

**Labor Agreement**  
**between**  
**Washburn County**  
**and**  
**Wisconsin Professional Police Association**  
**Local 225 - DEPUTIES**  
**2025-2026**

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## **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.
- D. **Lateral Transfer:** Employees who are hired from a different law enforcement agency, with at least 10 years of experience, will be placed on the salary schedule at the 1-year step. Sick leave, vacation time, and probation period will remain the same as a newly hired employee. No benefits will be increased due to the step placement.

## **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, Section F, 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 and juvenile officer 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 an employee's regularly scheduled day off, the following days will become the observed holiday; holiday falls on a Friday, the preceding Thursday shall be the observed day; holiday falls on a Saturday, the preceding Friday shall be the observed day; holiday falls on a Sunday, the following Monday shall be the observed day. Holiday falls on a Monday, the following Tuesday shall be the observed holiday. If the observed day is also a scheduled day off, it will shift to the next observed day as indicated in this section.

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 31<sup>st</sup> 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.
- Effective December 31, 2024, longevity shall be deleted in its entirety.
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, 2025, and shall remain in full force and effect through December 31, 2026, 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, 2026, 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 17 day of December, 2024.

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**

	<b><u>POSITION</u></b>	<b><u>START</u></b>	<b><u>6 MONTHS</u></b>	<b><u>1 YEAR</u></b>
1/1/2025	(5.50%)			
	Deputy	33.13	33.81	34.41
	Deputy/Park Ranger	33.13	33.81	34.41
	Investigator & Patrol Sergeant	36.02	36.65	37.21
1/1/2026	(5.50%)			
	Deputy	34.95	35.67	36.30
	Deputy/Park Ranger	34.95	35.67	36.30
	Investigator & Patrol Sergeant	38.00	38.67	39.26

**SIDE LETTER AGREEMENT BETWEEN WASHBURN COUNTY AND  
THE WISCONSIN PROFESSIONAL POLICE ASSOCIATION, LOCAL 225**

**COURT SECURITY DEPUTY POSITION**

**WHEREAS**, Washburn County (the “County”) and WPPA, Local 225 (the “Association”) are parties to a Collective Bargaining Agreement (the “CBA”); and

**WHEREAS**, the County desires to create a Court Security Deputy position to be filled by a sworn, certified law enforcement officer for purposes of addressing a current staffing need within the County’s Courthouse; and

**WHEREAS**, the County and Association mutually agree the Court Security Deputy position is to be included in the bargaining unit recognized within the parties’ CBA, and that such position is to be perform the duties assigned by the Sheriff or his or her designee; and

**WHEREAS**, the parties desire, through this Side Letter Agreement, to specify the provisions of the CBA that shall not apply to sworn, certified employees serving in the Court Security Deputy position or that shall differ from the CBA, as well as any other unique terms and conditions of employment that pertain to such position.

**NOW, THEREFORE**, the County and the Association agree as follow:

1. **Creation of Position**. Effective January 9, 2023, the position of Court Security Deputy shall be created. The position shall be included within the bargaining unit and recognized within the parties’ CBA. The Sheriff reserves the right to fill the position with the individual the Sheriff deems appropriate, to the extent permitted by law or by County ordinance, policy, or resolution. The position’s job duties and responsibilities shall be assigned by the Sheriff or his or her designee.
2. **Wages**. – Article 25-Salary Schedule, Section B of the CBA, shall not apply to the Court Security Deputy position. The Court Security Deputy position shall be placed on the “Deputy” wage step within Appendix A to the CBA in accordance with their Sheriff’s Office hire date (*i.e.*, if a new hire, they will be placed at the “Start” rate). The position will thereafter progress on the “Deputy” wage step in accordance with the CBA and their period of service with the Sheriff’s Office.
3. **Hours of Work**. Article 19 – Work Day, Work Week, Overtime, Section H, shall not apply to the Court Security Deputy position. The Court Security Deputy will generally work a Monday – Friday schedule with hours of 8:00 a.m. to 4:00 p.m.; however, the Court Security Deputy’s schedule shall be set by the Sheriff or his or her designee and shall be subject to change as necessary to meet public service requirements.

**Overtime Shifts.** Overtime shall be paid for all time worked outside of the work schedule, at the rate of one and one-half (1 ½) times the regular rate of pay for actual time worked in excess of the work day, work week as stated in #3, "Hours of Work". All hours paid shall be considered hours worked for overtime calculations.

4. **Holidays.** Article 17 – Holidays shall not apply to the Court Security Deputy position. The position shall be eligible for the same eleven (11) holidays and two (2) floating holidays identified in Article 17, Section A; however, to the extent the Court Security Deputy has off on any of the eleven (11) recognized holidays within the CBA due to the County's Courthouse being closed, the position shall receive pay for any such holiday(s) at the time observed rather than via a lump sum payout under Article 17, Section B. The two (2) floating holidays identified in Article 17, Section A may be used by the Court Security Deputy at any time during the year upon at least a one (1) week notice and the approval of the Sheriff or his or her designee. All paid holidays shall reflect an eight (8) hour workday.
  
5. **Accrual and Use of Vacation and Sick Leave.**
  - A. Article 8- Sick Leave – The position shall follow Article 8 – Sick Leave in the Labor Agreement with the exception of:
    1. One day will equal 8 hours for accrual purposes.
    2. The drawing from accrual for use will be 8 hours per day.
    3. For every day the employee exceeds the contractual cap for sick leave accumulation of 807.5 hours, 4 hours will be deposited in the employee's PEHP account.
  
  - B. Article 18 –The position shall be eligible for the same vacation allotments set forth in Article 18, Section A, B and C, consistent with their years of service with the Sheriff's Office; however a vacation day shall represent eight (8) hours of paid time off.
  
6. **Governing Nature.** Upon execution, this Side Letter Agreement shall become the status quo and is to be fully incorporated into the parties' successor Collective Bargaining Agreements unless modified by the parties during bargaining. All other terms and conditions of the parties' Collective Bargaining Agreement shall apply. If there are conflicts between the Collective Bargaining Agreement and this Side Letter Agreement, the terms of this Side Letter Agreement shall govern.

Dated at Shell Lake, Wisconsin this day 17<sup>th</sup> of December 2024 ~~2023-~~

Washburn County

Tom Kessler  
Signatory for County

Darci Pecterman-Kueper  
Signatory for County

Wisconsin Professional Police Association

R. Powell  
WPPA Business Agent

James Bartholomew  
Signatory for Union