



AN

AGREEMENT

BETWEEN

THE CITY OF BELOIT

AND

BELOIT POLICE SUPERVISORY ASSOCIATION (BPSA)

January 1, 2021 through December 31, 2022

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ARTICLE I – STATEMENT

It is expressly understood that the provisions herein shall in no way modify or change the provisions of the Wisconsin Statutes.

In case of any conflict with the provisions herein and the statutory provisions of the Wisconsin Statutes, the said statutory provisions shall govern notwithstanding any provisions herein to the contrary.

The interests of the Supervisors are recognized by the agreement for the operation of the Police Department of the City of Beloit, under methods that will promote efficiency, safety, cleanliness, proper care of equipment, property and facilities of fair and peaceful adjustment of differences that might arise from time to time, and ethical conduct of business relations between the employer and employees, and to provide the best possible police protection for life and property to all of the citizens of the City of Beloit. Furthermore, the City agrees not to discriminate against any employees covered under this agreement.

ARTICLE II – RECOGNITION

The City recognizes the Beloit Police Supervisory Association (BPSA) as the exclusive collective bargaining representative for all personnel employed by the City in the classification of Sergeant on questions of wages, hours, and conditions of employment.

ARTICLE III – DURATION

This agreement shall be effective January 1, 2021 and shall remain in effect until December 31, 2022, and shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing 120 days prior to the anniversary date that it desires to modify or terminate the agreement. In the event notice is given the parties shall meet and confer not later than 90 days before the anniversary date. This agreement shall remain in full force and effect during the entire period that the parties meet and confer for a successor agreement, and shall automatically be extended until such time as the successor agreement is approved by both parties, effective date of termination notwithstanding.

ARTICLE IV – MATTERS NOT COVERED

Matters not expressly covered by the agreement which are proper subjects for collective bargaining shall not be affected by this agreement. All customs, procedures, and personnel policies established during previous years, not specifically covered by the agreement, shall continue in full force and effect.

No changes in this agreement manual shall be made in any such matters without prior consultation between the City and the Association.

ARTICLE V - MANAGEMENT RIGHTS

The right, function, and authority to manage all operations are vested in the City and include but are not limited to the following:

- a) To manage and otherwise supervise all employees.
- b) To hire, promote, transfer, assign and retain employees; to suspend, demote, dismiss or take other disciplinary action against employees for just cause.
- c) To relieve employees of duties because of lack of work or for other legitimate reasons.
- d) To maintain efficiency and economy of the City operations entrusted to the Administration.
- e) To determine the methods, means and personnel by which such operations are to be conducted.
- f) To exercise discretion in the operation of the City, budget, organization, assignment of personnel, hours of employment, and the technology of work performance.
- g) To promulgate reasonable workrules.
- h) To subcontract work.

ARTICLE VI – DUES DEDUCTION

The Employer agrees to deduct monthly dues in the amount certified by the WPPA/LEER from the pay of employees who voluntarily sign a dues deduction authorization form where the Employee is knowingly and affirmatively consenting to the deduction of dues from the employee's paycheck, including any Local Association dues which the employee has authorized to be deducted in conjunction with the WPPA/LEER dues.

The Employer shall deduct the combined dues amount each month for each employee requesting such voluntary 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, in one lump sum not later than the 15th of each month.

Authorization of dues deduction by a member may be revoked upon notice in writing to the Employer, WPPA or to the Local Association and with the understanding that the deduction will cease as reasonably as practical after receipt of written notice of revocation.

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 consistent with either the WPPA or local Association Constitution and By-Laws. The Employer agrees to notify the WPPA office in Madison in writing of the name of any new hire into the bargaining unit. No employee shall be denied membership because of race, creed, color, sex or other legally protected class status.

It is expressly understood and agreed that WPPA/LEER will refund to the Employer or the employee involved any dues erroneously deducted by the Employer and paid to WPPA/LEER and/or the Local Association. The Association does hereby indemnify and hold the Employer harmless against any and all third-party claims, demands, suits, or any other forms of liability, including court costs, that shall arise out of or by reason of action taken or not taken by the Employer, which Employer action or non-action is in compliance with the provision of this

Article, and in reliance on any lists or certificates which have been furnished to the Employer pursuant to this Article; provided that the defense of any such claims, demands, suits or other forms of liability shall be under the control of the Association and its attorneys. However, nothing in this section shall be interpreted to preclude the Employer from participating in any legal proceedings challenging the application or interpretation of this Article through representatives of its own choosing and at its own expense.

ARTICLE VII - ASSOCIATION ACTIVITY

The Association shall conduct its business off the job as much as possible. This section shall not operate as to prevent a steward or Association representative from conferring with members of the Association during the course of the working day for a reasonable time, providing that the supervisor involved is notified and approves the time.

The City shall not deduct such reasonable time from the pay of such members, and the time spent in the conduct of grievances and in bargaining shall not be deducted from the pay of delegated employee representatives of the Association not to exceed three representatives.

A member of the bargaining unit who is elected to serve as a representative of the Association for conventions or conferences shall be granted leave time without pay not to exceed a total of four (4) days per calendar year and with two (2) weeks' notice to his/her supervisors, provided it does not impair the efficiency of the department.

ARTICLE VIII - DISCIPLINE

The particulars of good work behavior are commonly understood. In addition, there are departmental work procedures that must be followed. Any discipline administered as the result of a violation of a rule of conduct or a prescribed procedure, with the exception of dismissal, is intended as remedial. Complete policy is outlined in the department's Rules and Regulations. Discipline, suspension or discharge is governed by Section 62.13 of the Wisconsin Statutes.

ARTICLE IX - GRIEVANCE PROCEDURE

Any alleged violation of a provision of this agreement shall be handled as follows:

- a) Step 1: The employee should submit a written statement of the dispute to the immediate supervisor within ten (10) calendar days of the event giving rise to the grievance. The immediate supervisor shall respond within ten (10) calendar days to the employee.
- b) Step 2: If not satisfied with the immediate supervisor's response, the employee may appeal the case to the Chief of Police or his designee within ten (10) calendar days, who shall discuss the matter with the employee and supervisor. The Chief or his designee shall respond within ten (10) calendar days.
- c) Step 3: CITY MANAGER: If the grievance is not resolved at STEP 2 within ten calendar (10) days of the receipt of the decision at STEP 2, the Association Representative and the City Manager or his/her designee shall schedule a meeting at a mutually agreed upon time and date to attempt to resolve the grievance. The meeting may be waived by mutual agreement of the Representative and the City Manager or his/her designee. Within ten (10) calendar days of the meeting, if one is held or ten (10) calendar days of the mutual waiving of the meeting, the City Manager or his/her designee shall respond to the Association.

Nothing herein shall abrogate the right of the Employer to utilize Section 62.13(5) for disciplinary proceedings.

ARTICLE X - PERSONNEL FILES

Any written evaluation of an employee's work performance or any written report of disciplinary action or reprimand must be presented to the employee being evaluated,

disciplined, or reprimanded before such written evaluation or report is placed in the employee's personnel file. Any employee may examine his/her file upon written request to the Human Resources Director.

The employee shall acknowledge receipt of the evaluation, disciplinary action or reprimand by signing it. Should the employee refuse to sign the document it shall be placed in the personnel file anyway.

ARTICLE XI - BEREAVEMENT

IMMEDIATE FAMILY:

In the event of the death of a member of an officer's immediate family, as that term is hereinafter defined, such officer shall be granted leave of absence without loss of pay for a period not to exceed three (3) working days, each day shall be equivalent to the number of hours scheduled to be worked, where absence from work is necessitated.

The term "immediate" family as used herein includes spouse, domestic partner as defined in Wis. Stats. 40.02(21c) and 770.01(1), parents, foster parents, step-parents and grandparents of employee and spouse, great-grandparents, children, step-children, current son-in-law, current daughter-in-law, brothers, sisters, grandchildren, half-brothers and sisters, guardians and children of guardians.

NON-IMMEDIATE FAMILY

In the event of the death of a member of an officer's non-immediate family, as that term is hereinafter defined, such officer shall be granted a leave of absence without loss of pay for a period not to exceed two (2) working days, each day shall be the number of hours scheduled to work, where absence from work is necessitated.

The term "non-immediate" family as used herein includes, sister-in-law, brother-in-law, step-brother, step-sister, foster siblings, aunts and uncle, niece and nephew of the employee and the employee's spouse.

In the event an sergeant is requested to act as pallbearer, he/she shall be granted leave for a period of not more than four (4) hours for such purpose without loss of pay provided, however, sergeants who are asked to be pallbearers because of their affiliation with some fraternal association or other organization shall be limited to one paid four (4) hour leave per calendar year. Time may be granted when extended travel is necessary or when an employee's emotional condition warrants additional time off with use of benefit time and by approval of the Chief of Police.

ARTICLE XII – RESERVED FOR FUTURE USE

The Article related to Administrative Leave was intentionally deleted in the 2021-2022 agreement. This Article Heading is reserved for future use.

ARTICLE XIII - SICK LEAVE

An employee shall accumulate and be granted sick leave with pay at the rate one (1) day (ten (10) hours for employees on a 10 hour work schedule, eight (8) hours for employees on an 8 hour work schedule) per month for each month of continuous service, up to a maximum accumulation of 1200 hours.

Sick leave with pay is only granted in case of an employee's illness which makes it impossible or detrimental for an employee to perform his/her duties or when necessary to care for a child or spouse who is ill or injured. In order to qualify for sick leave, an employee must:

- a) Inform the immediate supervisor of the fact and reason for absence.

- b) The employee shall keep the immediate supervisor informed during the period of illness on his/her condition or the condition of the ill or injured child or spouse, and the expected date of return to work.

An employee shall accrue sick leave and vacation while on sick leave.

An employee who misses more than three (3) consecutive work days due to their own illness or injury or the illness or injury of a spouse or child, shall furnish a doctor's certificate

indicating treatment or diagnosis of illness or injury. An employee who misses more than three (3) consecutive work days due to their own illness or injury shall provide medical documentation certifying the employee's fitness to return to work. A supervisor may request medical certification at any time there is suspected abuse.

If sick leave is exhausted and the employee is still unable to return to work, the employee may apply to the City Manager for an extension of sick leave with pay. An extension of sick leave with pay may be granted employees for a period of time equal to the amount of sick leave days accumulated at the time of injury or illness by the Chief of Police and with the concurrence of the City Manager. The Director of Human Resources may request a doctor's certificate.

Any abuse of sick leave contrary to this policy shall result in disciplinary measures.

Sick leave may be utilized for preventive health care of the employee such as dental and doctor office appointments, in excess of two (2) hours for each occasion.

In the event of the death of any employee that is serving as an active employee of the Police Department, regardless of the number of years of service, the City shall pay to his/her surviving spouse or in lieu thereof, his/her legal heirs, an amount equivalent to such employee's wages for 50% of his/her accumulated sick leave.

Employees hired on or after January 1, 1995, retiring from active duty and receiving annuities from the Wisconsin Retirement Fund shall receive a maximum of two hundred forty (240) hours gratuity pay from their sick leave bank, paid to the employee at the time of retirement. Employees hired prior to January 1, 1995 shall receive a maximum of eighty (80) hours gratuity pay from their sick leave bank paid to the employee at the time of retirement. Upon retirement, any employee retiring with a minimum of nine hundred sixty (960) hours in their sick leave bank will also receive one hundred sixty (160) hours gratuity pay paid to the employee at the time of retirement.

ARTICLE XIV - LEAVES OF ABSENCE

Leaves of absence may be granted to employees covered by this policy, as follows:

The Chief of Police may grant an employee a leave of absence without pay for personal reasons for periods not to exceed ninety (90) days.

Leaves of absence for personal reasons may be granted any permanent employee for periods in excess of ninety (90) days, or extensions of ninety (90) day leaves of absence previously allowed, may be granted by the Chief of Police with the approval of the City Manager.

Leaves of absence allowed under the terms of this section for personal reasons shall be without pay; however, such leaves shall be without prejudice to any other rights of such employee.

Any employee on an unpaid leave of absence, except for FMLA, must pay 100% of insurance premiums. Employees on FMLA must pay the same premium contribution as active employees.

ARTICLE XV – VACATIONS

15.01 It is the policy of the City that vacations are necessary to the health and well-being of its employees and that the time off so provided shall be taken by every employee. Paid vacations for employees shall be computed as follows:

- 80 hours after 1 year of continuous service
- 120 hours after 5 years of continuous service
- 160 hours after 10 years of continuous service
- 200 hours after 19 years of continuous service

Definitions

1. Full-week vacation period (Patrol Division): A period of vacation days connecting regularly-scheduled off days together within the ten (10) hour shift schedule,

consisting of not more than eleven (11) consecutive calendar days off, inclusive of regular off days and/or holidays.

2. Full-week vacation period (Special Operations Division): A period of vacation days connecting regularly- scheduled off days together within the eight (8) hour shift schedule consisting of not more than ten (10) consecutive calendar days off, inclusive of regular off days and/or holidays.
3. Segmented vacation period (Patrol Division): A period of minimally 20 vacation hours consisting of not more than seven (7) consecutive calendar days off, inclusive of regular off days and/or holidays.
4. Segmented vacation period (Special Operations Division): A period of minimally 16 vacation hours consisting of not more than five (5) consecutive calendar days off, inclusive of regular off days and/or holidays.

15.02 Members who have earned vacation rights under the foregoing provisions shall be entitled to take such vacation during a calendar year as follows:

- (a) In full-week vacation periods.
- (b) Members having two weeks' vacation (80 hours) may split one week into segmented vacation periods or single day vacations.
- (c) Members who have earned three (3) or more weeks' (120 hours or more) vacation may only split up to two weeks into segmented vacation periods or single day vacations.
- (d) Members who have a fractional day of vacation (i.e. less than 10 hours) may use that time in one (1) single block of time prior to the end of the calendar year, subject to all other contract provisions.

15.03 Scheduling of vacations shall be done on a schedule provided by the Department, utilizing seniority within the bargaining unit. Only two (2) Sergeants per off group (red/blue) and in alternating start times may be on a full week vacation period at one time. The scheduling shall be implemented as follows:

- (a) All members, by bargaining unit seniority, shall select one (1) full-week vacation period by January 15 of the current calendar year.
- (b) All members, by bargaining unit seniority, shall then select any additional full-week vacation periods by January 30 of the current calendar year.
- (c) All members, by bargaining unit seniority, shall then select any segmented vacation periods by February 15 of the current calendar year. Segmented vacation periods shall be granted based on staffing needs of the Department and may overlap portions of full-week vacations. In order to accommodate unforeseen events, members may be granted segmented vacation periods after February 15 in a given year.
- (d) After February 15 of the current calendar year, all single-day vacation time off requests shall be subject to the thirty (30) day rule as outlined in Section 15.04.

15.04 The thirty (30) day rule pertains to all discretionary benefit time exclusive of full-week vacation and segmented vacation periods. Requests shall be made as follows:

- (a) Requests shall be accepted no sooner than 30 days from the day requested and up to one (1) day prior to the day requested (i.e. member wants to be off on March 15, request may be submitted no sooner than February 15 and no later than March 14, time is not a factor).
- (b) The request should be date stamped utilizing a department time clock and will be approved based on staffing needs of the Department on a seniority basis (i.e. two members both submit a request on February 15 for an off day on March 15, request is granted based on staffing availability and member seniority).

15.05 Departmental vacation schedules shall be subject to final approval by the Chief. Once approved, full or segmented vacation periods shall not be cancelled by the Department unless the Chief determines it necessary due to extraordinary circumstances or in the event of public emergencies requiring significant personnel to ensure public safety.

15.06 The use of any discretionary benefit time in single-day increments shall not be allowed on the following days/shifts, unless approved by the Chief of Police no sooner than 30 days in advance:

- (a) Memorial Day, First Shift
- (b) Fourth (4th) of July, Second and Third Shift
- (c) Beloit Memorial High School Homecoming, First Shift
- (d) New Year's Eve, Third Shift.

Full-week vacations will not be affected.

15.07 VACATION LEAVE CARRYOVER. Vacation Leave is expected to be used in full each year. However, in the event that a member is not able to schedule and use vacation leave prior to the end of the calendar year due to extraordinary circumstances, the member may request accrued, but unused vacation leave be carried over to the next calendar year with approval from the Chief. In no event shall more than 20 hours be carried over to the next calendar year. Such a request must be approved and submitted to the Human Resources Department no later than December 1.

ARTICLE XVI - HOURS OF EMPLOYMENT

The normal work schedule for a Sergeant assigned to the Patrol Division shall be a ten (10) hour work day. The normal schedule for a Sergeant assigned to the Special Operations Division shall be an eight hour, five-day on, two-day off, Monday through Friday work schedule, excluding contractually identified holidays consistent with the Special Operations Division. Exceptions may be made for training or special assignments. On the common training day,

Wednesday, shift hours may be adjusted to accommodate training. Absent extraordinary circumstances as determined by the Chief, a Sergeant assigned to the Special Operations Division will not be assigned to staff a supervisory vacancy in the Patrol Division.

All time required to be worked over the Sergeant's normal work day or work week will be paid at a rate of time-and-one-half the Sergeant's base pay. Sergeants are not required or allowed to report to work and begin a shift unless specifically authorized. If a sergeant is designated as a shift commander, he/she shall report eighteen (18) minutes before the scheduled shift start time and shall receive overtime compensation for the eighteen (18) minute early start.

Whenever a Sergeant is ordered to appear for an internal investigation while off-duty, he/she shall be paid one-and-one-half (1 ½) times his/her hourly rate. Whenever a member is required to report for duty during non-duty hours he/she shall be paid one-and-one-half (1 ½) times his/her hourly rate. All Sergeants shall be subject to emergency call in at any time. A minimum of two (2) hours pay shall be paid for call INS under this provision.

Assignment to the Special Operations Division

A Sergeant's initial period of assignment to the Special Operations Division shall minimally be 24 months. The assignment may be extended at the discretion of the Chief based on the needs of the service and the agreement of the member so assigned.

Compensatory Time

Sergeants will be allowed to elect compensatory time in lieu of cash overtime at the rate of 1.5 hours for each overtime hour worked under the following conditions:

- (a) The election of comp time as well as the request for use of comp time (use of a full day of comp time is ten (10) hours for employees on a 10-hour work

schedule and eight (8) hours for employees on an 8-hour work schedule) must be communicated on forms developed by the Department.

- (b) The Chief of Police or his/her designee has the sole discretion to approve or disapprove the scheduling of comp time and to designate times when comp time may be used.
- (c) The maximum amount of comp time that may be accumulated in an employee's comp time bank at any one time is fifty (50) hours. An officer is allowed to a cash payout of the Comp Time accumulation during the nearest pay period to July 1st and December 1st.
- (d) Comp time must be taken in whole or half hour increments only.
- (e) Any comp time not scheduled or not able to be scheduled for use by December 1 will be allowed to be carried over into the next year to a maximum of 15 hours.

Any comp time not scheduled or not able to be scheduled for use by December 1 will be paid out on the next pay period provided adequate time is available for payroll processing, in any case, no later than the last pay period of the calendar year.

ARTICLE XVII - SAVINGS CLAUSE

If any provision of the agreement or any addendum thereto should be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any court of competent jurisdiction, the remainder of the agreement and the addenda thereto shall not be affected thereby.

ARTICLE XVIII – HOLIDAYS

Floating Holidays

All Sergeants are entitled to one floating holiday per year. Scheduling of a floating holiday shall be in conformity with the 30-day rule as defined in Section 15.04 of this Agreement.

Sergeants on a 10-hour Day Schedule

Sergeants working a full shift on a holiday listed below will be compensated at one and a half (1 ½) times the Sergeant's normal pay for hours worked during the twenty four hour period identified as the holiday.

The following days are recognized as holidays:

- New Year's Eve Day
- New Year's Day
- Martin Luther King Jr. Day
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Eve Day
- Christmas Day

A holiday shall cover a twenty-four (24) hour period beginning at 12:00 A.M. on the day of the holiday and continue until 11:59 P.M. the same day.

Holiday pay shall be a one-time annual payment of 80 hours (pro-rated in case of mid-year promotions or schedule changes) payable the last pay period in November on a separate check. Any overtime on a holiday shall be paid as part of the normal, bi-weekly payroll.

Sergeants on an 8-hour Day Schedule

Sergeants working an 8-hour Day Schedule are entitled to the same holidays as listed above, and will observe those holidays on the day of the holiday. They will not receive any extra compensation unless called in to work overtime on a holiday at which time they shall be granted double time or unless voluntarily posting at which time they shall be granted time and one-half.

SUBSTITUTIONS

In order to allow another mechanism for members to acquire discretionary time off without adversely affecting the efficient operations of the Department, a substitution program may be utilized by members under the following parameters:

- (a) Members may acquire substitutions in no less than 1 hour of their shift.
- (b) The member requesting a substitution must first be denied the use of discretionary benefit time due to staffing needs of the Department or have insufficient discretionary time available.
- (c) The request for substitution shall be no sooner than thirty (30) days prior to the requested date in conformity with the thirty (30) day rule in Section 15.04 of this Agreement.
- (d) A department-issued form shall be utilized and completed by the requesting sergeant. The form shall include the date, shift, and name of the sergeant working replacement. Both sergeants involved in the substitution shall sign the form, acknowledging the responsibility to work the agreed day and shift.
- (e) If an employee who is substituting for another employee exceeds the hours of the substitution shift, the substituting employee shall be entitled to overtime compensation for the excess hours.

Employees engaged in the substitution process must be of the same job classification. The hours worked by the substituting employee shall be excluded from the calculation of hours for which the substituting employee could otherwise be entitled to overtime. The substituting members are responsible to report for duty on the agreed upon date/shift. If a replacement member utilizes sick time on the date/shift they were to work replacement, their sick bank will be docked accordingly and they will be unable to request or work in a replacement capacity for a period of six (6) months.

ARTICLE XIX -ACTING PAY

Whenever the Chief or Deputy Chief requires a supervisor to function in a higher classification in an acting position for more than 30 consecutive calendar days, the individual will be paid at a rate determined for that classification until completion of the assignment.

ARTICLE XX - MEDICAL INSURANCE

The City shall provide medical, dental and hospital insurance coverage for each member of the Association and his/her dependents, including eligible retired employees and their dependents, for the duration of the agreement.

Effective January 1, 2021, bargaining unit members will contribute by payroll deduction 10% of the premium, not to exceed \$3000 annually for family coverage and \$1260 annually for single coverage.

Effective January 1, 2022, bargaining unit members will contribute by payroll deduction 10% of the premium, not to exceed \$3300 annually for family coverage and \$1386 annually for single coverage.

For employees hired before January 1, 1995

Employees hired before January 1, 1995, retiring under honorable conditions or duty incurred injury or disease, from active employment and receiving an annuity from the Wisconsin Retirement Fund as Beloit Police Officers and their dependents (including widow/er and dependent children) shall be retained by the City as members of the eligible medical, hospital, and dental insurance group, under the plan document in effect at the time of retirement.

Retirees shall pay the employee percent of the premium cost effective for active employees at the time of their retirement. The maximum percent of the premium contribution for retirees shall not exceed 12%. At the age of Medicare eligibility, retirees and their dependents that remain eligible for health care continuation, shall enroll in Medicare and will be reimbursed the entire Medicare Part B premium. The

employee shall be eligible for the City's retiree supplemental insurance plan at the City's cost.

For employees hired after January 1, 1995

For employees hired on or after January 1, 1995, retiring under honorable conditions or duty incurred injury or disease, from active employment and receiving an annuity from the Wisconsin Retirement Fund as Beloit Police Officers and their dependents (including widow/er and dependent children) shall be eligible to remain in the group health and dental plan, however, eligibility shall cease when the retiree becomes eligible for Medicare or another group health insurance plan (other than the City of Beloit), then the retiree and their dependents are required to enroll in that other group plan. The City agrees to reimburse on a monthly basis the premium cost, in addition to deductibles, copays, and coinsurance expenses, paid for that period, subject to the maximum contributions set forth herein. The maximum annual City reimbursement for premium, deductibles, copays, and coinsurance will be based upon the single and/or family maximums set by the Affordable Care Act for that calendar year; however, annual reimbursements, during any year of retirement, shall not exceed \$10,000 single/\$20,000 family.

The retiree will be reimbursed payment of premiums and any deductibles, coinsurance and copayments from a Retiree Health Reimbursement Account (HRA) established by the City or, where such reimbursement cannot be paid from an HRA, as a direct, taxable payment from the city. The HRA accounts will be set up to reimburse retirees on a monthly basis after a request for reimbursement of the appropriate amount is made by the Retiree with the appropriate documentation. Appropriate documentation for reimbursement can include an Explanation of Benefits (EOB) with regard to the

deductible, coinsurance and copayment and/or a pay statement reflecting the premium contribution amount.

The retiree and any dependents receiving reimbursements under this program shall not participate in City's Group Health Plan and shall not be eligible to re-enroll or participate in the City's Group Health Plan. In the event the other group insurance is no longer available and the retiree acquires health insurance elsewhere, the retiree and dependent spouse/domestic partner shall continue to be reimbursed under the Health Reimbursement Account (HRA) or direct reimbursement method. Upon eligibility for Medicare of retiree, all reimbursements under the Retiree Health Reimbursement Account (HRA) will end.

Upon retirement, in the event a retiree is not eligible for coverage with another group health insurance plan, then the retiree and eligible dependents may remain in the same City group health and dental plan as active employees with the same contribution rates. Retirees shall be subject to any modifications of benefits, plan design, premium contributions or carrier that the City may implement in the future and apply uniformly to the active employee's insurance plan. At the age of Medicare eligibility, retirees and their dependents that remain eligible for health care continuation, shall enroll in Medicare and will be responsible to pay the entire Medicare premium.

The City may, at its sole discretion, offer a supplemental or a fully insured policy to retirees after they reach Medicare eligibility. If such a program is offered, retirees may participate in any plan offered by the City with the retiree paying the full cost of the plan. The City reserves the right to stop offering a Medicare supplement plan at any time for any reason.

The City agrees to establish a Section 125 Plan in accordance with applicable sections of the Internal Revenue Service Code at no cost to the City.

The City agrees to establish a Voluntary Employee's Beneficiary Association (VEBA) in accordance with applicable sections of the Internal Revenue Service Code at no cost to the City, for the term of this agreement, the Employer shall contribute for each eligible employee the amount of \$825. Details of the VEBA are set forth in Appendix A attached to this agreement.

ARTICLE XXI - LIFE INSURANCE

Through the State of Wisconsin, the City provides a Life Insurance Program of voluntary basis to all employees. An employee wishing to participate is entitled to benefits totaling the next one thousand dollars of annual pay.

An employee shall become eligible for coverage beginning on the first of the month following his/her sixth (6th) month of employment.

The coverage ceases at the end of the month in which the member is laid-off, discharged or quits his/her employment.

The City will pay the total premium cost for the specific coverage for eligible employees for the duration of the agreement.

The City of Beloit (Employer) agrees to participate in the Life Insurance and Health Plan for Collectively Bargained Public Employees (Plan) in accordance with the terms and conditions of the Plan's participation Agreement, a copy of which is attached to this Agreement. The parties hereto designate Public Employee Benefits Consultants, Inc. (PEBCI) to act as Plan Administrator and LaSalle National Bank to act as Trustee for the Plan, or its successors appointed in accordance with the Plan and Trust documents. The parties may jointly agree to change the administrator and/or trustee for the Plan during the term of this Agreement. The employer agrees to contribute to the Plan on behalf of the following category of employees:

The City recognized the Beloit Police Supervisory Association (BPSA) as the excluding bargaining representative for all personnel employed by the City in the classification of Sergeant, excluding the Police Chief, Deputy Chief, Captains, Lieutenants and Patrol Officers on questions of wages, hours, and conditions of employment.

The Employer and Association further agree that for the term of this Agreement, salary or hourly rate of pay, for the sole purpose of computing pensionable wages and overtime rates of pay, shall include the Employer's recurring contributions to the Plan (i.e. not lump sum termination contributions) that would otherwise have been recognized as a pensionable benefit had such amounts not been contributed to the plan.

ARTICLE XXII - COURT TIME

Each sergeant subpoenaed to appear in court whether it be criminal, civil, Police and Fire Commission hearing or Administrative Hearing concerning matters arising in the course of their duties, during non-duty hours, shall receive one-and-one-half (1 ½) times their hourly rate of pay for time actually spent in court (including time spent waiting at the courthouse at the direction of the prosecutor), if on a scheduled work day. On a sergeant's day off, that sergeant will receive double time for time spent in court. Sergeants will be paid for lunch periods if required to return for further testimony after lunch periods. Any sergeant subpoenaed to appear in any court or hearing who, in fact, responds to such subpoena, shall receive a minimum of two (2) hours pay at straight time regardless of the time, in fact, spent in court.

Sergeants who are subpoenaed to appear in jurisdictions outside the corporate limits of the Rock County shall be reimbursed for mileage, meals and other reasonable necessary expenses as established by City policy. Receipts are required by the City for meals and other expenses. Inside Rock County, officers will be reimbursed the actual round trip mileage from their resident not to exceed 32 miles.

If a subpoena is not cancelled with notification of a minimum of twenty-four (24) hours to the sergeant involved, a minimum of two (2) hours pay at straight time shall be paid to the affected sergeant.

ARTICLE XXIII - WORKERS' COMPENSATION

In the event that any employee is injured in the scope of his/her employment and is entitled to Workers' Compensation under the Wisconsin Statutes, his/her Workers' Compensation payment for his/her period of disability shall be supplemented by the City so that said employee receives his/her full salary during said period. The period of time during which an employee shall receive full salary under this provision shall be limited to ninety (90) work days. Upon approval of the Chief of Police and with the concurrence of the City Manager, additional cumulative periods may be allowed.

Employees will not receive duty incurred disability pay from the City for a physical condition pre-existing the date of hire of such persons.

ARTICLE XXIV - CLOTHING ALLOWANCE

Effective 1/1/2004, each supervisor (sergeant) shall receive an annual uniform allowance of six hundred fifty (\$650.00) dollars, which shall be paid directly to the supervisor with the first paycheck in January of each year.

At the time of the expiration of the manufacturer's warranty, the City will replace the bullet resistant vest. The City will purchase vests which will be of the level originally provided (level IIIA in 1991).

ARTICLE XXV - RETIREMENT SYSTEM

The employee agrees to pay that portion of the employee's WRS contribution rate. Beginning January 1, 2013, employees will be required to pay a percentage of each payment of earnings equal to the full amount of the general employee's share of the WRS payment, as approved by the Employee Trust Funds from time to time.

ARTICLE XXVI - POSITION ASSIGNMENT POLICY

Shift or job assignments shall be made for the good of the department. However, where practical, seniority in grade will be considered for such assignments.

ARTICLE XXVII - SENIORITY

Seniority shall be defined as follows: City seniority is that length of time which is accrued since the last date of hire. Department seniority shall be defined as the length of time since the last date of hire as a sworn officer with the police department. Bargaining unit seniority shall be defined as the length of time since the last promotion date as a sergeant with the department. Records indicating seniority shall be maintained by the department and the association shall receive a copy of the seniority list upon request.

For special events (grants, sporting events), first priority for non-supervisory overtime shall be given to police officers. If an insufficient number of officers request the overtime assignment, sergeants may request the non-supervisory overtime assignment. Bargaining unit seniority shall be used in determining the assignment of such overtime. Special event overtime shall not supersede any supervisory assignment. Patrol Division Sergeants may request special event supervisory overtime when available, which shall be awarded based on bargaining unit seniority. Special Operations Division Sergeants may request special event supervisory or patrol sergeant staffing overtime only if there are no Patrol Division Sergeants electing to work the overtime in the 72 hours prior to the assignment, or with reasonable notice and supervisory approval should the need occur in under 72 hours.

City seniority shall be used in determining the amount of vacation days that the employee is eligible for.

Bargaining unit seniority shall be used for vacation selection and assignment of posted supervisory overtime duties.

ARTICLE XXVIII- EDUCATION PROGRAM

Statement of Intent

The philosophy or intent implied to the formulation of an Incentive Pay Plan for police is to improve the educational level of law enforcement personnel. It is for this purpose that the benefits included within this pay plan are offered.

Implied throughout this Incentive Pay Plan is the premise that this plan should act as an incentive for the attainment of a broader background in higher education. Also implied is the premise that the broader educational background should reflect itself in job performance.

Goals

There are three specific goals which are a part of this Incentive Pay

1. To upgrade the educational level of the personnel of the Beloit Police Department.
2. To aid in the attraction and retention of qualified personnel who have an interest in law enforcement supervision.
3. To retain qualified police officers who have exhibited a desire for self-improvement and promotion.

Definitions

For purpose of this pay plan, education shall mean course work as offered by a university, college, technical school or special training academy as approved by the Chief of Police. The term "service rating" shall refer to the system of evaluating job performance. Law enforcement personnel shall be defined as "all sworn full-time officers."

Eligibility

To attain eligible status for inclusion in the Incentive Plan an individual must attain satisfactory performance on all service ratings.

Qualifications

Qualification for the various increments of incentive pay shall be accomplished on the basis of points. Table 1 illustrates the points required for the various incentive steps.

TABLE 1 - POINT EQUIVALENTS FOR INCENTIVE STEPS

INCENTIVE STEP	POINTS	MONTHLY INCREMENTS	BI-WEEKLY INCREMENTS
1	15	12.00	5.54
2	30	24.00	11.08
3	45	36.00	16.62
4	60	48.00	22.16
5	75	60.00	27.70
6	90	72.00	33.24
7	105	84.00	38.76
8	120	96.00	44.30
9	Baccalaureate	108.00	49.84
10	B.A. + 15	120.00	55.38
11	B.A. + 30	132.00	60.92
12	B.A. + 45	144.00	66.46
13	Masters Degree	156.00	72.00

Points for purpose of this Incentive Pay shall be awarded on the following basis:

1. One point for each approved semester hour credit.
2. One thirtieth of a point for each class hour at approved police oriented non-academic seminar or short courses for which an exam, class project or other

evaluation is required and for which no job time is given or pay received unless attendance is required. These approved class hours shall be banked from course to course for purposes of determining total points or fractions thereof.

Implementation

Points will be re-totaled for purposes of making alterations and incentive pay adjustments following successful completion of the educational work. Payroll adjustments will be effective the next pay period after submission of credits to the Chief of Police. The Chief of Police shall be responsible for the administration of the Educational Incentive Plan. When an individual desires to appeal an interpretative ruling by the Chief, an Appeals Committee comprised of the Chair of the Police and Fire Commission, the Director of Human Resources, and the City Manager for the City of Beloit will rule upon that appeal. Such appeal must be made in writing to the Director of Human Resources within ten days after an adverse ruling by the Chief of Police and it will be the responsibility of the Director of Human Resources to call a meeting of the committee. The ruling of the committee on these appeals will be binding upon both parties.

NOTE: Effective 1990 education incentive is to be equal to 100% of the patrol education incentive.

ARTICLE XXIX - WAGES

The following salary schedule shall be in effect during the term of this agreement. Salaries shown are bi-weekly amounts. Employees shall advance to the various steps following completion of the number months and years shown.

All employees shall be paid via direct deposit to a financial institution designated by the employee.

SERGEANT WAGES

BELOIT SUPERVISORY PAY SCALE - SERGEANT WAGES

Effective 1/1/21 - Freeze

	Hourly	Overtime	Bi-weekly	Annual (x26)
Starting Sergeant	35.9678	53.9518	2,877.42	74,812.92
18-Month Sergeant	37.2483	55.8725	2,979.86	77,476.36
3-Year Sergeant	38.5520	57.8280	3,084.16	80,188.16
5-Year Sergeant	39.8319	59.7479	3,186.55	82,850.30
7-Year Sergeant	40.6286	60.9429	3,250.29	84,507.54

BELOIT SUPERVISORY PAY SCALE - SERGEANT WAGES

Effective 1/1/22 - 1.0%

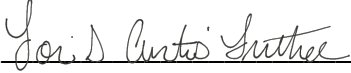
	Hourly	Overtime	Bi-weekly	Annual (x26)
Starting Sergeant	36.3275	54.4913	2,906.19	75,561.05
18-Month Sergeant	37.6208	56.4312	3,009.66	78,251.12
3-Year Sergeant	38.9375	58.4063	3,115.00	80,990.04
5-Year Sergeant	40.2302	60.3454	3,218.42	83,678.80
7-Year Sergeant	41.0349	61.5523	3,282.79	85,352.62

Note: Provided the Agreement is ratified no later than December 6, 2020, in the first pay period following ratification of the Agreement, each employee shall receive a \$1,500 non-base building ratification bonus.

Prior to December 31, 2020, the employer shall pay a bonus of \$250 to any sergeant in the bargaining unit at the time of ratification who served as a shift commander in 2020.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 22
day of December, 2020.

CITY OF BELOIT



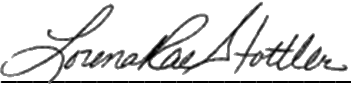
Lori S. Curtis Luther
City Manager

BELOIT POLICE SUPERVISOR'S ASSOCIATION

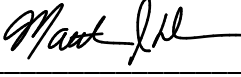


Brent Hart
Business Agent

ATTEST



Lorena Rae Stottler
City Clerk-Treasurer



Matthew Donovan
President












2021-2022 BPSA Agreement 20201209 (FINAL)

Final Audit Report

2020-12-31

Created:	2020-12-22
By:	Elizabeth Krueger (kruegere@beloitwi.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAFZKzsj7MNOsSkQrSmuMup50TLWYBbXgw

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 Agreement completed.

2020-12-31 - 0:05:59 AM GMT