

CHIPPEWA COUNTY

EXECUTIVE COMMITTEE

REGULAR MEETING

DECEMBER 6, 2022

CHIPPEWA COUNTY COURTHOUSE, RM 302

4:00 PM

1. CALL TO ORDER

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

2. ROLL CALL

Attendee Name	Organization	Title	Status	Arrived
Dean Gullickson	Chippewa County	District 5 (Chair)	Present	
Ken Schmitt	Chippewa County	District 3 (Vice-Chair)	Present	
Harold Steele	Chippewa County	District 2	Present	
Glen Sikorski	Chippewa County	District 6	Present	
Jason Bergeron	Chippewa County	District 7	Present	

Others Present: Randy Scholz, Traci Bremness, Toni Hohlfelder, Lori Zwiefelhofer, Andy Bauer, Todd Pauls

3. MEMBERS OF THE PUBLIC WISHING TO BE HEARD

John Anderson expressed some concerns with the Emergency Management consolidation. He has been a member of the LEPC for 30 years and has been the chairman for the past 20 years. This department works with a lot of stakeholder groups and they have not been involved or informed of this proposal. He would like the committee to hold off on this for a little bit so the county can research it more. He thinks losing the autonomy of an independent department can have consequences and he wants the committee to review it before making a decision.

4. CONSENT AGENDA

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Glen Sikorski, District 6
SECONDER:	Harold Steele, District 2
AYES:	Gullickson, Schmitt, Steele, Sikorski, Bergeron

1. Approve the Agenda

2. Approve the Minutes

Executive Committee - Regular Meeting - Nov 15, 2022 4:00 PM

3. Schedule Next Meeting Date - December 20, 2022

5. REPORTS

1. Standardize Agenda Packets for All Committee Meetings - Buck Steele

Supervisor Steele expressed some concerns with committee agenda packets. The committees are not consistent with including information in the agenda packet and sometimes the minutes say "material is on

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Regular Meeting

Chippewa County Courthouse, Rm 302

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file". That makes it difficult for members to be prepared for the meeting when the information is not available and for other County Board Supervisors who are not on the committee, but want to follow the topics, to understand what is going on. This also helps the meetings go faster. Steele also requested that more information be included in the Economic Development agenda packets including more information from the CCEDC Director, rather than just a verbal report. Scholz explained the contract with CCEDC says their report can be verbal so the contract will need to be revised.

The committee agreed to have the County Board Chair send a letter to Department Heads and meeting clerks reminding them the expectation is that every agenda item will have information and/or an attachment in the agenda packet prior to the meeting. If something is handed out or revised at the meeting, then that information needs to be included with the minute packet.

RESULT:	DISCUSSED
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6. BUSINESS ITEMS

1. Resolution to Approve the 2023-2025 Collective Bargaining Agreement Between Chippewa County and the Wisconsin Professional Police Association – Randy Scholz
Hohlfelder reviewed the 2023-2025 collective bargaining agreement as agreed to during negotiations.

RESULT:	FORWARD TO COUNTY BOARD [UNANIMOUS]	Next: 12/13/2022 6:00 PM
MOVER:	Harold Steele, District 2	
SECONDER:	Ken Schmitt, District 3 (Vice-Chair)	
AYES:	Gullickson, Schmitt, Steele, Sikorski, Bergeron	

2. Resolution to Authorize Use of American Rescue Plan Act Funds to Pay Wisconsin Professional Police Association Bargaining Unit Employee Longevity Rewards – Randy Scholz
Scholz explained this resolution will allow the County to use ARPA funds for WPPA employees who had missed anniversary dates. This is consistent with the other resolution the County Board approved for the general employees.

RESULT:	FORWARD TO COUNTY BOARD [UNANIMOUS]	Next: 12/13/2022 6:00 PM
MOVER:	Harold Steele, District 2	
SECONDER:	Glen Sikorski, District 6	
AYES:	Gullickson, Schmitt, Steele, Sikorski, Bergeron	

3. Resolution to Authorize the Sale of Two Small Parcels of Property and to Grant Two Temporary Limited Easements to the City of Chippewa Falls for the Mill and Overlay of State Highway 124 and Improvement of the Curb Ramps – Randy Scholz

RESULT:	FORWARD TO COUNTY BOARD [UNANIMOUS]	Next: 12/13/2022 6:00 PM
MOVER:	Glen Sikorski, District 6	
SECONDER:	Ken Schmitt, District 3 (Vice-Chair)	
AYES:	Gullickson, Schmitt, Steele, Sikorski, Bergeron	

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4. Resolution to Reorganize the Emergency Management Department Underneath the Sheriff's Department – Randy Scholz

Scholz explained he talked to the current Sheriff and incoming Sheriff about this and they are both in favor of it. He reached out to other counties and it varies from county to county based on what is best for each organization. The reason he is requesting this consolidation is the physical location. There is a close working relationship with dispatch and the Sheriff's Department. He feels the Chief Deputy is better equipped to supervise this area and manage the position. They placed this on the wage scale and aligned it with similar positions in the county. There is a cost savings but the recommendation is to use those funds for the employees in 911 to retain them. He would recommend this consolidation despite the increase for 911. The only change that people will see is that this person will no longer be a Department Head. The outside agencies shouldn't see anything different from their perspective. The Legal and Law Enforcement Committee was supportive of the resolution.

Gullickson attended the Legal and Law Enforcement Committee meeting. There was a lady present from the state who expressed some concerns with the pay. The other issue is the last agency that hired an Emergency Management Director went through six applicants before they found someone. He wants to make sure we are competitive.

Scholz commented this will be part of our market analysis so if something needs to be adjusted, we can address it then.

RESULT:	FORWARD TO COUNTY BOARD [UNANIMOUS]	Next: 12/13/2022 6:00 PM
MOVER:	Jason Bergeron, District 7	
SECONDER:	Ken Schmitt, District 3 (Vice-Chair)	
AYES:	Gullickson, Schmitt, Steele, Sikorski, Bergeron	

5. Review the Process and Timeline for the County Administrator's Performance Evaluation – Toni Hohlfelder
Hohlfelder reviewed the process and timeline for the County Administrator's performance evaluation. This is the same process that has been used for years.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Ken Schmitt, District 3 (Vice-Chair)
SECONDER:	Jason Bergeron, District 7
AYES:	Gullickson, Schmitt, Steele, Sikorski, Bergeron

6. Human Resources Policy Manual Revisions for Holidays – Toni Hohlfelder
Hohlfelder reviewed revisions to the holiday policy.

RESULT:	FORWARD TO COUNTY BOARD [UNANIMOUS]	Next: 12/13/2022 6:00 PM
MOVER:	Jason Bergeron, District 7	
SECONDER:	Harold Steele, District 2	
AYES:	Gullickson, Schmitt, Steele, Sikorski, Bergeron	

7. UPDATES, ANNOUNCEMENTS, AND CORRESPONDENCE

Executive Committee

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A. County Board Chair Report

B. County Administrator Operation Report

1. Update on 2023 Health Insurance Premiums – Randy Scholz
Scholz gave an update on the 2023 health insurance premiums. See memo on file. There were no changes from what the County Board approved during the budget process.

RESULT:	REVIEWED	Next: 12/13/2022 6:00 PM
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2. Update on Employee Engagement – Randy Scholz
Scholz and Hohlfelder gave an update on the 2022 employee engagement survey results.

RESULT:	REVIEWED	Next: 12/13/2022 6:00 PM
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3. Update on the Firearms Range Closure - Randy Scholz & Larry Ritzinger
Scholz gave an update on the Public Firearms range closure.

RESULT:	REVIEWED	Next: 12/13/2022 6:00 PM
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8. AGENDA ITEMS FOR FUTURE CONSIDERATION

Gullickson is gathering information on our EMS services county wide.

9. ADJOURN

The meeting adjourned at 6:01 p.m.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Harold Steele, District 2
SECONDER:	Ken Schmitt, District 3 (Vice-Chair)
AYES:	Gullickson, Schmitt, Steele, Sikorski, Bergeron

CHIPPEWA COUNTY
EXECUTIVE COMMITTEE
REGULAR MEETING
NOVEMBER 15, 2022
CHIPPEWA COUNTY COURTHOUSE, RM 302
4:00 PM

1. CALL TO ORDER

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

2. ROLL CALL

Attendee Name	Organization	Title	Status	Arrived
Dean Gullickson	Chippewa County	District 5 (Chair)	Present	
Ken Schmitt	Chippewa County	District 3 (Vice-Chair)	Present	
Harold Steele	Chippewa County	District 2	Present	
Glen Sikorski	Chippewa County	District 6	Present	
Jason Bergeron	Chippewa County	District 7	Present	

Others Present: Randy Scholz, Deb Blevins, Lynda Schweikert, Leslie Fijalkiewicz, Lori Zwiefelhofer, Matt Hanson, Toni Hohlfelder, Andy Bauer, Jaclyn Sadler and Jim Sherman

3. MEMBERS OF THE PUBLIC WISHING TO BE HEARD

4. CONSENT AGENDA

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jason Bergeron, District 7
SECONDER:	Ken Schmitt, District 3 (Vice-Chair)
AYES:	Gullickson, Schmitt, Steele, Sikorski, Bergeron

1. Approve the Agenda

2. Approve the Minutes

Executive Committee - Regular Meeting - Oct 18, 2022 4:00 PM

3. Schedule Next Meeting Date - December 6, 2022

5. REPORTS

6. BUSINESS ITEMS

1. Resolution to Disallow the Claim of Desiree Ciokiewicz – Deb Blevins
Blevins gave an overview of the claim and explained WMMIC, our liability insurance carried, recommended that we disallow the claim.

Minutes Acceptance: Minutes of Nov 15, 2022 4:00 PM (Consent Agenda)

Executive Committee

Minutes
Regular Meeting

Chippewa County Courthouse, Rm 302

November 15, 2022
4:00 PM

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Glen Sikorski, District 6
SECONDER:	Jason Bergeron, District 7
AYES:	Gullickson, Schmitt, Steele, Sikorski, Bergeron

2. Resolution to Disallow Claim of AFNI Subrogation on Behalf of Pekin Insurance and Pamela Olson – Deb Blevins
Blevins gave an overview of the claim and explained WMMIC, our liability insurance carried, recommended that we disallow the claim.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Ken Schmitt, District 3 (Vice-Chair)
SECONDER:	Jason Bergeron, District 7
AYES:	Gullickson, Schmitt, Steele, Sikorski, Bergeron

3. Resolution to Authorize the Development of a Carbon Offset Program in the County Forest – Randy Scholz/Lynda Schweikert
Hanson explained the resolution and answered questions. He stated that the County can buy out of the program if the County determines the monitoring costs are too high. The DNR also would like to review the contract.

Schmitt and Gullickson spoke with Clark County to find out why they aren't moving forward with the program and they weren't comfortable with the 40-year commitment. Scholz stated that both Bayfield and Price County are in the process and haven't had any issues as they move forward.

Steele expressed concerns that it is a non-regulated commodity and that the Department and all County Departments are only showing the board the positives and not the downside to anything.

Bergeron commented it's cynical on why corporations want to participate in these programs but sees the advantage to Chippewa County and would like this to move forward to the full County Board for a vote as the Executive Committee is only five of the 21 supervisors.

RESULT:	FORWARD TO COUNTY BOARD [3 TO 2]	Next: 12/13/2022 6:00 PM
MOVER:	Ken Schmitt, District 3 (Vice-Chair)	
SECONDER:	Jason Bergeron, District 7	
AYES:	Schmitt, Sikorski, Bergeron	
NAYS:	Gullickson, Steele	

4. Ordinance to Amend Section 2-83 and Repeal Section 2-84(k) Nutrition Advisory Council on Aging of the Chippewa County Code of Ordinances – Randy Scholz/Leslie Fijalkiewicz
Fijalkiewicz explained they are struggling finding members to serve on the council. There is still a need for the Council but there's no longer a need for this to be in the ordinance and require County Board confirmation for the members. The recommendation is to remove this from the ordinance and have ADRC create a procedure for managing the council. This will allow more flexibility for them moving forward.

Minutes Acceptance: Minutes of Nov 15, 2022 4:00 PM (Consent Agenda)

Executive Committee

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Regular Meeting

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November 15, 2022
4:00 PM

RESULT:	FORWARD TO COUNTY BOARD [UNANIMOUS]	Next: 12/13/2022 6:00 PM
MOVER:	Harold Steele, District 2	
SECONDER:	Ken Schmitt, District 3 (Vice-Chair)	
AYES:	Gullickson, Schmitt, Steele, Sikorski, Bergeron	

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 4:45 p.m.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jason Bergeron, District 7
SECONDER:	Ken Schmitt, District 3 (Vice-Chair)
AYES:	Gullickson, Schmitt, Steele, Sikorski, Bergeron

Minutes Acceptance: Minutes of Nov 15, 2022 4:00 PM (Consent Agenda)

**STATEMENT OF EXPLANATION**

Resolution No. 61 - 22

RESOLUTION TO APPROVE THE 2023-2025 COLLECTIVE BARGAINING AGREEMENT BETWEEN CHIPPEWA COUNTY AND THE WISCONSIN PROFESSIONAL POLICE ASSOCIATION - TONI HOHLFELDER

1 Passage of this resolution approves a three (3) year collective bargaining agreement
2 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 January 1, 2023 and expires on December 31,
6 2025. The County and the WPPA/CCDSA have tentatively agreed to a 3.25% wage increase for
7 patrol and investigators effective January 1, 2023. The County and the WPPA/CCDSA have also
8 tentatively agreed to 3.0% wage increases for patrol and investigators effective on January 1,
9 2024 and January 1, 2025. The WPPA bargaining unit employee contribution toward health
10 insurance premiums will remain at 10% in 2023 and move to 6% in 2024 and 4% in 2025.

11 The tentative agreement includes the addition of the following articles or sections to the
12 contract: Recruit Deputy, Funeral Leave, Longevity Bonus and Employee Referral Reward. The
13 tentative agreement also provides for a number of minor language changes including an update
14 to the arbitrator language, a change to the medical/illness leave length, an update to holiday
15 pay, a change to the PTO accruals, a removal of PTO Rewards and addition of Optional Annual
16 PTO Payout, and removal of the supplementation of workers' compensation benefit language.

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

20 The terms and conditions of the settlement are spelled out with all changes tracked in
21 the attached "Agreement between Chippewa County and the WPPA/LEER Representing the
22 Chippewa County Deputy Sheriff's Association" dated 2023 - 2025 and accompanying exhibits.
23 It is the recommendation of the County bargaining team that the agreement be approved.

Resolution No. 61 - 22

**RESOLUTION TO APPROVE THE 2023-2025 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 2020-2022 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 three (3) year term that is effective on January 1, 2023, and terminates on December 31, 2025; and

WHEREAS, the tentative agreement provides for the following hourly wage changes, including a reduction in the number of steps in the wage grid from 7 steps to 4:

<u>Eff. Date</u>	<u>Wage Changes</u>
1/1/2023	3.25% increase - Patrol and Investigators
1/1/2024	3.00% increase - Patrol and Investigators
1/1/2025	3.00% increase - Patrol and Investigators

WHEREAS, the tentative agreement provides that WPPA bargaining unit employees will contribute 10% toward the cost of the health insurance premiums in 2023, 6% in 2024 and 4% in 2025, provided that the WPPA bargaining unit employee premium contribution rate shall be adjusted to match the municipal employee premium contribution rate in any given year in which the general municipal employee contribution rate exceeds that of WPPA bargaining unit employees; and

64 WHEREAS, the tentative agreement includes the addition of 12-hour shifts and all
65 associated language to the contract; and
66

67 WHEREAS, the tentative agreement includes the addition of the following articles or
68 sections to the contract: Recruit Deputy, Funeral Leave, Longevity Bonus and Employee Referral
69 Reward; and
70

71 WHEREAS, the tentative agreement provides for a number of minor language changes
72 including an update to the arbitrator language, a change to the medical/illness leave length, an
73 update to holiday pay, a change to the PTO accruals, a removal of PTO Rewards and addition of
74 Optional Annual PTO Payout and removal of the supplementation of workers' compensation
75 benefit language; and
76

77 WHEREAS, as part of the tentative agreement, the parties have agreed to renew, with
78 small modifications, the following side side letters/letters of agreement: Courthouse Security,
79 Drug Officer, K-9 Officer and Recreational Officer; and
80

81 WHEREAS, the total fiscal impact for 2023 is covered by the funds budgeted to cover the
82 anticipated negotiated settlement; and
83

84 WHEREAS, the fiscal impact for 2024 and 2025 will be budgeted during the normal
85 budget process; and
86

87 WHEREAS, all benefit and language changes from the 2020-2022 agreement are
88 outlined in the attached document titled, "Agreement between Chippewa County and the
89 WPPA/LEER Representing the Chippewa County Deputy Sheriff's Association 2023-2025" and
90 accompanying exhibits; and
91

92 WHEREAS, the WPPA approved the tentative agreement on October 28, 2022; and
93

94 WHEREAS, the County bargaining team recommends that the tentative agreement be
95 approved;
96

97 NOW, THEREFORE BE IT RESOLVED, that the 2023-2025 WPPA/CCDSA Contract is
98 ratified by the County Board of Supervisors, and the commencement date shall be January 1,
99 2023.
100

101 Forwarded to the County Board by the Executive Committee.

102
 103 **FINANCIAL IMPACT:**
 104 2023 Patrol and Investigators
 105 Wages/Fringes: \$82,188.94
 106 Longevity Bonus: \$3,750.00
 107
 108 2024 Patrol and Investigators
 109 Wages/Fringes and Health Insurance: \$85,007.39
 110 Longevity Bonus: \$3,125.00
 111
 112 2025 Patrol and Investigators
 113 Wages/Fringes and Health Insurance: \$86,508.55
 114 Longevity Bonus: \$3,125.00
 115
 116 Total Wage and Fringe for Patrol and Investigators: \$263,704.88
 117

12/6/2022	Executive Committee	
RESULT:	FORWARD TO COUNTY BOARD [UNANIMOUS]	Next: 12/13/2022 6:00 PM
MOVER:	Harold Steele, District 2	
SECONDER:	Ken Schmitt, District 3 (Vice-Chair)	
AYES:	Gullickson, Schmitt, Steele, Sikorski, Bergeron	

123
 124
 Approved as to Form:

Todd A. Pauls
 Todd A. Pauls, Corporation Counsel

11/4/2022

Lori Zwiefelhofer
 Lori Zwiefelhofer, Finance Director

11/4/2022

Randy B. Scholz
 Randy B. Scholz, County Administrator

11/4/2022

125

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****(2020~~3~~-202~~5~~)**

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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.

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

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

The Union 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, the County shall submit annually to the Union a list of all employees covered by the Union Agreement listing their classification and beginning dates of employment and rate of pay.

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

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

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

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

Section 5 - Steps in Procedure:

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

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

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

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

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

4. Arbitration:

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

B. Arbitrator: The parties shall attempt to agree upon a ~~list of three~~ W.E.R.C. staff arbitrators to submit to W.E.R.C. ~~to hear the grievance, from which the Commission shall select one arbitrator 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 ~~list of three arbitrators,~~ the W.E.R.C. Commission will select a staff arbitrator.

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

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

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

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

ARTICLE 5 - LEAVE OF ABSENCE

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

Section 2 – Medical/Illness Leave: A period of not more than ~~sixteen~~ (16) ~~weeks~~~~months~~ 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 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, 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. 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 discipline may be appealed to the grievance procedure (Article 4) commencing at Step 2 of the procedure. If the discipline is overturned through this procedure, the employee shall be reinstated and any reprimand which formed the basis for such discipline 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 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.

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-same through an internal (Sheriff's Dept.) posting procedure. Thus, qualified bargaining unit candidates will be given first opportunity to fill the Investigatorsuch vacancies or

new positions before outside applicants may be considered. The following procedures shall apply to Investigator vacancies or new positions which are to be filled ~~or new positions~~:

~~A. Written Exam: Qualified bargaining unit employees who have signed a promotional posting shall take a written examination applicable to that position. This examination may be changed from time to time, however the exam given for a particular opening shall be the same for each candidate. The candidate must pass the written examination with a score of 70 percent or better to be eligible to continue in the process. Movement between entry level positions requires the candidate to have taken the applicable entry level examination for the position for which they are applying. A given exam only needs to be passed once.~~

BA. Rating Categories: ~~Following the written examination, s~~Successful candidates shall receive points, based on objective standards, awarded in the following categories:

<u>Category</u>	<u>Maximum Points</u>
~~Written Exam~~	~~10~~
Education	20
Seniority	~~15~~ 20
Performance Review	~~30~~ 35
<u>Interview</u>	<u>25</u>
<u>Total</u>	<u>100</u>

Seniority shall be determined on a pro-rata basis with the most senior applicant meeting the requirements of the job description receiving ~~15~~20 points, and all other applicants receiving a number of points determined by multiplying ~~15~~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; ~~a management representative from an outside law enforcement agency; and a non-voting bargaining unit representative from the relevant area in an agency outside Chippewa County, selected by the union, who will act as an observer.~~

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.

EB. 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.

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

ED. Pay Step in New Position: Upon appointment to a promotional position through the procedure outlined in Section 6, the employee shall be paid at the next highest pay rate within the new classification 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.

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.

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 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 Union 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 - UNION BUSINESS

The Union agrees to conduct its business off the job, except as hereinafter provided. This Article shall not operate in any manner that would prevent a 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 Union notices or bulletins. The Union agrees that a Union Steward or his/her designee shall notify his/her supervisor or designee before he/she attends to Union 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. ~~Each full time patrol officer and investigator~~ 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 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 prevailing rate. 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 prevailing rate 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) (85 for those working the 5-2, 5-3 rotation) 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: ~~The work schedule for all employees except Investigators shall be five (5) days on duty followed by two (2) days off duty followed by five (5) days on duty followed by three (3) days off duty (5-2, 5-3) and then repeating the cycle. The work schedule for Investigators shall be five (5) days on duty followed by two (2) days off duty and then repeating the cycle. The normal work day for employees working the 5-2, 5-3 cycle shall consist of eight and one-half (8½) consecutive hours including a ½ hour paid lunch. A 5-2 cycle shall consist of 8 consecutive hours with a ½ hour paid lunch. 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 ~~5-2, 5-3 cycle,~~twelve (12) hour work schedule, regular/normal shifts for employees shall be as follows:

A. Patrol

~~6:45~~00 a.m. - ~~36:15~~00 p.m.

~~117:00~~00 a.m. - ~~7:03~~00 p.m.

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

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

~~62:00~~45 p.m. - ~~116:00~~15 p.m.

7:00 p.m. - ~~73:30~~00 a.m.

~~10:45 p.m. - 7:15 a.m.~~

B. Investigators will work an eight (8) or ten (10) hour day to commence no earlier than 0600 hours and no later than 1200 hours on a normal basis. Investigators may request to work ten (10) hour days as their regular scheduled shift. Shift pick shall be posted in October each year and effective for the following three periods: January through April, May through August and September through December. If a ten (10) hour work schedule is approved, the day of the week that someone has off, due to working a ten (10) hour shift, shall be determined by the Sheriff or designee and shall be determined on a rotating basis. The Sheriff or designee may revoke the use of then (10) hour work schedule at any time. If the Sheriff or designee management decides to have a regular eight (8) hour shift start at any time other than 0800 to 1600 hours on any days other than Monday through Friday or a regular ten (10) hour shift start at any time other than 0700 to 1700 hours on any days other than Monday through Friday, unless special abilities or circumstances prohibit it, shifts shall be picked by seniority within the classification. The Sheriff or designeeManagement reserves the right (and the Association agrees) under conditions of emergency, or other exigent circumstances, hours or days of work may be varied to fulfill the mission of the Sheriff's Department. In those cases, hours or days will be whatever the Sheriff or designee management deems necessary without any regard to starting

times or days. It is further agreed, however, that such exceptions will be only for limited periods of time during which the above-mentioned emergencies, or other exigent circumstances exist.

NOTE: The Sheriff may, from time to time, in cases of emergency, adjust the above shift starting time by as much as fifteen (15) minutes; provided that, the employee's regular shift shall remain at eight (8), ten (10) or twelve (12) 8½ consecutive hours.

C. Shift selection. Shift selection for ~~5-2, 5-3 rotation shifts~~ Patrol Officers working the twelve (12) hour work schedule shall be posted ~~once~~two times per year: in October for January through June ~~and; in April for~~ 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. These shifts shall be effective on the first day of the pay period in those months. Selection for these shifts shall, for non-probationary employees, be determined on a seniority basis. The senior employee shall have five (5) days to make his or her shift selection. Failure to make this selection within the designated five (5) days shall move that employee 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)~~three (3) float shifts in patrol. Prior to shift pick, management shall decide what shifts will be designated as the float shifts. Float shifts are bid by seniority at time of shift pick. If the employee on the float shift is to be moved or "floated" to a shift other than the one for which they are regularly scheduled, management will give them three (3) days or more notice of the change. Less than a three (3) day notice of the change will result in the employee being able to decline, take the shift voluntarily at regular time or take the shift involuntarily and be paid at a rate of time and a half.

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

Section 7 - Shift Differential: Shift differential pay of \$.50/hour for eligible employees shall be paid to those Patrol Officers performing work or starting a shift between 6:00 p.m. and 7:00 p.m. for their entire shift while working the twelve (12) hour work schedule. ÷ Employees performing

~~work or starting shifts within the below described hours will receive shift differential. Those performing work or starting shifts within the below described hours will receive shift differential. Those performing work or starting a shift between 2:30 p.m. and 6:59 p.m. will receive a shift differential of 35 cents (\$.35) per hour. Those performing work or starting a shift between 7:00 p.m. and midnight will receive a shift differential of 50 cents (\$.50) per hour. Work performed or shifts starting between the hours of midnight up to 7:15 a.m. will receive 50 cents (\$.50) per hour (Excluding shifts that start at 4:00 a.m., 6:45 a.m., and 6:30 a.m.).~~

~~Shift differential shall not be paid beyond the end time of the “late” shift, 7:15 a.m., not prior to the start of the “afternoon shift” 2:30 p.m.~~

~~Shift differential shall not switch to the higher rate if the beginning of the work performed or the shift starts at a lower rate. The higher rate would apply only if after the completion of the scheduled work at a lower rate additional work is required to be performed within the described hours.~~

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 first payday following graduation from the Wisconsin Law Enforcement Academy and shall be placed at the Hire rate of the Patrol Officer wage scale.

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 Eve Day,~~ 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, working the 5-2 cycle and eight and one-half (8½) hours of regular straight time pay for employees working the 5-2, 5-3 cycle. 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 23 - Schedule and Accrual:

A. All holidays shall be taken by employees as they occur and Patrol Officers are, ~~however, all employees working a 5-2, 5-3 cycle,~~ 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 ~~5-2 cycle~~ 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 ~~5-2 cycle~~ shall observe such holidays on the succeeding Monday.

C. Notwithstanding Article 14, Section ~~32~~.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 ~~5-2 cycle~~ shall observe such holidays on the proceeding Thursday and Friday respectively.

D. Notwithstanding Article 14, Section ~~32~~.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 ~~5-2 cycle~~ shall observe such holidays on the following Monday and Tuesday respectively.

~~E. Notwithstanding Article 14, Section 2.B., whenever New Year's Eve falls on a Sunday and New Year's Day on a Monday, all employees working a 5-2 cycle shall observe such holidays on the following Monday and Tuesday respectively.~~

Section 34 - 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 ~~(excluding overtime hours)~~ that an employee is paid during the pay period, up to 80 ~~regular~~ 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	~~.0886770~~	~~7.096.16~~	~~18460~~
Level 2	5-less than 10	~~.0983867~~	~~7.866.93~~	~~204180~~
Level 3	10-less than 15	~~.10790963~~	~~8.637.70~~	~~22200~~
Level 4	15-less than 20	~~.1271155~~	~~10.179.24~~	~~26040~~
Level 5	20 and greater	~~.1464348~~	~~11.7110.78~~	~~304280~~

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. 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 235 – 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 253 – 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 1. Retirement occurs when an employee voluntarily terminates employment with
2 Chippewa County and is eligible for WRS annuity benefits.

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

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

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

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

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

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

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

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

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

31 ii. An employee who is discharged with less than 1 year of continuous
32 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 Rewards Program~~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.
~~Each PTO year starts after the last pay period in December where employees will be rewarded for low non-scheduled PTO absences as follows:~~

~~At the beginning of the PTO year each full-time employee shall be credited with 24.0 hours of time. During the PTO year, any Unscheduled PTO taken shall reduce the number of hours to be credited to the Annual PTO Rewards Program hour for hour, to a maximum of 24.0.~~

~~At the end of the PTO year, any reward time remaining shall be converted to a dollar value calculated by taking the number of the remaining reward hours multiplied by the regular straight time hourly rate of pay in the preceding calendar year and paid to the employee as a lump sum no later than the second paycheck in January of the following year.~~

~~In order to be eligible for the PTO Rewards Program in a given PTO year, the employee must have been employed with the County for the entire given PTO year.~~

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~~EMERGENCY 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

1 for Funeral Leave.

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

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

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

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

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

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

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

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

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

29 Section 5 – Other Requirements:

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

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

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

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

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

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

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

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

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

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

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

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

25 ~~All full time employees shall be granted paid emergency leave not to exceed thirty (30) hours~~
 26 ~~at regular straight time pay. Paid emergency leave shall be approved for any thirty (30) hours that~~
 27 ~~occur on or between the date of death of the mother, father, sister, brother, children, spouse, current~~
 28 ~~in-laws, grandparents or grandchildren, and the day after the date of funeral. The employee shall be~~
 29 ~~only paid for hours that he/she would have been originally scheduled to have worked if it were not~~
 30 ~~for said death. If additional leave is required, it will be deducted from PTO accumulation and must~~
 31 ~~be authorized by the Department Head.~~
 32

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:

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

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

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

4 **ARTICLE 19 - EMPLOYEE REFERRAL REWARD**

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

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

14 Section 2 – Referral Process:

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

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

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

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

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

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

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

7 Section 4 – Other Requirements:

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

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

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

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

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

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

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

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

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

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

ARTICLE ~~2018~~ - 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 ~~2119~~ - 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 ~~220~~ - INSURANCE

Section 1 - Health Insurance: ~~For all employees, health insurance premiums will be prorated on a per-hour basis. No payment of health insurance premiums shall be earned for time off without pay, unless otherwise specified in this agreement.~~ Upon termination of employment with Chippewa County, ~~however,~~ 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 pPremium contributions to be are distributed as follows, except that the employer and employee premium contributions shall be adjusted to match the employer and employee contributions for general municipal employees in any given year of the contract in which the employee contributions required for general municipal employees exceed those listed herein:

	202 ~~03~~	202 ~~41~~	202 ~~25~~
Employee Contribution	10.00%	~~106~~ .00%	~~104~~ .00%
Employer Contribution	90.00%	~~904~~ .00%	~~906~~ .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 2~~13~~ - 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 2~~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 2~~35~~ - 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, ~~subject to the following limitations and/or conditions:~~

~~A. Supplementation of Worker's Compensation Benefit: The employee must exercise one of the following options:~~

~~1. Receive the Worker's Compensation benefit with no reduction from accumulated PTO; or~~

~~2. Receive the Worker's Compensation benefit and be paid the difference between the regular pay based upon a normal workweek and the Worker's Compensation benefit with the County charging the employee's PTO account with the number of hours that equal the cash differential between the Worker's Compensation and regular pay.~~

AB. 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.

CB. ~~Health Insurance:~~ ~~Health 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 the health~~ insurance premiums. The employee shall use PTO or compensatory time to pay the employee share of insurance premiums if such paid time is available.

CD. 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 246 - 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 257 - DURATION

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

This Agreement shall be effective as of January 1, 202~~0~~3, and shall remain in full force and effect through December 31, 202~~2~~5.

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.

Dated this _____ day of _____, 202~~0~~2

CHIPPEWA COUNTY

WISCONSIN PROFESSIONAL POLICE
ASSOCIATION

By: _____

By: _____

Randy Scholz, County Administrator

Jeryl Vonderheid

- 1
- 2
- 3

AGREEMENT

between

CHIPPEWA COUNTY

and the

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

Representing the

CHIPPEWA COUNTY DEPUTY SHERIFF'S ASSOCIATION

(2023-2025)

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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.

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

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

The Union 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, the County shall submit annually to the Union a list of all employees covered by the Union Agreement listing their classification and beginning dates of employment and rate of pay.

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

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

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

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

Section 5 - Steps in Procedure:

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

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

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

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

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

4. Arbitration:

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

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

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

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

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

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

ARTICLE 5 - LEAVE OF ABSENCE

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

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

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 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, 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. 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 discipline may be appealed to the grievance procedure (Article 4) commencing at Step 2 of the procedure. If the discipline is overturned through this procedure, the employee shall be reinstated and any reprimand which formed the basis for such discipline 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 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.

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 will be given first opportunity to fill the Investigator vacancy or new position before outside applicants may be considered. 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 applicant(s) under the internal procedure defined above, no outside applicant may be considered. Only where there is no bargaining unit employee 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 a promotional position through the procedure outlined in Section 6, the employee shall be paid at the next highest pay rate within the new classification 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.

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.

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 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 Union 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 - UNION BUSINESS

The Union agrees to conduct its business off the job, except as hereinafter provided. This Article shall not operate in any manner that would prevent a 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 Union notices or bulletins. The Union agrees that a Union Steward or his/her designee shall notify his/her supervisor or designee before he/she attends to Union 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 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 prevailing rate. 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 prevailing rate 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 1. That the Sheriff will offer full time bargaining unit employees, pursuant to said
2 provisions, 100% of the available overtime which is created by virtue of full time employees
3 utilizing PTO, holiday and/or compensatory time. It is understood that employees will only be
4 offered overtime if the department is given four (4) calendar days notice of PTO, holiday and/or
5 compensatory time.

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

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

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

16 A. Patrol

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

18 7:00 a.m. – 7:00 p.m.

19 11:00 a.m. – 11:00 p.m.

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

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

22 7:00 p.m. – 7:00 a.m.

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

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

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

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

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

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

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

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 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 first payday following graduation from the Wisconsin Law Enforcement Academy and shall be placed at the Hire rate of the Patrol Officer wage scale.

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. 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. 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:

1 A. Qualified Separation is defined as follows:

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

4 2. Permanent layoff from employment.

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

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

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

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

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

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

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

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

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

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

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

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 the employee contribution shall not be less than the general municipal employee 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.

B. **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.

C. **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 January 1, 2023, and shall remain in full force and effect through December 31, 2025.

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

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

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

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

SIGNATURE PAGE

Dated this _____ day of _____, 2022

CHIPPEWA COUNTY**WISCONSIN PROFESSIONAL
POLICE ASSOCIATION**

By: _____

Randy Scholz, County Administrator

By: _____

Jeryl Vonderheid

Date_____
Date

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 **Courthouse Security Officer** assignment in the Patrol Division.

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

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

Dated this _____ day of _____, 2022

CHIPPEWA COUNTY

WISCONSIN PROFESSIONAL
POLICE ASSOCIATION

By: _____

Randy Scholz, County Administrator

By: _____

Jeryl Vonderheid

By: _____

Mark Hollister

By: _____

Trevor Plehal

By: _____

Chris Kowalczyk

LETTER OF UNDERSTANDING

Between

CHIPPEWA COUNTY

And

WISCONSIN PROFESSIONAL POLICE ASSOCIATION

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

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

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

Dated this _____ day of _____, 2022

CHIPPEWA COUNTY

WISCONSIN PROFESSIONAL
POLICE ASSOCIATION

By: _____

Randy Scholz, County Administrator

By: _____

Jeryl Vonderheid

By: _____

Mark Hollister

By: _____

Trevor Plehal

By: _____

Chris Kowalczyk

LETTER OF UNDERSTANDING

Between

CHIPPEWA COUNTY

and

WISCONSIN PROFESSIONAL POLICE ASSOCIATION

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

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

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

Dated this _____ day of _____, 2022

CHIPPEWA COUNTY

WISCONSIN PROFESSIONAL
POLICE ASSOCIATION

By: _____

Randy Scholz, County Administrator

By: _____

Jeryl Vonderheid

By: _____

Mark Hollister

By: _____

Trevor Plehal

By: _____

Chris Kowalczyk

LETTER OF UNDERSTANDING

Between

CHIPPEWA COUNTY

And

WISCONSIN PROFESSIONAL POLICE ASSOCIATION

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

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

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

Dated this _____ day of _____, 2022

CHIPPEWA COUNTY**WISCONSIN PROFESSIONAL
POLICE ASSOCIATION**

By: _____

Randy Scholz, County Administrator

By: _____

Jeryl Vonderheid

By: _____

Mark Hollister

By: _____

Trevor Plehal

By: _____

Chris Kowalczyk

Appendix
Wage Schedule

2023 Wage Schedule - Effective January 1, 2023

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

2024 Wage Schedule - Effective January 1, 2024

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

2025 Wage Schedule - Effective January 1, 2025

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

FTO Rate - \$0.57/ hour

**STATEMENT OF EXPLANATION**

Resolution No. 62 - 22

RESOLUTION TO AUTHORIZE USE OF AMERICAN RESCUE PLAN ACT FUNDS TO PAY WISCONSIN PROFESSIONAL POLICE ASSOCIATION BARGAINING UNIT EMPLOYEE LONGEVITY REWARDS - RANDY SCHOLZ

1 Passage of this resolution authorizes the County to use American Rescue Plan Act
2 (ARPA) funds to make one-time longevity reward payments in the amount of \$200 to each
3 eligible WPPA bargaining unit employees under the same terms and conditions as approved by
4 the County Board pursuant to Resolution 50-22 for general municipal employees.

5 The estimated cost to provide the one-time longevity reward payments to eligible WPPA
6 bargaining unit employees is \$9,176, and the Finance Director and the County Administrator
7 both believe that the interest being generated from the ARPA funds that the County has
8 received will pay for most, if not all, of this initiative.

9 The one-time longevity reward payments as set forth above would be paid to eligible
10 WPPA bargaining unit employees as part of their December 30, 2022 paycheck. Approval of
11 this resolution also amends the ARPA Plan to reflect the use of ARPA funds for these longevity
12 rewards.

13

Resolution No. 62 - 22

**RESOLUTION TO AUTHORIZE USE OF AMERICAN RESCUE PLAN ACT FUNDS TO PAY
WISCONSIN PROFESSIONAL POLICE ASSOCIATION BARGAINING UNIT EMPLOYEE LONGEVITY
REWARDS - RANDY SCHOLZ**

WHEREAS, on September 13, 2022, the County Board approved a revision to the Human Resources Manual and created Policy No. 20, the Longevity Bonus policy, which provides for longevity bonuses to part-time and full-time general municipal employees upon reaching anniversaries in 5-year increments; and

WHEREAS, on October 11, 2022, the County Board approved Resolution No. 50-22, which authorizes the County to use ARPA funds to make one-time longevity reward payments to each eligible part-time and full-time general municipal employee who has worked for Chippewa County for at least 5 years as of May 1, 2023; and

WHEREAS, Resolution No. 50-22 authorized paying each eligible employee \$200 for each 5-year anniversary that was missed due to the date that Policy No. 20 becomes effective; and

WHEREAS, as part of the tentative settlement of the proposed 2023-2025 successor collective bargaining agreement between the County and the Wisconsin Professional Police Association (WPPA), the County has agreed to extend longevity bonuses to eligible WPPA bargaining unit employee bonuses under the same terms and conditions as provided for general municipal employees under Policy No. 20; and

WHEREAS, the County Administrator proposes that the County use ARPA funds to extend one-time longevity reward payments under the same terms and conditions as approved by the County Board pursuant to Resolution 50-22 in the amount of \$200 to each eligible WPPA bargaining unit employee for each of an eligible bargaining unit employee's 5-year anniversaries missed due to the date that Policy No. 20 becomes effective; and

WHEREAS, the estimated cost to provide the one-time longevity reward payments to eligible WPPA bargaining unit employees is \$9,176, and the Finance Director and the County Administrator both believe that the interest being generated from the ARPA funds that the County has received will pay for most, if not all, of this initiative; and

WHEREAS, the one-time longevity reward payments as set forth above would be paid to eligible WPPA bargaining unit employees as part of their December 30, 2022 paycheck;

NOW, THEREFORE BE IT RESOLVED, that the County Administrator is hereby authorized to use the County's ARPA funds to pay one-time longevity rewards in the amount of \$200 to eligible WPPA bargaining unit employees under the same terms and conditions as approved by the County Board pursuant to Resolution 50-22 in the amount of \$200 for each of the eligible

WPPA bargaining unit employee's 5-year anniversaries missed due to the date that Policy No. 20 becomes effective; and

BE IT FURTHER RESOLVED, that the County Administrator is authorized to enter into and sign any necessary documents between the County and WPPA to memorialize and effectuate the one-time longevity rewards payments to eligible WPPA bargaining unit employees as set forth above; and

BE IT FURTHER RESOLVED, that the American Rescue Plan Act Plan is hereby amended to include the use of ARPA funds for this one-time longevity reward to eligible WPPA bargaining unit employees.

Forwarded to the County Board by the Executive Committee.

FINANCIAL IMPACT:

Estimated Fiscal Impact is \$9,176 from ARPA funding.

12/6/2022	Executive Committee	
RESULT:	FORWARD TO COUNTY BOARD [UNANIMOUS]	Next: 12/13/2022 6:00 PM
MOVER:	Harold Steele, District 2	
SECONDER:	Glen Sikorski, District 6	
AYES:	Gullickson, Schmitt, Steele, Sikorski, Bergeron	

Approved as to Form:

Todd A. Pauls

Todd A. Pauls, Corporation Counsel

11/4/2022

Lori Zwiefelhofer

Lori Zwiefelhofer, Finance Director

11/4/2022

Randy B. Scholz

Randy B. Scholz, County Administrator

11/4/2022



The American Rescue Plan Act of 2021 is a \$1.9 trillion economic stimulus package signed into law by President Biden on March 11, 2021. Chippewa County received \$12,559,059 million. The funds must be obligated by December 31, 2024 and spent by December 31, 2026

ARPA Project Plan

2021 - 2026

Presented by Randy Scholz, County Administrator

Final plan presented to Executive Committee 07/05/2022

Final plan presented to County Board 07/12/2022

Approved by County Board 07/12/2022

Amended by County Board 10/11/2022

Proposed Amendments 12/13/2022

2021 - 2026 ARPA Project Plan

Approved by County Board 07-12-2022



Note: **\$12,559,059.00** Chippewa County Total ARPA Allocation
\$6,279,529.50 1st half of ARPA funds deposited into our account 05-19-2021
\$6,279,529.50 2nd half of ARPA funds to be deposited into our account 05-22-2022

Revised: 11/03/2022

Year	Project Requester / Department	Project Title	Total Project Cost	Date Committee Reviewed	Source of Funding					Category for Eligible Use
					Chippewa County ARPA Funding	Project Requester / Department Funding	Other Municipality Funding	Grants / Other	Levy	
2021 Res 20-21	24/7 Telecom Inc	Broadband Expansion - Towns Wheaton & Howard	\$3,902,530	07/20/21	\$339,549	\$1,272,167	\$339,549	\$1,951,265	\$0	Improve infrastructure
2021 Res 21-21	Ntera LLC	Broadband Expansion - Towns of Goetz, Delmar, Edson & Sigel	\$3,607,500	07/20/21	\$531,657	\$1,227,093	\$45,000	\$1,803,750	\$0	Improve infrastructure
2021 Res 22-21	Bloomer Telephone Company	Broadband Expansion - Town of Eagle Point & Tilden	\$3,753,849	07/20/21	\$838,750	\$457,500	\$425,000	\$2,032,599	\$0	Improve infrastructure
2022 Res 06-22	Bloomer Telephone Company	Broadband Expansion - Town of Tilden & Eagle Point Phase 2 - Towns of Hallie/Seymour and Lafayette 7/7/22 - Grant request not accepted by PSC - may need to rescind Res	\$9,786,634	2/24/22 CB	\$328,818	\$1,597,500	\$94,000	\$7,116,316	\$0	Improve infrastructure
2022 Res 07-22	Ntera LLC	Broadband Expansion - Town of Anson, Arthur, Cleveland, Eagle Point, Estella, Goetz, Ruby 7/7/22 - Grant request not accepted by PSC - may need to rescind Res	\$2,196,803	2/24/22 CB	\$171,182	\$442,861	\$45,000	\$1,537,760	\$0	Improve infrastructure
2021 TOTAL			\$23,247,316		\$2,209,956	\$4,997,121	\$948,549	\$14,441,690	\$0	
2022 - 2024 Res 31-22	Facilities & Parks	Public Firearms Range - Lead & EPA Remediation, etc.	\$1,000,000	2/24/22 CB	\$1,000,000	\$0	\$0	\$0	\$0	Revenue Loss
2022 - 2024 Res 32-22	Facilities & Parks	New Bathroom / Showers (1) - Otter Lake Park	\$325,000	1/26/2022	\$325,000	\$0	\$0	\$0	\$0	Revenue Loss
2022 - 2024 Res 32-22	Facilities & Parks	New Bathroom / New Well (1) - Pine Point Park	\$150,000	1/26/2022	\$150,000	\$0	\$0	\$0	\$0	Revenue Loss
2022 - 2024 Res 32-22	F&P - 2022-2024	Replace Picnic Tables (30) - Pine Point, Otter Lake, Round Lake, Morris Erickson	\$50,000	1/26/2022	\$50,000	\$0	\$0	\$0	\$0	Revenue Loss
2022 - 2024 Res 32-22	F&P - 2022-2024	Add Automatic Firewood Dispensers (3) - Pine Point, Otter Lake, Morris Erickson	\$30,000	1/26/2022	\$30,000	\$0	\$0	\$0	\$0	Revenue Loss
2022 - 2024 Res 33-22	Highway	Road Improvements - 3 year plan 2022 = \$1.9 million; 2023 = 3.35 million; 2024 = 2.75 million	\$8,000,000	1/26/2022	\$8,000,000	\$0	\$0	\$0	\$0	Revenue Loss
2022 - 2024 Res 34-22	LCFM	Contaminate mitigation in residential wells 2022 = \$250,000; 2023 = \$250,000	\$500,000	2/16/2022 6/15/2022	\$500,000	\$0	\$0	\$0	\$0	Revenue Loss
2023 Res 49-22	CVIC - Chippewa Valley Innovation Center	Remodel Conference Room for ADA Compliance	\$20,000	8/3/2022	\$20,000	\$0	\$0	\$0	\$0	Revenue Loss
2022 Res 50-22	DOA - County Administrator	Employee Longevity Bonuses	\$110,000	10/4/2022	\$110,000	\$0	\$0	\$0	\$0	Revenue Loss
2022	DOA - County Administrator	WPPA Employee Longevity Bonuses - NEW	\$9,176	12/6/2022	\$9,176	\$0	\$0	\$0	\$0	Revenue Loss
2022 - 2024	ARPA Funds Remaining - Contingency / Sikich Contracted Services		\$154,927		\$154,927	\$0	\$0	\$0	\$0	
2022-2026 TOTAL			\$10,349,103		\$10,349,103	\$0	\$0	\$0	\$0	
2021-2026 Grand Total for All Projects			\$33,596,419		\$12,559,059	\$4,997,121	\$948,549	\$14,441,690	\$0	

Note: Per Res. 04-22 Guidelines & Procedure for Allocating Chippewa County ARPA Funds – by March 2024, any ARPA funds allocated to a project with an expectation the project may not be completed within the allotted timeframe, those funds may be redirected to other projects. The County Administrator will prepare a resolution to be forwarded to the Executive Committee and County Board for approval before re-allocating any funds.

Attachment: ARPA Project Plan 2021-2026 Changes for WPPA 11-03-2022 (62 - 22 : Resolution to

Chippewa County
2021 - 2026 ARPA Project Justification Form

Budget Year	Project Requester / Department	Project Name	Total Project Cost	Source of Funding										
				Chippewa County ARPA Funding	Project Requester / Department Funding	Other Municipality Funding	Grants / Other	Levy						
2022	DOA - County Administrator	WPPA Employee Longevity Bonuses	\$9,176	\$9,176	\$0	\$0	\$0	\$0						
Category for Eligible Use Based on US Treasury Guidelines														
Project Description and Justification														
With the increases in wages that the private sector employees are currently receiving, this is a way to make our long-term employees feel appreciated. It is part of our overall strategy to recruit and retain outstanding employees. It is also an effort to reach our goal of making Chippewa County the best place to work in the Chippewa Valley. The County Board recently adopted a new Longevity Bonus Policy for our employees in an effort to express appreciation for and reward long standing employees for their dedicated service to the County. The first bonuses under that new policy will be paid in May 2023. Several employees are not able to be recognized for their milestone anniversaries due to timing of when the new Longevity Bonus Policy is implemented. Utilization of ARPA funds would allow us to give every full-time and part-time employee \$200 for every 5-year milestone anniversary missed as laid out in our Longevity Bonus Policy. Here are two examples: 1) If an employee was here for 21 years, they would receive \$800. (\$200 X 4 missed milestone bonuses) 2) If an employee was here for 11 years, they would receive \$400. (\$200 X 2 missed milestone bonuses) We are anticipating to utilize interest from ARPA funds for most, if not all, of this one-time initiative.														
How Does This Project Benefit the Citizens of Chippewa County?														
The citizens demand and deserve high quality customer service and without retaining great employees this is not possible.														
Department Head Recommended Ranking			Committee Approved Ranking											
n/a														
Additional Action and/or Comments from Committee														

Submitted by Randy ScholzDate: 12/6/2022

LETTER OF UNDERSTANDING

Between

CHIPPEWA COUNTY
and
WISCONSIN PROFESSIONAL POLICE ASSOCIATION

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

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

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

Dated this _____ day of _____, 2022

CHIPPEWA COUNTY**WISCONSIN PROFESSIONAL
POLICE ASSOCIATION**

By: _____
Randy Scholz, County Administrator

By: _____
Jeryl Vonderheid

By: _____
Mark Hollister

By: _____
Trevor Plehal

By: _____
Chris Kowalczyk



STATEMENT OF EXPLANATION

Resolution No. 63 - 22

RESOLUTION TO AUTHORIZE THE SALE OF TWO SMALL PARCELS OF PROPERTY AND TO GRANT TWO TEMPORARY LIMITED EASEMENTS TO THE CITY OF CHIPPEWA FALLS FOR THE MILL AND OVERLAY OF STATE HIGHWAY 124 AND IMPROVEMENT OF THE CURB RAMPS - RANDY SCHOLZ

1 According to the Wisconsin Department of Transportation, the pavement on State
 2 Highway 124 has reached the end of its useful life and needs to be improved to extend the
 3 service life and various curb ramps within the urban segment are substandard. Passage of this
 4 resolution will authorize the sale of 2 small parcels of property to the City of Chippewa Falls to
 5 effectuate improvements to State Highway 124 near the Courthouse Campus. This resolution
 6 also authorizes the granting of Temporary Limited Easements to the City of Chippewa Falls to
 7 be used during the construction process. The Temporary Limited Easements will cease once
 8 the construction on Highway 124 is complete.

9 The sale of the small parcels and granting of the Temporary Limited Easements is
 10 necessary to make the improvements to Highway 124 and to bring the curb ramps into
 11 compliance with ADA standards. The improvements to Highway 124 and curb ramps are
 12 scheduled to be conducted and completed during the 2024 road construction season.

13

Resolution No. 63 - 22

**RESOLUTION TO AUTHORIZE THE SALE OF TWO SMALL PARCELS OF PROPERTY AND TO
GRANT TWO TEMPORARY LIMITED EASEMENTS TO THE CITY OF CHIPPEWA FALLS FOR THE
MILL AND OVERLAY OF STATE HIGHWAY 124 AND IMPROVEMENT OF THE CURB RAMPS -
RANDY SCHOLZ**

WHEREAS, the pavement on State Highway 124 has reached the end of its useful life and needs to be improved to extend the service life and various curb ramps within the urban segment of the highway are substandard; and

WHEREAS, Chippewa County was contacted in July 2022 by Right of Way Professionals regarding the planned mill and overlay work to be done on State Highway 124 near the Courthouse campus; and

WHEREAS, the letters from Right of Way Professionals are attached hereto and explain what is being requested from Chippewa County; and

WHEREAS, the State of Wisconsin contracted with Right of Way Professionals to effectuate necessary real estate transactions on behalf of the City of Chippewa Falls for the acquisition of 2 small parcels of property owned by Chippewa County to include as part of the Highway 124 right of way; and

WHEREAS, these 2 small parcels of property are needed in part to improve curb ramps to meet current Americans with Disabilities Act (ADA) compliance standards; and

WHEREAS, the parcels to be purchased by the City of Chippewa Falls are identified as Parcel 37 and Parcel 38 and are shown in the attached photos; and

WHEREAS, Parcel 37 is 3 square feet and is more particularly described as follows:

Parcel 37 of Transportation Project Plat 8610-02-24-4.06, recorded as Document 930371, in Chippewa County, Wisconsin.

Property interests and rights of said Parcel 37 consist of:

Fee Simple

Temporary Limited Easement; and

WHEREAS, Parcel 38 is 11 square feet and is more particularly described as follows:

Parcel 38 of Transportation Project 8610-02-24-4.06, recorded as Document 930371, in Chippewa County, Wisconsin.

Property interests and rights of said Parcel 38 consist of:
Fee Simple
Temporary Limited Easement; and

WHEREAS, the proposed Warranty Deeds for the sale of Parcels 37 and 38 are attached for reference; and

WHEREAS, Right of Way Professionals is also requesting that Chippewa County grant Temporary Limited Easements around Parcels 37 and 38 to provide working areas to be used during the Highway 124 improvements; and

WHEREAS, the Temporary Limited Easement for Parcel 37 is approximately 36 square feet, is also depicted in the attached photo showing Parcel 37, and is noted in the above legal description for Parcel 37; and

WHEREAS, the Temporary Limited Easement for Parcel 38 is approximately 109 square feet, is also depicted in the attached photo showing Parcel 38, and is noted in the above legal description for Parcel 38; and

WHEREAS, it is anticipated that the improvements to Highway 124 will commence during the 2024 road construction season and once the construction is completed, the Temporary Limited Easements will end; and

WHEREAS, the County Administrator has reviewed these requests and recommends that the County Board approve the sale of Parcels 37 and 38 and grant the Temporary Limited Easements around Parcels 37 and 38;

NOW, THEREFORE BE IT RESOLVED, that the Chippewa County Board of Supervisors does hereby authorize the sale of Parcel 37 to the City of Chippewa Falls, as more particularly described in the attached Warranty Deed, for the purposes of improving State Highway 124 and to improve the curb ramps to meet ADA compliance standards; and

BE IT FURTHER RESOLVED, that the Chippewa County Board of Supervisors does hereby authorize the sale of Parcel 38 to the City of Chippewa Falls, as more particularly described in the attached Warranty Deed, for the purposes of improving State Highway 124 and to improve the curb ramps to meet the ADA compliance standards; and

BE IT FURTHER RESOLVED, that the Chippewa County Board of Supervisors authorizes the requested Temporary Limited Easements to the City of Chippewa Falls, around Parcels 37 and 38, to effectuate construction needs to complete the improvements to Highway 124 and curb ramps; and

BE IT FURTHER RESOLVED, that the Chippewa County Administrator is hereby authorized to sign all necessary documents to effectuate the sales of Parcels 37 and 38 and to

effectuate the Temporary Limited Easements.

Forwarded to the County Board by the Executive Committee.

FINANCIAL IMPACT:

The County will receive a total of \$650 for the sale of Parcels 37 and 38 to the City of Chippewa Falls.

12/6/2022	Executive Committee	
RESULT:	FORWARD TO COUNTY BOARD [UNANIMOUS]	Next: 12/13/2022 6:00 PM
MOVER:	Glen Sikorski, District 6	
SECONDER:	Ken Schmitt, District 3 (Vice-Chair)	
AYES:	Gullickson, Schmitt, Steele, Sikorski, Bergeron	

Approved as to Form:

Todd A. Pauls

Todd A. Pauls, Corporation Counsel

11/21/2022

Lori Zwiefelhofer

Lori Zwiefelhofer, Finance Director

11/21/2022

Randy B. Scholz

Randy B. Scholz, County Administrator

11/21/2022

RIGHT OF WAY PROFESSIONALS, INC.

PROJECT MANAGEMENT, ACQUISITION, RELOCATION & PROPERTY MANAGEMENT

July 29, 2022

Via Certified Mail
9489 0090 0027 6345 3928 06

Chippewa County
711 N. Bridge Street
Chippewa Falls, WI 54729

Re: Project ID: 8610-02-24
STH 124, C. Chippewa Falls, Bridge Street
Chippewa County
Parcel 37 (Parking Lot - Bridge Street)

Right of Way Professionals, Inc., has been retained by the State of Wisconsin Department of Transportation (WisDOT) to provide real estate acquisition services on behalf of the City of Chippewa Falls (City) for the above referenced project. In compliance with Wisconsin Statutes and Federal Regulations, this letter is provided to initiate negotiations for the acquisition of your property and/or property interests needed for this project. The acquisition involves the following:

- **3 square feet of new highway right-of-way and 0 square feet of existing highway right-of-way.**
- **36 square feet of Temporary Limited Easement (TLE). A TLE means that you still own the property, but the City has the right to use the property for construction purposes. No permanent improvements would be placed on the property. The TLE terminates at the time construction of the project is complete.**

We have enclosed the following documents:

- The Rights of Landowners Under Wisconsin Eminent Domain Law
- Transportation Project Plat
- Names of neighboring landowners affected by the project
- Legal description of the land and/or interest(s) needed for the project
- Waiver of Appraisal Form
- Warranty Deed
- Statement to Construction Engineer Form
- Request of Taxpayer ID Number (W-9 Form)
 - In order for the City to process payment, they require the W9 form to be completed.

When the City determines an acquisition to be of a nominal value, we are allowed to acquire the property and/or interests without doing an appraisal if the property owner agrees. We believe your parcel fits this situation, and we wish to extend to you an offer of **\$250.00** for this parcel.

In lieu of an appraisal a market study of recent sales in the area has been made to determine property values comparable to your property. Those values, and associated interests to be acquired, are noted on the enclosed Waiver of Appraisal Form.

If you agree with the enclosed Waiver of Appraisal Form and wish to enter into an agreement

with the City, please sign the documents noted below and return them in a timely manner in the enclosed postage paid envelope. Upon receipt, I will begin processing payment to you.

1. Waiver of Appraisal Form: This form needs to be signed and dated by all owners. This verifies that you have waived the right to an appraisal and agree to accept settlement in the amount stated on the form.
2. Warranty Deed: Each person whose name is on the Warranty Deed must sign, and each signature must be notarized. This means the Warranty Deed must be signed in the presence of a notary public (available at a bank or the courthouse).
3. Statement to Construction Engineer Form: If there are items you would like the construction engineer to be made aware of, please note them on the form under "Owner Concerns" and sign and date the form. If you have no concerns, write "None" on the form, and sign and date the form. This form will be reviewed and approved by the City.
4. Request of Taxpayer Identification Number (W-9 Form): The City of Chippewa Falls will not process payment until they have a W9 form signed and completed by you. This is the City's standard procedure before they can issue a check.

Real estate taxes for the current year shall be pro-rated as of the date of acquisition, based on the latest tax assessment in accordance with Chapter 74.62, Wis. Statutes.

Your rights as a landowner are fully explained in the enclosed brochure entitled "Rights of Landowners Under Wisconsin Eminent Domain Law." This brochure is intended to guide you during the acquisition process.

The City wants you to be satisfied that your property and your rights have been fully considered. The City will be pleased to provide any additional information as requested, if available, or further discuss any concerns you may have.

I am available to meet with you or your representative by appointment to answer any questions you may have concerning the project or acquisition process. You can also call me at 715-830-0544 or email at lydia@rowpros.org.

Respectfully,
Right of Way Professionals, Inc.



Lydia J. Janni
As Agent for the City of Chippewa Falls

Enclosures



WARRANTY DEED

Exempt from fee [s. 77.25(2r) Wis. Stats.]
RE1560 05/2020

THIS DEED, made by **Chippewa County, Wisconsin**, GRANTOR, conveys and warrants the property described below to the **City of Chippewa Falls**, GRANTEE, for the sum of **Two Hundred Fifty and 00/100 Dollars (\$250.00)**.

Any person named in this deed may make an appeal from the amount of compensation within six months after the date of recording of this deed as set forth in s. 32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the deed shall be treated as the award, and the date the deed is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property:
None

This is not homestead property.

LEGAL DESCRIPTION IS ATTACHED AND MADE A PART OF THIS DOCUMENT BY REFERENCE.

This space is reserved for recording data

Return to
City of Chippewa Falls c/o
Right of Way Professionals, Inc.
Attn: Lydia Janni
1030 Oak Ridge Drive, Suite E
Eau Claire, WI 54701

Parcel Identification Number/Tax Key Number
22808-0613-60062011

Signature Date

Print Name & Title

Signature Date

Print Name & Title

Date

State of Wisconsin

_____) ss.
County)

On the above date, this instrument was acknowledged before me by the named person(s).

The signer was: ____ Physically in my presence. **OR**

____ In my presence involving the use of communication technology.

Signature, Notary Public, State of Wisconsin

Print Name, Notary Public, State of Wisconsin

Date Commission Expires



Project ID
8610-02-24

This instrument was drafted by
Adam Literski of Right of Way Professionals, Inc.
Page 1 of 2

Parcel No.

Packet Pg. 107

Attachment: Proposed Warranty Deed for Parcel 37 (63 - 22 : Resolution to Authorize Sale of Land and Grant Temporary Easement to Chippewa

LEGAL DESCRIPTION

Parcel 37 of Transportation Project Plat 8610-02-24-4.06, recorded as Document 930371, in Chippewa County, Wisconsin.

Property interests and rights of said Parcel 37 consist of:

Fee Simple

Temporary Limited Easement

RIGHT OF WAY PROFESSIONALS, INC.

PROJECT MANAGEMENT, ACQUISITION, RELOCATION & PROPERTY MANAGEMENT

July 29, 2022

Via Certified Mail
9489 0090 0027 6345 3928 13

Chippewa County
711 N. Bridge Street
Chippewa Falls, WI 54729

Re: Project ID: 8610-02-24
STH 124, C. Chippewa Falls, Bridge Street
Chippewa County
Parcel 38 - Courthouse & Jail

Right of Way Professionals, Inc., has been retained by the State of Wisconsin Department of Transportation (WisDOT) to provide real estate acquisition services on behalf of the City of Chippewa Falls (City) for the above referenced project. In compliance with Wisconsin Statutes and Federal Regulations, this letter is provided to initiate negotiations for the acquisition of your property and/or property interests needed for this project. The acquisition involves the following:

- **11 square feet of new highway right-of-way and 0 square feet of existing highway right-of-way.**
- **109 square feet of Temporary Limited Easement (TLE). A TLE means that you still own the property, but the City has the right to use the property for construction purposes. No permanent improvements would be placed on the property. The TLE terminates at the time construction of the project is complete.**

We have enclosed the following documents:

- The Rights of Landowners Under Wisconsin Eminent Domain Law
- Transportation Project Plat
- Names of neighboring landowners affected by the project
- Legal description of the land and/or interest(s) needed for the project
- Waiver of Appraisal Form
- Warranty Deed
- Request of Taxpayer ID Number (W-9 Form)
 - In order for the City to process payment, they require the W9 form to be completed.

When the City determines an acquisition to be of a nominal value, we are allowed to acquire the property and/or interests without doing an appraisal if the property owner agrees. We believe your parcel fits this situation, and we wish to extend to you an offer of **\$400.00** for this parcel.

In lieu of an appraisal a market study of recent sales in the area has been made to determine property values comparable to your property. Those values, and associated interests to be acquired, are noted on the enclosed Waiver of Appraisal Form.

If you agree with the enclosed Waiver of Appraisal Form and wish to enter into an agreement with the City, please sign the documents noted below and return them in a timely manner in the enclosed postage paid envelope. Upon receipt, I will begin processing payment to you.

1. Waiver of Appraisal Form: This form needs to be signed and dated by all owners. This verifies that you have waived the right to an appraisal and agree to accept settlement in the amount stated on the form.
2. Warranty Deed: Each person whose name is on the Warranty Deed must sign, and each signature must be notarized. This means the Warranty Deed must be signed in the presence of a notary public (available at a bank or the courthouse).
3. Statement to Construction Engineer Form: If there are items you would like the construction engineer to be made aware of, please note them on the form under "Owner Concerns" and sign and date the form. If you have no concerns, write "None" on the form, and sign and date the form. This form will be reviewed and approved by the City.
4. Request of Taxpayer Identification Number (W-9 Form): The City of Chippewa Falls will not process payment until they have a W9 form signed and completed by you. This is the City's standard procedure before they can issue a check.

Real estate taxes for the current year shall be pro-rated as of the date of acquisition, based on the latest tax assessment in accordance with Chapter 74.62, Wis. Statutes.

Your rights as a landowner are fully explained in the enclosed brochure entitled "Rights of Landowners Under Wisconsin Eminent Domain Law." This brochure is intended to guide you during the acquisition process.

The City wants you to be satisfied that your property and your rights have been fully considered. The City will be pleased to provide any additional information as requested, if available, or further discuss any concerns you may have.

I am available to meet with you or your representative by appointment to answer any questions you may have concerning the project or acquisition process. You can also call me at 715-830-0544 or email at lydia@rowpros.org.

Respectfully,
Right of Way Professionals, Inc.



Lydia J. Janni
As Agent for the City of Chippewa Falls

Enclosures



WARRANTY DEED

Exempt from fee [s. 77.25(2r) Wis. Stats.]
RE1560 05/2020

THIS DEED, made by **Chippewa County, a municipal corporation of Wisconsin**, GRANTOR, conveys and warrants the property described below to the **City of Chippewa Falls**, GRANTEE, for the sum of **Four Hundred and 00/100 Dollars (\$400.00)**.

Any person named in this deed may make an appeal from the amount of compensation within six months after the date of recording of this deed as set forth in s. 32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the deed shall be treated as the award, and the date the deed is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property:
None

This is not homestead property.

LEGAL DESCRIPTION IS ATTACHED AND MADE A PART OF THIS DOCUMENT BY REFERENCE.

This space is reserved for recording data

Return to
City of Chippewa Falls c/o
Right of Way Professionals, Inc.
Attn: Lydia Janni
1030 Oak Ridge Drive, Suite E
Eau Claire, WI 54701

Parcel Identification Number/Tax Key Number
22808-0613-60062100

Signature Date

BY: _____
Print Name & Title

Signature Date

BY: _____
Print Name & Title

Date

State of Wisconsin)
) ss.
_____ County)

On the above date, this instrument was acknowledged before me by the named person(s).

The signer was: _____ Physically in my presence. **OR**

_____ In my presence involving the use of communication technology.

Signature, Notary Public, State of Wisconsin

Print Name, Notary Public, State of Wisconsin

Date Commission Expires



Q J 9 4 1 7 9 7

Project ID
8610-02-24

This instrument was drafted by
Adam Literski of Right of Way Professionals, Inc.
Page 1 of 2

Parcel No.

Packet Pg. 112

Attachment: Proposed Warranty Deed for Parcel 38 (63 - 22 : Resolution to Authorize Sale of Land and Grant Temporary Easement to Chippewa

LEGAL DESCRIPTION

Parcel 38 of Transportation Project Plat 8610-02-24-4.06, recorded as Document 930371, in Chippewa County, Wisconsin.

Property interests and rights of said Parcel 38 consist of:

Fee Simple

Temporary Limited Easement

**STATEMENT OF EXPLANATION**

Resolution No. 64 - 22

**RESOLUTION TO CONSOLIDATE THE EMERGENCY MANAGEMENT
DEPARTMENT INTO THE SHERIFF'S DEPARTMENT - RANDY SCHOLZ**

1 The current Emergency Management Director submitted his resignation notice with his
2 last day being January 9, 2023. Due to this upcoming department head vacancy, the County
3 Administrator, as part of his responsibility to "...direct and coordinate all administrative and
4 management functions of the county government not otherwise vested by law in boards or
5 commissions, or in other elected officers," sec. 59.18(2), Wis. Stats., did a review of the
6 organizational structure of emergency management in Chippewa County. After consultation
7 with other counties to see where their Emergency Management Departments are located in
8 their organizations, it was determined that other counties are split between having it as part of
9 the Sheriff's Department or as an independent department. The counties surveyed all said that
10 the decision should be based on what fits best for the organization.

11 The Chippewa County Emergency Management Department is a standalone department
12 and has a good working relationship with the Sheriff's Department, especially with the
13 Emergency Communications Center. The Emergency Management Department is located in the
14 Sheriff's Department and works with the Sheriff's Department on a daily basis. Consolidating
15 the Emergency Management Department into the Sheriff's Department and thereby changing
16 the Emergency Management Director from a department head position to a management
17 position would create a fiscal savings for the County. In addition, this new Emergency
18 Management Director management position would report directly to the Chief Deputy, which
19 would in turn provide for more direct supervision and direction than can currently be provided
20 by the County Administrator. As a result of these fiscal and operational efficiencies, the County
21 Administrator and the Chippewa County Sheriff recommend that the Emergency Management
22 Department be consolidated into the Sheriff's Department.

23 The direct implications of this consolidation would be that the Emergency Management
24 Director management position would no longer be a department head and would be moved
25 from Grade T to Grade R in the wage and salary grid. The Emergency Management Department
26 would become the Emergency Management Division of the Sheriff's Department.

Resolution No. 64 - 22

**RESOLUTION TO CONSOLIDATE THE EMERGENCY MANAGEMENT DEPARTMENT INTO THE
SHERIFF'S DEPARTMENT - RANDY SCHOLZ**

WHEREAS, the current Emergency Management Director submitted his resignation notice with his last day being January 9, 2023; and

WHEREAS, pursuant to sec. 59.18(2), Wis. Stats., the duties and responsibilities of the County Administrator require that he "...direct and coordinate all administrative and management functions of the county government not otherwise vested by law in boards or commissions, or in other elected officers."; and

WHEREAS, due to the upcoming Emergency Management Director vacancy, the County Administrator did a review of the organizational structure of emergency management in Chippewa County; and

WHEREAS, after consultation with other counties to see where their Emergency Management Departments are located in their organizations, it was determined that other counties are split between having it as part of the Sheriff's Department or as an independent department and those counties surveyed all said that the decision should be based on what fits best for the organization; and

WHEREAS, the Chippewa County Emergency Management Department is currently a standalone department that has a good working relationship with the Sheriff's Department, especially with the Emergency Communications Center; and

WHEREAS, the Emergency Management Department is located in the Sheriff's Department and works with the Sheriff's Department on a daily basis; and

WHEREAS, consolidating the Emergency Management Department into the Sheriff's Department and thereby changing the Emergency Management Director from a department head position to a management position would create a fiscal savings for the County; and

WHEREAS, a new Emergency Management Director management position would report directly to the Chief Deputy, which would in turn provide for more direct supervision and direction than can currently be provided by the County Administrator; and

WHEREAS, sec. 2-220(b)(2)p., of the Chippewa County Code of Ordinances states that the County Administrator shall:

Evaluate departmental organization on a continual basis, initiate changes in interdepartmental organization, structure, duties, or responsibilities when warranted,

including authorizing the transfer of equipment or personnel between departments; assign space to county departments in county facilities, recommend to the board the consolidation or combining of county offices, departments, or units.; and

WHEREAS, as a result of the fiscal and operational efficiencies that would be gained by consolidation, the County Administrator and the Chippewa County Sheriff recommend that the Emergency Management Department be consolidated into the Sheriff's Department to become the Emergency Management Division of the Sheriff's Department; and

WHEREAS, the Emergency Management Director would no longer be a department head level position, but would be a management position and that position would be reclassified from Grade T to Grade R in the Wage and Salary grid; and

WHEREAS, the current job description and the proposed job description of the Emergency Management Director are attached for review; and

WHEREAS, the Legal and Law Enforcement Committee has reviewed and does support this proposed consolidation;

NOW, THEREFORE BE IT RESOLVED, that the County Board hereby authorizes the consolidation of the Emergency Management Department into the Sheriff's Department to become the Emergency Management Division of the Sheriff's Department; and

BE IT FURTHER RESOLVED, that Emergency Management Director shall become a management level position within the Sheriff's Department and shall continue to have all of the duties and responsibilities as set out in the Wisconsin Statutes, Wisconsin Code of Regulations, and the Chippewa County Code of Ordinances; and

BE IT FURTHER RESOLVED, that this consolidation may become effective upon passage of this resolution or as soon as the County Administrator and County Sheriff are able to complete all actions necessary to effectuate the consolidation.

Forwarded to the County Board by the Executive Committee.

FINANCIAL IMPACT:

There is no fiscal impact by passage of this resolution. There will be anticipated fiscal savings that will be used elsewhere in the Sheriff's Department.

12/6/2022 Executive Committee

RESULT: FORWARD TO COUNTY BOARD [UNANIMOUS] Next: 12/13/2022 6:00 PM

MOVER: Jason Bergeron, District 7

SECONDER: Ken Schmitt, District 3 (Vice-Chair)

AYES: Gullickson, Schmitt, Steele, Sikorski, Bergeron

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Approved as to Form:



Todd A. Pauls, Corporation Counsel

11/21/2022



Lori Zwiefelhofer, Finance Director

11/21/2022



Randy B. Scholz, County Administrator

11/21/2022

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**CHIPPEWA COUNTY
JOB DESCRIPTION**

Job Title: Emergency Management Director

FLSA: Exempt

Salary Range: T

Reports To: County Administrator

Department: Emergency Management

Date: May 2021

JOB SUMMARY

The job duties of the Emergency Management Director include but are not limited to supervise Emergency Management Department staff in a manner that is effective and efficient and serves the needs of the customers; to plan, develop, implement and administer Emergency Management, Superfund Amendment Reauthorization Act (SARA), Emergency Planning and Community Right-to-Know Act (EPCRA) programs, and administer Emergency Communications programs for Chippewa County; and to provide responsive, courteous and efficient service to County residents and the general public.

DUTIES AND RESPONSIBILITIES

The duties described below are indicative of what the Emergency Management Director might be asked to perform. This job description is to incorporate any county ordinances created for the position of Emergency Management Director. This is not an exhaustive list of job responsibilities and therefore other duties may be assigned:

Administrative Functions:

- Direct, administer and manage the operations and personnel of the Emergency Management Department.
- Develop Emergency Management disaster procedure and policies; update emergency plans; secure funding for emergency service agencies; assist emergency services in assessing needs; prepare quarterly and annual operational reports; coordinate county-wide training.
- Administer the county-wide emergency communications system (E-911) including house numbering/sign and grid system maintenance and telephone system coordination.
- Administer the county-wide public safety radio communications system; determine system configuration and frequency assignments; oversee tower equipment installation and maintenance; manage FCC licensing.
- Establish and maintain EPCRA hazardous materials plans and records; establish and maintain files; review facilities' compliance documentation; prepare and update "off-site" plans for qualifying facilities; administer annual Hazardous Materials Response Grant.
- Maintain knowledge of current Department program(s) requirements.
- Research grants and prepare applications.
- As County designated Threat Liaison Officer (TLO), receive and disseminate information to law enforcement agencies, hospitals and responders regarding use of dangerous materials and suspicious activities reported to the state fusion center.

- Assist local law enforcement when requested.
- Assume duties of Public Information Officer during disasters.
- Regularly attend County Traffic Safety Commission, Land Information Council, Legal and Law Enforcement Committee and Local Emergency Planning Committee meetings.

Supervisory Functions:

- Supervise the 911 Database/Public Safety GIS Manager; work cooperatively with the Land Records Division within the Planning & Zoning Department.
- Direct, supervise, assign, coordinate, monitor and evaluate department staff tasks and procedures.
- Interview and make hiring recommendations.
- Provide instructions and training.
- Recommend employee transfers, promotions, disciplinary action, discharge and salary increases.

Community Relations Functions:

- Work with public safety agencies regarding GPS location mapping.
- Consult with Federal, State and local government agencies regarding highway safety and emergency response needs.
- Maintain communication with County Supervisors, news media representatives and the general public regarding Department activities, services and programs; coordinate Department programs/services with other departments and agencies.
- Conduct educational meetings within County and State.
- Operate informational booth at Fair; provide informational brochures and pamphlets regarding Department activities to the public.
- Attend appropriate workshops, conferences and training regarding Department activities.

Customers:

- General public requesting information
- Emergency Services (Fire Depts., Ambulance Services, Police Depts., First Responders)
- Committee Members (County Traffic Safety Commission, 911 Policy and Procedures Workgroup, Local Emergency Planning Committee)
- County Board of Supervisors

Team Members:

- Emergency Management Department employees
- Chippewa County departments and the Department of Administration
- Wisconsin Emergency Management staff
- Non-government organizations (NGOs) and industry partners in emergency response
- Committee Chairs (Local Emergency Planning Committee [LEPC], 911 Policy and Procedures Workgroup and County Traffic Safety Commission)

QUALIFICATION REQUIREMENTS

To perform this job successfully, an individual must be able to perform each duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required at the time of hire or for the continuation of employment.

EDUCATION AND/OR EXPERIENCE:

- Bachelor's degree in Emergency Planning, Environmental Management, Public Administration, Public Safety or a related field required.
- Minimum of three (3) years' emergency management, public safety or related experience required.
- Supervisory experience preferred.
- Obtain State of Wisconsin's Emergency Management Certification within 1 year of hire as required in the Emergency Management Planning Grant (EMPG).
- A cell phone is required.
- A valid driver's license required.

SKILLS AND ABILITIES

- Ability to maintain a professional demeanor when dealing with the public.
- Ability to take control of situations, dictating subordinate activities in a responsible manner.
- Ability to instruct and train in methods and procedures.
- Ability to make final decision on hiring.
- Ability to prepare performance evaluations and make recommendations regarding unsatisfactory employees.
- Ability to assign work, add or delete; plan work, establish priorities.
- Ability to approve vacation/sick time.
- Ability to recommend pay decisions.
- Ability to maintain staff personnel records.
- Ability to comprehend, retain and apply County, State, and Federal policies and legislation, i.e. local ordinances, procedure manuals, codes, etc.

EQUIPMENT KNOWLEDGE REQUIRED

- Ability to operate various types of equipment – standard office equipment, computer and advanced knowledge of Microsoft Office software.
- Ability to use GIS, SCADA systems, CAD, and Library systems.
- Responsible for all radio towers and radio equipment.
- Other equipment could be required.

LANGUAGE SKILLS

- Ability to communicate effectively with other members of the staff, supervisor, and the public.
- Ability to communicate in both written and verbal form.
- Ability to develop, interpret and implement local policies and procedures; written instructions, general correspondence; Federal, State, and local regulations; MSDS sheets, safety manuals; and warning labels.
- Ability to utilize a variety of advisory data and information such as hazardous materials reports and plans, maps, grant applications and requirements, billing invoices, committee meeting agendas and minutes, newspaper copy, emergency response and hazardous materials educational materials, technical operating manuals, Wisconsin Statutes Chapter 323, Wisconsin Division of Emergency Government handbooks, highway safety manuals, Federal Emergency Management Administration Manual, County Ordinances, computer manuals, procedures, guidelines, non-routine correspondence and laws.

MATHEMATICAL SKILLS

- Ability to perform complex mathematical calculations.
- Ability to prepare and monitor large complex budget.

REASONING ABILITY

- Ability to respond to complaints and grievances posed by the public.
- Ability to define problems and deal with a variety of situations.
- Ability to think quickly, maintains self-control, and adapt to stressful situations.
- Ability to use good judgement and effectively solve problems.

PHYSICAL AND WORK ENVIRONMENT

The physical and work environments described are representative of those that must be met by an employee to successfully perform the functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform these functions.

Physical Environment:

- The duties of this job include physical activities such as stooping, kneeling, sitting, standing, reaching, walking, lifting and/or move (up to 10 pounds), grasping, talking, hearing/ listening, seeing/observing, and repetitive motions.
- Specific vision abilities required by this job include close, distance and peripheral vision; depth perception; and the ability to adjust focus.

Work Environment:

- Works primarily in an office setting.

CHIPPEWA COUNTY JOB DESCRIPTION

Job Title: Emergency Management Director

FLSA: Exempt

Salary Range: ~~RT~~

Reports To: ~~County Administrator~~ Chief Deputy

Department: Sheriff's Emergency Management

Date: ~~May 2021~~ November 2022

JOB SUMMARY

The job duties of the Emergency Management Director include but are not limited to supervise Emergency Management ~~Department~~ Division staff in a manner that is effective and efficient and serves the needs of the customers; to plan, develop, implement and administer Emergency Management, Superfund Amendment Reauthorization Act (SARA), Emergency Planning and Community Right-to-Know Act (EPCRA) programs, and administer Emergency Communications programs for Chippewa County in accordance with Wisconsin Statute – Chapter 323: Emergency Management; and to provide responsive, courteous and efficient service to County residents and the general public.

DUTIES AND RESPONSIBILITIES

The duties described below are indicative of what the Emergency Management Director might be asked to perform. This job description is to incorporate any county ordinances created for the position of Emergency Management Director. This is not an exhaustive list of job responsibilities and therefore other duties may be assigned:

Administrative Functions:

- Direct, administer and manage the operations and personnel of the Emergency Management ~~Department~~ Division.
- Develop Emergency Management disaster procedure and policies; update emergency plans; secure funding for emergency service agencies; assist emergency services in assessing needs; prepare quarterly and annual operational reports; coordinate county-wide training.
- Administer the county-wide emergency communications system (E-911) including house numbering/sign and grid system maintenance and telephone system coordination.
- Administer the county-wide public safety radio communications system; determine system configuration and frequency assignments; oversee tower equipment installation and maintenance; manage FCC licensing.
- Establish and maintain EPCRA hazardous materials plans and records; establish and maintain files; review facilities' compliance documentation; prepare and update "off-site" plans for qualifying facilities; administer annual Hazardous Materials Response Grant.
- Maintain knowledge of current ~~Department~~ Division program(s) requirements.
- Research grants and prepare applications.
- As County designated Threat Liaison Officer (TLO), receive and disseminate information to law enforcement agencies, hospitals and responders regarding use of dangerous materials and suspicious activities reported to the state fusion center.
- Direct, administer and test of County's Mass Notification Systems (Reverse 911, CodeRED, FEMA IPAWS

- software system, etc.) and perform required training and periodic testing (i.e. monthly, annual).
- Craft and approve sensitive and/or public emergency notifications in exigent or crisis situations under pressure and elevated stress.
- Assist local law enforcement when requested.
- Assume duties of Public Information Officer during disasters.
- Regularly attend County Traffic Safety Commission, Land Information Council, Legal and Law Enforcement Committee, 911 Policy and Procedures Workgroup, EMS Association and Local Emergency Planning Committee meetings.
- Assist with budget development for the Emergency Management Division.

Supervisory Functions:

- Supervise the 911 ~~Database/Public Safety~~ GIS Coordinator Manager and ; work cooperatively ~~with the Land Records Division~~ within the Planning & Zoning Department.
- Direct, supervise, assign, coordinate, monitor and evaluate ~~division~~department staff tasks and procedures.
- Interview and make hiring recommendations.
- Provide instructions and training.
- Recommend employee transfers, promotions, disciplinary action, discharge and salary increases.

Community Relations Functions:

- Work with public safety agencies regarding GPS location mapping.
- Consult with Federal, State and local government agencies regarding highway safety and emergency response needs.
- Maintain communication with County Supervisors, news media representatives and the general public regarding ~~Department~~division activities, services and programs; coordinate ~~Department~~division programs/services with other departments and agencies.
- Conduct educational meetings within County and State.
- Operate informational booth at Fair; provide informational brochures and pamphlets regarding ~~Department~~division activities to the public.
- Attend appropriate workshops, conferences and training regarding ~~Department~~division activities.

Customers:

- General public requesting information
- Emergency Services (Fire Depts., Ambulance Services, Police Depts., First Responders)
- Committee Members (County Traffic Safety Commission, 911 Policy and Procedures Workgroup, Local Emergency Planning Committee, EMS Association and Fire Chief's Association)
- County Board of Supervisors

Team Members:

- Emergency Management ~~Department~~Division employees
- Chippewa County departments and the Department of Administration
- Wisconsin Emergency Management staff
- Non-government organizations (NGOs) and industry partners in emergency response
- Committee Chairs (Local Emergency Planning Committee [LEPC], 911 Policy and Procedures Workgroup, EMS Association, Fire Chiefs Association and County Traffic Safety Commission)

QUALIFICATION REQUIREMENTS

To perform this job successfully, an individual must be able to perform each duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required at the time of hire or for the continuation of employment.

EDUCATION AND/OR EXPERIENCE:

- Bachelor's degree in Emergency Planning, Environmental Management, Public Administration, Public Safety or a related field required.
- Minimum of three (3) years' emergency management, public safety or related experience required.
- Supervisory experience preferred.
- ~~Obtain-Complete required~~ State of Wisconsin's Emergency Management training and coursework Certification within 24 years of hire as required in the Emergency Management Planning Grant (EMPG) or obtain State of Wisconsin Certified Emergency Management (CEM) certification.
- A cell phone is required.
- A valid driver's license required.

SKILLS AND ABILITIES

- Ability to maintain a professional demeanor when dealing with the public.
- Ability to take control of situations, dictating subordinate activities in a responsible manner.
- Ability to instruct and train in methods and procedures.
- Ability to make final decision on hiring.
- Ability to prepare performance evaluations and make recommendations regarding unsatisfactory employees.
- Ability to assign work, add or delete; plan work, establish priorities.
- Ability to approve vacation/sick time.
- Ability to recommend pay decisions.
- Ability to maintain staff personnel records.
- Ability to comprehend, retain and apply County, State, and Federal policies and legislation, i.e. local ordinances, procedure manuals, codes, etc.

EQUIPMENT KNOWLEDGE REQUIRED

- Ability to operate various types of equipment – standard office equipment, computer and advanced knowledge of Microsoft Office software.
- Ability to use GIS, SCADA systems, CAD, and Library systems.
- Responsible for all radio towers and radio equipment.
- Other equipment could be required.

LANGUAGE SKILLS

- Ability to communicate effectively with other members of the staff, supervisor, and the public.
- Ability to communicate in both written and verbal form.
- Ability to develop, interpret and implement local policies and procedures; written instructions, general correspondence; Federal, State, and local regulations; MSDS sheets, safety manuals; and warning labels.
- Ability to utilize a variety of advisory data and information such as hazardous materials reports and plans, maps, grant applications and requirements, billing invoices, committee meeting agendas and minutes, newspaper copy, emergency response and hazardous materials educational materials, technical operating manuals, Wisconsin Statutes Chapter 323, Wisconsin Division of Emergency Government handbooks, highway safety manuals, Federal Emergency Management Administration Manual, County

Ordinances, computer manuals, procedures, guidelines, non-routine correspondence and laws.

MATHEMATICAL SKILLS

- Ability to perform complex mathematical calculations.
- Ability to prepare and monitor ~~large complex a~~ budget.

REASONING ABILITY

- Ability to respond to complaints and grievances posed by the public.
- Ability to define problems and deal with a variety of situations.
- Ability to think quickly, maintains self-control, and adapt to stressful situations.
- Ability to use good judgement and effectively solve problems.

PHYSICAL AND WORK ENVIRONMENT

The physical and work environments described are representative of those that must be met by an employee to successfully perform the functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform these functions.

Physical Environment:

- The duties of this job include physical activities such as stooping, kneeling, sitting, standing, reaching, walking, lifting and/or move (up to 10 pounds), grasping, talking, hearing/ listening, seeing/observing, and repetitive motions.
- Specific vision abilities required by this job include close, distance and peripheral vision; depth perception; and the ability to adjust focus.

Work Environment:

- Works primarily in an office setting.

**CHIPPEWA COUNTY
JOB DESCRIPTION**

Job Title: Emergency Management Director

FLSA: Exempt

Salary Range: R

Reports To: Chief Deputy

Department: Sheriff's

Date: November 2022

JOB SUMMARY

The job duties of the Emergency Management Director include but are not limited to supervise Emergency Management Division staff in a manner that is effective and efficient and serves the needs of the customers; to plan, develop, implement and administer Emergency Management, Superfund Amendment Reauthorization Act (SARA), Emergency Planning and Community Right-to-Know Act (EPCRA) programs, and administer Emergency Communications programs for Chippewa County in accordance with Wisconsin Statute – Chapter 323: Emergency Management; and to provide responsive, courteous and efficient service to County residents and the general public.

DUTIES AND RESPONSIBILITIES

The duties described below are indicative of what the Emergency Management Director might be asked to perform. This job description is to incorporate any county ordinances created for the position of Emergency Management Director. This is not an exhaustive list of job responsibilities and therefore other duties may be assigned:

Administrative Functions:

- Direct, administer and manage the operations and personnel of the Emergency Management Division.
- Develop Emergency Management disaster procedure and policies; update emergency plans; secure funding for emergency service agencies; assist emergency services in assessing needs; prepare quarterly and annual operational reports; coordinate county-wide training.
- Administer the county-wide emergency communications system (E-911) including house numbering/sign and grid system maintenance and telephone system coordination.
- Administer the county-wide public safety radio communications system; determine system configuration and frequency assignments; oversee tower equipment installation and maintenance; manage FCC licensing.
- Establish and maintain EPCRA hazardous materials plans and records; establish and maintain files; review facilities' compliance documentation; prepare and update "off-site" plans for qualifying facilities; administer annual Hazardous Materials Response Grant.
- Maintain knowledge of current Division program(s) requirements.
- Research grants and prepare applications.
- As County designated Threat Liaison Officer (TLO), receive and disseminate information to law enforcement agencies, hospitals and responders regarding use of dangerous materials and suspicious activities reported to the state fusion center.
- Direct, administer and test of County's Mass Notification Systems (Reverse 911, CodeRED, FEMA IPAWS software system, etc.) and perform required training and periodic testing (i.e. monthly, annual).

- Craft and approve sensitive and/or public emergency notifications in exigent or crisis situations under pressure and elevated stress.
- Assist local law enforcement when requested.
- Assume duties of Public Information Officer during disasters.
- Regularly attend County Traffic Safety Commission, Land Information Council, Legal and Law Enforcement Committee, 911 Policy and Procedures Workgroup, EMS Association and Local Emergency Planning Committee meetings.
- Assist with budget development for the Emergency Management Division.

Supervisory Functions:

- Supervise the 911 GIS Coordinator and work cooperatively with the Planning & Zoning Department.
- Direct, supervise, assign, coordinate, monitor and evaluate division staff tasks and procedures.
- Interview and make hiring recommendations.
- Provide instructions and training.
- Recommend employee transfers, promotions, disciplinary action, discharge and salary increases.

Community Relations Functions:

- Work with public safety agencies regarding GPS location mapping.
- Consult with Federal, State and local government agencies regarding highway safety and emergency response needs.
- Maintain communication with County Supervisors, news media representatives and the general public regarding division activities, services and programs; coordinate division programs/services with other departments and agencies.
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- Bachelor's degree in Emergency Planning, Environmental Management, Public Administration, Public Safety or a related field required.
- Minimum of three (3) years' emergency management, public safety or related experience required.
- Supervisory experience preferred.
- Complete required State of Wisconsin's Emergency Management training and coursework within 2 years of hire as required in the Emergency Management Planning Grant (EMPG) or obtain State of Wisconsin Certified Emergency Management (CEM) certification.
- A cell phone is required.
- A valid driver's license required.

SKILLS AND ABILITIES

- Ability to maintain a professional demeanor when dealing with the public.
- Ability to take control of situations, dictating subordinate activities in a responsible manner.
- Ability to instruct and train in methods and procedures.
- Ability to make final decision on hiring.
- Ability to prepare performance evaluations and make recommendations regarding unsatisfactory employees.
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- Ability to maintain staff personnel records.
- Ability to comprehend, retain and apply County, State, and Federal policies and legislation, i.e. local ordinances, procedure manuals, codes, etc.

EQUIPMENT KNOWLEDGE REQUIRED

- Ability to operate various types of equipment – standard office equipment, computer and advanced knowledge of Microsoft Office software.
- Ability to use GIS, SCADA systems, CAD, and Library systems.
- Responsible for all radio towers and radio equipment.
- Other equipment could be required.

LANGUAGE SKILLS

- Ability to communicate effectively with other members of the staff, supervisor, and the public.
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- Ability to develop, interpret and implement local policies and procedures; written instructions, general correspondence; Federal, State, and local regulations; MSDS sheets, safety manuals; and warning labels.
- Ability to utilize a variety of advisory data and information such as hazardous materials reports and plans, maps, grant applications and requirements, billing invoices, committee meeting agendas and minutes, newspaper copy, emergency response and hazardous materials educational materials, technical operating manuals, Wisconsin Statutes Chapter 323, Wisconsin Division of Emergency Government handbooks, highway safety manuals, Federal Emergency Management Administration Manual, County

Ordinances, computer manuals, procedures, guidelines, non-routine correspondence and laws.

MATHEMATICAL SKILLS

- Ability to perform complex mathematical calculations.
- Ability to prepare and monitor a budget.

REASONING ABILITY

- Ability to respond to complaints and grievances posed by the public.
- Ability to define problems and deal with a variety of situations.
- Ability to think quickly, maintains self-control, and adapt to stressful situations.
- Ability to use good judgement and effectively solve problems.

PHYSICAL AND WORK ENVIRONMENT

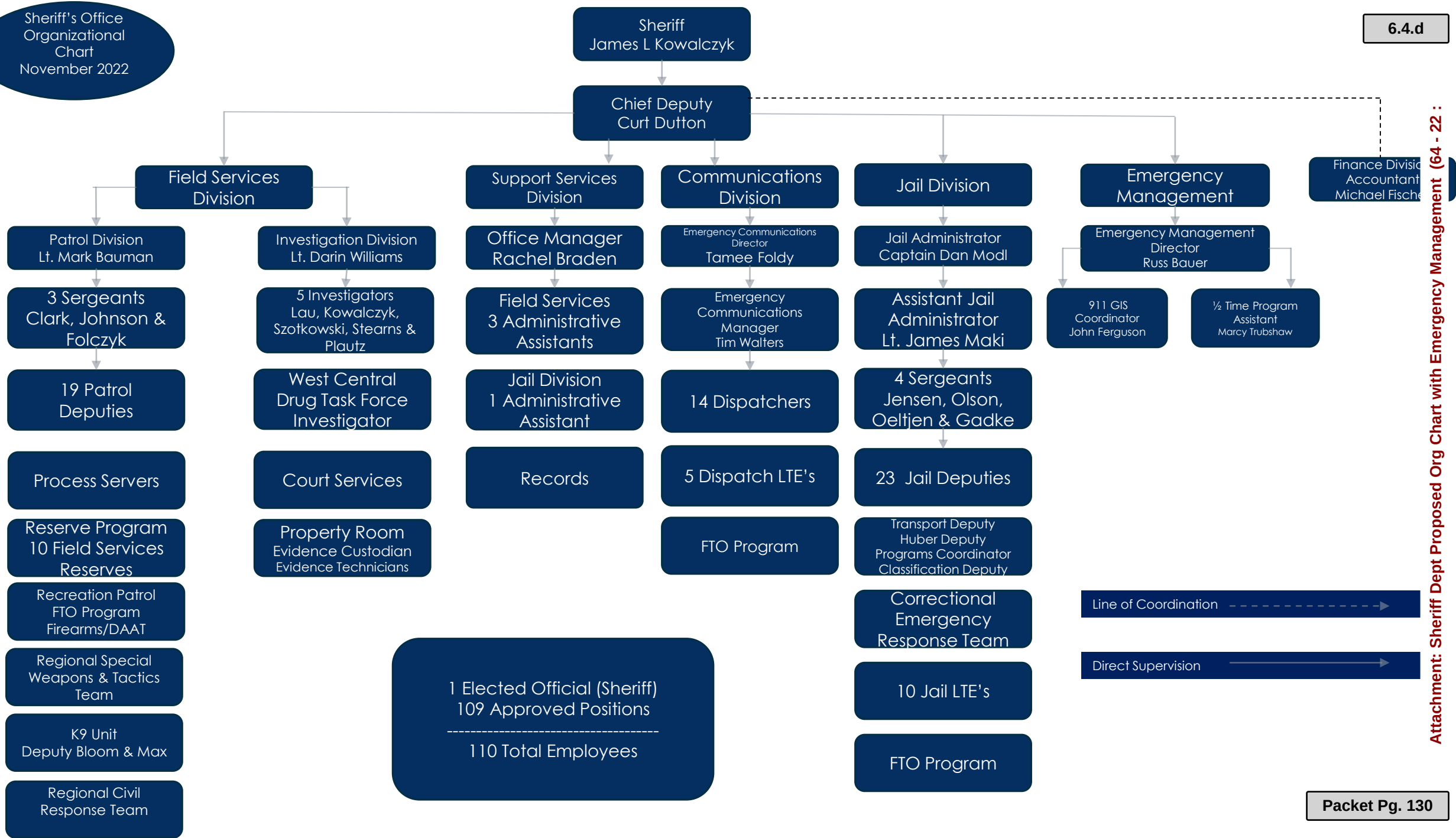
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Physical Environment:

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- Specific vision abilities required by this job include close, distance and peripheral vision; depth perception; and the ability to adjust focus.

Work Environment:

- Works primarily in an office setting.



Department of Administration Human Resources Division



6.5.a

November 29, 2022

TO: Executive Committee

FR: Toni Hohlfelder, Human Resources Director

RE: County Administrator's 2021 Annual Evaluation

The Executive Committee is responsible for the evaluation of the County Administrator on behalf of the County Board. As a result, the Executive Committee will conduct the County Administrator's annual evaluation in the upcoming months.

For informational purposes, the current evaluation and survey forms were designed by the Executive Committee in order to effectively evaluate the County Administrator, and collect meaningful feedback for the evaluation process.

The evaluation process involves inviting all County Board Supervisors, Department Heads, Elected Officials, and other outside representatives who work closely with the County Administrator to complete a survey, and provide narrative feedback. The ratings and narrative feedback will then be compiled and made available to the Executive Committee for review and consideration before completing the annual evaluation that will be placed in the County Administrator's personnel file.

Below is a draft timeline of the evaluation process. At the December 6, 2022 Executive Committee meeting, we will discuss the timeline, evaluation process and any other questions the committee members have related to the 2022 County Administrator Evaluation.

I also wanted to remind the Executive Committee that Randy's current contract runs from 2021 through 2023 and was signed on 7/16/2019. If Randy is interested in renewing his contract in 2024, he will need to initiate the process with the Executive Committee and then a closed session meeting to discuss the contract will follow. In 2019, Randy initiated the discussion in May and the Executive Committee met in June and July in closed session to finalize the contract. I will send out the Renewal Process in early 2023 to remind Randy and the Executive Committee of the former process used.

County Administrator Annual Evaluation Tentative Timeline -2022 Evaluation

12/6 Executive Committee

- Open session – review process and finalize timeline

12/7 Send out 360 Surveys using Survey Monkey

- Due 12/22/22 – Then compile data for review at 1/3/23 Exec meeting

1/3 Executive Committee

- Closed session – Meet with the CA to discuss status of the 2022 goals and ideas for 2023 goals and then complete the CA 2022 annual evaluation form

1/17 Executive Committee

- Closed session – Finalize the CA 2022 annual evaluation form and 2023 goals if necessary and then conduct the CA 2022 annual evaluation with the County Administrator

Department of Administration Human Resources Division

Toni Hohlfelder, Human Resources Director

County Administrator (CA) Annual Performance Review Process

1. In November each year, the HR Director will draft a memo to go to the Executive Committee regarding the CA performance review process. The memo will give an overview of the process and timeline (sample below). The HR Director will send the final memo to the Assistant to the CA to include in the agenda packet for the first committee meeting in December.

County Administrator Annual Evaluation Tentative Timeline -2022 Evaluation	
12/6	Executive Committee ➤ Open session – review process and finalize timeline
12/7	Send out 360 Surveys using Survey Monkey ➤ Due 12/22/22 – Then compile data for review at 1/3/23 Exec meeting
1/3	Executive Committee ➤ Closed session – Meet with the CA to discuss status of the 2022 goals and ideas for 2023 goals and then complete the CA 2022 annual evaluation form
1/17	Executive Committee ➤ Closed session – Finalize the CA 2022 annual evaluation form and 2023 goals if necessary and then conduct the CA 2022 annual evaluation with the County Administrator

2. At the first Executive Committee meeting in December each year the committee will begin discussing the CA eval in open session. The following items are typically covered:
 - a. The HR Director will review the memo that outlines the process and timeline.
 - b. The HR Director explains to the committee that the survey results are compiled into four separate groups as follows:
 - 1) County Board Supervisors
 - 2) Department Heads and Direct Reports
 - 3) Elected Officials
 - 4) External members
 - c. The CA and Executive Committee will discuss, agree, and identify external members of the community, whom have a professional relationship with the CA, that will be invited to participate in the feedback survey.
 - In the past, the external members have been from organizations the County provides funding to. For example: City Planner, CCEDC Director, CF Mayor, Airport Director, City of Chippewa Falls, Tourism Council, etc.
 - d. Upon review and agreement of the process, timeline and who to survey, the Executive Committee will make a motion to endorse the process, timeline and who to survey.

- e. The HR Director will provide the committee with an overview of the survey process using Survey Monkey and the performance review form developed in Microsoft Excel. All CB Supervisors will receive an email that includes a Survey Monkey link to complete the survey.
2. Typically, by end of the first week of December, the HR Director will send an email notification to all survey groups with instructions on how to complete the survey, timeline and due dates. The feedback is compiled and no individual comments or feedback is shared with anyone. In addition, an email will be sent out with a Survey Monkey link to the survey. The due date is typically 2-3 weeks out and prior to the Christmas holiday to allow time to compile the results in time for the first January Executive Committee meeting. The HR Director will send 2-3 reminder emails to all survey participants to increase the response rate.
3. After the due date, the HR Director will review the survey data and draft a summary memo of the results.
4. The HR Director will email a copy of the compiled results to the CA for review.
5. The Executive Committee will meet in closed session to start the review process at the first meeting in January.
 - a. The HR Director and Corporation Counsel (if needed) will meet with the committee regarding the following items:
 - 1) Review the summary memo of the results of all the surveys.
 - 2) Review the specific results of all surveys, including comments.
 - 3) Review the CA self-evaluation.
 - 4) Review the goal status from the previous year's goal.
 - 5) Have additional discussions with the Executive Committee regarding the review or the previous year's performance.
 - 6) Draft the review using an Excel Spreadsheet.
 - 7) Discuss possible goals for the upcoming year.
 - b. The CA will be offered time to meet with the Executive Committee regarding the following items:
 - 1) Discuss the survey feedback.
 - 2) Review the success of goals from the previous year.
 - 3) Discuss possible goals for the upcoming year.
 - 4) Discuss feedback from the Executive Committee.
 - c. If the review isn't completed by the end of the first Executive Committee meeting in January, it will be finalized at the next Executive Committee meeting during closed session before the committee reviews it with the CA.
6. Once the evaluation is complete, the Executive Committee will meet during the next meeting in closed session with the CA to conduct the evaluation and finalize goals for the upcoming year. Note: if it's not complete, this meeting will be used to complete it and the review with the CA will be conducted at the next meeting. The goal is to have the final meeting with the CA no later than February.
 - a. The County Board Chair may request the HR Director and Corporation Counsel to be present while the evaluation is conducted.

- b. The Executive Committee may request the County Board Chair meet one-on-one with the CA or the entire Executive Committee may decide to meet with the CA to review.
7. County Board Supervisors who are not members of the Executive Committee may sit in on the review and listen. The County Board Chair has the discretion to recognize them or not during the review meeting.
8. Documents to be distributed or not:
 - a. Compiled survey results are confidential documents and not distributed. They are to be used by the Executive Committee and the CA to assist in the completion of the performance review.
 - b. If hard copies are provided to the Executive Committee or any other County Board Supervisor present during the review process, it is for ease in discussing the review only. Documents must be returned to the HR Director upon completion of the Executive Committee meeting and shall not be photographed or copied.
 - c. Documents will not be distributed to anyone other than the County Board Chair and CA during the review meeting. However, the review will be displayed on the projector for the meeting attendees to follow along. All copies of the review must be returned to the HR Director after the conclusion of the meeting.
 - d. A copy of the final performance review is placed into the CA personnel file.
9. After the conclusion of the evaluation, the CA will email all County Board Supervisors with the goals for the following year. County Board Supervisors may request to view the evaluation. The CA will schedule a meeting in the CA office with no more than 2 members at a time to review the evaluation as requested.

County Administrator

2022 Annual Review – 1/1/2022 to 12/31/2022

6.5.c

Leadership

- 1** Demonstrates behavior that sets a clear example of hard work, sound judgment, focus, and sound ethics
- 2** Demonstrates professionalism, respect, and fairness in his interactions with others
- 3** Demonstrates and promotes mutual respect and healthy work environment
- 4** Demonstrates ethical standards in daily operations
- 5** Builds commitment from departments for achieving the Board's vision and strategic plans
- 6** Ensures that department heads have clear goals and responsibilities
- 7** Provides support to department heads to accomplish the actions of the Board
- 8** Encourages collaborative thinking
- 9** Encourages a positive atmosphere for feedback and constructive criticism
- 10** Firmly and promptly addresses performance issues
- 11** Accepts responsibility for decisions, actions and results
- 12** Has credibility and is respected by others

Randy Exec Committee

Competency Rating Options:

- | | |
|------------------------|---|
| Below Expectations | 1 |
| Below Expectations + | 2 |
| Meets Expectations | 3 |
| Meets Expectations + | 4 |
| Exceeds Expectations | 5 |
| Exceeds Expectations + | 6 |
| NO - Not Observable | 0 |

Randy's Self Review Leadership Comments:

Executive Committee's Leadership Comments:

Attachment: 2022 County Administrator Review Sample 11.4.2022 (7409 : Review the Process and

County Administrator

2022 Annual Review – 1/1/2022 to 12/31/2022

6.5.c

Strategic Vision

- 1 Accepts and understands the priorities of the Board
Identifies future threats and opportunities where the current trends will lead, how those trends may influence the County's direction. Informs the Board supervisors of necessary
- 2 changes/recommendations
Ensures the correct people are in the correct job to ensure success of organizational
- 3 strategies
Develops and proposes long term strategy for the County based on analysis of the
- 4 strengths and weaknesses of the County

Randy	Exec Committee

Competency Rating Options:

- Below Expectations 1
- Below Expectations + 2
- Meets Expectations 3
- Meets Expectations + 4
- Exceeds Expectations 5
- Exceeds Expectations + 6
- NO - Not Observable 0

Randy's Self Review Strategic Vision Comments:

Executive Committee's Strategic Vision Comments:

Attachment: 2022 County Administrator Review Sample 11.4.2022 (7409 : Review the Process and

County Administrator
2022 Annual Review – 1/1/2022 to 12/31/2022

6.5.c

Communication

- 1 Verbally communicates clearly and concisely, and in an organized manner
- 2 Communicates effectively with people at all levels of the organizations
- 3 Is an effective public speaker
- 4 Listens actively and carefully and avoids speaking over others
- 5 Makes effective presentations appropriate to the needs of the audience
- 6 Expresses ideas clearly and concisely in writing

Randy Exec Committee

Competency Rating Options:

- | | |
|------------------------|---|
| Below Expectations | 1 |
| Below Expectations + | 2 |
| Meets Expectations | 3 |
| Meets Expectations + | 4 |
| Exceeds Expectations | 5 |
| Exceeds Expectations + | 6 |
| NO - Not Observable | 0 |

Randy's Self Review Communication Comments:

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Executive Committee's Communication Comments:

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County Administrator
2022 Annual Review – 1/1/2022 to 12/31/2022

6.5.c

Relationship to the Board

- 1** Keeps the Board informed of county activities, progress, projects, and issues
- 2** Communicates clearly the expectations of the Board
- 3** Makes sound recommendations to the Board for action
- 4** Responds to Board requests in a timely manner
- 5** Accepts and carries out the decisions of the Board
- 6** Maintains respectful and professional demeanor with Board Supervisors
- 7** Maintains a sound working relationship with the County Board Chair

Randy Exec Committee

Competency Rating Options:

- | | |
|------------------------|---|
| Below Expectations | 1 |
| Below Expectations + | 2 |
| Meets Expectations | 3 |
| Meets Expectations + | 4 |
| Exceeds Expectations | 5 |
| Exceeds Expectations + | 6 |
| NO - Not Observable | 0 |

Randy's Self Review Relationship to the Board Comments:

Executive Committee's Relationship to the Board Comments:

County Administrator

2022 Annual Review – 1/1/2022 to 12/31/2022

6.5.c

Judgement

- 1 Gathers appropriate information when making decisions
- 2 Ability to make decisions quickly based on available information
- 3 Adapts to change quickly and easily
- 4 Evaluates situations effectively and makes appropriate decisions to deal with them
- 5 Has a sense of self awareness about how his/her actions impact the Board and the County
- 6 Recognizes problems and deals with them effectively
- 7 Takes calculated risks when prudent

Randy	Exec Committee

Competency Rating Options:

- | | |
|------------------------|---|
| Below Expectations | 1 |
| Below Expectations + | 2 |
| Meets Expectations | 3 |
| Meets Expectations + | 4 |
| Exceeds Expectations | 5 |
| Exceeds Expectations + | 6 |
| NO - Not Observable | 0 |

#REF!

Randy's Self Review Judgement Comments:

Executive Committee's Judgement Comments:

Attachment: 2022 County Administrator Review Sample 11.4.2022 (7409 : Review the Process and

County Administrator

2022 Annual Review – 1/1/2022 to 12/31/2022

6.5.c

Fiscal Management

- 1 Proposes to the Board financial items that will contribute to the efficiency, productivity, and overall improvement of County operations
- 2 Proposes to the Board financial items that can be considered to minimize the amount of tax levy necessary for County operations
- 3 Executes the adopted budget, insuring that all expenditures are made in compliance with Board's intent/ direction

Randy	Exec Committee

Competency Rating Options:

- Below Expectations 1
- Below Expectations + 2
- Meets Expectations 3
- Meets Expectations + 4
- Exceeds Expectations 5
- Exceeds Expectations + 6
- NO - Not Observable 0

Randy's Self Review Fiscal Management Comments:

Executive Committee's Fiscal Management Comments:

Attachment: 2022 County Administrator Review Sample 11.4.2022 (7409 : Review the Process and

County Administrator
2022 Annual Review – 1/1/2022 to 12/31/2022

6.5.c

OVERALL SCORE

Competency Rating Options:

- 1 Below Expectations
- 2 Below Expectations +
- 3 Meets Expectations
- 4 Meets Expectations +
- 5 Exceeds Expectations
- 6 Exceeds Expectations +
- 0 NO - Not Observable

Randy Exec Committee

--	--

Executive Committee

Overall Rating

--

Randy's Self Review Feedback / Comments

- 1** Please offer your perspective on what you see as the County Administrator's greatest strengths

--

- 2** Please offer any suggestions on areas that, in your opinion, need strengthening

--

Executive Committee's Feedback / Comments

- 1** Please offer your perspective on what you see as the County Administrator's greatest strengths

--

- 2** Please offer any suggestions on areas that, in your opinion, need strengthening

--

Executive Committee's Overall Summary Comments

Attachment: 2022 County Administrator Review Sample 11.4.2022 (7409 : Review the Process and

County Administrator

2022 Annual Review – 1/1/2022 to 12/31/2022

6.5.c

2022 Goals

1 COVID-19 Emergency Declaration – Review, analyze and revise (if needed) policies, procedures and ordinances to implement after the Emergency Declaration is rescinded

2 Economic Development – Continue to review, analyze and implement the Business Park Feasibility Study that was adopted by the County Board in March 2020.

Budget

3 • Review and analyze out of home placements to ensure sustainability of DHS operations.
• Continue to review and analyze long-range plan for sustainability of Highway operations.
• Continued review, analyze and implement employee benefits that are both cost effective and support recruitment and retention efforts of the County.

4 COVID Stimulus Allocations – Review and analyze information as it becomes available to maximize the resources available and meets the requirements.

5 County Board Orientation – With the expansion of the County Board and some members not running, there will be a minimum of nine new members. Work with Wisconsin County Association and the County Clerk to put a comprehensive orientation together.

Randy Exec Committee

Goal Rating Options:

Did Not Achieve 1

Partially Achieved-Some 2

Partially Achieved-Most 3

Achieved Goal 4

Attachment: 2022 County Administrator Review Sample 11.4.2022 (7409 : Review the Process and

County Administrator
2022 Annual Review – 1/1/2022 to 12/31/2022

6.5.c

Randy's Self Review 2022 Goal Comments

1	
2	
3	
4	
5	

Executive Committee's 2022 Goal Comments

1	
2	
3	
4	
5	

County Administrator
2022 Annual Review – 1/1/2022 to 12/31/2022

6.5.c

Executive Committee and County Administrator's Approved 2023 Goals

1

2

3

4

5

Attachment: 2022 County Administrator Review Sample 11.4.2022 (7409 : Review the Process and

County Administrator
2022 Annual Review – 1/1/2022 to 12/31/2022

6.5.c

Acknowledgements

I have reviewed and discussed the 2022 performance evaluation with the Executive Committee and the County Administrator.

County Board Chair Signature

Date

I have reviewed this document and discuss the contents with the County Board Chair. My signature means that I have been advised of my 2022 performance review and does not necessarily imply that I agree with the evaluation.

County Administrator Signature

Date

Attachment: 2022 County Administrator Review Sample 11.4.2022 (7409 : Review the Process and



Department of Administration Human Resources Division

To: County Board Supervisors
From: Toni Hohlfelder, Human Resources Director
Date: November 15, 2022
Subject: Summary of the HR Policy Manual Recommended Changes

Included in the agenda is a proposal to update Chippewa County's Holiday policy.

Chippewa County continues to struggle recruiting and retaining limited-term employees and these positions and employees play a key role in many departments. Here are a few examples:

1. Highway Operators – Seasonal employees to assist every summer with construction and road maintenance projects
2. Telecommunicators and Jailers – Fully trained full time employees who choose to change to an LTE status and assist in filling shifts to reduce full-time employee overtime and meet our minimum staffing requirements
3. Parks – Seasonal employees to assist as Park Caretakers each summer at our County Parks

We have several other annual or seasonal LTEs throughout the County Courthouse as well. The proposal is to update the policy to pay holiday pay to an LTE only if they work on the holiday or observed holiday. This typically only occurs in the case of an emergency, to fill shifts for Telecommunications and Jailers that would otherwise be paid at overtime and three holidays in the summer for the Parks Caretakers for the hours they work only.

The Department Heads and DOA support this decision to assist with recruitment and retention of these key LTE positions.

If you have any questions or suggestions prior to the Executive or County Board meetings, please don't hesitate to email me at thohlfelder@co.chippewa.wi.us or call me at 715-726-7970.

Proposed Revisions 10/26/2022

3. Holidays

a. Purpose

To identify observed employee holidays and to establish a consistent procedure for scheduling and payment.

b. Eligibility

All regular full-time or part-time employees are eligible to receive compensation for the paid holiday benefit. In order to receive holiday pay, employees shall work the full scheduled day before and the full scheduled day after each observed holiday unless the employee substitutes PTO (scheduled or unscheduled). Part-time employees shall be compensated on a prorated basis. Employees receiving Workers' Compensation benefits are not eligible for compensation for holidays that fall during their period of disability. Employees on any type of unpaid leave of absence on the observed holiday are not eligible for compensation for the holiday.

All limited-term (annual or seasonal) status employees (LTEs) are eligible to receive compensation for the paid holiday benefit only if they actually work the day of the holiday or observed holiday.

c. Holidays Observed

The following holidays shall be paid holiday for eligible employees:

New Year's Day	Labor Day
Spring Holiday (Friday before Easter)	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	December 24 th
Day after Independence Day	December 25 th

d. Compensation

Holiday pay is calculated at the straight time hourly rate of pay of the employee on that day.

1. Full-time employees shall be compensated for eight (8) hours of holiday pay on the observed holidays regardless of the scheduled shift (4-, 5-, 6-, 7-, 8-, 9-, 10-, 11-, or 12-hour day).
2. Part-time employees shall receive four (4) hours of holiday pay on the observed holidays.

3. LTEs shall receive holiday pay for the exact hours worked on the day of the holiday or observed holiday in addition to their actual hours worked. If the employee does not work on the day of the holiday or observed holiday, they are not eligible for holiday pay.

e. Work on Holiday

In cases where a ~~an~~ full-time or part-time employee is required to work on a holiday due to unforeseeable circumstances, or required to work on a holiday as part of their normal work schedule, the employee shall receive holiday pay for the holiday in addition to the actual hours worked.

Holiday pay is considered time worked for the purposes of overtime.

f. Holidays During Leave

Holidays falling within any unpaid period of absence for any reason shall be without pay.

For employees on paid FMLA over an observed holiday, the holiday shall be counted as FMLA leave.

Employees are permitted to use scheduled or unscheduled PTO during an approved FMLA or County medical leave before and after the Holiday to be eligible for Holiday pay, even if the employee doesn't have enough PTO or Compensatory time for the entire leave period.

g. Holidays Falling on a Weekend

Whenever any of the observed holidays falls on a Saturday, the preceding Friday shall be observed as the holiday, and when falling on a Sunday, the succeeding Monday shall be observed as the holiday. When December 24th falls on Friday and December 25th on Saturday, the preceding Thursday and Friday shall be observed as the holidays. When December 24th falls on Sunday and December 25th on Monday, the succeeding Monday and Tuesday shall be observed as the holiday.

h. Holidays Falling on a Scheduled Day That is Not 8 Hours for a Full-Time Employee

Whenever an observed holiday falls on a day that an employee is scheduled to work more than eight (8) hours, 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.

Whenever an observed holiday falls on a day that an employee is scheduled to work less than eight (8) hours, the employee shall flex their schedule during the week to work less hours on other days, so not to earn overtime or compensatory time without Department Head approval.

Flexible schedules during the week of a holiday shall be established and approved by the Department Head to best meet the needs of the department for efficient operations, to reduce overtime or compensatory time and to remain open during established business hours.

i. Sheriff's Department Dispatcher and Jailer Exceptions

Due to the nature of the scheduling within the Sheriff's Department, the dispatchers and jailers who are eligible for holidays and required to work on an observed holiday shall receive the holiday pay for that day in addition to hours worked.

j. Exceptions

Due to the nature of work required from the Highway Department and Facilities and Parks Division for unforeseen emergency circumstances, in cases when a regular status non-exempt employee of the Highway Department or Facilities and Parks Division is required to work on an observed holiday, the non-exempt employee shall receive overtime pay at a rate of time and one-half for those actual hours worked by the non-exempt employee in addition to receiving holiday pay for the holiday. Overtime hours worked on an observed holiday are considered premium overtime pay and shall not be calculated in the regular rate of pay for the purposes of calculating FLSA overtime (29 C.F.R §778.201).

(Section 3 amended by the County Board 05/14/13; 12/10/13; 12/09/14; 12/08/15, 03/13/18; 11/6/18; 09/13/2022)



Department of Administration

Randy B. Scholz, County Administrator

December 6, 2022

TO: County Board Supervisors

FR: Randy Scholz

RE: 2023 Health Insurance Premiums

The purpose of this letter is to inform you that there are no changes to Chippewa County's health insurance plan premiums as presented and approved by the County Board on August 9, 2022 in Resolution No 43-22: Resolution to Establish Health Insurance Plan Funding for 2023.

Per resolution it states that "by no later than December 13, 2022, the County Administrator will provide a report to the County Board that provides the actual total cost for the County's Health Insurance Plan beginning January 1, 2023, for all full-time employees and COBRA qualified beneficiaries."

In November, Brown & Brown, Chippewa County's benefit consultant/broker, provided our final Captive/stop loss insurance premium renewal for 2023. In August, Brown & Brown supported the 0% increase to the total 2023 health insurance plan cost estimating a 15% increase in our Captive/Stop loss insurance policy and we received a 12.4% increase for 2023.

Based on this final renewal rate, I wanted to provide an update to the County Board and let you know that Chippewa County's 2023 health insurance plan costs will not change from the resolution approved on August 9, 2022. Here is an illustration of the final costs for 2023:

2023 ACTIVE EMPLOYEE HEALTH PLAN – Non WPPA employees					
Anthem Blue Preferred Network	\$2,000/\$4,000 Deductible		Out of Network	\$4,000/\$8,000 Deductible	
	\$5,000/\$10,000 OOP			\$10,000/\$20,000 OOP	
	Single	Family		Single	Family
Total Cost	\$884	\$1,999	Total Cost	\$884	\$1,999
Employee Contribution	\$0	\$0	Employee Contribution	\$0	\$0
Employer Contribution	\$884	\$1,999	Employer Contribution	\$884	\$1,999



Employee Engagement

Survey Window: 9/19/22 to 9/30/22

Randy Scholz, County Administrator
Executive Committee - December 6, 2022
County Board – December 13, 2022

Why Employee Engagement

1. **We want to know!** This is our fourth year surveying our employees and third Q¹² Engagement Survey. We genuinely want to know how our employees feel about Chippewa County. We want employees to have an opportunity to share their voice!
2. **We want to change and improve!** Most, if not all consultants agree, do not survey unless you are ready to act and change. We honestly and thoughtfully reviewed the results in 2019 and 2020. We created action plans to improve and plan to do this again in 2022!
3. **We want to see proof of improvement!** Gallup's Q¹² survey tool provides comparisons to other companies to allow us to benchmark and they also provide us reports to see results compared to other survey years.

We want you to consider Chippewa County the
BEST PLACE TO WORK
in the Chippewa Valley!

Q12 and Engagement Background – 2019, 2020 and 2022

- Jenna Bidwell, an Employee Engagement Consultant from Carlson Dettmann assisted Chippewa County with our 2019 and 2020 Survey. In 2022, Christine Storlie was our Consultant.
- We continue to use Gallup's Q12 Employee Engagement Survey
- Survey was launched on 9/9/19, 9/30/20 and 9/19/22 (all surveys had a two week window)
- Survey results continue to be anonymous and reported in 6 ways only. Reports can only be generated with results if there are at least 4 responses by report. Here are the following reporting options:
 1. Overall Report – Entire County
 2. Department
 3. Division (may be the same as Dept)
 4. Direct Supervisor
 5. Generation
 6. Tenure
- Survey results are distributed and meetings are held each year in November through December
- Action Items are due to the County Administrator in December or January each year
- Follow up on action items and meetings also occur with the County Administrator mid year

Q12 and Engagement Background

2019 state of engagement in the United States

- Engaged: 33%
- Not Engaged: 51%
- Actively Disengaged: 16%

2019 Overall Results County-wide:

- Engaged: 35%
- Not Engaged: 49%
- Actively Disengaged: 16%

• CURRENT state of engagement in the United States

Engaged: 32% Not Engaged: 51% Actively Disengaged: 17%

What do we mean by Engaged, Not Engaged and Actively Disengaged?

- Engaged: employees working with passion – psychological commitment to advancing their organization
- Not Engaged: employees who put in their time no passion – nothing extra
- Actively Disengaged: employees aren't just unhappy – they share their unhappiness

Q12 and Engagement Background

2019 Overall Results County-wide:

- Engaged: 35%
- Not Engaged: 49%
- Actively Disengaged: 16%
- 26th percentile in Gallup's database



2020 Overall Results County-wide:

- Engaged: 45%
- Not Engaged: 46%
- Actively Disengaged: 9%
- 63rd percentile in Gallup's database

2022 Overall Results County-wide:

- Engaged: 47%
- Not Engaged: 45%
- Actively Disengaged: 8%
- 45th percentile in Gallup's database



Response Rates:

- 2019: 76%
- 2020: 78%
- 2022: 75%



Q12 Survey Questions



Q12. Opportunities to learn and grow

Q11. Progress in last six months

Q10. I have a best friend at work

Q09. Coworkers committed to quality

Q08. Mission/Purpose of company

Q07. At work, my opinions seem to count

Q06. Someone encourages my development

Q05. Supervisor/Someone at work cares

Q04. Recognition last seven days

Q03. Do what I do best every day

Q02. I have materials and equipment

Q01. I know what is expected of me at work

Manager's Impact on Engagement

1. Managers need to go beyond listening to their employees, but lead their employees to higher engagement
2. Managers need to set a good example, by modeling desired behaviors
3. Managers should come prepared to the team meetings to discuss survey input
4. Managers should highlight successes from last year
5. Managers should work to connect with employees and create a safe and engaging environment during team meetings to discuss the results and make action plans for the future
6. Managers should never stop learning about their teams and developing their strengths
7. This survey is not a tool to determine poor management or poor managers – it is a tool to show where managers and teams together can improve to increase employee engagement.
8. Engagement is impacted by the employee, their co-workers, their manager, administration and the County Board

Department Head and Employee Training

- All Department Heads attended an Employee Engagement Refresher Training presented by Randy and Toni on October 11 and October 25, 2022.
- Randy, Toni and Chris Storlie held a conference call on October 18, 2022 to discuss the overall results and get Chris's input before rolling out the results to Department Heads.
- All managers and employees were required to view a 15 minute training video on Engagement in October. The video reminded everyone how to read the reports and to know what to expect this year.
- All Department Heads were provided their results on October 25, 2022 and will be holding meetings with their managers and all employees in November and December.
- Toni and Chris will be available as needed by managers to discuss this year's results and action items.

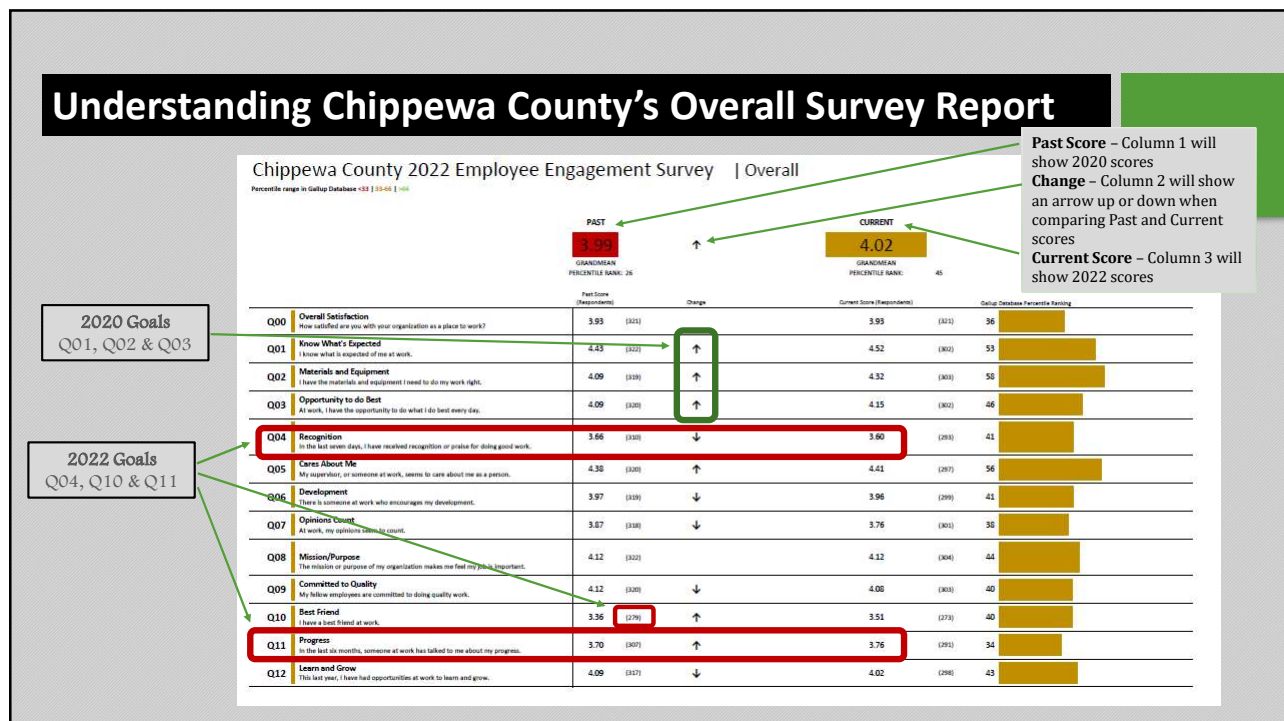
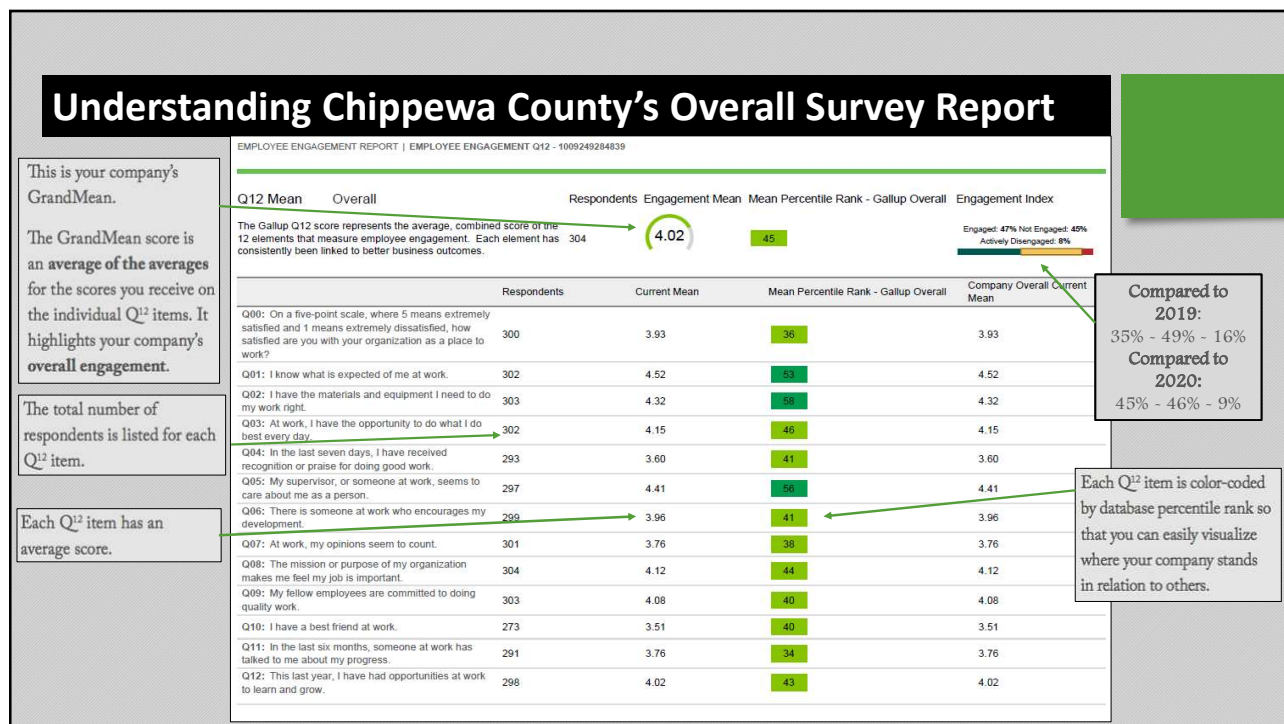
County-wide Engagement Goal Overview

- A common County-wide goal we focused on after the 2019 and 2020 engagement surveys was **communication**. The entire county worked to improve communication at both the department-level and County-wide. This feedback in 2019 helped us focus on better communication during the pandemic and we received great feedback on this after completing a COVID related survey. While we are not initiating a County-wide goal to improve communication after 2022's survey, we believe communication continues to be important and an area that we will continuously work to strengthen.
- After 2020's engagement survey, a second goal recommended by our consultant was to focus on improving the **engagement questions Q01-Q03**. These questions focus on our **basic needs** (what's expected of me, equipment/materials to do my job and opportunity to do my best). County-wide scores improved in all three areas and most department reports illustrated improvement as well.
- After 2022's survey our County-wide goals are in three areas: Improve **recognition** (Q04), improve the **response rate to Q10** (best friend at work) and ask that our Department Heads and managers formally meet with their staff every 6 months at a minimum to assist in improving Q11 (talked to me about **progress in the last 6 months**)

Team Meetings

Every Department Head and manager is required to hold team meetings that includes the steps below:

1. Review Q12 survey results with employees and facilitate discussions and get feedback from teams
2. Develop a list of what the County, Department Head, manager and/or employees should **start, stop and continue** doing based on the results. (due 1/31/23)
3. Discuss and develop a new department/division goal based on the team's results. If the team hasn't achieved the 2019/2020 goals and they are still relevant and important, they may continue to work on past goals as well
4. To assist in achieving the three County-wide goals, each manager will do the following:
 - Discuss recognition preferences 1:1 with each employee during the performance review meetings in 2023
 - Educate employees on the importance of answering all engagement questions and why the best friend question is in Gallup's survey
 - Ensure that the Department Head or manager is meeting at least twice a year with each employee. Some meet more often, but some only meet during the performance review meeting. It's important to meet more often and regularly to check in on progress, engagement and goals.
5. Review and Recalibrate – Our final goal is to also meet and discuss the action plans regularly throughout 2023.



Chippewa County Demographics

Generation	# Employees	Completed Survey
Generation Z < 25	27	20
Millennial 26 – 37	103	79
Generation X 38 – 54	178	135
Baby Boomer 55 – 73	95	66
Traditional > 74	4	< 4

Tenure	# Employees	Completed Survey
Less than 1 year	51	39
1-3 years	95	78
4-5 years	55	37
6-7 years	49	33
8-10 years	45	37
11-15 years	29	20
More than 15 years	83	60

What is the role of County Board Supervisors?

- The County Board establishes the priorities and defines the direction on where we are going as a County.
- County Board Supervisors set an example when they were engaged with the strategic planning process.
 - This was an important initiative as it helped everyone understand what we are supposed to be working on.
- When a decision has been made at a County Board or committee meeting, it's important to support the decision and move forward.
 - This shows employees that you have a united front and are leading by example.
- If you don't understand something please ask questions.
 - Department Heads want you to be successful and they are eager to provide additional information so you can make informed decisions.
- Continue to support the County Administrator and departments as they carry out your directives.
- Continue to support the County Administrator and Department heads as they participate in leadership training and work on the action plans developed to improve engagement with employees.

What's Next

- Randy is using the biweekly Department Head meetings in November and December to discuss the survey results and come up with action plans for the Department Heads and Elected Officials
- Randy plans to meet one-on-one with each Department Head to discuss their results while during the 2022 annual performance review meetings in January and February
- Randy plans to use the monthly Department Head meetings, to check in on progress and allow for brainstorming on what we can do to improve and learn from one another
- Randy will review and identify training topics, needs or other opportunities from the action items submitted to Randy by 1/31/23
- Randy plans to request an update by Department Heads and Elected Officials in the summer of 2023 to review progress on engagement action items they developed in their departments
- Plan is to re-survey using Gallup's Q12 survey in the Fall of 2024
- In 2023, we plan to do our second "stay survey" that asks different key questions related to policy, benefits, communication, etc.

Questions, Comments, or Concerns



11/16/22 F&P Committee Meeting Firearms Range Closure – Remediation Project Report

- **Firearms Range Closure Project (Res. # 31-22)**

Approved Budget: \$1,000,000

Project Schedule:

- **July 1, 2022** – The Firearms Range was officially closed to the public, law enforcement, and the Hunters Education programs.
- **July 18, 2022** – A new gate and signage was installed at the Firearms Range, and the website was updated.
- **September, 2022** – A Request for Proposal (RFP) for professional services to assist the County with the EPA/WI-DNR Range Closure process was completed. Cedar Corporation Engineering was selected.
- **October 11 & 12, 2022** – The Cedar Corporation (Matt Taylor) collected multiple soil samples and a water sample at the Range. The samples were then sent to a lab in Chicago, IL for testing. The water test results came back a couple weeks later with a higher lead content than what we had with our first test.
- **October 31, 2022** – The electrical service for the Storage Building and Training Facility was re-worked. The electrical feed now goes directly from the new electrical meter/pedestal to the Training Facility.
- **November 1, 2022** – 95% of the surplus property at the Range has been removed. The remaining surplus property includes: about (12) shooting stands, about (12) target stands, and about (30) 55-gallon plastic barrels.
- **November 4, 2022** – The underground water main serving the Storage and Training Facilities has been re-worked. Now the Storage Building will no longer need to be heated in the winter, and it is ready for demolition.
- **November 7, 2022** – Due to the difference in the two water tests of lead detected in groundwater from the potable well serving the property, a confirmation sample split for analysis at two different certified labs was taken. The results of the confirmation water samples are pending.

- **November 9, 2022** – The Cedar Corporation (Matt Taylor) shared the following in a preliminary report: Based on the review of environmental conditions completed through the course of the initial site investigation, the Site will require further investigation. Elevated levels of arsenic, lead and silver have been detected in the berms at the Site. The full depth of impacted soils into the face of the berms has yet to be determined. The County is currently in the planning phase for the Site's redevelopment. Cedar Corporation recommends the collection of additional soil samples to determine the vertical and horizontal extent of the impacted soils at the Site.
- **December, 2022** – The Cedar Corporation (Matt Taylor) anticipates having the test results back from the 2nd water samples. Additionally, Cedar Corporation intends to evaluate potential Remedial Actions for the Site in the Site Investigation Report for consideration.