

**AGREEMENT BETWEEN THE  
CITY OF MERRILL  
AND THE  
MERRILL PROFESSIONAL POLICE ASSOCIATION  
2026-2028**

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## **ARTICLE 1 – PURPOSE OF AGREEMENT**

It is the intent and purpose of the parties hereto that this agreement shall promote and improve working relations between the City of Merrill Professional Police Association, hereinafter referred to as the Association, and to set forth herein rates of pay, hours of work, and other terms and conditions of the employment to be observed by the parties hereto.

## **ARTICLE 2 – RECOGNITION**

This agreement made and entered into at Merrill, Wisconsin, pursuant to the provision of the Code of Ordinances of the City of Merrill and Wisconsin Statutes between the City of Merrill, Wisconsin, a municipal corporation as municipal employer with the Chief of Police as its agent, thereafter referred to as the City, and the Merrill Professional Police Association as sole bargaining agent for the police officers of the Association, excluding the Chief of Police, Captains, and Lieutenants, who shall be considered supervisory personnel

## **ARTICLE 3 – RESERVATION OF RIGHTS**

The Association recognizes the right of the City and Chief of Police to operate and manage its affairs in all respects. The Association recognizes the exclusive right of the Chief of Police to establish departmental rules and procedures.

The City and the Chief of Police have the exclusive right and the authority to schedule overtime work as required in the manner most advantageous to the City commensurate with the applicable ordinances or resolutions providing for overtime compensation as outlined in this Agreement to members of the bargaining unit.

It is understood by the parties that every duty connected with operations enumerated in job descriptions is not always specifically described and it is intended that all such duties shall be performed by the employees.

The Chief of Police, and the Police and Fire Commission reserve the right to discipline or discharge for cause. The City reserves the right to lay off personnel of the department. The City and the Chief of Police shall determine work schedules consistent with the Agreement and establish methods and processes by which such work is performed. The City and the Chief of Police shall have the right to transfer employees within the Police Department in a manner most advantageous to the City.

The City, the Chief of Police and the Police and Fire Commission shall retain all rights and authority to which by law they are entitled.

The City shall have the exclusive authority to transfer any governmental operation now conducted by it to another unit of government, providing it meets with the approval of the

Common Council upon transfer, all agreements are terminated including this Agreement as pertaining to personnel of the Department affected by the transfer.

The Association recognizes that the City has statutory and charter rights and obligations in contracting for matters relating to municipal operations. The right of contracting or subcontracting is vested in the City.

All full-time employees hired after 1/31/2016, shall reside within a 20-mile radius of the City of Merrill jurisdictional limits (boundaries), no later than 60 days after the completion of their probationary period. The powers, rights, and/or authority claimed by the City, are not to be exercised in a manner that will undermine the Association or as an attempt to evade the provision of this Agreement or to violate the spirit, intent or purpose of this Agreement.

#### **ARTICLE 4 - HOURS**

The work schedule shall be 2 days on duty, followed by 2 days off duty followed by 3 days on duty, followed by 2 days off duty, followed by 2 days on duty, followed by 3 days off duty, on a continuing 2-2, 3-2, 2-3 schedule. The schedule allows no less than 12 patrol officers on alternating weekends, Friday, Saturday and Sunday off. The work day shall be 12 hours in length. Overtime shall be paid or compensatory time be given for all hours which are worked in excess of the regular 12 hour day or the regular 2-2, 3-2, 2-3 schedule. Since officers will be scheduled to work an average total of 2190 hours per year, City will provide each officer working this schedule an additional 110 hours of Kelly time. Additionally, all Patrol Officers will receive 16 hours of Kelly time and in cases where an officer has 15 years of service, he/she will receive 8 additional hours of Kelly time, for a total of 24 hours after 15 years. All Kelly time shall be used within the calendar year received.

INVESTIGATOR/SRO: The SRO and Investigator's work week will be 5 days on followed by 2 days off. Each shift will be 8 hours in length. Additionally the SRO and Investigators will receive 32 hours of Kelly time and in cases where an officer has 15 years of service, he/she will receive an additional 16 hours of Kelly time for a total of 48 hours after 15 years. All Kelly time shall be used with the calendar year received.

KELLY TIME ADMINISTRATION: Kelly time is deposited on January 1<sup>st</sup> of each year based upon a projection of days worked, working schedule, and years of service. Kelly time earned in conjunction with years of service will be given on the next January 1<sup>st</sup> following the actual anniversary. There will be no Kelly time proration after the 1<sup>st</sup> of the year except in the case of separation, retirement, or a change in working hours. Bonus Kelly days beyond the description previously provided will be granted consistent with a full working day, either 8 hours or 12 hours, after completion of the following years of service: 18, 21, 24, 27.

WORK BREAKS: Officers will be entitled to a 30 minute lunch break and two 15 minute breaks during their 12 hour shift. Officers working an 8 hour shift will be entitled to a 30 minute lunch break. Officers will remain available for calls during their lunch/breaks.

### **ARTICLE 5 – DELEGATES**

The City agrees to allow two (2) delegates of the Merrill Professional Police Association to attend the Wisconsin Professional Police Association annual convention with pay. The Merrill Professional Police Association shall provide sufficient notice of convention dates and delegate attendees to the Captain and/or Chief of Police. No overtime shall be created to allow for delegates to attend the convention.

### **ARTICLE 6 – SALARIES**

Salaries shall be paid in accordance with the salary schedule set forth in Appendix attached hereto and made a part thereof by reference.

Individual salaries for new positions or substantially changed positions will be established by special negotiation at any time during the term of this Agreement, insofar as this does not conflict with paragraphs 2 and 3 of Article 3 - Reservation of Rights.

**SHIFT DIFFERENTIAL.** Shall be as follows:

Officers working the 6:00 am shift to 6:00 pm shift will be paid a shift differential of \$220.00 yearly.

Officers working the 12:00 pm to 12:00 am shift will be paid a shift differential of \$550.00 yearly.

Officers working the 3:00 pm shift to 3:00 am shift will be paid a shift differential of \$770.00 yearly.

Officers working the 6:00 pm shift to 6:00 am shift will be paid a shift differential of \$990.00 yearly.

**CERTIFICATION PAY:** In recognition that police officers are required to maintain proficiency or certifications in work related fields, each officer shall receive \$600.00 annually. Certification pay shall be paid at the rate of \$.2884 per hour (\$600 annually).

**OVERTIME PAY:** All hours authorized by the Chief or officer in charge which are worked in excess of the regular eight (8) or twelve (12) hour shift shall be deemed overtime and compensated at time and one-half of the officer's normal hourly rate.

The parties by mutual agreement may agree that compensatory time be given in lieu of payment as provided by this section. If compensatory time is given, the same shall be at the rate of time and one-half.

Overtime shall be rounded up or down to the nearest quarter hour.

COMPENSATORY TIME: The Chief shall grant compensatory time to be scheduled where sufficient staffing exists so that the City incurs no overtime obligation. It is understood that this scheduled compensatory time cannot be withdrawn when unforeseen staffing shortages due to sick time requests or similar requests occur.

Officers may not carry a balance in excess of 96 hours of compensatory time at any time during each year. Officers may not carry over a balance greater than 48 hours into the following year. Excess compensatory time balances must be paid out by December 15<sup>th</sup> or used by December 31<sup>st</sup>.

Compensatory time carried over into the next year shall be taken as leave in that year and shall not be paid out. Requests to use carried over compensatory time are subject to the same staffing considerations otherwise present and will be used on an as-available basis.

CALL-IN-PAY: Any officer called to work in addition to their normal schedule of hours shall be paid two hours pay for the call, plus time and one half for the time spent with no minimum. Call-in pay shall not be paid if an Officer is held over from a prior shift, or is called in at least 48 hours in advance of the starting time of the overtime, or for voluntary shift changes between officers.

OVERTIME SELECTION: In the event that the number of patrol officers on duty drops below the minimum staffing levels to support daily patrol operations, a manpower shortage has occurred. Also if the Supervisor or Officer in Charge determines that additional sworn officers are needed for work duties to support daily patrol operations and no special training, or skills are needed to perform the duties, a manpower shortage has occurred. Overtime in which special training or skills are needed, or overtime worked as part of a continuing investigation involving the officers working the overtime is not a manpower shortage and the city may assign overtime in a manner most advantageous to the city. Special enforcement activity overtime (i.e: Click-it, Fall Ride mutual aid, grant funded traffic enforcement) is not an essential component of daily patrol operations. It will be offered based on seniority.

The Union acknowledges any absence of a Non-union Patrol Lieutenant may be offered to Patrol Lieutenants prior to offering the overtime hours to a Union Patrol Officer. If offered to a Union Patrol Officer the following applies:

Overtime will first be offered to Union Patrol Officers and SRO on a seniority basis by the considerations prescribed below (Appendix B):

1. A full shift of overtime is considered anything reasonably believed to be greater than 4 hours. Full shifts of overtime shall initially be offered as the entire shift. If the full shift is not accepted by an officer in whole then the shift may be split or the shift may be assigned to the least senior patrol officer available.
2. A partial shift of overtime is a shift reasonably believed to be 4 hours or less. In the event a partial shift needs to be filled, a hold-over may be assigned for the first 4 hours of a shift from the previous shift personnel. An early call-in may be assigned for the last 4 hours of a shift to those officers who are scheduled to work the next contiguous shift. Those assignments shall be offered to the applicable officers by seniority. If there are no volunteers or if a shift remains vacant the shift shall be filled according to the full shift selection process previously described.
3. Officers known to be unavailable for the overtime opportunity may be omitted from the call-in process. (i.e: vacation time, Kelly time, compensation time, sick leave, or family leave during the overtime opportunity)
4. In the event of an emergency a general exception to the seniority call-in is recognized.
5. Officers shall not work beyond 16 hours of duty in a 24 hour period, consecutive or otherwise, unless the exception is authorized by Lieutenant, Captain, or the Chief of Police. Additionally, Officers should have at least 8 hours of rest between assigned shifts.

If no Union Patrol Officers accept the overtime opportunity according to the previously referenced seniority-based call-in process, then the overtime may be offered to Union Detectives and Patrol Lieutenants prior to ordering a Union Patrol Officer to accept overtime

COURT TIME: Any officer reporting to duty for Court outside of their normal shift will be compensated at their overtime rate with a minimum of 2 hours. Any officer, whose court appearance is canceled after 5 p.m. of the business day before the court appearance, shall be compensated 2 hours at their overtime rate.

EDUCATION PAY: Officers, who have obtained at least an Associate Degree in Criminal Justice, a related field, or 60 college credit hours in lieu of a degree, shall receive an annual education benefit of \$360.00. Officers who have additionally obtained a bachelor's degree shall receive an annual education benefit of \$720.00. Education Pay shall be paid at the rate of \$.1731 per hour (\$360 annually) or \$.3462 per hour (\$720 annually).

## **ARTICLE 7 – WORKER'S COMPENSATION**

Worker's compensation shall be governed in accordance with the Wisconsin Statutes and shall be the exclusive remedy of an injured employee against the City of Merrill.

Provided that and for so long as an employee has accumulated sick leave time and is receiving worker's compensation, that employee shall receive full salary. The difference between the worker's compensation and the employee's full salary shall be paid by the

City and deducted from his sick leave time according to the percentage that the amount of money contributed by the City of Merrill bears to that employee's full salary.

## **ARTICLE 8 – VACATION**

The Chief of Police shall administer the vacation schedule according to the terms of this agreement. The Chief of Police shall reserve the right to determine the number of personnel to be on vacation at any one time in order to insure maximum protection and safety of the City.

The vacation accrual policy for the Police Department shall be as follows:

96 hours after 1 year of service

144 hours after 5 years of service

192 hours after 10 years of service

240 hours after 15 years of service

Vacation picks shall be completed by January 1<sup>st</sup> and shall be made on the basis of seniority by rotation. Officers will be allowed to select and lock in up to 50% of the vacation hours they will accrue that year on each turn of the rotation.

Officers who will accrue 96 or more hours of vacation shall be required to select a minimum of 24 hours.

Officers who will accrue 144 or more hours of vacation shall be required to select a minimum of 36 hours.

Officers who will accrue 192 or more hours of vacation shall be required to select a minimum of 48 hours.

Officers who will accrue 240 hours of vacation shall be required to select a minimum of 60 hours.

Vacation selections shall commence no later than October 1<sup>st</sup> of each year. The two vacation selection rounds shall be completed as soon as practical by the employees, but no later than January 1<sup>st</sup> of the following year.

Vacation selection during the selection process shall be in the form of whole shifts or working days. In the event an officer does not schedule his vacation by January 1, the

officer will take it on an "as available" basis after all other vacation has been scheduled. When taken on an "as available" basis, Vacation time, Compensatory time, or Kelly time may be used in ½ hour increments.

### **Vacation Carry Over Limits**

Maximum annual vacation carry over in the union Police Department employees shall be as follows:

Beginning effective 12-31-2020 and thereafter: 144 hours may be carried over to the next year

### **ARTICLE 9 – SENIORITY**

The Department will have a seniority list to include all bargaining unit members of the Department by length of service (Appendix B). Permanent shifts, subject to other listed limitations, will be selected on an annual basis. The annual schedule, with no shift assignments, shall be posted by August 1<sup>st</sup> of each year to allow officers to complete shift selections. Seniority shall prevail in the selection of the positions available on each shift. In addition, Officers may note their "on-day" group preference (A shift or B shift) during the shift selection process. The "on-day" preference is non-binding to the final assignment and only serves as input to consider during the final schedule construction process. Shift selections, which are the responsibility of the employee, shall be completed no later than September 1<sup>st</sup> of each year. New Officers may select shifts during the shift selection process after completion of their probationary status. Otherwise, each new employee will be assigned a permanent shift as directed by the Chief of Police. Assignments will be made in a manner most advantageous to the City while balancing the need for continuity in supervision of new employees.

Shifts for bargaining unit members who have yet to complete probation with the City of Merrill Police Department will be assigned in the following manner; During their field training program, shifts can be assigned on a weekly basis. Upon completion of field training the Chief of Police will assign a vacant shift to be worked for the remainder of the calendar year.

### **ARTICLE 10 – LONGEVITY**

Longevity payments shall be made to all officers according to the following plan: After five (5) years of continuous service at the Merrill Police Department \$2.50 per month paid service retroactive to the first day of employment.

Longevity will be computed and paid once a year on or about December 1.

## **ARTICLE 11 – PAID HOLIDAYS**

In lieu of defined or otherwise recognized holidays, all officers will receive 140.25 hours of holiday pay calculated at their normal hourly rate. Holiday pay shall be paid once a year on or about December 1.

## **ARTICLE 12 – LEAVES**

**SICK LEAVE:** Sick leave shall be administered by the Chief of Police as per City Personnel Policies for Sick Leave, except that notwithstanding any other provision contrary thereto in said City Personnel Policies, sick leave shall accumulate at the rate of one 12 hour day for each month of service worked in the calendar year based on the 12 hour schedule and at the rate of one 8 hour day for each month for all others. Sick leave shall not accrue if an employee is on an unpaid leave during an entire calendar month.

**FUNERAL LEAVE:** Funeral leave shall be administered by the Chief of Police as per City Personnel Policies for Death in Family. The City Policies on Funeral Leave shall be incorporated into this Agreement language.

**LEAVE OF ABSENCE WITHOUT PAY:** Requests for leave of absence without pay for justifiable reasons shall be made by written application on a form provided by the Clerk-Treasurer's Office and be submitted at least two (2) weeks prior to the anticipated leave. Emergency leave requests would be the exception.

1. For a leave not to exceed three (3) consecutive days, the request shall be submitted for approval to the Chief of Police.
2. For a leave in excess of three (3) consecutive days, the officer shall make a request to the City Administrator after securing the approval of the Chief of Police.

**ACCRUED SICK LEAVE CREDIT:** All officers covered by the agreement who actually retire from the City Service and apply within sixty (60) days of the last day paid for a retirement annuity from the Wisconsin Retirement Fund shall have their sick leave credits from the time of retirement converted to a monetary value (allowable hours of accumulated sick leave times normal hourly rate of pay received immediately prior to retirement), which the City shall deposit in Post-Employment Health Plan (PEHP).

If an officer retires before their 62nd birthday, but after their 50th birthday, the officer may then remain a member of the City's insurance group until age sixty-five (65). Retired is defined for purposes of this section, as drawing a pension check from the Wisconsin Retirement Fund. The officer shall be responsible for the entire premium as charged to the City for such insurance, paid by the 10<sup>th</sup> of the month prior to the month for which coverage is desired.

The maximum number of hours an officer will be entitled to so convert is a total of 1300 hours.

ACCRUED SICK LEAVE INCENTIVE CREDIT: Officers shall receive one personal (kelly) day off when the officer does not use sick leave during a calendar year. Said kelly day will be granted in the year following the year in which it was earned.

MILITARY SERVICE LEAVE:

While on active military duty or training of 6-months or less, the Employer shall make up the difference between the military compensation received and the employees current salary.

In addition to the above, employees requesting an unpaid leave of absence for military service are covered consistent with Federal Law.

DONATION OF TIME: Officers will be allowed to donate vacation time, kelly hours, and/or compensatory time to other officers who have exhausted their sick leave and are in need of additional sick leave.

**ARTICLE 13 – INSURANCE**

HEALTH INSURANCE:

For 2024, Officers shall pay 11.00% of the health insurance premiums as an employee contribution. For 2025, effective December 24, 2024, the Officers shall pay 11.5% of the health insurance premium if the premium to the City increases by 6% or less, and 12.00% if the premium increase to the City is greater than 6% and up to 12%, and 12.50% if the increase in premiums to the City is greater than 12%. If the premium for non-union employees remains at 11.00% in 2021, the same rate shall apply to union personnel.

The Employee shall be responsible for the single or family annual deductible.

The City shall contribute the same amount to HSA accounts for Police Union personnel, single and family plans, as that contributed for non-union employees or other union employees.

Notwithstanding Article 13 – Insurance (portions of which the parties acknowledge is a prohibited subject of bargaining), the design and selection of the health care coverage plan will be determined by the City in accordance with the provisions of 2011 Wisconsin Acts 10 and 32 and the statutory language it created in Wis. Stat. 111.70(4)(mc)(6). In the event this statutory language is amended, repealed or otherwise declared invalid such that the issues addressed in Article 13 are no longer prohibited subjects of bargaining prior to the

expiration of this agreement, the design and selection of the health care coverage plan shall be made in accordance with the language of this article.

LIFE INSURANCE: The City agrees to pay its share of the costs, and in addition, one hundred percent (100%) of the officer's contribution in the State Life Insurance Program based on annual earnings. An officer not wishing to participate in the Life insurance Programs must sign a waiver of insurance form available in the Clerk-Treasurer's Office. The City shall double the amount of coverage.

WISCONSIN RETIREMENT FUND:

All employees shall pay the entire employee required share to the Wisconsin Retirement Fund, equal to general municipal employees.

**ARTICLE 14 – CLOTHING ALLOWANCE**

Clothing allowance shall be administered by the Chief of Police. Officers shall be compensated \$1000 annually. Probationary officers will receive an additional \$100.00 for the first year. However, in the Probationary officer's 2<sup>nd</sup> year the amount received will be pro-rated based on length of service during their first year of employment with the City of Merrill Police Department. It is hereby agreed that the clothing allowance shall be paid to the officers each year in January.

The City will furnish badges, holsters, service pistols, and primary use body armor to each officer.

If, during a new police officer's probationary period or any extensions thereof, the police officer is terminated or resigns, said police officer shall return to the department all equipment purchased pursuant to the uniform allowance.

If a police officer's uniform (including prescription eyewear) is damaged in the line of duty, excluding damages due to, or resulting from, ordinary wear, the employer shall bear the cost of repair or replacement thereof on the following basis. The Chief shall determine whether repair or replacement is necessary. If the Chief decides that repair is to be undertaken, the Chief shall pay to the officer the reasonable cost of repairing. If the Chief determines that repair is not feasible, he/she shall direct that the officer be paid one hundred percent (100%) of the cost of replacing the article and the officer shall surrender the damaged item to the Chief.

**ARTICLE 15 - COMPENSATION FOR TRAINING**

All training programs shall be administered by the Chief of Police and the Police Department Training Officer.

**Full Days of Training :** A Full Day of Training is a scheduled training time period, including class breaks and lunch of 8 hours or more. Officers who attend a training session which are "Full Days of Training" will be credited with a full work shift (8 or 12 hours) equal to their standard work shift.

**Partial Days of Training:** Training sessions of less than 8 hours of scheduled training are considered "Partial Days of Training". Officers on a scheduled shift will be required to complete their standard work shift on those days before and/or after the training is completed. During the non-training time periods of a "Partial Days of Training", officers may elect to use off-time as governed by other sections of this agreement.

In order to facilitate the attendance of an officer at training on a date otherwise scheduled as an off-day the city may convert one or more of the officers normally scheduled work shifts into straight-time off. The city will select those dates but it is permissible for the officer and administration to agree on what date(s) are selected for conversion into off-time. As a general rule such dates should be within the same pay period of the training date, whenever possible.

If an officer attending training works beyond their normal shift hours (8 or 12) after receiving a compensation shift off, the officer will be compensated with overtime pay for the actual hours worked beyond their normal shift hours.

If no compensation shift switch occurs the officer will work the training session on overtime for actual hours worked.

If an officer is assigned to attend training and lodging is necessary the costs of lodging will be the responsibility of the city.

Travel time to and from training is included in actual hours worked.

## **ARTICLE 16 - RULES AND REGULATIONS**

The rules and regulations of the Merrill Police Department including those approved by the Common Council of the City of Merrill, as revised from time to time are hereby made a part, of the Agreement.

## **ARTICLE 17 - GRIEVANCE PROCEDURE**

The procedure under this article provides an orderly method to present and settle grievances which may arise between the Association and the City, as to the meaning of application of or compliance with provisions of this agreement. It is a further purpose of this grievance procedure to assure observance of the terms and work relationships set forth in this agreement. The grievance procedure is available to the Association and is limited to matters covered by the Agreement.

Grievances shall be settled by steps as follows:

A. Any officer covered by this agreement who has a grievance shall within ten (10) days after the officer is aware of cause for a grievance, report such grievance in writing individually or with an Association Representative to the Chief of Police. The Chief of Police or designee shall investigate the grievance thoroughly. The Lieutenant, Captain or Chief of Police shall furnish the grievant(s) and the Association with a written answer to the grievance. In the event no satisfactory agreement has been reached within ten (10) days between the grievant(s) and the Department Head, the grievance will advance to step 2.

B. If the grievance is not settled at the first step, the grievance shall be presented in writing within ten (10) days of the answer to the Personnel and Finance Committee or Police and Fire Commission, whichever authority has jurisdiction on any particular grievance.

1. If the grievance shall be deemed under the jurisdiction of the Police and Fire Commission, the grievance shall therefore be governed by Section 62.13 of the Wisconsin Statutes. The Police and Fire Commission shall within ten (10) days set up an informal meeting with all parties involved up to this point. Within ten (10) days, (Saturdays, Sundays and Holidays excluded), after this meeting a determination shall be made and reduced to writing and copies submitted to all parties involved.
2. All other grievances relating to wages, hours and working conditions or any other matter under jurisdiction of the Personnel and Finance Committee shall be directed to same. The Personnel and Finance Committee shall within ten (10) days set up an informal meeting with all parties involved up to this point. Within ten (10) days, (Saturdays, Sundays and Holidays excluded) after this meeting a determination shall be made and reduced to writing and copies submitted to all parties involved.

C. If the grievance is not settled with the Committee or the Police and Fire Commission the aggrieved party may within thirty (30) days of the answer from either commission or committee, submit the grievance to the Wisconsin Employment Relations Commission for its staff to appoint an arbitrator. The decision of the arbitrator will be final and binding on all parties, except for judicial review, pursuant to statute.

D. The Association may appoint representatives of the Association and shall inform the City of the names of the individuals so appointed and of any change thereafter made in such appointments. The City shall allow the representative the necessary time to process grievances during the course of the duty day, as long as it does not interfere with their regular work responsibilities.

**ARTICLE 18 - SUSPENSION, DISMISSAL AND REDUCTION IN RANK**

Suspension, dismissal and reduction in rank of employees from the Police Department shall be governed by Section 62.13 of the Wisconsin Statutes.

All newly hired permanent employees shall be considered probationary for a period of one year from their date of employment with the Merrill Police Department. Probationary employees may be discharged without recourse to the grievance procedure.

Continued employment beyond the probationary period above noted is hereby defined as evidence of satisfactory completion of probation.

A permanent employee is hereby defined as a person hired to fill a full time position in the Table of Organization. The seniority of a permanent employee who has satisfactorily completed probation shall date from their date of employment.

Proper records indicating status of the officer shall be maintained. Seniority shall be established for each officer, and shall consist of the total calendar time elapsed since the date of their employment. Seniority rights terminate upon discharge, resignation or retirement.

#### **ARTICLE 19 - DEFENSE OF OFFICERS BY THE CITY ATTORNEY**

The City or its authorized agent shall defend actions brought against any officer growing out of any acts done in the course of his/her employment or out of any alleged breach of duty as such officer.

Any judgment obtained against such officer shall be paid by the City, provided the officer acted in good faith.

#### **ARTICLE 20 - AMENDMENT PROVISION**

This Agreement is subject to amendment, alteration or addition only by a subsequent written agreement between and executed by the City and the Association where mutually agreeable.

The waiver of any breach, term or condition of the agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

#### **ARTICLE 21- SAVINGS CLAUSE**

If any Article or Section of this Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such or be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such Article or Section.

## **ARTICLE 22 - NO OTHER AGREEMENT**

The employer agrees not to enter into any other Agreement, written or verbal, with any individual covered by the agreement, individually or collectively, which in any way conflicts with the provisions of this agreement. This does not prohibit the signed parties from engaging in side letters of agreement which supplement this parent agreement.

## **ARTICLE 23 - CHANGES IN THE TERMS OF THIS AGREEMENT**

If either party desires to negotiate any changes in this Agreement to become effective after the end of the term of this Agreement or any extension thereof, it shall notify the other party in writing of its desire to enter into such negotiations, on or before July 1, 2028 following such notification and specifically within the next 120 days, the parties hereto shall meet and engage in negotiations.

## **ARTICLE 24 - TERM OF AGREEMENT**

This Agreement shall become effective as of January 1, 2026, and remain in full force and effect to and including December 31, 2028 and shall renew itself for additional one year periods thereafter unless either party pursuant to Article 23 has notified the other party in writing that it desires to alter or amend this Agreement at the end of the contract period.

It is agreed by and between the parties that the terms and conditions of the Employment Agreement as contained herein shall be binding on both parties. The Agreement may be reopened by mutual agreement of the parties hereto.

## **ARTICLE 25 - GENDER**

Any and all references to the genders of "he" or "she" in this contract or the reference to "employee" shall be synonymous with the term of the police officer.

**ARTICLE 26 - UNION DUES DEDUCTION** DUES DEDUCTION: The Employer agrees to deduct monthly dues in the amount certified by the WPPA/LEER from pay of employees who individually sign a dues deduction authorization form supplied by the WPPA/LEER. In addition, the Local Association may authorize local dues which shall be deducted in conjunction with the WPPA/LEER dues. The Employer shall deduct the combined monthly dues amount equally divided on a pay period basis 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, after each of the applicable pay periods in one lump sum 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 either the WPPA or local Association Constitution and By-Laws. No employee shall be denied membership because of race, color, creed, sex, or any other protected class as defined by law.

#### **ARTICLE 27 – SCHEDULING**

Officers requesting time off shall enter their request utilizing the scheduling system. Likewise, timely review and the approval or denial will also be made utilizing the scheduling system. The City agrees that once a request for time off has been granted, said time off cannot be canceled unless said cancellation is done at least fourteen days prior to the scheduled time off.

After the vacation selection process is complete, any subsequent time off requests shall be either approved or denied within seven days of receipt, based upon the known staffing needs at that time. Once approved, those days will be entered on the twelve-month work schedule. Likewise, any time off requests made with less than fourteen days' notice (i.e. short notice) shall be made utilizing the scheduling system, these requests will be addressed by a supervisor as soon as practical and based upon the known staffing needs at the time of the request.

Partial blocks of time off (less than a full shift) will be scheduled consistent with the known staffing needs at the time of the request, subject to the following conditions. Partial blocks of time off cannot be cancelled unless the cancellation is done at least fourteen days prior to the scheduled time off. Additionally, the Officer may be offered the ability to rescind the time off.

If when honoring partial blocks of time-off results in overtime, for that time off request or any concurrent shortage, that shortage shall be filled by the overtime selection process described in article 6. If that overtime is unfilled by union patrol officers the partial block of time off may be cancelled. Partial blocks of time off cancelled with less than fourteen days of notice shall result in two hours of call time being paid to the employee.

Officers will be given at least fourteen-day notice prior to any type of mandatory shift change, except in an emergency. Any officer whose scheduled shift is changed without the minimum fourteen-day notice will receive 2 hours of call time pay. In addition, the City will not change an officer's shift to allow for the purpose of granting time off. This shall not apply to voluntary switches among the officers.

## **ARTICLE 28 – STAFFING**

In consideration of implementation of combined dispatch service between the City of Merrill and Lincoln County, the Chief of Police, Administrative Captain, Investigative Lieutenant, and Investigator(s) will not count toward patrol minimum staffing requirements.

Nothing in this Agreement constitutes the establishment of a minimum staffing requirement for the Police Department and any decision regarding the filling of vacancy on a shift shall be determined by the Police Chief or designee for each specific shift, in accordance with the collective bargaining agreement.

Despite the language in Article 3 of this agreement, there shall be no layoffs during the term of this contract and the City shall maintain current staffing levels during this contract term.

### **DETECTIVES:**

Any Patrol Officer assigned as a Detective shall be paid at the Detective rate of pay. Detectives are assigned following a selection process and formal assignment by the Chief of Police to the Detective position. While assigned as a Detective, the Officer will continue to earn seniority as a Patrol Officer. However, during the assignment period, and as it relates to Article 6 - Overtime Selection, the Detective position will be recognized as a Detective. The Officer filling the Detective position is eligible to apply for any vacancies that occur during the time the Officer is acting as the Detective. Should the Officer be awarded another position, the filling of the Detective position shall be consistent with this provision. Upon the termination of the assignment the Detective will voluntarily return to his/her previous position and pay, which will be not be recognized as a demotion or layoff. A detective may be removed from the assignment for legitimate reasons articulated by the Chief of Police. Legitimate reasons may include but are not limited to: removal for cause, reassignment due to a restructuring of the department, reassignment request by the detective. The Detective position shall be an assignment for the employee(s) selected to the position after 01/01/2024. The Detective assignment shall be for a period of 5 years. Detectives are not limited to the number of 5 year assignment terms and may reapply for the assignment.

### **SCHOOL RESOURCE OFFICERS:**

1. The School Resources Officers are assigned by the Chief of Police for a period of 3 years. School Resources Officers are not limited to the number of 3 year assignment periods and may reapply for the assignment. While assigned as a School Resource Officer, the Officer will continue to earn seniority as a Patrol Officer.
2. Upon termination of the assignment period or upon voluntary termination of the assignment, the School Resource Officer will voluntarily return to their seniority

position in patrol, unless selected for another available position. Termination of the assignment is not considered a demotion or layoff.

3. A School Resource Officer may be removed from the assignment for legitimate reasons articulated by the Chief of Police. Legitimate reasons may include but are not limited to: removal for cause, reassignment due to restructuring of the department, restructuring of the department due to staffing needs, reassignment request by the SRO.
4. The School Resource Officers (SRO's) are recognized as a dedicated resource to the school district when school is in session. During the recognized school year, the SRO(s) will not count toward patrol minimum staffing requirements. Outside of the school year and outside of school-related responsibilities, the SRO will count as patrol minimum staffing only when assigned to Patrol. One SRO may be assigned to the Detective Bureau outside of the school year.
5. The School Resource Officer position(s) are largely funded by the Merrill Area Public Schools school district. Both parties recognize the unlikelihood of the City of Merrill to maintain funding for those positions should the agreement with the school district ever be cancelled. Accordingly, the School Resource Officer positions are exempted from the no-layoff clause in article 28 of the Collective Bargaining Agreement. In that instance, the assignments would be terminated and up to 2 layoffs may commence according to officer seniority, starting with the least senior sworn personnel

#### **ARTICLE 29 - PROMOTIONS**

A promoted officer is required to complete a trial period of one (1) year, during which time the officer shall receive pay compatible with that of the promoted position. If the officer is not retained in the new position or if the officer does not wish to remain in said position, the officer may return to his/her former position at the former rate without loss of previous rights.

#### **ARTICLE 30- PEHP PLAN**

The City of Merrill agrees to participation the Life Insurance and Health Plan for Collectively Bargained Public Employee (variable employee benefit agreement - "Plan"); the City will contribute the following into each bargaining unit employee's account:

\$37.00 Per Pay Period, plus an additional annual contribution of \$370.

**ARTICLE 31 – LATERAL TRANSFERS**

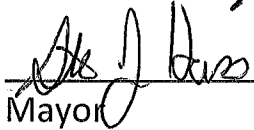
Police Officers hired after January 1, 2020 who possess substantially similar full-time experience may be eligible for lateral transfer benefits, as determined by the Chief of Police. Credit for prior years of service will only be applied to the pay structure as referenced in Appendix A and the vacation accrual structure as determined by Article 8. No other benefits, especially a seniority advantage, may be granted with lateral transfer benefits. Officers receiving lateral transfer benefits may be given credit up to and for no more than 7 years of substantially similar full-time experience. In the case of existing employees, lateral transfer benefits shall never be retroactively paid for periods of time already lapsed. For each year of continued service, the lateral entry officer shall progress within the pay and vacation schedule at the advanced rate, whenever applicable.

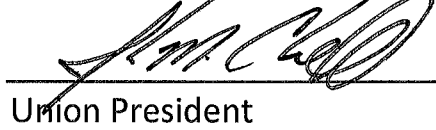
**CITY OF MERRILL**

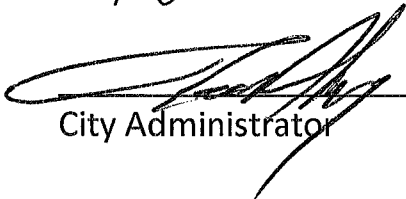
**MERRILL PROFESSIONAL POLICE ASSOCIATION**

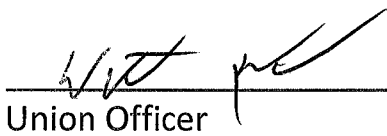
Dated: 1-14-2026

Dated: 1-23-26

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Union President

  
\_\_\_\_\_  
City Administrator

  
\_\_\_\_\_  
Union Officer

\_\_\_\_\_  
WPPA/LEER Representative

## Appendix A

Appendix A of the prior Labor Agreement shall be amended to reflect the following increase for Police Officer, Police Officer 1, Police Officer 2, Investigator and SRO. The hourly wage is based on 2080 hours

<u>Effective December 15, 2025 – 3.0%</u>	<u>Annual</u>	<u>Hourly</u>
Police Officer	\$72,688.27	\$34.946
Police Officer 1 – After four (4) years of service	\$74,719.33	\$35.923
Police Officer 2 – After seven (7) years of service	\$77,162.53	\$37.097
Detective	\$81,254.95	\$39.065
SRO	\$79,282.01	\$38.116
 <u>Effective December 14, 2026 – 3.0%</u>		
Police Officer	\$74,868.92	\$35.995
Police Officer 1 – After four (4) years of service	\$76,960.91	\$37.000
Police Officer 2 – After seven (7) years of service	\$79,477.41	\$38.210
Detective	\$83,692.60	\$40.237
SRO	\$81,660.48	\$39.260
 <u>Effective December 27, 2027 – 4.0%</u>		
Police Officer	\$77,863.68	\$37.434
Police Officer 1 – After four (4) years of service	\$80,039.35	\$38.480
Police Officer 2 – After seven (7) years of service	\$82,656.50	\$39.739
Detective	\$87,040.30	\$41.846
SRO	\$84,926.89	\$40.830

Entry level pay schedules for all officers hired by the City of Merrill shall be as follows:

Probationary Police officers will receive 100% of the police officer's rate.

- A. The City shall make every reasonable effort to keep certification courses available for all officers.



**Appendix B**

**MPPA seniority list**

<b>Employee</b>	<b>Rank</b>	<b>Date of Hire</b>
<b>Patrol Officers</b>		
Brad J. Becker	1	6/3/1996
Joshua W. McCaskill	2	8/22/2011
Bryan Allen	3	1/29/2021
John Stubbe	4	1/24/2022
Trevor Asmundsen	5	8/8/2022
Brandon Lor	6	8/8/2022
Alex Shimanski	7	12/21/2023
Dawson Zibton	8	7/22/2024
Zachary Iribarren	9	10/28/2024
Emily Treglowne	10	6/11/2025
Ben Smith	11	6/11/2025
Boe Nienow	12	7/2/2025
Kailey Schmoll	13	12/22/2025
<b>Investigators</b>		
Wyatt Pufall	1	4/24/2017
<b>SRO's</b>		
Nicole Cimino	1	7/11/2005
Jonathan Sass	2	1/31/2022

## Appendix C

### **City of Merrill Police Canine (K9) Program**

1. The City shall be responsible for expenses related to its dog's care and maintenance, as deemed necessary by the City, e.g., outdoor pen, kennel, training supplies, as well as all required licenses, immunizations and medical visits. The immunizations and medical visits shall be provided by the City chosen veterinarian with prior approval, absent exigent circumstances. Decisions regarding the medical treatment for the canine will be made by the City.
2. The Canine Assisted Police Officer (K-9 Officer) agrees to perform daily care of the police dog. Dog care includes but is not limited to, training, exercise, feeding, grooming, cleaning the assigned vehicle, cleaning the kennel, and kennel upkeep. In return for these efforts, the K-9 officer shall be compensated as follows:
  - a. Receive one (1) hour release time, (this includes compensation for off days) which means work eleven (11) hours as opposed to the normal twelve (12) scheduled shift without loss of pay, which shall act as compensation to the officer for time spent on "dog care" during his/her actual days of work, days off, and benefit days (vacation, personal, holiday, sick). Benefit time when used will be tracked normally as an eleven (11) hour deduction.
  - b. Additional hours outside of the normal workday spent in extraordinary care of the canine must receive prior supervisory approval and will be paid under Article 6 - SALARIES of the Labor Agreement. The one-half (1/2) hour per day of compensation shall be paid for all applicable days minus any days that the dog is kenneled at the City's expense.
3. Employees assigned as canine handlers will not receive compensation for commuting to work, either under normal circumstances or those associated with recall.
4. Employees selected as canine handlers must make a five (5) year commitment with the understanding that the actual length of assignment may be influenced by the service life of the dog. The Chief of Police may reduce this time at his/her discretion.
5. Canine handlers will be provided with an appropriately equipped canine take home vehicle. Reasonable exceptions will be recognized, i.e. disabled vehicle, a vehicle in temporary disrepair, or the inability to provide/source a vehicle and appropriate accessories.
6. The K-9 Officer(s) shall make shift selections in accordance with Article 9 of the Collective Bargaining Agreement.

7. K-9 Officer(s) maybe held over one (1) hour to accommodate shift coverage shortages prior to the provisions of Article 6 – SALARIES, Section – OVERTIME SELECTION taking effect.  
In such cases the K-9 Officer will be compensated at their overtime rate of pay.
8. An employee assigned as a canine handler will be required to carry a department issued cellular phone off-duty hours, unless there is prior approval from his or her supervisor.
9. If an employee or the dog is unable to perform in their respective capacities because of circumstances that remove them from work, e.g., illness or injury, the department reserves the right to terminate the assignment or reassign the dog to another handler. The one-half (1/2) hour of compensation awarded for care and maintenance of the canine will not apply if the handler's dog is reassigned. The compensation will be awarded to the person to whom the dog is assigned.
10. When the dog's service life as has been exhausted, the employee assigned as the canine handler at that time shall be allowed to purchase the dog for one (1) dollar. The final determination of a dog's useful service life shall be made by the Chief of Police or his/her designee. In the event ownership of the canine is transferred to the handler, all the City's responsibility for the dog shall cease.
11. The cost of kenneling services necessary to accommodate an employee's absence associated with paid time off, of one (1) work week or more will be borne by the City. Kenneling services necessitated by time off less than one week shall be at the expense of the handler. The City reserves the right to select the vendor who will provide kenneling services to their respective police canines. All kenneling services must receive prior approval. The officer may allow another person to provide home care for the dog instead of a kennel only if the person is approved by the Chief of Police.
12. The canine is the property of the City. The City will carry proper insurance coverage and indemnify the canine handler from liability resulting from the proper performance of job duties.
13. This Agreement expires at the end of the collective bargaining agreement in effect January 1,-2026 through December 31,2028.
14. This Agreement shall be non-precedential for any and all purposes.
15. This agreement becomes effective on execution by the parties.

**ARTICLE 31 – LATERAL TRANSFERS**

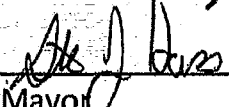
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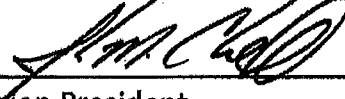
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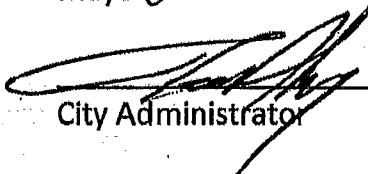
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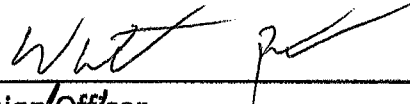
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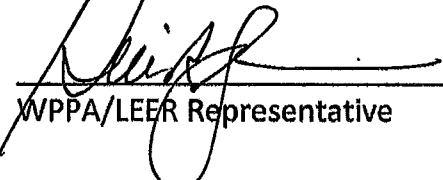
Dated: 1-23-26

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Union President

  
\_\_\_\_\_  
City Administrator

  
\_\_\_\_\_  
Union Officer

  
\_\_\_\_\_  
WPPA/LEER Representative 1/23/26