

CITY OF SUPERIOR

and the

LAW ENFORCEMENT EMPLOYEE RELATIONS DIVISION  
of the

WPPA - SUPERIOR LOCAL #27

1/1/2021 – 12/31/2023

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**AGREEMENT**

*by and between*

**CITY OF SUPERIOR**

*and*

**WISCONSIN PROFESSIONAL POLICE ASSOCIATION**

**SUPERIOR LOCAL NO. 27**

**Article 1- RECOGNITION**

- A) The City hereby recognizes the LAW ENFORCEMENT EMPLOYEE RELATIONS DIVISION of the WISCONSIN PROFESSIONAL POLICE ASSOCIATION, SUPERIOR LOCAL NO. 27, as the exclusive bargaining agent for all regular full-time sworn police officers of the City of Superior's Police Department. Expressly excluded from the bargaining unit are the Chief of Police and all other excluded personnel as defined by State Statute 111.70.

Any Union Local #27 employees promoted to or accepting the non-union Police Sergeant positions will be allowed, within 12 months of appointment to the non-union position, to return to Union Local #27 without loss of seniority at whatever rank or position they held previous to promoting to the Police Sergeant position. They may also return to Union Local #27 after serving in the non-union position for more than 12 months to whatever rank their years of service with the Superior Police Department will allow them to hold, however they would lose Union seniority for all time served in the non-union position.

- B) The City shall post a seniority roster on January 1st and July 1st of each year listing the members of Local No. 27 and designating thereon: 1) the seniority number; 2) name of the employee; 3) rank and title of position; and 4) date of entry into service. Two (2) copies of such seniority roster shall be furnished to the President of the Association.

**Article 2 - AGREEMENT**

This Agreement is hereby made and entered into by and between the CITY OF SUPERIOR, hereinafter called the "City" and the bargaining unit of the SUPERIOR POLICE DEPARTMENT, hereinafter called the "Association".

### Article 3 - PURPOSE OF AGREEMENT

It is the intent and purpose of the parties hereto that this Agreement shall define the working conditions between the City and the Association and to set forth herein the rates of pay and other terms and conditions to be observed by both parties thereto.

### Article 4 - DURATION AND CHANGES

This Agreement shall be in effect on the 1st day of January, 2021, and shall remain in full force and effect to and including the 31st day of December, 2023, and shall automatically be renewed from year to year unless the party desiring to open negotiations submits in writing its proposals not later than the first day of July during the term of this Agreement. The initial meeting of the parties shall be held within thirty (30) days of the date of the filing of the request but no later than the 1st day of August.

### Article 5 - PAY PERIOD

All personnel shall be paid biweekly. The pay period shall begin on a Sunday at 07:00 AM and continue for 14 days ending on a Sunday at 06:59 AM.

### Article 6 - SALARIES

- A) Police Officer/Master Police Officer: Whenever a person enters the service, he/she shall be paid at Step A from date of hire to completion of one (1) full year's service. After completion of one (1) full year's service to completion of two (2) full years' service said person shall be paid at Step B. From completion of two (2) full years' service to completion of three (3) full years' service said person shall be paid at Step C. After three (3) full years' service said person shall be paid at Step D. After 5.5 years' service said person shall be paid at Step E of the Police Officer salary range. After fifteen (15) full years' service said person shall receive the Master Police Officer rate of pay. Rates of pay for Police Officer and Master Police Officer are shown in Appendix "A" of this working agreement.
- a. Detective: Upon appointment to detective, the employee will receive the rate of pay established for that position as shown in Appendix "A" of this agreement.
  - b. Vice/Narcotics, LSD&VC Task Force Investigator & LSFT/ICAC Investigator: Upon appointment to vice/narcotics, LSD&VC task force investigator or LSFT/ICAC investigator position, the employee will receive the rate of pay established for that position as shown in Appendix "A" of this agreement.
- B) Whenever any person is assigned by the Police Chief or his/her designee to work in a grade higher than his/her regular position, he/she shall be compensated, therefore, at the rate established for the higher grade. This provision shall not apply to police officers working at higher paying police officer positions, or police officers working as master police officers.

- C) When computing an hourly rate, such rates shall be computed based upon eight hour days for a total of 2,080 hours scheduled in a year to be equivalent to a full-time position within the Police Department.
- D) The salaries of the officers of the Police Department, according to their respective positions thereon, are hereby established as shown in Appendix "A" of this agreement.
- E) Field training officers and certified instructors provide training to other officers within the Police Department. Field training officers and certified instructors, while actively serving as field training officers or certified instructors, shall receive an additional hourly rate added to their base pay as shown in Appendix "A" of this agreement. Also see Page 36 Side Letter Agreement for flex time option for Field Training Officers.
- F) Recruit School: A new officer attending recruit school will be paid on a 40-hour week salary, with no overtime to be earned for the period of the school.

**Article 7 - HOLIDAYS**

- A) Included in the base salary schedule as shown as Appendix "A" of this agreement, is holiday pay for nine (9) holidays.

In addition to the pay for (9) holidays included in the base pay, each member of the Police Department shall receive three (3) floating holidays. For officers in the Patrol Division on 10-hour shifts, and officers with a flex schedule to work a 10-hour schedule through the calendar year, the three floating holidays will be calculated as 10-hour days. All bargaining unit employees will also receive one additional personal day, in either an 8 or 10 hour block according to the employee's assignment. Personal day hours must be taken in the current calendar year at a time when there is no requirement for replacement through overtime. Such floating holidays may be taken at a time mutually agreeable between the officer and the Chief of Police or his/her designee in accordance with the accrued time off request policy in Article 12 (C) of this working agreement. Personal day and floating holiday hours will be pro-rated for officers who are assigned to a 10-hour day in the Patrol Division for less than the full calendar year.

- B) Holiday Overtime Pay

- 1) Each officer who works on the below named holiday shall receive time and one-half (1.5) for ten (10) City-observed holidays as outlined below:

New Year's Day - January 1 <sup>st</sup>	Veteran's Day - November 11 <sup>th</sup>
Friday prior to Easter	Thanksgiving Day
Memorial Day	December 24 <sup>th</sup>
Independence Day - July 4 <sup>th</sup>	Christmas - December 25 <sup>th</sup>
Labor Day	New Year's Eve – December 31 <sup>st</sup>

- 2) Officers working on a holiday who work beyond their regular work shift or who were not regularly scheduled to work on the holiday, shall receive double (2) time for the hours worked.
- 3) In order to qualify for the above holidays the employee must be in paid service on both his/her working day before and after the holiday except where authorized leave is granted.
- 4) Effective upon ratification of the 1998 Working Agreement, officers in a probationary status shall be allowed to utilize floating holidays on a pro-rata calendar year basis. If a probationary officer is unable to utilize the floating holiday hours in the current calendar year, those hours will carry forward and must be used in the subsequent calendar year or will be lost.

C) Non-Essential Police Staff Holidays

In addition to the pay for nine holidays included in the base pay, non-essential police union staff shall have the following holidays off with pay at their regular base rate when the holiday falls on their regularly scheduled work day (unless directed otherwise by the Chief or his/her designee):

New Year's Day – January 1st  
Independence Day – July 4<sup>th</sup>  
Labor Day  
Thanksgiving Day  
Christmas Eve – December 24th  
Christmas Day – December 25th

Non-Essential police union staff include the following positions: Detective, Master Detective, Vice/Narcotics Investigator, Liaison Officer, Housing Authority Officer, Community Policing Officer, LSFT/ICAC Investigator, LSD&VC Task Force Investigator.

In order to be eligible for pay for these holidays, the employee must be in paid status the work day before and after the holiday. In paid status shall mean and include employees on any type of paid leave; and employees drawing Worker's Compensation pay.

Should any non-essential police union employee be required to work on any of the above named holidays, he/she shall be compensated in addition to that pay for the holiday at the rate of time and one-half. All hours worked on a holiday in excess of eight (8) hours shall be compensated at double time (2x).

A non-essential police union employee, who has the holiday off paid and works a paid relief during their regularly scheduled hours, will receive a maximum of double time (2x) during their regularly scheduled hours.

## Article 8 - HOURS

- A) For an employee regularly scheduled for 8 hour work days, a normal work week shall consist of 40 hours. For an employee regularly scheduled for 10 hour work days, the weekly scheduling pattern will be 5 work/4 off; 5 work/4 off; 6 work/4 off, with a normal work week consisting of 30 or 60 hours depending on the rotation. Shift hours are defined as follows:

	<u>8 hour shifts</u>	<u>10 hour shifts</u>
Day	7:00 a.m. - 3:00 p.m.	7:00 a.m. - 5:00 p.m.
Afternoon	3:00 p.m. - 11:00 p.m.	2:00 p.m. - 10:00 p.m.
Power	7:00 p.m. - 3:00 a.m.	5:00 p.m. - 3:00 a.m.
Night	11:00 p.m. - 7:00 a.m.	10:00 p.m. - 8:00 a.m.

It is understood, however, that the above established shift hours may be changed to prevent additional cost to the City, or where in the opinion of the Chief of Police, said shift hour changes may be necessary to best meet the needs of the service. The provisions of this Article shall not apply to officers assigned to narcotics/vice assignments. Hours of work for such officers shall be assigned by the Chief of Police.

B) Daylight Savings Scheduling

It is understood that upon transition from daylight savings when the time is moved back by one hour that employees scheduled to work will receive one hour of overtime for the 11:00 p.m. - 7:00 a.m., 7:00 p.m. - 3:00 a.m., 5:00 p.m. - 3:00 a.m. and 10:00 p.m. - 8:00 a.m. shifts. When the time is moved ahead by one hour, the employees scheduled for these shifts, will be scheduled for one additional hour for that day only so they receive pay for 8 or 10 hours.

C) Trading Upon Notification

Department members may exchange work days between themselves with eight (8) hours advance notification to a Supervisor and if the following conditions are met:

- a. Department members within rank shall notify their immediate supervisor (police officers, and master police officers shall be considered within rank for purposes of exchanging work days upon notification). The classifications of detective, vice/narcotics investigator, LSD&VC Task Force Investigator and LSFT/ICAC Investigator are each separate rank for purposes of trading. No trades shall be allowed with respect to the school liaison or housing authority officer classification without the consent of the Chief of Police or his/her designee.
- b. Department members out of rank shall receive approval from their immediate supervisor to exchange working days.
- c. Department members on probationary status shall receive approval from their immediate supervisor to exchange working days.



- d. No Department member shall work more than two (2) consecutive sixteen (16) hour days or more than forty (40) hours in any seventy-two (72) hour period.
- 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.
- C) Officers shall select their work schedule on a seniority basis with seniority in rank prevailing.
- D) An officer having made his/her work schedule selection shall be allowed to remain in that work schedule for the duration of the work schedule period.
- E) The provisions of paragraphs A, B, C, and D shall not prevent the Chief from making temporary assignments to meet the needs of the service or in emergency situations, except that temporary assignments shall not be made to exceed ninety (90) calendar days unless mutually agreed upon by the City and Association.

Special assignments, such as Vice/Narcotics, LSFT/ICAC, LSD&VC Task Force, School Liaison, Detective (LT) and Housing Authority Officer are made by the Chief of Police, and if not stipulated the assignments are open ended and at the discretion of the Chief of Police.

- F) The City and the Association agree to the City of Superior Police Department Return to Work Policy as shown in Appendix B of this working agreement. The City agrees to allow officers injured in non-job related accidents to participate under the Return to Work Policy provided there is available work. The participation of officer injured in non-job related accidents shall not extend beyond a period of ninety (90) consecutive calendar days commencing with the date of the first work assignment under the program.

### Article 12 - VACATIONS

- A) On January 1 of the year following commencement of employment, new employees not yet having completed their probationary period will be credited with the following vacation benefits which may be taken after successful completion of the probationary period:

New employees working zero (0) to three (3) months before January 1--two and one-half (2.5) days (20 hours).

New employees working three (3) to six (6) months before January 1--five (5) days (40 hours).

New employees working six (6) to nine (9) months before January 1--seven and one-half (7.5) days (60 hours).

New employees working nine (9) months to one (1) year before January 1--ten (10) days (80 hours).

Prorated vacation days shall be allowed during such year following successful completion of the probationary period.

- B)** On each January 1 following the completion of the probationary period, employees will be credited with two weeks of vacation (80 hours).

After seven (7) full years of service employees will be entitled to one (1) additional week of vacation (three (3) weeks (120 hours) of vacation in the aggregate).

After twelve (12) full years of service employees will be entitled to one (1) additional week of vacation (four (4) weeks (160 hours) of vacation in the aggregate).

After seventeen (17) full years of service employees will be entitled to one (1) additional week of vacation (five (5) weeks (200 hours) of vacation in the aggregate).

After twenty-four (24) full years of service employees will be entitled to two (2) additional days of vacation (five (5) weeks plus two (2) days (216 hours) of vacation in the aggregate).

After twenty-five (25) full years of service and each year thereafter employees will be entitled to an additional eight (8) hours of vacation each year until a maximum of six (6) weeks (240 hours) of vacation is reached.

In the event an employees' employment is terminated prior to completing their probationary period, unearned vacation for which they have been credited shall be deducted from final wage and vacation settlement.

**C)** Scheduling Use of Accrued Time

The following scheduling procedures will apply for floating holidays, compensatory time off and vacation. A full day off will be charged as 10 hours for officers working a 10-hour shift schedule.

Time off will be scheduled on a first come, first served basis. Time off requests shall be subject to approval by the supervisor within the on-line scheduling system using the number of officers allowed off criteria shown below. The following limitations may be exceeded with the approval of the Chief of Police or his/her designee.

- 1)** Patrol Division: The maximum number of police officers and master police officers which may be off on floating holidays, compensatory time or vacation on any shift shall be as follows: (see Article 8 for shift descriptions)

	<u># Allowed Off</u>
<b>a)</b> Day Shift:	three (3) officers
<b>b)</b> Afternoon Shift:	three (3) officers
<b>c)</b> Night Shift:	three (3) officers
<b>d)</b> The Power Shift shall be considered for accounting purposes to select vacation on the Afternoon shift.	

- 2) Investigations: A maximum of two (2) detectives can select time off at the same time.
- 3) Police School Liaisons (from Side Letter agreement 1/7/93):
  - a) From May to September, when school is not in session, the Chief will designate shifts/assignments which the Liaison Officers will select from based on their seniority within the bargaining unit. The Liaison Officers will not choose a shift from the posted Patrol Division worksheet for that period.
  - b) The PLSO's request for time off when school is in session shall be honored at the discretion of the Chief of Police.
  - c) The PLSO's shall use all floating holidays, vacation and compensatory time when school is not in session, unless requested prior to March 1<sup>st</sup> of the calendar year by seniority within rank by shift.
  - d) The time taken by the PLSO's shall not be a part of the time off restrictions as related to the manpower stated in Article 12, Section C (1).

Timely notice for accrued time off, when replacement is necessary shall be twenty-four (24) hours. When no replacement is necessary, minimal notice is required. In cases of emergency, notification and approval from the Chief of Police or his/her designee shall be required.

**D) Health Insurance Credit - Conversion of Accrued Vacation Pay**

At the end of the calendar year after which the probationary period is completed, an employee is eligible to convert vacation days to VantageCare. The employee must first carry over 40 hours of vacation to use in the following calendar year and the next 48 hours, which would otherwise be lost, must be converted to VantageCare. The value deposited into VantageCare is determined by multiplying the number of hours of vacation by the base hourly rate of pay (excluding longevity) at the time of conversion. Any vacation hours in the employee's balance above the carryover and banking hours combined (88 hours), will be lost.

Bargaining unit members will, upon retirement in the Wisconsin Retirement System, forced retirement due to disability or death of an employee, convert any additional unused accrued vacation hours, at their base rate excluding longevity, into VantageCare.

- E)** Employees who are WRF eligible and agree to retire during the following calendar year can elect to carry over all vacation earned and not used during the year preceding their retirement for conversion upon retirement as described in Article 12.D above. Such vacation shall be valued at the employee's base hourly rate of pay (excluding longevity) at the time of retirement. Any employee who does not retire at the time agreed upon shall forfeit and lose excess vacation carried over for retirement.

### Article 13 - BEREAVEMENT LEAVE

- A) All employees who have completed their probationary period shall be allowed up to three (3) days' leave with pay in case of death or serious illness as approved under the Family and Medical Leave Act in the immediate family (spouse, children, mother, father, sister, brother, grandparents, grandchildren, aunt, uncle, step-children, step-mother, step-father, step-sister, step-brother or step-grandparents of the employee or spouse). Each "day" will be equivalent to the employee's regular work shift day.
- B) In extreme cases, two (2) extra shift days off may be taken with the permission of the Chief of Police. Such extra days off shall be charged against the employee's accumulated vacation.
- C) The Chief of Police may authorize a member of the Police Department, when acting as a pallbearer during his or her scheduled working hours, time off with pay, but not to exceed half (50%) of their regularly scheduled working day.

### Article 14 - MILITARY LEAVE

For Police Department employees ordered to serve periods of duty with the National Guard or any military reserve unit, the City will pay the difference between the wages received for duty and the wages the employee would have received from the City for that period of time not to exceed 80 hours during any calendar year. The employee will be required to submit their military pay stub to Human Resources and will be paid the difference on the next available payroll. In no case shall the employee receive more than their normal City gross pay for the period of absence, except that if the employee earns more money from the military he/she can take no pay from the City for the military leave time. Up to 80 hours of unpaid military leave time will be counted as time worked for purposes of vacation, sick leave and floating holiday hour leave accruals.

If the employee takes vacation or trades shifts during this period rather than accept military leave pay from the City or for time beyond the two week military leave period, he/she need not report the military pay to the City.

### Article 15 - LONGEVITY

In addition to the basic salary schedule, each member of the Police Department shall receive the following:

After 10 full years of service	1.5% of base wage
After 15 full years of service	2% of base wage
After 20 full years of service	2.5% of base wage
After 25 full years of service	3% of base wage

Longevity will be paid out each pay period.

## Article 16 - PENSIONS

Effective January 1, 2013, all eligible employees will be required to make employee contributions to the Wisconsin Retirement Fund Plan at an amount equal to the contribution rate required to be paid by general employees. The City of Superior agrees to contribute the balance of the employee/employer contributions to the Wisconsin Retirement Fund Plan.

## Article 17 - UNIFORM ALLOWANCE

- A) Effective January 1<sup>st</sup>, 2016, uniform allowance will be paid at .65% of the Master Officer rate (\$hourly rate x 2080 hours x .0065). Because the allowance is paid in advance, the amount is subject to taxation as required by law. The allowance shall be paid on or before February 28th, of each year. Officers will be required to re-pay a prorated amount of their annual uniform allowance upon separating employment. This repayment would not apply to officers retiring from the police department.
- B) New officers will be provided their uniform of 2 pants, 2 long sleeve shirts and 2 short sleeve shirts and will not receive a uniform allowance until the next department uniform allowance payout after they have completed their probationary period.
- C) Uniform articles suffering major damage in the line of duty shall be replaced by the City. All claims for replacement by the City shall be made on the same day on which damage occurred.

The City will replace as soon as possible prescription glasses made unusable due to damage occurring in the line of duty, providing further, that the damage is reported in the citation or incident report.

## Article 18 - INSURANCE

- A) Effective the day after City Council approval of the 2012 contract (July 2012), the City will contribute 90% for the cost of the single, employee plus 1 spouse/dependent (or) family plan for all employees.
- B) Life Insurance  
The City makes available an employee paid life insurance which is equal to the employee's Wisconsin Retirement System (WRS) earnings paid during the previous calendar year rounded to the next higher \$1,000. For new employees the amount of insurance will be based on the employee's projected annual rate of earnings.



**C) Retiree Health Insurance**

Upon retirement under the Wisconsin Retirement System, forced retirement due to disability, or death of an employee:

The City shall maintain all health insurance benefits relating to retirees, which are currently in force and effect for the duration of this contract at no cost to the City.

Effective for employees retiring after December 31, 2005: The post retirement health plan coverage option on the City's health plan will remain in effect up to age 65, at which time the retiree may opt for a medicare supplement plan. Vantagecare benefits may be used to pay for the medicare supplement plan.

For employees who retire prior to January 1, 2006, retirees may continue the City's health plan beyond age 65 or medicare eligibility and will pay the rates established for active employees. At age 65 or medicare eligible age, the retiree or spouse may discontinue coverage under the health plan and move to a medicare supplement plan offered by the City. The spouse of a retiree moving to the medicare supplement plan who has not reached the age of medicare eligibility, may stay on the City's health plan until they are medicare eligible age as long as the retiree continues the medicare supplement plan offered by the City. However, once a retiree elects to discontinue either the City's health plan or the City offered medicare supplement plan, the spouse will be given COBRA benefits of 18 to 36 months depending upon the individual's situation.

For employees who retire after December 31, 2005, retirees may continue the City's health plan to age 65 or medicare eligible age and will pay the rate established for active employees. At age 65 or medicare eligible age, the retiree or spouse coverage under the plan will end and the retiree or spouse may opt to continue coverage under a medicare supplement plan offered by the City. The spouse of a retiree moving to the medicare supplement plan who has not reached the age of medicare eligibility, may stay on the City's health plan until they are medicare eligible age as long as the retiree continues the medicare supplement plan offered by the City. However, once a retire elects to discontinue either the City's health plan or the City offered medicare supplement plan, the spouse will be given COBRA benefits of 18 to 36 months depending upon the individual's situation.

A spouse of a retiree who dies while on the City health plan or City offered medicare supplement plan, may continue City health plan or City offered medicare supplement plan coverage depending on the retiree's and spouse's eligibility as described above, through paying 100% of health plan premiums.

Retirees or spouses of retirees who have left the health plan coverage of the City may return to the City's insured medicare supplement plan of their choice at any time by filing an application with the medicare supplement plan provider, complying with the plan requirements at the time of filing and paying 100% of the premiums required.

- D)** The City agrees to make available a Section 125 or Cafeteria Plan for employee participation at 100% cost to the employee with administrative fees paid for by the City. There is no guarantee, or restriction as to which company shall administer this plan.

Effective upon City Council approval of the 2004 Contract, the City will offer the ICMA VantageCare plan as a benefit option, with participation at 100% employee contribution. The plan description is defined by City policy and participation is defined in the Working Agreement.

### **Article 19 - WORKER'S COMPENSATION**

In the event any officer becomes entitled to and received Workers' Compensation under Chapter 102, Wisconsin Statutes, his/her Worker's Compensation payments for his/her period of compensable temporary total disability will be supplemented so that he/she will receive his/her full salary, not to exceed the total time of his/her accumulated sick leave.

### **Article 20 - APPOINTMENT, PROBATIONARY PERIOD AND SPECIAL ASSIGNMENT**

- A) Whenever the City elects to fill a vacancy in a position, the job shall be posted a minimum of seven (7) days prior to the filling of said vacancy. Posting shall include prerequisites.
- B) Each qualified applicant of the Department who makes written application shall be accorded a personal interview with the Chief of Police or his/her designee.
- C) A police officer who failed to qualify for promotion shall be informed in writing by the Chief of Police the reason he/she was not selected.
- D) In the case of equal qualifications, the most senior officer shall be selected for the position.
- E) The above notwithstanding, the detective positions to be filled will be filled as follows:
  - 1) Application. Procedure A) shall be followed.
  - 2) Past Experience. Officers applying for the position of detective shall have a minimum of forty-two (42) months of service as an Officer with the Superior Police Department.

For purpose of qualifications, any month or portions thereof worked shall be deemed a complete month. If an employee becomes qualified during the posting period, such employee shall be deemed qualified under this subsection for purposes of applying. The "posting period" shall be the period commencing upon the date which the posting is made and expiring at midnight upon the first day of the month following the final date of posting.

- 3) Selection. All qualified applicants shall take a written test. As an exception, current sitting Detectives can opt to re-use their written test and interview scores from the previous testing process, or last process for which they participated. All written

tests will be furnished by the International Association of Police Chiefs, the State of Wisconsin Testing Service or other mutually agreed source.

- a)** The written test will be worth a maximum of forty (40) points per applicant. Each applicant shall receive a number of points equal to his/her test score percentage multiplied by forty (40). Applicants must attain a written test score of seventy (70) in order to qualify to proceed in the selection process.
- b)** Applicants shall be awarded seniority points on a pro rata basis with the most senior applicant receiving twenty-five (25) points and all other applicants receiving a number of points determined by multiplying twenty-five (25) by a fraction, the numerator of which is the applicant's months of seniority and the denominator of which is the months of seniority of the most senior qualified applicant.
- c)** The twenty-four (24) qualified applicants having the combined highest points allocated for the written test, and points credited for seniority, shall proceed to the interview stage of the selection process. The interview shall be conducted by an interview board consisting of two (2) law enforcement supervisors and one (1) law enforcement Association member, all of whom shall be from law enforcement agencies outside Douglas County. The law enforcement supervisors shall be designated by the City, and the Association member shall be designated by the Association. The Association and the City shall provide each other with names of representatives to this panel seven (7) days prior to the scheduled interview date. The City shall pay travel expenses in accordance with City policy. Members of the interview panel shall be supervisors or be of a rank equal to or higher than the position to be filled. The interview panel shall be worth a maximum of thirty-five (35) points to each applicant. The Association and the City shall provide each other with the names of representatives to this panel seven (7) days prior to the scheduled interview date.

The interview board shall compile the results of the interview and submit the compilation to the City and the Association, provided the Association's compilation of results shall identify the employee interviewed only by assigned number.

- d)** For the term of this working agreement, upon a vacancy, considering the final score, the top three candidates will be referred to the Chief of Police for selection. In the event of a tie score at the third candidate, the most senior tie score candidate is referred. After a candidate is passed over for a third time the Chief will put the reason for non-selection into writing to the candidate within five days. The candidate may then request a meeting with the Chief. The candidate will remain on the list for future consideration.

- e) **Eligible List:** The listing of officers based on scoring shall be known as the eligible list and it shall be in effect for a period of eighteen (18) months or longer by mutual agreement. When a person on an eligible list passes up a promotion opportunity, they will not be offered the promotion opportunity again until all others on the eligible list have been offered the promotion opportunity. When a person on an eligible list passes up a promotion opportunity two times, they shall be removed from the eligible list. An officer must always apply for a position in order to be considered.

**F) Probationary Period**

**Police Officer - Initial probationary period:** All officers must successfully complete a recruit academy if not Wisconsin certified, in addition to passing a probationary period. The probationary period will begin with 1<sup>st</sup> day after completion of school, or 1<sup>st</sup> day of employment if already Wisconsin certified and not attending school, and continue for a twelve (12) month period. Failure to successfully complete the recruit school shall be grounds for termination. During recruit school and the probationary period, an officer will not be allowed to use sick leave or vacation. A probationary officer may use accrued compensatory time, floating holiday hours (as described in Article 7(B)(4)) or authorized trades for time off. A probationary officer will be allowed time off work as required under FMLA. Upon satisfactory conclusion of the probationary period, an officer will accrue sick leave and vacation computed from their first day of employment. Probationary employees will be allowed to enroll in the health insurance program subject, however, to waiting periods, eligibility periods and other terms of the health insurance program. During the probationary period, an officer may be terminated without cause and without recourse.

**Promotional probationary period:** Officers selected for the position of detective shall serve a probationary period of one hundred eighty (180) days duration on the new job. Employees serving a consecutive four-year term as a detective will not have to reserve the probationary period. Performance reviews shall be conducted every ninety (90) days for purposes of evaluating the officer's progress, and officers shall receive a written copy of each such evaluation. Evaluation shall be made within thirty (30) days of the scheduled evaluation date. At the end of the probationary period, the Chief of Police shall inform the officer in writing whether the promoted officer passed the period of probation and whether the promotion is final. During the probationary period or if the promotion is denied at the end of the probationary period, the promoted employee may return to his/her former classification without loss of seniority in such classification.

**G) Special Assignment**

- 1) **Detective:** Detectives selected shall perform detective duty for a four (4) year period. Detectives may reapply for the position of detective.

Officers who have previously served as detectives for a full term of four (4) years, may be appointed by the Chief of Police as a detective for a ninety (90) day special assignment without retesting or interviewing again.

- 2) Other Special Assignments:  
Special services officers, detective (LT), vice/narcotics investigators, LSFT/ICAC Investigator, LSD&VC Task Force Investigator, school liaison officers and housing authority officer shall serve in these assignments for such time as the Chief of Police determines is in the best interests of the Department.
- 3) Seniority need not be followed with respect to any such special assignment appointment, however, each Special Assignment classification is a separate classification for selection of vacation, days off, shift selection and patrol selection if applicable.

### Article 21 - SICK LEAVE

- A) The members of the Police Department shall be allowed to accumulate one (1) day (8 hours) of sick leave per month to a total of one-hundred-forty (140) days (1,120 hours). A full day off on sick leave will be charged as 10 hours for officers working a 10-hour shift schedule. Employees who have reached the 140 day sick leave cap shall have deposited on their behalf in the ICMA VantageCare plan, any additional earned sick leave hours at their current base rate, excluding longevity.
- B) Sick leave may be used by the employee for the following reasons:
  - 1) The employee's illness or injury including time-off approved under the Family Medical Leave Act; or
  - 2) The employee's dental or medical provider appointment for service or consultation; or
  - 3) The employee's dependent's illness or injury including time-off approved under the Family Medical Leave Act; or
  - 4) The employee's dependent's dental or medical provider appointment for service or consultation.
- C) Conversion of Unused Sick Leave Upon Retirement  
Effective upon retirement in the Wisconsin Retirement System, forced retirement due to disability or death of an employee, the employee or his estate shall have deposited on their behalf in the ICMA VantageCare plan, the value of the employee's unused sick leave. The value is determined by multiplying the amount of unused accumulated sick leave as of the date of retirement, disability, or death by the base rate of pay of the retiree or deceased employee. The ICMA VantageCare Plan is available for post-retirement medical expenses including health insurance premium payments, either with the City's Group Health Insurance or another health insurance plan.

The term "group health insurance" shall mean the health coverage which the City maintains for the bargaining unit at the time the coverage is used as opposed to coverage existing on the date the sick leave balance was deposited into the ICMA VantageCare plan. The premium for such insurance shall be the premium then in effect for the bargaining unit as opposed to the premium for such coverage as of the date the sick leave balance was deposited into the ICMA VantageCare plan.

There shall be no cash payment with respect to accrued and unused sick leave.

- D)** All accrued sick leave hours will be lost upon separation of employment from City that is not a regular or disability retirement in the Wisconsin Retirement System.

### Article 22 - DUES DEDUCTIONS

The Employer agrees to deduct monthly dues in the amount certified by the WPPA/LEER from the pay of employees who individually sign a dues deduction authorization form supplied by the WPPA/LEER affirmatively consenting to the deduction of dues from the employee's paycheck, including any Local Association dues which the employee has authorized to be deducted in conjunction with the WPPA/LEER dues.

It shall be WPPA/LEER's responsibility to obtain dues authorization forms from new employees and provide them to employer no less than 30 days prior to the date in which dues deductions are to commence.

The employer shall notify the WPPA of all new hires of the bargaining unit within 30 days of their start date.

The Employer shall deduct the combined dues amount each month for each employee requesting such deduction, upon receipt of such form and shall remit the total of such deductions, with a list of employees from whom such sums have been deducted, to the WPPA/LEER or Local Association if applicable, in one lump sum not later than the 15th of each month.

Authorization of dues deduction by a voluntary member may be revoked upon notice in writing to the Employer, WPPA or to the Local Association.

No employee shall be required to join the Association, but membership in the Association shall be made available to all employees in the bargaining unit who apply consistently with the either the WPPA or local Association Constitution and By-Laws. No employee shall be denied membership because of race, creed, color, sex or other legally protected class status.

It is expressly understood and agreed that WPPA/LEER will refund to the employer or the employee involved any dues erroneously deducted by the employer and paid to WPPA/LEER and/or the Local Association. WPPA/LEER shall indemnify and hold the employer harmless against any and all claims, demands, suits, order, judgments or any other forms of liability against Employer which may arise out of employer's compliance with this Article.

### Article 23 - SAVINGS CLAUSE

If any Article or portion of this Agreement or Addenda thereto should be held invalid by law, the remainder of this Agreement and Addenda shall not be affected hereby.

### Article 24 - GRIEVANCE PROCEDURE

Definition: A grievance shall be defined as the misinterpretation or misapplication of the terms of this agreement.

- A) Both the Association Local and the City of Superior recognize that grievances and complaints should be settled promptly and at the earliest possible stage and that the grievance process must be initiated within five (5) days of the incident.
- B) It is expected and understood that bargaining unit members' grievances and complaints shall be resolved by oral discussion between the parties involved, to extent that such grievances or complaints are required to be reported to the Chief of Police, the matter will be resolved as hereinafter set forth.
- C) A grievance will be defined as a "misinterpretation or misapplication of the terms of this Agreement".
- D) **Step 1.** The aggrieved employee shall present the grievance in writing to his/her Chief of Police. The Chief of Police shall discuss the grievance with the employee and the Union Representative and will give his answer in writing within three (3) days to both the aggrieved employee and the Association.  
**Step2.** If the grievance is not satisfactorily resolved, it shall be submitted in writing to the Human Resources Committee and the Human Resources Director within five (5) working days after receipt of the answer in the first step. The Committee will hear the grievance at their next regularly scheduled meeting. The Committee shall respond to the grievance in writing within ten (10) days of their meeting date.  
**Step 3.** If the grievance is not settled in the second step, arbitration is the next and final step, but must be requested in writing within five (5) days of the receipt of the Human Resources Committee's decision as in Step 2. The decision of the arbitrator is to be final and binding upon both parties as to the grievance.
- E) The term "arbitrator" as used herein shall refer to a single arbitrator.

- F) Final binding arbitration may be initiated by the aggrieved party making a written request to the Wisconsin Employment Relations Commission to submit a panel of up to five (5) qualified arbitrators, including members of the WERC staff to be determined by mutual agreement on a calendar year basis. A copy of this request shall be sent to the other party.

Upon receipt of such list of independent arbitrators, the parties shall each alternatively strike names from the list. The last remaining name on the list shall be the arbitrator. The party requesting the arbitrator shall strike first.

- G) All expenses which may be involved in the arbitration proceedings relating to the calling of witnesses or the obtaining of depositions or any other similar expenses associated with such proceeding shall be borne by the party at whose request such witnesses or depositions are required.
- H) The arbitrator so selected shall hold a hearing at a time and place convenient to the parties. Statements of position may be made by the parties, and witnesses may be called. The Arbitrator shall have initial authority to determine whether or not the dispute is arbitrable under express terms of the Agreement. Once it is determined that the dispute is arbitrable, the Arbitrator shall proceed in accordance with provisions of this Article to determine the merits of the dispute submitted to arbitration. The Arbitrator shall not delete, alter, modify and amend the terms of this Agreement.
- I) All records pertinent to the grievance of the aggrieved employee covered by this Agreement shall be made available to the Union upon request for the purpose of handling grievances.
- J) Any period of time specified in this Article for the giving of notice or taking any action shall be interpreted to exclude Saturdays, Sundays and holidays and may be extended by mutual agreement.
- K) In the event that the grievance arises out of the direct act of the Chief of Police, the first step of the grievance procedure is automatically waived. The Employer agrees that the Department rules and regulations of Superior Police Department which affect the employee or working conditions of the employee will be subject to grievance procedure.
- L) The Union may and will appoint Representatives and shall inform the City of the names of the individuals so appointed and any change thereafter made in such appointments. The City shall allow the Representatives the necessary time to process grievances during the course of the duty day.

#### **Article 25 - MANAGEMENT'S RIGHTS AND DISCIPLINE FOR JUST CAUSE**

The City possesses the sole right to operate the City Government and all management rights reside in it, subject only to the provisions of this Contract and applicable law. These rights include:

- A) To direct all operations of the City.



- B)** To establish work rules and schedules of work.
- C)** To hire, promote, transfer, schedule and assign employees to positions with the City.
- D)** To suspend, demote, discharge and take other disciplinary action against employees.
- E)** To relieve employees from their duties because of lack of work or any other legitimate reasons, and determine the order of layoff pursuant to Wisconsin Statutes 62.13 (1979).
- F)** To maintain efficiency of City Government operations.
- G)** To take whatever action is necessary to comply with State or Federal law.
- H)** To introduce new or improved methods of facilities.
- I)** To determine the methods, means and personnel by which the City operations are to be conducted.
- J)** To take whatever action is necessary to carry out the functions of the City in situations of emergency.

#### **Article 26 - RESIDENCY**

All association members shall be allowed to reside anywhere within a forty-five (45) minute response time to the corporate limits of the City of Superior.

#### **Article 27 - UNION MEETINGS**

- A)** Fifty percent (50%) of the working crew shall be authorized to attend the monthly Union meeting and any special meetings. The Association agrees that calls which are urgent and of priority nature will be handled from the station by those officers attending any meeting while on duty. Monthly meetings shall alternate between the day shift and the afternoon shift.
- B)** The City of Superior shall allow Association delegates to the Wisconsin Professional Police Association annual convention up to three (3) working days to attend said convention. It is understood by the Association that delegates who attend the convention and attend during their regular days off no compensatory time will be allowed by the City of Superior. On an annual basis when the delegates are selected by the Union, those delegates' names will be provided to the Chief of Police at least 30 days prior to the convention. It is further agreed by the City of Superior as long as the Association has a director on the Wisconsin Professional Police Association Board of Directors that the City of Superior will allow up to two (2) working days for the local association director to attend three (3) quarterly meetings in addition to the convention. It is understood by the

Association that delegates to the Wisconsin Professional Police quarterly meetings on regular authorized leave vacation or days off will receive no compensatory time from the City of Superior.

### **Article 28 - RANDOM DRUG TESTING**

Random drug testing will be conducted for all WPPA union #27 employees.

In each calendar year, the City will randomly test for illegal drugs at a number equal to or greater than 50% of employees subject to testing.

Random drug testing lists will be provided to the City by an outside contracted vendor.

**Article 29 - ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement between the parties, and no verbal statements shall supersede any of its provisions. Any amendment supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto. For the life of this Agreement the parties signatory hereto waive the rights and each agree that the other shall not be obligated to bargain collectively except upon mutual agreement or as required by this Agreement.

Ratified by WPPA Union Local #27: 11/02/2020  
Recommended by Human Resources Committee: 10/19/2020  
Approved by City Council: 11/04/2020

**APPROVED BY THE CITY:**

\_\_\_\_\_  
Jim Paine, Mayor

\_\_\_\_\_  
Ruth Ludwig, City Council President

\_\_\_\_\_  
Nicholas Alexander, Chief of Police

\_\_\_\_\_  
Cammi Koneczny, Human Resources Director

\_\_\_\_\_  
Frog Prell, City Attorney

\_\_\_\_\_  
Ashley Puetz, Finance Director

\_\_\_\_\_  
Terri Kalan, City Clerk

**APPROVED BY LAW ENFORCEMENT  
EMPLOYEE RELATIONS DIVISION  
of the W.P.P.A. SUPERIOR  
LOCAL NO. 27:**

\_\_\_\_\_  
Russ Milroy, President

\_\_\_\_\_  
Jeffrey Darst, Vice President/Treasurer

\_\_\_\_\_  
Bradley Jago, Secretary

\_\_\_\_\_  
Rich Burghaus, Agent WPPA/LEER

**APPENDIX "A" - Wages**

In accordance with Article 6(A), 6(D) and 6(E), the salaries and wages for the following positions are hereby established for the following period: 1/1/2021 – +\$.50/hr for Detectives & Investigators + 2% to top step for all prior to step calculations  
 1/1/2022 – +\$.50/hr for Detectives & Investigators + 2% to top step for all prior to step calculations  
 1/1/2023 – +\$.50/hr for Detectives & Investigators + wage reopener for all

Hourly Base Rate Includes 9 Holidays

<b><u>POSITION</u></b>	<b><u>STEP A</u></b> ~6%~	<b><u>STEP B</u></b> ~6%~	<b><u>STEP C</u></b> ~5%~	<b><u>STEP D</u></b> ~4%~	<b><u>STEP E</u></b>
<i>Time Served at Step</i>	<i>12 months</i>	<i>12 months</i>	<i>12 months</i>	<i>2.5 years</i>	<i>9.5 years</i>
<b>Police Officer</b>					
1/1/2021	\$ 25.80	\$ 27.44	\$ 29.19	\$ 30.73	\$ 32.01
1/1/2022	\$ 26.31	\$ 27.99	\$ 29.78	\$ 31.34	\$ 32.65
1/1/2023					
<b>Master Police Officer</b>	≥15yrs of service (PO Step E + 4%)				
1/1/2021	\$ 33.29				
1/1/2022	\$ 33.96				
1/1/2023					
<b>Detective</b>	≥42mo of service		Detective ≥15yrs of service		
1/1/2021	\$ 33.80		\$ 34.63		
1/1/2022	\$ 34.99		\$ 35.83		
1/1/2023					
<b>Vice/Narcotics, LSFT/ICAC Investigator &amp; LSD&amp;VC Task Force Investigator</b>			Vice/Narcotics, LSFT/ICAC Investigator & LSD&VC TF Investigator ≥15yrs of service		
1/1/2021	\$ 33.80		\$ 34.63		
1/1/2022	\$ 34.99		\$ 35.83		
1/1/2023					

Employees would move up to the next available step on their anniversary date each year, after the specified time has been served at each step.

From settlement of 2001-2003 contract: In the event a new officer is hired between January 1, 2001 and August 20, 2001, that employee would be paid at Step A of the salary schedule until August 20, 2002, at which time they would proceed through the salary schedule with a step advancement date of August 20<sup>th</sup>.

Longevity: (Article 15)    After 10 full years of service    1.5% of base wage  
    After 15 full years of service    2% of base wage  
    After 20 full years of service    2.5% of base wage  
    After 25 full years of service    3% of base wage

Longevity will be paid out each pay period.

Special Assignment:

Field training officers **	1/1/2017: \$2.00/hr while actively training
Certified Instructor **	1/1/2017: \$2.00/hr while actively training

Vice/Narcotics Investigator, LSFT/ICAC Investigator, LSD&VC Task Force Investigator, School Liaison Officer, Housing Authority Officer \*\*\*

\*\*Field training officers and certified instructors, while actively serving as field training officers, shall receive an additional dollar amount per hour (as shown above) above their base salary. Also see Page 34 Side Letter Agreement for flex time option for Field Training Officers.

\*\*\*Vice/Narcotics Investigator LSFT/ICAC Investigator, LSD&VC Task Force Investigator, School Liaison Officer and Housing Authority Officer shall maintain seniority in the classification from which they came. School Liaison Officers and Housing Authority Officer shall receive the applicable pay of such classification.

## APPENDIX "B" – Return to Work Policy-Light Duty

### **CITY OF SUPERIOR POLICE DEPARTMENT - RETURN TO WORK POLICY DATED AS OF MAY 1, 1991**

**I. PURPOSE:** To provide the means and procedures by which an injured employee of the City of Superior Police Department can return to temporary duties while medically restricted from performing the duties of the job normally assigned. Also, the returning injured employee will help maintain an experienced work force, reduce insurance costs, promote employee security, and accelerate the injured worker's recovery.

**II. POLICY:** It is the policy of the City of Superior to return the employee to work following a work related accident, injury or illness as soon as possible; provided the availability of light or modified work and the decision to utilize an injured officer of the Police Department shall at all times be in the discretion of the Chief of Police or his/her designee.

### **III. RETURN TO LIGHT OR MODIFIED WORK:**

A. Medical Release:

Obtain a release for work. The original release from full duty may indicate the possibility of light duty work. If that is the case, the employee will be assigned to light duty work if available. Included in the release will be a list of restrictions and capabilities. (Form HRD 21.05(b)).

B. Assessment:

The City will cause an assessment to be performed in order to evaluate the employee's capabilities and capacity to return to work in either the employee's current position or other suitable duties on a temporary basis in accordance with the doctor's release. During this assessment, the Police Chief or his/her designee, will meet with the employee and his/her doctor (if possible). The following information must be reviewed during that meeting:

1. What physical limitations does the employee have? This will enable us to determine whether the employee could perform in a current job or if there are other tasks suitable and available for the employee to perform. There will be no bumping into light duty tasks nor will any posting be required for the tasks. Employees will be allowed to perform only the jobs allowed by the medical release.
2. How long until the employee could perform more physical tasks on his/her regular job? This will enable us to establish a specific time frame that the employee would be allowed to work in the limited capacity. This will also provide specific time frames for evaluation of the employee's ability to return to their normal work.

3. Establish a list of tasks the employee could perform.

The following is a list of specific duties within the Police Department. This list is not conclusive. Other jobs/tasks may be performed within the department:

- a. Completing reports
- b. General house cleaning and administrative matters
- c. Community Relations Programs
- d. Filing
- e. Run errands
- f. Safety programs
- g. Typing
- h. Special projects

C. Establish Work:

After the assessment, the Human Resources Director, Police Chief and Police Department Supervisors will review the employee's capabilities, the availability of temporary duties and make a decision regarding the employees ability to be assigned tasks.

D. Return to Work: This step will:

1. Set the employee's work schedule:  
The schedule will be set at a time the employee can perform the tasks available. This may require an officer to come off the 10-hour shift schedule.
2. Specific Duties:  
The employee will not be required to perform any tasks not outlined by the medical report.
3. Rate of Pay:  
Police officers will continue to receive on hundred percent (100 %) of their full pay.
4. Doctors appointments should be scheduled on off-duty times, if possible. Employees on light duty will not be required to use sick leave for doctors appointments. They will be excused for a reasonable time to attend appointments. Any abuse of this will result in loss of sick leave or pay status.

E. End of Light Duty Status:

After the employee has completed his/her light duty cycle, the doctor will review the employee's progress and determine if this employee can return to his/her normal position. The employee may be able to perform more physical work than before, yet still not be able to return

to their normal position. Putting an employee on another light duty cycle can be done, but as seldom as possible. Each doctor's report will be reviewed carefully. The decision to send the employee to an independent medical doctor will be reviewed on a case-by-case basis. If either doctor feels the employee has reached maximum healing and will not be able to return to their regular position, the employee shall no longer be employed in the back-to-work program.

#### **IV. SUPERVISOR'S RESPONSIBILITIES:**

1. Set a positive atmosphere. Let the employee ease back into production.
2. Explain to co-workers when someone is on light duty assignment.
3. Immediate supervisor is to monitor the employee daily and let the Human Resources Director know if there are any problems.
4. The Supervisor should never ask the employee to perform more physical work or tasks than allowed by the work release.



### SIDE LETTER A

- 1) The City and the Association agree to work together through the city-wide labor management committee to establish standards for contents and maintenance of the personnel file.
- 2) The City and the Association agree to work together through the city-wide health plan cost containment committee to determine methods of reducing health care costs.
- 3) Parties agreed to strike disciplinary language from Article 25 (D) to harmonize with Wisconsin Statutes and agree, if the law changes, the City will abide by any changes in the law up to and including the right to binding arbitration for disciplinary actions.

**SIDE LETTER AGREEMENT – WERC Arbitrators**

Per Article 24 (F) of the WPPA Local #27 Working Agreement, the City of Superior and WPPA Union Local #27 agree to the following listing of four WERC arbitrators, as an option to utilizing non-WERC arbitrators, to be utilized for grievance arbitrations for the calendar years 2021-2023 unless or until a new list is agreed upon by both the City and WPPA Local #27.

James Daley  
Peter Davis  
Raleigh Jones

*Agreement updated and approved with 1/1/2021 contract settlement*

## SIDE LETTER AGREEMENT - Canine Officer Assignment

Whereas the City and the Union have joined together in support of a Canine Unit; and

Whereas, the City and the Union have met and discussed the various aspects of the Canine Unit which would impact on the employee assigned to this program;

Now therefore, the City of Superior and WPPA Union Local #27 agree to the following:

The officer assigned to the Canine Unit shall receive all the benefits of the WPPA Local #27 working bargaining in addition to the following:

1. **Duration of Assignment:** The Canine Unit position assignment serves at the pleasure of the Police Chief but the normal period of service will be for a minimum of three years which may extend to a maximum of eight (8) years or the canine's active service life, unless relieved of the assignment by the Chief of Police.
2. **Hours of Work:** The officer working the Canine positions shall be assigned to the patrol work schedule. When there is more than one Canine Officer, they will be required to sign different color shifts so there is a Canine on shift each day (see 12-hour schedule change side letter agreement for associated hours and benefits). One hour of overtime or time-and-a-half comp time (officer's choice) will be paid for each work shift to offset the time needed for the care and feeding of the canine. It will be the officer's responsibility to document that one hour on their timesheet. When manpower allows, and if mutually agreeable, an officer can choose to work 11 hours on a 12 hour shift in lieu of the one hour of overtime/comp time. Training will also be accomplished as alternate duty or flex time as approved by the supervisor.
3. The officer will be subject to call-in and would be compensated for the same under the provisions of the working agreement. A cell phone may be provided as a mutual benefit, but not mandated, providing ease of contact and assuring notification of opportunities for overtime generated by the existence of the Canine Unit. The officer may be called on Douglas County or other jurisdiction calls depending on the availability of the officer and the Douglas County officer. Upon call out on a Douglas County call, the officer will be compensated by the City according to the provisions of the working agreement. The City will be responsible for seeking any reimbursement costs to other jurisdictions as applicable by State Statutes.
4. The officer will be provided with summer, winter, and camouflage "jumpsuits" for use in training and tracking activities. This will not be a part of the uniform allowance provision for uniforms. Replacement of jumpsuits for wear or damage will be provided through the approval of the Chief of Police or his designee.
5. The canine will be kept, groomed, fed, watered, exercised and taken to the vet when required during off schedule hours by the officer. This time is accounted for through the 30-minute per day allowance. Scheduled veterinary visits may be arranged during the work shift with prior approval of the Police Chief or his designee.

6. The City will pay for the canine's food, supplies and veterinary costs.
7. The officer will be required to have a kennel at their residence. The City will purchase and pay for installation of the kennel and underlying cement. Should the officer move, the cost of relocating the kennel will be the officer's responsibility.
8. The officer shall have no claim against the City or Police Department for any wear, tear or damage done to the handler's property or other person's personal property in the officer's care while the canine is not specifically involved in law enforcement training, patrol or presentation functions.
9. At the end of service life, the officer may be provided an opportunity to assume full ownership and responsibility of that canine. The City shall retain ownership if the canine handler declines to assume ownership, resigns from the assignment, or terminates employment with the City.
10. If the officer is not available for the care of the animal, the City will pay for the boarding of the canine at an approved kennel.
11. When the officer takes time off, the officer will be required to use an equivalent amount of time from the officer's paid time off balances.
12. The canine will not be taken out of the jurisdiction when not involved in law enforcement training, patrol or presentation functions without the approval of the Chief of Police or his designee.
13. The vehicle provided for use by the Canine officer will be available to that officer on an ongoing basis, including during non-working hours. The vehicle would be available for off duty use by the Canine officer with the following provisions:  
The canine assigned to the Canine officer shall accompany the handler in the vehicle.
  - a. Personal use of the vehicle shall be within ten (10) miles of Douglas County boundaries. The officer may go outside of this area with approval of the Chief of Police or his designee.
  - b. The off-duty personal-use of the assigned vehicle shall extend only to the officer assigned to the Canine position.
  - c. Authorization for off-duty personal use of the vehicle would extend to the officer when he is fit for duty, unimpaired by fatigue, illness or other physical state and is available for call-in.
  - d. Only City employees (other than detainees) will be allowed to ride in the vehicle without approval by the Mayor.
  - e. If the officer is off duty for two or more weeks, the vehicle will be parked at City offices.

Approved by WPPA Union #27 - 6/9/03

Approved by Human Resources Committee - 5/19/03

Approved by City Council - 6/3/03

Agreement approved as part of 1/1/2006, 1/1/2009 contract settlement  
Agreement updated and approved as part of 1/1/2012 contract settlement  
Agreement approved as part of 1/1/2014 & 1/1/2016 contract settlement  
Agreement updated and approved as part of 1/1/2018 contract settlement  
*Agreement updated and approved as part of 1/1/2021 contract settlement*

## SIDE LETTER AGREEMENT – Flex Time for FTO & ET

The parties enter into this side letter agreement to document the agreed upon flex time for employees serving in the special assignments of on call Evidence Technicians and Field Training Officers.

1. While performing field training officer duties, an officer may elect to receive 2.5 hours of flex time for each 40 hours of service as a field training officer.
2. During those weeks when evidence technicians are “on call” they can elect to receive 7 hours of flex time for each complete week served in an “on call” capacity.
3. On or before December 15<sup>th</sup> of any calendar year, those officers serving in the special assignment field training officer, must notify the Chief of Police or designee what form of compensation they want to receive for the succeeding calendar year, either monetary or flex time compensation. Said compensation decision will be in effect for the entire succeeding calendar year, but may be changed on an annual basis at the sole discretion of the affected employee.
4. Utilization of flex time cannot create overtime. Flex time off for a future date is tentatively approved, but the chief or designee can revoke said approval if the level of the work force requires staffing levels that were not an issue at the time tentative approval of the flex time was conditionally granted. In those instances when flex time is rescinded due to previously unforeseen staffing shortages the requesting officer will have the option of working their scheduled shift or using vacation, time coming or floating holiday hours for the hours in question.
5. FTO or Evidence Tech flex time on the books at the conclusion of any calendar year may be carried over into the succeeding calendar year, not to exceed 40 hours of flex time. All flex time hours on the books in excess of 40 hours shall be paid in the form of monetary compensation at the officer’s current rate of pay on the last regularly scheduled pay period in the calendar year.

Agreement approved as part of 1/1/2012, 1/1/2014, 1/1/2016, 1/1/2018 contract settlement  
*Agreement amended and approved as part of the 1/1/2021 contract settlement*

**SIDE LETTER AGREEMENT – Article 11 - 12 Hour Schedule Change**

Article 11 of the Working Agreement between the City of Superior and WPPA Local #27 stipulates the work schedule and how officers bid to work shifts and days off.

This side letter stipulates that the work schedules described in Article 11 have been altered, by agreement between the City and WPPA #27, to a schedule of 12 hour work-shifts consisting of a day shift (06:00 to 18:00), an afternoon shift (12:00 to 24:00), a swing shift (15:00 to 03:00) and a night shift (18:00 to 06:00) for officers assigned to the Patrol Division. Officers will bid the sheet by seniority in a manner consistent with Article 11. A minimum of three shifts will be maintained. The provisions above shall not prevent the Chief from making temporary assignments to meet the needs of the service or in emergency situations. Except that temporary assignments shall not be made to exceed (90) calendar days unless mutually agreed upon by the City and Association.

Officers working this schedule will work a four days on – four days off schedule on an ongoing basis beginning on May 28<sup>th</sup>, 2016. At the conclusion of the current contract the modifications detailed in this side letter can be incorporated into a future contract.

**Article 12 - C) Scheduling Use of Accrued Time**

- 1) **Patrol Division:** The maximum number of police officers and master police officers which may be off on floating holidays, compensatory time or vacation on any shift shall be as follows:
  - # Allowed Off
  - a) Day Shift: three (3) officers
  - b) Afternoon Shift: two (2) officers
  - c) Night Shift: three (3) officers
  - d) The Power Shift shall be considered for accounting purposes to select vacation on the Afternoon shift.

The described change to Article 11 for the duration of this agreement does not create changes in other articles of the working agreement with the exception that Floating Holidays, Personal Days, and Fitness Days used during this agreement will be calculated based on a 12 hour work day for those officers working the 12 hour shifts.

During the term of this agreement, Officers working the 12 hour shifts will work an average of 84 hours in each payroll period. They will be compensated for 84 hours of work in each payroll period. 80 hours at their standard rate of pay and 4 hours at 150% OT Pay or 150% Compensatory time if so elected.

During the term of this agreement, all Association members with a 120 hour capped comp time benefit will have a ‘rolling’ cap with a 120 hour banked maximum. If you have earned 120 hours of comp time you would need to use some of it before you could earn additional comp time. Officers with the 160 hour cap can convert to the rolling 120 cap upon implementation of this side letter, or retain their current benefit.

During the term of this agreement, Association members working patrol on Easter Sunday, will receive Easter Sunday at the contractual holiday rate of pay. In addition, Good Friday and Memorial Day will be added to the holiday list in Article 7, Section C, for non-essential police staff holidays.

All modifications above are contingent to the Association maintaining the 12 hour schedule change.

Approved by the City:

Approved by WPPA Local #27:

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Nicholas Alexander, Police Chief

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Kirk Hill, President #27

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Bruce C. Hagen, Mayor

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Terri Kalan, City Clerk

Ratified by Union: 4/22/16

Approved by Human Resources Committee: 6/20/16

Approved by City Council: 7/19/16

*Agreement approved as part of 1/1/2018 & 1/1/2021 contract settlement*



**Side Letter  
Agreement  
Officer in Charge (OIC)  
Program**

The Superior Police Department Officer in Charge (OIC) program is for career development of bargaining unit members and serves as a training ground for future supervisory positions.

OIC participants will fulfill some of the responsibilities of the Sergeant position when vacancies exist and cannot be filled by existing Sergeants or other means. Additionally, an OIC could be utilized when multiple significant incidents are occurring simultaneously and the non-union supervisor determines the need for additional supervisory resources. The program may also provide for the use of an OIC participant in other areas of operations such as the Traffic Bureau and Fleet Management.

Participation in the OIC program does not require that the bargaining unit member be interested in future Sergeant positions. However, officers interested in future promotions are strongly encouraged to apply.

Selection for the program will be by written application and oral interview. Applicants must have a minimum of 5 years of experience to be eligible. This is the same requirement to apply for the Sergeant rank. A written exam covering Superior Police Department policies and procedures will be part of the process. The Chief and/or a panel assembled by him will interview and select the participants. The number of officers selected for the OIC program will be determined by the Chief and can be altered based on the needs of the department. Application to the OIC program is not a guarantee of selection.

Officers fulfilling the role of the OIC will be paid at Step 1 level of the Sergeant pay grade for the hours they spend in that assignment. Flexing of the OIC's schedule will be allowed to accommodate the filling of a Sergeant vacancy when it is mutually agreeable by the officer and Department Administration. OIC's will not be forced in to cover Sergeant vacancies.

OIC participants will not conduct internal investigations. They will be required to take down basic information regarding complaints against officers and then provide that information to the Patrol Division Commander.

The primary role of the OIC will be to supervise patrol activities to include area assignments, squad assignments when needed, response to critical incidents, and review and forwarding of incident reports. An orientation/training will be provided to OIC participants by existing supervisory staff. Participation in this program is voluntary. Officers appointed to the OIC program will serve at the discretion of the Chief of Police.

Approved by the City:

Approved by WPPA Local #27:

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Nicholas Alexander, Police Chief

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Bradley Esler, President #27

Jim Paine, Mayor

Rich Burghaus, WPPA Business Agent

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Terri Kalan, City Clerk

Ratified by Union: 11/7/18

Approved by Human Resources Committee: 8/20/18

Approved by City Council: 9/4/18

*Agreement approved as part of 1/1/2021 contract settlement*