

WASHBURN COUNTY BOARD OF SUPERVISORS AGENDA

November 13, 2018

9:00 a.m.

County Board Room, Elliott Building, Shell Lake, Wisconsin

PLEASE NOTE THAT THIS IS A DAYTIME MEETING.

1. Call Meeting to Order – Chair Mackie
2. Moment of Silent Meditation and Pledge of Allegiance – Supv. Masterjohn
3. Notice of Meeting - County Clerk Olson
4. Roll Call – County Clerk Olson
5. Approval of September 18, 2018 County Board Proceedings
6. Concerned Citizens
7. Resolution for 2018 Tax Levy and 2019 Budget – Supv. Sather
8. Resolution in Recognition of Ken Schultz Property Donation
9. Resolution in Recognition of Web Macomber, Zoning Administrator
10. Annual Tourism Report – Michelle Martin, Exec. Director, Washburn County Tourism
11. Youth Government Day Introduction – Chair Mackie
12. CVSO Annual Report – Lisa Powers, Veterans Service Officer
13. **Consent Agenda Resolutions:**
 - A. Rezone Petitions and Amendatory Ordinances
 - B. Resolution Requesting Increased Funding and Oversight Reforms for Wisconsin’s Child Protective Services Program
 - C. Resolution Designating Public Depository and Authorizing Withdrawal of County Moneys – CCF Bank
14. **Other Resolutions and Ordinances:**
 - A. Resolution to Adopt ATV Route Ordinance for Portion of Hwy D for Township of Long Lake – Supv. Thompson
 - B. Resolution to Increase the 2018 Highway Dept Budget due to State PBM Over-Recovery Dollars – Supv. Sather
 - C. Ratification of the 2019 Sheriff Deputies Local 225 Labor Agreement – Supv. Wilson
 - D. Resolution to Approve New RSVP Van Driver Position – Supv. Wilson
 - E. Resolution Updating Drug/Alcohol Prevention Resolution 30-88 – Supv. Wilson
 - F. 2018 County Forest Variable Acreage Share Payments - Supv. Dohm
 - G. 2018 County Forest Work Plan - Supv. Dohm
 - H. Resolution Regarding Aquatic Invasive Species Grant – Supv. Sather
15. Committee Reports
16. Chair Appointments – Charles (Chuck) Warner to HHS Board; Sandra Mackie to NWLS Board
17. Citizen Comments
18. Chair Comments
19. Possible Future Agenda Items
20. Audit Per Diems
21. Adjourn

Respectfully submitted this 8th day of November 2017
Lolita Olson, County Clerk

Copy via Email: County Clerk; Department Heads; News Media. Individuals with qualifying disabilities under the Americans with Disabilities Act, in need of accommodations, should contact the County Clerk’s office at 468-4600 at least 24 hours prior to the meeting.

WASHBURN COUNTY BOARD OF SUPERVISORS MINUTES

September 18, 2018

6:00 p.m.

County Board Room, Elliott Building, Shell Lake, Wisconsin

1. Call Meeting to Order at 6:00 p.m. by Chair Mackie.
2. Moment of Silent Meditation and Pledge of Allegiance was lead by Supv. Masterjohn.
3. Notice of Meeting was read by County Clerk Olson.
4. Roll Call was done by County Clerk Olson. All board members present: (21); Youth: (1) Tolene.
5. Approval of August 21, 2018 County Board Proceedings on motion by Wilson, 2nd by Masterjohn with noted correction to heading.
6. Concerned Citizens – none at this time.
7. Introduction of Linda Hand, Washburn County Aging/ADRC Director – Supv. Bob Olsgard introduced Linda Hand; Linda spoke about her background and history and reviewed some of the services being provided to residents.
8. Presentation by Mike Spafford, F.I.S.H. (Friends Into Spooner Hatchery) – Mike distributed handouts describing the efforts undertaken by FISH for the project scope and background, which is to renovate the vintage building. Current cash balance for this local project is over \$23,000 with a goal of \$125,000 which would benefit tourism and educational opportunities for Washburn County. The request will be discussed further at the upcoming budget hearings.
9. **Consent Agenda** approved on motion by Wilson, 2nd by Masterjohn; MC.
 - A. Rezone Petition and Amendatory Ordinance
 - B. **Resolution 73-18 to Update Language on B-4 Policy**

10. Other Resolutions and Ordinances

- A. **Resolution 74-18 to Approve County Forest Land Purchase – Bjelland Acquisition** – Motion to approve by Quinn, 2nd by Dohm. Grant through Knowles-Nelson Stewardship program has been secured for a 50/50 match. Mike Peterson, Forest Administrator, reviewed the benefit to both the public and the county. Roll Vote: Yes (20), No (1) Quinn; Youth: Yes (1); MC.
- B. **Resolution 75-18 to Approve County Forest Land Purchase – Wolf Springs Acquisition** – Motion to approve by Dohm, 2nd by Kessler. Clint Stariha spoke against the purchase. Mike Peterson discussed acreage and history of the parcel. This parcel does not have much for forestry, but the county also provides public recreation and there is a lot of support from residents for the county to acquire and protect this parcel. There is a flowage compliance issue in that if this parcel goes to a private party they would have to bring the property into compliance prior to sale; the county could acquire the property with the contingency that a waiver is allowed prior to closing. The current owners are retaining 120 acres. Primary focus is for the public recreation aspect and the acreage put in will increase our annual allowable cut goals. An engineer had been hired to review the dam compliance issue; the county would remove, via a grant, the more costly dam while leaving the upper flowage. Supv. Radzak stated that he is in favor of the sale; the owner approached us as they want the acreage to be maintained for the public. Roll Vote: Yes (14), No (7) Kessler, Graber, Wilson, Wood, Haessig, Quinn, Stariha; Youth: Yes (1); MC.
- C. **Resolution 76-18 to Amend the 2018 Soil & Water Budget** – Motion to approve by Sather, 2nd by Masterjohn. Roll Vote: Yes (21), No (0); Youth: Yes (1); MC.
- D. **Resolution 77-18 to Transfer Capital Project Funds to New Washburn County Government Center Building Capital Project Fund for 2018** – Motion to approve by Sather, 2nd by Dohm. These dollars will be repaid with the upcoming bonding/financing. Roll Vote: Yes (20), No (1) Graber; Youth: Yes (1); MC.
- E. **Resolution 78-18 Approving New Position of Zoning Technician for 2018 Budget** – Motion to approve by Wilson, 2nd by Haessig. Steve Smith expressed concern about having the position of

Zoning Assistant Administrator vacated without specifically removing that position. Motion carried by voice vote with one naye – S. Smith.

- F. **Resolution 79-19 Approving New County AODA Position** – Motion to approve by Wilson, 2nd by Graber. This changes the position from a contracted one to that of a county employee. Roll Vote: Yes (21), No (0); Youth: Yes (1); MC.
 - G. **Resolution 80-18 Approving Purchase of Larson Property** – Motion to approve by Wilson, 2nd by Quinn. Supv. Sather indicated that this will be coming from fund 405. Stariha asked if there was a maximum expenditure. Supv. Thompson indicated there was a discussion with Mr. Solum in closed session regarding the negotiations. The building needs to be demolished and filled in for spring construction. Masterjohn recused himself from the discussion and vote. Roll Vote: Yes (19), No (1) Graber, Recused (1) Masterjohn; Youth: Yes (1); MC.
11. Committee Reports – Finance – Budget Hearings start October 1st; HHS – no mtg this month; IT – worked on budget; Personnel – B-4, goal is to hear changes for policies once annually vs multiple times; AG/LCC – no mtg, prep of budget; Forestry – land sale, looking forward to new Forestry building, Highway – summer projects/weather good, some damage on Minong dam that was not fixed in the recent rebuild – will try to fix the surfacing (gunite) on dam for now; Law Enforcement – continue review of funding of new fire number signs; shelter for the emergency trailer should be built within the next few weeks; Public Property – property acquisitions are underway; sidewalk project and other improvements are ongoing; Solid Waste – in the process of finishing township cleanup, \$2200 this year and going well; UWEXT – fully staffed and things are going well; Veterans – no mtg this month yet, positive comments received from veterans served; Aging/ADRC – met new director, approved 2019-2023 public transit, human services transportation coordination plan, Cody Camrowski from NWRPC put a lot of work into this plan; Zoning – transition is anticipated to be smooth and will have a positive impact; hearing coming up next week re: non-metallic mining in Stinnett township (moving topsoil); Transit Commission – nothing at this time; Ad Hoc Building – as soon as we acquire the Larson property we will be bidding out the demolition yet this year.
 12. Chair Appointments - none
 13. Citizen Comments - none
 14. Chair Comments – none; Chris Thompson commented that, since we are fully committed to the Shell Lake project, he would like to see the property in Spooner go up for sale.
 15. Possible Future Agenda Items
 16. Audit Per Diems on approval by Masterjohn, 2nd by Dohm; MC.
 17. Adjourn at 7:20 p.m. on motion by Masterjohn, 2nd by Dohm; MC.

Respectfully submitted this 2nd day of October, 2018.
Lolita Olson, County Clerk

RESOLUTION #

Resolution for 2018 Tax Levy & 2019 Budget

BE IT RESOLVED, by the Washburn County Board of Supervisors, in regular annual session assembled, that there be and hereby is levied against all taxable property of the County of Washburn the sum of \$0 as State Forestry Mill Tax (removed as part of 2017-2019 state biennial budget), and

BE IT FURTHER RESOLVED, by the Washburn County Board of Supervisors, in regular session assembled, that there be and hereby is levied against all taxable property of the County of Washburn the sum of \$10,831,073 for County purposes as specifically enumerated in the 2019 Budget.

COUNTY FISCAL IMPACT: \$10,831,073

County mill rate: 4.386 per \$1,000.00 of equalized valuation; Equalized Value of \$2,469,716,400.

Recommended for adoption by the Washburn County Finance Committee this 4th day of October, 2018.



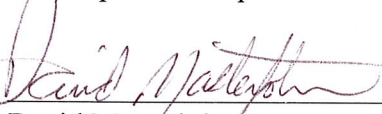
Steven Sather, Chairman



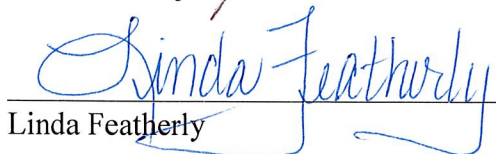
David Haessig, Vice-Chair



Christopher Thompson



David Masterjohn



Linda Featherly

PAGE RESERVED FOR AGENDA ITEM #8

PAGE RESERVED FOR AGENDA ITEM #9

RESOLUTION # ____

RESOLUTION REQUESTING INCREASED FUNDING AND OVERSIGHT REFORMS FOR WISCONSIN'S CHILD PROTECTIVE SERVICES PROGRAM

WHEREAS, the Wisconsin child welfare system is county-operated and state-supervised, except Milwaukee County, where the system is administered by the Wisconsin Department of Children and Families (DCF), Division of Milwaukee Child Protective Services (DMCPS); and

WHEREAS, DCF provides insufficient funding to counties for the provision of child abuse and neglect services including prevention, investigation, treatment, and out-of-home placement costs, though the state has primary responsibility for compliance with federal requirements and shares liability for ensuring the system is meeting its obligations to children and families in all 72 counties; and

WHEREAS, in recent years the state of Wisconsin added numerous mandates and practice expectations which increased county child protective services (CPS) workload and costs; and

WHEREAS, the opioid and methamphetamine epidemics have brought Wisconsin's child welfare system to a point of crisis, with increasing concern about the system's ability to meet its obligations to children and families; and

WHEREAS, the capacity for counties to continue to bear the lion's share of financial responsibility to address this crisis has been exhausted, as rising county contributions to the CPS system have far outpaced increases to the DCF Children and Family Aids allocation and counties have used reserve funding to cover CPS expenses and increase staffing; and

WHEREAS, maintaining sufficient resources for Wisconsin's child welfare system is critical to secure the safety and future of our most vulnerable children; and

WHEREAS, without a proportional increase in the DCF Children and Family Services allocation, the CPS system has been stressed for over a decade, causing caseloads for CPS workers to grow to unreasonable levels, contributing to high levels of staff turnover in some counties and an overrun of out-of-home care costs above what counties can sustain within available resources; and

WHEREAS, Wisconsin's CPS system leaves significant gaps in state-level oversight for all counties except Milwaukee County, including the absence of caseload standards, no process for regular legislative evaluation and prioritization of CPS needs and the absence of a legislative committee that provides regular policy guidance concerning CPS system issues such as adequate funding, performance, cost sharing and long-term stability; and

WHEREAS, along with DMCPS, all eleven of Wisconsin's peer states with county-administered CPS systems have either adopted caseload standards for CPS caseworkers, completed thorough workload studies as a basis of determining funding needs, or otherwise have made significant recommendations related to keeping CPS workloads manageable; and

WHEREAS, the children within Wisconsin's CPS system are too important to allow the current level of under resourcing, oversight gaps and, disparity of attention, while shifting the burden to property taxpayers.

NOW, THEREFORE, BE IT RESOLVED that the Washburn County Board of Supervisors does hereby request that the state of Wisconsin increase the Children and Family Aids Allocation to counties in the 2019-21 state biennial budget by \$30 million annually in order to cover a greater share of out-of-home care costs and increase staffing levels based on the caseload standards developed by the Wisconsin County Human Services Association (WCHSA) so Wisconsin's CPS system can meet its obligations; and

BE IT FURTHER RESOLVED that the Wisconsin Counties Association urges the state of Wisconsin to close critical oversight gaps by creating legislative mechanisms to review the CPS resource needs of all counties as part of the biennial budget process and ensure an appropriate committee provide ongoing policy guidance to respond to emerging CPS trends and ongoing system needs; and

BE IT FURTHER RESOLVED that a copy of this resolution be sent to Governor Scott Walker, Department of Children and Families Secretary Eloise Anderson, Department of Administration Secretary Ellen Nowak, area legislators, and the Wisconsin Counties Association.

NO FISCAL IMPACT

APPROVED BY THE WASHBURN COUNTY BOARD OF SUPERVISORS THIS ___ DAY OF NOVEMBER, 2018.

Thomas Mackie, County Board Chair

W.B.A

100 (3/02)

11024

Prepare and intended for use by commercial banks in transactions governed by Wisconsin Law.

RESOLUTION DESIGNATING PUBLIC DEPOSITORY AND AUTHORIZING WITHDRAWAL OF COUNTY, CITY, VILLAGE, TOWN OR SCHOOL DISTRICT MONEYS

(Not for use by City or County of Milwaukee)

COUNTY OF WASHBURN

(Municipality)

Wisconsin

RESOLVED, that Citizens Community Federal (the "Bank"), qualified as a public depository under Ch. 34, Wis. Stats., is hereby designated as a depository in which the funds of this Municipality may from time to time be deposited; that the following described account(s) be opened and maintained in the name of this Municipality with the Bank subject to the rules and regulations of the Bank from time to time in effect; that the person(s) and the number thereof designated by title opposite the following designation of account(s) is hereby authorized, for and on behalf of this Municipality, to sign order checks as provided in 66.0607 (3), Wisconsin Statutes, for payment or withdrawals of money from said account(s) and to issue instructions regarding the same and to endorse for deposit, negotiation, collection or discount by Bank any and all checks, drafts, notes, bills, certificates of deposit or other instruments or orders for the payment of money owned or held by said Municipality; that the endorsement for the deposit may be in writing, by stamp, or otherwise, with or without designation of signature of the person so endorsing; and that any officer, agent or employee of this Municipality is hereby authorized to make oral or written requests of the Bank for the transfer of funds or money between accounts maintained by the Municipality at the Bank.

Table with 3 columns: Name or Type of Account, Number of Signatures Required, and Type or Print Titles of Authorized Persons. It lists four accounts: COUNTY OF WASHBURN GENERAL ACCOUNT, COUNTY OF WASHBURN PAYROLL ACCOUNT, COUNTY OF WASHBURN PARKS ACCOUNT, and COUNTY OF WASHBURN CDBG ACCOUNT, each requiring 3 signatures and authorized by the County Board Chair.

This Resolution includes all of the provisions on the reverse side.

This is to Certify, that the foregoing is a true and correct copy of resolutions duly and legally adopted by the governing body of the Municipality at an open legal meeting held on the ___ day of ___ and said resolutions are now in full force and effect.

Signed and sealed this ___ day of ___

(NO) * SEAL

(Clerk)

The undersigned member of the governing body not authorized to sign order checks certifies that the foregoing is a correct copy of a resolution passed as therein set forth.

Title: _____

IMPORTANT

This Form, together with Signature Card WBA 101, applies to all counties, cities, villages, towns and school districts except the County of Milwaukee and the City of Milwaukee. For Milwaukee County see 66.0607(2) Wisconsin Statutes, and for the City of Milwaukee, see 66.0607(5), Wisconsin Statutes.

Use Forms WBA 102 and 103 for Public Depository Accounts of all other public entities.

Facsimile signatures are permitted on checks drawn against these accounts, in accordance with 66.0607(3), Wisconsin Statutes.

The original and one copy of this resolution is for the depository bank, and, if the treasurer is under Corporate Surety, one copy is for the Surety Company, with a copy to be retained by the local clerk.

W.B.A

100 (3/02)

11024

Prepare and intended for use by commercial banks in transactions governed by Wisconsin Law.

RESOLUTION DESIGNATING PUBLIC DEPOSITORY AND AUTHORIZING WITHDRAWAL OF COUNTY, CITY, VILLAGE, TOWN OR SCHOOL DISTRICT MONEYS

(Not for use by City or County of Milwaukee)

COUNTY OF WASHBURN

(Municipality)

Wisconsin

RESOLVED, that Citizens Community Federal (the "Bank"), qualified as a public depository under Ch. 34, Wis. Stats., is hereby designated as a depository in which the funds of this Municipality may from time to time be deposited; that the following described account(s) be opened and maintained in the name of this Municipality with the Bank subject to the rules and regulations of the Bank from time to time in effect; that the person(s) and the number thereof designated by title opposite the following designation of account(s) is hereby authorized, for and on behalf of this Municipality, to sign order checks as provided in 66.0607 (3), Wisconsin Statutes, for payment or withdrawals of money from said account(s) and to issue instructions regarding the same and to endorse for deposit, negotiation, collection or discount by Bank any and all checks, drafts, notes, bills, certificates of deposit or other instruments or orders for the payment of money owned or held by said Municipality; that the endorsement for the deposit may be in writing, by stamp, or otherwise, with or without designation of signature of the person so endorsing; and that any officer, agent or employee of this Municipality is hereby authorized to make oral or written requests of the Bank for the transfer of funds or money between accounts maintained by the Municipality at the Bank.

Table with 3 columns: Name or Type of Account, Number of Signatures Required, and Type or Print Titles of Authorized Persons. It lists four account types: COUNTY OF WASHBURN PAYROLL TAX ACCOUNT, COUNTY OF WASHBURN FLEXIBLE SPENDING ACCOUNT, and two blank entries, each requiring 3 signatures and authorized by the County Board Chair.

This Resolution includes all of the provisions on the reverse side.

This is to Certify, that the foregoing is a true and correct copy of resolutions duly and legally adopted by the governing body of the Municipality at an open legal meeting held on the ___ day of ___ and said resolutions are now in full force and effect.

Signed and sealed this ___ day of ___

(NO) * SEAL

(Clerk)

The undersigned member of the governing body not authorized to sign order checks certifies that the foregoing is a correct copy of a resolution passed as therein set forth.

*(Strike if not applicable)

Title: _____

IMPORTANT

This Form, together with Signature Card WBA 101, applies to all counties, cities, villages, towns and school districts except the County of Milwaukee and the City of Milwaukee. For Milwaukee County see 66.0607(2) Wisconsin Statutes, and for the City of Milwaukee, see 66.0607(5), Wisconsin Statutes.

Use Forms WBA 102 and 103 for Public Depository Accounts of all other public entities.

Facsimile signatures are permitted on checks drawn against these accounts, in accordance with 66.0607(3), Wisconsin Statutes.

The original and one copy of this resolution is for the depository bank, and, if the treasurer is under Corporate Surety, one copy is for the Surety Company, with a copy to be retained by the local clerk.

Resolution # _____

Wasburn County Board of Supervisors

All - Terrain Vehicle Route Ordinance

The Washburn County Board of Supervisors adopts the following all - terrain vehicle route for the operation of all -terrain vehicles on CTH D in the Township of Long Lake:

WHEREAS: The Highway Committee has made a finding that a portion of CTH D from Lapcinski Road east 1 mile to Burma Road be designated as an ATV Route and;

WHEREAS: The Highway Committee will review this agreement annually and revoke it if issues arise;

NOW THEREFORE, BE IT ORDAINED that CTH D in the Township of Long Lake from Lapcinski Road to Burma Road be designated as an ATV Route.

Recommended for adoption this _____ day of _____, 2018

Highway Committee

Christopher Thompson, Chairperson

Hank Graber, Vice Chair

Romaine Quinn

Sandy Johnson

Tim Kessler

RESOLUTION # _____

**RESOLUTION TO INCREASE THE 2018 HIGHWAY DEPARTMENT
BUDGET DUE TO STATE PBM OVER RECOVERY DOLLARS**

Whereas, the Washburn County Highway Department participates in State PBM programs (Performance Based Maintenance), and

Whereas, recently project 0118-65-21 (STH 77 Shouldering) and 0118-65-75 (STH 77 Scrub Seal) resulted in a total over recovery dollars of \$90,776.52 due to the efforts of the Highway crew with their efficient utilization of time in early completion of the project, and

Whereas, an amount of \$50,000 had already been budgeted for 2018 and had been placed in the following account: \$50,000 into 53242 (Equipment Purchase), and

Whereas, there remains an amount of \$40,776.52 of unbudgeted over recovery dollars, and

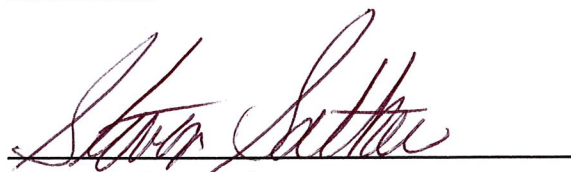
Whereas, the Highway Committee approved the purchase of two message boards for a cost of \$39,000, and

Whereas, the Highway Committee approved the remainder of \$1,776.52 be placed into the Highway fund balance.

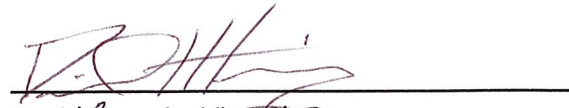
Therefore be it resolved, that the over recovery of \$40,776.52 be designated as indicated: \$39,000 to 53242 (Equipment Purchase) for two message boards; and \$1,776.52 to the highway fund balance.

Fiscal Impact: \$40,776.52

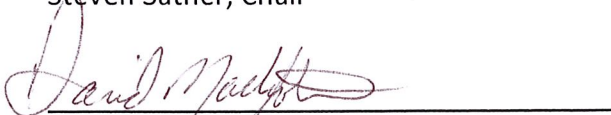
Recommended for adoption this ____ day of October 2018 by the Washburn County Finance Committee



Steven Sather, Chair



David Haessig, Vice-Chair



David Masterjohn, Member



Christopher Thompson, Member



Linda Featherly, Member

RESOLUTION # _____

RATIFICATION OF THE SHERIFF DEPUTIES LOCAL 225 LABOR AGREEMENT FOR
2019-2020

WHEREAS, the Personnel/Negotiating Committee and the Sheriff Deputies Local #225 have reached a tentative labor agreement for 2019-2020; and,

WHEREAS, Local #225 ratified this same tentative agreement;

THEREFORE BE IT RESOLVED, that the tentative agreement for 2019-2020 be ratified and incorporated in the agreement.

FISCAL IMPACT: \$ _____

RECOMMENDED FOR ADOPTION THIS _____ DAY OF _____, 2018, BY THE PERSONNEL/NEGOTIATING COMMITTEE.

David Wilson, Chair

Hank Graber, Vice Chair

David Masterjohn, Member

Romaine Quinn, Member

Jocelyn Ford, Member

Labor Agreement

between

Washburn County

and

Wisconsin Professional Police Association

Local 225 - DEPUTIES

~~2017-2018~~2019 - 2020

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 – RECOGNITION	1
ARTICLE 2 – MANAGEMENT RIGHTS.....	1
ARTICLE 3 – PROBATIONARY PERIOD	2
ARTICLE 4 – SENIORITY	2
ARTICLE 5 – LAYOFF	3
ARTICLE 6 – JOB POSTING, TRANSFER AND PROMOTIONS.....	3
ARTICLE 7 – GRIEVANCE PROCEDURE.....	4
ARTICLE 8 – SICK LEAVE	5
ARTICLE 9 – EMERGENCY LEAVE WITH PAY.....	7
ARTICLE 10 – UNION ACTIVITY	7
ARTICLE 11 – NO STRIKE AGREEMENT	8
ARTICLE 12 – FAIR SHARE AGREEMENT.....	8
ARTICLE 13 – LEAVE OF ABSENCE	9
ARTICLE 14 – MILITARY LEAVE.....	10
ARTICLE 15 – REIMBURSEMENT FOR COSTS OF TRAINING AND EDUCATION.....	10
ARTICLE 16 – UNIFORM ALLOWANCE	11
ARTICLE 17 – HOLIDAYS	11
ARTICLE 18 – VACATION.....	11
ARTICLE 19 – WORK DAY, WORK WEEK, OVERTIME.....	13
ARTICLE 20 – RETIREMENT	15
ARTICLE 21 – WORKERS' COMPENSATION	16

ARTICLE 22 – JURY DUTY.....	16
ARTICLE 23 – DISCIPLINE	16
ARTICLE 24 – HEALTH INSURANCE.....	17
ARTICLE 25 – SALARY SCHEDULE	17
ARTICLE 26 – SELF TERMINATION	18
ARTICLE 27 – SAVINGS CLAUSE	19
ARTICLE 28 – ENTIRE MEMORANDUM OF AGREEMENT	19
ARTICLE 29 – DURATION, NEGOTIATION and REOPENER PROCEDURES	19
ARTICLE 30 – MAINTENANCE OF BENEFITS.....	19
ARTICLE 31 – AMERICANS WITH DISABILITIES ACT	19
APPENDIX A – WAGES	19
LETTER OF AGREEMENT	22
<u>LETTER OF AGREEMENT</u>	223

AGREEMENT STATEMENT

This agreement made and entered into by and between Washburn County, Wisconsin, hereinafter referred to as the "County" or "Employer," and the Washburn County Law Enforcement Department Employees, Local 225, Wisconsin Professional Police Association/Law Enforcement Employee Relations Division, referred to hereinafter as the "Union," is as follows:

ARTICLE 1 – RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for all regular full-time and regular part-time deputy/patrol employees of the Washburn County Law Enforcement Department, but excluding the Sheriff, the Sheriff's wife, managerial, supervisory, confidential and all other employees for the purpose of engaging in conferences and negotiations on questions of wages, hours and conditions of employment.

ARTICLE 2 – MANAGEMENT RIGHTS

The County possesses the sole right to operate the County and all management rights repose in it, subject to the provisions of this Agreement and applicable law. These rights include but are not limited to the following:

- A. To direct all operations of the County;
- B. To establish reasonable work rules;
- C. To hire, promote, transfer, schedule and assign employees in positions within the County;
- D. To suspend, demote, discharge and take other disciplinary action against employees for just cause;
- E. To relieve employees from their duties because of lack of work or lack of funds;
- F. To maintain efficiency of County operations;
- G. To introduce new or improved methods or facilities;
- H. To change existing methods or facilities;
- I. To determine the kinds and amounts of services to be performed pertaining to County operations as well as the number of positions and kinds of classifications to perform such services;
- J. To contract for goods or services provided such action shall not result in the layoff of bargaining unit personnel;
- K. To determine the methods, means and personnel by which County operations are to be conducted;
- L. To take whatever action is necessary to carry out the functions of the County in situations of emergency.

Whether or not the Employer has been reasonable in the exercise of these management rights shall be subject to the grievance procedure.

ARTICLE 3 – PROBATIONARY PERIOD

- A. Duration: Newly hired employees shall serve a one (1) year probationary period. During the probationary period, the employees shall be subject to discipline and discharge without recourse to the grievance procedure.
- B. Benefits: Upon satisfactory completion of the probationary period, employees shall receive all rights and privileges under the working agreement computed from their starting date of employment and may be disciplined or discharged for just cause only with full recourse through the grievance procedure of the Agreement.
- C. Residency Requirement: To ensure greater exposure of law enforcement personnel throughout Washburn County all newly-hired (as of January 1, 2007) employees will need to reside within fifteen (15) miles of the boundaries of Washburn County, or within fifteen (15) miles of the boundaries of the geographic areas within Washburn County (city, village or town) to which they have been assigned, allowing them to commence and end their assigned duties from their residence and thus be available for emergencies and services in the area they reside. Newly-hired employees will have a period of six (6) months after the end of their probation to move within fifteen (15) miles of the Washburn County boundaries.

ARTICLE 4 – SENIORITY

- A. Definition: The seniority of all employees covered by the terms of this Agreement shall consist of the total calendar time elapsed since the date of original employment; however, no time prior to a discharge or quit shall be included and provided that seniority shall not be diminished by temporary layoff or leaves of absence or contingencies beyond the control of the parties to the Agreement, subject to the provisions in Section B. Part-time employees shall accrue seniority as of their date of hire as a regular part-time employee.
- B. Termination of Seniority: Seniority shall be deemed to have been terminated when:
 - 1. An employee who is able to work fails to do so for three (3) days or more unless due to circumstances beyond his or her control;
 - 2. A laid off employee fails to report to work within one (1) week of being notified by certified mail to do so;
 - 3. An employee resigns;
 - 4. An employee is not employed for two (2) years after having been laid off;
 - 5. An employee is discharged for just cause;
 - 6. An employee, on leave of absence for personal or health reasons, accepts other employment without permission of the County;
 - 7. An employee retires;
 - 8. An employee fails to report for work at the termination of a leave of absence unless there are extenuating circumstances.

- C. Promoted Employees: Any employee who is promoted to a position in the department that is outside of the bargaining unit shall not lose any seniority he or she has accumulated to the time of such promotion. An employee who leaves the bargaining unit for reasons of promotion to a position not covered by the terms and conditions of this agreement, with the Washburn County Sheriff's Department, shall have seniority frozen at the point he or she left the bargaining unit. Except that an employee who returns to the bargaining unit within six (6) months shall continue to accumulate seniority during the period out of the unit. If an employee changes classification within the collective bargaining unit, he or she shall maintain his or her total seniority from date of hire as it relates to accrual of vacation days and sick days. However, all other seniority rights shall accrue from the date of change into the new classification. The Chief Deputy position, when vacant, may be filled from the ranks of the bargaining unit.
- D. Seniority List: A seniority list shall be posted on the bulletin board and kept current by the Employer. A copy of this current seniority list shall be furnished to the Union upon request.

ARTICLE 5 – LAYOFF

- A. Procedure: Whenever it becomes necessary to lay off employees for reasons not related to their performance on the job, they shall be laid off within the following categories in the inverse order of their length of service in such categories and no full-time employee shall be laid off until all part-time employees are laid off:
 - 1. Sworn Deputies
- B. Rehiring: Whenever it becomes necessary to employ additional workers, either in vacancies or new positions, former qualified employees who have been laid off within two (2) years prior thereto shall be entitled to be re-employed in such vacancies or new positions in preference to all other persons.

ARTICLE 6 – JOB POSTING, TRANSFER AND PROMOTIONS

- A. Vacancy Defined: A vacancy shall be defined as a job opening within the bargaining unit, not previously existing or a job created by the termination of employment, promotion, or transfer of existing personnel when the Employer decides the need for such a job continues to exist.
- B. Posting Procedure: Whenever a vacancy occurs or a new job is created, it shall be posted on a bulletin board for a period of ten (10) calendar days. Each employee interested in applying for the job shall sign the notice in the space provided or shall authorize his or her designee to sign the posting. At the end of ten (10) calendar days, the notice shall be removed and the applicant shall be selected within ten (10) calendar days. The notice shall state the prerequisites for the position to be filled and said prerequisites shall be consistent with the requirements of the job classification. The employee with the greatest seniority who is able and qualified shall be given the job. If there is any difference of opinion as to the qualifications of an employee, the employee may seek adjustment under the grievance procedure. The Employer may administer valid and appropriate tests and exams to determine ability and qualifications. The parties agree that vacancies shall be offered to all interested and qualified employees covered by the terms and conditions of this agreement before other applicants are considered for the vacancy. Internal applicants must meet all criteria for the posting before they

shall be considered for the position. Unsuccessful internal candidates shall receive a written notice stating the reasons they were not considered for the position.

- C. Trial Period: Employees who receive a posted job shall be considered on trial for a period of one (1) year. During this trial period, the employee shall receive quarterly evaluations of his or her progress. Should the employee not qualify, and/or if the employee should desire, he or she shall be reassigned to his or her former position without loss of seniority. Such reassignment may occur at any point during the trial period. The parties mutually agree that employees on entry-level probation shall not be allowed to post for vacant bargaining unit positions.

Regular part-time employees, who have successfully passed entry level probation as regular part-time employees, who apply for and receive a regular full-time position which is in the same classification as their current regular part-time position, shall be required to serve a trial period as a result of their appointment to a regular full-time position.

ARTICLE 7 – GRIEVANCE PROCEDURE

- A. Definition of Grievance: A grievance shall mean any dispute concerning the interpretation or application of this contract.
- B. 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 issue involved and the relief sought, the date the incident or violation took place, the specific section of the Agreement alleged to have been violated, the signature of the grievant and date. Employees and their Union representative filing written grievances agree to make a good faith effort to comply with the requirements of this paragraph, but their failure to do so will not invalidate their written grievance.
- C. Time Limitations: If it is impossible to comply with the time limits specified in the procedure because of work schedules, illness, vacation, etc., these limits may be extended by mutual agreement.
- D. Settlement of Grievance: Any grievance shall be considered settled at the completion of any step in the procedure if all parties concerned are mutually satisfied. Dissatisfaction is implied in recourse from one step to the next.
- E. Steps in Procedure:

Step 1: The employee, alone or with his or her Union representative, shall orally explain his or her Grievance to the Sheriff no later than five (5) working days after he or she knew or should have known, of the cause of such grievance. In the event of a grievance, the employee shall perform his or her assigned work task and grieve his or her complaint later. The Sheriff shall within five (5) working days, orally inform the employee and the representative, where applicable, of his or her decision.

Step 2: If the grievance is not settled at the first step, the employee and/or his or her representative shall prepare and file a written grievance, on forms supplied by the Union, with the Sheriff within five (5) working days of the decision in Step 1. The Sheriff will further investigate the grievance and submit his or her decision to the employee and his or her representative in writing within five (5) working days after receiving written notice of the grievance.

Step 3: If the grievance is not settled at the second step, the employee and/or his or her representative may appeal the written grievance to the Personnel Committee within ten (10) working days after receipt of the written decision of the Sheriff. The Personnel Committee shall discuss the grievance with the employee and the Union representative shall be afforded the opportunity to be present at the conference. Following said conference, the Personnel Committee shall respond within ten (10) working days in writing to the employee and his or her representative.

F. Grievance Arbitration:

1. Time Limit: If a satisfactory settlement is not reached in Step 3, the Union must notify the Personnel Committee in writing within ten (10) working days after receipt of the Personnel Committee decision that they intend to process the grievance to arbitration.
2. Arbitrator: Any grievance which cannot be settled through the above procedures may be submitted to an arbitrator. The County and the Union shall agree on the selection of an arbitrator from the Wisconsin Employee Relations Commission (WERC) staff. If the parties are unable to agree within fourteen (14) calendar days, either party may request the WERC to provide an impartial arbitrator from its staff.
3. 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. Upon completion of this review and hearing the arbitrator shall render a written decision to both the County and the Union which shall be final and binding upon both parties.
4. Decision of the Arbitrator: The arbitrator shall not modify, add to or delete from the express terms of the Agreement and the decision of the arbitrator shall be limited to the subject matter of the grievance.
5. Costs: Any costs that may be incurred through the process of arbitration shall be shared equally by the parties to this Agreement. However, each party shall bear its own costs of preparation and presentation of any arbitration case, including possible attorney's fees. The grievant and the Union president or designee shall lose no pay if the hearing is scheduled during their assigned shift. However, the Union president, if not needed to provide testimony, shall make every reasonable effort to switch shifts. Other employees shall suffer no loss in pay during the period of time their attendance at the hearing is necessary.
6. Transcript: In the event a transcript is requested by one of the parties, the party shall bear the full cost of said transcript. In the event a transcript is requested by both parties or if the arbitrator requests a transcript or a copy of a transcript, the cost shall be shared equally by both parties.

ARTICLE 8 – SICK LEAVE

A. Accrual: Regular full-time employees shall be granted sick leave for illness or injury by reason of accident not connected with employment, as follows:

1. Each employee shall earn sick leave at the rate of one (1) day for each month of employment beginning with the starting date of employment.

- a. For deputies, "one (1) day" shall mean eight and one-half (8 ½) hours for accrual purposes, with the employee drawing from the accrual for use at eight and one-half (8 ½) hours per day.
 - b. For investigators and the juvenile officer, "one (1) day" shall mean eight (8) hours for accrual purposes, with the employee drawing from the accrual for use at eight (8) hours per day.
2. Unused sick leave shall be carried over and added to the next year's accumulation until a maximum of 807.05 hours for deputies and 760 hours for investigators and the juvenile officer have been accumulated.
 3. For every day an employee exceeds the contractual cap for sick leave accumulation of 807.5 hours for deputies and 760 hours for investigators and the juvenile officer, 4 hours will be deposited in the employee's PEHP account.
- B. Verification: In the event that the Sheriff feels that any employee is abusing the sick leave privilege, a doctor's certificate as proof of illness may be requested after three (3) consecutive days of illness.
 - C. Abuse: In the event that the Employer feels that any employee is abusing the sick leave privilege, a doctor's certificate as proof of illness may be requested.
 - D. Notice: Any employee absent because of sickness or injury shall notify his or her supervisor of that fact prior to the employee's normal starting time.
 - E. Newly Hired Employees: Newly hired employees shall not be allowed to use sick leave during the initial probationary period. However, at the completion of their initial probation period, newly hired employees shall be credited with sick leave computed from their starting date of employment.
 - F. Termination: Upon termination of employment by retirement, disability or death after 10 years of employment, all unused sick leave remaining in the employee's account shall be paid to the Post Employment Health Plan. In the event an employee voluntarily terminates, retires, or resigns his or her employment during the first ten (10) years of employment, he or she shall not receive any pay for unused sick leave. If such voluntary termination occurs after the employee has been employed by the Employer for a period of ten (10) years, then all unused sick leave remaining at the time of such termination shall be paid to the Post Employment Health Plan. Any employee discharged for cause will not be entitled to termination pay under this provision. For those employees who retire due to disability caused by a duty related injury or illness, the first ten (10) years of employment exclusion requirement shall not apply.
 - G. Advance Notification: In the event that an employee is aware in advance that sick leave benefits will be needed or due, it shall be the duty of the employee to notify the Sheriff as far in advance as possible in writing of the anticipated time and duration of such sick leave and the reason for requesting sick leave. Employees will be required to begin using sick leave on the date after which their doctor certifies that they are medically unable to perform their normal duties. An employee on sick leave is required to notify the Sheriff at the earliest possible time of the anticipated date on which the employee will be able to resume his or her normal duties. The Sheriff may require a doctor's certificate that the employee is medically unable to perform his or her normal duties. Sick leave benefits under this provision shall be paid to the employee on sick leave only for the actual work days missed due to medical inability to perform his or her normal duties.

H. Extension: In the event that an employee exhausts his or her accumulated sick leave and is not medically able to resume his or her normal duties, he or she may be placed on an unpaid leave pursuant to Article 13, Section A, for a period not to exceed six (6) months.

ARTICLE 9 – EMERGENCY LEAVE WITH PAY

- A. Funeral Leave: Employees shall be entitled to emergency leave with pay in the event of death in the employee's immediate family. Immediate family shall include husband, wife, children, step-children, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents and grandchildren. Said leave shall be for a period of up to three (3) days.
- B. Serious Illness in Family: The parties agree to abide by the provisions of the Wisconsin Family Medical Leave Act.
- C. Pallbearer or Military Funeral: Employees shall be allowed a one day leave of absence with pay to serve as a pallbearer or to participate in a military funeral as a member of the firing squad or standard bearer for all funerals that occur outside of Washburn County and four and one-half (4 ½) hour leave for all funerals that occur within Washburn County.
- D. For the purposes of this Article:
 - 1. For deputies, employees will be compensated for eight and one-half (8 ½) hours per day.
 - 2. For investigators and the juvenile officer, employees will be compensated for eight (8) hours per day.

ARTICLE 10 – UNION ACTIVITY

- A. Union Business: Union business, where possible, shall be transacted outside the normal working hours. This article shall not operate to prevent a steward or officer from the proper conduct of any grievance in accordance with the procedures outlined in this Agreement, nor to prevent routine business such as the posting of Union notices and bulletins. Grievances may be processed by an employee during normal working hours, provided consent has been obtained from the employee's immediate supervisor. Business agents or representatives of the Union may confer with such officers or members during the course of the work day for a reasonable time, provided permission is first obtained from the supervisor immediately in charge of Union officers or members. However, Union activity shall not unreasonably interrupt the operation of the County. The Employer agrees not to deduct from the pay of any employee for reasonable time spent on grievance processing and routine Union business such as posting of Union notices and bulletins.
- B. Bulletin Boards: The County agrees to provide bulletin board space for the Union's use. The bulletin boards are to be used for notices of the following: Union meetings, Union elections, Union appointments, Union recreational and social events, unemployment compensation information and other materials of non political, non controversial nature.

- C. Union Officials: The Union agrees to provide written notification to the County within fifteen (15) working days following election or selection of Union representatives, stewards or other Union officials to enforce the contract. The County agrees to notify the Union of any change in County officials responsible for processing grievances within fifteen (15) days of such change.

ARTICLE 11 – NO STRIKE AGREEMENT

Neither the Union nor any of its officers, agents or individual members will instigate, promote, encourage, sponsor, engage in or condone any strike picketing (except informational picketing), slowdown, concerted work stoppage or any other intentional interruption of work during the term of this Agreement.

ARTICLE 12 – ~~FAIR SHARE AGREEMENT~~ UNION DUES

- ~~A. Amount: The Employer agrees that each month it will deduct from the pay of all collective bargaining unit employees, dues as established by the Union, or a fair share service fee and monthly shall remit the aggregate amount collected by such deduction to the treasurer of the Union on or before the end of the month in which the deduction was made. This Article shall conform to Chapter 111.70 of the Wisconsin Statutes. In the event that the Fair Share Agreement becomes invalid, the Employer agrees to continue to deduct each month's dues from those employees who individually authorize in writing that such deductions be made.~~
- ~~B. Change in Dues/Fees: Changes in the amount of dues/fees to be deducted shall be certified by the Union thirty (30) days before the effective date of the change.~~
- ~~C. New Employees: As to new employees, such deductions shall be made from the first paycheck following the probationary period.~~
- ~~D. Employee List: The employer will provide the Union with a list of employees from whom such deductions are made with each monthly remittance to the Union.~~
- ~~E. Representation and Non-discrimination: The Union, as the exclusive representative of all the employees in the bargaining unit, will represent all such employees, Union and nonunion, fairly and equally, and all employees in the unit will be required to pay, as provided in this Article, their proportionate share of the costs of representation by the Union. No employee shall be required to join the Union, but membership in the Union shall be made available to all employees who apply, consistent with the Union constitution and bylaws. No employee shall be denied Union membership because of race, creed, color or sex.~~
- ~~F. Indemnification: The Union shall indemnify and save the County harmless against any and all claims, demands, suits, orders, judgments or other forms of liability against the County which arise out of the County's compliance with the agency shop provision.~~
- A. Amount: The Employer agrees to deduct monthly dues in the amount certified by the WPPA/LEER from the pay of employees who individually sign a dues deduction authorization form supplied by the WPPA/LEER affirmatively consenting to the deduction of dues from the employee's paycheck, including any Local Association dues which the employee has authorized to be deducted in conjunction with the WPPA/LEER dues.

- B. Change in Dues: Changes in the amount of dues to be deducted shall be certified by WPPA/LEER thirty (30) days before the effective date of the change.
- C. Authorization: It shall be WPPA/LEER's responsibility to obtain dues authorization forms from new employees and provide them to employer no less than 30 days prior to the date in which dues deductions are to commence.
- D. New Hires: The employer shall notify the WPPA of all new hires of the bargaining unit within 30 days of their start date. As to new employees, dues shall be made from the first paycheck following the County's receipt of the dues authorization form.
- E. Remittance: The Employer shall deduct the combined dues amount each month for each employee requesting such deduction, upon receipt of such form and shall remit the total of such deductions, with a list of employees from whom such sums have been deducted, to the WPPA/LEER or Local Association if applicable, in one lump sum each month.
- F. Revocation: Authorization of dues deduction by a voluntary member may be revoked upon notice in writing to the Employer, WPPA or to the Local Association.
- G. Representation and Non-Discrimination: No employee shall be required to join the Association, but membership in the Association shall be made available to all employees in the bargaining unit who apply consistently with the either the WPPA or local Association Constitution and By-Laws. No employee shall be denied membership because of race, creed, color, sex or other legally protected class status.
- H. Indemnification: It is expressly understood and agreed that WPPA/LEER will refund to the employer or the employee involved any dues erroneously deducted by the employer and paid to WPPA/LEER and/or the Local Association. WPPA/LEER shall indemnify and hold the employer harmless against any and all claims, demands, suits, order, judgments or any other forms of liability against Employer which may arise out of employer's compliance with this Article.

ARTICLE 13 – LEAVE OF ABSENCE

Leave without Pay: A leave of absence without pay may be granted by approval of the Personnel Committee for a period of up to six (6) months. However, no leave shall be unreasonably denied. Whenever possible, a written application for such leave shall be made to the Sheriff who will then forward it immediately to the Personnel Committee, with a copy to the Union at least fifteen (15) calendar days before the commencement of the leave of absence. An employee may be required to give five-(5) calendar day's notice of anticipated return to employment. No employee shall accrue or receive benefits of any kind while on leave of absence, except that such authorized leave shall not interrupt the employee's seniority standing. No leave of absence will be allowed for employees to be employed or seek employment elsewhere. Should the unpaid leave be granted for reasons of disability, medical certification, as set forth in Article 8, Section C, shall be required at the County's discretion.

Note: The County has repudiated any past practice that may have existed which allowed employees to accrue or receive benefits while on an unpaid leave of absence, including, but not limited to employees on FMLA, workers' compensation, or military leave.

ARTICLE 14 – MILITARY LEAVE

Employees who are members of the National Guard or military reserves or other military service organization shall be granted temporary leave for tours of duty. The employee shall be paid the difference between his or her regular earnings and his or her service pay for such period, not to exceed two (2) weeks per year for reserve training or emergency duty. Any employee called out for active duty with the Armed Forces of the United States of America shall be granted a military leave of absence, and his or her seniority shall continue to accumulate during such leave, however, such employee must return to duty within ninety (90) days from the day of release from such active duty or as such time may be extended if the employee is hospitalized for, or convalescing from, an injury occurring in, or aggravated during, the performance of service, as set forth in the Regulations under the Uniformed Services Employment and Reemployment Rights Act of 1994, as may be amended, in order to be reemployed with such continued service status, or as otherwise may be required pursuant to current state or federal law.

ARTICLE 15 – REIMBURSEMENT FOR COSTS OF TRAINING AND EDUCATION

- A. Non-required: Upon receiving prior approval of the Employer, any full time employee desiring to further his or her education related to police science shall be reimbursed by Washburn County for the cost of tuition, books and reasonable cost of room and board and related expenses, including mileage, up to a limit of Three Thousand dollars (\$3,000.00) annually and upon proof of satisfactory completion of the aforementioned expenses through the normal reimbursement procedures of the County.
- B. Required: The Employer will assume all costs, including salary at the regular rate of pay, for all educational courses required by Washburn County.
- C. Travel Expense: When employees are authorized and required by the Employer to travel outside Washburn County, the County shall reimburse, providing appropriate receipts are furnished, up to the following amounts per individual:

Breakfast	\$ 7.25
Lunch	\$ 8.15
Dinner	\$15.30

or at the current rate established by the County Board if higher. If the County Board approved policy for meal reimbursement is more generous, the County Board policy shall be applied.

Expenses for meals may be paid in aggregate under the following guidelines:

- To be eligible for the breakfast meal the department requires the employee to leave home prior to 6:30 a.m.
- To be eligible for the noon meal the department requires the employee to leave their place of work prior to 11:00 a.m. and return after 2:00 p.m.
- To be eligible for the dinner meal the department requires the employee to return home after 7:00 p.m.

By way of example: If an employee departs to training at 6:15 a.m. and returns at 4:30 p.m., the employee can spend a combined limit of \$14.70 for breakfast and lunch.

Lodging shall be reimbursed up to the state rate currently in effect or an amount pre-approved by the Department Head.

Employees required to use their personally owned automobiles as a condition of employment shall receive the State of Wisconsin rate for miles traveled. Employees will furnish the County with proof of insurance at the County recommended level.

ARTICLE 16 – UNIFORM ALLOWANCE

The Employer shall purchase all necessary uniforms and equipment for employees and replace them as needed due to normal wear or if damaged, ripped or torn in the line of duty. The replacement of eyeglasses shall be allowed if broken in the line of duty and reported by inclusion in the official report of the incident. The County agrees to provide a footwear allowance of up to one hundred fifty dollars (\$150.00) per year to all employees subject to the Employer's expense reimbursement policy and procedures, including the use of Employer's tax exempt number for making the purchase if applicable. If the Employer's tax exempt number is not used, the employee will not be reimbursed for any sales tax paid. The Employer shall not be responsible for the repair or replacement of any employee owned equipment not specifically approved for use by the Sheriff.

ARTICLE 17 – HOLIDAYS

- A. All regular full-time employees shall choose to be compensated for twelve (12) holidays or eleven (11) holidays. If the employee chooses to be compensated for eleven (11) holidays, he or she shall be entitled to one day off sometime during the year upon at least a one (1) week notice and the approval of the Sheriff. Investigators shall be given the option to take a holiday off or work the holiday and receive regular pay plus holiday pay. If the holiday falls on a Saturday, the preceding Friday shall be the observed holiday and if the holiday falls on a Sunday, the following Monday shall be the observed holiday.
- B. In lieu of time off, each employee shall receive pay for the holidays two times each year. Pay for holidays occurring prior to June 30 of any year shall be paid on the payday before that date. Pay for holidays occurring after June 30 shall be paid on the payday before Christmas. This provision shall apply to regular part-time employees covered under the terms and conditions of this Agreement. Holiday compensation for regular part-time employees shall be on a pro rata basis, calculating the hours worked in the applicable six- month period to determine the percentage of holiday compensation.
- C. For deputies, each holiday shall be paid out at eight and one-half (8 ½) hours each. Employees who choose to take a floating holiday as one day off, will be compensated for the day at eight and one-half (8 ½) ours.

For investigators and the juvenile officer, each holiday shall be paid out at eight (8) hours.

ARTICLE 18 – VACATION

A. Schedule: All regular full-time employees in the bargaining unit shall receive the following vacation with pay:

1. During the employee's first year of service, he or she shall earn, but not take, seven (7) work days of vacation. Thereafter, all vacations will be taken on an anniversary year basis.
2. From two (2) through five (5) years: twelve (12) working days of vacation;
3. From five (5) through ten (10) years: seventeen (17) working days of vacation;
4. From ten (10) through twenty (20) years: twenty (20) working days of vacation;
5. After twenty (20) years of service, employees shall receive an additional day of vacation with pay for each additional year of service, not to exceed a maximum of twenty-five (25) days.
 - a. Effective January 1, 2008, the maximum shall not exceed twenty-six (26) days.

For deputies, "one (1) day" shall mean eight and one-half (8 ½) hours for accrual purposes, with the employee drawing from the accrual for use at eight and one-half (8 ½) hours per day.

For investigators and the juvenile officer, "one (1) day" shall mean eight (8) hours for accrual purposes, with the employee drawing from the accrual for use at eight (8) hours per day.

B. Scheduling:

Employees will be allowed to use vacation credited for that anniversary year during the same anniversary year subject to Department scheduling and normal County operations. For every vacation period of five (5) or more consecutive work days an employee must notify the Sheriff at least thirty (30) days in advance of his or her intent to take earned vacation and each request must be approved by the Sheriff, such approval to be strictly governed by the need for public service. Seniority shall prevail in the event of a dispute as to the number of employees allowed off at any particular time of the year due to the need for public service. One employee from the Patrol Division, per shift, shall be allowed off at the same time.

Employees shall be allowed to pick one week of their vacation by December 31 for the next calendar year by seniority within classifications on a rotational basis. Choices will be subject to bumping by more senior employees if done by January 7 of the next year.

All other vacation shall be subject to the requirement of thirty (30) days' advance notice to the Sheriff, except for requests of less than five (5) working days which, however, shall be subject to approval by the Sheriff, such approval governed by the need for public service.

Any vacation unused shall be paid out in cash with the first pay period of the next anniversary year.

Any disputes between employees as to vacations shall be resolved by seniority within classification.

C. Termination: Upon termination of employment, all vacation periods for the current year of service will be prorated to the date of termination for pay purposes. Any unearned vacation that has been

used shall be recovered by the County through payroll deduction and/or direct payment by the employee to the County.

ARTICLE 19 – WORK DAY, WORK WEEK, OVERTIME

A. Work Day:

The work day shall be as follows: Deputies shall work a six (6) day on, three (3) day off schedule, eight and one-half (8 ½) hours per day. Regular investigators and the juvenile officer shall work eight (8) hours per day on a schedule assigned by the Sheriff and part time employees shall work a schedule as assigned by the Sheriff.

The Sheriff reserves the right to change any schedules as necessary to meet public service requirements.

The parties mutually agree that no schedule changes will be made prior to collective bargaining over the impact of any schedule change.

- B. Breaks:** The work shift shall include a one-half (½) hour lunch period and two (2) fifteen (15) minute rest breaks.
- C. Work Schedules:** Work schedules shall be drawn up by the Sheriff and shall be posted one (1) month in advance. Upon request, employees may check the work schedules further in advance. If changes in the posted schedule are necessary, employees shall be notified as far in advance as possible, but in no event less than eight (8) hours in advance, except in cases of sickness or emergency.
- D. Overtime:** Overtime shall be paid for all time worked outside of the work schedule, at the rate of one and one-half (1 ½) times the hours rate for actual time worked in excess of the work day, work week, as provided in Section A above. All hours paid shall be considered hours worked for overtime calculations. All shift trades must be with the consent of the Sheriff and shall not result in overtime being paid to any employee. All shifts must be traded back within twelve (12) months.
- E. Call-In:** In the event off-duty employees are called to work or to appear in court, the employee shall receive a minimum of two (2) hours pay at time and one-half (1 ½). Minimum call-in pay does not apply when called in early for a regular shift or when an employee is required to stay after a regular shift.
- F. Compensatory time:** Employees may accrue compensatory time up to a maximum of 90 hours in each calendar year. Compensatory time shall not be taken in less than four (4) hour increments and not without forty-eight (48) hours advance notice and at the discretion of the Sheriff. Any hours remaining of the 90 as of December 31 will be mandatorily transferred to the PEHP plan. Any hours in excess of 90 shall be paid out in cash as overtime pay as set forth above.

An employee working for another employee off on compensatory time must take compensation in cash only, but if they are working for them for any other reason the employee may take compensation time in lieu of payment.

- G. It is agreed that the County shall not schedule in the same pay period short day hours succeeding a previous day's daily overtime.
- H. Overtime shall be divided as equally as possible. The Sheriff or designee shall determine if a shift is to be made available for overtime. Overtime opportunity shall be offered by division according to the following criteria:
1. An open shift shall be defined as any shift vacated for any reason by a regular, full-time Patrol deputy. If the Sheriff or designee determines the open shift shall be filled, the open shifts shall be offered as set forth below.
 2. The Sheriff may use limited term or other non-bargaining unit employees, part-time, and seasonal employees for 50% of the overtime shifts. Deputy Sheriff's providing work as investigators shall also be included in the same rotation as patrol division Deputy Sheriff's for patrol division open shifts. Open shifts shall be offered by department seniority within the bargaining unit by rotation: starting with the more senior employee and working to the least senior bargaining unit employee, then the cycle shall repeat itself.
 - a. **Scheduled Open Shifts:** Regular, full-time bargaining unit members shall be offered the first selection of fifty percent (50%) of all scheduled open shifts. The remaining fifty percent (50%) may be offered to part-time, limited term employees or other non-bargaining unit members. If there are scheduled open shift remaining due to the unavailability of part-time, limited term employees or other non-bargaining unit members, the shift(s) shall be offered back to the regular, full-time bargaining unit members.
 - i. During open shift selection, two (2) deputies may agree to split a shift with the approval of the Sheriff or his/her designee.
 - ii. During the selection of remaining open shifts, deputies may extent their regular scheduled shift with the approval of the Sheriff or his/her designee.
 - b. **Unscheduled Open Shifts:** The unscheduled open shifts shall be offered ~~in an alternating manner between the regular, full-time bargaining unit members and to~~ the part-time, limited term employees or other non-bargaining unit members. ~~The first open shift of each month shall be offered to the regular, full-time bargaining unit members and alternate accordingly for any subsequent open shifts.~~ If there are open shifts remaining due to the unavailability of part-time, limited term employees or other non-bargaining unit members, the open shift(s) shall be offered back to the regular, full-time bargaining unit members.
 - c. A full-time bargaining unit member may only sign up to work a double shift in the case of emergencies or the need for public service as approved by the Sheriff or as otherwise authorized by the Sheriff.
 - d. Full time bargaining unit employees may work extended shifts/hours in the case of emergencies or the need for public service as approved by the Sheriff or as otherwise authorized by the Sheriff.

3. Each employee shall provide to the Sheriff or designee one telephone number for which to be contacted for open shifts in the patrol division.
 4. If an employee does not respond within five minutes at their designated telephone number for vacant shift opportunity, the employer can go to the next bargaining unit member on the seniority roster. Any non-contact or refusal to work a vacant shift shall be deemed as worked for vacant shift opportunity requirements.
 5. In the event available bargaining unit members cannot be contacted or refused to perform the available vacant shift opportunity the Employer can then order in a limited term or other non-bargaining unit employee, part-time, seasonal, or full-time employee at the Sheriff's discretion. In the event no other employee can fill the vacant hours, full time deputies who are available will be ordered into work by reverse seniority.
 6. If a bargaining unit member is on approved leave of absence inclusive of Family Medical Leaves of more than nine (9) consecutive employee's work days in duration, the Employer can fill vacant shifts with non-bargaining unit employees for the duration of the leave of absence.
 7. In the event a non-bargaining unit employee agrees to work a vacant shift and then reneges for whatever reason, the shift at issue shall be made available to limited term or other non-bargaining unit employees, part-time or seasonal employees prior to being made available to regular, full-time bargaining unit employees.
 8. The Sheriff or his designee may refuse deputies' requested day(s) off, vacation day(s) or comp day(s) if no other limited term or other non-bargaining unit employee, part-time, seasonal, or full-time employee is available to work the open shift(s). The Sheriff may at his/her discretion permit a full-time employee to work a double shift to fill the open shift.
- I. On or before about December 1 of each calendar year, at the request of the Union, the Sheriff or designee shall conduct an inventory to ascertain that each bargaining unit employee had equal opportunity to perform available overtime work. Refusals to perform available overtime, or inability to be contacted within a reasonable period of time shall be considered an overtime opportunity.

If the Sheriff or designee determines that any bargaining unit member has not had equal opportunity, every effort will be made to equal overtime opportunity during the month of December of each calendar year.

In the event a bargaining unit member does not want to be called for available overtime, he/she must inform the sheriff or designee, in writing on or before December 31st for the succeeding calendar year.

- J. Canine Officer: The Canine Officer shall be compensated one-half (1/2) hour per day for all care, feeding, grooming, exercising and related services concerning the County's police dog which is placed under the Canine Officer's charge. The Canine Officer's regular work schedule ~~shall may~~ be reduced to account for these hours ~~such that the care, feeding, grooming, etc. that occurs on the Canine Officer's days off shall not be considered overtime.~~

ARTICLE 20 – RETIREMENT

All bargaining unit employees shall be required to contribute the employee's contribution share toward the Wisconsin Retirement System ("WRS").

ARTICLE 21 – WORKERS' COMPENSATION

- A. Coverage: All employees shall be covered by Workers' Compensation insurance. In the event an employee suffers a compensable injury or illness in the course of performing his or her duties, he or she shall be paid the difference between any payment under workers' compensation and his or her regular pay. Time paid in this Section shall not be charged to sick leave.
- B. Duration: Payment to employees under this Article shall continue only while temporary total disability paychecks are being received or one hundred eighty (180) calendar days ~~annually~~, whichever is shorter.
- C. After one hundred eighty (180) calendar days, an employee may utilize accrued, but unused paid benefit time (sick, vacation or comp time) to receive the difference between any payment under workers' compensation and his or her regular pay.
- ~~ED.~~ Contested Cases: In the event that a workers' compensation claim is contested, full pay for the County shall be held until the claim is settled or an award made by the Commission at which time the employee shall be entitled to receive a lump sum which represents the difference between any award or settlement relating to temporary total disability and his or her regular pay accumulated since the date of injury and such sum shall not exceed said employee's full salary or wages for one hundred eighty (180) calendar days.

ARTICLE 22 – JURY DUTY

In the event it is necessary for an employee to serve on a jury, the employee shall be paid their regular wages and shall turn over to Personnel/Administration any moneys, excluding mileage allowance that they receive for such service. If the employee is released from jury duty prior to the end of his or her regular work period, he or she shall immediately notify the Sheriff and make himself or herself available for work.

ARTICLE 23 – DISCIPLINE

- A. Standard: The employees recognize the authority of the Employer to initiate disciplinary action against employees for just cause.
- B. Procedure: The Employer recognizes the principle of progressive discipline when applicable to the nature of misconduct giving rise to disciplinary action.
- C. Appeal: Any employee shall be entitled to appeal any disciplinary action through the grievance procedure.
- D. Notice: In the event of any disciplinary action other than oral reprimand, both the employee

and the Union shall receive copies of the disciplinary action.

- E. An employee shall have the right to inspect his or her personnel file per the provisions of §103.13, Wis. Stats.

ARTICLE 24 – HEALTH INSURANCE

- A. The Employer agrees to pay ~~88.75%~~ 86.5% of the single or family premium for the employee's group health plan beginning January 1, ~~2012~~ 2019 and ~~87.5%~~ 85% beginning January 1, ~~2013~~ 2020.
- B. Retirees: Retired employees will be allowed to stay in the group health insurance plan until such time as they are covered under Medicare. Retired employees will be required to pay the monthly insurance premiums on the required date every month to the Plan Administrator.
- C. Eligibility: In order to be eligible for this insurance benefit, the employee must participate in the group plan for Washburn County law enforcement employees.
- D. Regular part-time employees hired after January 1, 1989 will have their insurance benefits prorated based on hours worked in the previous three (3) months for either the single or family plan. Effective January 1, 2012, newly hired part-time employees shall be eligible the first of the month following hire to participate in the employer's group health insurance plan. The first three (3) months of premium shall be calculated on the hours normally scheduled for their position. Thereafter, the health insurance benefit shall be calculated on a pro rata basis using the hours worked in the previous three (3) months.
- F. The Employer agrees to implement a Section 125 medical reimbursement plan effective January 1, 1996 or as soon after as practicable.
- G. Post Employment Health Plan: Washburn County agrees to participate in the Post Employment Health Plan for Collectively Bargained Public Employees ("Plan") in accordance with the terms and conditions of the Plan's Participation Agreement. The Employer agrees to contribute to the Plan on behalf of the following category of eligible employees:

All regular full time and regular part time employees

For the term of this Agreement, the Employer shall contribute for each Eligible Employee, the amount of sixty dollars (\$60) per year. The local agrees that each member will contribute the remainder of the minimum contribution. Additionally, upon termination 100% of the Eligible Employee's accumulated sick leave balance would otherwise have been paid to the Eligible Employee had the Employer not participated in the Plan shall be contributed to the Plan.

- H. Vision insurance. If the County offers vision insurance, employees may elect to participate in the program by paying 50% of the premium costs or whatever employee contribution level has been set by the County.

ARTICLE 25 – SALARY SCHEDULE

- A. All employees covered by the terms of this Agreement shall be paid according to the salary schedule continued hereinafter as Appendix A.
- B. In the event a new position is created or the duties and responsibilities of an existing position are changed substantially, the parties to this Agreement shall jointly negotiate a salary for the position.
- C. In addition to the regular pay, a shift differential of forty-five (45) cents per hour shall be paid to deputies/investigators assigned to work week night shifts for the hours worked between 6:00 PM to 8:00 AM or deputies/investigators assigned to work weekend shifts for the hours worked 6:00 p.m. Friday to 8:00 a.m. Monday. For the purposes of this paragraph, "week night shifts" encompass shifts which begin at 2:00 p.m. or later.

Deputies/Investigators who perform work outside of their normally scheduled work week shall also be paid the shift differential for the hours worked between 6:00 p.m. to 8:00 a.m. on weeknights or for the hours worked between 6:00 p.m. Friday through 8:00 a.m. Monday on the weekends.

Shift differential shall only be paid on hours actually worked.

- (1) The County agrees to provide longevity payments in the amount of five (5) cents per hour for all employees with five (5) or more years of service with the County; an additional five (5) cents per hour for all employees with ten (10) or more years of service with the County; an additional five (5) cents per hour for all employees with fifteen (15) or more years of service with the County. And an additional five (5) cents per hour for all employees with twenty (20) or more years of service with the County. Said longevity pay to be in addition to the base rate shown in Appendix A.

- a. The longevity payment will increase to \$.07 cents per hour for every five year increment effective January 1, 2008.

- (2) Employer shall institute direct deposit for all employees for which participation is mandatory.

- (3) The labor agreement shall designate for those employees who have 7(K) exemption under the Fair Labor Standards Act (FLSA) shall have the work period defined as 9 days.

- D. The payroll period shall run from Monday to Sunday pay schedule. Employees shall be compensated for hours actually worked, including overtime, and for any paid benefit time applicable during each payroll period.
- E. Deputies who serve as Field Training Officers shall receive an additional \$1.00 per hour while performing these duties.

ARTICLE 26 – SELF-TERMINATION

Regular full-time and regular part-time employees who have completed probation who self-terminate employment with Washburn County must give and satisfactorily complete two (2) weeks written notice to be eligible for any termination benefits for termination associated with unused and/or accrued leave of any type. The County may waive this option, at its sole discretion, paying the employee for regular time scheduled to work.

ARTICLE 27 – SAVINGS CLAUSE

If any article or section of this Agreement or any addenda thereto shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and Appendix shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE 28 – ENTIRE MEMORANDUM OF AGREEMENT

This Agreement constitutes the entire Agreement between the parties and no verbal statement shall supersede any of its provisions. Any amendment supplement hereto shall not be binding upon either party unless executed in writing by the parties hereto. Waiver or any breach of this Agreement by either party shall not constitute a waiver of any breach of this Agreement.

ARTICLE 29 – DURATION, NEGOTIATION and REOPENER PROCEDURES

- A. Duration: This Agreement shall become effective as of January 1, ~~2017~~ 2019, and shall remain in full force and effect through December 31, ~~2018~~ 2020, and shall renew itself for additional one-year periods thereafter, unless either party, pursuant to this Article, has notified the other party in writing, on or before August 1st in the year the contract is due to expire that it desires to alter or amend this Agreement at the end of the contract period. Wage rate changes shall take place on the first day of the pay period closest to the effective date.
- B. Bargaining Procedures: Between September 1 and September 30, ~~2018~~ 2020, the Union and the County shall meet and mutually exchange bargaining requests. This meeting shall serve as the opening session of bargaining.

ARTICLE 30 – MAINTENANCE OF BENEFITS

Any benefit presently in effect, specifically referenced in this Agreement or not specifically referenced in this Agreement, shall remain in effect for the duration of this Agreement.

ARTICLE 31 – AMERICANS WITH DISABILITIES ACT

The parties agree to use the statutory dispute resolution procedure as outlined in Wisconsin Statutes 111.70 and 111.77 for any matter deemed to pertain to wages, hours and conditions of employment.

Dated this ____ day of _____, ~~2017~~ 2018.

FOR THE EMPLOYER:

FOR THE UNION:

Chairperson

President

Drafted by:
Weld Riley, S.C.
3624 Oakwood Hills Parkway
P. O. Box 1030
Eau Claire, WI 54702-1030
Phone: 715-839-7786

\\wrprlacy\PMDOcs\6002.0375\Deputies 2019-2020 (showing changes)_20181030.doc

APPENDIX A – WAGES

	POSITION	START	6-Months	1-Year
<u>1/1/17</u>	Patrol Sergeant	27.45		
	Deputy	24.93	25.45	25.90
	Deputy/Park Ranger	24.93	25.45	25.90
	Investigator	27.09	27.59	28.00
<u>1/1/18</u>	Patrol Sergeant	28.00		
	Deputy	25.43	25.96	26.42
	Deputy/Park Ranger	25.43	25.96	26.42
	Investigator	27.63	28.14	28.56

	POSITION	START	6 MONTHS	1 YEAR
<u>1/1/2019</u>	(3.25%)			
	Deputy	<u>26.26</u>	<u>26.80</u>	<u>27.28</u>
	Deputy/Park Ranger	<u>26.26</u>	<u>26.80</u>	<u>27.28</u>
	Investigator & Patrol Sergeant	<u>28.53</u>	<u>29.05</u>	<u>29.49</u>
<u>1/1/2020</u>	(3.25%)			
	Deputy	<u>27.11</u>	<u>27.67</u>	<u>28.17</u>
	Deputy/Park Ranger	<u>27.11</u>	<u>27.67</u>	<u>28.17</u>
	Investigator & Patrol Sergeant	<u>29.46</u>	<u>29.99</u>	<u>30.45</u>

LETTER OF AGREEMENT

This Agreement is entered into by and between Washburn County (“County”) and WPPA Local 225–Deputies (“Union”).

The parties hereby agree and stipulate to the following:

1. ~~The current collective bargaining agreement states in relevant part:~~

~~—ARTICLE 24—HEALTH INSURANCE~~

~~G. . . .~~

~~For the term of this Agreement, The Employer shall contribute for each Eligible Employee, the amount of sixty dollars (\$60) per year. The local agrees that each member will contribute the remainder of the minimum contribution. Additionally, upon termination 100% of the Eligible Employee’s accumulated sick leave balance would otherwise have been paid to the Eligible Employee had the Employer not participated in the Plan shall be contributed to the Plan. (Emphasis added).~~

2. ~~An issue has arisen over whether IRS regulations allow employees to make direct contributions to a Post Employment Health Plan (“PEHP”) as per the underlined provision in the above referenced contract provision.~~

3. ~~The County has received a letter from Nationwide regarding the PEHP (copy attached), indicating that they will be adopting new plan documents in 2009 to conform with IRS regulations so as to formally permit mandatory employee contributions to the PEHP.~~

4. ~~Once Nationwide has adopted new plan documents, the parties agree to negotiate any language or other changes necessary to document compliance with any applicable IRS regulations and/or interpretations. Until such time, the parties shall continue to maintain the status quo as to the application of the contract provision above.~~

5. ~~This Agreement shall be non-precedential for any and all purposes.~~

6. ~~This Agreement shall be binding and effective as of the date of its execution by the parties.~~

ON BEHALF OF WASHBURN COUNTY: ON BEHALF OF LOCAL 225:

Chairperson

President

LETTER OF AGREEMENT

This letter of agreement is entered into by and between Washburn County Sheriff's Office ("County") and WPPA Local 225 - Deputies ("Union").

The parties agree and stipulate the following:

ARTICLE 8 – SICK LEAVE

- A. Accrual: Regular full-time employees shall be granted sick leave for illness or injury by reason of accident not connected with employment, as follows:
1. Each employee shall earn sick leave at the rate of one (1) day for each month of employment beginning with the starting date of employment.
 - a. For deputies, "one (1) day" shall mean eight and one-half (8.5) hours for accrual purposes, with the employee drawing from the accrual for use at ~~eight and one-half (8.5)~~ *ten (10)* hours per day.
 - b. For investigators, *juvenile and recreation* officer, "one (1) day" shall mean eight (8) hours for accrual purposes, with the employee drawing from the accrual for use at eight (8) hours per day.
 2. Unused sick leave shall be carried over and added to the next year's accumulation until a maximum of 807.50 hours for deputies and 760 hours for investigators, *juvenile and recreation* officer have been accumulated.
 3. For every day an employee exceeds the contractual cap for sick leave accumulation of 807.50 hours for deputies and 760 hours for investigators, *juvenile and recreation* officer, 4 hours will be deposited in the employee's PEHP account.

ARTICLE 9 – EMERGENCY LEAVE WITH PAY

- A. For the purposes of this Article:
1. For deputies, employees will be compensated for ~~eight and one-half (8.5)~~ *ten (10)* hours per day.
 2. For investigators, *juvenile and recreation* officer, employees will be compensated for eight (8) hours per day.

ARTICLE 17 – HOLIDAYS

- C. For deputies, each holiday shall be paid out at ~~eight and one-half (8 1/2)~~ *ten (10)* hours each. Employees who choose to take a floating holiday as one day off, will be compensated for the day at ~~eight and one-half (8 1/2)~~ *ten (10)* hours.

Investigators, *Juvenile and Recreation* officer, each holiday shall be paid out at eight (8) hours.

ARTICLE 18 – VACATION

- A. Schedule: All regular full-time employees in the bargaining unit shall receive the following vacation with pay:

1. During the employee's first year of service, he or she shall earn, but not take, seven (7) work days of vacation. Thereafter, all vacations will be taken on an anniversary year basis.
2. From two (2) through five (5) years: twelve (12) working days of vacation.
3. From five (5) through ten (10) years: seventeen (17) working days of vacation.
4. From ten (10) through twenty (20) years: twenty (20) working days of vacation.

For deputies, "one (1) day" shall mean ~~eight and one-half (8 1/2)~~ *ten (10)* hours for accrual purposes, with the employee drawing from the accrual for use at ~~eight and one-half (8 1/2)~~ *ten (10)* hours per day.

For investigators, *Juvenile and Recreation officers*, "one (1) day" shall mean eight (8) hours for accrual purposes, with the employee drawing from the accrual for use at eight (8) hours per day.

ARTICLE 19 – WORK DAY, WORK WEEK, OVERTIME

- A. Workday:

The work day shall be as follows: Deputies shall work a ~~six (6) day on, three (3) day off~~ *schedule, eight and one-half (8 1/2) five (5) on four (4) off* at *ten (10)* hours per day. Regular investigators, *juvenile and recreation* officers shall work eight (8) hours per day on a schedule assigned by the Sheriff and part time employees shall work a schedule as assigned by the Sheriff.

2. The Sheriff may use limited term or other non-bargaining unit employees, part-time, and seasonal employees for 50% of the overtime shifts. Deputy Sheriffs providing work as investigators, *juvenile and recreation officers* shall also be included in the same rotation as patrol division Deputy Sheriffs for patrol division open shifts. Open shifts shall be offered by department seniority within the bargaining unit by rotation: starting with the more senior employee and working to the least senior bargaining unit employee, then the cycle shall repeat itself.

This agreement is non-precedential for any and all purposes.

This agreement shall expire on December 31, 2020.

Any agreement to extend this agreement must be in writing and executed by both parties.

This agreement shall be binding and effective as of the date of its execution by the parties. However, the actual date/s to implement this schedule change will be contingent on overtime costs and minimizing the effect on the deputies' personal life and time off considerations.

It is agreed by both parties that any errors or omissions in this agreement shall be changed, modified or corrected during the 2021 union negotiations.

On Behalf of Washburn County

On Behalf of Local #225

Date of Execution: _____

Sheriff

President

County Board Chair

RESOLUTION # _____

**RESOLUTION APPROVING THE CREATION OF AN ADDITIONAL RSVP
(MEDICAL TRANSPORT) VAN DRIVER POSITION IN THE AGING/ADRC
BUDGET**

WHEREAS, Washburn County Aging/ADRC provides transportation for the purpose of medical, nutrition, and socialization for Washburn County older adults and people with disabilities that do not qualify for Medicaid or Veteran's transportation, and

WHEREAS, since the department has recently received a new van, they will keep the old van and use it to provide additional hours of transportation especially in communities that are rural/isolated with no other means for transportation, and

WHEREAS, there are currently three part-time drivers that are employees and one volunteer driver and there is limited availability for drivers to cover each other if they need time off, and

WHEREAS, there is a great need for additional transportation, especially in rural parts of Washburn County, and this additional position fits into the Washburn County Coordinated Transportation Plan #1 goal of expanded transportation services recently submitted to the DOT, and

WHEREAS, there is money available in the 85.21 DOT Transportation grant that could cover these additional hours.

THEREFORE BE IT RESOLVED; that the additional position of a part time RSVP van driver is approved according to policy by the Washburn County Board of Supervisors.

FISCAL IMPACT: Approximately \$7403.39 funded by grant

Recommended for adoption by the Washburn County Personnel Committee this _____ day of _____ 2018.

David Wilson, Chair

Hank Graber, Vice Chair

David Masterjohn, Member

Romaine Quinn, Member

Jocelyn Ford, Member

Washburn County Personnel Requisition Form

Date: 10/05/18 New Position Position Vacancy Position Change

POSITION INFORMATION:

Position Title: Part-Time RSVP Driver Department: Aging/ADRC

Effective Date: 10/05/18

Position Type: Full Time Part Time LTE Casual

Reason for Request: Limited availability for other drivers to cover for each other. Priority request from community that additional public transportation is needed throughout Washburn County for older adults and people with disabilities. Now that we have the new van, would like to keep old van and use it to provide these additional hours of transportation especially in communities that are rural/isolated with no other means for transportation for medical, nutrition and socialization.

Why is position required or why can't present employees complete the work or why can't position be contracted? Other part-time drivers already driving a vehicle. They also have no coverage if they need time off.

Is office space, furniture and office equipment available? Y N

If not, explain plan to obtain:

WAGES/BENEFITS/FUNDING:

Wage/Hr	Hrs/Yr	Wage/Yr	WRS	Taxes	W/C	Health Insurance	Total
12.73	520	6619.60	NA	506.40	277.49	NA	7403.49

Total cost for other equipment and/or training?

Is this request budgeted? YES NO List the funding source: We have money available in our 85.21 DOT Transportation grant that could cover these additional hours. We also discussed that the additional fuel and maintenance of the vehicle could be covered by the 85.21 grant. We also have money in the transportation trust fund that can be used for maintaining the vehicle.

FISCAL ANALYSIS (from above):

CATEGORIES	BUDGET ESTIMATES (EST.)
Other operating expenditures (include costs to hire – advertising, interviewing, testing/reviewing applicants)	0
Wages and Benefits	7403.49
Personal Equipment (e.g. tools, uniforms, safety equipment)	0
Mileage & Meals	0
Training Expenses (Including memberships)	0
Computer Equipment (e.g. hardware, software, wiring, etc.)	0
Office Furniture and Supplies	0
Renovation/Relocation Costs	0

<i>Revenues (Use Negative #)</i>	0
TOTAL:	

DISCUSSION AND JUSTIFICATION OF PROPOSED POSITION

Cells will expand as you type.

<p>Does this position already have a position classification and position description? If yes, please attach appropriate documentation. If no, has a <i>Position Questionnaire</i> been completed?</p>	<p>Yes.</p>
<p>What are the major functions or examples of work performed of the proposed position?</p>	<p>Providing transportation for the purpose of medical, nutrition, and socialization for Washburn County older adults and people with disabilities that do not qualify for Medicaid or Veteran's transportation.</p>
<p>Minimum Educational Requirements and minimum experience for this position?</p>	<p>H.S. Diploma, WI Driver's License, Ability to pass background check.</p>
<p>Knowledge Skills and Abilities?</p>	
<p>What caused the need for this position? (i.e. State or Federal initiatives/mandates, increased workload, etc.)</p>	<p>There is not public transportation in Washburn County for this purpose and it is the number one requested service by residents.</p>
<p>What/Who generates the work which is to be done? The public? The department itself? Another department within the County?</p>	<p>The residents of Washburn County.</p>
<p>Is this work currently being performed by someone else? If yes, how and by whom?</p>	<p>We currently have three part-time drivers that are employees and one volunteer driver.</p>
<p>How does this position fit into the organizational structure of the Department? (Please attach an organizational chart.)</p>	
<p>How will this position affect other employees in the department? (e.g. supervision, subordinates, etc.)</p>	
<p>Who would perform the duties of this position when the incumbent is on vacation or using sick time?</p>	<p>Part-time drivers cover for each other.</p>
<p>Are there alternatives to the services that this individual would provide? If yes, explain.</p>	<p>Only for people that have Medicaid and for Veteran's. Both of these only provide for Medical appointments. There is no other transportation to take people shopping, to senior meal sites, church, exercise classes, beauty shop appointments, or other social activities. For older adults, lack of socialization is equivalent to smoking 15 cigarettes a day. This part-time additional employee will only provide 10 additional hours. It is our hope that in the future the county will consider additional funding to expand transportation services even further in Washburn County to accommodate the growing population of older adults in Northern, Wisconsin.</p>
<p>What will be the effect or where would the impact be felt if this position is not created or not replaced? Please explain.</p>	<p>There are many residents throughout the county that currently do not have transportation and/or drive even though they should not.</p>
<p>Can the position costs be offset by eliminating or reducing a lower priority function? Please explain.</p>	<p>N/A</p>

Is there a workspace available for this employee? If yes, where? If no, what needs to be done to accommodate the requested position?	Yes.
How does this position fit into the long-range and strategic plans of the Department and/or County?	The Washburn County Coordinated Transportation Plan #1 goal that was just submitted to the DOT is to expand transportation services to residents.

Justification for request or general remarks/comments about the position:

Additional transportation is greatly needed, especially in the rural parts of Washburn County. Since there is such limited availability, we do not even market these services to the public. It is mainly advertised by word of mouth and to people that we serve through the ADRC.

Approvals:

DEPARTMENT HEAD:	I hereby certify that the above information is correct. Linda A. Hand	DATE:	10/05/18
-------------------------	--	--------------	----------

Committee of Jurisdiction:

COMMITTEE:	<input checked="" type="radio"/> Approved <input type="radio"/> Denied Comments	DATE:	10-2-18
-------------------	--	--------------	---------

HUMAN RESOURCE DIRECTOR APPROVAL:

Filling of position is: <input type="checkbox"/> Approved <input type="checkbox"/> Not Approved Comments: Human Resources Director: _____ Date: _____

COMMITTEE APPROVALS:

PERSONNEL COMMITTEE:	<input type="radio"/> Approved <input type="radio"/> Denied Comments	DATE:	
COUNTY BOARD (IF NECESSARY)	<input type="radio"/> Approved <input type="radio"/> Denied Comments	DATE:	

WASHBURN COUNTY JOB DESCRIPTION

TITLE: Medical Transportation Driver

DEPARTMENT / AGENCY: Aging & Disability Resource Center

IMMEDIATE SUPERVISOR: Program Coordinator and Aging Director

NATURE OF WORK:

This position is primarily responsible for transporting and assisting elderly and disabled ADRC riders for Washburn.

MINIMUM QUALIFICATIONS

- Graduation from high school or high school equivalency
- Valid Wisconsin driver's license required
- Experience working with older adults preferred
- Acceptable driving record required
- Must be able to pass any and all drug and alcohol testing and background check
- Must have good communication skills, an outgoing personality and be able to relate well to others
- Desire to work with older people
- Ability to lift and move up to 25

Knowledge, Skills and Abilities:

- Knowledge of and sensitivity towards the needs of the elderly and disabled citizens
- Ability to interact in a positive way with others
- Knowledge of Washburn County communities, roads and highways
- Able to read maps and follow directions
- Skill in customer service
- Ability to be alert to the needs of the riders and of the agency

ESSENTIAL FUNCTIONS

Under general direction

- Transports the elderly and disabled in a safe professional manner.
- Perform and document daily safety inspection of vehicle
- Responsible for monitoring and reporting maintenance needs to the Program Coordinator
- Keeps interior and exterior of the bus clean
- Assists riders to/from their home and into/out of the vehicle
- Maintain accurate records, files reports as required, and collects donations
- Immediately reports accidents (both vehicle and rider) and vehicle breakdowns

SUPERVISION RECEIVED:

Under the direct supervision of the Program Coordinator. This position is under the general supervision of the Unit on Aging Director.

ENVIRONMENTAL REQUIREMENTS:

This position requires travel both inside and outside of Washburn County in all types of weather. Must be able to meet the transportation requirements of this position. Dexterity in moving, picking up objects is required. Ability to bend, stretch, and perform basic mobility functions such as ambulating, opening and

closing doors, assisting clients. Must be able to lift or move up to twenty-five pounds. This position is in and out of buildings assisting clients and carrying packages in all kinds of weather.

CLOSING STATEMENT:

This description has been prepared to assist in evaluating duties, responsibilities and skills of this position. It is not intended as a complete list of specific responsibilities and duties, nor is it intended to limit duties to those listed. It is understood that the supervisor has the right to assign, direct and modify duties and responsibilities listed.

RESOLUTION # _____

Resolution Updating Drug/Alcohol Prevention Resolution 30-88

WHEREAS, the 1988 Washburn County Board of Supervisors recognized a major drug and alcohol problem occurring in Washburn County, and

WHEREAS, the 1988 Washburn County Board of Supervisors created a committee and authorized \$10,000 to be used for Prevention Efforts, strengthening law enforcement capabilities, assisting local units of government in providing adequate education in the fight against drugs and strengthening youth drug and alcohol free programs and activities, and

WHEREAS, many of the agencies required on the committee are not in existence or have been modified to the extent the current committee is not in compliance.

THEREFORE, BE IT RESOLVED, The Washburn County Board of Supervisors updates the committee composition by combining #1 (County Department of Social Services) and #2 (County Nursing Agency) and deleting #5 (Northern Pines Unified Services Center) and #9 (P.T.A.), and

BE IT FURTHER RESOLVED that the Community Alliance for Prevention (Washburn County's multi-disciplinary AODA Prevention coalition), which has membership from all entities listed, shall blend with the current Drug/Alcohol committee to disperse the allocated budget.

FISCAL IMPACT: None

Recommended for adoption this ____ day of November 2018 by the Washburn County Health & Human Services Committee

David Wilson, Chair

Sandy Johnson, Vice-Chair

Bob Reiter, Member

Jim Dohm, Member

Clint Stariha, Member

Jerry Smith, Member

RESOLUTION NO. 30-88DRUG/ALCOHOL PREVENTION

WHEREAS, Washburn County is recognized as having a major drug and alcohol problem, and

WHEREAS, This resolution reflects the total commitment of the Washburn County Board of Supervisors to protect, educate and enforce safety for its citizens,

NOW, THEREFORE, BE IT RESOLVED that the Washburn County Board of Supervisors hereby authorizes the formation of a committee to be appointed by the Chairpersons of the Committees of Law Enforcement, Health and Social Services. A group of concerned citizens would include, but not be limited to:

1. County Department of Social Services
2. County Nursing Agency
3. County Ministerial Association
4. County Sheriff's Department
5. Northern Pines Unified Services Center
6. All County Schools
7. Municipal Law Enforcement
8. Youth Groups
9. P.T.A.
10. Court System
11. Other State Agencies

BE IT FURTHER RESOLVED, that the Washburn County Board of Supervisors authorizes funds of \$10,000 in the 1989 budget to be used for, but not limited to:

1. Prevention Education.
2. Strengthening law enforcement capabilities.
3. Assisting local units of government in providing adequate education in the fight against drugs.
4. Strengthening youth drug and alcohol free programs and activities.

INTRODUCED AND RECOMMENDED FOR ADOPTION this 5th day of October,

1988 by the Health Committee and Social Services Committee.

FOR THE HEALTH COMMITTEE:

FOR THE SOCIAL SERVICES COMMITTEE:

Guy W. Paulson
Guy W. Paulson, Chairman

Ernst P. Langosch, Sr.
Ernst P. Langosch, Sr.

Eugene Barrett
Eugene Barrett

Walter Erdman
Walter Erdman

Gerald Walls
Gerald Walls

Roberta A. Sichta
Roberta A. Sichta, Chairperson

Thomas J. Ennis
Thomas J. Ennis

Thomas J. Mackie
Thomas J. Mackie

James W. Barrett
James W. Barrett

Christian W. Fox
Christian W. Fox

Moved for adoption by Supervisor Sichta

Second by Supervisor Paulson

ROLL CALL VOTE: Ayes: 21 Nays: 0 Absent: 0 Abstained: 0

MOTION CARRIED.

Resolution adopted/~~passed~~ this 5th day of October, 1988.

WASHEURN COUNTY BOARD OF SUPERVISORS

Hubert Smith

CORRECT ATTEST:

John L. Brown
John L. Brown, County Clerk

A number of concerned citizens spoke on this issue. After lengthy discussion the roll call vote was taken with 21 members in favor. Members voting yes: E. Barrett, Vig, J. Barrett, Helm, A. Gillette, Johnson, Sichta, Mercer, R. Fox, H. Gillette, Washkuhn, B. Fox, Sandridge, Erdman, Langosch, Ennis, Paulson, C.W. Fox, Mackie, Smith, Walls.

Resolution No. _____

County Forest Variable Share Payments

WHEREAS, Counties having lands entered as "County Forest Lands" under the provisions of S.S. 28.11 (4) (b) of the Wisconsin Statutes, annually receive from the state as a non-interest bearing loan, in an amount not to exceed 50 cents for each acre so entered to be used for the purchase, development, preservation, and maintenance of such lands, and

WHEREAS, said loan monies are repaid through a 20% severance tax on timber sales revenue coming from County Forest Lands unless a higher rate is mutually agreed to by the County and the Department;

THEREFORE, BE IT RESOLVED, that the Washburn County Board of Supervisors in consideration of meeting the needs identified in the County Forest Comprehensive Land Use Plan hereby request the Department of Natural Resources to provide the 2019 payment to the County under S.S. 28.11 (8) (b) a, on the basis of 50 cents for each acre of our County Forest Lands.

BE IT FURTHER RESOLVED that the Clerk has hereby authorized and directed to file this request with the Department of Natural Resources prior to December 31st preceding the year in which said payment is being requested to be made.

Submitted for adoption this 13th day of November, 2018 by:

Forestry, Parks & Recreation Committee:

FISCAL IMPACT \$74,620.00

Romaine Quinn, Chair

Motion for adoption by:
Supervisor _____

Sandy Johnson, Vice Chair

Seconded by:
Supervisor _____

James Dohm

Hank Graber

Ayes _____, Noes _____, Absent _____

Jerry Smith

I, Lolita Olson, County Clerk, do hereby certify that the Foregoing is a true and correct copy of a resolution adopted by the Washburn County Board of Supervisors at its meeting held on November 13, 2018.

Lolita Olson, County Clerk

Resolution No. _____

2019 County Forest Work Plan

WHEREAS, Counties having lands entered as "County Forest Lands" under the provisions of S.S. 28.11 (5m) of the Wisconsin Statutes, may annually receive from the state a grant of up to 50% of the County Forest Administrator's wage and fringe, and

WHEREAS, an annual county forest work plan must be approved by and on file with the Wisconsin Department of Natural Resources in order to qualify for the County Forest Administrator Grants, and

WHEREAS, the 2019 Annual Work Plan has been presented to the Washburn County Board of Supervisors.

THEREFORE, BE IT RESOLVED, that we the Washburn County Board of Supervisors hereby approve the 2019 Annual Work Plan and participation in the County Forest Administrator Grant program.

Submitted for adoption this 13th day of November, 2018 by:

Forestry, Parks & Recreation Committee:

FISCAL IMPACT \$53,000.00

Romaine Quinn, Chair

Motion for adoption by:
Supervisor _____

Sandy Johnson, Vice Chair

Seconded by:
Supervisor _____

James Dohm

Hank Graber

Ayes _____, Noes _____, Absent _____

Jerry Smith

I, Lolita Olson, County Clerk, do hereby certify that the Foregoing is a true and correct copy of a resolution adopted by the Washburn County Board of Supervisors at its meeting held on November 13th, 2018.

Lolita Olson, County Clerk

WASHBURN COUNTY FOREST

ANNUAL WORK PLAN 2019

TO: THE HONORABLE WASHBURN COUNTY BOARD OF SUPERVISORS

Following is the proposed Washburn County Forest work plan for the year 2019. The plan gives direction and meaning to the proposed County Forest budget. The plan further defines and supplements the County Forest Comprehensive Land Use Plan and emphasizes the current needs of the County Forest and Recreational System.

I. **TIMBER HARVEST**

Timber harvests are not only important for the economic well being of Washburn County, but also for the health and vigor of the forest. This includes all aspects of the forest including wildlife, watershed protection, air quality, recreation, and many other noncommercial values. Professional implementation of proper forest management and harvest techniques is essential. The timber management goal is to produce sustained yields of forest products by scheduling timber sales as close as possible to achieve the average annual allowable cut. Compartment reconnaissance information from the Wisconsin Forest Reconnaissance System (WisFIRS) will be used to determine stands where timber cutting is needed. Washburn County Forest plans to offer for sale approximately 2,780 acres of new timber sales (excluding salvage operations due to unknown occurrences and re-advertising of defaulted timber sale contracts) in the following timber types in 2019.*

Aspen	<u>900</u> acres
Jack Pine	<u>50</u> acres
Red Pine	<u>400</u> acres
Northern Hardwoods	<u>500</u> acres
Red Oak	<u>600</u> acres
Red Oak – Regeneration	<u>50</u> acres
White Spruce & Balsam Fir	<u>80</u> acres
Swamp Hardwood	<u>100</u> acres
White Birch	<u>50</u> acres
Other	<u>50</u> acres

* Timber sale establishment will exceed these acreages in order to build a timber sale “bank”

Information about what timber sale establishment activities are occurring at a specific time may be obtained by contacting the Washburn County Forestry Office, 850 W BeaverBrook Ave, Spooner, WI. 54801; phone (715) 635-4490.

II. REFORESTATION

- A. Scarification of Soil (preparation of seed bed for natural regeneration):
 - 1. Pre-harvest 100 acres (jack pine, birch, hardwood)
 - 2. Post-harvest 0 acres
- B. Site preparation (site preparation for planting):
 - 1. Mechanical (Bracke) 0 acres
 - 2. Mechanical (disk trench) 0 acres
 - 3. Chemical 0 acres
- C. Direct Seeding 50 acres
- D. Plantings 200 acres
- E. Replanting 0 acres
- F. Prescribed burning 50 acres

III. TIMBER STAND IMPROVEMENT

- A. Release (removal of competition around young plantations):
 - 1. Hand 50 acres
 - 2. Chemical 0 acres
- B. Pre-Commercial Thinning 0 acres
- C. Ironwood Control (mowing) 0 acres

IV. COUNTY FOREST ROADS

- A. Grade entire system as follow up to 2017/2018 FEMA related repairs. Evaluate/repair any remaining trouble spots.
- B. Evaluate need for annual mowing of all roads. Prioritize needs and mow 10 miles.
- B. Gravel portions of gas tax roads as needed.
- C. Grade and gravel other fire lanes and roads not entered into the County Forest Road system.
- D. Continue legislative efforts to eliminate gas tax program pro-rates and to increase per mile funding rate.

V. TIMBER ACCESS TRAILS

- A. Continue to implement the Road and Access Plan.
- B. Continue to plan all roads and access to keep them to a minimum.
- C. Continue road inventory project using GPS and collect information regarding use, work needs, and future use needs.
- D. Allocate a portion of the newly reinstated recreation offer to monitoring/enforcement of illegal motorized use.

VI. LAND ACQUISITION

- A. Follow direction of County Forest Comprehensive Land Use Plan and as approved by Forestry Committee.
 - 1. Evaluate land trades as presented to Forestry Committee for possible County Board approval.
 - 2. Evaluate land purchases as presented to Forestry Committee for possible County Board approval.

VII. SURVEYING

- A. Present to committee problem areas for certified survey or remonumentation efforts. Surveys generally needed to prevent trespass or to clarify boundaries in order to continue management.
- B. Utilize Trimble GPS unit to locate interior property corners where section corners are available.

VIII. FOREST PROTECTION

- A. Fire

1. Improve and maintain fire lanes
 2. Continue annual meeting to evaluate forest operations, facilitated by DNR Liaison
 3. Consult with DNR Rangers during periods of higher fire danger in order to modify timber sale activity when needed to reduce wildfire risk
 4. Support DNR fire suppression efforts when and where needed. Continue to ensure that staff is current in fire suppression training. Assistance to DNR will be focused primarily on protecting Washburn County Forest resources, with a secondary goal of providing assistance on other lands within the County. Staff resources will be allocated outside of the County only in cases of large project wildfires or in support of suppression on neighboring County Forests.
 5. Continue spring ATV closure and investigate means of enforcing ordinance language.
- B. Oak Wilt
1. Contract with DNR to conduct monitoring flights at least once during late summer to attempt to detect new oak wilt infestations. Consider multiple flights as needed to provide coverage over all oak resources on the County Forest.
 2. Aggressively treat any infestations with “frill/girdle” method using chemical and subsequent removal of infected trees and healthy trees within the buffer zone.
 3. Continue to assist private landowners, where practical, in treating and removing oak wilt infections that have the potential to impact County Forest
- C. Emerald Ash Borer
1. Increase levels of black ash management with a focus on trying to convert primary stand types to alternate swamp hardwood species.
 2. Continue to reduce the density of white ash within northern hardwood stands.
- D. Buckthorn
1. Continue to seek grant funding for buckthorn control
 2. Continue to treat known buckthorn infestations.
- E. Garlic Mustard
1. Continue to monitor for presence on the forest
 2. Consult with WDNR to assure that infestation on the Hemlocks Scientific Area is eradicated.
- F. Firewood
1. Develop further restrictions on outside firewood being brought into campgrounds
 2. Develop restrictions on firewood permits during oak wilt transmission risk periods.

IX. MULTIPLE USE AND ECOSYSTEM-BASED PROJECTS

- A. Continue efforts to regenerate jack pine, white birch, balsam, red oak, and other intolerant timber types, through planting, scarification, prescribed burning, and other silvicultural harvest methods.
- B. Attempt to increase levels of prescribed burning with a focus on releasing oak seedlings from competition on oak regeneration management sites.
- C. Continue to modify and finalize northern hardwood management matrix to aid in decisions on prescriptions. Establish even aged regeneration (shelterwood) harvests, in combination with scarification where necessary, to regenerate hardwood on sites with poor quality timber.
- D. Continue to evaluate older red pine plantation growth rates and thinning response. Conduct final harvest on those older plantations where growth does not exceed mortality. Target these areas for site preparation and replanting after harvests are complete.
- E. Recalculate annual allowable harvest projects for northern hardwood and red pine sites to adjust for even aged management and site regeneration.
- F. Continue to analyze aspen stands for “second entry” harvests as part of annual allowable harvests.
- G. Continue to monitor for invasive species, buckthorn in particular, and conduct eradication projects where feasible and when funding is available.

X. GEOGRAPHIC INFORMATION SYSTEMS (GIS) / COMPUTER TECHNOLOGY

- A. Continue to operate and maintain currency of GIS system and GIS data.
- B. Utilize the web based GIS / forest reconnaissance WisFIRS system (web based GIS editing

- system)
- C. Investigate ways to share data and collaborate with the Land Information Department to create efficiencies.
- D. Integrate new LIDAR data into forestry operations where appropriate.

XI. PRESCRIBED/CONTROLLED BURNING

- A. Continue to conduct prescribed burns as fire weather allows.
- B. Concentrate prescribed burning efforts in conjunction with shelterwood harvest in red oak and on maintenance of native pine stands.
- C. Evaluate effectiveness of prescribed burning for regenerating red oak, native pine, and for controlling competing vegetation.
- D. Cooperate with D.N.R. forestry and fire control to conduct burns in a safe and effective manner, and also in a way that does not require extensive DNR field staff support.

XII. RECREATION AREAS

- A. Snowmobile trails
 - 1. Continue to maintain snow trails program using maintenance grant program.
 - 2. Apply for annual maintenance grant funding for un-funded trail segments.
 - 3. Apply for grant funding for any necessary bridge repairs or replacements and other trail improvements. Begin evaluating all bridges within the system with a goal of replacing those bridges without a rate rating or engineer's design.
 - 4. Construct the Spring Creek Bridge utilizing grant funds awarded partially from the Snowmobile Trail Aids program, if not completed in 2018.
- B. Ski Trails
 - 1. Re-open any remaining trail sections that are blocked with wind thrown trees from the 2017 windstorm.
 - 2. Restore/reconstruct trail segments impacted by timber salvage operations. As part of this, begin widening the outside loops to accommodate freestyle (skate) skiing.
 - 3. Continue to groom Nordic and Totogatic ski trails
 - 4. Continue to try to recruit club labor to assist with trail maintenance using labor and equipment reimbursement with ATC annual impact funds.
 - 5. Purchase replacement ski trail groomer.
- C. ATV trails
 - 1. Continue to operate and maintain official ATV/UTV trail systems using County and ATV club labor.
 - 2. Continue to maintain bathroom and parking facilities in Trego, Saron, Berry Road and Hall Road.
 - 3. The entire trail system needs to be graded as soon as weather permits in early summer of 2019. Staff allocation to flooding repair projects during 2017 and 2018 forced the department to defer trail maintenance projects.
 - 4. Complete the Casey Loop ATV development project and the Fenander Road Rest Area project.
 - 5. Complete any remaining older trail rehabilitation projects that carried over from 2018.
 - 6. Construct the Spring Creek Bridge utilizing grant funds awarded partially from the Snowmobile Trail Aids program, if project is not completed in 2018.
 - 7. Continue to work legislatively to resolve conflicting program goals on trail rehabilitation and development standards that exists between county forest trail managers and the Off-Road Vehicle Advisory Council and Wisconsin ATV Association.
 - 8. Consider adopting a moratorium on any new trail development until a more collaborative relationship can be established between trail managers and the ORV Council/WATVA

9. Postpone any decision on taking over maintenance of the Tuscobia State Trail section in Washburn County until legal issues with the proximity of the trail to Highway 48 (one way night time travel required) until a resolution between DNR and DOT can be reached. This trail is currently under DNR management.

D. Other recreation trails:

1. Assist with maintenance on the Wildcat Mountain Bike Trail in Beaverbrook Township.
2. Attempt to develop a club, or “friends of” group to assist with maintenance of the Dugan Run Horse Trail.
3. Utilize annual impact fees from powerline funds to reimburse local clubs for labor, materials and equipment on non-motorized trails.

E. Parks & Campgrounds:

1. Park Expansion
 - a. Develop plan with Forestry, Parks and Recreation Committee for constructing a portions or all of the Totogatic Park Campground expansion, which will be dependent on grant award values and grant award timing.
 - b. Contract with engineering firm to develop construction bidding documents to complete as much of the project as possible given any constraints with funding or timing of funding
 - c. Bid projects and complete as much of the construction phasing as feasible during 2019.
2. Totogatic Park (75 units).
 - a. Continue the online reservation system
 - b. Allocate time from the newly created Natural Resources Technician position during summer camping season to assist with parks operation and maintenance.
 - c. Develop more stringent restrictions on imported firewood to help reduce risk of oak wilt and emerald ash borer infestations.
 - d. Contract with an electrician to find a way to split the power load within the campground to prevent overheating of the panels and subsequent outages during periods of high use.
 - e. Continue to increase wage rate for Groundskeeper position in order to attract more reliable and knowledgeable candidates.
 - f. Maintain and operate facilities.
2. Leisure Lake Youth Camp:
 - a. Continue to operate and maintain facilities.
 - b. Evaluate facilities for upgrades, especially cabins.
3. Sawmill Lake Campground
 - a. Replace/repair broken hand pump. Consider options for solar or propane powered pump system.
 - b. Attempt develop some method of vending firewood at the park and also prohibit import of firewood in to the facility by campers.
 - c. Continue to operate and maintain facility.
4. Dugan and Harmon Equestrian Campsites
 - a. Continue to operate facilities
 - b. Evaluate Harmon Lake for addition of sanitary dump station, which will also serve for Sawmill Park.

E. Rifle Range

1. Complete range improvements as identified in the federal grant funds secured for the project.

2. Continue to operate and maintain facility.

XIII. BUILDINGS, EQUIPMENT AND FACILITIES:

A. Forestry Department facilities

1. Forestry Shop – continue to operate and maintain facility.
2. Totogatic Park Ranger Residence - continue to operate and maintain facility.
3. Finalize building plans, compile bidding documents, solicit contractor and construct forestry office building at the 1700 Roundhouse Road site.

B. Equipment

1. Continue to utilize Noram compact road grader (under lease) to maintain recreation trails and County Forest Roads (fire lanes).
2. Purchase replacement 4 x 4 ½ ton pickup.
3. Rebuild beaver tail deck on equipment trailer
4. Purchase replacement snowmobile
5. Purchase new ski trail drag.
6. Continue to operate and maintain existing Forestry equipment pool

C. Wildlife Flowages

1. Continue to investigate options for removal and restoration of Black Brook Flowage area. This may require wild rice mitigation work and areas suitable for establishment of rice should be researched.
2. Evaluate feasibility of continued existence of Conroy Dam if any engineering requirements are mandated by DNR in 2019.
3. Complete any necessary engineering required by DNR for the Davis Flowage Dam
4. Apply for grant funding to remove northern most flowage on Wolf Springs Forest property.
5. Utilize Wildlife Habitat Grant fund balance monies to repair southern dike and dam structure on Wolf Springs Forest acquisition.
6. Secure necessary permits/approval to bring southern dike and dam on Wolf Springs Forest property into WDNR compliance.

XIV. SPECIAL PROJECTS, GRANTS AND FUNDING

A. Wildlife grant (\$.05 per acre grant for wildlife habitat)

1. Repair southern dike and dam structure on Wolf Springs Forest acquisition.
2. Maintain intolerant timber types (scarification for jack pine, white birch, oak, and balsam; prescribed burning for red oak and pine).
3. Purchase Spike herbicide for DNR treatment of wildlife openings.
4. Fund other projects as approved in the County Forest Comprehensive Land Use Plan.

B. Sustainable Forestry Grant – Determine an appropriate project for the August application deadline.

C. County Conservation Aids – Birch Lake Landing: The Department received a grant of \$14,786 to repair the boat landing on Birch Lake. New concrete pads will be set into the landing to stabilize the launch site and eliminate problems with boat trailers dropping off the back side of the existing launch. This project was originally budgeted for 2017, but other work priorities prevented completion.

D. Federal Sport Fish & Wildlife Restoration Funds – Minong Rifle Range: Grant funds were awarded to upgrade the Minong Rifle Range. This project was originally budgeted in 2017, but storm damage repair work load prevented any work from being accomplished on this project. The

upgrades are proposed for completion in 2019.

XV. Staff / Personnel

- A. Continue to utilize Recreation Officer Position and work with incoming Sheriff to develop long term agreements for how the position is best utilized.
- B. Look for training opportunities for the new technician positions that were hired in 2018.
- C. Re-design the Parks Groundskeeper LTE position with a much higher hourly rate. Try to recruit qualified candidates that would be reliable and could possible handle some management duties in the parks system.

XVI. Wisconsin Department of Natural Resources Time Standards

- A. Coordinate with Washburn Team Leader and other Division of Forestry staff to consolidate as many time standards hours as possible into a minimum number of staff in order to create efficiencies.
- B. Focus time primarily on timber sale establishment. The Liaison Forester or County Forest Foresters will act as lead forester on these projects. DNR staff will work under the direction of these lead foresters while conducting marking duties.
- C. Heavy equipment hours on scarification and other site prep duties will be conducted at the discretion of the County Forest Administrator.

- XVI. Forest Certification** – Continue to participate in SFI and FSC forest certification programs. Monitor standards for compliance. Continue efforts to prevent measurement standards from becoming too restrictive.

RESOLUTION #

Resolution Regarding Aquatic Invasive Species Grant

WHEREAS, Washburn County's lakes and rivers are important resources used by the public for recreation and enjoyment of natural beauty; and

WHEREAS, the prevention and control of introduction and spread of aquatic invasive species are critical to protect Washburn County's aquatic resources; and

WHEREAS, the Washburn County Land and Water Conservation Department is qualified to carry out the responsibilities of this protection project; and

WHEREAS, the Washburn County Land and Water Conservation Department has developed an *Aquatic Invasive Species Strategic Action Plan* with substantial input from citizens of Washburn County;

NOW, THEREFORE, BE IT RESOLVED that the Washburn County Land Conservation Committee requests the funds and assistance available from the Wisconsin Department of Natural Resources under the Surface Water Grant Program; and

HEREBY AUTHORIZES the Administrative Coordinator to act on behalf of Washburn County to: submit an application to the State of Wisconsin for financial aid for lake protection purposes; sign documents; and take necessary action to undertake, direct, and complete an approved protection project; and

NOW, THEREFORE, BE IT RESOLVED that Washburn County will comply with state rules for the program, may perform force account work, and will meet the financial obligations under the grant.

Approved by the **Washburn County Land Conservation Committee** at their October 24th, 2018 meeting.

FISCAL IMPACT - (\$49,500 DNR Funding/\$16,500 In-Kind)

Recommended for adoption by the Washburn County Finance Committee this 1st day of November 2018.

Steven Sather

David Haessig

David Masterjohn

Christopher Thompson

Linda Featherly