

*2021-2023*

*CONTRACT*

*OSHKOSH POLICE SUPERVISORS ASSOCIATION*

*AND*

*CITY OF OSHKOSH*

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## AGREEMENT

THIS AGREEMENT is entered into to be effective on Pay Period 1, 2021, by and between the City of Oshkosh, Wisconsin, hereinafter referred to as the "Employer" or "City", and the Oshkosh Police Supervisor's Association, hereinafter referred to as the "Association".

WHEREAS, IN ORDER TO INCREASE GENERAL EFFICIENCY, to maintain the existing harmonious relations between the Employer and its employees, to promote the morale, well being and security of said employees, to maintain a uniform minimum scale of wages, hours and conditions of employment among the employees and to promote orderly procedures for the processing of any grievance between employees and/or employee and Employer, and the declaration of policies to insure proper and ethical conduct of business and relations between the Employer and to that end have reached this Agreement.

NOW, THEREFORE, the parties hereto, each in consideration of the agreements herein contained of the other, hereby agree as follows:

### ARTICLE I

#### WORK WEEK

Police Lieutenants and Sergeants are supervisory personnel and as such are in charge with the responsibility of controlling and directing subordinate personnel in executing their specified police assignments. Therefore, the duty week shall be determined by the department head based upon departmental manpower requirements. Lieutenants and Sergeants working a 5-2, 5-2 work schedule shall be provided sixteen (16) days to be taken as off time during the calendar year.

### ARTICLE II

#### UNIFORM MAINTENANCE

The Employer will provide uniform apparel to all personnel at City expense. The items to be furnished by the City shall include: coats, trousers, hats, ties, shirts, shoes, leather goods, and other items of uniform apparel required by the City.

Uniforms will be inspected periodically by the department head or his/her agent and replaced as needed. Replacement orders shall be processed by the City of Oshkosh Purchasing Division.

Non-uniformed personnel shall receive a uniform allowance of \$550.00 per year payable in January.

Cleaning and laundering services will be provided at City expense. The cleaning firm and cleaning schedule shall be designated by the City.

## ARTICLE III

### COMPENSATORY TIME

Lieutenants and Sergeants who work in excess of the normally scheduled work day or work week shall be compensated at the rate of time and one-half in either compensatory time or cash as the officer may choose, with the exception of special event overtime, which must be taken in pay. All compensatory time will be recorded and may be taken as time off or as pay received after the pay period in which it was earned, subject to the approval of the department head or management designee(s). Employees will receive pay each pay period for any time accumulated in excess of one hundred sixty (160) hours. Officers shall not be allowed to carry over more than eighty (80) hours from year to year. The formula for computing the hourly rate shall be: bi-weekly rate divided by 77.2 hours.

### LONGEVITY

Employees who have attained 10-14 years of employment shall receive \$500 payable in the first pay period of the calendar year. Employees who have attained 15-19 years of employment shall receive \$750 payable in the first pay period of the calendar year. Employees who have attained 20 and over years of employment shall receive \$1,000 payable in the first pay period of the calendar year. Those employees reaching their 10th, 15th, or 20th year of service shall earn their longevity for that year on a prorated basis.

## ARTICLE IV

### CALL IN TIME AND COURT APPEARANCES

Lieutenants and Sergeants called to return to duty or appear in court at some time other than his/her regular scheduled duty day shall receive three (3) hours pay for the call or appearance unless the call or appearance is cancelled by 7 p.m. of the day prior to the call or appearance. The Lieutenants and Sergeants, in addition, shall receive time and one-half for the time spent on the call or appearance.

Lieutenants and Sergeants called or scheduled to appear in court during vacation shall be paid three (3) hours call-in pay plus time and one-half for time worked and, in addition thereto, shall receive an additional day of vacation returned. If notification of cancellation is given 24 hours prior to the start of vacation, no call-in pay is given. If cancellation occurs thereafter, a vacation day return shall be made. Vacation shall be defined to include off-days commencing on the Lieutenant's/Sergeant's last day of work before the vacation and his/her first day of work after vacation. This provision shall apply only when vacation is taken in three-day blocks and include attached off days. On trials lasting more than one day, no additional call-in pay shall be given after the first day.

A call is defined as a request to return to duty at some time other than the regularly scheduled time not scheduled at least twenty-four (24) hours in advance and not immediately following the officer's regularly scheduled shift.

**Call-Ins:** Any Sergeant or Lieutenant in one of the five categories listed below that is ordered in to work will be entitled to an additional one-half hour of straight call-in pay plus overtime for time worked outside their normal hours of work, commencing when they report for duty. "Reporting for duty" begins when the officer arrives at the Police Department or the incident scene. The additional one-half hour call-in pay does not apply when the call-up is previously scheduled or officers being ordered in have an hour or longer before having to report.

Categories which trigger this compensation are as follows:

1. SWAT Team, including Negotiators.
2. Mobile Field Force Team.
3. Crash Investigation Team.
4. Sergeant or Lieutenant being ordered in.
5. Department-Wide Call-up.

No call or court appearance shall preclude a Lieutenant and Sergeant from working his/her regularly scheduled shift except by his/her request and upon approval of the department head.

## **ARTICLE V**

### **AUTHORIZED LEAVE**

**Sick Leave:** Each regular full time employee shall accumulate sick leave at the rate of one (1) working day for each month of service. Such unused sick leave shall be allowed to accumulate without limitation.

An employee may apply for sick leave with pay for absences necessitated by injury or illness to the employee. Sick leave may also be used for employee doctor or dental appointments that cannot be scheduled other than during the employee's work day. At least three (3) work days notice shall be required to apply for the leave for doctor or dental appointments which are subject to the approval of the supervisor for scheduling.

Up to five (5) days of an employee's sick leave accumulation may be used per year for illness, injury, doctor and dental appointments that cannot be scheduled other than during the employee's work day of the employee's spouse or dependent children. At least three (3) work days notice shall be required to apply for leave for doctor and dental appointments which is subject to the approval of the supervisor for scheduling.

To qualify for sick leave payment an employee must do the following:

- a. Report his/her absence prior to the start of each work day to the department head or supervisor.
- b. Keep his/her supervisor informed of the conditions if the absence is more than three (3) working days.

- c. Upon request submit a doctor's certificate for such absence. The certificate must state the nature of the illness or injury and whether the employee has been incapacitated for the period of his/her absence.
- d. The employee upon returning to duty must sign a change of status form requesting the sick leave benefits. Such a signature shall be an acknowledgment of full compliance with all regulations related to sick leave benefits as set forth in this Contract.

In the event any employee has misused the provisions contained herein or has requested the use of sick leave when such leave is not authorized by the terms of this contract, the employee's absence shall be without pay. The determination that an employee has abused the benefits contained in this paragraph shall not preclude the employee from using accumulated sick leave when authorized by the terms of this contract in the future nor shall the accumulated sick leave credit to that employee be affected thereby.

In addition to the employees' right to accumulated sick leave without limitation, unused accumulated sick leave up to 150 days shall be paid at fifty-nine percent 59% the employee's rate in effect at the time of separation for those employees who retire on an immediate WRS annuity, die, or for those employees who separate because of WRS authorized disability.

As an option, the employee may choose to have the total sick leave payout amount placed in a 457 (currently RC) account. In such case, the employee shall receive up to 180 days paid at 59% the employee's rate in effect at the time of the retirement, death or disability as defined above. As another option, an employee, who is at least 50 years old, may choose to contribute up to 60 days of his/her accumulated sick leave payout amount 59% of up to 180 days in a 457 (currently R.C.) account for three (3) years. In such case, the employee shall receive said sick leave paid at the employee's rate in effect when deposit is made. Once this option is exercised, it shall be irrevocable. Furthermore, the employee's maximum accumulation shall be reduced by the amount "cashed in". These options shall only be available to those employees who meet all rules, regulations and requirements of the 457 plan administrators. Once this option is exercised, it shall be irrevocable unless otherwise directed by the Director or Administrative Services (or designee).

**Vacation Leave:** All full-time employees shall be granted the following vacation benefits: After one (1) year of service ten – (10) working days. After five (5) years of service – fifteen (15) working days. After ten (10) years of service – twenty (20) working days. After eighteen (18) years of service – twenty-five (25) working days. After twenty-five (25) years of service – twenty-eight (28) working days.

Those employees reaching their fifth, tenth, eighteenth, and twenty-fifth year of service shall earn their vacation for that year on a pro-rated basis. In the event an employee has not worked the full calendar year prior to his/her vacation, such vacation shall be pro-rated on the time actually worked. Vacation will not be carried over from year to year. Vacation may be chosen from January 1st through December 31st and shall be subject to staffing requirements as determined by the Chief of Police.

Lieutenants or sergeants who are off on an approved vacation day(s) will not be ordered to return to work except for special team activation, and emergencies. If lieutenants or sergeants are off on 3 or more consecutive vacation days, they will not be ordered to return to work on their vacation days, and any regularly off days attached to the vacation days except for a court subpoena, special team activation, and emergencies.

A block of vacation is 3 or more vacation days taken consecutively in conjunction with regularly scheduled off days. Example: (3 day block of vacation) Lieutenant or sergeant selects 1 vacation day, then has 2 regularly scheduled off days, then selects 2 more vacation days.

Special Team Activations shall include: Crisis Reaction Team including Negotiators, Tactical Team and Crash Investigation Team

**Holiday-Leave:** Each full-time employee shall be granted twelve (12) paid holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, Spring Holiday (the Friday before Easter), December 24 and (4) additional floating holidays shall be granted each employee. Such holiday leave shall be granted as twelve (12) days off in lieu of the calendar holidays. Such holiday leave shall be subject to the departmental work schedule and staffing requirements as determined by the Chief of Police. Employees may waive holidays off-time in favor of cash payment. Said cash payment shall be computed in the following manner: the hourly rate in effect at the time of holiday accrument times the number of holiday hours. Employees electing the option payment must notify the department head in writing by October 1st of the current budget year for the following year. All holidays shall be credited to the employee January 1 of each year and must be used by December 31 of each year except a maximum of three (3) holidays may be carried over to April 1 of the following year. Holidays not used within these time limits will be forfeited. Lieutenants and Sergeants, who are required to work or allowed to work or allowed to work on a holiday, shall receive time and one-half for the hours worked on said holiday.

In the event that the Sergeant or Lieutenant works in excess of his/her normal work day on the designated holiday, the Sergeant or Lieutenant shall be compensated at the rate of double time for hours worked in excess of his/her normal working day.

**Funeral Leave:** In the case of death in the immediate family of a regular employee (spouse, children, step-children, parents, step-parents, sister, brother, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, brother-in-law, sister-in-law, guardian, half-brother, and half-sister) the employee will be paid for scheduled time off from the day of death up to and including the day after the funeral but not to exceed three (3) scheduled work days at the employee's regular straight time hourly rate. No funeral leave will be paid to any employee while on sick leave, layoff, or any leave of absence.

## ARTICLE VI

### PAY PERIODS

All payroll checks shall be paid bi-weekly. All employees shall participate in the direct deposit payroll system.

## ARTICLE VII

### MEDICAL BENEFITS PLAN, DENTAL INSURANCE

The Employer shall provide health insurance and dental insurance.

**Health Risk Assessment (HRA):** Employee participation in the City's Health Risk Assessment (HRA) program is voluntary. To receive the preferred premium contribution rate, the employee must participate in the HRA. Participation by the employee's spouse in the HRA is encouraged but not required. Participation in the follow-up coaching program is recommended and is offered on a voluntary basis.

The City reserves the right to offer an HRA and select the HRA administrator in its sole discretion. The City shall pay for the costs to provide the HRA. In the event the City elects to discontinue the HRA program, employees shall contribute the preferred employee health insurance rates.

#### Health Insurance Employee Contributions

a. **Employee Contributions With Health Risk Assessment (HRA):**

Effective January 1, 2021, employees will contribute up to 12% up to a maximum of \$153.98 per month towards single; \$288.77 per month towards dual and \$356.14 per month towards the family premium equivalents.

b. **Employee Contributions Without Health Risk Assessment (HRA):**

Effective January 1, 2021, employees will contribute up to 15% up to a maximum of \$192.48 per month towards single; \$360.96 per month towards dual and \$445.18 towards the family premium equivalents.

Note: Health insurance premium contributions are actually made one month prior to the effective dates shown.

**Dental Insurance:** Employees may participate in the dental plan at the same level of benefits and premium share as offered and provided to non-represented employees.

**Life Insurance:** The Employer shall pay 100% of the premium of the State's Group Basic Life Insurance Policy. Other amounts of coverage for the employee and spousal and dependent coverage shall be available to the employee at his/her own expense.



**Income Continuation Insurance:** The City shall participate in the State's Group Income Continuation Insurance Program. The City will pay its employer's share.

**Section 125 Plan:** The City shall select the administrator and offer a Section 125 Plan as allowed by law. Employees will be allowed to contribute premium contributions, unreimbursed medical expenses, and dependent care expenses into the plan subject to the plan's rules and regulations.

**Pension:** In addition to the statutory requirements, the employer shall pay to the employee's retirement fund an amount not to exceed 7% of the employee's gross wages.

Effective November 1, 2012, an employee shall contribute 3.0% of his/her gross wages toward the Wisconsin Retirement System (WRS).

Effective January 1, 2013, an employee shall contribute 4.5% of his/her gross wages toward the Wisconsin Retirement System (WRS).

Effective January 1, 2014, an employee shall contribute his/her portion of the Wisconsin Retirement System (WRS) on the same basis as general employees as determined by the Employee Trust Funds (ETF).

## **ARTICLE VIII**

### **WAIVER OF RIGHTS**

Neither party to this agreement by such act at the time hereof or subsequent hereto agrees to and does waive any rights possessed by it or them under state and federal laws, regulations or statutes. In the event any clause or portion of this agreement is in conflict with Statutes of the State of Wisconsin governing municipalities or other statutes such clause or portions of the Agreement shall be declared invalid and negotiations shall be instituted to adjust the invalidated clause or portion thereof.

## **ARTICLE IX**

### **PRESENT BENEFITS**

The Employer agrees to maintain in substantially the same manner, all benefits, policies, and procedures related to wages, hours, and conditions of employment not specifically referred to or altered by this Agreement, that have been deemed to be mandatory subjects of bargaining.

## **ARTICLE X**

### **GRIEVANCE PROCEDURE**

A grievance is defined as any dispute or misunderstanding relating to employment as limited by the terms and conditions of this Agreement between the City and the Association and shall be handled in the following manner:

1. The aggrieved employee shall present the grievance orally to his/her supervisor either alone or accompanied by an Association representative, or if the employee refuses to present the grievance, the Association may present the grievance.
2. If the grievance is not settled at the first step, the grievance shall be presented in writing to the Chief of Police within ten (10) days (Saturday, Sunday and holidays excluded). The Chief shall within ten (10) days (Saturday, Sunday and holidays excluded) hold an informal meeting with the aggrieved employee, and Association representatives. If the grievance is not resolved to the satisfaction of all parties within five (5) days (Saturday, Sunday and holidays excluded), either party may proceed to the next step.
3. The grievance shall be presented in writing to the City Manager for disposition within ten (10) working days (Saturday, Sunday and holidays excluded). Response to the grievance shall be in writing.
4. Nothing herein shall limit any employee from his/her rights to a hearing pursuant to Wisconsin Statutes in case formal charges are filed against him/her.

## **ARTICLE XI**

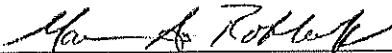
### **RECOGNITION & UNIT REPRESENTATION**

The City hereby recognizes the Association as the sole and exclusive bargaining agent with respect to hours, wages and conditions of employment for the positions of Police Lieutenants, and Sergeants.

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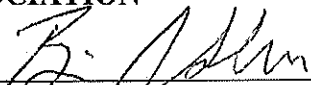
THIS AGREEMENT shall become effective as of January 1, 2021, and will remain in full force and effect to and including the 31st day of December, 2023.

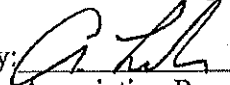
**CITY OF OSHKOSH**

By:   
Mark A. Rohloff, City Manager

And:   
Pamela R. Ubrig, City Clerk

**OSHKOSH POLICE SUPERVISOR'S ASSOCIATION**

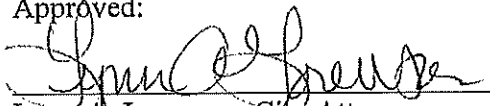
By:   
Association Representative

By:   
Association Representative

By:   
Association Representative

I hereby certify that the necessary provisions have been made to pay the liability which will accrue under this contract.

  
City Comptroller

Approved:  
  
Lynn A. Lorensen, City Attorney

**SCHEDULE A**  
**BI-WEEKLY RATES**

**Effective at the beginning of the payperiod that includes 1/1/2021 (2.50%)**

			A	B
Police Lieutenant	7C	Biw.	3360.69	3535.28
		Mo.	7281.49	7659.77
Police Sergeant	6C	Biw.	3187.23	3354.27
		Mo.	6905.66	7267.58

**Effective at the beginning of the payperiod that includes 1/1/2022 (1.75%)**

			A	B
Police Lieutenant	7C	Biw.	3419.50	3597.15
		Mo.	7408.92	7793.83
Police Sergeant	6C	Biw.	3243.01	3412.97
		Mo.	7026.52	7394.77

**Effective at the beginning of the payperiod that includes 1/1/2023 (3.00%)**

			A	B
Police Lieutenant	7C	Biw.	3522.09	3705.06
		Mo.	7631.20	8027.63
Police Sergeant	6C	Biw.	3340.30	3515.36
		Mo.	7237.32	7616.61

**Classification Pay**

When an officer performs duties of a higher ranking officer, then that officer shall receive the compensation equal to the compensation that the higher ranking officer receives, providing the officer works two (2) consecutive pay periods (twenty (20) working days). This provision shall not apply if the reason for this assignment is vacation relief.

**Movement on the Pay Schedule:**

Employees shall progress from one step to the next on an annual basis based on their anniversary date of hire.

**Shift Differential:** \$0.50 per hour for all hours between 6:00 pm and 6:00 am.

**Promotion:**

Employees who are promoted from one classification to another having a higher pay range will be granted a salary increase of 5% or the pay step of the new range that provides an increase of at least 5% or the minimum of the higher range, whichever is greater.

Schedule A Updated 1/24/2022