



# SUPERIOR

W I S C O N S I N

Living up to our name.

Human Resources Department  
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March 26, 2019

TO: Members of the Human Resources Committee: Ruth Ludwig, Craig Sutherland, Jack Sweeney, Dan Olson (alternate)

FROM: Cammi Koneczny, Human Resources Director *CK*

Please be advised that the Human Resources Committee *SPECIAL* meeting has been scheduled for **Monday, April 1st, 2019, 4:00 pm, in Board Room 204 of the Government Center Building.**

- 1) Legal counsel from City Attorney Frog Prell as to what takes precedence; Past Practice, FLSA, Union Contract, or City Policy, as it relates to Union #27 grievance #1-27-19.

cc:			
Mayor Paine	Jason Serck	Steve Roberts	Superior Telegram-Shelley Nelson
Common Council	Todd Janigo	Erin Abramson	Duluth News Tribune
City Attorney Prell	Chris Carlson	Diane Nelson	WDSM Radio
City Clerk Office	Nathan Johnstad	Jon Shamla	WEBC Radio
Terri Kalan	Len Moen	Mark Simmonds	KDAL Radio
Jean Vito	Linda Cadotte	Darrienne McNamara	Government Center Posting
Nick Alexander	Pete Kruit	Suzi Olson, #74	Public Library Posting
Matt Markon	Brad Theien	Brad Esler, #27	
Steve Panger	Scott Gordon		
Chris Bronson	Debbie Bergstrom		
John Kiel	Russ Behlings		
Sue Heskin			

The City of Superior complies with the Americans with Disabilities Act of 1990. If you are in need of an accommodation to participate in the public meeting process, please contact the Human Resources Office at (715) 395-7210 or by email: [humanresources@ci.superior.wi.us](mailto:humanresources@ci.superior.wi.us) by 4:00 p.m. on the business day prior to the scheduled meeting. The City will attempt to accommodate any request depending on the amount of notice we receive. TTY (715) 395-7521.

In Compliance with Wisconsin Open Meeting Law, this agenda was Posted/Faxed/Mailed.

## from Police contract:

- e. All exchange of workdays must be completed within twelve (12) months, from the date of the trade. Employees making exchanges shall provide the City with adequate records of the exchanges. Under no circumstances will the exchange of workdays give any rise to or claim for overtime under this agreement or under applicable laws.
- f. Upon a trade, an employee will be paid according to how they were scheduled to work, not the traded hours they worked. The original employee will receive any premium pay required for the scheduled shift, not the trading employee. In the event that overtime occurs as a result of the trade, the employee working the overtime will be paid for the overtime.
- g. In the event an employee does not appear for a traded day, that employee who agreed to work will be responsible for that part of the additional cost incurred by the City to cover the employee's shift where overtime occurs or because of required relief pay.
- h. Trading shall permit an employee to obtain four (4) consecutive days off, but not to exceed once per calendar month, except in cases of emergency as approved by the Police Chief.

### D) Alternative Work Schedules

The Police Chief or his/her designee and the employee may mutually agree to a pattern of work that deviates from the normal scheduling and overtime practices outlined in this Agreement. The Employer shall retain documentation of the agreement. Either the Employer or the employee may revoke such election by giving written notice to the other party at least five (5) work days prior to the effective date of revocation.

Employees shall have the opportunity to review an alternative schedule or schedules, prior to volunteering for flexible work hours. Alternative work schedules may include shifts that are less than or more than the regularly scheduled hours per day.

### Article 9 - OVERTIME

- A) Time worked in excess of eight (8) or ten (10) hours worked in a work day, or weekly overtime in excess of 40 hours or scheduled hours from 30 to 60 depending on the rotation, shall be compensated for at the rate of time and one-half (1.5) in compensatory time or money.
- B) Paid Reliefs  
When an employee works in excess of their regular work day or regular work week the employee shall, at his/her option, be paid at the rate of time and one-half (1.5) in compensatory time or money.

At such time when paid relief opportunities are deemed necessary, they shall be filled on a rotating basis. The sole remedy for violation of this provision shall be preferential placement of the grievant for future paid relief opportunities.

**C) Compensatory Time Accrual and Payoff**

For employees hired prior to January 1, 1999, compensatory time can be accrued to a total maximum of one-hundred- sixty (160) hours in a calendar year (106.67 hours time worked at time and one-half equals one-hundred-sixty hours accrued). For employees hired January 1, 1999 or after, compensatory time can be accrued to a total maximum of 120 hours in a calendar year (80 hours time worked at time and one-half equals 120 hours accrued). Overtime hours worked beyond the 160 or 120 hours respectively in a calendar year, will be paid in money.

Compensatory time may be taken in accordance with the accrued time off request policy in Article 12 (C) of this working agreement. On the first pay day in December, the City shall pay the employee monetary compensation for any unused accrued compensatory hours at the current contract rate of pay.

- D)** If an employee is ordered by a supervisor to report for work (forced in) on his/her regularly scheduled day of rest, he/she shall receive two times (2x) his/her regular hourly rate for all hours worked on the day ordered in. This double time pay would not apply to being ordered to report early for a regular shift or being forced to stay longer than a regular shift. This double time will not apply to on-call detectives and evidence technicians, ERT, CRT or dive team members. It will also not be paid for training.

**Article 10 - CALL BACK, COURT APPEARANCE, DETECTIVE ON-CALL, EVIDENCE TECHNICIAN ON-CALL**

**A) Call Back Pay**

Officers assigned or required to appear, and who report for duty, (outside of their regular normal assigned working hours) at the direction of the Police Department Administration shall be compensated a minimum of three (3) hours at the time and one-half rate in cash or compensatory time as provided for in Article 9 of this agreement.

**B) Court Appearance**

In case of required court appearances, officers are to be paid a minimum of three (3) hours at the time and one-half rate in cash or compensatory time as provided for in Article 9 of this agreement. This section shall not apply to court appearances of employees on regular duty.

An Officer subpoenaed to appear in a civil matter, resulting from the scope of his/her employment, shall be compensated the same as a criminal proceeding. Any witness fees accruing to the Officer shall be turned over to the City Treasurer.

An officer shall notify the department of any required court appearance where the employee is subpoenaed because of his/her employment with the Police Department.

C) Detective On-Call

There shall be rotated weekly among the detectives the duty of being on-call for the work week. The term "on-call" shall mean that the detective, during the period of on-call duty, shall maintain a response time of not more than 45 minutes. The on-call detective shall be furnished with a City automobile and necessary paging equipment during the week upon which such detective is on-call. On-call detectives shall maintain themselves in a fit-for-duty condition while on-call.

Detectives on-call shall be paid an additional One-hundred Dollars (\$100.00) for each completed on-call week.

On-call detectives may trade with detectives upon notification of detective commander on a weekly basis or any part thereof.

D) Evidence Technician On-Call

Effective 1/1/01, there shall be rotated weekly among the evidence technicians the duty of being on-call for the work week. The term "on-call" shall mean that the evidence technician, during the period of on-call duty, shall maintain a response time of not more than 45 minutes. The on-call evidence technician shall be furnished with necessary paging equipment during the week upon which such evidence technician is on-call. The on-call evidence technician shall report to the police department when required where a City automobile and necessary equipment will be made available. On-call evidence technicians shall maintain themselves in a fit-for-duty condition while on-call.

Evidence technicians on-call shall be paid an additional Fifty dollars (\$50.00) for each completed on-call week. After three years working as an evidence technician, the weekly on-call pay will increase to Seventy-Five dollars (\$75.00). Also see Page 34 Side Letter Agreement for flex time option.

On-call evidence technicians may trade with evidence technicians on a weekly basis or any part thereof upon notification to the detective division supervisor.

**Article 11 - WORK SCHEDULE ASSIGNMENTS**

- A) The work schedule period shall be of four (4) months' duration, with the starting days of the work schedule to be the first Saturday of the first complete pay period of January, May and September.
- B) Work schedules shall be posted on the Bulletin Board for work schedule - shift hours selection no later than thirty (30) days prior to the starting day.

City of Superior  
HUMAN RESOURCES POLICIES AND PROCEDURES

Topic: FAIR LABOR STANDARDS ACT-WORK POLICIES  
Section: COMPENSATION  
Number: 9.05.B

Date Issued: 3/16/98  
Date Revised: 4/19/04

Policy: This policy sets forth standards in order to comply with the Fair Labor Standards Act and to limit the City's liability under the Act.

It is the policy of the City of Superior that, with the exception of elected officials, department heads and division managers:

1. No employee shall engage in any work preceding or following his/her scheduled hours of work unless at the express direction of the employee's supervisor.
2. No employee shall have access to the work site outside of their work schedule without the expressed written approval of their department head.
3. No employee shall engage in any work at home or take any work home unless at the express direction of the employee's supervisor.
4. No employee shall engage in any work during his/her lunch period except at the express direction of the employee's supervisor, unless the employee's lunch period is expressly treated as paid time in accordance with City regulations or provisions of a working agreement between the City and a recognized employee union.
5. Employees shall document all hours worked on their time cards and shall sign the timecard or worksheet verifying the hours worked.
6. Supervisors shall review employees' time cards and shall sign the timecard to verify the accuracy. If the supervisor makes a change to the timecard, the supervisor will make a copy of the changed time card and give it to the employee within three working days of making the change.
7. Each manager and supervisor must endeavor to ensure and is responsible for ensuring that this policy is enforced.
8. Violations of the provisions of this policy will result in disciplinary action, up to and including dismissal. See Disciplinary Actions policy 16.01.
9. A copy of this policy shall be provided to each current employee and each new employee of the City.

Recommended by CityWide Labor-Management Committee 2/10/98  
Approved by Human Resources Committee 3/16/98; 4/19/04  
Approved by City Council 04/08/98; 5/4/04