



POLICY & PROCEDURE

PORTAGE POLICE DEPARTMENT

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

NUMBER: 2.03

SCOPE: All Department Personnel
DISTRIBUTION: Policy & Procedure Manual

ISSUED: 01/24/2021

EFFECTIVE: 01/24/2021

RESCINDS

AMENDS

REFERENCE: Current Labor Contracts

WILEAG 5TH EDITION

STANDARDS: 2.4.1, 2.4.2, 2.4.3

PURPOSE: The purpose of this Policy & Procedure is to provide guidance for the Portage 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 Portage Police Department to provide compensation, 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 (FMLA) 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 in-patient 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' compensation is set by the respective labor contracts.
 - 2. Non-represented employee's compensation is set by the City Council according to the Position Classification, Pay Plan, and Employee Merit Adjustment Guidelines.
- B. Entry-level Compensation
 - 1. Entry-level compensation for all probationary employees shall be consistent with the current collective bargaining agreements, Position Classification, and Pay Plan.
- F. Use of Compensatory Time:

1. Accumulation of compensatory time is subject to the current contractual agreement.
2. Compensatory time off is treated similar to vacation time off requests and is subject to supervisory approval.
3. The accumulation 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. Compensation augmentation:

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

IV. LEAVE PROGRAM

A. Leave of Absence:

1. Leave of Absence 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. Leave of Absence for all non-union employees shall be consistent with all applicable Wisconsin State Statutes, Federal Laws, and the personnel policy.
3. Leave of Absence consists of bereavement, military, maternal/paternal, and other temporary leaves of absence.
 - a) Bereavement/funeral leave: see contract/agreement or personnel policy. Notify supervisor of requested leave.
 - b) Military Leave: Chapter 43, Part III of Title 38 U.S. Code and by contract/agreement.
 - (1) The City of Portage and the Portage Police Department strongly support the National Guard and Reserve components of the United States Military. Upon the department receiving written notification that an employee who is a military member has orders to report for military duty the department shall allow and make arrangements for the employee to report for training, active duty or status as the military orders state.

- (2) No official, staff member or employee of the City or the Department shall discriminate, retaliate or otherwise harass by any means any member who is a military employee for their military service.
 - (3) As soon as possible after notification of orders to military duty, the employee shall notify his/her supervisor as soon as possible in writing. Written orders, if available, should be given to their supervisor and submit a Military Leave Request.
 - (4) The employee may use unpaid time, comp time, vacation, or other days off when ordered to military duty.
 - (5) Upon returning from military status, the employee shall return to their previously assigned position, job status or equivalent position, tenure and continue time in service with the department as required by Federal and State laws.
 - (6) The city and department shall work with employees returning from military service to provide reasonable accommodations and support to employees returning from military service who were injured or suffer from PTSD or other recognized conditions.
The department shall permit employees to attend appointments for medical treatment, counseling or other needs of the employee through the VA or medical staff as long as reasonable.
 - (7) The department reserves to the right to have the employee participate in a fitness for duty evaluation by a qualified professional before allowing the employee to return to work or carry a department issued weapon.
- 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 all eligible employees.
- c) Leave taken under provisions of the FMLA is unpaid leave subject to the provisions 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 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.

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 paid by this agency will continue in force during an employee's 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 the temporary modified duty assignment policy 2.02.

C. Other temporary leaves of absence: Requests for other leave is on a case by case basis. Requests for leave shall be in writing to the chief for approval.

D. Administrative Leave

- 1. Officers may be placed on administrative leave while under administrative

investigation, due to failure to meet required performance standards or certifications, or at the discretion of the Chief of Police.

2. While on Administrative Leave officers may have their police powers limited and may be relieved from duty entirely or reassigned to desk duties.

3. Administrative Leave--Firearms

Failure to qualify after three attempts shall result in a non-disciplinary suspension of police powers. The officer shall surrender their department issued weapon until such time as additional training can be scheduled.

4. Return to Duty from Administrative Leave

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:

- a) the recommendation of a psychologist regarding the person's fitness for duty
- b) the given circumstances
- c) the status of the administrative review of the incident
- d) or the meeting of required performance standards or certifications.

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 their family. The officer involved shall undergo a debriefing with members of the peer support team as reasonable as possible after the incident. This session assists the officer with the moral, ethical and psychological effects of the incident.

The chief or designee 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.

E. Holiday Leave: in accordance with contract/agreements, city policy, 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 current agreements, city policy, 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 sick, unfit for duty. The employee shall notify the on duty shift supervisor no less than two hours prior to their duty hours. The supervisor shall record the absence on the respective duty schedule and ensure that the sick member's immediate supervisor(s) are notified.

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

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 submit the request on the department's scheduling app.
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 approved that was carried over from the previous year.
4. With the chief's approval, 12-hour shift employees may carry over no more than 36 hours and 8-hour employees may carry over no more than 24 hours from one calendar year to the next. Any carried over time must be used within the first 6 months of the new vacation season.
5. 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. Time off will be requested through the department's online scheduling app.
2. Time off may be denied if more than one employee has requested the same time period and minimum shift strengths cannot be maintained without the use of overtime when requests are not made at least 14 days in advance. Previously scheduled administrative or training time affecting shift strengths may also affect approval of time off.

3. Time off requests for Sergeants will be submitted to the Patrol Lieutenant or higher for approval.
4. 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.
 - b) Staffing issues related to vacancies and the training of new personnel.

J. Day/Shift Trades:

1. Trading shifts is allowed between represented employees as per contract.
 - a) It is the responsibility of the employee who agreed to work the shift to work the actual time or use benefit time.

V. INSURANCE AND RETIREMENT

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.

The benefits outlined below are provided for all regular full time positions. Each employee has the right to terminate their employment at any time for any reason. New sworn employees will serve a probationary period as per the collective bargaining agreement in effect when they were hired. Non-sworn employees are at-will employees. During the probation period, sworn employees may be discharged at the sole discretion of the employer and shall have no recourse to the grievance procedure set forth in the collective bargaining agreement.

In addition, the City has the right to terminate the employment of any at-will employee at any time, without prior notice, for any lawful reason.

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).

A. HEALTH INSURANCE:

B. DENTAL INSURANCE:

C. LIFE INSURANCE:

E. LONG TERM DISABILITY:

F. SHORT TERM DISABILITY:

G. EMPLOYEE ASSISTANCE PROGRAM:

H. 125 TAX SAVINGS PLAN:

I. RETIREMENT: 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) through the States Employee Trust Fund (ETF). Contributions to the retirement system are outlined in employee contracts, agreements, or the city personnel manual.
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 participate in the Wisconsin Retirement System (General Employee).
4. 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.
5. Supplemental pre-tax programs in addition to the above may be available by contacting Personnel.

J. DEFERRED COMPENSATION:

K. U.S. SAVINGS BONDS:

VI. WORK SCHEDULE

A. The work schedule will be drafted by the Chief of Police or designee and posted a minimum of 14 days in advance. No officer shall change or modify work schedules without authorization from the Chief of Police or Designee.

VII. OVERTIME

It shall be a policy of the Portage Police Department to provide adequate emergency service to the community thus utilizing overtime when necessary to maintain adequate coverage. The department will maintain personnel on duty at all times to provide emergency services to the community and if necessary, these needs will be provided for by calling in off-duty personnel. If the vacancy of a shift is known beforehand and there are a sufficient number of officers assigned to the shift, the shift will remain vacant.

- A. If the shortage of personnel creates a vacancy in the position as shift supervisor, a designated Officer in Charge (OIC) or Sergeant or above will be called or offered the overtime to fill this position in order of last person offered. If all eligible shift supervisors decline it shall be assigned by seniority on a rotating basis by the Chief or designee.
 - 1. If a Sergeant and Lieutenant or two Sergeants are working at the same time, and the person working as the shift supervisor would be sick or take off, the second person of rank will assume the position and a Patrol Officer would be called for replacement.
- B. If the shortage of personnel creates a vacancy in the position as Patrol Officer, and this shortage is known ten days in advance, the over time will be offered by seniority on a rotating basis of last person offered. If all officers decline the unfilled shift(s), the shifts will be offered to sergeants by a rotating seniority basis. If the shifts still remain unfilled the shifts will then be offered to command staff. If the shift remains unfilled it shall be assigned by seniority on a rotating basis by the Chief or designee.
- C. All overtime work shall be authorized by the Chief of Police or a supervisor.
- D. Every effort will be made to have officers work no more than 12 hours on a shift with a maximum of 16 hours.
- E. 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 their place or use accumulated benefit time.
- F. A seniority roster shall be maintained by the Chief and such roster shall be posted in the Sergeant's office.
- G. Order-In Procedure:
 - 1. Any remaining patrol overtime that is not filled voluntarily by the officers or supervisors will be filled first by officers who are already scheduled to work either before or after the open shift. Assignment to open overtime shifts either before or after an officer's shift should be on a rotating basis per shift and is to be monitored by the shift sergeants to be as fairly assigned as possible. Officers who are on vacation, funeral leave, worker's comp, or already called in sick will not be required to fulfill the order-in. If due to previous assignments or overtime shifts no officer is able to fill the overtime shift either before or after their shift then, officers will be ordered in on days off from a rotating basis by seniority starting with the least senior officer. The list of order in on day off will start fresh on January 1st of each new calendar year with the least senior person.
 - 2. Supervisor overtime that is not voluntarily filled by Sergeants or Lieutenants will be filled utilizing the Supervisor Order-In Rotation list. The overtime shift will

be first filled by supervisors working either before or after the open shift. If the open shift is unable to be filled by supervisors working before or after the shift, the vacancy will be filled by seniority starting with the least senior (on a rotating basis) supervisor on their day off. Supervisors who are on vacation, funeral leave, workers comp or already called sick will not be required to fill the overtime shift. The list of order in on day off will start fresh on January 1st of each new calendar year with the least senior person.

3. Any offer of overtime known with less than 10 days' notice can be assigned; however, an attempt will be made to follow the rotating list whenever possible.
 4. In all cases of call-in or overtime being offered, when the need is known ten days in advance, department seniority (on a rotating basis) will be used in determining who is to be called or offered the opportunity first.
 - a. For the position of Patrol Officer or OIC this seniority will be determined by hiring date.
 - b. For the position of sergeant this seniority will be determined by the date of appointment.
 5. For shift vacancies of short notice, if the supervisor attempting to fill the shift gets voicemail, a message shall be left. The supervisor will continue on the rotating list by seniority. Once a shift is filled, any voicemail is negated and the officer filling the shift cannot be bumped.
- H. Whenever additional manpower requirements arise due to emergency situations, the overtime shall be attempted to be given according to the rotating overtime list, 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.
- I. Procedure Special Events: Upon scheduling and/or receiving notification for requested services by a civic or community organization as to date, time, and number of officers needed, a sign-up sheet will be posted for officers to sign if they wish to work that scheduled event. This will be done according to the rotating overtime list. If after posting the special assignment all openings are not filled, following the rotating overtime list, qualified officer(s) from the rotating order in list will be required to work the requested assignments.
- J. If the services of an officer trained in a particular specialization are required, seniority rules are waived and the specialized-trained officer shall be called out.

Keith J. Klafke
Chief of Police

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

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