

**RESOLUTION 2008-98**

(11-26-08)

**RESOLUTION BY THE ADMINISTRATIVE , PERSONNEL, POLICY AND LEGAL COMMITTEE AUTHORIZING A COLLECTIVE BARGAINING AGREEMENT WITH THE STURTEVANT POLICE SUPERVISORS FOR 2009 AND 2010**

WHEREAS, the Village of Sturtevant has entered into negotiations with the Sturtevant Police Supervisors in an attempt to reach a voluntary agreement for 2009 and 2010; and

WHEREAS, with the parties were unable to reach an agreement with the Sturtevant Professional Police Association after good faith bargaining but the Village believes that a contract should be imposed.

NOW THEREFORE, the Village Board of the Village of Sturtevant, Racine County, Wisconsin does hereby resolve:

1. That the imposition of a collective bargaining agreement for the Sturtevant Police Supervisors for the years 2009 and 2010 as set forth in Exhibit A which is attached hereto and incorporated herein is authorized and approved.
2. That the Village President and the Village Clerk are authorized to sign any agreements or other documents necessary to carry out the intent of this resolution.

Adopted by the Village Board of the Village of Sturtevant, Racine County, Wisconsin, this 2<sup>nd</sup> day of December, 2008.

Village of Sturtevant

By \_\_\_\_\_  
Steven Jansen, President

Attest \_\_\_\_\_  
Mary Hanstad, Village Clerk

Exhibit A

2009-2010

AGREEMENT

Between

THE VILLAGE OF STURTEVANT

and the

STURTEVANT POLICE SUPERVISORS

(12-01-08)

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## **RECOGNITION**

The Village of Sturtevant recognizes the Village of Sturtevant Supervisory Law Enforcement Association as the sole and exclusive bargaining representative for Captains of the Village of Sturtevant Police Department.

## **NON-DISCRIMINATION**

- 1) Neither party to this agreement, nor its membership, will discriminate against or interfere with any employee on account of membership or non-membership in any labor organization.
- 2) Both parties hereto agree that there shall be no discrimination with respect to any employee because of race, religion, color, sex national origin, marital status, sexual orientation, age or other classifications contained in the Wisconsin Fair Employment Act.

## **MANAGEMENT RIGHTS**

Except as otherwise provided herein, the management of the operations and the direction of the working forces, including the right to hire and the right to suspend, discipline or discharge for cause, and the right to transfer, promote employees, the right to establish and make effective reasonable rules of conduct and the assignment of employees to a job, is vested in the Village, together with all other functions of management, with the understanding that such rights of management will not be used for the purpose of discrimination against any employee.

## **WAGES**

1. Effective January 1, 2009, the following wage schedule for 2009-2010 for captains based on years of experience as a captain with the Sturtevant Police Department shall be effective:

First Year	\$51,610
Second Year	\$53,158
Third Year	\$54,753
Fourth Year	\$56,396
Fifth Year	\$60,525.83

Other than in reference to wages, reference to years of service in other sections of this contract shall refer to years as a law enforcement officer with the Village of Sturtevant.

## **SEVERABILITY**

If any provisions of this Agreement shall be held invalid due to existing, future federal, or state legislation, the remainder of the Agreement shall not be affected thereby.

## **DURATION**

This Agreement shall become effective on January 1, 2009, and shall remain in effect through December 31, 2010, and shall continue in effect from year to year thereafter unless either party gives written notice to the other party indicating a desire to terminate or amend the Agreement. Such written notice shall be given no later than August 1 prior to said expiration date or any annual anniversary thereof. Such a time period can be extended by mutual agreement of the parties.

## **GRIEVANCE PROCEDURE**

- 1) A grievance is a claim which alleges that one or more provisions of this Agreement or an established rule or policy has been incorrectly interpreted and applied.
- 2) The Village or its designee may prepare departmental rules for the general administration and efficient operation of the Department. Supervisory law enforcement officers are required to conduct themselves in accord with such rules.

- 3) Supervisory law enforcement officer who violate these rules, or any other commonly accepted rule of conduct, are subject to disciplinary action or discharge
- 4) No employee within the bargaining unit shall be disciplined or discharged except for cause.
- 5) Non-disciplinary grievances will be subject to the grievance procedure available to non-represented employees.
- 6) Disciplinary grievances will be subject to the hearing procedure established by the Village wherein an independent hearing officer hired by the Village (in lieu of a police and fire commission) will conduct a hearing and render a decision which is then subject to judicial review.

#### **HOLIDAYS AND ADDITIONAL DAYS OFF**

- 1) The following days shall be designated as holidays:

- New Year's Day
- Spring Break (Friday prior to Easter)
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- The day following Thanksgiving Day
- The day before Christmas Day
- Christmas Day
- The day before New Year's Day
- One floating holiday

- 2) These holidays shall be taken at the time determined by the Director of Public Safety or his designee.
- 3) No holidays may be carried over to the following year. If any holiday cannot be taken during the current year, the Police Supervisors shall receive such holiday pay on the 31<sup>st</sup> day of December of said year, or as soon as reasonable thereafter, subject to approval of the Director of Public Safety. Holiday pay shall be at the regular compensation rate of the Police

Supervisor. Upon death or retirement or resignation, any unused earned holidays shall be paid to the Police Supervisor's surviving spouse or his/her estate.

## **CLOTHING ALLOWANCE**

- 1) The Police Supervisor shall be entitled to a uniform allowance of \$400.00 annually, payable on January 1, or as soon as possible thereafter. The above allowance shall be prorated at time of termination.
- 2) The Police Supervisor shall be reimbursed the cost of clothing and/or equipment that is damaged while acting in the line of duty, subject to the replacement value as determined by the Director of Public Safety.

## **VACATIONS**

- 1) The Police Supervisor is granted the following paid vacation:
  - a) Two (2) weeks after one (1) year of service.
  - b) After five (5) years of service, one (1) additional day for each year of service from six (6) to eighteen (18) years of service.
  - c) After twenty (20) years of service, twenty-five (25) days.
- 2) Vacations shall be computed based upon the last date of hire with the Sturtevant Police Department.
- 3) If the Police Supervisor is separated from the Municipality's service for any reason, except discharge, in addition to his/her vacation based on the proceeding year, he/she shall be entitled to prorated vacation for the year of separation from the Municipality's service in proportion to the number of full months employed during the year of separation.
- 4) Vacation allowance shall not be accumulated from year to year.
- 5) In case of death, unused vacation shall be payable to the surviving spouse or the estate.

- 6) The Police Supervisor shall have the option to surrender vacation for pay with approval from the Director of Public Safety limited to the following:
  - a) The Police Supervisor must take a minimum of one (1) week vacation per calendar year, and if any vacation time is surrendered, it shall be in units of one (1) day.
  - b) Payment for vacation not taken throughout the course of the year shall be made during the month of December at the second regular Board meeting of the Municipality.
  - c) Payment for vacation not taken shall be at the rate of straight time.
  - d) Notification of unused vacation days must be given in writing to the Director of Public Safety by November 1<sup>st</sup> of each year.
- 7) The scheduling of vacations shall be at the discretion of the Director of Public Safety or his designee.

## **SICK LEAVE**

- 1) The Police Supervisor shall be granted twelve (12) eight (8) hour days sick and /or injury leave not compensated by Worker's Compensation, for each twelve (12) months of service, cumulative from commencement of service, with the Sturtevant Police Department, up to a maximum of one hundred sixty-five (165) days.
- 2) Injury leaves compensated by Worker's Compensation shall not dissipate unexpended sick and/or injury leave, unless the Police Supervisor shall also collect sick leave pay.
- 3) If the Police Supervisor is injured during the course of his/her employment (on the job), and if said injury is finally determined to be compensable under Wisconsin Worker's Compensation Law, the Municipality will continue to pay the Police Supervisor's full wage

for such period as he/she is determined to be entitled to Worker's Compensation or twelve (12) months, whichever is shorter. In computing the payments due from the Municipality hereunder, the Municipality shall be credited with the following payment to the Police Supervisor:

- a) All Worker's Compensation payments, exclusive of payments for medical expenses;
  - b) All disability insurance payments payable under any insurance policy or policies carried by the Municipality; and
  - c) Any other payments by law chargeable to the Municipality or its account or account due to the injury or disability of such Police Supervisor, provided however, in no event shall the credit reduce the liability below zero.
- 4) If the Police Supervisor reaches the point of maximum recovery, but is unable to return to work during such twelve (12) month period, he/she shall receive his/her regular salary for such twelve (12) month period or until he/she qualifies for and receives a disability pension under the Municipality's disability plan, whichever is shorter.
- 5) The Municipality shall annually advise the Police Supervisor as to the number of accumulated sick/injury leave days he/she has.
- 6) Upon death, retirement, resignation, or when the Police Supervisor becomes disabled, he/she, his/her spouse or estate shall be paid \$50 per day for his/her accumulated sick leave up, to a maximum of two hundred (200) days.
- 7) If the Police Supervisor is absent from work for three (3) or more consecutive days because of health or accident reasons (including sick leave), he/she shall as a condition of returning to work, obtain at his/her own cost and time, a doctor's statement attesting to his/her illness

and/or problem and to his/her present fitness upon the request of the Director of Public Safety.

## **FUNERAL LEAVE**

- 1) In the event of a death in the immediate family of a Police Supervisor, such employee shall be paid for the time lost from scheduled work as provided in (a) and (b) below. It is agreed that an employee may be required to furnish verification of the death, date of funeral and relationship of the deceased.
  - a) Three (3) consecutive work days for employee's spouse, parent and/or child(ren), brother, brother-in-law, sister, sister-in-law, mother-in-law, father-in-law, step-parent, step-child, grandparent, grandchild, or other members of the immediate household.
  - b) In the event of a death which will require "extensive" travel by the employee, the Director of Public Safety, Administrator may grant up to two (2) additional leave days.
- 2) In the event of the death of an employee's uncle, aunt, niece or nephew, one (1) day paid leave shall be granted.

## **JURY DUTY**

- 1) A Police Supervisor called for jury duty shall receive his/her regular salary for such time, provided he/she shall deposit any compensation he/she received for jury duty with the Village Treasurer and receive a receipt for said deposit.
- 2) A Police Supervisor called as a witness due to circumstances related to his/her work shall be paid overtime to appear as a witness, if this time is in addition to the Police Supervisor's regular hours; provided however, that said employee shall deposit any witness fees received to the Director of Public Safety; and further provided, that such payment shall not apply as to

hearings involving employee wrongdoing by such employee. Fees received for jury or witness duty when received for time spent outside scheduled work time, may be retained by the employee.

- 3) When jury or witness duty is completed, the employee shall return to work.

### **DEFERRED ADDITIONAL COMPENSATION**

- 1) The Municipality agrees to pay deferred additional compensation for the account of the Police Supervisor on the terms and conditions set forth in this Article. Such deferred additional compensation shall be in recognition of the Police Supervisor's prior years of service to the Municipality and as an inducement to the Police Supervisor's continued service during the term of this Agreement.
- 2) During the term of this Agreement, each month the Municipality shall pay the following amount of the gross income to the State of Wisconsin Deferred Compensation Plan (hereinafter referred to as the "Plan") for the account of the Police Supervisor as of the first day of the month;
  - (a) 0 to 5 years of employment - 9.0% of gross income
  - (b) Over 5 years of employment - 11.5% of gross income
  - (c) Over 10 years of employment - 14.0% of gross income
  - (d) Over 15 years of employment - 16.0% of gross income
- 3) Such sums shall be held by and invested under the Plan and shall be disbursed in accord with the terms of the Plan. The rights of the Police Supervisor and the Municipality with respect to such funds paid into the Plan shall be determined in accord with the terms and conditions of said Plan.

## **EDUCATIONAL INCENTIVE PAY**

An educational incentive pay of \$0.50 per month for each credit earned towards an Associate or Bachelor Degree in either Police Science or Criminal Justice shall be paid to the Police Supervisor, if he/she has earned a minimum of 64 credits. The maximum number of credits for which payment shall be made is 128 credits. In order to receive such incentive pay, the Police Supervisor must furnish a copy of his/her transcript to the Director of Public Safety. The transcript shall be reviewed before granting incentive pay. Payment will be made the last pay period of each month.

## **TUITION REIMBURSEMENT**

- 1) Reimbursement for tuition and course materials (including books) shall be made by the Municipality for courses in law enforcement and other related courses as herein provided.
- 2) Reimbursement shall be made only where payment is not made by some other governmental or public agency and the course has been satisfactorily completed.
- 3) All schooling must be approved by the Director of Public Safety prior to enrollment.
- 4) Required courses shall be reimbursed at a total cost (100%) of the cost of tuition and course materials.
- 5) Non-required job related courses shall be reimbursed at a total of eighty percent (80%) of the cost of the tuition and course materials.
- 6) The Municipality agrees to apply the above towards one (1) degree not to exceed a four (4) year degree.
- 7) Employees who are hired with a degree shall be entitled to obtain one (1) additional degree under the above terms.

## **RESIDENCY**

- 1) The Police Supervisor shall live in the area within and around the Village of Sturtevant bounded as follows: 10 Miles radius of the Village Hall.
- 2) When the State of Wisconsin passes legislation making such residency requirements unlawful, this article shall be void and eliminated from this Agreement automatically.

## **HOURS OF WORK**

The normal hours of work for the Police Supervisors shall be as hereinafter set forth:

- (a) The normal workday should consist of eight (8) hours.
- (b) The normal workweek should consist of forty (40) hours.
- (c) The schedule of hours of police supervisors shall be determined and/or modified at the discretion of the Director of Public Safety.

## **INSURANCE BENEFITS**

- 1) The Municipality agrees to provide health insurance benefits. Employees contribute \$50 per month toward the monthly premium. Effective December 31, 2008, employees will pay 7.5% of the monthly premium. The Police Supervisors will be eligible to participate in the IRS 125 and/or 129 “cafeteria” program of the Village.
- 2) Police Supervisors electing retirement at ages 53 through 56 will receive an amount equivalent to 75% of the monthly insurance premium for the class of insurance which the employee is eligible to receive through age 65.
- 3) Police Supervisors who retire from the Municipality between the ages of 57 and 65, with twenty years of service with the Municipality, will be eligible to receive the type of health insurance benefits they were receiving at the time of their retirement (single/family) until they are 65 years old at the same percentage contribution that the employee was paying at the

time of retirement. The Municipality shall make a good faith effort to purchase insurance of a similar nature as to that they received at the time of retirement. If the Village is not able to reasonably purchase those benefits, the Village will purchase available benefits through the state uninsurable pool.

- 4) Effective March 2006, if an employee waives health insurance coverage during the open enrollment period, the employee will receive a \$500 lump sum payment if the employee would have been eligible for single coverage, and a \$1,000 lump sum payment if the employee would have been eligible for employee plus spouse or family coverage. If during the year following the waiver of insurance, the employee suffers a catastrophic change allowing him/her to change insurance status and opts to take insurance, the employee will be obligated to repay the lump sum, on a pro-rated basis.
- 5) The Village shall provide disability insurance of \$300.00 per week for loss of time over fifty-two (52) weeks and AD&D, beginning January 1, 2008, the disability benefit will be increased to \$400 per week. The full cost of it is to be paid by the Municipality over the life of the Agreement.
- 6) If the Police Supervisor is injured on the job, the Municipality shall continue to pay the health, disability and AD&D contributions until he/she returns to work or for twelve (12) months, whichever is shorter.
- 7) If the Police Supervisor is absent because of illness or off the job injury and notifies the Municipality of such illness or injury, the Municipality shall continue to make the health, disability and AD&D contributions for twelve (12) months or until he/she returns to work, whichever is shorter.

- 8) The Municipality shall have the right to change to another insurer or insurers to provide such insurance in lieu of the above insurance, provided, however, that the coverage under any such insurance is substantially equivalent to the insurance plan provided herein.
- 9) Combination of departments/merger – If the Village combines police services with another municipality, each employee that is not offered a job with the new provider shall be paid a severance payment equivalent to six (6) months pay.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

Village of Sturtevant \_\_\_\_\_  
\_\_\_\_\_

Sturtevant Police Supervisors \_\_\_\_\_