



MARATHON COUNTY HUMAN RESOURCES, FINANCE & PROPERTY COMMITTEE MEETING AGENDA

Date & Time of Meeting: **Monday, February 24, 2020 3:00 p.m.**

Meeting Location: **Marathon County Courthouse, County Board Assembly Room 500 Forest Street, Wausau WI 54403**

Members: **EJ Stark, Chair; Bill Miller, Vice-Chair; Tim Buttke, John Durham, Kurt Gibbs, Yee Leng Xiong, Jeff Zriny**

Marathon County Mission Statement: Marathon County Government serves people by leading, coordinating, and providing county, regional, and statewide initiatives. It directly, or in cooperation with other public and private partners, provides services and creates opportunities that make Marathon County and the surrounding area a preferred place to live, work, visit, and do business. (Last updated: 12/20/05)

Human Resources, Finance & Property Committee Mission/Purpose: Provide leadership for the implementation of the County Strategic Plan, monitoring outcomes, reviewing and recommending to the County Board policies related to the human resources initiatives, finance and property of the County.

1. Call to Order-Please silence your cellphones
2. Public Comment Period
3. Approval of the Minutes of the February 10, 2020 Human Resources, Finance and Property Committee Meeting
4. Educational Presentations/Outcome Monitoring Reports
5. Operational Functions required by Statute, Ordinance, or Resolution:
 - A. Discussion and Possible Action by Human Resources and Finance and Property Committee
 - 1) Tax Deed Property-Appraisals/Set Sales Price (Trueblood)
 - a. 307 N 9th Avenue Wausau, WI
 - 2) Proposed Snowmobile License Agreement for snowmobile trail access to property owned/managed by Spirit Falls Timber, LLC. Question regarding willingness of Marathon County to assume risk. – Corbett/Fox
 - B. Discussion and Possible Action by Committee to Forward to the County Board for its consideration
 - 1) Tentative Agreements for a 2020 and 2021 Collective Bargaining Agreement Between Marathon County and the Deputy Sheriff's Association--Matel/Sheriff Parks
 - 2) Discussion and Possible Action-Tentative Agreements for a 2020 and 2021 Marathon County Salary and Benefit Ordinance for Sheriff's Department Lieutenants--Matel/Sheriff Parks
6. Policy Issues Discussion and Committee Determination
7. Announcements:

Next Meeting Date-February 25, 2020 at 7:00 p.m.
8. Adjourn

Any person planning to attend this meeting who needs some type of special accommodation in order to participate should call the County Clerk's Office at 715 261-1500 or e-mail infomarathon@mail.co.marathon.wi.us one business day before the meeting.

SIGNED EJ STARK/s/K Palmer

Presiding Officer or Designee

Faxed to: Wausau Daily Herald
Faxed to: City Pages
Faxed to: Record Review
Faxed by/time: K Palmer 2/19/2020 5:00 pm
Posted to the County Website:

NOTICE POSTED AT THE COURTHOUSE

By/Date/Time: K Palmer 2/19/2020 5:00 pm

www.co.marathon.wi.us



MARATHON COUNTY HUMAN RESOURCES, FINANCE & PROPERTY COMMITTEE MEETING MINUTES

Date & Time of Meeting: **Monday, February 10, 2020 3:00 p.m.**

Meeting Location: **Marathon County Courthouse, County Board Assembly Room 500 Forest Street, Wausau WI 54403**

Members: **EJ Stark, Chair; Bill Miller-excused, Vice-Chair; Tim Buttke, John Durham-excused, Kurt Gibbs, Yee Leng Xiong, Jeff Zriny**

Others; **Frank Matel, Lance Leonhard, Jamie Polley, Joan Theurer, Kristi Palmer, Craig from FCM, Terry Kaiser, Mary Jo Maly, Scott Corbett, Brian Kowalski**

1. Call to Order by Supervisor Stark at 3pm
2. Public Comment Period -none
3. Approval of the Minutes of the January 13, 2020 Human Resources, Finance and Property Committee Meeting
Motion by Buttke and seconded by Zriny; vote unanimous
Request for move up agenda item number 5B4 at this time-Supervisor Stark moved the item up with no objection
5B 4. A Resolution Amending the 2020 Budget and Transfer from Contingency for \$200,000 for Jail Medical Costs and Jail Medical Room Capital Project
Leonhard discussed the situation with an inmate that due to a medical condition, is being housed in a separate county at \$1,000/day. Facilities and Capital Management has provided an RFP to construct a negative pressure room in order to move this inmate back and potentially house any inmates with similar medical conditions in the future.
Motion by Gibbs and seconded by Buttke to transfer \$200,000 from the Contingency Fund to the Jail Assessment Fund for \$200,000; vote unanimous
4. Educational Presentations/Outcome Monitoring Reports-None
5. Operational Functions required by Statute, Ordinance, or Resolution:
 - A. Discussion and Possible Action by Human Resources and Finance and Property Committee
 - 1) Tax Deed Property –Appraisals/Set Sales Price (Kim Trueblood)
 - a. 608 Adams St Wausau, WI 54403-The committee will need to set a sales price on this property. The appraiser set the sale price at \$29,000. This is the first time that the property has been listed. Motion by Gibbs and seconded by Xiong to set the minimum bid at \$29,000; vote unanimous
 - b. 3021 W Mann Rd, Marshfield WI 54449-The property has an appraisal that is too old and we needed to get a new appraisal. The City of Marshfield has now expressed interest in the property. The County offered the City of Marshfield on opportunity to purchase the property in 2012. Corbett-There are several options: we can negotiate with the City of Marshfield, publish it again at the new appraisal price and state we are accepting bids at or above the new value or publish that we will accept bids at the appraised value or below the published amount.
Motion by Xiong and seconded by Buttke to direct staff to publish the property at or above the new appraisal value; vote unanimous
Corbett stated that staff can contact the City of Marshfield and let them know that we are publishing at the new value, the staff can also contact the person that submitted a bid and let him know that we are publishing at or above the new value. This can be done as a courtesy
 - 2) Denial of Claims:
 - a. Paul Kaseno
Maly-The recommendation from our insurance company, it is recommended to be disallowed or deny the claim
Motion by Buttke and seconded by Xiong to disallow the claim; vote unanimous
 - b. Taylor Schremp (Mary Jo Maly)
The recommendation from our insurance company, is to disallow this clam. It is recommended to be disallowed because we have immunity for this claim as it is normal business operations for plowing.
Motion by Gibbs and seconded by Zriny to disallow the claim; vote unanimous
 - 3) January 2020 Claims and Questioned Costs
Motion by Xiong and seconded by Buttke to approve the January 2020 Claims and questioned costs, vote unanimous



MARATHON COUNTY HUMAN RESOURCES, FINANCE & PROPERTY COMMITTEE MEETING MINUTES

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4) Parks, Recreation & Forestry Department Casual, Seasonal, Temporary wage rates adjustments
Polley discussed the reason for the rate changes to be consistent with the seasonal/temporary wage rates for the rest of the County.

Motion by Gibbs and second by Buttke to approve the new Appendix A temporary wage rates for County Employees; vote unanimous

B. Discussion and Possible Action by Committee to Forward to the County Board for its consideration

1. Interdepartmental Budget Transfers (Palmer)

a. 2019 Budget Transfers

b. 2020 Budget Transfers

Motion by Xiong and seconded by Buttke to approve the 2019 and 2020 budget transfers; vote unanimous

2. Resolution Awarding the Sale of \$8,500,000 General Obligation Promissory Note, Series 2020A
Palmer-Discussed the borrowing for the 2020 CIP, NCHC CBRF, and the NCHC Youth Hospital. Gibbs stated that we need to meet with the management of NCHC with to determine how NCHC will "pay the County back for the NCHC portions of this debt issue.

Motion by Gibbs and seconded by Buttke to move to the full board for its consideration; vote unanimous

The Committee requested that a meeting be set up to review and approve the award of the bid on Tuesday, February 25 at 6:30 pm. (*Note: Time changed to 7 pm based on the County Board start time of 7:30*)

3. Resolution Determination by County Board that Emergency With Respect to Repair and Reconstruction of the Marathon County Jail has Ended

Corbett-The emergency ends when the County Board votes to end the emergency. Gibbs would it be appropriate to have the emergency end of February 25? The Committee will forward to County the resolution regards to the "jail emergency" ending on February 25.

Motion by Gibbs and seconded Zriny by to forward the resolution ending the emergency as of February 25, 2020; vote unanimous

Gibbs we would like a report on the amount that we have spent on the project as far as the construction and housing of inmates during this period. We should also look at the claim for the construction defect as well. There may be a statute of limitation on the construction.

6. Policy Issues Discussion and Committee Determination

A. Long-Term Capital Planning 2020-2024-Leonhard thinks we should look at capital in a different way and look at a more preventative strategy for capital. How do we schedule for maintenance projects and we should look at funding capital projects in a new way. The Facilities department has a software called Facility Dude to track our maintenance projects. Perhaps there should be a presentation on how this software can assist the County in long-term capital planning.

Gibbs-I would like to see where vs expenditures-budget vs are in the revenues actual. Maybe monthly or at least quarterly. Some key areas would be indicators such as sales tax.

7. Announcements:

Next Meeting Date-February 24, 2020 at 3:00 p.m.

Gibbs-Announcement to congratulate Kristi Palmer on her appointment as local government representative to the State of Wisconsin Investment Board

8. Adjourn- Motion by Xiong and seconded by Buttke to adjourn at 4:22 pm, vote unanimous

Rating Action **Moody's assigns a Aa1 to Marathon County, WI's GO notes**

13 Feb 2020

New York, February 13, 2020 -- Moody's Investors Service has assigned a Aa1 rating to Marathon County, WI's \$8.5 million General Obligation Promissory Notes, Series 2020A. We maintain the Aa1 ratings on the county's outstanding general obligation unlimited tax (GOULT) bonds and notes. With the current issuance, the county will have a total of \$26.4 million in GOULT debt outstanding.

RATINGS RATIONALE

The Aa1 rating reflects the county's robust fund balance and liquidity supported by management's strong history of stable operations and conservative budgeting practices. Additionally factored are the county's large tax base and relatively low exposure to unfunded pension and other post-employment healthcare benefits (OPEB) liabilities. Also considered is the county's average socioeconomic profile and debt burden that is not expected to increase with future GO debt issuance for capital projects associated with county-owned Central Health Care (NCHC) campuses.

RATING OUTLOOK

Outlooks are typically not assigned to local governments with this amount of debt.

FACTORS THAT COULD LEAD TO AN UPGRADE

-Significant tax base expansion coupled with stronger wealth and income levels

FACTORS THAT COULD LEAD TO A DOWNGRADE

-Significant increase in the debt or pension burden, absent growth in the tax or revenue base

-Sustained narrowing of operating fund balance and liquidity

-Weakness in enterprise fund performance that required governmental support

LEGAL SECURITY

Debt service on the Series 2020A notes, and the county's outstanding GOULT debt, is secured by the full faith and credit and pledge to levy unlimited ad valorem property taxes.

USE OF PROCEEDS

The Series 2020A notes will finance various capital projects. Approximately \$3.1 million will finance the county's annual capital improvement plan, while the remaining \$5.2 million will finance projects at the North Central Health Care campuses.

PROFILE

Marathon County is located in north central Wisconsin (Aa1 stable), approximately 140 miles north of Green Bay (Aaa stable) and 90 miles northwest of Green Bay (Aa3). The county seat is Wausau (Aa3). It is governed by a 38-member Board of Supervisors and provides municipal services for an estimated 135,293 residents.

METHODOLOGY

The principal methodology used in this rating was US Local Government General Obligation Debt published in September 2019. Please see the Rating Methodologies page on www.moody.com for a copy of this methodology.

REGULATORY DISCLOSURES

For ratings issued on a program, series, category/class of debt or security this announcement provides

regulatory disclosures in relation to each rating of a subsequently issued bond or note of the same category/class of debt, security or pursuant to a program for which the ratings are derived exclusively existing ratings in accordance with Moody's rating practices. For ratings issued on a support provider announcement provides certain regulatory disclosures in relation to the credit rating action on the support provider and in relation to each particular credit rating action for securities that derive their credit rating from the support provider's credit rating. For provisional ratings, this announcement provides certain regulatory disclosures in relation to the provisional rating assigned, and in relation to a definitive rating that may be assigned subsequent to the final issuance of the debt, in each case where the transaction structure have not changed prior to the assignment of the definitive rating in a manner that would have affected the rating. For further information please see the ratings tab on the issuer/entity page for the respective issuer on www.moodys.com.

Regulatory disclosures contained in this press release apply to the credit rating and, if applicable, the rating outlook or rating review.

Please see www.moodys.com for any updates on changes to the lead rating analyst and to the Moody's lead analyst for the rating.

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MARATHON COUNTY MEMORANDUM

TO: Human Resources/Finance and Property Committee
 FROM: Marathon County Finance Department
 DATE: January 20, 2020
 RE: **SALES TAX**

The following is a schedule of the sales tax for Marathon County

Audit Year Recorded by County

Month Received By the County	2019 Amount	2018 Amount	2017 Amount	2016 Amount	2015 Amount	2014 Amount	2019-2018	2018-2017
January	\$ 1,142,431.09	\$ 800,452.34	\$ 835,021.56	\$ 1,071,768.26	\$ 977,323.29	\$1,074,326.59	\$ 341,978.75	\$ (34,569.22)
February	1,256,386.48	1,260,468.63	1,081,664.27	887,794.05	839,472.33	840,411.68	\$ (4,082.15)	\$ 178,804.36
March	908,398.75	838,351.81	948,519.00	851,205.62	717,806.70	720,853.31	\$ 70,046.94	\$ (110,167.19)
April*	749,483.89	715,833.19	791,673.18	941,136.62	1,003,020.55	859,977.13	\$ 33,650.70	\$ (75,839.99)
May	1,142,062.73	1,158,593.07	992,137.81	810,552.70	989,611.48	945,468.39	\$ (16,530.34)	\$ 166,455.26
June	967,132.29	1,125,150.76	1,067,313.37	1,120,529.33	877,348.61	727,053.37	\$ (158,018.47)	\$ 57,837.39
July	1,222,717.04	1,000,229.05	970,452.53	1,047,724.58	1,032,198.34	1,011,066.81	\$ 222,487.99	\$ 29,776.52
August	1,338,918.99	1,382,561.53	1,137,407.08	1,009,561.44	1,033,268.24	1,176,834.59	\$ (43,642.54)	\$ 245,154.45
September	\$ 922,821.94	\$ 925,330.04	1,099,652.84	1,054,144.47	1,036,268.92	774,203.85	\$ (2,508.10)	\$ (174,322.80)
October	\$ 1,303,819.07	\$ 1,144,809.80	1,003,673.24	1,065,607.44	1,091,264.41	1,119,402.69	\$ 159,009.27	\$ 141,136.56
November	\$ 1,267,223.22	\$ 1,297,956.33	1,157,596.57	1,003,044.47	844,229.88	883,065.17	\$ (30,733.11)	\$ 140,359.76
December	943,536.53	972,839.64	1,072,655.43	1,159,599.22	1,151,057.80	942,431.02	\$ (29,303.11)	\$ (99,815.79)
Year to Date	13,164,932.02	12,622,576.19	12,157,766.88	12,022,668.20	11,592,870.55	11,075,094.60	542,355.83	464,809.31
Annual % incr(decr)	4.3%	3.8%	1.1%	3.7%	4.7%	5.6%		

*April 2016 had an adjustment of (244,043.96)

12,266,712.16

Kristi Palmer

From: Scott Corbett
Sent: Wednesday, February 12, 2020 3:47 PM
To: Kristi Palmer; HRFCagenda
Cc: Mitchell Fox; Mary Jo Maly
Subject: RE: Special Meeting for HRFC on Tuesday, February 25

Item: Proposed Snowmobile License Agreement for snowmobile trail access to property owned/managed by Spirit Falls Timber, LLC. Question regarding willingness of Marathon County to assume risk.

Scott M. Corbett
Marathon County Corporation Counsel
(715)261-1140

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From: Kristi Palmer
Sent: Wednesday, February 12, 2020 3:32 PM
To: Scott Corbett; HRFCagenda
Cc: Mitchell Fox
Subject: RE: Special Meeting for HRFC on Tuesday, February 25

Hi Scott,
I would think that February 24 at 3 pm would work best as Frank has contracts that he wants to bring to the committee as well. The problem becomes that the Courthouse opens only one hour before the County Board meeting on February 25 so that would make it close to getting everything done in the hour before County Board and we can't do the bid opening until the 25th.

Kristi Palmer
Marathon County Finance Director
715 261-1172

From: Scott Corbett
Sent: Wednesday, February 12, 2020 3:27 PM
To: Kristi Palmer <Kristi.Palmer@co.marathon.wi.us>; HRFCagenda <HRFCagenda@co.marathon.wi.us>

Tentative Agreements For A
2020-2021 Labor Agreement Between
Marathon County And
Deputy Sheriff's Association
Dated: January 27, 2020
Page 1

1. **Housekeeping:**

- Replace "Human Resources Committee" with "Human Resources, Finance and Property Committee"
- Replace "officer" with "deputy" and "officers" with "deputies"

2. **Article 8 - Probation**

- A. **Length:** All employees shall serve a probationary period of eighteen (18) months from date of hire in the bargaining unit. **For Recruit Deputy, time spent attending basic law enforcement recruit academy will not count towards the probationary period. Deputy I status and probationary period begins the pay period following graduation from Wisconsin Law Enforcement Academy.**

3. **Article 10 - Job Posting**

Job changes of more than thirty (30) days or permanent job changes, or created positions, where no Civil Service Examination is required, shall be posted for at least ten (10) days on the Department bulletin board by the Sheriff. Any Deputies who are not working during this ten (10) day period of such posting shall be **emailed** a copy of the job change within five (5) days after the posting thereof. Such posting shall include the title of the position and the date the vacancy arose or the position was created; any special training or skills that are necessary to perform the job; the duration of any appointment; the date the vacancy is to be filled; whether it will be filled temporarily or permanently and provide space for interested applicants to sign up. During the posting period the County may temporarily assign deputies to work in that position.

4. **Article 11 - Work Week**

4/2 Work Schedule: The normal work schedule for all full-time officers shall be a cycle of four (4) consecutive days on with two (2) consecutive days off averaging 33.668 hours per cycle, based upon 60.833 cycles per year. The normal work day for all full-time officers shall consist of eight (8) hours and twenty-five (25) minutes. **The annual scheduled hours shall be 2048 hours; however, the annual base pay shall be based on 2080 hours.** Officers shall report for duty fifteen (15) minutes prior to the hour and heading to their assigned area and be off duty at ten (10) minutes after the scheduled hour.

Every reasonable effort shall be made to allow two (2) patrol officers to be off of any one (1) shift. This pertains to scheduled vacation, compensatory time, personal holidays, training, sick leave, leave of absence, or any other schedule off time. The County may limit the above off time after incurring a total of twelve (12) overtime shifts per calendar year as a result of having at least two (2) officers off of any one (1) shift.

5/2 Work Schedule: Deputies'/Detectives' regularly scheduled annual hours are to equal Patrol Deputies' regular scheduled annual hours. Kelly hours shall be credited to equalize the difference. **For example, Deputies/Detectives working the 5 days on 2 days off cycle (2080 hours annually) shall receive 32 Kelly hours per calendar year to equalize the annual hours of the Deputies working the 4 days on 2 days off cycle (2048 hours annually).**

Detectives (excluding SIU assignment) will work a 5/2 schedule, Monday through Friday. Individuals will have an established (non-rotating) shift scheduled between 8:00 a.m. and 6:00 p.m.

Kelly Days not used during the calendar year earned are forfeited unless permission to carry over is granted by the Sheriff. Kelly Days are paid out upon termination if required notice is provided (See Article 32 – Separation Benefit).

Tentative Agreements For A
2020-2021 Labor Agreement Between
Marathon County And
Deputy Sheriff's Association
Dated: January 27, 2020
Page 2

NOTE: Incorporated this paragraph under the above 5/2 Work Schedule Paragraph

~~The normal work week for all full-time officers working a 5-2 schedule shall be forty (40) hours per week. The normal work day shall consist of eight (8) consecutive hours and the work schedule shall be comprised of a cycle of five (5) days of work and two (2) days off. Detectives' annual hours to equal Deputies' annual hours.~~

Officers shall receive a meal period of thirty (30) minutes and two fifteen (15) minute breaks during their scheduled shift. However, it is considered that they are on-call during the meal and break periods without additional compensation.

5. **Article 12 - Wages**

B. Classification Changes: Whenever an employee's classification is changed, said change shall take effect on the first day of the pay period during which such change takes place.

~~Deputy V employees selected for the Detective classification shall remain at their current Deputy V pay rate until they are eligible to advance to the Detective II pay rate. This will enable the Deputy V to avoid taking a reduction in pay when promoting to the Detective classification.~~

6. **Article 15 - Promotional Procedure**

A. The following procedures is hereby established in order to provide a job-related and fair method for determining promotions to Detective. An employee must have three (3) years of service as a Deputy in the Marathon County Sheriff's Office to be eligible for promotion.

~~1. A written test, appropriate to the position, prepared by the State of Wisconsin or another mutually agreed upon third party and graded by them shall be administered to all applicants qualifying under the posted criteria for the position. The written examination score will be considered only as a pass/fail and not be given any weight in computing the final score of the applicant.~~

~~2. A passing grade of sixty five percent (65%) on the written examination shall qualify the applicant to proceed in the selection process.~~

13. The Outside Panel oral examination shall be conducted by a panel comprised of three (3) law enforcement professionals from outside of Marathon County. The Sheriff and the Chief Deputy may assist the interview panel by providing interview questions and evaluation guidelines.

24. The Civil Service Commission oral examination is to be weighted one-third (33.3%), the Outside Panel oral examination one-third (33.3%), and the management work record review one-third (33.3%), in computing the final score of the applicant. The management work record review may include review of employee performance evaluations, personnel file, commendations/discipline, and supervisory input. The final scores qualifying for certification shall be computed and forwarded to the appropriate promotion authority for final selection and conformity with state and County regulations.

35. At the applicant's request, he/she shall be privately apprised of his/her own results and ranking, but this shall only be done after both the Civil Service and Outside Panel oral examinations and the management work record review have been completed.

B. An employee promoted to a higher position shall serve a one-year **trial** probationary period in the position. During the one year **trial** probationary period the employee may be returned to the employee's former position and former rate of pay at the employee's request or if the Employer determines that the employee is not satisfactorily performing the duties and responsibilities of the

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position. It is the intent of this agreement that employees promoted out of the bargaining unit may be returned to the bargaining unit under the terms stated above with no loss of seniority.

7. Article 16 - Shift Differential

Employees assigned to either the second, third or power shifts shall be paid a shift differential of ~~thirty-five dollars (\$35.00) per pay period effective January 1, 2018 and~~ forty dollars (\$40.00) per pay period effective January 1, 2019. Leave of absence is not to be included in the differential pay computation; however, such compensation shall include PTO, sick days, vacation, off days and holidays. Employees whose shifts overlap the above shifts shall receive a pro rata differential. This section does not apply to employees when working a day shift.

8. Article 17 - Uniform Allowance

B. New Deputies: During an employee's first year of employment, the County shall provide to the new deputy the initial authorized uniform. Upon the successful completion of one (1) year of service, the deputy shall receive a prorated share of the full annual uniform allowance for purchase, replacement and care of uniform items. Said payment shall be made the **first pay date after the deputy has completed one year of employment.** ~~Friday after the first payday in February following one (1) year of employment in conjunction with Article 17 (C).~~

C. Permanent Deputies: All permanent deputies (uniformed or plain clothes) shall receive an annual uniform-clothing allowance of ~~six hundred and seventy-five dollars (\$675.00) effective January 1, 2018 and~~ seven hundred and fifty dollars (\$750.00) effective January 1, 2019 for purchase, replacement and care of uniform items to be paid on the 2nd pay date in January. ~~Friday after the first payday in February each year.~~ A newly promoted Detective shall receive a one-time clothing allowance payment of three hundred dollars (\$300.00) **the first pay date after the promotion occurs.**

D. Damaged Clothing or Equipment: The County agrees that it will replace at its own expense all items of hardware and equipment herein-before stated and all clothing items that are stolen or damaged to the extent which renders them unserviceable while in official use. All items damaged as a result of an employee's negligence shall be personally replaced by the employee. It is the sole responsibility of the Sheriff or Chief Deputy to determine whether an item has been stolen or rendered unserviceable during the employee's official duties or as a result of the employee's negligence. ~~All such decisions shall be subject to review by the appropriate committee of the County Board.~~

G. Body Armor: The County agrees to provide new (non-refurbished) body armor to officers. The Sheriff shall determine the specifications of the body armor purchased by the County as long as the specification is not lower than a Threat II level. An officer who wishes to purchase another brand of body armor at the Threat II level or body armor offering greater protection will be reimbursed for the actual cost up to the cost of the County issued body armor. Replacement by the County shall be made pursuant to manufactures specifications.

Officers provided body armor or reimbursed for body armor in accordance with this provision shall wear the body armor at all times while on duty, unless given permission to the contrary by the Division **Commander** ~~Lieutenant~~, the Chief Deputy, or the Sheriff.

9. Article 18 - Insurance Benefits

A. Medical and Hospitalization Benefits: The County will pay Eighty Seven and Four Tenths Percent (87.4%), and the employees will pay Twelve and Six Tenths Percent (12.6%) of the monthly health insurance premium of the preferred plan. Employees may select other plans offered, but the County contribution will not exceed the dollar equivalent to 87.4% of the preferred

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plan monthly premium. **Effective January 1, 2021**, the County will pay Eighty Five Percent (85%), and the employee will pay Fifteen Percent (15%) of the monthly health insurance premium of the preferred plan. Employees may select other plans offered, but the County contribution will not exceed the dollar equivalent to 85% of the preferred plan monthly premium. Employees must pay the remainder. **Deputies shall be eligible for any wellness incentives that Marathon County offers to its employees.** Probationary employees must indicate whether or not they desire to be covered by the County's health insurance plan within the first thirty (30) days of employment, with coverage to be effective upon the first (1st) of the month following **date of hire** ~~sixty (60) days of employment~~. No employee shall make any claim against the County for additional compensation in lieu of or in addition to the County's contribution because the employee does not qualify for the family plan. Consult the summary plan description(s) for details regarding health plan benefit options.

B. Dental Insurance Benefits: The County agrees to pay Fifty Percent (50%) of the cost of the dental insurance program. Probationary employees must indicate whether or not they desire to be covered by the County's dental insurance program within the first thirty (30) days of employment, with coverage to be effective upon the first of the month following **date of hire** ~~sixty (60) days of employment~~. No employee shall make any claim against the County for additional compensation in lieu of or in addition to the County's contribution because the employee does not qualify for the family plan. Upon receipt of any notices concerning any rate increase or decrease, the County shall provide the Secretary of the Association with a copy of such notice within ten (10) days.

Employees will be offered the Delta Dental PPO plan. ~~However, the County's contribution towards dental insurance shall be limited to Fifty Percent (50%) of the premium rate for the Delta Dental PPO plan. Employees selecting coverage other than the Delta Dental PPO plan shall be required to pay all costs in excess of the Fifty Percent (50%) contribution figure for the Delta Dental PPO plan.~~ In the event that a **the** current dental insurance program/plan provider discontinues our program/plan or will not continue to offer the same level of benefits to our group, the parties agree to reopen the dental insurance benefits to negotiations if permitted by law.

10. **Article 20 - Holidays**

A. Holiday Pay: There is no waiting period for new Deputies to receive holiday pay.

NOTE: This paragraph was reworted and moved below holiday list.

~~All Deputies shall receive a lump sum payment for ten (10) eight (8) hour holidays paid at their regular hourly rate of pay in effect (10 X 8 = 80 total hours of pay) on the Friday before the first regular payday in November each year. (Note: payment will be pro-rated if deputy is not employed for all holidays). In addition, Deputies who work on a listed holiday shall receive time and one half (1 ½) their regular pay for all regularly scheduled hours worked. Overtime hours worked on a holiday shall be compensated according to Article 14.~~

New Years Day	Labor Day	moved to calendar order
Martin Luther King Day	Thanksgiving Day	
Easter	December 24th	
Memorial Day	Christmas Day	
Independence Day	December 31 st	

Payment for holidays will be paid on a special payroll on the Friday before the first pay date regular payday in November. Payment will be for ten (10) eight (8) hour holidays, based on calendar year, paid at the regular hourly rate of pay in effect at the time of payment. This payment will be prorated for new deputies based on holidays remaining for the calendar year after start date. If a Deputy separates prior to receiving holiday payment, accrued holidays will be added to their last payroll. If a Deputy terminates before the end of a calendar year, but after the holiday

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payment is made, the County will withhold any holiday overpayment on their final payroll. A Deputy hired after this holiday payment is made will be paid for the remaining holidays in the calendar year. The payment will occur on their first payroll. ~~Holidays set forth in this section shall accrue on the above dates and any Deputy that terminates employment with the County shall receive payment on the employee's final paycheck the value of such holiday or holidays calendared since the previous Holiday payment.~~

Deputies who work on a listed holiday shall receive one and a half times (1 ½X) of their hourly rate for all regularly scheduled hours worked. Overtime hours worked on a holiday shall be compensated at two times (2X) the hourly rate of the employee. Deputies have the option to be paid for overtime worked on holidays or to have overtime hours banked as compensatory time at two times (2X) the hours worked as stated in ~~according to~~ Article 14.

B. An efficient staffing model will be observed on Holidays allowing the Department to meet minimum staffing requirements. PTO, Vacation and Compensatory time off requests shall take precedence over required Holiday staffing model reductions. Deputies/Detectives when relieved from work (voluntarily or otherwise) on a normal scheduled workday that is also a contractual Holiday or Courthouse Holiday closure day shall receive their normal rate of pay for the day in addition to the Holiday pay.

11. **Article 21 – Paid Time Off (PTO)**

~~On 1/1/15 and~~ At time of hire, employees will be credited 80 hours of PTO and must sign the acknowledgement to deduct hours from an employee's PTO accrual until such time as the total hours of PTO credited to the employee have been reimbursed. The acknowledgement also authorizes the County, upon an employee's termination, to deduct from the employee's final paycheck any remaining PTO credit that has not been repaid to the County. If an employee's paid hours on last check do not cover remaining credited hours, the employee agrees to allow County to deduct outstanding amount from PEHP conversion, if applicable **OR** send payment to the County for outstanding amount within 30 days from invoice date.

NOTE: Delete; No Bargaining Unit Employees Has ESLA

~~E. Extended Sick Leave Account (ESLA) Prior to 1/1/15: Employees will not accrue any ESLA but can use accrued balance for the remainder of their employment with the County under the following conditions:~~

- ~~1. An employee may use sick leave in the extended sick leave account after the employee has exhausted all regular accrued sick leave and after an employee's paid time off banks are at 80 hours or less.~~
- ~~2. Sick leave from the extended sick leave account may be used by the employee for qualifying and/or approved Federal/Wisconsin Employee and Family Medical Leave (FMLA) but may not be used to supplement salary in the event of a worker's compensation injury and will not be converted to PEHP at time of retirement.~~

NOTE: Update to be consistent with County's policy:

J. PTO for Extended Family Funeral Leave: In the event of a death of a member of the current extended family of a regular employee, the employee may request and upon request, shall be granted to use one day of paid leave (PTO, vacation, PAL, comp time). Additional time off may be granted by the department. Extended family means the employee's or the employee's spouse's brother-in-law, sister-in-law, uncle, aunt, niece or nephew **and the employee's spouse's grandparent.** Employees may be required to furnish proof of death and their relationship to the deceased.

12. **Article 23 - Sick Leave**

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Note: Delete; No Bargaining Unit Employees Has ESLA

~~C. Extended Sick Leave Account (ESLA): Employees will not accrue any ESLA but can use any accrual balance for the remainder of their uninterrupted job tenure with the County under the following conditions:~~

~~An employee may use sick leave in the extended sick leave account after the employee has exhausted all regular accrued sick leave.~~

~~Sick leave from the extended sick leave account may be used by the employee in the same way as regular sick leave but may not be used to supplement salary in the event of a worker's compensation injury and may not be used to pay the cost of the health care benefit at any time.~~

13. **Article 26 - Residency**

Marathon County agrees to allow all employees to maintain their residence, at any place the employee chooses within Marathon County. Deputies may reside outside of Marathon County but must establish and maintain a residence which allows a response time of no greater than 15 minutes to the Marathon County line at any of its borders. New deputies shall have 180 days from the time of initial appointment to establish such residency.

14. **Article 33 - Call Time/Court Time**

B. On-Call Premium: Detectives will receive \$1.50 \$1.85 effective January 12, 2020 and \$2.25 effective January 10, 2021 per hour (\$96 \$118.40 effective January 12, 2020 and \$144 effective January 10, 2021 per weekend) when required to be available for calls outside of the normal Detective Bureau hours. In addition, the County shall provide the Detective with use of a take-home squad for the period the Detective is on call. (This does not apply to deputies on special activity teams.)

15. **Article 35 - Duration of Agreement**

NOTE: Need To Update Based on Term of Contract

A. Term:

This Agreement shall be effective as of the date of execution by the parties and shall remain in full force and effect through December 31, 2021, and shall renew itself for an additional one-year period thereafter, unless either party, pursuant to this Article, has notified the other party in writing it desires to alter or amend this Agreement at the end of the contract period.

16. **Appendix A – Salary Schedule**

- 1/12/20 - 2% increase
Deputy Sheriff I will be start at the 95% rate
Recruit Deputy will be 85% of the new Deputy I
Delete Deputy Sheriff I – 100% Rate
Delete Deputy Sheriff I – 90% Rate

Add to bottom of salary schedule:

Recruit Deputy: Time spent attending basic law enforcement recruit academy will not count towards the probationary period. Deputy I status and probationary period begins the pay period following graduation from Wisconsin Law Enforcement Academy.

- 1/10/21 - 2% Increase

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- 7/11/21 - 2% Increase for Detective II, Detective I and Deputy V

17. **Appendix B – Deputy I, II, III, IV, V and Detective II Qualifications/Duties**

Effective 1/12/20

- Revise title to read:
Appendix B – Recruit Deputy, Deputy I, II, III, IV, V and Detective II Classification/Qualifications/Duties
- Revise Deputy I to read:
Start 18 month probationary period in accordance with Article 8.
~~Satisfactory completion of eighteen (18) month probationary period.~~
- Add Recruit Deputy

1. Should the Marathon County Sheriff's Office hire a new full-time deputy(s) and the deputy(s) is not certifiable or certified as a law enforcement officer in the State of Wisconsin, the Sheriff's Office will enroll and sponsor the recruit in a Basic Law Enforcement Training program.
2. For all hours the Recruit Deputy is in attendance of the basic training, the parties agree the appropriate wage rate shall be an hourly Recruit rate of 80% of the current Deputy I salary as specified in the salary schedule, up to forty (40) hours per week.
3. The maximum compensation afforded for work as a Recruit Deputy will commensurate with the total number of hours as determined by the Department of Justice, Training and Standards Bureau.
4. A Recruit Deputy will earn contractual benefits excluding Kelly hours.
5. Deputy I status begins the pay period following graduation from Wisconsin Law Enforcement Academy. Time spent attending basic law enforcement recruit academy will not count towards the probationary period.

Effective 7/11/21

- Revise Deputy II to read:
 1. ~~Two (2) years of satisfactory performance~~ After successful completion of 18 month the probationary period as a Deputy I ~~OR equivalent full-time prior work experience as a "Police Officer" or "Deputy Sheriff".~~
 2. ~~Acquire and maintain (if required for current job assignment):~~ Meet minimal employment standards set by Wisconsin Law Enforcement Standard Board.
 - A. ~~CPR certification~~
 - B. ~~Radar certification~~
 - C. ~~Officer has signed acknowledgment that s/he has read and agrees to abide by the Policy and Procedure manual~~
 3. Must meet or exceed department performance standards.

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➤ Revise Deputy III to read:

1. **Three (3)** ~~Five (5)~~ years full-time service as a Deputy Sheriff with the Marathon County Sheriff's Office.
2. Meet/exceed all of the qualifications for Deputy II.
3. Demonstrate leadership skills, responsible work ethic, and willingness to follow overall management objectives.

➤ Revise Deputy IV to read:

1. **Seven (7)** ~~Ten (10)~~ years of full-time service as a Deputy Sheriff with the Marathon County Sheriff's Office.
2. Meet or exceed all of the qualifications for a Deputy II and Deputy III.

➤ Revise Deputy V to read:

1. **Ten (10)** ~~Fifteen (15)~~ years of full-time service as a Deputy Sheriff with the Marathon County Sheriff's Office. Must meet or exceed all of the qualifications for a Deputy II, Deputy III, and Deputy IV.

18. **Classification Adjustment Procedures**

~~A. All Deputies are hired at ninety percent (90%) of the Deputy I salary. Increases shall be granted to ninety five percent (95%) after one (1) year of service and one hundred percent (100%) at the end of one and one half (1½) years of service.~~

19. **Appendix C – Special Activity Pay**

Deputies in each classification will receive a payment of \$425.00 a year if involved in a minimum of forty (40) hours per year, in one or more of authorized department's special activities (responsibilities assumed in addition to regularly assigned job duties):

Bomb Team Member**	Humane Officer
CART	ICAC
CIT	K-9 Officer**
CMV	Law Enforcement Trainer
CVSA Examiner Community Service Presentations	Mobile Field Force Team
Clandestine Lab Investigator**	Radar/LIDAR Instructor
Crash Reconstruction Team Member	Recreational Safety Coordinator
Crisis Negotiation Team	(Boat/Snow/ATV)
Crimestoppers	SWAT Member**
Dive Team Member**	Unified Tactics Instructor
Field Training Officer	VIPER
Honor Guard	

**Deputies in activities marked with a ** will receive an additional \$225.00 a year for Special Activity Pay if involved in a minimum of forty (40) hours per year, in one or more of these activities.

Six (6) credit hours (10 CEU) of pre-approved post secondary job related training per year.

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Employees assigned Field Training Officer responsibilities will receive ~~\$1.25~~ \$1.50 per hour for all hours worked in FTO activities ~~after the initial qualifying 40 hours of FTO activities.~~

Requests for special activity pay must be made to the Sheriff prior to December 31 of each year. Payment will be made on the ~~Friday after the first payday in~~ first pay date in February of each year.

New Special Activity Programs may be added by mutual agreement of the parties.

20. **Appendix C – Sheriff's Office Canine Unit**

Reorder to Appendix D

21. **Appendix E – Lateral Entry Program**

Add new Appendix E

22. **Appendix F – Recreational Safety / Directed Enforcement Deputy**

Add new Appendix F

Appendix D
Memorandum of Agreement
Lateral Entry Program

IT IS HEREBY AGREED by and between Marathon County and the Marathon County Deputy Sheriff's Association, WPPA/LEER Local 222 that the following shall constitute the understandings reached between the parties with respect to the Lateral Entry Program.

1. Minimum Qualifications are:
 - a. Currently employed as a full-time law enforcement officer and have a minimum of three (3) years continuous service in this capacity (excludes academy time).
 - b. An exemplary work history.

2. Compensation and Benefits:
 - a. The lateral entry officer shall be entitled to the wage commensurate with the officer's full-time experience, up to a maximum credit of five (5) years, thereby waiving Article 12 of the Labor Agreement.
 - b. The actual amount of prior service credit will be at the discretion of the Sheriff.
 - c. The lateral entry officer shall be entitled to the Paid Time Off (PTO) accrual rate commensurate with their prior full-time service credit, up to a maximum of five (5) years.
 - d. For each year of continued service, the lateral entry officer shall progress within the pay schedule and PTO accrual schedule at the advanced rate, whenever applicable.
 - e. The effective date for commensurate compensation and benefits applies to current deputies hired as long as the minimum qualifications are met and prior full-time experience service was acknowledged upon initial hire. The compensation will not be retroactive to their hire date.

3. No Other Enhanced Benefits:
 - a. No other contractual benefits or privileges are extended to recognize prior service.
 - b. Lateral entry officers shall be subject to the probationary period as in Article 8 of the Labor Agreement.

4. Program Discontinuation:
 - a. Should the Lateral Entry program be discontinued at any time, no current employee will be adversely affected.

In witness whereof, the parties have entered into this Agreement on the ____ day of _____, 20__ in Wausau, Wisconsin.

ON BEHALF OF
MARATHON COUNTY

ON BEHALF OF UNION

Frank Matel
Employee Resources Director

Brian Campbell
President

Randy Ingram
Business Agent, WPPA

Appendix E
Memorandum of Agreement
Recreational Safety / Directed Enforcement Deputy

IT IS HEREBY AGREED by and between Marathon County and the Marathon County Deputy Sheriff's Association, WPPA/LEER Local 222 that the following shall constitute the understandings reached between the parties with respect to the Recreational Safety / Directed Enforcement Deputy.

- a. The work schedule for the Recreational Safety / Directed Enforcement Deputy will be flexible with a mutual understanding the schedule shall be based on ten (10) hour day / forty (40) hour week / eighty (80) hours per pay period. A weekly work schedule shall be provided to supervisory staff at least one (1) month in advance and will be subject to supervisory approval. At least one weekend (Saturday and Sunday) per month will be scheduled as non-working. It is understood the normal shift shall be ten (10) hours; however, with supervisory approval specific shift start times and hours may vary based on the recreational season, special events, etc.
- b. The intended hours of work shall be provided to supervisory staff at least one (1) month in advance. However, specific shift start times and hours may vary based on the recreational seasons, safety training programs, special events, etc. Upon mutual agreement between management and the Recreational Safety / Directed Enforcement Deputy, the Recreational Safety / Directed Enforcement Deputy may trade days to accommodate working at special events, safety training programs, etc.
- c. With supervisory approval, overtime will be paid for work performed in excess of the prior approved schedule of the day.
- d. The Recreational Safety / Directed Enforcement Deputy's Paid Time Off shall be administered and selected separate from Patrol Deputy and the Detectives time off requests.
- e. The County shall provide, at no cost to the Deputy any special uniforms and personal protective equipment applicable to the position.
- f. The assignment as a Recreational Safety / Directed Enforcement Deputy is on a calendar year basis and may be extended based on the previous year's performance.
- h. The Recreation Safety / Directed Enforcement Deputy shall receive 32 kelly hours because Patrol Deputies work 2048 hours but get paid for 2080

In witness whereof, the parties have entered into this Agreement on the ____ day of _____, 20__ in Wausau, Wisconsin.

ON BEHALF OF
MARATHON COUNTY

ON BEHALF OF UNION

Frank Matel
Employee Resources Director

Brian Campbell
President

Randy Ingram
Business Agent, WPPA

Appendix A – Salary Schedule

EFFECTIVE - 1/12/2020

2% Increase

Classification	Monthly	Yearly	Hourly
Detective II	6,188	74,256	35.71
Detective I	6,005	72,055	34.65
Deputy Sheriff V	5,950	71,395	34.33
Deputy Sheriff IV	5,811	69,726	33.53
Deputy Sheriff III	5,573	66,876	32.16
Deputy Sheriff II	5,379	64,544	31.04
Deputy Sheriff I	4,869	58,425	28.10
Recruit Deputy	4,138	49,661	23.88

EFFECTIVE - 1/10/2021

2% Increase

Classification	Monthly	Yearly	Hourly
Detective II	6,312	75,741	36.42
Detective I	6,125	73,496	35.34
Deputy Sheriff V	6,069	72,823	35.02
Deputy Sheriff IV	5,927	71,121	34.20
Deputy Sheriff III	5,685	68,214	32.80
Deputy Sheriff II	5,486	65,835	31.66
Deputy Sheriff I	4,966	59,594	28.66
Recruit Deputy	4,221	50,654	24.36

EFFECTIVE - 7/11/21

*2% Increase To Deputy V and Detective I & II

Classification	Monthly	Yearly	Hourly
Detective II	6,438	77,256 *	37.15
Detective I	6,247	74,966 *	36.05
Deputy Sheriff V	6,190	74,279 *	35.72
Deputy Sheriff IV	5,927	71,121	34.20
Deputy Sheriff III	5,685	68,214	32.80
Deputy Sheriff II	5,486	65,835	31.66
Deputy Sheriff I	4,966	59,594	28.66
Recruit Deputy	4,221	50,654	24.36

Deputy Sheriff's Association - 2020 to 2021 Tentative Agreements

	2019	2020	2021
Salaries			
		1/12/2020 - 2%	1/10/2021 - 2%
Base Salaries Based on 57 FTE	\$3,711,886	\$3,786,124	\$3,861,846
Effective 1/12/20 - Eliminate Deputy I at 90% and 100% Level; New Hire Rate Is 95%		-\$458	\$0
Effective 7/11/21 - Changes to Deputy II, III, IV and V Progress and 2% To Deputy V and Detectives			\$61,193
Total Base Salary	\$3,711,886	\$3,785,666	\$3,923,039
Total Salary Increase Compared to 2019		\$73,780	\$211,153
Percentage Salary Increase Compared to 2019		1.99%	5.69%
Special Activity Pay - FTO Hours			
Effective 2019 \$1.25 For Hours Above Initial 40 Hours	2226.25	\$2,783	
Effective 2020 & 2021 Increase \$1.50 For All FTO Hours	2779.25		\$4,169
Subtotal of FTO Pay	\$2,783	\$4,169	\$4,169
Total FTO Increase Compared to 2019		\$1,386	\$1,386
*FTO increase will apply to Communications and Corrections Divisions - estimated increase of \$2,592			
Detective Weekend On-Call Pay			
	3105		
Effective 2019 \$1.50/hour		\$4,658	
Effective 2020 \$1.85/hour			\$5,744
Effective 2021 \$2.25/hour			\$6,253
Subtotal of On-Call Pay	\$4,658	\$5,744	\$6,253
Total On-Call Pay Increase Compared to 2019		\$1,087	\$1,596
Benefits Tied to Salaries			
WRS Retirement - Employer Contribution	11.22%	11.99%	11.99% (2)
	\$417,308	\$455,090	\$471,622
Social Security	7.65%	7.65%	7.65% (2)
	\$284,528	\$290,362	\$300,910
Worker's Compensation Premium - Law Enforcement	2.24%	1.21% (1)	1.21% (2)
	\$83,313	\$45,927	\$47,595
Total Benefits Tied To Salaries	\$785,149	\$791,379	\$820,127
Total Benefit Increase Compared to 2019		\$6,230 (1)	\$34,978 (2)
(1) 2020 Worker's Comp Reduction			
(2) 2021 Rates Based on 2020 Benefit Rates			
Additional Cost Resulting in Maintaining Current Contributions Level In 2020			
VS		\$19,472	
Non-Represented Employee Premium Contribution Increase of 2.4% in 2020			
Total Cost	\$4,504,476	\$4,606,430	\$4,753,588
Total Increase Compared to 2019		\$101,955	\$249,113
Percentage Increase Compared to 2019		2.26%	5.53%

MARATHON COUNTY
SALARY AND BENEFIT ORDINANCE
FOR
SHERIFF'S OFFICE
LIEUTENANTS



EFFECTIVE
1/1/~~2018~~2020 TO 12/31/~~2019~~2021

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RESOLUTION NUMBER R-89-17

The Marathon County Board of Supervisors does hereby ordain as follows:

Section 1: Resolution Number R-89-17 as it relates to Lieutenants in the Marathon County Sheriff's Office is hereby superseded in its entirety by the following:

TERMS AND CONDITIONS OF LIEUTENANTS IN THE SHERIFF'S OFFICE

- Article 1 - Compensation and Classification
- Article 2 - Employee Benefits
- Article 3 - Certain Employment Rules
- Article 4 - Association Dues Deductions
- Article 5 - Fair Share

Article 1 - Compensation and Classification

The compensation for Lieutenants shall be as follows:

- A. Standard Salary Schedule: The Salary Schedule is attached as Appendix "A".
- B. Position Reclassification: The Employee Resources Director shall recommend changes in classification to the Human Resources Committee.
- C. Special Activity Pay: Lieutenants will receive a payment of \$425 a year if involved in a minimum of forty (40) hours per year, of one or more of authorized department's special activities (responsibilities assumed in addition to regularly assigned job duties):

Field Training Officer	Unified Tactics Instructor
CVSA Examiner	Honor Guard
Law Enforcement Trainer	Crimestoppers
SWAT Team Member**	K-9 Officer**
Radar Instructor	Dive Team Member**
Boat Coordinator	Reserve Deputy Coordinator
Vehicle Salvage Inspector	Community Service Presentations
Crisis Negotiation Team (CNT)	Crash Reconstruction Team Member
Clandestine Lab Investigator**	Crisis Intervention Team (CIT)
Bomb Team Member**	VIPER
CART	Recreational Safety Coordinator (Boat/Snow/ATV)
ICAC	
<u>Mobile Field Force Team</u>	

Six (6) credit hours (10 CEU) of pre-approved post secondary job related training per year.

Employees assigned Field Training Officer Coordinator responsibility will receive ~~\$1.25~~\$1.50 per hour for all hours worked in FTO activities ~~after the initial qualifying 40 hours of FTO activities.~~

**Lieutenants in activities marked with a ** will receive an additional \$225.00 a year for Special Activity Pay if involved in a minimum of forty (40) hours per year, in one or more of these activities.

New Special Activity Programs may be added by mutual agreement of the parties.

Requests for special activity pay must be made to the Sheriff prior to December 31 of each year. Payment will be made on the ~~Friday after the first payday in first pay date in~~ February of each year.

Lieutenants who terminate and have met the requirements for Special Activity Pay will be paid the authorized amount on their final payroll, if Lieutenant has voluntarily terminated and provided required notice as provided in Article 2, Section Q - Separation Benefit for PTO, Vacation, Compensatory Time and Perfect Attendance Leave.

Article 2 - Employee Benefits

A. Overtime Payment: Overtime shall be compensated for at time and one-half (1½) the hourly rate of the Lieutenant or compensatory time, at time and one-half (1½). The Lieutenant may request overtime payment or compensatory time and such requests shall be at the discretion of the employee. Compensatory time may accumulate to a maximum of sixty-seven (67) hours for all Lieutenants. Overtime shall be all hours worked in excess of the Lieutenant's regularly scheduled shift and on days off. If a senior employee is not offered overtime according to this paragraph, they will be compensated for the hours missed without being required to work replacement hours. When overtime becomes available, a Lieutenant within that division shall have preference based on shift and seniority. If overtime is still available, Lieutenants from other divisions may bid on the overtime.

B. Call Time/Court Time: When a Lieutenant is called into work outside his/her regular scheduled hours of work the Lieutenant shall receive a minimum of two (2) hours of pay at the applicable hourly rate regardless of the time they were called. If the Lieutenant is called in one (1) hour prior to the regular shift, they will still receive two (2) hours call-in pay.

When a Lieutenant is required to report for court appearance s/he will receive a minimum of three (3) hours of pay at the applicable hourly rate. The call time payment for court appearances (3 hours) shall be paid if the Lieutenant is provided less than twenty-four (24) hours advance notice of cancellation.

C. Shift Differential: Employees assigned to either the second, third or power shift shall be paid a shift differential of ~~thirty-five dollars (\$35.00) per pay period effective January 1, 2018 and~~ forty dollars (\$40.00) per pay period ~~effective January 1, 2019~~. Leave of absence is not to be included in the differential pay computation; however, such computation shall include PTO, sick days, vacation, off days and holidays. Employees whose shifts overlap the above shifts shall receive a pro-rata differential. This section does not apply to employees when working a day shift.

D. Travel Reimbursement: Reimbursement rates for authorized local and long distance travel shall be as per County policy.

E. Wisconsin Retirement System: All eligible employees shall be included under the Wisconsin Retirement System. Employee contribution shall be equal to but not more than the general municipal employee WRS contribution. The County agrees to pay any remaining portion of the employee's share of his/her Wisconsin Retirement System qualified earnings to the Wisconsin Retirement System in addition to the County's share.

F. Group Insurance: Lieutenants may choose to be included in the insurance programs. All such insurance programs shall be selected by the employer.

1. Life Insurance: Lieutenants may apply for life insurance under the State Group Life Insurance Program. Premiums shall be paid by the Lieutenant.

2. Medical and Hospitalization Benefits: The County will pay Eighty Seven and Four Tenths Percent (87.4%), and the employees will pay Twelve and Six Tenths Percent (12.6%) of the monthly health insurance premium of the preferred plan. Employees may select other plans offered, but the County contribution will not exceed the dollar equivalent to 87.4% of the preferred plan monthly premium. Effective January 1, 2021, the County will pay Eighty Five Percent (85%), and the employee will pay Fifteen Percent (15%) of the monthly health insurance premium of the preferred plan. Employees may select other plans offered, but the County contribution will not exceed the dollar equivalent to 85% of the preferred plan monthly premium. Employees must pay the remainder. Employees shall be eligible for any wellness incentives that Marathon County offers to its employees. Probationary employees must indicate whether or not they desire to be covered by the County's health insurance plan within the first thirty (30) days of employment, with coverage to be effective upon the first (1st) of the month following sixty (60) days of employment date of hire. No employee shall make any claim against the County for additional compensation in lieu of or in addition to the County's contribution because the employee does not qualify for the family plan. Consult the summary plan description(s) for details regarding health plan benefit options.

3. Dental Insurance Benefits: The County agrees to pay Fifty Percent (50%) of the cost of the dental insurance program. Probationary employees must indicate whether or not they desire to be covered by the County's dental insurance program within the first thirty (30) days of employment, with coverage to be effective upon the first of the month following the sixty-first (61st) day of employment date of hire. No employee shall make any claim against the County for additional compensation in lieu of or in addition to the County's contribution because the employee does not qualify for the family plan. Upon receipt of any notices concerning any rate increase or decrease, the County shall provide the Secretary of the Association with a copy of such notice within ten (10) days.

Employees will be offered the 2012 Delta Dental PPO plan. However, the County's contribution towards dental insurance shall be limited to Fifty Percent (50%) of the premium rate for the 2012 Delta Dental PPO plan. Employees selecting coverage other than the 2012 Delta Dental PPO plan shall be required to pay all costs in excess of the Fifty Percent (50%) contribution figure for the 2012 Delta Dental PPO plan. In the event that a the current dental insurance program/plan provider discontinues our program/plan or will not continue to offer the same level of benefits to our group, the parties agree to reopen the dental insurance benefits to negotiations if permitted by law.

4. Income Continuation Insurance: The County agrees to pay the full cost for a 90 day elimination period for basic Income Continuation Insurance. Employees may elect a shorter elimination period by paying the additional premiums.

G. Social Security: Lieutenants covered by the Wisconsin Retirement Fund shall be covered under the Public Employees' Social Security. The Finance Director shall act as agent and deputy agent respectively for the Wisconsin Retirement Fund and Public Employees' Social Security Fund in the Administration of these funds.

H. Holidays: There is no waiting period for new Lieutenants to receive holiday pay. ~~All Lieutenants shall receive a lump sum payment for ten (10) eight (8) hour holidays paid at their regular hourly rate of pay in effect (10 X 8 = 80 total hours of pay) on the Friday before the first regular payday in November each year. (Note: payment will be pro-rated if Lieutenant is not employed for all holidays). In addition, Lieutenants who work on a listed holiday shall receive time and one half (1½) their regular pay for all regularly scheduled hours worked. Overtime hours worked on a holiday shall be compensated as double time payment for overtime hours worked on a defined holiday.~~

New Years Day	Labor Day
Martin Luther King Jr.	Thanksgiving Day
Easter	December 24th
Memorial Day	Christmas Day
Independence Day	December 31st

~~All Lieutenants shall receive a lump sum payment for ten (10) eight (8) hour holidays paid at their regular hourly rate of pay in effect (10 X 8 = 80 total hours of pay) on the first regular pay date in November each year. If a Lieutenant separates prior to receiving holiday payment, accrued holidays will be added to their last payroll. If a Lieutenant terminates before the end of a calendar year, but after the holiday payment is made, the County will withhold any holiday overpayment on their final payroll.~~

~~In addition, Lieutenants who work on a listed holiday shall receive time and one half (1½) their regular pay for all regularly scheduled hours. Overtime hours worked on a holiday shall be compensated as double time payment for overtime hours worked on a defined holiday. Holidays set forth in this section shall accrue on the above dates and any Lieutenants receiving the benefit of such holiday before it accrues and subsequently terminates their employment with the County agrees to have County deduct from their final paycheck the value of such holiday or holidays received. All Lieutenants shall be afforded the same holiday benefits.~~

I. Paid Time Off (PTO):

1. Purpose: The purpose of the Paid Time Off (PTO) plan is to provide employees the flexible means of accruing and using paid time off. PTO can be utilized for any purpose, subject only to necessary request and approval procedures consistent with County policies, office policies, and this labor agreement.

PTO is a combination of time used for vacation, sickness and other personal time under a single accrual.

2. Accrual Process: Eligible regular employees earn PTO each payroll period. No employee shall earn the biweekly accrual if the employee is paid less than 50% of his/her standard scheduled work hours per pay period.

~~On 1/1/15 and at~~ time of hire, employees will be credited 80 hours of PTO and must sign the acknowledgement to deduct hours from an employee's PTO accrual until such time as the total hours of PTO credited to the employee have been reimbursed. The acknowledgement also authorizes the County, upon an employee's termination, to deduct from the employee's final paycheck any remaining PTO credit that has not been repaid to the County. If an employee's paid hours on last check do not cover remaining credited hours, the employee agrees to allow County to deduct outstanding amount from PEHP conversion, if applicable **OR** send payment to the County for outstanding amount within 30 days from invoice date.

PTO Accrual Rates for Employees Allocated to Full-Time Position

Years of Continuous Service	Biweekly Accrual	Annual Accrual Based on Biweekly Accrual	Approximate Annual Accrual		Maximum Accumulation Allowed Hours
			Hours	Days	
0 thru 8	6.7692	175.9992	176	22	216
9 thru 14	8.0000	206.0000	208	26	248
15 thru 19	9.8462	256.0012	256	32	272
20 +	10.7692	279.9992	280	35	320

3. Sick Leave Banks Earned Prior to 1/1/15: Employees sick leave banks will be frozen and set aside on 12/31/14. Employees may use accrued sick leave only for conditions that would be qualifying and/or approved Federal/Wisconsin Employee and Family Medical Leave (FMLA). Hours used will be paid at the pay rate in effect at time of use. When an employee retires or dies, a maximum of 50% of the sick leave remaining in the employee's sick leave bank will be converted to its monetary value (employee's 12/31/14 hourly rate) and deposited into the employee's Post Employment Health Plan (PEHP) account.

4. Vacation and Perfect Attendance Leave (PAL) Earned Prior to 1/1/15: Employees vacation and PAL banks will be frozen on 12/31/14. Employees may request to use and upon supervisor approval use accrued vacation and PAL during their employment at the pay rate in effect at time of use.

At time of voluntary separation (excluding retirement), employees who subsequently leave County employment in good standing and give required notice shall receive payment at their 12/31/14 hourly rate for all remaining accrued vacation and perfect attendance leave.

At time of layoff or death, employees shall receive payment at their 12/31/14 hourly rate for all remaining accrued vacation and perfect attendance leave.

At time of retirement, employees who leave County employment in good standing, give required notice, and who apply for Wisconsin Retirement Fund benefits at least (30) days before the last day of work or who are forced to retire due to medical disability, shall have vacation and perfect attendance leave deposited at their 12/31/14 hourly rate into the employee's Post Employment Health Plan (PEHP) account.

If involuntarily terminated from employment for reason other than layoff, employees will not receive payment for vacation and perfect attendance leave.

5. Extended Sick Leave Account (ESLA) Prior to 1/1/15: Employees will not accrue any ESLA but can use accrued balance for the remainder of their employment with the County under the following conditions:

- a. An employee may use sick leave in the extended sick leave account after the employee has exhausted all regular accrued sick leave and after an employee's paid time off banks are at 80 hours or less.
- b. Sick leave from the extended sick leave account may be used by the employee for qualifying and/or approved Federal/Wisconsin Employee and Family Medical Leave (FMLA) but may not be used to supplement salary in the event of a worker's compensation injury and will not be converted to PEHP at time of retirement.

6. PTO, Vacation and Other Time Off Scheduling: The number of Lieutenants on vacation or scheduled PTO at any period shall be determined by the Sheriff. The choice of

vacation or scheduled PTO time shall be made on the basis of seniority within each division, bureau, detail, work unit, or crew. Bargaining unit seniority shall govern the choice of vacation or scheduled PTO time for employees returning to the patrol division. The selection by any Lieutenant of a vacation or scheduled PTO period of a duration of one full week, two full weeks, etc., shall take precedence over a selection by another Lieutenant of a period of less than one full week.

7. Scheduled Absences: Employees shall be allowed to use PTO, Vacation, Comp Time and PAL as requested with prior approval from supervisor per departmental protocol. Employees shall make every effort to schedule routine medical appointments outside of regular work hours. If this is not possible it should be scheduled in such a way that causes least disruption to the office operations.

One (1) week vacation or scheduled PTO shall consist of the number of days of a scheduled work week. Holidays and off days shall not be considered as part of vacation or scheduled PTO. The Sheriff shall not issue a policy or exercise a practice of routinely denying all PTO requests which fall on a holiday.

8. Unscheduled Absences: When an employee is requesting paid time off for a personal or family illness or injury or an emergency, the employee must report the reason for time off in accordance with office protocol or at least one-half hour before the start of the work day or shift, except in cases of emergency or development of the illness during work hours.

9. Minimum Usage: Paid time off (PTO, vacation, PAL, sick leave and comp time) may be used in no less than 15-minute increments, unless departmental policy requires greater minimum usage.

10. PTO for Extended Family Funeral Leave: In the event of a death of a member of the current extended family of a regular employee, the employee may request and upon request, shall be granted to use one day of paid leave (PTO, vacation, PAL, comp time). Additional time off may be granted by the department. Extended family means the employee's or the employee's spouse's brother-in-law, sister-in-law, uncle, aunt, niece, or nephew and the employee's spouses' grandparent. Employees may be required to furnish proof of death and their relationship to the deceased.

J. General Leaves of Absence: A Lieutenant with at least six (6) months service, giving two (2) weeks prior notice may, at the discretion of the department head, be granted an unpaid leave of absence not to exceed thirty (30) calendar days upon presenting a written request with copies to the Human Resources Committee and the Employee Resources Director. Leaves of absence for longer periods of time and extensions of leaves of absence may be granted upon the approval of the Human Resources Committee.

In no case shall a leave of absence be granted for the purpose of accepting employment with another employer. During the period of leave of absence, no vacation, sick leave, or other benefits shall accrue to the Lieutenant. Participation in the insurance groups will be permitted if the Lieutenant pays the full cost of such participation.

1. Educational Leave of Absence: Educational leave of absence not to exceed one (1) year may be granted with pay and benefits at the discretion of the Human Resources Committee. The Lieutenant must agree in writing to remain employed for a period of time equivalent to three times the amount paid for such leave of absence. If that amount of service is not rendered the Lieutenant shall be required to make repayment of that expenditure within sixty (60) days of termination.

2. Military Leave:

- a. Reserve Training: Lieutenants who are members of a reserve component of the military forces of the United States or State of Wisconsin shall promptly notify the department head and be granted a leave of absence if required to participate in summer training duties. Such Lieutenant shall be paid the difference, if any between their regular pay and their military pay for the training/active duty period involved, but not to exceed fifteen (15) working days (maximum of 150 hours) in the calendar year.
- b. Active Duty: In the event of a national or state emergency, Lieutenants may take an extended military leave of absence without pay if ordered to active duty. Any Lieutenant on a military leave of absence may continue medical, dental, and life insurance coverages; however, the Lieutenant shall pay the premiums.

3. Medical Leave of Absence: In the event of an extended absence due to sickness or temporary disability stemming from such causes as heart attack, stroke, cancer, pregnancy, etc., the Lieutenant may choose to not continue on sick leave but rather take an unpaid medical leave of absence so as to retain a sick leave balance for use after return to work. Such medical leave of absence may be requested as specified in Paragraph J – General Leaves of Absence.

K. Sick Leave:

1. Retirement Benefit - Sick Leave Conversion to Post Employment Health Plan (PEHP): Lieutenants retiring shall have their sick leave, using the conversion formula, deposited into their PEHP account. In order to determine the Lieutenant's sick leave conversion benefit, the following formula would apply:

Years of continued uninterrupted service + age = credits

(EXAMPLE: 20 years of continuous service + 55 = 75 credits)

For credits above 65 but below 75, deduct 5 percent from the standard conversion for each year short of 75.

Examples:

75 credits=	Standard 50 percent conversion of sick leave to dollar credits
74 credits=	45 percent conversion
73 credits=	40 percent conversion
72 credits=	35 percent conversion
71 credits=	30 percent conversion
70 credits=	25 percent conversion
69 credits=	20 percent conversion
68 credits=	15 percent conversion
67 credits=	10 percent conversion
66 credits=	5 percent conversion
65 credits=	0 percent conversion

In order to be eligible for the above-described benefit, the employee must meet all of the following conditions:

- 1) Be Wisconsin Retirement Systems (WRS) eligible and apply for a WRS annuity at least 30 calendar days before last day worked; and
- 2) Provide the required notice as outlined in Article 2 (Q) – Separation Benefit.

2. Disability Retirement and Death Benefit - Sick Leave Conversion to Post Employment Health Plan (PEHP): If an employee is forced to retire due to medical disability or dies, fifty percent (50%) of the sick leave remaining in the employee's accumulated sick leave account may be converted to its monetary value (employee's 12/31/14 hourly rate, exclusive of shift differential) and deposited into the employee's Post Employment Health Plan (PEHP) account.

3. Extended Sick Leave Account (ESLA): Employees will not accrue any ESLA but can use any accrual balance for the remainder of their uninterrupted job tenure with the County under the following conditions:

An employee may use sick leave in the extended sick leave account after the employee has exhausted all regular accrued sick leave.

Sick leave from the extended sick leave account may be used by the employee in the same way as regular sick leave but may not be used to supplement salary in the event of a worker's compensation injury and may not be used to pay the cost of the health care benefit at any time.

L. Funeral Leave: In the event of a death in the current immediate family of a regular full-time Lieutenant, the Lieutenant may request funeral leave from the Sheriff and upon such request shall be granted up to but not to exceed three (3) working days with pay. Immediate family, for purposes of this section, shall mean the Lieutenant's spouse, children, daughter-in-law, son-in-law, grandchildren, grandparents, parents, brother, sister, mother-in-law, father-in-law, or any person who has resided with the Lieutenant immediately preceding the person's death. The definition of immediate family includes step-relatives in the categories listed in Paragraph (L).

Lieutenants desiring funeral leave shall, upon knowledge of an eligible death, promptly make application thereafter to the Sheriff so that work schedules can be appropriately adjusted. Lieutenants must use the Funeral leave in consecutive work days which includes the day of the funeral unless an exception is granted by the Sheriff or their designee. Lieutenants may be required to furnish proof of death and their relationship to the deceased.

Funeral leave for extended family is located in Section I. Paid Time Off, Paragraph 10.

M. Defense of Claims: The County shall authorize the District Attorney to defend any Lieutenant for any lawsuit commenced against him for damages commenced as a result of an alleged false arrest or erroneous service of papers. When used herein, damages mean only those damages which are payable because of personal injury which shall include mental anguish, humiliation, loss of reputation and punitive or exemplary damages. Any judgment obtained in any suit against any Lieutenant as provided in this section shall be paid by the County, provided the County defended said action. The County may at its sole discretion, employ private counsel in lieu of the District Attorney.

N. Clothing Allowance:

1. Hardware, Insignia, Firearms: The County agrees that it will provide all hardware, insignia, firearms, handcuffs, etc., to include, but not limited by this enumeration: one (1) pistol, one (1) Sam Browne belt and its accessories with all brass and badges, and such related equipment or replacement or substitutions therefore as the appropriate committee may from time to time determine. The County will maintain the same as its expense.

2. Permanent Lieutenants: All permanent Lieutenants (uniformed or plain clothes) shall receive an annual uniform clothing allowance of ~~six hundred and seventy-five dollars (\$675.00) effective January 1, 2018 and~~ seven hundred and fifty dollars (\$750.00) ~~effective January 1, 2019~~ for purchase, replacement and care of uniform items to be paid on the ~~Friday after the first payday in February~~ 2nd pay date in January.

3. Damaged Clothing or Equipment: The County agrees that it will replace at its own expense all items of hardware and equipment herein-before stated as all clothing items that are stolen or damaged to the extent which renders them unserviceable while in official use. All items damaged as a result of a Lieutenant's negligence shall be personally replaced by the Lieutenant. It is the sole responsibility of the Sheriff or Chief Deputy to determine whether an item has been stolen or rendered unserviceable during the Lieutenant's official duties or as a result of the Lieutenant's negligence. All such decisions shall be subject to review by the appropriate committee of the County Board.

4. Maintenance: All Lieutenants shall be responsible for maintaining their uniforms and all equipment in good working order and in good condition.

5. Termination: Upon termination of employment, the County may require a Lieutenant to return all items of uniforms in the Lieutenant's possession.

6. Body Armor: The County agrees to provide new (non-refurbished) body armor to Lieutenants. The Sheriff shall determine the specifications of the body armor purchased by the County as long as the specification is not lower than a Threat II level. A Lieutenant who wishes to purchase another brand of body armor at the Threat II level or body armor offering greater protection will be reimbursed for the actual cost up to the cost of the County issued body armor. Replacement by the County shall be made pursuant to manufacturer's specifications.

Lieutenants provided body armor or reimbursed for body armor in accordance with this provision shall wear the body armor at all times while on duty, unless given permission to the contrary by the Chief Deputy or the Sheriff.

O. Worker's Compensation: Employees eligible for worker's compensation benefits shall for the first ninety (90) working days receive their worker's compensation benefit check and through payroll receive the difference between their normal weekly wage and their weekly worker's compensation benefit. After the ninety (90) working days, the employee must exercise one of the following options:

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

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

P. Jury Duty: Lieutenants who are covered by this ordinance who serve on a jury shall be paid the difference between the jury or witness fees and their regular earnings. Lieutenants when released from jury duty shall immediately return to their job and complete their scheduled work day. Lieutenants shall not be entitled to overtime or shift differential under this provision.

Q. Separation Benefit for PTO, Vacation, Compensatory Time and Perfect Attendance Leave: At time of voluntary separation (excluding retirement if the employee applies for Wisconsin Retirement Fund benefits within thirty days of last day of work) Lieutenants with at least eighteen (18) months of service who subsequently leave the employ of the County in good standing, upon giving two (2) weeks written notice shall receive cash payment for all remaining accrued PTO, vacation time, compensatory time, and perfect attendance leave credits. PTO will be paid out at the employee's current hourly rate; however, vacation and perfect attendance leave will be paid out at 12/31/14 hourly rate. The Lieutenant's last day of work will be the last day on the payroll. Lieutenants will not be permitted to utilize PTO, vacation, compensatory time and/or perfect attendance leave and stay on the payroll after the last day at work. This policy may be waived upon recommendation of the Employee Resources Director and only in personal emergency or crisis situations.

At time of retirement, Lieutenants who apply for Wisconsin Retirement Fund benefits within (30) calendar days of the last day of work or who are forced to retire due to medical disability upon giving two (2) weeks written notice, shall receive payment for all remaining accrued compensatory time. The County will deposit the employee's Sick Leave, Vacation and Perfect Attendance Leave (PAL) to the employee's Post Employment Health Plan (PEHP) account at the pay rate in effect on December 31, 2014. Sick Leave shall be governed by the formula in Article 2 (K). Paid Time Off (PTO) balances shall be paid out at the time of retirement at the employee's rate of pay at time of retirement.

At time of death of an employee, the County shall payout the remaining accrued vacation time, compensatory time, perfect attendance leave credits.

R. Post Employment Health Plan: The County shall contribute \$21 per pay period toward the Post Employment Health Plan on behalf of each employee. These contributions shall accumulate in a trust account for the payment of qualified medical expenses incurred after leaving employment. Additionally, the County shall pay the annual administrative fee associated with this program.

Article 3 - Certain Employment Rules

The following personnel rules shall apply to all Lieutenants in addition to these personnel policies, rules of personal conduct, County or department rules adopted by resolution, by-law or practice.

A. Hours of Work: The standard work week shall average forty (40) hours on an average to be determined by the Sheriff. Lieutenants assigned a 5-2 work cycle shall receive six (6) "Kelly" days off per year.

B. Probationary/Trial Period:

1. Length: All Lieutenants shall serve a ~~probationary trial~~ period of one (1) year from date of promotion.

2. Conditions: During the ~~probationary trial~~ period, the Lieutenant shall be subject to discipline for unsatisfactory service. ~~In the event the Lieutenant completes probation,~~ Upon successful completion of the trial period seniority shall accrue to the original date of promotion providing such Lieutenant was continuously employed by the County in this Department.

C. The Employer Rights and Responsibilities: The Sheriff shall have the following rights among other:

1. To direct all operations of the department;
2. To hire, promote, transfer, assign, retain and terminate employees consistent with Civil Service regulations;
3. To establish and enforce work rules and to determine work schedules;
4. To suspend, demote, discharge and take other disciplinary action against Lieutenants;
5. To relieve Lieutenants from their duties because of lack of work or for other reasons;
6. To maintain the efficiency of government operations;
7. To introduce new or improve methods or facilities;
8. To change existing methods or facilities;
9. To contract out for goods or services;
10. To determine the methods, means and personnel by which such operations are to be conducted;
11. To take whatever action must be necessary to carry out the functions of government in situations of emergency; and
12. To take whatever action is necessary to comply with state or federal law.

D. Complaint Procedure:

1. It is our policy to deal promptly and fairly with employee complaints. This complaint procedure is established to provide an effective means for hearing and resolving employee complaints concerning the interpretation or application of the Salary and Benefit Ordinance for Sheriff's Office Lieutenants.

2. Steps of the Complaint Procedure:

Step 1: An employee having a complaint may within ten (10) calendar days of the event causing the complaint, discuss and attempt to resolve the matter with the

Chief Deputy. Within ten (10) days of receipt of the complaint the Chief Deputy shall transmit an answer to the employee.

Step 2: If the complaint is not resolved with the Chief Deputy, the employee may send a written appeal to the Sheriff. This written appeal must be submitted within ten (10) days of the Chief Deputy's response. The Sheriff shall review the complaint and shall respond in writing within ten (10) calendar days of receipt of the appeal.

Step 3: If the complaint is not resolved with the Sheriff, the employee may submit a written appeal to the Employee Resources Director. This appeal must be submitted within ten (10) calendar days of the Sheriff's response. The Employee Resources Director shall review the complaint and respond in writing within ten (10) days of receipt of the appeal.

Step 4: If the complaint is not resolved by the Employee Resources Director, an employee can request a final appeal to the Human Resources Committee within ten (10) calendar days of the receipt of the Employee Resources Director's response. At their next regular meeting, the Human Resources Committee shall meet and informally review the facts and circumstances giving rise to the complaint and shall issue a written decision which shall be final.

E. Lateral Transfer: Lateral transfer means the filling of an open position where no Civil Service test and no pay increase is necessary. Lateral transfer preference shall be given to the employee with the longer period of tenure in classification, after due consideration is also given to initiative and past performances as demonstrated by the employee's conduct in carrying out the employee's past daily assignments. It is the intention of the parties that tenure, in and of itself, should not be the sole criterion in the determination of the placement of a Lieutenant in a position, whether temporary or permanent, whether with or without a probationary period.

F. Lateral Transfer - Lieutenant:

1. Lateral transfer preference shall be given to the employee with the longer period of tenure in classification, after due consideration is given to the initiative and past performance as demonstrated by the employee's conduct in carrying out the employee's past daily assignments.

It is the intention of the parties that tenure, in and of itself, should not be the sole criterion in the determination of the placement of a Lieutenant in a position, whether temporary or permanent, whether with or without a probationary period.

2. Lieutenants assigned to a particular division can bid for another Lieutenant's position when it becomes vacant.

3. Lieutenants' positions in Communications, SIU and the Detective Bureau are not biddable positions during the yearly shift picks.

Article 4 - Association Dues Deduction

A. Dues Deduction Forms: Marathon County (hereinafter County) will deduct monthly dues from the pay of employees who individually sign ~~voluntary check-off dues deduction~~ authorization forms supplied by the Marathon County Sheriff's Office Supervisors Association (hereinafter Association).

This authorization shall be valid for the term of this ordinance ~~or for one (1) year, whichever is less. This authorization shall be renewable in writing by giving notice to the County on or before January 1st.~~ This authorization is revocable upon thirty (30) days written notice to the County and the Association.

B. Deductions: The County shall deduct the amount certified by the Association as the monthly dues of the Association from the first paycheck each month of each employee requesting such deduction following receipt of such statement and shall remit the total of such deductions to the Association in one lump sum. The Association agrees to inform the County of any change in the dues amount with a thirty (30) days written notice.

C. Indemnification: The Association will refund to the employee involved any Association dues erroneously collected by the County and paid to the Association. ~~-The Association does hereby indemnify and shall save the County harmless against any and all claims, demands, suits, or other forms of liability, including court costs, that shall arise out of or by reason of action taken or not taken by the County, which County action or non-action is in compliance with the provisions of this article, and in reliance on any lists or certificates which have been furnished to the County pursuant to this article; provided that the defense of any such claims, demands, suits, or other forms of liability shall be under the control of the Association and its attorneys. However, nothing in this section shall be interpreted to preclude the County from participating in any legal proceedings challenging the application or interpretation of this article through representations of its own choosing and at its own expense.~~
~~The Association agrees to hold the County harmless from any claims or demands arising out of the County's compliance with the provisions of this article.~~

D. Administration Fee: The Association shall pay the County one hundred dollars (\$100.00) per year payable on or before the first of February each year to partially cover administrative expenses of dues deduction as herein provided.

Article 5 - Fair Share

~~All Lieutenants in the bargaining unit shall be required to pay, as provided in this Article, their fair share of the costs of representation by the Association. No Lieutenant shall be required to join the Association, but membership in the Association shall be available to all Lieutenants who apply, consistent with the Association's constitution and bylaws.~~

~~The County shall deduct in equal installments from the monthly earnings of all employees covered by the Salary and Benefit Ordinance for Sheriff's Office Lieutenants who have not agreed to a voluntary deduction of monthly dues under Article 4, their fair share of the cost of representation by the Association, as provided in Section 111.70(l)(f), Wis. Stats., and as certified to the County by the Association. The County shall pay the amount to the treasurer of the Association on or before the 15th of the month in which such deduction was made. The commencement of deductions shall begin immediately upon approval of the 1991-92 revisions to the Salary and Benefit Ordinance by the Marathon County Board of Supervisors.~~

~~The Association shall notify the County of the amount certified by the Association to be the fair share of the cost of representation by the Association and the date for the commencement of fair share deductions, (two weeks) prior to any required fair deduction. The Association agrees to certify to the County only such fair share costs as are allowed by law, and further agrees to abide by the decisions of the Wisconsin Employment Relations Commission and/or courts of competent jurisdiction in regard to the determination and administration of this Article. The Association agrees to inform the County of any change in the amount of such fair share costs.~~

~~The Association does hereby indemnify and shall save the County harmless against any and all claims, demands, suits, or other forms of liability, including court costs, that shall arise out of or by reason of action taken or not taken by the County, which County action or non-action is in compliance with the provisions of this article, and in reliance on any lists or certificates which have been furnished to the County pursuant to this article; provided that the defense of any such claims, demands, suits, or other forms of liability shall be under the control of the Association and its attorneys. However, nothing in this section shall be interpreted to preclude the County from participating in any legal proceedings challenging the application or interpretation of this article through representations of its own choosing and at its own expense.~~

SECTION 2: All ordinances, policies, resolutions or parts of ordinances, policies or resolutions in conflict herewith are hereby repealed.

SECTION 3: The Marathon County Clerk is authorized to issue checks pursuant to this ordinance and the Marathon County Treasurer is authorized to honor said checks.

SECTION 4: This ordinance shall be retroactive in force and effect retroactive to January 1, 2018~~2020~~.

APPENDIX A SALARY STRUCTURE

EFFECTIVE 1/12/2020

[2% Increase](#)

Classification	Yearly	Hourly
Lieutenant - 60-Month*	82,341	39.59
Lieutenant - 30-Month*	81,588	39.22 39.23
Lieutenant - Starting	80,835	38.86

EFFECTIVE 1/10/2021

[2% Increase](#)

Classification	Yearly	Hourly
Lieutenant - 60-Month*	83,988	40.38
Lieutenant - 30-Month*	83,220	40.01
Lieutenant - Starting	82,452	39.64

EFFECTIVE 7/11/2021

[2% Increase](#)

Classification	Yearly	Hourly
Lieutenant - 60-Month*	85,668	41.18 41.19
Lieutenant - 30-Month*	84,884	40.81
Lieutenant - Starting	84,101	40.43

DIRECT DEPOSIT: Wages shall be paid through direct deposit.

* Contingent upon successful performance as determined by the Sheriff

Lieutenant Ordinance - 2020 to 2021 Tentative Agreements

	2019	2020	2021
Salaries		1/12/2020 - 2%	1/10/2021 - 2% & 7/11/2021 - 2%
Base Salaries Based on 10 FTE	\$802,090	\$818,131	\$842,839
Total Salary Increase Compared to 2019		\$16,041	\$40,749
Percentage Salary Increase Compared to 2019		2.00%	5.08%
Special Activity Pay - FTO Hours			
Effective 2019 \$1.25 For Hours Above Initial 40 Hours	85	\$106	
Effective 2020 & 2021 Increase \$1.50 For All FTO Hours	125	\$188	\$188
Subtotal of FTO Pay	\$106	\$188	\$188
Total FTO Increase Compared to 2019		\$82	\$82
Benefits Tied to Salaries			
WRS Retirement - Employer Contribution	11.22%	11.99%	11.99% (2)
	\$90,006	\$98,116	\$101,079
Social Security	7.65%	7.65%	7.65% (2)
	\$61,368	\$62,601	\$64,492
Worker's Compensation Premium - Law Enforcement	2.24%	1.21% (1)	1.21% (2)
	\$17,969	\$9,902	\$10,201
Total Benefits Tied To Salaries	\$169,343	\$170,620	\$175,771
Total Benefit Increase Compared to 2019		\$1,276 (1)	\$6,428 (2)
(1) 2020 Worker's Comp Reduction			
(2) 2021 Rates Based on 2020 Benefit Rates			
Additional Cost Resulting in Maintaining Current Contributions Level In 2020 VS Non-Represented Employee Premium Contribution Increase of 2.4% in 2020			
		\$3,862	
Total Cost	\$971,539	\$992,800	\$1,018,798
Total Increase Compared to 2019		\$21,261	\$47,259
Percentage Increase Compared to 2019		2.19%	4.86%