

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

(2020-2022)

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1 **AGREEMENT**

2 This Agreement is made and entered into by and between the County of Chippewa,
3 Wisconsin, hereinafter referred to as the County or Employer, and The Wisconsin Professional
4 Police Association/Law Enforcement Employee Relations Division (WPPA/LEER) on behalf of
5 Chippewa County Deputy Sheriff's Association, hereinafter referred to as the Association.
6

7 **ARTICLE 1 - RECOGNITION**

8 The County recognizes The Wisconsin Professional Police Association/Law Enforcement
9 Employee Relations Division (WPPA/LEER) as the exclusive bargaining representative of all
10 regular full-time law enforcement employees of Chippewa County, including patrol officers, and
11 investigators, but excluding supervisory, confidential and managerial personnel, clerical employees,
12 the Sheriff, Chief Deputy, Captains and Lieutenants, and all other general municipal employees for
13 the purpose of collective bargaining on the questions of wages, hours and conditions of employment.
14

15 **ARTICLE 2 - MANAGEMENT RIGHTS**

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

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

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

3
4 **ARTICLE 3 - MEMBERSHIP AND DUES**

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

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

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

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

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

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

29
30 **ARTICLE 4 - GRIEVANCE PROCEDURE**

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

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

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

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

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

16 Section 5 - Steps in Procedure:

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

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

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

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

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

3 4. Arbitration:

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

8 B. Arbitrator: The parties shall attempt to agree upon a list of three W.E.R.C.
9 staff arbitrators to submit to W.E.R.C., from which the Commission shall select one arbitrator to
10 hear the grievance. If the parties are unable to reach agreement on a list of three arbitrators, the
11 Commission will select a staff arbitrator.

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

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

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

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

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1 **ARTICLE 5 - LEAVE OF ABSENCE**

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

5 Section 2 – Medical/Illness Leave: A period of not more than six (6) months shall be granted
6 as leave of absence due to personal illness of the employee, or for disability of the employee due to
7 accident, provided a physician's certificate is furnished from time to time to substantiate the need for
8 continuing the leave.

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

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

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

27
28 **ARTICLE 6 - PROBATIONARY EMPLOYEES**

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

1 that such employees may, on their own or with the assistance of the Union, initiate or seek legal
2 redress afforded by state or federal laws. All employees retained after the probationary period shall
3 be entitled to all rights and benefits granted under this Agreement retroactive to the original date of
4 employment.

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

7
8 **ARTICLE 7 - DISCIPLINE AND DISCHARGE**

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

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

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

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

5
6 **ARTICLE 8 - SENIORITY, JOB POSTING AND PROMOTION**

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

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

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

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

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

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

30 Section 6 - Posting: Whenever a vacancy is to be filled or new position occurs, the position
31 shall be posted on the main bulletin board for five (5) calendar days. This posting shall include the
32 job title, rate of pay and the job description which outlines the minimum qualifications for the

1 position in question. All employees who are interested in the job and who possess the minimum
2 qualifications, may sign the posting indicating their interest.

3 Whenever the County seeks to fill a bargaining unit position, it shall first attempt to fill the
4 same through an internal (Sheriff's Dept.) procedure. Thus, qualified bargaining unit candidates will
5 be given first opportunity to fill such vacancies or new positions before outside applicants may be
6 considered. The following procedures shall apply to vacancies which are to be filled or new
7 positions:

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

15 B. Rating Categories: Following the written examination, successful candidates shall
16 receive points, based on objective standards, awarded in the following categories:

17	<u>Category</u>	<u>Maximum Points</u>
18	Written Exam	10
19	Education	20
20	Seniority	15
21	Performance Review	30

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

27 There shall be an oral interview worth 25 points in the overall score. The interview board
28 shall consist of the Sheriff; up to two management representatives from the field services division; a
29 management representative from an outside law enforcement agency; and a non-voting bargaining
30 unit representative from the relevant area in an agency outside Chippewa County, selected by the
31 union, who will act as an observer.

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

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

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

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

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

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

24 E. Pay Step in New Position: Upon appointment to a promotional position through the
25 procedure outlined in Section 6, the employee shall be paid at the next highest pay rate within the
26 new classification which provides an increase of at least 2 percent. The employee shall be paid at
27 the rate effective upon the date of employment in the higher class. For the purposes of this contract,
28 a promotion is defined as movement from an entry level position to Investigator. An entry level
29 position is defined as a patrol officer. Movement between entry level positions shall not be
30 considered a promotion as defined in this contract.

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 a Letter of Understanding (the "LOU" (with Chippewa County (the "County") to implement a twelve (12) hour work schedule on a trial basis for sworn, non-supervisory Deputies within the Patrol Division of the Chippewa County Sheriff's Department (the "CCSD").

The WPPA and the County agree that in lieu of portions of Article 13 – Work Week, Hours of Work and Overtime – Sections 1, 2, 4.A.1, 5.A., 5.C., 5.D. and 7.; Article 14 – Holidays – Sections 1 and 2; Article 15 – Vacations – Sections 1 and 5; Article 16 – Sick Leave – Sections 1 and 6; and Article 17 – Emergency Leave of the CBA as provided below, this LOU will be in place from January 1, 2020 to December 31, 2022.

It is hereby agreed and understood between the Parties as follows:

1. Except as provided under Paragraph 6., the County and the WPPA agree to extend the trial period for a twelve (12) hour schedule for sworn, non-supervisory Deputies within the Patrol Division of the CCSD.
2. Overtime hours shall be calculated based upon a fourteen (14) day, eighty-four (84) hour work period.
3. The work year will consist of 2184 scheduled hours.
4. The twelve (12) hour work schedule shall consist 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).
5. Shifts shall be defined as 6:00 a.m. to 6:00 p.m. and 7:00 a.m. to 7:00 p.m. for the day shift; 6:00 p.m. to 6:00 a.m. and 7:00 p.m. to 7:00 a.m. for the night shift; power shifts 11:00 a.m. to 11:00 p.m. and 3:00 p.m. to 3:00 a.m.
6. Those bargaining unit members holding the following bargaining unit work assignments, shall work the schedule provided for in the associated Letter of Understanding for each assignment: Courthouse Security, Recreational Officer, Drug Officer and K9 Deputy.
7. Overtime compensation at time and one-half (1-1/2) (taken as pay or compensatory time off) shall be earned for all hours worked in excess of, or outside of, the normal work day (12 hours) or work schedule. Overtime hours shall be subject to the advance approval of the Sheriff or designee.
8. Deputies within the Patrol Division working the twelve (12) hour work schedule shall be permitted to

accrue, in lieu of pay, and at the Deputy's option, up to forty-eight (48) hours of compensatory time in any given calendar year for any hours worked in excess of, or outside of, the normal work day or work schedule. Compensatory time shall be earned and paid out based on the first payroll to the last payroll of each year and shall be paid at straight time rate earned on the last date of the last pay period of each year. Said compensatory time payout shall occur in the same payroll year in which it was earned.

9. Shift differential pay of \$.50/hour for eligible employees shall be paid to those Deputies 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.
10. A full day holidays shall be computed at eight (8) hours of regular straight time pay for Deputies working the twelve (12) hour work schedule. Article 14 of CBA outlines the list of all holidays.
11. All Deputies working the twelve (12) hour work schedule shall take all holidays as they occur and shall be required to perform scheduled work on a holiday or when a holiday falls on such Deputy's day off, such Deputy shall receive the holiday pay for that day.
12. Paid Time Off (PTO) - The conversion of PTO shall be hour for hour.
13. Emergency Leave -The Conversion of emergency leave shall be for hour for hour in accordance with Article 17 of current CBA.
14. Each Deputy 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.
15. Training-When a Deputy working the twelve (12) hour work schedule is assigned to attend training and the training is less than twelve (12) hours, the Deputy shall pre-arrange with their supervisor to make up the work hours or use compensatory time off or vacation to make up the hours, subject to management approval.
16. Shift selection for those Deputies 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 Deputy 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 Deputy to the bottom of the shift selection list.
17. There will be four (4) float shifts in the Patrol Division during the trial duration of the twelve (12) hour work schedule.
18. Both Parties will monitor issues and expenses associated with the twelve (12) hour work schedule. At any time during the trial duration, either Party may request a review of any issue or expense associated with the twelve (12) hour work schedule. If no mutual agreement is reached by the Parties, either Party may opt out of the LOU with a sixty (60) calendar day notice. In the event either Party opts out of the LOU, the schedule will revert back to an eight point five (8.5) hour, 5-2, 5-3 rotation work schedule.

Chippewa County

By: [Signature]
Randy Scholz, County Administrator
Date: 03-03-2020

WPPA/LEER and CCDSA

By: [Signature]
Jeryl Vonderheid, WPPA/LEER
Date: 3-2-2020

By: [Signature]
Date: 3/2/20

By: [Signature]
Date: 2-2-20

By: [Signature]
Date: 03/02/20

LETTER OF UNDERSTANDING

Between

CHIPPEWA COUNTY

And

WISCONSIN PROFESSIONAL POLICE ASSOCIATION

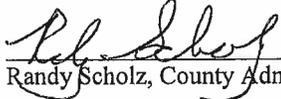
The Wisconsin Professional Police Association, on behalf of its' affiliate, Local No. 239, Chippewa County Deputy Sheriff's Association hereby enters into an agreement with Chippewa County Sheriff's Department regarding the Recreational Officer in the Patrol Division.

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 specified in the MOU for the 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 Recreational Officer assignment shall accrue benefits as a 2/2-3/2-2/3 employee.
7. 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.

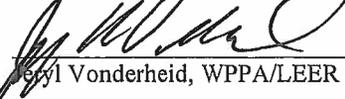
This agreement shall be non-precedent setting and shall sunset on December 31, 2022 unless mutually agreed upon by both parties to extend the agreement.

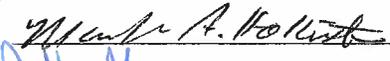
Dated this 2nd day of March, 2020.

CHIPPEWA COUNTY:


Randy Scholz, County Administrator

FOR THE ASSOCIATION:


Cheryl Vonderheid, WPPA/LEER


Mark A. Hollibaugh



Cheryl Vonderheid

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 2/2-3/2-2/3 schedule, 3:00 p.m. to 3:00 a.m. shift as defined in that certain Letter of Understanding between the parties dated 3-7-2020, regarding 12 hour shifts (the "12 Hour Shift LOU"), a copy of which is attached hereto and incorporated herein. 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 the 12 Hour Shift LOU.
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 K-9 Deputy shall accrue benefits as a 2/2-3/2-2/3 employee.
8. The employee assigned shall continue to accrue seniority in the Patrol classification and shall receive all pay and remuneration in step with classification.

This side letter agreement shall be non-precedent setting and shall sunset on the expiration date of the successor collective bargaining agreement of the parties, unless mutually agreed upon by both parties to extend this side letter agreement.

Dated this 2nd day of March, 2020.

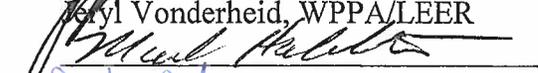
CHIPPEWA COUNTY:

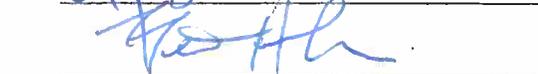


Randy Scholz, County Administrator

FOR THE ASSOCIATION:



Cheryl Vonderheid, WPPA/LEER


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 Drug Officer assignment shall accrue benefits as a 5/2-5/2 employee.
7. 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.
8. This agreement shall be non-precedent setting and shall sunset on December 31, 2022 unless mutually agreed upon by both parties to extend the agreement.

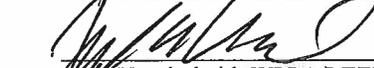
Dated this 2nd day of March, 2020.

CHIPPEWA COUNTY:



Randy Scholz, County Administrator

FOR THE ASSOCIATION:



Jeff Vonderheid, WPPA/LEER






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 Courthouse Security Officer assignment shall accrue benefits as a 5/2- 5/2 employee.
7. 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, 2022 unless mutually agreed upon by both parties to extend the agreement.

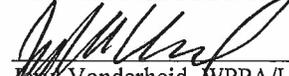
Dated this 2nd day of March, 2020.

CHIPPEWA COUNTY:



Randy Scholz, County Administrator

FOR THE ASSOCIATION:



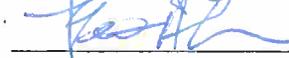
Jeff Vonderheid, WPPA/LEER



Michael Hall



Chad Kowalski



[unclear]

1 **ARTICLE 9 - PAYROLL**

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

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

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

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

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

15
16 **ARTICLE 10 - WORK CURTAILMENT**

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

22
23 **ARTICLE 11 - NEW POSITIONS**

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

28
29 **ARTICLE 12 - UNION BUSINESS**

30 The Union agrees to conduct its business off the job, except as hereinafter provided. This
31 Article shall not operate in any manner that would prevent a steward from the proper investigation
32 and processing of any grievance in accordance with the procedures outlined in this Agreement, or to

1 prevent certain routine, reasonable business such as the posting of Union notices or bulletins. The
2 Union agrees that a Union Steward or his/her designee shall notify his/her supervisor or designee
3 before he/she attends to Union business and upon returning to his/her normal duties.

4
5 **ARTICLE 13 - WORK WEEK, HOURS OF WORK AND OVERTIME**

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

12 Section 2 - Break Period: Each full time patrol officer and investigator shall be allowed two
13 (2) fifteen minute breaks. Said breaks shall be taken at approximately the midway point of each half
14 day as scheduled by the Department Head or Supervisor.

15 Section 3 - Call In Pay: A minimum of two (2) hours payable at the rate of time and one-half
16 (1½) pay shall be granted to any employee who is required to and reports for duty outside his or her
17 regular schedule of hours. Required appearances for court, conferences with the district attorney's
18 office, departmental meetings, training sessions or schooling shall be considered time worked. This
19 section is not applicable to any time contiguous to an employee's regular work schedule. This
20 section is also not applicable to time spent by an employee performing social media tasks on behalf
21 of the department.

22 Section 4 - Overtime:

23 A. Compensation: All hours worked in excess of, or outside of, the normal work day or
24 work schedule shall be approved in advance by the Sheriff or his/her designee, and shall be
25 compensated for in pay or compensatory time at one and one-half (1-1/2) times the prevailing rate.
26 Employees may earn compensatory time for additional hours worked, in lieu of pay, at the
27 employee's option, except that employees may not accrue compensatory time for hours worked at
28 music festivals or for any contracted services that are billed back by the department at 100%. Use of
29 accrued compensatory time shall be with the prior approval of the Sheriff or his/her designee.
30 Accrual and use of compensatory time shall be as follows:

31 1. Employees shall be able to accrue up to 80 (85 for those working the 5-2,5-3
32 rotation) hours of compensatory time in any calendar year;

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

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

9
10 The parties agree that the above provisions of Section 4 (B) are interpreted as follows:

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

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

18 Section 5 - Work Schedule: The work schedule for all employees except Investigators shall
19 be five (5) days on duty followed by two (2) days off duty followed by five (5) days on duty
20 followed by three (3) days off duty (5-2, 5-3) and then repeating the cycle. The work schedule for
21 Investigators shall be five (5) days on duty followed by two (2) days off duty and then repeating the
22 cycle. The normal work day for employees working the 5-2, 5-3 cycle shall consist of eight and one-
23 half (8½) consecutive hours including a ½ hour paid lunch. A 5-2 cycle shall consist of 8
24 consecutive hours with a ½ hour paid lunch.

25 For the 5-2, 5-3 cycle, regular/normal shifts for employees shall be as follows:

- 26
27 A. Patrol
28 6:45 a.m. - 3:15 p.m.
29 11:00 a.m. - 7:30 p.m.
30 2:45 p.m. - 11:15 p.m.
31 7:00 p.m. - 3:30 a.m.
32 10:45 p.m. - 7:15 a.m.

1 B. Investigators will work an eight (8) hour day to commence no earlier than 0600 hours
2 and no later than 1200 hours on a normal basis. If management decides to have a regular shift start
3 at any time other than 0800 to 1600 hours or any days other than Monday through Friday, unless
4 special abilities or circumstances prohibit it, shifts shall be picked by seniority within the
5 classification. Management reserves the right (and the Association agrees) under conditions of
6 emergency, or other exigent circumstances, hours or days of work may be varied to fulfill the
7 mission of the Sheriff's Department. In those cases, hours or days will be whatever management
8 deems necessary without any regard to starting times or days. It is further agreed, however, that
9 such exceptions will be only for limited periods of time during which the above-mentioned
10 emergencies, or other exigent circumstances exist.

11
12 NOTE: The Sheriff may, from time to time, in cases of emergency, adjust the above shift
13 starting time by as much as fifteen (15) minutes; provided that, the employee's regular shift shall
14 remain at 8½ consecutive hours.

15 C. Shift selection. Shift selection for 5-2, 5-3 rotation shifts shall be posted two times
16 per year: in October for January through June; in April for July through December. These shifts
17 shall be effective on the first day of the pay period in those months. Selection for these shifts shall,
18 for non-probationary employees, be determined on a seniority basis. The senior employee shall have
19 five (5) days to make his or her shift selection. Failure to make this selection within the designated
20 five (5) days shall move that employee to the bottom of the shift selection list. The employer
21 reserves the right to assign 20 percent (no rounding up) of non-probationary staff to shifts for
22 training purposes. The employee assigned to a different shift shall displace the least senior
23 employee on the shift and remain on the newly assigned shift for no longer than the duration of the
24 shift pick.

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

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	.0770	6.16	160
Level 2	5-less than 10	.0867	6.93	180
Level 3	10-less than 15	.0963	7.70	200
Level 4	15-less than 20	.1155	9.24	240
Level 5	20 and greater	.1348	10.78	280

1

2 Movement to Higher Multiplier

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

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

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

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

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

25 Section 7: Scheduled Absences: Scheduled PTO must be requested as defined in Section 5:
26 Scheduled PTO Selection and with a minimum of a 24 hours' notice to be considered Scheduled
27 PTO. Employee PTO requests of less than 24 hours' notice shall be classified as Unscheduled PTO.

1 The Sheriff or designee may approve and classify the absence as Scheduled PTO on a case by case
2 basis, with the Sheriff or designee having full authority to approve or deny said request.

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

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

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

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

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

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

24 Section 11: Coordination with Worker's Compensation: The employee may use accrued
25 Scheduled PTO to compensate for time lost that is not reimbursed by workers' compensation.
26 Subject to ARTICLE 23 – WORKER'S COMPENSATION, Section 2, Coordination of Benefits,
27 PTO benefits accrual shall be prorated on a per hour basis for all unpaid time and time not worked.

28 Section 12: Unpaid Time: With the exception of qualified Wisconsin and Federal FMLA
29 leave, an employee may not take unpaid leave until such time that the employee's PTO bank has
30 been exhausted. At no time shall an employee be authorized to carry a negative PTO balance. In the
31 event an employee has an insufficient PTO balance to cover an absence for any reason, the employee

1 will immediately revert to unpaid time. In the event an employee unilaterally uses unpaid time
2 without prior authorization, the employee may be subject to disciplinary action.

3 Employees on unpaid status shall not accrue PTO on the unpaid time and all other benefits
4 shall be prorated, with the exception of ARTICLE 23 – WORKER’S COMPENSATION, Section 2,
5 Coordination of Benefits.

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

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

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

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

18 Following are definitions for terms used in this Section:

19 A. Qualified Separation is defined as follows:

- 20 1. Resignation or retirement from employment with Chippewa County with
21 advanced written employee notice as defined in the contract.
- 22 2. Permanent layoff from employment.
- 23 3. Discharge from employment when the employee has 1 or more years of
24 continuous years of service with the County based on most recent date of hire unless the employee is
25 discharged for misconduct. Misconduct is defined as intentional and substantial disregard of or
26 intentional and unreasonable interference with the employer’s interests.
- 27 4. County employee who becomes an elected official for the County.

28 B. Misconduct is defined as intentional and substantial disregard of or intentional and
29 unreasonable interference with the employer’s interests.

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

31 D. Employee Notice: For the purposes of employee notice, the following definitions
32 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.

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

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

6 Section 18: Annual PTO Rewards Program: Each PTO year starts after the last pay period in
7 December where employees will be rewarded for low non-scheduled PTO absences as follows:

8 A. At the beginning of the PTO year each full-time employee shall be credited with 24.0
9 hours of time.

10 B. During the PTO year, any Unscheduled PTO taken shall reduce the number of hours
11 to be credited to the Annual PTO Rewards Program hour for hour, to a maximum of 24.0.

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

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

18
19 **ARTICLE 16 – CATASTROPHIC ILLNESS BANK**

20 Section 1: Purpose: The Catastrophic Illness Bank may be used should the employee have
21 a catastrophic illness and exhaust all other time available. The days may be used for the
22 employee's illness only. The purpose of this article is to provide employees, with a Catastrophic
23 Illness (CI) bank, guidelines on how to utilize these hours should an employee medical related
24 event require their absence upon depletion of their PTO. Effective on the date immediately prior
25 to the date of ratification of the successor collective bargaining agreement by the parties,
26 employees will no longer accrue hours into the CI bank. The hours that are in the CI bank as of
27 12/31/2017 will be frozen and no additional hours may be accrued.

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

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

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

1 and

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

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

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

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

12 Section 6: Restrictions:

- 13 A. Use of the CI hours may only occur upon exhaustion of PTO.
14 B. Hours in the CI bank will not be paid out at termination or death.
15 C. Use of CI hours is limited to an employee's own medical situation.
16 D. An employee may not donate CI hours to a third party.

17

18 **ARTICLE 17 - EMERGENCY LEAVE**

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

26

27 **ARTICLE 18 - JURY DUTY**

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

1 jury duty compensation until the employee remits to the County the payment received for jury duty
2 from the Court.

3
4 **ARTICLE 19 - RETIREMENT**

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

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

11
12 **ARTICLE 20 - INSURANCE**

13 Section 1 - Health Insurance: For all employees, health insurance premiums will be prorated
14 on a per-hour basis. No payment of health insurance premiums shall be earned for time off without
15 pay, unless otherwise specified in this agreement. Upon termination of employment with Chippewa
16 County, however, coverage will continue until the end of the month at no additional premium cost to
17 the employee.

18 Premium contributions are distributed as follows:

	2020	2021	2022
Employee Contribution	10.00%	10.00%	10.00%
Employer Contribution	90.00%	90.00%	90.00%

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

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

1 **ARTICLE 21 - MEETINGS AND SCHOOLS**

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

8
9 **ARTICLE 22 - CLOTHING ALLOWANCE**

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

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

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

18
19 **ARTICLE 23 - WORKER'S COMPENSATION**

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

22 Section 2. Coordination of Benefits: In the event an employee is receiving benefits under the
23 Worker's Compensation Act for Injuries sustained while on the job, the County shall continue to
24 provide all employee benefits, subject to the following limitations and/or conditions:

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

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

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

1 thirty (30) days after the notice required in "A" above. However, this time limitation may be
2 waived, in writing, by mutual consent of the parties in agreement.

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

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Dated this 2nd day of March, 2020

CHIPPEWA COUNTY

By: Randy Scholz
Randy Scholz, County Administrator

WISCONSIN PROFESSIONAL POLICE
ASSOCIATION

By: Jeryl Vonderheid
Jeryl Vonderheid
Mark Hall
Ch...
...

EXHIBIT 1

Appendix Wage Schedule

2020 Wage Schedule - Effective January 1, 2020

	Hire	1	2	3	4	5	6
Investigator 2.50%	\$ 26.58	\$ 27.16	\$ 27.80	\$ 28.41	\$ 29.04	\$ 29.62	\$ 30.25
Patrol Officer 2.50%	\$ 24.45	\$ 25.07	\$ 25.66	\$ 26.29	\$ 26.89	\$ 27.49	\$ 28.07

2021 Wage Schedule - Effective January 1, 2021

	Hire	1	2	3	4	5	6
Investigator 3.50%	\$ 27.51	\$ 28.11	\$ 28.77	\$ 29.40	\$ 30.06	\$ 30.66	\$ 31.31
Patrol Officer 3.50%	\$ 25.31	\$ 25.95	\$ 26.56	\$ 27.21	\$ 27.83	\$ 28.45	\$ 29.05

2022 Wage Schedule - Effective January 1, 2022

	Hire	1	2	3	4	5	6
Investigator 3.50%	\$ 28.47	\$ 29.09	\$ 29.78	\$ 30.43	\$ 31.11	\$ 31.73	\$ 32.41
Patrol Officer 3.50%	\$ 26.20	\$ 26.86	\$ 27.49	\$ 28.16	\$ 28.80	\$ 29.45	\$ 30.07

FTO Rate - \$0.57/ hour

LETTER OF UNDERSTANDING

Between

CHIPPEWA COUNTY

And

WISCONSIN PROFESSIONAL POLICE ASSOCIATION

The Wisconsin Professional Police Association, on behalf of its affiliate, Local No. 239, Chippewa County Deputy Sheriff's Association (the "Association") hereby enters into the following Letter of Understanding (LOU) with Chippewa County (the "County") regarding substitution of employee paid leave benefits for employee utilization of federal FMLA leave:

WHEREAS, the County and the Association are parties to a collective bargaining agreement dated March 2, 2020 and effective from January 1, 2020 through December 31, 2022 (the "CBA"); and

WHEREAS, Article 15, Section 10 of the CBA provides that employees must substitute paid leave for any federal FMLA qualifying leave, but does not specify whether an employee must substitute all paid leave or only a specified amount; and

WHEREAS, Chapter 2, Section 6.i. of the Chippewa County Human Resource Policy (the "HR Policy") specifies that Chippewa County general municipal employees may be allowed to maintain up to approximately 40 hours of paid time and still qualify for utilization of federal FMLA qualifying leave; and

WHEREAS, the parties mutually agree that the HR Policy language provides clarification and equity to the current language in Article 15, Section 10 of the CBA;

NOW, THEREFORE, the parties agree as follows:

1. That the following language shall be inserted in Article 15, Section 10 of the CBA to provide clarity for both parties and equity for WPPA bargaining unit employees:

ARTICLE 15 – PAID TIME OFF (PTO)

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 which 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.

2. That this LOU shall not be precedent-setting; and
3. That the above-referenced language shall be inserted in Article 15, Section 10 of the successor collective bargaining agreement between the parties.
4. That upon execution by the parties, this LOU shall be effective, and relate back to, January 1, 2020, and shall terminate upon ratification and approval of the successor collective bargaining agreement between the parties.

CHIPPEWA COUNTY:

By: Randy Scholz
Randy Scholz, County Administrator

Date: 3-11-2020

WPPA/LEER and CCDSA

By: Jeryl Vonderheid 3-10-2020
Jeryl Vonderheid, WPPA/LEER Business Agent

Date: 3-10-2020

By: [Signature]
Date: 3-10-2020

By: Mandi Hatt
Date: 3/10/20

By: [Signature]
Date: 3/10/20