



**Minutes**  
**Committee #2**  
**Labor Negotiations, Personnel, Policy & Administration**  
**June 17, 2013**

**Committee #2 met on Monday, June 17, 2013 at 2:00 PM in the Council Chambers, City Hall, 30 West Central Street, Chippewa Falls, WI.**

Council/Committee Members present: Bill Hicks, Chuck Hull, George Adrian, Jane Lardahl.  
Others present: Finance Manager/Treasurer Lynne Bauer, Parks & Recreation Director Dick Hebert and Police Chief Wendy Stelter.

Call to Order: 2:01 PM

Items of business to be discussed or acted upon at this meeting are shown on the attached agenda below:

1. **Open Session**
2. **Discuss request from Parks & Recreation Director Dick Hebert to fill the Recreation Supervisor Position. In addition, discuss using temporary help until the position is filled. Possible recommendations to the Council.**

Parks Director Hebert requested permission to fill the Recreation Supervisor position and to hire a temporary part-time employee until the hiring process is completed. The temporary part-time employee will be paid the part-time rate of \$13.94 per hour and the new recreation supervisor will be at Grade 4 of the management grid.

**Motion by Hull/Hicks to recommend the Council approve filling the Recreation Supervisor Position part-time temporarily at the rate of \$13.94 per hour and permanently at Grade 4. All present voted aye. Motion carried.**

3. **Closed Session**  
**Motion by Hull/Hicks to go into closed session under WI Statutes 19.85(1)(e) "conducting public business with competitive or bargaining implications" to:**
  - a. **Discuss labor negotiation issues and strategy;**
  - b. **Review terms of tentative agreement between City of Chippewa Falls and Chippewa Falls Professional Police Association;**  
**and to include council members, police chief, finance manager, Office Tom Wahl, WPPA Representative Jerry Tomczak (by phone if necessary); and may return to open session.**

**Roll Call Vote: Hull – Aye; Hicks – Aye. Motion carried.**

There was discussion on Item b.

**Motion by Hicks/Hull to return to open session. Motion carried.**

**Item b:** The tentative agreement language was discussed and clarified and both parties are in agreement with the terms (see attached). **Motion by Hull/Hicks** to recommend the Council approve the terms of the tentative agreement between the City of Chippewa Falls and the Chippewa Falls Professional Police Association. **All present voting aye. Motion carried.**

**4. Adjournment.**

**Motion by Hull/Hicks** to adjourn at 2:27 PM. **All present voted aye. Motion carried.**

**Minutes submitted by,  
Bill Hicks, Chair**

## MEMORANDUM OF AGREEMENT

The parties agree that in lieu of Article VI – Health Insurance, Section 4; Article XV – Compensation; Article XVII – Hours; Article XVIII – Salary Section; Article XXI – Overtime; and Article XXV – Annual Uniform Allowance, the parties agree this Memorandum of Agreement will be in place from July 1, 2013 through calendar year 2014.

1. Patrol Officers and Patrol Sergeants shall work a twelve (12) hour shift. Police Administration will implement two (2) day on – day off work schedules as follows:
  - A. 2 On, 2 Off, 3 On, 2 Off, 2 On, and 3 Off beginning Monday, July 1, 2013.
  - B. 2 Off, 2 On, 3 Off, 2 On, 2 Off, and 3 On beginning Monday, July 1, 2013.
2. During the period of July 1, 2013 through December 31, 2013, Patrol Officers and Patrol Sergeants working 12-hour shifts will be required to take twenty-eight (28) scheduled work hours off and during the period of January 1, 2014 through December 31, 2014 Patrol officers and patrol Sergeants working 12-hour shifts will be required to take fifty-six (56) scheduled work hours off as voluntary layoff hours. These hours will be unpaid.
3. The parties agree that employees working this 28 day cycle receive overtime for all hours worked over 168 in a 28 day cycle. In addition, all hours worked extending a shift or on a normal day off shall be paid at time and one-half (1 ½).
4. The Chief of Police shall determine the shift selection process. Factors such as the needs of the Department and seniority will be considered. Unless agreed otherwise, shifts will be selected for three-month periods. Patrol Officers and Patrol Sergeants must work at least one of the six three-month periods between July 1, 2013 and December 31, 2014, on the other shift.
5. Patrol Officers and Patrol Sergeants may be required to extend a shift an additional six (6) hours.
6. The schedules of other bargaining unit positions and assignments, such as the Drug Officer, School Resource Officer, and Investigator, shall not be affected by this Memorandum of Agreement and shall continue to work their current schedules.
7. In the event an employee promoted to Sergeant during this 12-Hour shift trial basis period, fails their probationary period or if the employee desires of their own volition, the employee shall revert to their previous position with all attendant rights as if there had been no interruption. The probationary period should coincide with the 12-hour trial basis period.
8. Patrol Officers and Patrol Sergeants will be paid a shift differential of thirty (.30) cents per hour for all hours worked on the night shift.
9. Effective upon implementation of the twelve (12) hour schedule, Patrol Officers may voluntarily accumulate and maintain up to 48 hours of comp time (60 hours for Officers in Charge or Field Training Officers).

10. Holiday pay under the proposed 12-hour shift schedule would be as follows:  
 Any Patrol Officer or Patrol Sergeant that begins their shift on a holiday will be paid double time for actual hours worked on a holiday plus the regular 8 hours of holiday pay. (i.e. Those working the 6 AM to 6 PM shift on July 4 would receive 12 hours regular pay plus 12 + 8 hours holiday pay; those beginning their shift at 6 PM on July 4 and working until 6 AM on July 5 would receive 12 hours regular pay plus 12 + 8 hours holiday pay. Those employees who commence their shift at 6 PM on July 3 (the evening before the official holiday) and work until 6 AM on the holiday will receive 8 hours holiday pay. Those not scheduled to work on the holiday will receive 8 hours holiday pay. If any hours worked on a holiday are hours for which the employee is receive overtime pay pursuant to #3 above, the employee's holiday premium pay shall be decreased by an amount equal to the overtime pay to which the employee is entitled.
11. All hourly benefits will continue to be accrued based on an eight (8) hour day.
12. Benefits use shall be based on a twelve (12) hour day basis.
13. Vacations may be taken in six (6) hour increments four times per year.
14. The Association agrees to eliminate dental coverage.
15. The uniform allowance shall be \$425 in 2013 and again in 2014.
16. The City will monitor issues and expenses associated with the 12 hours shifts. At any time during the trial duration either party may request a review of any issue or expense associated with such schedule. If no mutual agreement is reached, either party may opt out of the Memorandum of Agreement with a 60 day notice.
17. The parties agree that this Memorandum of Agreement shall terminate effective December 31, 2014, unless both parties agree by October 1, 2014 that it should remain in place.

CITY OF CHIPPEWA FALLS

CHIPPEWA FALLS PROFESSIONAL  
POLICE ASSOCIATION

By: \_\_\_\_\_  
Date

APPENDIX "A"

Salary Schedule 12-Hour Shift

(Employees annual work hours of 2134 are reflected in adjusted rates below)

<u>EFFECTIVE</u>	<u>ANNUAL</u>	<u>MONTHLY</u>	<u>BI-WEEKLY</u>	<u>HOURLY</u>	<u>HOURLY RATE</u>
*07/01/2013	<u>RATE</u>	<u>RATE</u>	<u>RATE</u>	<u>RATE</u>	<u>AFTER .30 DEDUCTION</u>
Patrolman, 1 <sup>st</sup> year	47,353.46	3,946.12	1,973.06	22.19	21.89
Patrolman, 2 <sup>nd</sup> year	48,776.00	4,064.67	2,032.33	22.86	22.56
Patrolman, 3 <sup>rd</sup> year	51,584.00	4,298.67	2,149.33	24.17	23.88
Master Police Officer	54,308.80	4,525.73	2,262.87	25.45	25.16
**Sergeant	57,137.60	4,761.47	2,380.73	26.77	26.48

\*All other position assignments such as Drug Officer/School Resource Officer/Investigator shall continue to work their current hours and rotations (approximately 1950 hours annually) and continue to receive their 2012 hourly rate of pay.

\*\*There is currently a unit clarification petition on file with the Wisconsin Employment Relations Commission (WERC) which will determine if the position of Sergeant will remain as part of the Wisconsin Professional Police Association (WPPA).



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**CHIPPEWA FALLS PROFESSIONAL POLICE ASSOCIATION  
WISCONSIN PROFESSIONAL POLICE ASSOCIATION  
LAW ENFORCEMENT RELATIONS DIVISION**

Tentative Agreements for a Successor Agreement  
to the 2010-2012 Agreement to the

**City of CHIPPEWA FALLS**

**June 5, 2013**

*(current language proposed to delete; proposed new language)*

- 1) Add, ARTICLE III-MANAGEMENT RIGHTS

**11. To contract for goods and services, such contracting out will not reduce full-time Association members regular full-time hours.**

- 2) Amend ARTICLE IV-GRIEVANCE PROCEDURE, Section 3, Step 3 subparagraph (2) , as follows:

If the Chief or designee suspends, demotes or terminates a bargaining unit employee, the employee may challenge said charges before the Police and Fire Commission, pursuant to Wis. Stats. 62.13 et. Seq. , ~~or by filing a formal grievance under Step 4 of the grievance procedure. Utilization of one option precludes the use of the other.~~

- 3) Amend ARTICLE IV-GRIEVANCE PROCEDURE, Section 3, Step 4 by deletion of the last sentence in the second paragraph as follows:

~~In the event that the parties are unable to agree to a sole arbitrator, the parties shall begin selection of the Arbitration Board.~~

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- 4) Amend ARTICLE IV-GRIEVANCE PROCEDURE, Section 3, Step, by deletion of the third paragraph as follows:

~~The Arbitration Board shall consist of three (3) members: one (1) member chosen by the Employer; one (1) member chosen by the Association; and the third member chosen by the two (2) previously selected members, and this third member will be the chairman. In the event the first two (2) members of the Board cannot agree to a third member, the Wisconsin Employment Relations Commission (W.E.R.C.) shall appoint the third member. If either party is dissatisfied with the appointment by the W.E.R.C. that party shall request the W.E.R.C. or the Federal Mediation Service to submit a list of five (5) arbitrators. The parties shall alternately strike names until one (1) remains, and the party requesting the list shall be the first to strike a name.~~

- 5) Amend ARTICLE IV-GRIEVANCE PROCEDURE, Section 3, Step 4, as follows:

~~The sole Arbitrator or Arbitration Board shall issue a decision simultaneously to the Employer and the Association...~~

- 6) Amend ARTICLE VI-HEALTH INSURANCE, Section 1. Health Insurance Plan, as follows:

~~The Employer shall provide a health & surgical insurance policy for all regular full-time bargaining unit employees. The Employer may change the insurance carrier, if it elects to do so, as long as equal to or better coverage is provided. The health insurance plan in effect on December 1, 2006 shall be the benchmark plan.~~

~~\* *Deductibles*; Shall be \$100 for single coverage and \$300 for family coverage. Effective on ratification of the collective bargaining agreement, the deductibles shall increase to **The Association fully acknowledges the right of the Employer to choose the carrier and to establish the plan design. Should the Employer design or choose a plan design which includes a deductible, employees be responsible for** \$200 for single coverage and \$600 for family coverage. Out of Network deductibles shall be double the in network rates for the duration of the contract. Out of Network deductibles are credited to In Network ones as well, and vice versa.~~

~~\*In Eau Claire County, Case 240 No. 70886 DR(M)-713 Decision No. 33662, the WERC found that WPPA proposed language on the health insurance deductible was a prohibited subject of bargaining. This decision was reversed by Judge Juan Colas in Dane County Circuit Court Case 12CV1123 and that decision has been appealed to the Court of Appeals. The language will remain in, or be deleted from, the collective bargaining agreement based on the final appellate decision rendered.~~

*Coinsurance Rates:* Will continue to be 100% of all usual and customary charges (URC) for covered services from In Network providers after satisfaction of individual deductibles and 85% of URC for all Out of Network services state wide and nationally without prior referrals once individual deductibles are satisfied.

*Premium Contributions:*

All employees contribute at the rates below with the employer picking up the balance of the monthly premium charged by the carrier.

<u>Year of Contract</u>	<u>Employee's Share</u>
01/01/2013	10%
07/01/2013	12% (upon implementation of 12 hour shift schedule)

*Drug Co Pays:*

All employees are responsible for all drug co-pays under the Three Tier schedule established by the insurer, subject to the annual maximum Out Of Pocket (OTP) limits for Out of Network providers in effect on the date of the contract (currently \$1,200 per individual and \$2,600 per family), and as modified below. Any annual amounts paid by an individual or a family for co-pays required for certified prescription drugs once the maximum OTP is reached will be reimbursed by City at 100 percent within sixty (60) days of receiving receipts from the employee and verification that the individual or family has reached the maximum OTP by the City's carrier.

*Annual Out of Pocket Limits:*

The annual Out of pocket limits shall be the same as in force as the date this contract begins, however the City and the carrier reserve the right to increase the OTP for Out of Network charges and drug co-pays purposes by an amount not to exceed 5% per year beginning December 1, 2008 and each succeeding year on the same date. Annual out of pocket limits shall include the Employee's portion of health insurance premium, deductibles, and coinsurance. It is the Association's understanding that all qualify toward the employee attaining the maximum annual out of pocket.

*Emergency Room Co Pay:*

The current practice of the insurance carrier is that the employee shall be charged \$50 per use of the Emergency Room unless the employee or his/her dependent is admitted to the hospital on the same day, whereupon the employee will be reimbursed the co pay by the insurance company. This policy will stay in place except for those visits to the ER at times and days of the week when area clinics or urgent care centers are not open. In those cases, the employee may submit a bill for such care and the city shall reimburse the employee for the initial \$50 not covered by insurance.

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*Preventive Programs*

The Employer shall continue to offer preventive benefits for items such as hearing, vision, cancer screening, well baby, tee. According to the schedule provided by its carrier and up to annual amounts of \$500 per individual per year during the life of this contract.

*Health Insurance Opt-Out:*

The City agrees to maintain an employee opt out provision that will pay employees who voluntarily terminate existing coverage \$500 for each quarter out of the single plan and \$1,250 per quarter out of the family coverage. Employees may return to the City Health plan one month after an qualifying event, or during the annual open enrollment period. Employees must sign a written agreement and agree to stay out a minimum of three months to qualify for payment which shall be made by the City within 30 days of each quarter of participation.

*Wellness Plan:*

The city agrees to offer an Employee Wellness Plan effective September 1, 2007 that will reimburse employee who satisfactorily complete employer approved programs that promote regular cardio vascular exercise, smoking or alcohol cessation, stress reduction, etc. Employees may receive bonuses of \$200 per quarter upon presentation to the appropriate City officials of certificates of completion or regular attendance records. Such programs may include intradepartmental exercise programs as approved in advance and in writing by the participants receiving bonuses in any one quarter or calendar year to funds available in the budget for such purposes.

- 7) Amend ARTICLE VI-HEALTH INSURANCE, Section 2, as follows:

**If the carrier allows it, non-probationary** Employees who retire under the Wisconsin Retirement Fund or are permanently disabled and cannot return to employment under WSS-Section 40.65, Wisconsin Statutes, shall qualify for coverage under the City health insurance plan until they are Medicare eligible and as long as they maintain continuous coverage....

- 8) Amend ARTICLE X-SICK LEAVE, Section 1 add as follows:

..... **for the hours scheduled to be worked.**

- 9) Amend ARTICLE X-SICK LEAVE, Section 10, as follows:

Any employee qualifying under this schedule, terminating their employment with the City, shall be compensated for the applicable number of days **hours** at their hourly rate,

based on straight time, in effect at the time of severance; provided, however, that employees may at their option and with prior written notice to the Employer, direct that amounts due them be applied to his/her health insurance premiums. This provision shall not apply while mandatory contributions to a Health Insurance Retirement Program (HIRP) are in place.

10) Amend ARTICLE X-SICK LEAVE, Section 11, as follows:

Any employee whose employment with the City is terminated by the City for cause shall lose all vested rights in the sick day fund. ~~a cause shall lose all vested rights in the sick day fund.~~

11) Amend ARTICLE XIII-WORKERS COMPENSATION, as follows:

12) Amend ARTICLE XV-COMPENSATION, Section 2, as follows:

Holiday pay ~~and~~, overtime pay, ~~and~~ call-in pay, and school pay shall be paid on June 30 and December 15. ~~the paycheck closet to the time/pay was earned.~~

13) Amend ARTICLE XVI-DURATION AND EXECUTION, as follows:

This agreement shall be effective as of the first day of September ~~January, 2010-2013~~ and shall remain in full force and effect through the 31<sup>st</sup> day of December ~~2012-2014~~. It shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing on or before the first day of each year that it desires to modify this agreement.

Either party may request negotiations for a new collective bargaining agreement in writing on or before May 1, 2012 November 1, 2014. ~~Within thirty (30) days of receipt of such notice, an initial meeting shall be mutually agreed upon.~~ Negotiations on all matters covered by this new agreement as are agreed to by both parties shall become effective on January 1, 2013-2015, unless stated otherwise.

14) Amend ARTICLE XXII-STANDBY STATUS, by deleting entire Article as follows:

~~Standby status shall be those hours ordered by the Chief of Police or his designated representative to employees to be at a designated location. This order shall be reduced to writing and signed by the Chief or his designated representative. This order shall be posted in the Department. Standby status shall be paid at the rate of one half (1/2) the officer's rate of pay up to four (4) hours, the standby status shall either be canceled or the officer shall be called to duty.~~

~~Standby status shall occur only once in a twenty-four (24) hour period unless otherwise agreed upon by representatives of the Association and the City.~~

- 15) Amend ARTICLE XXIII-VACATIONS, as follows:

ARTICLE XXIII-VACATIONS

~~5 working days~~ 40 hours after 1 year of employment  
~~10 working days~~ 80 hours after 2 years of employment  
~~15 working days~~ 120 hours after 6 years of employment  
~~16 working days~~ 128 hours after 7 years of employment  
~~17 working days~~ 136 hours after 9 years of employment  
~~18 working days~~ 144 hours after 11 years of employment  
~~19 working days~~ 152 hours after 13 years of employment  
~~20 working days~~ 160 hours after 14 years of employment  
~~21 working days~~ 168 hours after 15 years of employment  
~~22 working days~~ 176 hours after 17 years of employment  
~~23 working days~~ 184 hours after 19 years of employment  
~~24 working days~~ 192 hours after 22 years of employment  
~~25 working days~~ 200 hours after 25 years of employment

Employees may carry over up to ~~seven (7)~~ fifty-six (56) hours of unused vacation into the next calendar year; provided said ~~seven (7)~~ fifty-six (56) hours carried over ~~days~~ hours must be used in the next calendar year or are lost.

- 16) Amend ARTICLE XXIV-SCHOOL TIME by deleting entire Article as follows:

~~In order to advance the professionalism of the employees, the Department will periodically conduct training schools. Off duty school time will be compensated at the rate of time and one half (1 ½) to a maximum of thirty (30) hours per calendar year. School sessions shall be scheduled by the Chief of Police. Employees shall not be required to attend school sessions when they are on an authorized vacation or leave of absence.~~

- 17) Amend ARTICLE XXVI-EDUCATIONAL INCENTIVE, as follows:

ARTICLE XXVI-IV -EDUCATIONAL INCENTIVE

The Chief of Police may approve the reimbursement of book and tuition expense for employees. The courses in question must be one which would lead to a degree in a police related field and the employees must maintain at least a C average in said course. The employee must remain with the Police Department for at least three (3) years following completion of the course or must return the reimbursement to the Employer. The sum of \$4,000.00 per year during the term of the contract shall be budgeted by the Employer for this program. ~~Any sums not used in one year shall be carried over into the next year during the term of the contract with a maximum accumulation of \$8000.00.~~

18) Amend the following ARTICLES as follows:

ARTICLE ~~XXXV~~ ~~III~~-ANNUAL UNIFORM ALLOWANCE

ARTICLE ~~XXXVII~~ -CHANGE OF SHIFTS

ARTICLE ~~XXVIII~~-DEFENSE OF OFFICERS

ARTICLE ~~XXIX~~-~~I~~- NOTICE OF INTENT TO TERMINATE EMPLOYMENT OR LAYOFF

ARTICLE ~~XXX~~-~~III~~- RESPONSIBILITY CLAUSE

ARTICLE ~~XXXI~~-~~IX~~ -CONTRACT AS A WHOLE

ASSOCIATION POSITION STATEMENT; All provisions of and attachments to the 2010-2012 Agreement between the parties not modified during the course of these negotiations shall be included in the successor Agreement between the parties for the term of said Agreement. The Association reserves the right to add, delete, or amend proposals through the course of negotiations. Tentative agreements are contingent upon the parties reaching a voluntary settlement, subject to ratification by the Association and the City of Chippewa Falls.