

WASHBURN COUNTY BOARD OF SUPERVISORS AGENDA
November 15, 2022
9:00 a.m.
Board Room, Washburn County Services Center, 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. D. Wilson
3. Notice of Meeting - County Clerk Olson
4. Roll Call – County Clerk Olson
5. Approval of October 18, 2022 County Board Proceedings
6. Concerned Citizens
7. Resolution for 2022 Tax Levy & 2023 Budget – Supv. S. Smith
8. Youth Government Day Introduction – Chair Mackie
9. Eagle Scout Presentation
10. Update from Mosaic on Broadband Project
11. **Consent Agenda Resolutions:**
 - A. Rezone Petition and Amendatory Ordinance – October 2022
12. **Other Resolutions and Ordinances:**
 - A. Ratification of the 2023-2024 Sheriff Deputies Local 225 Labor Agreement – Supv. Wilson
 - B. Resolution to Formalize the 2022 Loan to Historical Society for Replacement of Siding and Roof for the Parsonage – Supv. S. Smith
 - C. Resolution to Increase Fees for Marriage Licenses Issued by the Washburn County Clerk – Supv. S. Smith
 - D. Resolution Approving the Acceptance of Local Assistance and Tribal Consistency Fund (LATCF) Revenue and Increase the 2022 Budget – Supv. S. Smith
 - E. Resolution Approving the 2023 County Forest Work Plan – Supv. S. Johnson
 - F. Resolution Approving the 2023 County Forest Variable Acreage Share Payments – Supv. S. Johnson
 - G. Resolution to Transfer Funds from the Solid Waste Fund to the Recycling Fund and Payout to Town of Saronia – Supv. S. Smith
 - H. Resolution Approving the Use of the Remaining ARPA Funding for the Washburn County “Communications” Project – Chair Mackie
13. Committee Reports
14. Chair Appointments – Joe Hoy, Land Information Council
15. Chair Comments
16. Possible Future Agenda Items
17. Audit Per Diems
18. Adjourn

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

October 18, 2022

6:00 p.m.

Board Room, Washburn County Services Center, 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. D. Wilson.
3. Notice of Meeting was read by County Clerk Olson.
4. Roll Call was done by County Clerk Olson. Board members present: (21), No absences; Youth: (2), Greenfield, Anderson.
5. Approval of September 27, 2022 County Board Proceedings on motion by Supv. B. Olsgard, 2nd by Supv. C. Masterjohn; MC.
6. Update from Mosaic on Broadband Projects –Chair Mackie stated that this will be postponed until next meeting.
7. Concerned Citizens – Ed Fisher, Town of Spooner, spoke about campgrounds/RV parks; Maria Plisky, Town of Spooner (Preserve Washburn County), spoke in favor of a mortarium.
8. **Consent Agenda Resolutions:** on motion to approve by Supv. D. Wilson, 2nd by Supv. G. Cusick; MC.
 - A. **Rezone Petition and Amendatory Ordinance – September 2022**
 - B. **Resolution 2022-72 to Approve Update to A-5 Investment Policy**
 - C. **Resolution 2022-73 Supporting Operation Green Light for Veterans**
9. **Closed Session**
 - A. Closed Session under Wis. Stat. 19.85 (1) (e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session; and, 19.85 (1) (g) Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved; in regard to Building E bid – on motion by Supv. S. Smith, 2nd by Supv. S. Johnson. Roll Call Vote indicates unanimous ayes. Chair Mackie indicated both Tom Frost and Bill Johnson, Corporation Counsel, and Lolita Olson, Admin Coordinator be in attendance as well. Board retreated to the North Conference Room.
 - B. Motion by Supv. S. Smith, 2nd by Supv. J. Joy to return to Open Session and act on items from closed session, if deemed necessary and appropriate, and continue with additional agenda items; MC. Motion by Supv. L. Featherly to accept the bid from Cecil Builders for Building E, 2nd by Supv. J. Hoy. Roll Call Vote: Yes (14), No (7) Jerry Smith, Louis Villella, Hank Graber, Jeanne Bruce, Scott Roppe, Brian Melton, Clint Stariha; MC.
10. **Other Resolutions and Ordinances:**
 - A. **Resolution 2022-74 Authorizing Entry into an Intergovernmental Cooperation Agreement Relating to the “Wisconsin Investment Series Cooperative” and Authorizing Participation in the Investment Programs of the Fund** on motion to approve by Supv. S. Smith, 2nd by Supv. D. Wilson. Supv. S. Smith commented on the increase in rates for Treasury bills. Budget estimate includes about \$200,000 in interest and it is felt that we can do much better. Roll Vote: Yes (21), No (0); Youth: Yes (2); MC.
 - B. **Resolution 2022-75 to Increase the 2022 Unit on Aging Dept Budget re: Dairy Farmers of America Contribution** – on motion to approve by Supv. D. Wilson, 2nd by Supv. G. Cusick. Roll Vote: Yes (21), No (0); Youth (2); MC.
 - C. **Resolution 2022-76 to Increase the 2022 Unit on Aging Dept Budget re: WalMart Grant 2022** – on motion by Supv. L. Featherly, 2nd by Supv. S. Smith. Roll Vote: Yes (21), No (0); Youth: Yes (2); MC.

- D. **Resolution 2022-77 to Amend the 2022 Capital Project Fund Budget for an Updated 911 Jail Recording System** – on motion to approve by Supv. C. Masterjohn, 2nd by Supv. S. Johnson. Roll Vote: Yes (21), No (0); Youth: Yes (2); MC.
- E. **Resolution 2022-78 Approving Hiring of Public Administration Associates, LLC for Recruitment of Administrative Coordinator/HR Director** – Chair Mackie presented; motion to approve by Supv. D. Wilson, 2nd by Supv. L. Featherly. Roll Vote: Yes (21), No (0); Youth: Yes (2); MC.

- 11. Committee Reports were dispensed for this evening.
- 12. Chair Appointments – Goodbye to Tom Frost, as this will be his last meeting; Bill Johnson to Traffic Safety Committee. Land Information council – Michelle Latz, Nicole Tims, Paul Deneen, Nathan Nelson, Vic Sacco, Carol Buck, Lucas Meier, Dale Beers, Tim Kessler. Campground Ordinance Ad Hoc Committee appointments reviewed, sole duty is to deal with section of zoning code and would like it done in 3 months; present zoning committee members, Gwen Welter campground owner, Mark Radzak forestry interest, Mark Schultz realtor, Louis Villella, Beverly Stencel representing Lakes & Waters group – will send out a letter to members indicating when first meeting will be. Charges with making ordinance relevant to the camping situation; is outdated and has to be refined. Motion to approve by Supv. D. Wilson, 2nd by Supv. J. Ford; MC.
- 13. Chair Comments – This has been a long session; subject matter experts, such as Lynn Markham, UW Ext Stevens Point, will be asked for input by the Ad Hoc Committee; corporation counsel along with the complete zoning department will also be part of that group.
- 14. Possible Future Agenda Items – next meeting will be a day meeting – budget time, 9:00 am on Nov. 15th.
- 15. Audit Per Diems on motion by Supv. C. Masterjohn, 2nd by Supv. B. Olsgard; MC.
- 16. Adjourn at 7:21 p.m. on motion by Supv. C. Masterjohn, 2nd by Supv. B. Olsgard; MC.

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.

RESOLUTION #


Resolution for 2022 Tax Levy & 2023 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 \$11,337,462 · County purposes as specifically enumerated in the 2023 Budget.

COUNTY FISCAL IMPACT: \$11,337,462

County mill rate: 3.298 per \$1,000.00 of equalized valuation; Equalized Value of \$3,437,323,800

Recommended for adoption by the Washburn County Finance Committee this 6th day of October, 2022 and approved by the Washburn County Board of Supervisors this 15th day of November 2022.



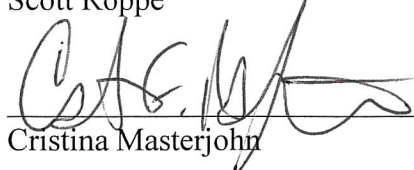
Stephen Smith, Chairman



David Wilson, Vice Chair



Linda Featherly

Scott Roppe


Cristina Masterjohn

REZONING PETITIONS

Washburn County Board of Supervisors

Rezoning petitions were filed with the Washburn County Zoning Office for changes in the Zoning districts. Notices were sent that a public hearing would be held on October 25, 2022.

The Zoning Committee did conduct the public hearings, considered the following and recommend as:

Barronett Township: Rodney Schloneger, Shell Lake WI. Property: Tax ID#85-35 acres, PT SW SW, in Section 05-37-13, Town of Barronett, to rezone 11-14 acres from Agricultural to Residential Agricultural to sell rest of land to son.

The Zoning Committee recommends APPROVAL of the request to rezone 11-14 acres of Agricultural to Residential Agricultural.

Interested persons were given the opportunity to be heard.

Dated

Jocelyn Ford, Chairman
Washburn County Zoning Committee

Rezonepetitions102522

AMENDATORY ORDINANCE

WHEREAS, the Washburn County Board of Supervisors has heretofore been petitioned to amend the Washburn County Zoning Ordinance and Maps; and

WHEREAS, the rezoning petitions have been referred to the zoning district boundaries, pursuant to Wisconsin Statute Chapter 59.69, and;

THEREFORE BE IT RESOLVED that the Washburn County Zoning Ordinance and maps, adopted in 1977 are hereby amended and designated as;

Barronett Township: Rodney Schloneger, Shell Lake WI. Property: Tax ID#85-35 acres, PT SW SW, in Section 05-37-13, Town of Barronett, to rezone 11-14 acres from Agricultural to Residential Agricultural to sell rest of land to son.

Interested persons were given the opportunity to be heard.

Supervisor _____ move to _____ rezonings,
second by _____

Supervisor _____, motion carried.

Dated

Thomas Mackie, Chairman

Washburn County Board of Supervisors

Rezonepetitions102522

RESOLUTION # _____

RESOLUTION TO RATIFY THE SHERIFF DEPUTIES LOCAL 225 LABOR AGREEMENT FOR 2023-2024

WHEREAS, the Personnel/Negotiating Committee and the Sheriff Deputies Local #225 have reached a tentative labor agreement for 2023-2024; and,

WHEREAS, Local #225 ratified this same tentative agreement;

THEREFORE BE IT RESOLVED; that the tentative agreement for 2023-2024 be ratified by the Washburn County Board of Supervisors and incorporated in the agreement.

FISCAL IMPACT:

Recommended for adoption by the Washburn County Personnel Committee this 1st day of September, 2022 and approved by the Washburn County Board of Supervisors this 15th day of November, 2022.

Dave Wilson, Chair

Hank Graber, Vice Chair

Linda Featherly, Member

Mark Radzak, Member

Jocelyn Ford, Member

THE WPPA DEPUTY CONTRACT IS LOCATED AT THE END OF THE
PACKET

RESOLUTION # _____

**RESOLUTION TO FORMALIZE THE 2022 LOAN TO
HISTORICAL SOCIETY FOR REPLACEMENT OF
SIDING AND ROOF FOR THE PARSONAGE**

WHEREAS, the Washburn County Historical Society requested \$64,502.44 in the form of a loan to replace the Parsonage siding and roof; and

WHEREAS, the project is complete and the expenses incurred for the siding and roof were paid directly to the vendors by Washburn County; and

WHEREAS, the loan is to be repaid through annual levy reductions to the Historical Society until the advance is paid in full (estimated to be 8 years); and

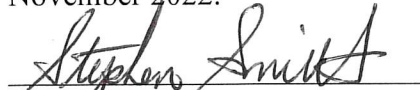
WHEREAS, this Resolution serves as an interest free promissory note from the Historical Society; and

WHEREAS, Washburn County has recorded a note receivable in the amount of \$64,502.44 on the financial books; and

THEREFORE BE IT RESOLVED that a loan to the Historical Society for replacement of the Parsonage siding and roof in the amount of \$64,502.44, which was approved in the 2022 Budget, commences this day in 2022.

FISCAL IMPACT: 64,502.44

Recommended for adoption by the Washburn County Finance Committee this 3rd day of November, 2022 and approved by the Washburn County Board of Supervisors this 15th day of November 2022.



Stephen Smith, Chair

David Wilson, Vice Chair



Linda Featherly

Scott Roppe



Cristina Masterjohn

RESOLUTION # _____

**RESOLUTION TO INCREASE FEES FOR MARRIAGE LICENSES ISSUED BY THE
WASHBURN COUNTY CLERK**

WHEREAS, the fees retained by the County Clerk for issuing marriage licenses have not been increased since 2002; and,

WHEREAS, during the 2023 Finance budget meetings, it was approved to raise marriage license fees to \$100.00 and \$25.00 for waivers; and,

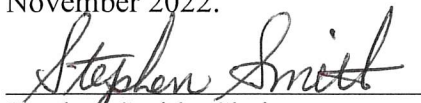
WHEREAS, Resolution 65-15 set forth that \$10.00 of the marriage license fee would be annually contributed to the Time-Out Family Abuse Shelter Inc., now Embrace, will continue; and,

WHEREAS, of the \$100.00 marriage license fee, \$25.00 goes to the State, \$10.00 goes to Embrace, and \$65.00 will be retained by the County Clerk's office, and \$25.00 of the waiver fee stays with the County Clerk's office; and

THEREFORE, BE IT RESOLVED that the increase of marriage license fees (\$100) and waiver fees (\$25) be effective January 1, 2023.

FISCAL IMPACT: Approximately \$1,500 annually

Recommended for adoption by the Washburn County Finance Committee this 3rd day of November 2022 and approved by the Washburn County Board of Supervisors this 15th day of November 2022.



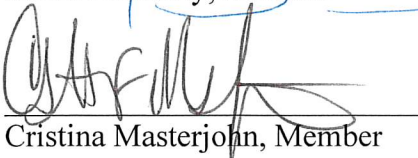
Stephen Smith, Chair

Scott Roppe, Member



Linda Featherly, Member

David Wilson, Member



Cristina Masterjohn, Member

RESOLUTION # _____

Resolution Approving the Acceptance of Local Assistance and Tribal Consistency Fund Revenue and Increase the 2022 Budget

WHEREAS, the American Rescue Plan appropriated \$2 billion to Treasury across fiscal years 2022 and 2023 to provide payments to eligible revenue sharing counties and eligible Tribal governments for use on any governmental purpose except lobbying activity for costs incurred on or after March 15, 2021; and

WHEREAS, the Local Assistance and Tribal Consistency Fund is a general revenue enhancement program that provides additional assistance to eligible revenue sharing counties and eligible Tribal governments; and

WHEREAS, the funds must be spent in accordance to Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Title VIII of the Civil Rights Act of 1968, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title II of the Americans with Disabilities Act of 1990, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, SAM, OMB Guidelines, Governmentwide Requirements for Drug-Free Workplace & Reporting Sub-Award and Executive Compensation Information; and,

WHEREAS, the first payment of \$50,000 was received on November 3, 2022; and

THEREFORE, BE IT RESOLVED; that the acceptance of \$50,000 increase the 2022 Budget account 100.57605 by \$50,000.

FISCAL IMPACT: \$50,000

Recommended for approval by the Washburn County Finance Committee this 15th day of November, 2022 and approved by the Washburn County Board of Supervisors this 15th day of November, 2022.

Stephen Smith, Chair

David Wilson, Vice Chair

Linda Featherly, Member

Cristina Masterjohn, Member

Scott Roppe, Member

Resolution No. _____

2023 County Forest Work Plan

WHEREAS, Counties having lands entered as “County Forest Lands” under the provisions of S.S. 28.11 of the Wisconsin Statutes, may annually receive from the state a grant of up to 50% of the County Forest Administrators wage and fringe and also reimbursement of a portion of certain membership dues, 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 2023 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 2022 Annual Work Plan and participation in the County Forest Administrator Grant program.

FISCAL IMPACT \$65,000.00

Submitted for adoption this 15th day of November 2022 by the Forestry, Parks and Recreation Committee:

Forestry, Parks & Recreation Committee:

Sandy Johnson, Chair

Hank Graber, Vice Chair

Jerry Smith

Mark Radzak

Brian Melton

Motion for adoption by:
Supervisor _____

Seconded by:
Supervisor _____

Ayes _____, Noes _____, Absent _____

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 15, 2022.

Lolita Olson, County Clerk

WASHBURN COUNTY FOREST

ANNUAL WORK PLAN 2023

TO: THE HONORABLE WASHBURN COUNTY BOARD OF SUPERVISORS

Following is the proposed Washburn County Forest work plan for the year 2023. 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. FOREST MANAGEMENT / SILVICULTURE

A. TIMBER SALES

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 2,950 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 2023.*

	<i>Annual Goal</i>	<i>Carry Over</i>	<i>Total</i>
Aspen	600 acres	-13 acres	<u>587 acres</u>
Jack Pine	150 acres	251 acres	<u>401 acres</u>
Red Pine	400 acres	0 acres	<u>400 acres</u>
Red Pine – Regeneration	50 acres	-75 acres	<u>0 acres</u>
Northern Hardwoods	450 acres	-30 acres	<u>420 acres</u>
Northern Hardwoods – Regeneration	50 acres	17 acres	<u>67 acres</u>
Red Oak	600 acres	195 acres	<u>795 acres</u>
Red Oak – Regeneration	50 acres	-53 acres	<u>0 acres</u>
White Spruce & Balsam Fir	80 acres	0 acres	<u>80 acres</u>
Swamp Hardwood	100 acres	0 acres	<u>100 acres</u>
White Birch	50 acres	0 acres	<u>50 acres</u>
Other	50 acres	0 acres	<u>50 acres</u>

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

B. REFORESTATION

1. As markets permit, attempt to sell jack pine sales associated with the 1980 Oak Lake Fire. As part of this, look for opportunities to post sale scarify approximately 50 acres of jack pine to promote regeneration.
2. Evaluate jack pine regeneration sites. Supplemental seed up to 50 acres as necessary.
3. Chemical and mechanical site preparation were conducted on 114 acres of red pine plantation rotations in 2022. These sites will be contracted for hand planting in 2023.
4. Evaluate oak regeneration sites and conduct prescribed burns, as weather permits, on approximately 50 acres to release young oak from competition.
5. Evaluate acorns in the fall and if a good crop is present, scarify mature red oak stands for regeneration.

C. TIMBER STAND IMPROVEMENT

1. Depending on the availability of the Gordon Prison Crew, release up to 50 acres of young red pine plantation by hand cutting competing vegetation.
2. Evaluate northern hardwood sites for regeneration issues and mow up to 50 acres to reduce ironwood competition and promote hardwood regeneration.
3. Contract 40 acres of chemical release within young red pine plantations.

D. HABITAT/ECOSYSTEM PROJECTS

1. Continue efforts to establish difficult to regenerate forest types. Focus on regenerating jack pine, white birch, balsam, red oak, and other intolerant timber types, through planting, scarification, prescribed burning, and other silvicultural harvest methods. These forest types are declining across the region and a focused effort to retain them on the County Forest is important.
2. Attempt to increase levels of prescribed burning, with a focus on releasing oak seedlings from competition on oak regeneration sites.
3. Continue to finalize, modify and adapt the northern hardwood management matrix to aid in decisions on silvicultural prescriptions on sites where traditional methods have failed. Establish even aged harvests, in conjunction with site preparation where necessary, to regenerate hardwood on sites with poor quality timber.
4. Continue evaluating 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.
5. Refine annual allowable harvest projections for northern hardwood and red pine sites to adjust for even aged management and site regenerations.
6. Maintain procedure for entering aspen stands with second rotation harvest as part of annual allowable allotment for the species.

II. FOREST RESOURCE PROTECTION

A. FOREST FIRE PROTECTION

1. Maintain and improve fire lane system (gas tax roads)
2. Conduct annual partnership meetings to evaluate planning and operations
3. Consult with DNR during periods of high fire danger in order to modify timber sale activity during certain periods to reduce risk of ignition.
4. Support DNR wildfire suppression efforts where needed and in accordance with the Fire Control MOU. Assistance will be focused primarily on protecting Washburn County Forest, and adjacent resources, with a secondary goal of providing assistance to other lands within the County. Staff resources will be allocated outside of the County only in cases of large project fires or in support of suppression on neighboring County Forest.
5. ~~Continue focus of using Forestry Technicians as heavy equipment operators within DNR fire suppression operations.~~
6. Continue spring ATV closure

B. INSECTS AND DISEASE

1. Oak Wilt

- 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.
- Aggressively treat any infestations with “frill/girdle” method using chemical and subsequent removal of infected trees and healthy trees within the buffer zone.
- Document all chemical application for compliance with certification.
- Continue to assist private landowners, where practical, in treating and removing oak wilt infections that have the potential to impact County Forest. As oak wilt continues to move across the county, efforts should be focused on lands directly adjacent to county forest.
- Continue to monitor suspected oak wilt sites from 2021. Many of these locations could not be directly confirmed as positive for oak wilt and further monitoring is necessary.

2. Emerald Ash Borer

- Attempt to increase levels of black ash management as markets and weather conditions dictate. Focus on trying to convert primary stand types to swamp hardwood species other than ash.
- Work to include white ash as a high priority of removal when managing northern hardwood stands. The goal is not to remove all ash, but rather pre-salvage as many high value trees as possible. Retain pole timber and small sawlog sized ash that are of good quality and vigorous in a way that are scattered across the stand.
- Monitor for possible infestations.

3. Other – continue to monitor for jack pine budworm, two-lined chestnut borer, and other potential pathogens and evaluate for management response. Budworm populations in particular were increasing through 2022 and monitoring for mortality will continue,

C. INVASIVE SPECIES

1. Buckthorn

- Continue to look for buckthorn infestations
- Aggressively treat smaller patches, with internal staff using hand sprayers
- Staff will carry chemical and sprayers in their vehicles during the time of year when basal stem treatment is effective and spot treat scattered patches/individuals when they are found.
- The location and boundaries of larger patches will be submitted to the Forest Administrator for consideration of contract applications.
- Continue to search for outside funding sources.

2. Honeysuckle – scattered patches are present and they will be treated in a similar manner as buckthorn.

3. Garlic mustard – there are no known infestations but monitoring will continue.

4. Document all chemical applications for compliance with forest certification

III. RECREATION

A. PARKS AND CAMPGROUNDS

1. Totogatic Park

- Complete any remaining construction needs of the new maintenance building.
- Continue to fine tune the newly upgraded reservation system.
- Upgrade electrical service in the southeast portion of the park.
- Confirm function of septic system at old shower building. If the system is operating property, and not leaking, drill a new well to alleviate nitrate issues with the water supply. Abandon the existing well.
- Continue to allocate time from the Natural Resources Technician position during summer

- camping season to assist with parks operation and maintenance.
 - Continue using the new Campground Manager position.
- 2. Sawmill Park
 - Replace/repair broken hand pumps
 - Seek funding sources to replace pavilion
 - Seek funding sources to replace dock system
 - Continue to operate and maintain facility
- 3. Leisure Lake Youth Camp
 - Work with DATCAP to secure an appropriate license for facility operation.
 - Begin facility improvements based on plans developed in 2022
 - Continue facility closure until license is secured and renovations completed.
 - Continue to operate and maintain facility
- 4. Dugan and Harmon Equestrian Campsites
 - Evaluate Harmon Lake for sanitary dump station
 - Repair electrical service at Harmon
 - Consider eliminating camping at the Dugan Run facility and converting to day-use only.
 - Continue to monitor use by campers not associated with horse trail riding and consider additional restrictions as need arises.

B. MOTORIZED RECREATION TRAILS

1. Snowmobile Trail System
 - Continue to maintain snow trails program using maintenance grant program,
 - Apply for grant funding for any necessary bridge repairs/replacements and other trail improvements
 - Continue evaluating all bridges within the system with a goal of upgrading older bridges with engineer designed bridges.
 - Construct Mackie Creek Bridge using 50% Snowmobile Grant funds
2. ATV Trail System
 - Continue to operate and maintain the official ATV/UTV trail system using maintenance grant programs.
 - Continue to operate and maintain bathroom and parking facilities at Trego, Sarona, Berry Road, and Hall Road.
 - Grade the entire trail system at least once during the season with County staff and equipment, including those sections of County Forest Roads that are trail connectors.
 - Re-deck the Hay Creek Bridge if treated timber materials are readily available and at a reasonable cost.
 - Complete remaining trail rehabilitation work on Trail 39N and Stony Brook Trail east using grant funding
 - Construct Mackie Creek Bridge using 50% ATV Grant funds
 - Apply for grant funding for any necessary bridge repairs/replacements and other trail improvements
 - Continue evaluating all bridges within the system with a goal of upgrading older bridges with engineer designed bridges.
 - Reconcile County trail standards with newly adopted state ATV trail guidelines.
 - Continue to work legislatively to resolve conflicting program goals on trail rehabilitation and development standards that exist between county forest trail managers and the Off-Road Vehicle Advisory Council. The moratorium on new trail miles shall remain in place until a more collaborative relationship can be established.
 - Participate in legislative efforts to increase maintenance funding to help accommodate the influx of larger UTV's
 - Participate in legislative efforts to increase funding into ATV trail enforcement aids

- Participate in legislative efforts to prevent increasing statutory width definitions of UTV's
- Consider acquisition of easement for operation of Tuscobia Trail.
- Connect Shell Lake to Barronett using combination of Shell Lake Grade and Old Highway 63.
- Begin investigating Shingle Camp Road as a route connection and a corresponding relocation of Ice Age Trail.

C. NON-MOTORIZED RECREATION TRAILS

1. Ski Trails

- Look for opportunities to recruit volunteer labor, likely through the formation of a local club, to assist with trail maintenance.
- Continue to groom and maintain trails.

2. Wildcat Bike Trails

- Continue to facilitate local volunteer efforts to operate and maintain trail. Look for specific opportunities to partner with and assist the newly formed Rails on Trails club.
- Apply for DOT directional signage on Highway 70
- Plan for adding a bathroom, shelter and other amenities at the trailhead if funding is available.
- Continue to push DNR for approval of the bike trail proposal running adjacent to the Wild River Trail from Spooner to the Beaverbrook ATV trail. Assist the club in construction efforts where needed.

3. Dugan Run Horse Trails

- Look for opportunities to recruit volunteer labor, likely through the formation of a local club, to assist with trail maintenance.
- Evaluate usage to determine feasibility of long term operations
- Mow trail system annually in late summer or early fall.
- Monitor trail areas for invasive species

4. Ice Age Trail – Continue to work with statewide Ice Age Trail representatives to develop long range plans for the trail connection. In particular, push for relocation of the Ice Age Trail off the surface of Shingle Camp Road.

D. OTHER RECREATION

1. Continue to operate and maintain Minong Rifle Range
2. Help develop an organized entity to take on trap range operation at Minong Range.
2. Seek funding to repair Big McKenzie Lake boat landing

IV. WILDLIFE RELATED PROJECTS

A. FLOWAGES

1. Continue planning efforts to remove/restore Black Brook Flowage. Discussions with DNR wildlife and DNR engineers in 2020 led to potential options to remove the structure without requiring intensive engineering plans. Continue discussions and develop a plan for removal in 2022. Seek grant funding, and as part of this, research options for creating a wetland mitigation bank.
2. Vandalism/tampering of the structure at Casey Creek Flowage resulted in significant damage to the spillway structure. Discussions with DNR staff have led to a general agreement that the best option is to remove the structure. As with Black Brook, look for opportunities to remove the structure in the most cost effective manner possible.
3. As part of the Wolf Springs Dam #4 removal, and potential wetland bank, look for funding options to bring Dam #3 into compliance.
4. Complete any necessary inspections or engineering on the Davis Flowage Structure.

B. WILDLIFE OPENINGS

1. Work with DNR Wildlife to evaluate the wildlife openings program. Priorities these openings and eliminate those with minimal benefit.
2. Purchase herbicide for wildlife openings treatment

3. Assist DNR with mowing where feasible.
- C. OTHER WILDLIFE HABITAT RELATED PROJECTS
1. Continue to promote jack pine habitats
 2. Continue to promote red oak, white birch and other declining species
 3. Maintain gates
 4. Seed logging trails where necessary.
 5. Washburn County received a grant of \$9,842 from turkey stamp funds for the purpose of oak scarification. Complete this project if acorns are sufficient.

V. FOREST ROADS

A. COUNTY FOREST ROADS

1. Grade entire 94 mile system and evaluate/repair trouble spots.
2. Prioritize mowing needs, mow approximately 10 miles.
3. Gravel north half of Shingle Camp Fire Lane
4. Use any remaining funds to begin gravelling those roads in used for ATV connections as part of the Casey Loop ATV Trail.

B. FOREST/LOGGING ROADS

1. Continue to implement Road and Access Plan
2. Plan all road expansions to minimize road density
3. Monitor for illegal use.

VI. FACILITIES, EQUIPMENT, STAFF/PERSONNEL

A. FACILITIES

1. Continue to operate and maintain shop facility
2. Replace at least one overhead door in the shop.
3. Continue to operate park model mobile home at Totogatic but consider transitioning from residence use to office.

B. EQUIPMENT

1. Continue to operate and maintain existing fleet
2. Purchase replacement pickup

C. PERSONNEL

1. Provide training opportunities to the newer employees (Technicians)
2. Continue to utilize Recreation Officer
3. Replace any positions if they become vacant.
4. Restructure campground operations at Totogatic Park with the development of the new Campground Manager position.

D. Wisconsin Department of Natural Resources Time Standards

1. Coordinate with Washburn Team Leader to consolidate as many time standard hours into a minimum number of DNR staff in order to create efficiencies.
2. Focus time standards hours primarily on timber sale establishment. The Liaison Forester or County Forest staff will act as lead forester on these projects.
3. Heavy equipment hours on scarification and other site preparation duties will be conducted at the discretion of the County Forest Administrator

VII. OTHER

A. LAW ENFORCEMENT

1. Continue to fund and utilize Recreation Officer Position
2. Continue to focus law enforcement efforts on ATV/UTV, permanent deer stands, and violations of Road and Access Plan and other violations of Chapter 50 of the Washburn County Municipal Code.
3. Continue to utilize ATV and Snowmobile Law Enforcement grant aids.

B. LEGISLATIVE ISSUES

1. Work with Wisconsin County Forest Association via the Legislative/Certification Committee in engaging the state legislature and other offices to help protect forestry funding in the upcoming budget.
2. Engage in legislative efforts to enhance and protect the county forest programs as opportunities arise.

D. TIMBER MARKETS

1. Continue to monitor market conditions and offer annual allowable harvest acreage as planned, while attempting to offer sales with higher likelihood of sale (older versus younger red pine, sales with aspen, etc.)
2. Look for opportunities to start discussions with county economic development staff to attempt to promote local value added industries.

E. FOREST CERTIFICATION

1. Continue to participate in SFI and FSC forest certification programs
2. Continue to evaluate cost/benefit of participation
3. The U.S. FSC standard is currently under revision to incorporate what are called International Generic Indicators. The draft of these revisions includes numerous changes that have potential to require much more intensive workload to remain certified, as well as significant acreage removed from the active management. Remain involved in efforts to prevent standards revisions as drafted. Numerous state agencies are involved in this effort as well. If the new standards are adopted as drafted, it will likely become too burdensome to remain certified under the FSC program.

F. LAND ACQUISITION

1. Follow the direction of the County Forest Comprehensive Land Use Plan
2. Evaluate land trades and/or purchases presented to the Committee for possible County Board approval
3. Seek grant funding options for any proposals that the Committee approves pursuing.
4. There are no specific projects planned for 2022.

G. CARBON – continue to work with carbon market contract terms, especially the reporting requirements, and assist carbon firm with marketing Washburn County credits.

Resolution No. _____

County Forest Variable Share Payments

WHEREAS, Counties having lands entered as “County Forest Lands” under the provisions of S.S. 28.11 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 2022 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.

FISCAL IMPACT \$74,737.00

Submitted for adoption this 15th day of November, 2022 by:

Forestry, Parks & Recreation Committee:

Sandy Johnson, Chair

Hank Graber, Vice Chair

Jerry Smith

Mark Radzak

Brian Melton

Motion for adoption by:
Supervisor _____

Seconded by:
Supervisor _____

Ayes _____, Noes _____, Absent _____

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 15, 2022.

Lolita Olson, County Clerk

RESOLUTION # _____

**RESOLUTION TO TRANSFER FUNDS FROM THE SOLID WASTE FUND
TO THE RECYCLING FUND AND PAYOUT TO TOWN OF SARONA**

WHEREAS, Washburn County receives tipping fee revenue quarterly from Republic Services for the operation of the landfill located in the Town of Sarona; and

WHEREAS, a portion of the fees is allocated to the Solid Waste Fund to be used as the Local Monitoring Committee, Town of Sarona, and Washburn County determine. The fund has an accumulated fund balance of \$211,530.37 as of December 31, 2021; and

WHEREAS, the Local Monitoring Committee and the Town of Sarona recommend reducing the fund balance down to \$150,000 with the pay down to be split between the Town of Sarona and Washburn County per the percentages identified in the Agreement-Disposal Fee Disposition (47.1% Sarona & 52.9% County) dated December 20, 2005; and

WHEREAS, \$61,530.00 of the accumulated fund balance of \$211,530.37 as of December 31, 2021 is to be split 47.1% to Sarona and 52.9% to the County,

WHEREAS, Washburn County passed resolution #15-02, *Resolution to Formally Commit Specific revenue Sources and Establish Specific Uses of Those Resources*, which requires formal governance action to transfer funds from Special Revenue Funds; and

WHEREAS, the Washburn County Finance Committee recommends transferring the county portion of the fund balance pay down to the Recycling Fund.

THEREFORE BE IT RESOLVED that \$28,981 is paid to the Town of Sarona and Washburn County according to the percentages previously used and the County portion of \$32,549 is transferred to the Recycling Fund.

**FISCAL IMPACT: Transfer of Funds - \$32,549
Paid to Town of Sarona \$28,981**

Recommended for adoption by the Washburn County Solid Waste Committee on the 14th day of November & the Finance Committee this 15th day of November, 2022 and approved by the Washburn County Board of Supervisors this 15th day of November 2022.

Stephen Smith, Chair

David Wilson, Vice Chair

Linda Featherly

Scott Roppe

Cristina Masterjohn

RESOLUTION # _____

Resolution Approving the Use of the Remaining ARPA Funding for the Washburn County “Communications” Project

WHEREAS, in response to a need to address the aging radio communication systems in Washburn County an Ad Hoc Communications Committee was formed; and,

WHEREAS, the Washburn County ARPA Committee has given the communication project a top priority for utilization of ARPA dollars, and the Treasury rules allow for such utilization; and,

WHEREAS, the Communication project was previously approved in two sections with funding to come from the ARPA Fund:

- Phase I & II up to \$700,000 by Resolution #2021-27 on March 16, 2021
- Phase III & IV for \$600,000 by Annual 2022 Washburn County Approved Budget

WHEREAS, as of October 31, 2022, the project costs have incurred expenses of \$1,312,557.30; and

WHEREAS, additional expenses are estimated to be up to \$500,000 to be used to complete the project which includes building two more towers and associated expenses for the project; and

WHEREAS, the American Rescue Plan Action (ARPA) allocation yet to be allocated is \$492,926.00; and,

WHEREAS, any savings from the Communications project would come back to be re-allocated by the ARPA Committee; and,

THEREFORE, BE IT RESOLVED; that the Washburn County Board of Supervisors approve ARPA’s remaining fund allocation in the amount of \$492,926 to be used for the Communications project with the expenses running through a segregated ARPA Fund (450.57600).

FISCAL IMPACT: utilize \$492,926 ARPA Funding toward the Communications Project

Recommended for approval by the Washburn County Executive Committee this 9th day of November 2022 and approved by the Washburn County Board of Supervisors this 15th day of November, 2022.

Thomas Mackie, Chair

David Wilson, 1st Vice Chair

Linda Featherly, 2nd Vice Chair

Mark Radzak, Member

Hank Graber, Member

Labor Agreement
between
Washburn County
and
Wisconsin Professional Police Association
Local 225 - DEPUTIES
2023-2024

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	6
ARTICLE 9 – EMERGENCY LEAVE WITH PAY	7
ARTICLE 10 – UNION ACTIVITY	8
ARTICLE 11 – NO STRIKE AGREEMENT	8
ARTICLE 12 – UNION DUES	9
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.....	12
ARTICLE 19 – WORK DAY, WORK WEEK, OVERTIME	13
ARTICLE 20 – RETIREMENT	16
ARTICLE 21 – WORKERS’ COMPENSATION	16

ARTICLE 22 – JURY DUTY	17
ARTICLE 23 – DISCIPLINE	17
ARTICLE 24 – HEALTH INSURANCE.....	18
ARTICLE 25 – SALARY SCHEDULE.....	18
ARTICLE 26 – SELF-TERMINATION	19
ARTICLE 27 – SAVINGS CLAUSE.....	19
ARTICLE 28 – ENTIRE MEMORANDUM OF AGREEMENT	19
ARTICLE 29 – DURATION, NEGOTIATION and REOPENER PROCEDURES	20
ARTICLE 30 – MAINTENANCE OF BENEFITS	20
ARTICLE 31 – MUNICIPAL EMPLOYMENT RELATIONS ACT	20
APPENDIX A – WAGES.....	22

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, 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 for any reason, without recourse or appeal through 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. The determination by the Sheriff of the employee's failure to maintain residency status without an authorized variance constitutes the employee's voluntary resignation from employment.

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 their own illness or injury by reason of accident not connected with employment, for their own doctor appointments, for the illness or injury of their spouse, and for the illness or injury of a dependent child that is living in the same household or is reliant upon the employee for care and financial support, 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. 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 ten (10) 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 employees have been accumulated.
 3. For every day an employee exceeds the contractual cap for sick leave accumulation of 807.50 hours, 4 hours will be deposited in the employee's PEHP account.
- B. Abuse: In the event that the County suspects that any employee is abusing the sick leave privilege, a doctor's certificate as proof of illness may be requested.
- C. 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.
- D. 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.

- E. 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.
- F. 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.
- G. 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, for a period not to exceed six (6) months.

ARTICLE 9 – EMERGENCY LEAVE WITH PAY

- A. Bereavement Pay. Employees shall be entitled to bereavement pay in the event of death in the employee's immediate family. Immediate family shall include: spouse/life partner, children – including current step-children, parents – including stepparents, siblings, in-laws to include mother/father/brother/sister, grandparents, and grandchildren. Said leave shall be for a maximum period of one week per incident and shall be paid at the employee's regular scheduled hours worked. One additional paid week may be available on a case by case basis upon recommendation by the Department Head and approved by HR. Accrued time (sick, vacation, comp time), is allowed to be used after the second week, if necessary and approved.
- B. Serious Illness in Family: The parties agree to abide by the provisions of the Wisconsin Family Medical Leave Act and the federal Family Medical Leave Act, where applicable.
- 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 (4½) hour leave for all funerals that occur within Washburn County.

D. For the purposes of this Article:

1. Employees will be compensated for ten (10) hours per day of leave available through this Article.
2. Under Subsection 9.A., “Bereavement Leave,” “one week” of available leave shall mean five (5) workdays [not necessarily consecutive workdays]. Under Subsection 9.A., “Bereavement Leave,” an employee’s “regular schedule hours worked” shall mean the number of hours the employee is regularly scheduled to work during a single workweek [e.g., 20 hours per workweek, or 40 hours per workweek].

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 and until a successor Agreement is ratified by both parties.

ARTICLE 12 – UNION DUES

- 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 deductions 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 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, SectionF, 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	\$ 9.00
Lunch	\$ 11.00
Dinner	\$ 20.00

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 \$20.00 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 two hundred dollars (\$200.00) 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 will be compensated for eleven (11) regular holidays (as per list below) and may choose to use or be compensated for an additional two (2) floating holidays (for a total of thirteen [13] holidays). The employees may use the two (2) floating days 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

(or Thursday if on a day off on a Friday) shall be the observed holiday and if the holiday falls on a Sunday, the following Monday (or Tuesday if on a day off on Monday) shall be the observed holiday.

The following holidays are observed by the County: New Year's Day, President's Day, Friday before Easter, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve Day, Christmas Day.

- 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 all regular full-time employees, each holiday shall be paid out at ten (10) hours each. Employees who choose to take a floating holiday as one day off, will be compensated for the day at ten (10) 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 all regular, full-time employees, "one (1) day" shall mean ten (10) hours for accrual purposes, with the employee drawing from the accrual for use at ten (10) 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 five (5) on four (4) off at ten (10) hours per day. The recreation officer shall work a schedule as assigned by the Sheriff or his/her designee. The recreation officer's work day shall not be longer than ten (10) hours per day unless approved by the Sheriff or his/her designee. The recreation officer shall work a schedule to amount to 2080 annually. Regular investigators and juvenile officers shall work ten (10) hours per day on a 4 on 4 off, 4 on 2 off 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 (1½) times the regular rate of pay 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 (1½). 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, juvenile and recreation officers 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 to the part-time, limited term employees or other non-bargaining unit members. 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 may be reduced to account for these hours.

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, 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.
- D. 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: Employees who have completed their initial probationary period may be suspended, demoted, dismissed or otherwise disciplined in accordance with § 59.26 of the Wisconsin Statutes. After a matter related to suspension, demotion, discharge or earlier discipline is heard by the Personnel Committee pursuant to § 59.26, the grievant may elect to appeal the decision of the Personnel Committee either to Circuit Court as provided by § 59.26, or to arbitration as provided in Section F of the grievance procedure in Article 7. The grievant must designate, in writing, which of these two disciplinary appeal options he/she will exclusively utilize, and such designation shall constitute a waiver of the alternative appeal method. An election of one (1) disciplinary appeal option by the grievant shall preclude use of the other. The standard of review for arbitration of a disciplinary appeal under Section F shall be just cause.
- 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

The County retains the unilateral right to decide whether to offer a healthcare plan and to unilaterally determine the design of the plan. If the County decides to offer a healthcare plan, then the County agrees to pay 87.5% of the healthcare plan premiums beginning January 1, 2023. If the County unilaterally decides to offer a healthcare plan, eligible employees will be subject to all terms and conditions of such healthcare plan.

If the County decides to offer a healthcare plan, it may also decide to implement a Section 125 medical reimbursement plan.

If the County decides to offer a healthcare plan, then it may also decide to permit retired employees to stay in the group health insurance plan until such time as they are covered under Medicare. If the County decides to offer a healthcare plan, and decides to permit retired employees to stay in the group health insurance plan, then retired employees will be required to pay the full monthly insurance premiums on the required date every month to the Plan Administrator.

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 that 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. 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, 2023, and shall remain in full force and effect through December 31, 2024, 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, 2024, 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 – MUNICIPAL EMPLOYMENT RELATIONS 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 _____, 2022.

FOR THE EMPLOYER:

FOR THE UNION:

Chairperson

President

Drafted by:
vonBriesen & Roper, s.c.
310 Pinnacle Way, Suite 201
Eau Claire, WI 54701
(715) 214-1800

APPENDIX A – WAGES

	<u>POSITION</u>	<u>START</u>	<u>6 MONTHS</u>	<u>1 YEAR</u>
1/1/2023	(5.00%)			
	Deputy	29.90	30.52	31.07
	Deputy/Park Ranger	29.90	30.52	31.07
	Investigator & Patrol Sergeant	32.51	33.09	33.59
1/1/2024	(5.00%)			
	Deputy	31.40	32.05	32.62
	Deputy/Park Ranger	31.40	32.05	32.62
	Investigator & Patrol Sergeant	34.14	34.74	35.27

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