

**AGREEMENT BETWEEN THE
CITY OF MERRILL
AND THE
MERRILL PROFESSIONAL POLICE ASSOCIATION
2022-2023**

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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, thereinafter 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 15-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 18 years of service, he/she will receive 8 additional hours of Kelly time, for a total of 24 hours after 18 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 18 years of service, he/she will receive 48 hours of Kelly time for a total of 48 hours after 18 years. All Kelly time shall be used with the calendar year received.

Officers will be entitled to a 30 minute lunch break and two 15 minute breaks during their 12 hour shift. 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.

NIGHT 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 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 \$880.00 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 84 hours of compensatory time with a maximum of 48 hours paid out by December 15th. In addition, a maximum of 48 hours may be carried over into the following year.

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 or Patrol Captain may be offered to Patrol Lieutenants/Patrol Captains 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 an Officer in Charge, 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/Patrol Captains 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 1st 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 1st of each year. The two vacation selection rounds shall be completed as soon as practical by the employees, but no later than January 1st of the following year.

Officers shall be allowed to select single vacation days, subject to the following rule; Vacation selections in blocks of multiple consecutive days will have precedence over selections of lesser consecutive days. 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 1st 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 1st 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 up to a maximum of \$540.00 at 18 years of service.

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 Personnel Director 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 10th 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 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 time off.

ARTICLE 13 – INSURANCE

HEALTH INSURANCE:

For 2020, Officers shall pay 11.00% of the health insurance premiums as an employee contribution. For 2021, effective December 24, 2020, 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 2nd 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.

In-House Training The City, in the normal course of business, conducts in-house training of its officers. In-house training is defined as instructions given by staff employees of the City Of Merrill. The City agrees to conduct in-house training of any specific subject more than one time. That is, the City agrees to offer the training on at least two (2) separate occasions. Any officer who cannot attend the in-house training on his or her regularly scheduled hours shall receive compensation for alternating on-off hours at a rate of time and one-half for hourly pay.

Off duty officers shall receive a minimum of two hours of compensation at time and one half for any training session.

Out-of-House Training The City will pay for training anytime an employee is required to attend a class, training session or conference off City Hall premises. Officers who complete their training and the training is within 50 miles from Merrill (including travel and breaks) prior to the end of their normal work day, will be expected to complete the shift's regular total hours by one of the following methods:

1. Officers may continue to work upon their return until the time commitment is met.
2. Officers may request the amount of time not worked to be deducted from their comp/Kelly time bank.

If the training is outside of the 50 mile radius, the officer will be compensated and credited as if they worked their normal 8 or 12 hour shift, provided that the hours credited in addition to the actual hours do not count towards incurring overtime compensation.

In order to facilitate the attendance of an officer at a training session, it is permissible for the officer and administration to agree upon switching time off on a straight time basis so that overtime will not be incurred.

If an officer is assigned to attend training, and said training site is more than 50 miles from the Merrill Police Department and lodging is necessary the costs will be the responsibility of the City.

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 a Lieutenant, Captain or Chief of Police, who 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.

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, 2019 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, 2022, and remain in full force and effect to and including December 31, 2023 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 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.

Any Patrol Officer assigned as a temporary Investigator shall be paid at the Investigator rate of pay. While assigned as the temporary Investigator, the Officer will continue to earn seniority as a Patrol Officer. However, during the temporary assignment period and as it relates to Article 6 - Overtime Selection, the temporary Investigator position will be recognized as an Investigator. The Officer filling the temporary Investigator is eligible to apply for any vacancies that occur during the time the Officer is acting as the temporary Investigator. Should the Officer be awarded another position, the filling of the temporary Investigator assignment shall be consistent with this provision. Upon the termination of the assignment, for any reason and as determined by the Chief of Police, the Officer will voluntarily return to his/her previous or like position and pay, which will be not be recognized as a demotion or layoff.

The School Resource Officer (SRO) is recognized as a dedicated resource to the school district when school is in session. During the recognized school year, the SRO, in that role, 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 during their normal shift.

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. Such return shall not be considered a demotion. This Section applies to all promotions within the Police Department.

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- OFFICER DEVELOPMENT FUND

The fund balance accrued to date by each Officer shall be paid out in a special payroll in 2022. Beginning in 2022 the \$150 formerly allotted annually to each Officer in a non-lapsing account shall be paid out as part of each Officer's annual clothing allowance, plus an additional \$50 per year, for a total addition of \$200 to the annual clothing allowance.

ARTICLE 32 – 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.

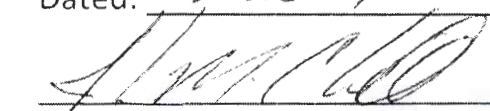
CITY OF MERRILL

MERRILL PROFESSIONAL POLICE ASSOCIATION

Dated: 12/16/2021

Dated: 12-20-21





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 20, 2021 - 1.5%</u>	<u>Annual</u>	<u>Hourly</u>
Police Officer	\$64,380.86	\$30.952
Police Officer 1 – After four (4) years of service	\$66,179.79	\$31.817
Police Officer 2 – After seven (7) years of service	\$68,343.77	\$32.858
Detective +\$.35/hr	\$70,429.01	\$33.860
SRO +\$.25 hr	\$70,221.01	\$33.760
 <u>Effective June 20,2022 - 1%</u>		
Police Officer	\$65,024.67	\$31.262
Police Officer 1 – After four (4) years of service	\$66,841.59	\$32.135
Police Officer 2 – After seven (7) years of service	\$69,027.21	\$33.186
Detective +\$.50/hr	\$72,173.30	\$34.699
SRO	\$70,923.22	\$34.098
 <u>Effective December-19, 2022 - 1%</u>		
Police Officer	\$65,674.92	\$31.574
Police Officer 1 – After four (4) years of service	\$67,510.01	\$32.457
Police Officer 2 – After seven (7) years of service	\$69,717.48	\$33.518
Detective +.25/hr	\$73,415.03	\$35.296
SRO	\$71,632.45	\$34.439
 <u>Effective June 19, 2023 - 1%</u>		
Police Officer	\$66,331.67	\$31.890
Police Officer 1 – After four (4) years of service	\$68,185.11	\$32.781
Police Officer 2 – After seven (7) years of service	\$70,414.65	\$33.853
Detective	\$74,149.18	\$35.649
SRO	\$72,348.77	\$34.783

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.
- B. There shall be one Investigator 1 position at all times. This position shall be held by promotion.

Appendix B

MPPA seniority list

Employee	Rank	Date of Hire
Patrol Officers		
Jamie A. Jaeger (SRO)	1	07/10/1995
Brad J. Becker	2	06/03/1996
Kurt J. Perra	3	07/06/1998
Dane L. Mathwich	4	02/04/2008
Melissa K.L. Tremaine	5	10/06/2008
Joshua W. McCaskill	6	08/22/2011
Robert F. Caylor	7	08/27/2012
Eric S Soberg	8	02/11/2013
Ted Helm	9	01/18/2016
Wyatt Pufall	10	04/24/2017
Riley Kurtz	11	03/30/2020
Bryan Allen	12	01/29/2021
Christina Doering	13	04/05/2021
Brandon Brost	14	06/03/2021
Detectives		
Nicole Cimino	1	07/11/2005
Matthew P. Waid	2	02/09/2009