



# POLICY & PROCEDURE

## STURGEON BAY POLICE DEPARTMENT

SUBJECT: **COMPENSATION, BENEFITS, AND  
CONDITIONS OF WORK**

NUMBER: 2.04

ISSUED: 06/29/2020

EFFECTIVE: 06/29/2020

SCOPE: All Department Personnel  
DISTRIBUTION: Policy & Procedure Manual

RESCINDS

AMENDS

REFERENCE: Current Labor Contracts

WILEAG 5<sup>TH</sup> EDITION

STANDARDS: 2.4.1, 2.4.2, 2.4.3

INDEX AS: Benefits of Work  
Compensation  
Insurance Benefits  
Leave Policies  
Overtime  
Retirement Benefits  
Seniority  
Special Assignments  
Work Schedule

**PURPOSE:** The purpose of this Policy & Procedure is to codify and promulgate the Sturgeon Bay Police Department's personnel provisions in the area of compensation; the Department's leave programs to include administrative leave, sick leave, holiday leave, and vacation leave; and leave for serious health and certain family matters as required by federal law.

This Policy & Procedure consists of the following numbered sections:

- I. POLICY
- II. DEFINITIONS
- III. COMPENSATION

#### IV. LEAVE PROGRAM

#### V. INSURANCE AND RETIREMENT

#### VI. WORK SCHEDULE

#### VII. OVERTIME

### I. POLICY

- A. It is the policy of the Sturgeon Bay Police Department to provide compensation, and benefits as well as conditions of work. It is also necessary to provide adequate staffing to carry out its goals, therefore limitations on the use of leave and the procedures for application and approval are included.

### II. DEFINITIONS

- A. **ELIGIBLE EMPLOYEE:** An employee who has worked for this agency for at least 12 months and who has worked at least 1,250 hours during the 12-month period preceding the date upon which leave is to begin.
- B. **SPOUSE:** A husband or wife as defined or recognized by state law for purposes of marriage, including common-law marriages where recognized by law.
- C. **CHILD:** This includes adopted children, foster children, step-children, legal wards and anyone for whom the employee stood in loco parentis.
- D. **PARENT:** This includes biological parents as well as an individual who stands or stood in loco parentis to an employee when the employee was a child.
- E. **SERIOUS HEALTH CONDITION:** Any illness, injury, impairment, or physical or mental condition that involves:
  - 1. Any period of incapacity or treatment in connection with or consequent to inpatient care in a hospital, hospice or residential medical care facility;
  - 2. Any period of incapacity requiring absence from work, school or other regular daily activities, of more than three calendar days, that also involves continuing treatment by a health-care provider;
  - 3. Continuing treatment by a health-care provider for a chronic or long-term health condition that is incurable or so serious that if not treated, would likely result in a period of incapacity of more than three calendar days; or

#### 4. PRE-NATAL CARE

### III. COMPENSATION

#### A. Elements of the salary program

1. Union employees' salary is set by the respective labor contracts.
2. Non-represented employee's salary is set by the Common Council according to the Administrative salary plan.

#### B. Entry-level salary

1. Entry-level salary for all probationary employees shall be consistent with the current labor agreements and the Administrative salary plan.

#### C. Salary differential within ranks:

1. Salary differential within ranks shall be consistent with the Administrative salary plan and current labor agreement(s).

#### D. Salary differential between ranks:

1. Salary differential between ranks shall be consistent with the Administrative salary plan and current labor agreement.

#### E. Special skills salary:

1. Salary levels for all special skills shall be consistent with the current labor agreements and the Administrative salary plan.

#### F. Use of Compensatory Time:

1. Accumulation of compensatory time is subject to Chief's discretion with a maximum cap of 48 hours.
2. Compensatory time off is treated similar to vacation time off requests and is subject to the approval of the employee's supervisor. Requests for use will be in written form. Honoring time off requests is based on the date of submission NOT by the type of time to be used such as comp. or vacation day.
3. The logging of compensatory time is voluntary and in lieu of overtime payment.
4. Compensatory time will not be anticipated. Employees requesting the use of compensatory time must have the required number of hours on the date of the request for time off.

#### G. Salary augmentation:

1. Salary augmentation for union employees shall be consistent with the current labor agreement.
2. Salary augmentation for non-union employees shall be consistent with the Personnel Policy and the Fair Labor Standards Act.

#### IV. LEAVE PROGRAM

##### A. Administrative leave:

1. Administrative leave for all union employees shall be consistent with current labor agreements, applicable Wisconsin State Statutes, Federal Laws, and applicable sections of the personnel policy.
2. Administrative leave for all non-union employees shall be consistent with all applicable Wisconsin State Statutes and the personnel policy.
3. Administrative leave consists of bereavement, military, maternal/paternal, and other temporary leaves of absence.
  - a) Bereavement/funeral leave: see contract/agreement. Notify supervisor of leave in writing.
  - b) Military Leave: Chapter 43, Part III of Title 38 U.S. Code and by contract/agreement.
    - (1) May use comp time, vacation, or other days off.
    - (2) Notify supervisor as soon as possible in writing. Written orders, if available, should be given to their supervisor.
    - (3) Submit a Military Leave Request to supervisor.
  - c) Maternal, paternal and family emergency leave: provided by law and by contract/agreement. Notify supervisor as soon as practical in writing as to how the leave will be used: vacation, sick, etc.

##### B. Family and Medical Leave Act.

###### 1. General Provisions

- a) Leave taken under this policy does not preclude eligible personnel from taking leave provided under other local, state or federal law.

- b) Leave under FMLA is available for both eligible male and female employees.
- c) Leave taken under provisions of the FMLA is unpaid leave subject to the provisions of paragraph IV.A.7 of this policy.
- d) Leave is available to eligible employees in any of the four following instances:
  - (1) Birth of a child of the employee.
  - (2) Placement with the employee of a child for adoption or foster care.
  - (3) A serious health condition of an employee's spouse, parent or child.
  - (4) Serious health condition of the employee.
- e) Eligible employees may take up to 12 weeks of leave under this policy during any 12-month period.
- f) Husbands and wives employed by this jurisdiction may take a combined total of 12 weeks per year to care for a newborn or newly placed child. This combined leave of employed parents is limited to 12 work weeks in a 12-month period for the birth, adoption or foster care placement of their child even if they are not married. They may also take up to 12 weeks each to care for a sick child or each other.
- g) Employees may elect and this agency reserves the right to require employees to first exhaust all accrued paid leave, including compensatory time, sick or medical leave, vacation time or similar accrued time, prior to taking unpaid leave under the FMLA.

Except when the leave is for the birth, adoption or foster care of a child, this agency may not require the exhaustion of sick or medical leave, but the employee and the agency may agree to such a procedure.
- h) This agency's policy on off-duty employment shall apply to personnel on FMLA leave.
- i) During the FMLA leave period, the employee shall not leave the county of his or her residence without the prior approval of the Chief of Police except for medical treatment purposes.

## 2. Notice of Need for Leave

- a) An employee shall provide 30 days' advance notice if the need for leave is foreseeable and as soon as practicable if the leave is not foreseeable.
- b) The employee shall provide a medical certificate to support requested leave that is taken for a serious health condition of the employee or the employee's family member. If the leave is for the employee's own serious health, the employee shall provide medical certification to state that the employee is unable to perform the "essential functions" of the employee's job. In addition, the employee who seeks leave for a serious health condition is also required to make a reasonable effort to schedule the treatment so as to avoid disruption to the employer's operations subject to the approval of the health provider.
- c) The medical certification shall also include the treatment prescribed by the healthcare provider and whether in-patient hospitalization is required.
- d) This agency may require the employee to obtain a medical certification from a second health-care provider at the agency's expense. If the opinion of the second health care provider differs from that of the first, this agency may require a third medical opinion at its expense.
- e) The employee and representatives of this agency shall cooperate and act in good faith in selecting any third health-care provider, and both parties shall be bound by that medical decision.

### 3. Pay and Benefits

- a) While on FMLA leave, employees will be maintained on this agency's group health insurance under the same terms as applicable while actively employed.
  - (1) During the period of leave, employees shall be responsible for the payment of any premiums for health insurance under the same terms and conditions as when actively employed.
  - (2) Employees who fail to return to work after leave is taken will be financially liable for any premiums paid by this employer for their health insurance while on leave unless (a) the employee suffers a continuation, recurrence or onset of a serious medical condition that would entitle the employee to leave under the FMLA or (b) other circumstances exist that are beyond the employee's control.
- b) Life insurance and disability insurance premiums are the responsibility of the employee while the employee is on leave.

- c) Upon returning from FMLA leave, employees will be reinstated to their original or an equivalent position with equal rank, benefits, pay and working conditions.
  - (1) Reinstatement is conditional upon certification that the employee is physically and mentally fit to return to work.
  - (2) Return to work in other than a full-duty status may be granted in accordance with provisions and conditions of this agency's light-duty policy.

#### Endnotes

- (1) By law, notice regarding leave under the Family Medical Leave Act of 1993 must be included in any employee handbook, policy manual or similar document that provides written guidance to employees regarding their rights and benefits.

Employers must also post a notice in the workplace informing employees of their FMLA rights.

- (2) The Family and Medical Leave Act of 1993 is applicable to law enforcement agencies whose employing jurisdictions have 50 or more "eligible" employees at the time in which an eligible employee requests leave.

The act provides leave for workers under certain conditions in addition to that normally provided by the employer.

- C. Other temporary leaves of absence: Requests for other leave is on a case by case basis. In writing, present reasons for leave to his/her supervisor. Approval may only be made by the Chief.

#### D. Administrative Leave

- 1. Officers may be placed on administrative leave while under administrative investigation, due to failure to meet firearms qualification or at the discretion of the Chief of Police.
- 2. Administrative Leave--Administrative Investigation Officers shall have their police powers limited and may be relieved from duty entirely or reassigned to desk duties.
- 3. Administrative Leave--Firearms

Qualification Failure to qualify after three attempts shall result in a non-disciplinary suspension of police powers. The officer shall surrender his Department issued ammunition to the Lieutenant.

#### 4. Return to Duty from Administrative Leave--Administrative Investigation

An Officer on administrative leave may not return to regular duty until directed by the Chief of Police. This decision may be based on one or more of the following: the recommendation of the Police Psychologist regarding the person's fitness for duty, the given circumstances, the status of the administrative review of the incident, or the meeting of firearms qualification standards.

Once the Chief has approved the officer's return to duty, a "Notification of Restoration of Police Powers" form shall be issued.

In all cases where a person has received a fatal or life-threatening injury as a result of a law enforcement action, the services of the Department Psychologist, Chaplain, and the Peer Support Team shall be made available to the involved Officer and his/her family. The Officer involved shall undergo a debriefing with members of the Peer Support Team within 24 hours of the incident. This session assists the Officer with the moral, ethical and psychological effects of the incident.

The Captain shall have the responsibility for ensuring that the debriefing session is scheduled in a timely manner, and will implement the steps necessary to ensure that all of the resources required for the session are made available.

If the Officer has been on administrative leave for 180 days or more and is cleared to return to full duty, the Chief of Police or his/her designee shall issue a "Return to Duty Clearance" form.

Upon completion, a "Notification of Restoration of Police Powers" form shall be issued and the officer's full police powers shall be restored.

E. Holiday Leave: in accordance with contract/agreements and related orders. Pay alternative or similar to vacation.

1. Holiday leave for all union employees shall be consistent with current labor agreements.
2. Holiday leave for all non-union employees shall be consistent with the personnel policy.

F. Sick Leave: accumulated/used in accordance with contract and agreements and related orders.

1. Sick leave for all union employees shall be consistent with the current labor agreement.
2. Sick leave for all non-union employees shall be consistent with the personnel policy.
3. Call in procedure: notify the on-duty shift commander no less than one hour prior to his/her duty hours. The receiving person shall record such on the respective duty schedule and ensure that the sick member's supervisor is notified.

G. Vacation Leave: in accordance with contract/agreements and related orders. It is the Chief of Police's option as to how many subordinates are allowed vacation at any given time giving full thought to adequate manpower staffing levels.

1. Vacation leave for all union employees shall be consistent with the current labor agreement.
2. Vacation leave for all non-union employees shall be consistent with the personnel policy. Any employee requesting vacation leave shall complete a vacation request form and submit the form to their immediate supervisor.
3. Use of vacation time for all employees will be limited to the maximum number of days earned in one calendar year plus any time carried over from the previous year.
4. No vacation time will be anticipated beyond the current calendar year.

H. Responsibility:

1. It is each member's responsibility to keep track the number of hours/days they have available to them for any type of leave. Abuse or over use of leave may result in lost wages, days without pay, and/or disciplinary action.

I. Use of Time off:

1. When requesting time off submit that request to your immediate supervisor at least three (3) days in advance. Requests may be denied if not received with in this time frame.
2. Once approved, the supervisor will schedule the employees time off.
3. Time off may be denied if more than two or three employees has requested the same time period and minimum shift strengths cannot be maintained without

the use of overtime. Previously scheduled administrative or training time affecting shift strengths may also affect approval of time off.

4. Time off requests for Sergeants will be submitted to the Lieutenant for approval.
5. The Department reserves the right to cancel, reassign or adjust time off based upon need. This may include, but is not limited to:
  - a) Major incidents requiring extra personnel.
  - b) Injuries or illness to other personnel.
  - c) Staffing issues related to vacancies and the training of new personnel.

J. Day/Shift Trades:

1. Trades need to be approved by the Chief of Police or his/her designee.

V. INSURANCE AND RETIREMENT

A. HEALTH INSURANCE

1. The City offers health care insurance to all employees consistent with labor agreements and the personnel policy.
2. Employee Benefit Summary Sheet.

Nothing contained in this benefit summary is intended to create an employment contract between the City and any employee for either employment or for the provision of any benefit.

Any of the benefits may be changed, deleted, or new benefits may be added by approval of the City Common Council or labor agreements.

3. The benefits outlined below are provided for all regular full-time positions. Each employee has the right to terminate his/her employment at any time for any reason. In addition, the City has the right to terminate the employment of any employee at any time, without prior notice, for any lawful reason.
4. Upon termination the COBRA Act entitles the employee and their family the opportunity for a temporary extension of health and dental coverage at group rates in certain instances where coverage under the plan would otherwise end (for reasons other than gross misconduct on the employees' part).

B. DENTAL INSURANCE: Provided per collective bargaining agreement for union members and for non-union members refer to the City of Sturgeon Bay

- C. HEALTH INSURANCE: Provided per collective bargaining agreement for union members and for non-union members refer to the City of Sturgeon Bay Personnel Handbook.
- D. LIFE INSURANCE: Each employee could enroll with a term policy with ETF. Each individual employee is responsible for enrolling and cost of the policy. Coverage begins six months from the first day of the month following employment.
- E. LONG TERM DISABILITY: Is available to all employees. Employees are responsible for enrolling and cost of the policy.
- F. SHORT TERM DISABILITY: Is available to all employees. Employees are responsible for enrolling and cost of the policy.
- F. EMPLOYEE ASSISTANCE PROGRAM: A confidential program will be made available to all employees to aid in dealing with personal problems, parental problems, financial difficulties, drug dependence, stress and anxiety, marital concerns, alcoholism and legal problems. The program is also available to members of the employee's family residing within the household.
- G. 125 TAX SAVINGS PLANS: An employee benefit that allows an employee to pay for certain non-reimbursed medical, dependent care expenses, health insurance premiums and deferred compensation contribution with before tax dollars.
- H. Association and union agreements provide for related programs and for any contributions to a retirement program to be made. Employees may seek additional sources on their behalf if they wish.
1. Sworn Personnel (Full-Time): All sworn full-time personnel are required to participate in the Wisconsin Retirement System (Protective). Contributions to the retirement system are outlined in employee contracts, agreements, or the City personnel manual. The statewide Wisconsin Retirement System (Protective) is supported by contributions from law enforcement officers and employing municipalities, with standardized retirement criteria.
  2. Sworn Personnel (Part-Time): Part-time law enforcement personnel, who work less than 600 hours per year, do not contribute to or participate in the Wisconsin Retirement System (Protective).
  3. Non-Sworn Employees: All non-sworn employees are required to contribute and participated in the Wisconsin Retirement System (General Employee).

The general employee retirement system is supported by contributions from employees and employing municipality, with standardized retirement criteria. Contributions to the retirement system are outlined in the civilian labor

agreement for non-exempt employees and in the City Personnel Manual for exempt employees

4. Supplemental pre-tax programs in addition to the above may be available by contacting Personnel.
5. DEFERRED COMPENSATION: ETF provides an opportunity for employees to deposit a percentage of his/her annual income with a maximum annual deposit. Taxes are to be paid only when deferred income is withdrawn.

## VI. WORK SCHEDULE

- A. The work schedule will be drafted by the Chief of Police or his/her designee and posted a minimum of one (1) month in advance. The work schedule will be completely by seniority as to the tour preferred by the employee. No officer shall change or modify work schedules without authorization from the Chief of Police.

## VII. OVERTIME

- A. All overtime work shall be authorized by the Chief of Police or a supervisory designee/representative of the Chief.
- B. Determining the coverage of a full eight-hour shift vacancy. If the vacancy of a shift is known beforehand due to vacations, extended sick leave, family leave, etc., and there is a sufficient number of officers assigned to the shift, the shift will remain vacant.
- C. If the vacancy of a shift is known beforehand due to vacations, extended sick leave, family leave, etc., and an overtime officer is required to maintain adequate staffing, the shift will be posted for volunteer, and filled according to seniority. Attempts will be made to fill the entire shift; however, if this cant be done, the shift may be filled in partial shifts.
- D. If an unexpected shift shortage occurs, and other scheduling options cannot be utilized, the following call-in procedures should be followed:
  1. If there is ample coverage already assigned to the shift, the eight-hour vacant shift will be cancelled.
  2. If it is necessary to fill the vacant shift the following procedures will be observed:
    - a) Shift will be filled by seniority, from the most senior first to the least senior last.
    - b) If the vacancy occurs 2 hours or more of the affected shift, calls shall be placed to all officers regardless of off days. Officers are not to be called if on funeral leave, workman's comp, or sick day.

- c) Attempt to fill the total shift; however, the shift may be filled in part/spilt the OT with two officers that are already on the schedule that are senior to the officers yet to be contacted and agree to split the shift.
- d) If off-duty personnel are unavailable to fill the shift, officers occupying the shifts abutting the vacant shift will be ordered to extend their shift to fill the vacant shift, according to least seniority, if there are no volunteers.
- e) If the vacancy becomes known less than 2 hours before the affected shift, or if the amount of overtime to fill is less than 4 hours in duration, then only officers working the shifts abutting the vacant shift will be contacted. If there are no volunteers, then the off-duty officers will be contacted. If still not filled, then the least senior officer working the abutting shifts, will be ordered to work.
- f) If an answering machine responds, a message shall be recorded. Once a shift is filled, any voicemail or message is negated, and the officer filling the shift cannot be bumped.
- g) If a Sergeant fills a patrol vacancy, that Sergeant will assume patrol duties, and command the shift if no other Sergeant is working.
- h) If an officer signed up for an overtime shift decides not to work the shift for reasons other than illness, injury, or other absences covered by policy or contractual language; it is that officer's responsibility to locate an officer to fill the shift in his/her place.

E. A seniority roster shall be maintained, and posted in the Department.

F. Whenever additional manpower requirements arise due to emergency situations, the overtime shall be attempted to be given according to seniority, but nothing contained in the above procedure shall be construed to prevent the Chief of Police or his designee from utilizing other assignment procedures in emergency circumstances, or using a specialized position whenever the situation or need arises.

Arleigh R. Porter  
Chief of Police

This Policy & Procedure cancels and supersedes any and all written directives relative to the subject matter contained herein.

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