contributions ~~shall match not be less than those of~~ the general municipal employees ~~s. contribution:~~

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

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

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

ARTICLE 23 - MEETINGS AND SCHOOLS

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

ARTICLE 24 - CLOTHING ALLOWANCE

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

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

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

ARTICLE 25 - WORKER'S COMPENSATION

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

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

~~A. **PTO Accrual:** The equivalent of four (4) full pay periods under Worker's Compensation shall be considered time worked for purposes of PTO accrual, and the employee shall earn full accrual of PTO benefits during said period. 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.~~

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

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

Seniority shall continue to accrue during the terms of temporary total disability 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 ~~July~~January 1, 2023~~35~~ and shall remain in full force and effect through December 31, 2025~~7~~.

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 _____ day of _____, 2022

CHIPPEWA COUNTY

WISCONSIN PROFESSIONAL
POLICE ASSOCIATION

By: _____

~~Randy Scholz, County Administrator~~

By: _____

~~Jeryl Vonderheid~~Robert Powell

Date

Date

By: _____

By: _____

Mark Hollister

By: _____

Date

Trevor Plehal

By: _____

Chris Kowalczyk

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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AGREEMENT

This Agreement is made and entered into by and between the County of Chippewa, Wisconsin, hereinafter referred to as the County or Employer, and The Wisconsin Professional Police Association/Law Enforcement Employee Relations Division (WPPA/LEER) on behalf of Chippewa County Deputy Sheriff's Association, hereinafter referred to as CCDSA.

ARTICLE 1 - RECOGNITION

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.

ARTICLE 2 - MANAGEMENT RIGHTS

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;

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

ARTICLE 3 - MEMBERSHIP AND DUES

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

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

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

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

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

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

ARTICLE 4 - GRIEVANCE PROCEDURE

Section 1 - Definition: A grievance shall mean a dispute concerning the interpretation or 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 CCDSA 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 CCDSA.

Section 5 - Steps in Procedure:

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

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

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.

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.

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

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

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.

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

ARTICLE 6 - PROBATIONARY EMPLOYEES

Section 1 - Probation 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

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

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

ARTICLE 7 - DISCIPLINE AND DISCHARGE

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

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

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

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

ARTICLE 8 - SENIORITY, JOB POSTING AND PROMOTION

Section 1 - Seniority: Seniority shall begin at the time of most recent date of full-time employment in the Field Services Division and shall not be diminished by temporary layoffs of 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.

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

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

A. Rating Categories: Successful candidates shall receive points, based on objective 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

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

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

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

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

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

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

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

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

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

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

ARTICLE 9 - PAYROLL

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

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

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

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

ARTICLE 10 - WORK CURTAILMENT

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

ARTICLE 11 - NEW POSITIONS

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

ARTICLE 12 - CCDSA BUSINESS

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

ARTICLE 13 - WORK WEEK, HOURS OF WORK AND OVERTIME

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

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

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

Section 4 - Overtime:

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

1. Employees working a twelve (12) hour work schedule shall be able to 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.

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

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

Section 9 - Recruit Deputy:

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

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

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

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

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

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

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

ARTICLE 14 - HOLIDAYS

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

unless the employee does not have sufficient paid time to cover the duration of the leave period. In this case, substitution of available paid time shall be applied evenly and intermittently across the leave period. In addition, employees may be allowed to maintain up to approximately 40.0 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

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.

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

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

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

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

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

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

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

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

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

Section 18: Optional Annual PTO Payout:

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

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

ARTICLE 16 – CATASTROPHIC ILLNESS BANK

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

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

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

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

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

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

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

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

Section 6: Restrictions:

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

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

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

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

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

Section 5 – Other Requirements:

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 18 - LONGEVITY BONUS

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

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

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

Section 2 – Referral Process:

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

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

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

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

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

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

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

Section 4 – Other Requirements:

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

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

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

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

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

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

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

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

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

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

ARTICLE 20 - JURY DUTY

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

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

ARTICLE 21 - RETIREMENT

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

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

ARTICLE 22 - INSURANCE

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

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

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

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

ARTICLE 23 - MEETINGS AND SCHOOLS

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

ARTICLE 24 - CLOTHING ALLOWANCE

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

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

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

ARTICLE 25 - WORKER'S COMPENSATION

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

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

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

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

Seniority shall continue to accrue during the terms of temporary total disability 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

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.

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: _____

By: _____

Robert Powell

Date_____
Date

By: _____

By: _____

Mark Hollister

Date

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 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 _____ day of _____, 2025

CHIPPEWA COUNTY

WISCONSIN PROFESSIONAL
POLICE ASSOCIATION

By: _____

By: _____

Robert Powell

By: _____

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 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 _____ day of _____, 2025

CHIPPEWA COUNTY

WISCONSIN PROFESSIONAL
POLICE ASSOCIATION

By: _____

By: _____

Robert Powell

By: _____

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 **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 _____ day of _____, 2025

CHIPPEWA COUNTY

WISCONSIN PROFESSIONAL
POLICE ASSOCIATION

By: _____

By: _____

Robert Powell

By: _____

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 _____ day of _____, 2025

CHIPPEWA COUNTY**WISCONSIN PROFESSIONAL
POLICE ASSOCIATION**

By: _____

By: _____

Robert Powell

By: _____

By: _____

Mark Hollister

By: _____

Trevor Plehal

By: _____

Chris Kowalczyk

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

**STATEMENT OF EXPLANATION**

Resolution No. 09 - 25

RES. 09-25: RESOLUTION TO CREATE A PART-TIME ADMINISTRATIVE ASSISTANT II - BENEFIT SPECIALIST POSITION WITHIN THE AGING & DISABILITY RESOURCE CENTER DIVISION OF THE DEPARTMENT OF HUMAN SERVICES - LESLIE FIJALKIEWICZ AND TONI HOHLFELDER

1 Chippewa County is experiencing a significant demographic shift. Currently, over 27% of
2 the county's population is age 60 or older-with approximately 14,000 residents receiving
3 Medicare benefits-and this number is expected to grow rapidly over the next decade as Baby
4 Boomers age. This increase has resulted in a surge in inquiries related to Medicare, Social
5 Security, Medicaid, and other benefits. In fact, between 2021 and 2024, the demand for
6 assistance rose by 81%.

7 The Aging & Disability Resource Center (ADRC) presently relies on one full-time Elder
8 Benefit Specialist (EBS) to manage these complex issues. Given the technical expertise required
9 to navigate ever-changing Medicare regulations, as well as related Social Security and Medicaid
10 challenges, the current workload is causing delays in returning calls, scheduling appointments,
11 and processing documentation. These delays can lead to financial hardships for the county's
12 older residents, more than half of whom live alone and depend on Social Security as their
13 primary source of income.

14 To address these challenges, it is proposed that a part-time Administrative Assistant II-
15 Benefit Specialist position be created in the ADRC. This position will provide vital administrative
16 support to the EBS by managing documentation, correspondence, and basic-benefit
17 applications, thereby allowing the EBS to focus on high-level technical issues. This enhanced
18 support will result in more timely assistance and improved financial stability for older residents.

19 Funding for this position will be secured through a mix of state and federal grants, along
20 with local county levy resources. This strategic investment is essential to sustain and improve
21 critical services that support the health and financial stability of our aging community.

22

Resolution No. 09 - 25

RES. 09-25: RESOLUTION TO CREATE A PART-TIME ADMINISTRATIVE ASSISTANT II - BENEFIT SPECIALIST POSITION WITHIN THE AGING & DISABILITY RESOURCE CENTER DIVISION OF THE DEPARTMENT OF HUMAN SERVICES - LESLIE FIJALKIEWICZ AND TONI HOHLFELDER

WHEREAS, the Aging & Disability Resource Center (ADRC) provides critical assistance to Chippewa County residents age 60 and older, including support with Medicare, Social Security, Medicaid, and other public and private benefits; and

WHEREAS, the county's aging population now exceeds 27% of the total population-with more than 14,000 Medicare beneficiaries-and this number is expected to increase as Baby Boomers reach retirement age; and

WHEREAS, the sole full-time Elder Benefit Specialist is experiencing an unsustainable workload that has led to delays in returning calls, scheduling appointments, and processing necessary documentation, thereby risking financial hardship for many older residents; and

WHEREAS, more than 55% of the individuals served by the ADRC live alone and rely primarily on Social Security, making timely and effective assistance essential; and

WHEREAS, the creation of a part-time Administrative Assistant II-Benefit Specialist position will allow for improved efficiency by handling administrative tasks and basic application support, enabling the Elder Benefit Specialist to focus on complex issues; and

WHEREAS, the economic impact of these services is significant-with an estimated positive monetary impact of \$1,922,583 in 2024-and additional timely support will further enhance community stability; and

WHEREAS, the county's financial plan includes a combination of state and federal grants and local county levy funds to support these vital services; and

WHEREAS, the Health & Human Services Board and the ADRC Board have reviewed and support the creation of part-time Administrative Assistant II-Benefit Specialist position to address current service delays and to meet the evolving needs of the county's aging and vulnerable populations;

NOW, THEREFORE, BE IT RESOLVED, that effective immediately, one (1) part-time Administrative Assistant II-Benefit Specialist position is hereby created within the ADRC Division of the Department of Human Services to provide essential administrative support to the Elder Benefit Specialist; and

BE IT FURTHER RESOLVED, that the funding for the part-time Administrative Assistant II-

Benefit Specialist position shall be derived from a combination of state and federal grants and county levy funds, ensuring sustainable and comprehensive service delivery for the county's aging population.

Forwarded to the County Board by the Health and Human Services Board.

FINANCIAL IMPACT:

Financial Impact:

Funded with County Tax Levy

Total Estimated Cost for PT Wages & Benefits (1,500 hours)	\$38,161
--	----------

Currently Funded with LTE (975 hours)	\$24,826
---------------------------------------	----------

Estimated Additional Cost for transition of LTE to PT	\$13,335
---	----------

No additional levy is needed due to indirect cost recovery within ADRC budget.

03/4/2025 Executive Committee

RESULT: FORWARD TO COUNTY BOARD [UNANIMOUS] Next: 3/11/2025 6:00 PM

MOVER: Jason Bergeron, District 7

SECONDER: Joel Seidlitz, District 9

AYES: Hull, Mueller, Gehring, Bergeron, Seidlitz

History:

02/20/25	Health & Human Services Board	REFERRED TO COMMITTEE
----------	-------------------------------	-----------------------

Approved as to Form:

Todd A. Pauls

Todd A. Pauls, Corporation Counsel

2/10/2025

Lori Zwiefelhofer

Lori Zwiefelhofer, Finance Director

2/10/2025

Randy B. Scholz

Randy B. Scholz, County Administrator

2/10/2025



CHIPPEWA COUNTY

Department of Administration

Personnel Administration Change (PAC) Form

Action Requested:

☒ New Position☐ Fill Vacancy☒ Other (ex: increased hours)Department: Human ServicesDivision: ADRCCurrent Job Description Title: Administrative Assistant IIAnticipated Start Date: 2/17/2025

Proposed Job Description Title: (if different) _____

Direct Supervisor: _____

Current/Past Employee Name (blank if new position): Breanna Schemenauer

No. of Years Served in Position: _____

Current Status: ☐ FT ☐ PT ☐ LTE/Seasonal ☒ LTE/Annual ☐ Paid Intern ☐ Unpaid Intern ☐ Volunteer ☐ OtherProposed Status: ☐ FT ☒ PT ☐ LTE/Seasonal ☐ LTE/Annual ☐ Paid Intern ☐ Unpaid Intern ☐ Volunteer ☐ OtherReason for vacancy or new position (if due to vacancy - please indicate the last day of work for the employee in the position):

The full time Elder Benefit Specialist has experienced a significant increase in workload over recent years. To address and assist the ADRC in meeting the needs of the public, the Administrative Assistant, trained to assist the Elder Benefit Specialist will be increasing hours from LTE (975) to PT (1500) and will provide administrative support, helping to manage the workload more effectively. This approach will serve as a temporary solution until the County has the capacity to add a second Elder Benefit Specialist, either on a part-time or full-time basis.

Bargaining Unit: ☐ WPPA-Patrol Officers/Investigators ☒ Non-RepresentedFLSA Status: ☐ Exempt ☒ Non-ExemptIs the position mandated? ☐ Yes ☒ No

If yes, provide statute, regulation, etc.

The position is not mandated under Wis. Stat. § 46.283(3). However, the County is required to ensure that the services provided by the Elder Benefit Specialist are available to the public. This position will serve as a supportive role to assist the Elder Benefit Specialist in fulfilling these obligations.

Position Justification Description (Why is the position needed?):

The Elder Benefit Specialist has experienced an increased workload over the last few years. This position will assist with the workload by handling administrative duties. It will serve as a temporary solution until the County has the capacity to add an Elder Benefit Specialist in either a part-time or full-time capacity.

Measurement of Job Performance (e.g. clients, caseload, work output, etc.)

This position will enhance the Elder Benefit Specialist's capacity to serve a greater number of customers and reduce the time required to deliver those services. The state tracks data on the number of citizens served, making it easy to generate reports and monitor the impact of these efforts.

Are there opportunities to consolidate, eliminate and/or outsource the job responsibilities?

☐ Yes ☒ No

Please explain:

I am not aware of any available opportunities. This is a responsibility the state has assigned to the County.

Is this a new position? ☐ Yes ☒ No

Would its creation cause the future elimination of another position? ☐ Yes ☒ No

If yes, please explain:

For new positions, are there alternatives to the services that this individual would provide (temporary help, part-time vs. full-time, help from other county departments, use of overtime, eliminating unnecessary work)? ☐ Yes ☒ No

Please explain:

PLEASE ANSWER BOTH QUESTIONS (for WRS & ACA purposes)

In the first twelve months from the new position or refill position start date:

Do you intend to work this position 600 or more hours? ☒ Yes ☐ No

Do you intend to work this position 1200 or more hours? ☒ Yes ☐ No

Requested Annual Hours: ☐ 2088 ☒ 1500 ☐ 1044 ☐ 975 ☐ Other: _____

Description of Anticipated Work Schedule Will work with the employee and Elder Benefit Specialist for a schedule.

(i.e. 8 hrs/5 days per week, 10hrs/4 days per week, 9 hrs/4 days a week and 4 hours on Fridays)

What are the consequences or impact of **not** filling this position?

There is a concern that the current Elder Benefit Specialist may experience burnout due to the demanding workload, which could result in citizens getting delayed services they need.

For new positions, is there office space available for this position? ☐ Yes ☐ No (if no, complete Office Relocation Form)

Will this require an office move/relocation? ☐ Yes ☒ No (if yes, complete Office Relocation Form)

How does this position fit into the long-range and strategic plans of the Department and/or the County?

Providing this service is both an integral part of our ongoing mission to serve the citizens of Chippewa County and a mandate required by the state.

TOTAL FISCAL IMPACT/FUNDING SOURCES

Will be verified by Finance Division

2025 BUDGETED AMOUNT FOR POSITION - From 2025 Position Based Budget (PBB) Report

21,021	+	3,805	=	24,826
Annual Salary per PBB		Total Benefits per PBB		Total Budgeted for Position

Number of Hours Budgeted for Position per 2025 PBB Report: 975

General Ledger Account Number to Charge Salary to: 205-70-54600 This employee's rate is > control point - rate below is her present rate
(If more than 1 account number please attach a separate document with the associated percentages)

2025 ANNUAL FISCAL IMPACT

Minimum Fiscal Impact Starting Wage/Hire (WPPA) \$ n/a of Pay Grade 7

\$ <u>n/a</u>	X		=	
Starting Hourly Rate		Maximum Hours (2088, 1500, 1044 or 975)		Total Wages Minimum Impact
	+		+	
Total Wages Minimum Impact		Fringe Benefits* (Use percentage below)		Health Insurance **
				Total Minimum Fiscal Impact 2025

Control Point Fiscal Impact Control Point Wage (GME)/Max Step (WPPA) \$ 21.56 of Pay Grade 32,340 7

\$ <u>21.56</u>	X	<u>1500</u>	=	<u>32,340</u>
Control Point Hourly Rate		Maximum Hours (2088, 1500, 1044 or 975)		Total Wages Control Point Impact
<u>32,340</u>	+	<u>5,821</u>	+	<u>n/a</u>
Total Wages Control Point Impact		Fringe Benefits* (Use percentage below)		Health Insurance **
				Total Control Point Fiscal Impact 2025

* Percentages to Use: General WRS Position: 19% Current LTE: 18%
Protective WRS Position: 27.5% New LTE: 11.5%

**Health Insurance Annual Premium: Full Time = \$25,224 WPPA = \$24,290

2025 OTHER COSTS

Please define and breakdown "other" costs here:

***"Other" includes, but is not limited to: equipment, office space, vehicle, on-call pay etc.

Personal equipment (tools, uniforms, safety equipment)	\$	
Mileage and meals	\$	
Training expenses (including memberships)	\$	
Computer equipment	\$	
Office furniture and supplies	\$	
Other operating expenses	\$	
Renovation/relocation costs	\$	
Total Other Costs	\$	NA

2025 FUNDING SOURCES

☐ Federal/State (Specify) _____	_____ %	\$ _____
☒ County Tax Levy _____	35 %	\$ 13,335
☐ County Other (Specify) _____	_____ %	\$ _____
☒ Grant (Specify) <u>GWAAR</u>	13 %	\$ 4,965
☒ Grant (Specify) <u>ADRC</u>	52 %	\$ 19,861
☐ Other (Specify) _____	_____ %	\$ _____
TOTAL	100%	\$ 38,161 *

*Must match above total maximum fiscal impact and other costs

Will any of the listed funding sources expire during the duration of the position? ☐ Yes ☒ No

If yes, please indicate what sources will expire, with expiration dates:

Note - the employee's current hourly rate exceeds the control point. The fiscal impact above uses the employee's actual rate

If yes, please indicate where the funding will come from after the sources of funding have expired:

2025 ACTUAL YTD EXPENDED FOR POSITION – To be Completed by Finance Division

As of pay date: 1/24/25

1385.23 + 154.45 = 1539.68
 Wage Less Overtime Fringe Benefits Less Overtime Total YTD Expended for Position

Retirement/Resignation Pay out Amount: N/A Budgeted Amount: 24,826.00

NOTE: Attach an updated organizational chart and the approved job description located on the K:drive/Human Resources. All recommended changes for consideration should be indicated with highlights and strikeouts and emailed to the Human Resources Director. Positions will not be considered absent job descriptions and org charts.

1. Randy Scholz 1/22/2025
 Department Head Recommendation Date

4. [Signature] 1-29-25
 County Administrator Approval Date
☒ Approved ☐ Denied

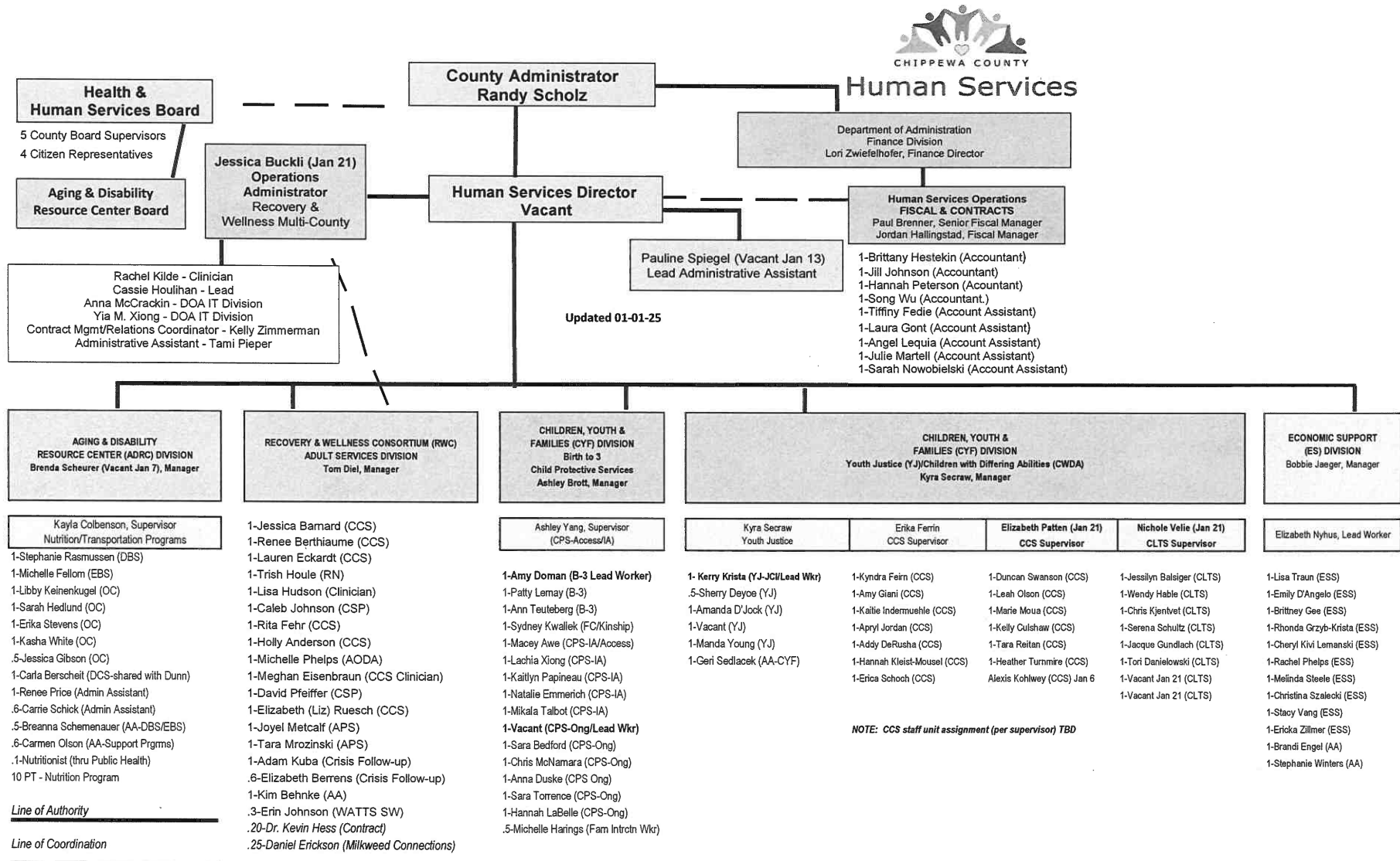
2. [Signature] 1-27-25
 Human Resources Division Review Date
☒ Recommend ☐ Not Recommend

5. _____ Date
 County Board Approval
☐ Approved ☐ Denied
 Resolution No. _____
 ** New Positions Only **

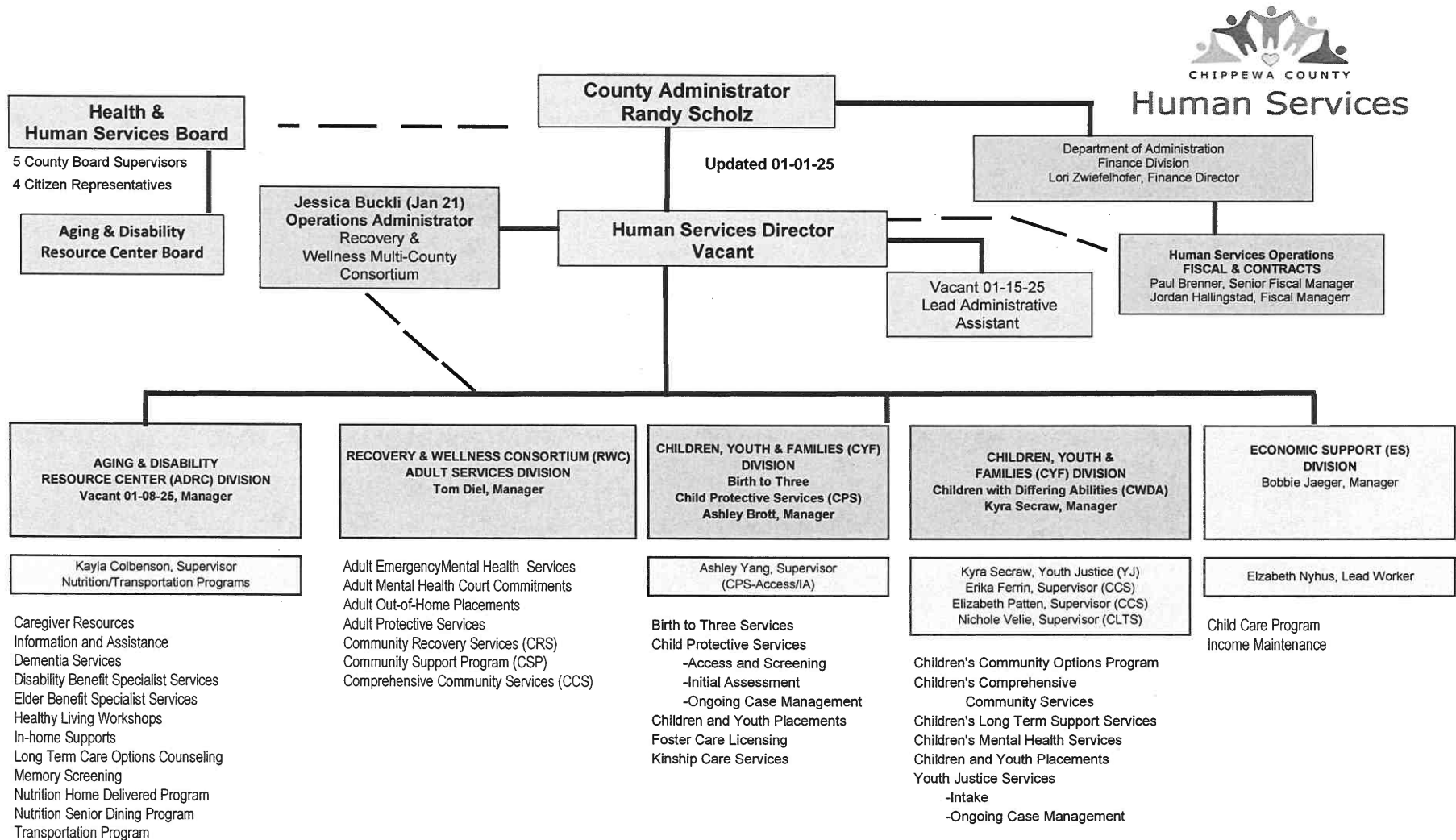
3. [Signature] 1/29/25
 Finance Division Review Date
☒ Recommend ☐ Not Recommend

Comments: _____

Chippewa County Department of Human Services Organizational Chart - Employees



Chippewa County Department of Human Services Organizational Chart - Services



**STATEMENT OF EXPLANATION**

Resolution No. 10 - 25

**RES. 10-25: RESOLUTION TO APPOINT ANDREW (ANDY) ALBARADO AS
CHIPPEWA COUNTY ADMINISTRATOR AND APPROVE A 2025-2027
EMPLOYMENT AGREEMENT - CHUCK HULL**

1 This resolution will appoint Andy Albarado as the next Chippewa County Administrator
2 to replace Randy Scholz. All essential terms of employment with Chippewa County, including
3 salary, fringes and the date Mr. Albarado will commence employment are detailed in the
4 attached Employment Agreement.
5

Resolution No. 10 - 25

RES. 10-25: RESOLUTION TO APPOINT ANDREW (ANDY) ALBARADO AS CHIPPEWA COUNTY ADMINISTRATOR AND APPROVE A 2025-2027 EMPLOYMENT AGREEMENT - CHUCK HULL

WHEREAS, County Administrator Randy Scholz is scheduled to retire as Chippewa County Administrator, effective March 7, 2025; and

WHEREAS, the Executive Committee has been directing the recruitment of a successor County Administrator since Mr. Scholz announced his intent to retire from the position; and

WHEREAS, the Executive Committee, in consultation with Public Administration Associates, LLC (PAA), has recruited and interviewed candidates for the position of County Administrator; and

WHEREAS, after an exhaustive interview process and background check, the Executive Committee recommends that Andy Albarado be appointed as Chippewa County Administrator effective April 28, 2025;

NOW, THEREFORE BE IT RESOLVED, that Andrew (Andy) Albarado is hereby appointed Chippewa County Administrator for an approximately two (2) years and eight (8) month term effective April 28, 2025, and expiring on December 31, 2027, with a starting annual salary of \$150,000 and all other terms of employment as set forth in the attached Employment Agreement.

BE IT FURTHER RESOLVED, that Chippewa County Board Chair Chuck Hull is authorized to sign the Employment Agreement on behalf of Chippewa County.

Forwarded to the County Board by the Executive Committee.

FINANCIAL IMPACT:

The fiscal impact for 2025 will be prorated salary of \$150,000 plus fringes. The funds necessary to cover the salary and fringes have been included in the 2025 County Administrator office budget.

For 2026, the fiscal impact will be a salary of \$154,500 (3% increase over 2025 starting salary) plus fringes, which will be included in the 2026 budget.

For 2027, the fiscal impact will be a salary of \$159,135 (3% increase over 2025 starting salary) plus fringes, which will be included in the 2027 budget.

03/4/2025 Executive Committee
RESULT: FORWARD TO COUNTY BOARD [UNANIMOUS] Next: 3/11/2025 6:00 PM
MOVER: Joel Seidlitz, District 9
SECONDER: Peter Gehring, District 4
AYES: Hull, Mueller, Gehring, Bergeron, Seidlitz

Approved as to Form:

Todd A. Pauls
 Todd A. Pauls, Corporation Counsel

2/24/2025

Lori Zwiefelhofer
 Lori Zwiefelhofer, Finance Director

2/24/2025

Randy B. Scholz
 Randy B. Scholz, County Administrator

2/25/2025

EMPLOYMENT AGREEMENT BETWEEN
CHIPPEWA COUNTY, WISCONSIN
ANDREW (ANDY) ALBARADO

This EMPLOYMENT AGREEMENT is made between Chippewa County, created and existing under the laws of the State of Wisconsin, hereinafter called the "County," and Andrew (Andy) Albarado, hereinafter called the "Employee."

Employer agrees to employ Employee as County Administrator of Chippewa County (County), and Employee agrees to serve as County Administrator in accordance with Wisconsin state statutes and County ordinances and resolutions, and to perform such other legally permissible and proper duties and functions as the Chippewa County Board of Supervisors shall from time to time assign. Employee shall be the chief administrative officer of Chippewa County.

County hereby engages the services of Employee as County Administrator of Chippewa County. In his capacity as County Administrator, Employee shall be the chief administrative officer of Chippewa County.

Employee accepts continued employment as the County Administrator and shall act at all times in the best interests of the County. Employee shall devote full time to the duties and responsibilities of the position and shall engage in no pursuit which interferes with them.

SECTION I. TERM

1. This Agreement shall commence on April 28, 2025 and continue until December 31, 2027, unless a successor Agreement is signed by the parties by August 1, 2027.
2. Nothing in this agreement shall prevent, limit, or otherwise affect the rights of the County to terminate Employee at any time and for any reason, subject to the provisions set forth herein.
3. Nothing in this Agreement shall prevent, limit, or otherwise affect the rights of the Employee to resign at any time and for any reason, subject to the provisions set forth herein.

SECTION II. SALARY, PERFORMANCE REVIEW, & PERFORMANCE INCENTIVES

1. County agrees to pay Employee for his services under this Agreement an annual salary of \$150,000, payable on a regular basis in accordance with County payroll procedures and subject to all appropriate federal, state, and other applicable withholdings.
2. County agrees that Employee shall receive a 3% salary increase over his 2025 salary, effective January 1, 2026 and a 3% salary increase over his 2026 salary, effective January 1, 2027, for his services under this Agreement, payable on a regular basis in accordance with County payroll procedures and subject to all appropriate federal, state, and other applicable withholdings.

3. County agrees to conduct a performance evaluation of Employee annually in the first quarter of each year. County and Employee shall mutually determine written annual performance goals and the process by which performance shall be evaluated. In the event that agreement is not reached, County shall determine the goals and the process. The evaluation will be conducted by the County Board Chair and/or the Executive Committee.
4. It is expected that Employee shall work during the normal office hours of the County which are Monday through Thursday from 7:30 AM to 4:30 PM and Friday from 7:30 AM to 11:30 AM with an appropriate break for lunch. In recognition of the fact that Employee is required to attend meetings regularly which occur outside of normal County office hours, Employee may adjust his work schedule as long as all work is completed in an appropriate and timely manner.
5. Employee shall be considered exempt for the purposes of the Fair Labor Standards Act (FLSA). The salary of the Employee shall not be reduced for absences of less than one-workday. The Employee shall not earn compensatory time.

SECTION III. BENEFITS

County agrees to provide Employee with minimum fringe benefits of no less than the following, as set forth below. Any changes in the future shall be as directed by the County.

1. The Employee shall have a beginning PTO balance equal to 80 hours upon hire.
2. The Employee shall accrue PTO based on a Level 5 Multiplier as specified in the Chippewa County HR Policy Manual.
3. The Employee shall also be entitled to all other benefits provided to other department heads as specified in the Chippewa County HR Policy Manual.
4. The County shall contribute the employer's share of retirement to the Wisconsin Retirement System in accordance with State Statutes.
5. County shall not reduce the salary and/or benefits of Employee unless the salary and/or benefits of all non-represented employees are reduced in the same manner and by the same percentage. If Employee's salary and/or benefits are reduced in a different manner and/or by a greater percentage than those of other non-represented employees, Employee has the option of deeming his employment terminated and receiving the severance terms described in Section VII.1.b. of this agreement.

SECTION IV. PROFESSIONAL DUES & DEVELOPMENT

1. Professional development is encouraged, and the County shall budget and pay for Employee to attend professional and educational conferences and training programs related to his professional responsibilities, including one national conference and state conferences of the Wisconsin Counties Association, the Wisconsin City/County Management Association, and meetings of the Wisconsin County Executives and Administrators Association.
2. County agrees to budget for and pay the annual dues of Employee to belong to the National Association of County Administrators, the International City/County Management Association, the Wisconsin County Executives and Administrators Association, and the Wisconsin City/County Management Association and/or other associations directly related to his work as County Administrator.
3. County requires that the Employee register for a Leadership training program or class on or before December 31, 2025. The program or class shall be approved prior to registration by the Executive Committee.

SECTION V. MEETINGS

Employee is required to attend the regular monthly and any special County Board of Supervisors meetings, and monthly Executive Committee meetings. Employee shall also attend any meetings of subunits of the County Board as requested by the chair of those subunits.

SECTION VI. TRANSPORTATION

The County maintains fleet vehicles for business use by County Administrator. Business use of Employee's personal vehicle is specified in the Chippewa County Human Resources Policy Manual.

SECTION VII. TERMINATION AND SEVERANCE PAY

1. Employee is an at-will employee. Employee may be terminated by a majority vote of the County Board.
 - a. If Employee is terminated by the County for cause, defined as malfeasance or willful misconduct in office, during the term of this agreement, Employee is terminated immediately upon written notice and with due process and is not entitled to severance compensation.
 - b. If Employee is terminated by the County without cause, Employee shall receive written notice of termination.

If such a termination without cause occurs, Employee shall receive six (6) months' salary and health insurance coverage as severance compensation **or** six (6) months' notice of termination

with no severance compensation **or** any combination of severance compensation and termination notice providing six (6) months of financial protection.

2. Employee shall give County 60 calendar day's written notice of his intention to resign and 90 calendar days' notice of his intention to retire. The definition of a retirement or resignation is defined in the Chippewa County HR Policy Manual. If Employee voluntarily terminates employment with the County, he shall not be entitled to the severance benefits outlined in this Section.
3. If the County Board abolishes or fails to fund the County Administrator position or substantially alters the enumerated duties in the position description, the Employee may deem himself terminated and receive the severance terms described in Section VII.1.b. of this agreement.

SECTION VIII. GENERAL PROVISIONS

1. County shall defend, save harmless, and indemnify Employee against any tort, professional liability, claim, demand or other legal action, whether groundless or otherwise arising out of an alleged act or omission occurring in the performance of the Employee's duties as County Administrator. Such duties to include all obligations and commitments as articulated in this Agreement. County will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon; provided, however, that nothing herein shall obligate County to pay the costs of defending or the amount of claim arising out of any criminal action brought by any State or Federal authority.
2. Employee acknowledges and agrees that the terms and conditions of the Chippewa County Human Resources Policy, as amended from time to time, are part of this Agreement, and enforceable as part of this Agreement without further elaboration or attachment, although if there is a conflict between this Agreement and Chippewa County policies, both parties acknowledge and agree that the provisions of this Agreement shall control.
3. Both parties agree any amendments to the Agreement shall be as agreed from time to time and reduced to writing in the same fashion as this Agreement.
4. This Agreement contains all the terms and conditions agreed on by the parties hereto. The terms and conditions of this Agreement, including adjustments of salary, are reviewable annually, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist as to any of the parties.

IN WITNESS WHEREOF ANDREW (ANDY) ALBARADO, EMPLOYEE, AND CHIPPEWA COUNTY BY CHUCK HULL, COUNTY BOARD CHAIRMAN, have signed hereto and whose signatures were attested to by Todd A. Pauls, Corporation Counsel, who has affixed his hand and seal this ____ day of _____, 2025.

CHIPPEWA COUNTY:

EMPLOYEE:

Chuck Hull,
County Board Chairman

Andrew Albarado

ATTESTED TO: _____
Notary Public

ATTESTED TO: _____
Notary Public

Chippewa County, Wisconsin
My Commission Is Permanent.

Chippewa County Wisconsin
My Commission Is Permanent.

Chippewa County Board

Chuck Hull, County Board Chair
chull@chippewacountywi.gov



6.4.b

March 4, 2025

New Chippewa County Administrator

I am pleased to announce the new Chippewa County Administrator pending County Board confirmation. Andrew (Andy) Albarado will start on April 28, 2025.

Andy brings nearly 27 years of County Government experience to Chippewa County. He worked for Rusk County for 24 years, starting as the Economic Development Director and the final 3 ½ years as their Administrative Coordinator. For the last 3 years he has been the Sawyer County Administrator. During his career he has successfully led organizations, managed large projects, developed and maintained budgets, and provided leadership during challenging times. He prides himself on taking a collaborative approach and building relationships within the organization and within the community.



In addition to working in economic development and county administration, he has also worked directly in tourism promotion, airport management, comprehensive planning, and buildings and grounds supervision.

Andy is a graduate of Cadott High School, and UW-Eau Claire with a Bachelor of Business Administration. Professional certifications include receiving Certified Economic Developer (CEcD) status and completing the National Association of Counties High Performance Leadership program.

He has also been active in numerous professional and civic organizations and Boards. These include serving as Vice-Chair of the Rusk County Community Foundation, past president of the Wisconsin Economic Development Association, and is currently a member of the Wisconsin County Executives and Administrators Association and the Northwood Technical College Board of Trustees.

Andy is married to Dr. Aliesha Crowe and has two step-daughters.

He is excited to return to Chippewa County and work with the employees of the County to serve Chippewa County and the County Board.

Please join me in welcoming Andy to Chippewa County.

Chuck Hull
County Board Chair

COUNTY ADMINISTRATOR AND DEPARTMENT HEAD SUCCESSION POLICY

Purpose

A change in executive leadership is inevitable for all organizations and can be a very challenging time. Proper planning and policy development in regards to succession issues can help limit the problems of leadership transition and provide a degree of stability. The purpose of this policy is to prepare Chippewa County and its departments for both planned and unplanned, and short-term and long-term changes in executive leadership in a manner that ensures the healthy functioning, stability and accountability of the organization.

Policy

The County Board has the responsibility to assess the permanent leadership needs of the organization to help ensure the selection of a qualified and capable leader who is representative of the community, a good fit for the organization's mission, vision, values, goals, and objectives and who has the necessary skills to lead the organization.

To ensure that the organization's operations are not interrupted while the Executive Committee recruits a permanent County Administrator, the board may appoint an interim executive leadership as described in the Succession Policy. The interim County Administrator shall ensure that the organization continues to operate without disruption and that all organizational commitments previously made are adequately executed.

In addition, all departments shall identify interim leadership to address any unexpected loss of a department head or an elected official.

Responsibility and Authority

The County Administrator shall be responsible for implementing this policy and its related procedures. If the County Administrator is not available, the Executive Committee will assume the responsibility only until such time that a County Administrator is properly appointed by the County Board.

Procedures

1. Priority Functions of the County Administrator

The full County Administrator position description is attached to this plan.

Among the duties listed in the position description, the following are considered to be the key functions of the Administrator and have a corresponding Temporary Staffing Strategy.

Key Functions	Temporary Staffing Strategy
Leadership	Corporation Counsel/Human Resources Manager
Board Administration & Support	Corporation Counsel/Human Resources Manager/Administrative Secretary
Services and Programs	Applicable Department Head
Financial Management	Finance Director
Human Resource Management	Human Resources Manager
Spokesperson	Corporation Counsel

The positions assigned in the Temporary Staffing Strategy are based on Chippewa County organizational structure as of July 2011. In the event this plan is implemented and assigned positions are vacant or no longer available, the County Administrator or the County Board Chair (in the absence of the Administrator) shall select other senior staff to support each of the key Administrator functions.

2. Succession plan in the event of a Temporary Short-Term Absence

a. Definitions

- 1) A **temporary absence** is one in which it is expected that the County Administrator will return once the events precipitating the absence are resolved. A temporary absence is 90 days or less.
- 2) An **unplanned absence** is one that arises unexpectedly, in contrast to a planned leave such as vacation or a sabbatical.

b. Temporary Staffing Strategy

For temporary planned or unplanned absences of 5 weeks or less, the Temporary Staffing Strategy described above shall be initiated as directed by the County Administrator.

c. Appointing Joint Acting County Administrators

For temporary absences between 6-12 weeks, and considering the accessibility of the County Administrator, the Executive Committee may appoint Joint Acting County Administrators, or continue to implement the Temporary Staffing Strategy.

d. Standing Appointees to the Position of Joint Acting County Administrator

- 1) The first positions in line to be Joint Acting County Administrator are the Corporation Counsel and Human Resources Manager.
- 2) Should one or the other be absent for a period of time, the other senior staff member shall be the Acting County Administrator; or in the absence of one or the other, the remaining Senior Staff Member shall be the Acting County Administrator.
- 3) In the event the available staff is new to the position or fairly inexperienced with the County, the Executive Committee may consider another appointee or the option of splitting administrative duties among designated appointees.

e. Cross-Training Plan

The County Administrator shall exercise best efforts to train staff for each of the key functions of the Administrator listed above and ensure that procedures are in place to achieve the objectives of this policy.

f. **Board Oversight and Support to the Joint Acting County Administrators**

The Joint Acting County Administrators shall have the powers and duties of the County Administrator and shall report and be accountable to the County Board and the Executive Committee as would the County Administrator.

g. **Communication Plan**

Upon appointment of Joint Acting County Administrators, the County Board Chair, Joint Acting County Administrators and Executive Committee shall announce the organization's temporary leadership to staff and the County Board.

h. **Salary Adjustments**

- 1) There shall be no salary adjustment for the Temporary Staffing Strategy.
- 2) An appointed Joint Acting County Administrator shall be paid as determined by the Executive Committee.

3. **Succession plan in the event of a Temporary Long-Term Absence**

a. **Definition**

A long-term absence is 90 consecutive days or more.

b. **Procedures**

Procedures and conditions to be followed shall be the same as for a temporary short-term absence with the following additions:

- 1) The Executive Committee shall give immediate consideration, in consultation with the County Administrator or Joint Acting County Administrators, to temporarily filling the management position left vacant by the Joint Acting County Administrators, or reassigning priority responsibilities where help is needed to other staff. This is in recognition that, for a term of 90 days or more, it may not be reasonable to expect the Joint Acting Administrators to carry the duties of both positions.
- 2) The County Board Chair and Executive Committee are responsible for gathering input from staff and reviewing the performance of the Joint Acting County Administrators according to the organization's Performance Review Policy. A review shall be completed between 30 and 45 days.

4. **Succession plan in the event of a Permanent Absence**

a. **Definition**

A permanent absence is one in which it is firmly determined that the County Administrator will not be returning to the position.

b. **Procedures**

Procedures and conditions to be followed shall be the same as for a temporary short-term absence with the following additions:

- 1) The Executive Committee shall consider the need to hire an Interim County Administrator from outside the organization instead of appointing Joint Acting County Administrators. This decision shall be guided, in part, by internal candidates for the County Administrator position, the expected time frame for hiring a permanent Administrator and the management needs of the organization at the time of the transition.

c. **Hiring an Interim County Administrator**

- 1) If an Interim County Administrator is hired, the County Board Chair and Executive Committee shall negotiate a contract agreement with a defined scope of work.
- 2) The scope of the agreement with an Interim County Administrator shall be determined based on an assessment of the organization's needs at the time of the leadership transition.

d. **Responsibilities of the Interim County Administrator**

An Interim County Administrator shall have full authority for day-to-day decision-making and independent action as the regular County Administrator.

e. **Board Oversight and Support to the Interim County Administrator**

- 1) The Interim County Administrator reports to the County Board Chair.
- 2) The Executive Committee shall be alert to the special support needs of the Interim County Administrator in this temporary role. The Executive Committee shall convene twice per month with the Interim County Administrator.
- 3) The County Board Chair and Executive Committee will consult with staff and the Interim County Administrator to assure a smooth transition within 2 months and at least quarterly thereafter.

5. Succession Plan for Department Head and Key Management Positions

County Departments shall use similar procedures in case of an executive transition that involves the Department Head or other key management positions.

a. **Cross Training/Planning**

The Department Head shall exercise best efforts to train staff for each of the key functions of the organization and ensure procedures are in place to achieve the objectives of this policy.

b. **Temporary Staffing Strategy**

County Departments shall identify key positions within their department that are critical for the stability and functioning of the organization.

All departments shall develop a written Temporary Staffing Strategy plan, which shall be on file with the Department of Administration. This plan shall identify key management functions and the temporary assignment of these duties within the department.

The Department Head (or County Administrator in the event of a Department Head vacancy) may also consider the following with approval from the County Administrator:

- 1) Temporarily assigning mid-level management within the department.
- 2) Temporarily subcontracting some of the organizational functions from trained consultant or other organizations.

6. County Administrator Recruitment Procedure

- a. The County shall ensure the recruitment is in compliance with Federal Equal Employment Opportunity (EEO) Laws.
- b. The Executive Committee shall be the body responsible for the oversight of the selection process for the position of County Administrator.
- c. The Executive Committee shall review the County Administrator's job description prior to the recruitment process.
- d. The Executive Committee shall utilize a Statement of Qualifications/Request for Proposal process to select a hiring consultant. The Department of Administration will assist the Executive Committee through the RFP process to select the consultant that will conduct the recruitment and selection process. The RFP shall include the method, plan and timeframe that will be utilized in the search. Funding will come from the available County Administrator budget.
 - *The Executive Committee should outline their process, including having an updated RFP on file, ranking system, and interview questions completed for immediate use, if needed.*
- e. The consultant will work with the Executive Committee/County Board to hire a replacement. Department of Administration staff will assist the Executive Committee/County Board and the selected consultant, including creating a post offer contract, salary/fringe negotiations, and development of the appointment resolution.