

## HUMAN RESOURCES DIVISION MEMORANDUM



December 10, 2012

TO: City Council

FROM: Susan A. Musick, Human Resources Director

SUBJECT: Action on a Proposed Resolution Approving Labor Agreement between the City of Janesville and Janesville Professional Police Association (JPPA), Local Number 32 (File Resolution No. 2012-969)

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### Executive Summary

On December 6, 2012, after six meetings, including the initial exchange of proposals, the City Administration reached a tentative agreement Janesville Professional Police Association (JPPA), Local Number 32. The agreement is for three years, 2013 – 2015, and over this time, the direct cost is estimated at approximately \$23,000 over the three years.

On December 10, 2012, the Union membership plans to take a ratification vote on the tentative agreement.

### Staff Recommendation

Staff recommends City Council approval of the 2013 – 2015 Labor Agreement between the City of Janesville and JPPA, Local Number 32.

**City Manager Recommendation** The City Manager recommends approval. This contract would increase City police personnel cost by approximately 1% over the entire 3 years of the contract or less than a ½% cost per year (not including step increases), which reflects the Union leadership's recognition of the City's tight budget and economics. This compares to the City's average personnel increase in union contracts over the last 10 years of approximately 3% percent per year or over 9% over a 3 year period.

I appreciate the Police Union leadership's understanding of our economics and the spirit of cooperation that was conducted throughout the negotiations.

I strongly urge the City Council's approval as this will stabilize part of our budget over the next 3 years. This is conditioned upon the City setting aside funds in reserve over the first 2 years of savings in order to budget for the third year increase in costs.

This contract is scheduled for a ratification vote by the JPPA on December 10<sup>th</sup>.

## **Suggested Motion**

If Council decides to approve this Labor Agreement, then the proposed motion would be "I move to approve File Resolution Number 2012-969."

## **Major Terms**

In summary, the agreement provides for:

1. Police Officers will pay employee pension contributions of 6.65% in 2013, up to 6.65% in 2014, and up to 7% in 2015.
2. General Wage Increases of 2%, 2%, and 4.25% on January 1, 2013, 2014, and 2015, respectively.
3. Police Officer floating holidays were increased by one day to a total of 11, to be consistent with the City's other employee groups. This benefit improvement is estimated at an additional 0.37%.
4. The City will match employee contributions to their deferred compensation plan of up to 0.5% in 2014, and 1% in 2015.
5. Upon retirement employees will be paid \$25 for each day of accumulated sick leave, up to 90 days.

## **Health Plan Changes**

Finally, the City will implement changes to its health plan, effective January 1, 2013, which will apply to most City employees, including Police Officers<sup>1</sup>. The changes include increases in employee deductibles and office visit copays on our EPO plan. Our freedom of choice plan (or "Choice" Plan) has been re-structured to look like a PPO, with in-network and out-of-network benefits. There will be an increase in the Choice Plan deductible, and participants will pay higher costs if they choose providers outside of the network.

The City currently charges a monthly premium for employees and that will remain constant. This in combination with the higher deductibles and co-pays should decrease City health insurance costs by between 2 and 5%. Employees in the City contribute in excess of 10% to the costs of health insurance. Some years this percentage is higher based on self-insurance experience.

## **Background**

JPPA, Local Number 32 represents 84 budgeted bargaining unit positions in classifications including patrol officer, detective, street crimes unit, school liaison officer, and school resource officer. Members of the bargaining unit provide services such as law enforcement, preserving the peace, reducing the fear of crime, and providing for a safe environment.

A copy of the 2013 – 2015 Labor Agreement between the City of Janesville and JPPA Local Number 32 is attached with the changes indicated. Thank you.

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<sup>1</sup> Bargaining rights for Transit employees in our Teamsters unit have not changed. The City must bargain health plan changes with this Union.

**Resolution No. 2012-969**

**Resolution Approving a proposed tentative 2013 – 2015 Labor Agreement By and Between the City of Janesville and Janesville Professional Police Association Local Number 32**

WHEREAS, the City of Janesville, Wisconsin, is a home-rule city incorporated under and operating under the Constitution and laws of the State of Wisconsin, Chapter 64 of the Wisconsin Statutes, and a certain Charter Ordinance specific for Janesville; and

WHEREAS, the City of Janesville is a collective bargaining city and unit of government under Chapter 111.70, Subchapter IV, of the Wisconsin Statutes; and

WHEREAS, the existing and operative 2011-2012 Labor Agreement between the City of Janesville and Janesville Professional Police Association (JPPA) Local Number 32 expires on December 31, 2012; and

WHEREAS, the City and JPPA Local Number 32 have been engaged in the good faith collective bargaining process for a successor Labor Agreement; and

WHEREAS, the City and JPPA Local Number 32 have reached a tentative agreement to the terms of a successor 2013 – 2015 Labor Agreement, a true and correct photocopy of which is attached hereto, reiterated, and incorporated herein by reference as if fully set forth verbatim [with the changes between the two agreements highlighted], which tentative agreement will be ratified by the membership of JPPA Local Number 32 on Monday, the 10<sup>th</sup> day of December 2012; and

WHEREAS, the proposed tentative successor agreement is recommended by the City Administration for Common Council approval, which Council find it in the City's best interests and of benefit to the community and taxpayers.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Janesville that they hereby approve the attached proposed tentative 2013 – 2015 Labor Agreement By and Between the City of Janesville and JPPA Local Number 32; and further direct the City Administration to execute same and implement the Agreement's terms, conditions, and provisions on behalf of the City of Janesville and Common Council.

ADOPTED: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Eric J. Levitt, City Manager

ATTEST:

\_\_\_\_\_  
Jean Ann Wulf, City Clerk-Treasurer

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Wald Klimczyk, City Attorney

Proposed by: City Manager  
Prepared by: Human Resource Director and  
City Attorney

Motion by:				
Second by:				
Councilmember	Aye	Nay	Pass	Absent
Dongarra-Adams				
Farrell				
Kealy				
Liebert				
Severson				
Steeber				
Voskuil				

CITY OF JANESVILLE

AND

JANESVILLE PROFESSIONAL POLICE ASSOCIATION

2013 – 2015

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## TABLE OF CONTENTS

	<u>Page Number</u>
<b><u>ARTICLE I - Purpose of Agreement</u></b> .....	3
<b><u>ARTICLE II - Recognition</u></b> .....	3
<b><u>ARTICLE III - Definitions</u></b> .....	3
<b><u>ARTICLE IV - Salaries</u></b> .....	4
<b><u>ARTICLE V - Retirement Factor</u></b> .....	5
<b><u>ARTICLE VI - Probationary Period</u></b> .....	5
<b><u>ARTICLE VII - Hours</u></b> .....	6
<b><u>ARTICLE VIII - Paid Overtime</u></b> .....	7
<b><u>ARTICLE IX - Holiday Pay</u></b> .....	11
<b><u>ARTICLE X - Temporary Duty</u></b> .....	12
<b><u>ARTICLE XI - Uniform Cost Allotment</u></b> .....	12
<b><u>ARTICLE XII - Vacation Schedule</u></b> .....	14
<b><u>ARTICLE XIII - Sick Leave, Emergency Leave And Leave of Absences</u></b> .....	16
<b><u>ARTICLE XIV - Health Insurance</u></b> .....	20
<b><u>ARTICLE XV - Life Insurance</u></b> .....	21
<b><u>ARTICLE XVI - Income Protection Disability Insurance</u></b> .....	21
<b><u>ARTICLE XVII - Medical Examinations</u></b> .....	21
<b><u>ARTICLE XVIII - Mileage</u></b> .....	22
<b><u>ARTICLE XIX - Maintenance of Rights - Management &amp; Association</u></b> .....	22
<b><u>ARTICLE XX - Continuation of Service</u></b> .....	23
<b><u>ARTICLE XXI - Specialist Positions</u></b> .....	23
<b><u>ARTICLE XXII - Grievance Procedure</u></b> .....	24
<b><u>ARTICLE XXIII - Disciplinary Action</u></b> .....	26
<b><u>ARTICLE XXIV - General Orders Review Committee</u></b> .....	26
<b><u>ARTICLE XXV - Amendment Provision</u></b> .....	26
<b><u>ARTICLE XXVI - Savings Clause</u></b> .....	27
<b><u>ARTICLE XXVII - Full Association</u></b> .....	27
<b><u>ARTICLE XXVIII - Permanent Shifts</u></b> .....	28
<b><u>ARTICLE XXIX - Shift Premium</u></b> .....	29
<b><u>ARTICLE XXX - Personal Leave Day</u></b> .....	29
<b><u>ARTICLE XXXI - Deferred Compensation Program</u></b> .....	29
<b><u>ARTICLE XXXII - Nepotism</u></b> .....	29
<b><u>ARTICLE XXXIII - Joint Safety &amp; Working Conditions Committee</u></b> .....	30
<b><u>ARTICLE XXXIV - Tuition Reimbursement</u></b> .....	30
<b><u>ARTICLE XXXV - Residency</u></b> .....	31
<b><u>ARTICLE XXXVI - Canine Handler Position</u></b> .....	31
<b><u>ARTICLE XXXVII - Terms of this Agreement</u></b> .....	34
<b><u>Side Letter – Laborfest, Inc. Labor Day Parade</u></b> .....	35
<b><u>Side Letter – Labor Fest, Inc. Labor Day Parade (Cont.)</u></b> .....	36
<b><u>Side Letter – Short Term Disability Plan Option</u></b> .....	37

## **AGREEMENT**

CITY OF JANESVILLE, WISCONSIN, AND  
JANESVILLE PROFESSIONAL POLICE ASSOCIATION

### **ARTICLE I – PURPOSE OF AGREEMENT**

#### **Section 1.01**

It is the intent and purpose of the parties hereto that this Agreement shall promote and improve working conditions between the City of Janesville and the Janesville Professional Police Association, hereinafter referred to as the "Association" and to set forth herein rates of pay, hours of work and other terms and conditions of employment to be observed by the parties hereto.

#### **Section 1.02**

Both parties agree that there shall be no discrimination by either party against any employee covered by this Agreement because of membership or activities in the Association, or lack thereof, nor will the City interfere with the right of such employees to become members of the Association. Further, each party agrees that it shall not practice any form of discrimination, based on race, color, religion, age, ancestry, sex or national origin, against any person who desires to become a member of the Association.

### **ARTICLE II - RECOGNITION**

#### **Section 2.01**

This Agreement made and entered into at Janesville, Wisconsin, pursuant to the provisions of Chapter 111.70 and Chapter 40 of the Wisconsin Statutes by and between the City of Janesville, a municipal corporation, as a municipal employer, hereinafter referred to as the "City" and Janesville Professional Police Association, as sole bargaining agent for officers of the Janesville Police Department, municipal employees hereinafter referred to as the "Association". This Agreement does not cover officers of the rank of line-sergeant, lieutenant, captain, assistant chief or chief.

### **ARTICLE III - DEFINITIONS**

#### **Section 3.01**

The department head is the Chief of the department, the Acting Chief or any other individual to whom the Chief or Acting Chief has delegated authority.

#### **Section 3.02**

Where the term "City Manager" is used, the Agreement shall be construed to include any individual to whom the City Manager has delegated authority.



### Section 3.03

The Chief of Police or his authorized designee is considered an authorized representative of the City and as such is charged with the responsibility of carrying out the direction of the City.

### Section 3.04

"Patrol Officer" as used herein shall mean every police officer under the rank of sergeant.

### Section 3.05

"First-year officer" is an officer who is in his first year of employment; a "second-year officer" is an officer who has completed his first year of employment; "third", "fourth", "fifth", "sixth", "seventh", "eighth", "ninth", and "tenth" year officers refers to the year of employment the officer is commencing but has not yet completed.

## ARTICLE IV - SALARIES

### Section 4.01

Effective January 1, 2013, the annual salaries of Police Officers of the City of Janesville shall be increased by two percent (2%).

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### Section 4.02

Effective January 1, 2014, the annual salaries of Police Officers of the City of Janesville shall be increased by two percent (2%).

### Section 4.03

Effective January 1, 2015, the annual salaries of Police Officers of the City of Janesville shall be increased by four and one-quarter percent (4.25%).

### Section 4.04

The aforementioned salary does not include the retirement factor covered by Article V of this Agreement.

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### Section 4.05

Effective January 1, 1987, designated Field Training Officers shall receive an additional two (2) percent in salary. Effective 1 January 2000, designated Range Officers shall receive an additional two (2) percent in salary.

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### Section 4.06

Effective January 1, 1998, the probationary wage will be reduced to \$26,000.

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### Section 4.7

Effective January 1, 2012, Officers shall receive the following annual premium payments for certifications earned the preceding year:

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- |    |                        |       |
|----|------------------------|-------|
| A. | CPR Certification      | \$150 |
| B. | Firearms Certification | \$150 |

## **ARTICLE V – RETIREMENT FACTOR**

### **Section 5.01**

Effective 1 January 2013, employees shall pay 6.65% consistent with the General Employee's WRS contribution rate of wages. Employees hired on or after July 1, 2011, shall contribute the full amount of the General Employee's WRS contribution rate as established by law.

### **Section 5.02**

Effective January 1, 2014, employees shall pay the employee share up to 6.65% of the General Employee's WRS Contribution rate of wages. Employees hired on or after July 1st, 2011, shall contribute the full amount of the General Employee's WRS contribution rate as established by law.

### **Section 5.03**

Effective 1 January 2015, employees shall pay the employee share up to 7% of the General Employee's WRS contribution rate of wages. Employees hired on or after July 1st, 2011, shall contribute the employee's share to the Wisconsin Retirement System as established by law.

### **Section 5.04**

Contribution rates are determined and approved by Employee Trust funds from time to time.

### **Section 5.05**

All such payments made by the employee under the terms of this article shall be treated as employee contributions and not municipal contributions subject to the provision of Wisconsin Statutes 40.05(2m).

## **ARTICLE VI – PROBATIONARY PERIOD**

### **Section 6.01**

All new employees shall serve a probationary period for the first consecutive eighteen (18) months of employment unless extended by the Chief for a period not to exceed six (6) months. All employees who have completed the probationary period shall be known as regular employees and the probationary period shall be considered part of the seniority time. The probation of a probationary police officer eligible (in accordance with the applicable Federal and State Acts) for and requesting Family and/or Medical Leave under the Federal Family and Medical Leave Act of 1993 and/or Wisconsin Family or Medical Leave Act of 1988, shall be automatically extended by the length of the Leave.

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## **ARTICLE VII - HOURS**

### **Section 7.01**

The normal work week for shift employees covered by this Agreement shall be five (5) work days and two (2) days off followed by five (5) work days and three (3) days off. A work day shall consist of eight (8) hours regular duty plus one-half (1/2) hour at the commencement of the shift which shall normally be used for training purposes except for emergency reasons. Employees will be entitled to one-half hour for lunch.

### **Section 7.02**

The work day for employees working on a schedule of five (5) work days followed by two days off shall be eight (8) hours per day. Employees will be entitled to one-half hour for lunch.

### **Section 7.03**

Officers assigned to the Street Crimes Unit (SCU) will work a 5-2 / 5-3 schedule. Officers assigned to SCU will assume the higher of the two shift differentials during the course of the assignment. Officers assigned to SCU will receive no additional compensation due to the assignment other than shift differential. A SCU assignment shall be for 3 years with one year extensions up to a total SCU assignment of 5 years. Extensions must be approved by the Division Commander.

### **Section 7.04**

Employees may exchange days off provided that any such change shall be paid back within ninety (90) days of the exchange. It is the express intent that exchanges shall only occur if there is a one for one replacement. Earned time off may be used on exchange day payback, but such requests will take the lowest priority. Any exchange can be denied provided that a reason is given relating to the needs of the Police Department. One-half (1/2) day trades will be permitted; however there shall be no thirty (30) minute lunch break during the four (4) hours of work.

### **Section 7.05**

Members will continue to be allowed to trade days off to cover scheduled board meetings and state conventions.

### **Section 7.06**

Officers assigned to the Street Crimes Unit or assigned to or promoted into positions such as: Court Officer, Crime Prevention, Detective, Drug Unit, Identification Unit, Neighborhood Resource Officer, Police-School Liaison Officer, School Resource Officer and Street Crimes Unit shall have the ability to "flex" their normal duty hours. Any flexing of normal duty hours shall be on a mutually agreed upon basis between the employee and the Chief or his/her designee. The flexing of normal duty hours shall be defined for the purposes of this agreement as the altering of the normal starting and/or ending times of a shift; including starting a shift early or ending a shift late in order to take time off during the normal duty hours.

## **ARTICLE VIII – PAID OVERTIME**

### **Section 8.01 Definitions**

- A. Overtime is all work in excess of regular duty hours, including but not limited to, scheduled overtime, unscheduled overtime, standby overtime and court-related overtime.
- B. Standby time is the placing, by the Chief of Police, of an employee on notice to standby and be ready to report for active duty (which normally would occur as the result of an emergency) at a time other than his/her normal duty time.
- C. Court-related overtime is overtime earned as the result of court appearances, signing complaints and depositions involving the City of Janesville as plaintiff or defendant, when called by the City on the City's behalf, and any civil appearance required by virtue of the officer's employment. Upon prior approval of the Chief of Police, Prosecutor or City Attorney mandated trial preparation may be considered court-related overtime. The decision of the Chief of Police shall be final.
- D. Scheduled overtime is any overtime that is known to the City 10 days prior to the event.
- E. Unscheduled overtime is any overtime that is not known to the City 10 days prior to the event.

### **Section 8.02 Overtime**

- A. Overtime shall be compensated by one and a half times the employee's computed hourly rate.

Recorded time for hours worked by employees for overtime must be rounded to the nearest increment of 15 minutes:

0 - 7 minutes beyond the normal work day      0 minutes

8 - 22 minutes beyond the normal work day      15 minutes

23 - 37 minutes beyond the normal work day      30 minutes

- B. Employees ordered to report for duty during off duty hours, will be compensated for a minimum of 2 hours overtime, except when the employee is at the police station 30 minutes or less before their regular shift start time. In this case, the seniority rotational program is waived and the employee shall be compensated 30 minutes of overtime for starting his or her shift early.
- C. Employees who sign up or are assigned to work overtime that is canceled 12 hours or less prior to the event will receive 2 hours overtime pay.

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- D. Employees working a 5-2 schedule may work overtime in an area that is not directly related to their regular daily duties as long as they are properly trained, as determined by the Chief.
- E. All overtime must be approved in advance by the employee's supervisor.
- F. Police officers shall receive one-half (1/2) hour of overtime at time and one-half if their supervisor does not provide the officer with a one-half (1/2) hour meal break if the officer otherwise works a full shift the day that (s)he did not receive the meal break.

#### Section 8.03 Standby Time

When employees are required to standby for duty, such overtime payment shall, not exceed a period of twenty-four (24) hours per occurrence. Should an acute problem exist requiring the need for standby duty in excess of twenty-four (24) hours, the City Manager or his representative shall discuss the matter with elected officers of the Association at that time, in order to determine compensation during the period of the problem and such compensation shall be by mutual agreement between the City and the Association.

#### Section 8.04 Scheduled Overtime

- A. Scheduled overtime will first be posted for employees to sign up. Postings will be placed on the bulletin board in the briefing room at least 10 days prior to the event.
- B. In the event there are still openings after it has been posted, these openings will be assigned by the Chief of Police five (5) days prior to the event.
- C. Employees assigned to work scheduled overtime will be assigned by seniority starting at the bottom of the seniority list. No employee will be assigned two days in succession on their off days.
- D. No employee will be assigned to work if such duty would fall on a vacation day, personal day, floating holiday, compensatory day or a scheduled trade.

#### Section 8.05 Unscheduled Overtime

- A. When there is an incident, excessive activity, or illness that occurs within two (2) hours immediately preceding or following a regularly scheduled shift change, the Chief of Police may, at his or her discretion, order the oncoming shift in early or hold over the duty shift to accommodate department staffing needs. Such order-in or holdover shall be done based upon the most senior officers first being allowed to volunteer to work, and if sufficient staff does not volunteer reverse seniority shall be used for holdover/order-in.
- B. All employees will be offered the opportunity to work unscheduled overtime on a rotating basis from a list of employees that have indicated a willingness to work overtime and the hours that each employee is willing to work.

- C. Such list will be compiled quarterly.
- D. If no employee is willing to work the time needed the Chief of Police shall assign employees needed to cover the hours.
- E. Employees assigned to work unscheduled overtime will be assigned by seniority starting at the bottom of the seniority list. No employee will be assigned two days in succession on their off days. For overtime that immediately precedes or follows a regularly scheduled patrol shift, the least senior on-duty officer will be assigned the overtime for up to four hours.
- F. No employee will be assigned to work if such duty would fall on a vacation day, personal day, floating holiday, compensatory day or a scheduled trade.
- G. Sections A through F can be superseded by the Chief of Police for any circumstance as determined by the Chief.

#### Section 8.06 Court-related Overtime

- A. Signing complaints. Employees will be credited with a minimum of one (1) hour for travel time and signing complaints locally.
- B. Travel time for court appearances. Employees who are required to appear in Rock County Courts will be credited with one (1) hour for travel time in addition to time actually spent in court. Employees who are required to appear in other courts outside of Rock County will be compensated for actual travel time in addition to time spent in court. Travel time will be paid for Prosecutor or City Attorney mandated trial preparation that are approved by the Chief of Police and also for depositions that involve the City of Janesville as plaintiff or defendant when called by the City on the City's behalf.
- C. When an employee is scheduled to appear in Court in a case prosecuted by the District Attorney's or the City Attorney's Office, or has prior approval from the Chief of Police to appear for a Prosecutor or City Attorney mandated trial preparation with the District Attorney's or City Attorney's Office or is requested to give a deposition involving the City of Janesville as plaintiff or defendant when called by the City on the City's behalf, the employee will receive credit for court-related overtime. If any such appearance is canceled less than 24 hours before the scheduled appearance, the employee will receive one hour's overtime pay. Employees will be credited with a minimum of one hour's pay for these court-related appearances. In the event that the employee appears in court by request of the prosecuting agency and the employee is then informed they will be needed only at some subsequent unspecified time later that day, the employee may elect to remain from the time that (s)he was originally requested or subpoenaed to appear until the time when (s)he is actually called or dismissed and receive pay for the entire period.



#### Section 8.07

There shall be no pyramiding of overtime pay.

#### Section 8.08 Compensatory Time and Paid Leave

- A. Employees may elect to accrue a maximum of forty-eight (48) hours of compensatory leave at any given time, in lieu of overtime cash payment. Upon such election, compensatory time shall be computed by crediting the employee with 1-1/2 hours compensatory time for each hour of overtime worked. Effective upon the signing of the 2008 – 2010 contract, for each overtime opportunity employees may select to receive compensation as compensatory time or overtime pay, prior to the work being performed. Compensation for each overtime opportunity must either be overtime pay or compensatory time and may not be split between the two.
- B. Prior to December 31st, each employee must submit to the Chief of Police the number of hours of compensatory leave they wish to accrue for the following calendar year.
- C. All overtime earned will be credited to the employee's compensatory leave account until his/her requested accrual has been reached.
- D. Compensatory time must be used in a minimum of 1 hour segments in the year it is earned. Effective for the payout in 2005, employees will be paid for unused compensatory leave time in the second pay period of January of the following year.
- E. The use of compensatory time will be based on a minimum of three officers off at one time per shift using the following priority:

##### Employees on 5-2 Schedule

Vacation  
Extra Day-Holiday During vacation  
Personal Day  
Floating Holidays  
Compensatory Time ( $\geq$  4 hr. block)  
Compensatory Time ( $<$  4 hr. block)  
Other earned time off

##### Employees of 5-2/5-3 Schedule

Vacation  
Personal Day  
Floating Holidays  
Compensatory Time ( $\geq$  4 hr. block)  
Compensatory Time ( $<$  4 hr. block)  
Other earned time off

"Other earned time off" shall include award days, wellness days, United Way days, or any other time not described above.

Effective 1 January 2011, unscheduled vacation leave or other time off for officers assigned to a uniform patrol shift shall be granted to three (3) police officers off at any one time. Exceptions may be granted at the discretion of the shift commander depending upon staffing needs. Any disputes caused by multiple or single day requests for the same day off will be settled by using the priority list first and the seniority list second.



Cancellation of any paid time off identified on the priority list shall occur only if the officer provides at least a twenty-four (24) hour advance notice.

- F. An officer choosing to take earned time off may request such time between thirty (30) days and one (1) hour prior to the date requested, however, no bumping shall occur within seven (7) days of the requested day. Time off requested after the start of a shift will be at the discretion of the shift supervisor based on available staffing and calls for service.
- G. Compensatory leave may not be requested until the employee has actually accrued the time.

## **ARTICLE IX – HOLIDAY PAY**

### **Section 9.01**

Employees on a 5-2 schedule shall be eligible for 11 paid holidays; New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Thanksgiving Friday, Christmas Eve Day, Christmas Day, and three floating holidays. A holiday shall cover a 24 hour period beginning at 7:00 A.M. on the day of the holiday and continue until 7:00 A.M. on the following day. Effective in 2004, employees requesting pay for unscheduled floating holidays shall submit a request by November 15, to be paid out on the first pay period in December. Floating holidays not used by the end of the year shall be paid out in the second pay period of January of the following year.

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### **Section 9.02**

Employees on a 5-2, 5-3 schedule shall be guaranteed 11 paid floating holidays per calendar year. Floating holidays may be picked using the priority list in Article VIII, Section 8 (E) with a stated minimum of three (3) officers off at one time per shift. Effective in 2004, employees requesting pay for unscheduled floating holidays shall submit a request by November 15, to be paid out on the first pay period in December. Floating holidays not used by the end of the year shall be paid out in the second pay period of January of the following year. When an employee on a 5-2, 5-3 schedule is required to work overtime on any of the holidays listed in Section 1, or Easter or Veteran's Day, they will receive 2 times their hourly rate for the hours worked. Any newly hired employee will receive floating holidays on a pro-rated basis based on the number of full months worked in that first partial year. Any employee that terminates employment, except for dismissal with cause, shall receive floating holidays for that year on a pro-rated basis based on the time employed the year they terminate. Floating holidays may be taken in 4 or 8 hour segments.

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Deleted: For calendar year 2011 only, employees will be eligible for one (1) additional floating holiday for use in 2011. This additional floating holiday shall not continue in future years.

### **Section 9.03**

Employees on a 5-2 schedule will be given holidays off without extra pay. If a holiday falls on a Saturday, the holiday will be observed on the preceding Friday, and if the holiday falls on a Sunday, the holiday will be observed on the following Monday. If department needs require investigative services on a holiday, the Division Commander will be responsible for recalling the detective or detectives required. Such required

investigative services on a holiday shall be compensated at double the employee's normal hourly rate.

**Section 9.04**

Normal hourly rate as used herein shall be computed by taking the applicable rates set out in Article IV hereof and dividing by 2064 for employees on a 5-2, 5-3 schedule and 2080 for employees on a 5-2 schedule.

**ARTICLE X – TEMPORARY DUTY**

**Section 10.01**

Officers who are required to work on an "acting" basis for a period of more than five consecutive work days in any position outside of the bargaining unit shall receive the commensurate rate of pay of that position for that period.

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**Section 10.02**

Officers wishing to engage in a temporary assignment will have the opportunity to do so the following basis. This assignment can occur only if all criteria are met.

1. The assignment will be temporary in nature, not to exceed six (6) months.
2. The assignment will be voluntary in nature.
3. The assignment will be mutually agreed upon by the officer and the Chief of Police or his designee.
4. The JPPA shall be notified of the mutually agreed-upon temporary assignment.
5. The officer assigned to the temporary position will assume the higher of the two shift differentials during the course of the assignment. In the event the officer fills a position that would require a promotion, the officer will assume that pay scale for that time period. After the assignment has been satisfied the officer will return to his or her regular pay scale.
6. Temporary assignments will not be subject to "order in."
7. In the event that the temporary assignment will cover a period of time extending past six (6) months, the Association and the Police Administration shall convene to address the extension. If an extension is needed, a mutual agreement between the Association and the Police Administration must be reached prior to approval of the extension.
8. All temporary assignment shall be subject to contract language regarding posting and seniority except for #9 below.
9. Temporary assignments requiring specialized skills, training or knowledge will be posted with the necessary assignment requirement and shall be filled on that basis of the officer having those skills, training or knowledge.

**ARTICLE XI – UNIFORM COST ALLOTMENT**

#### Section 11.01

- A. The City will pay 100% of the cost of uniforms for all officers. All purchases shall be authorized in writing by the Chief of Police or designee on the appropriate form. All items thus purchased or replaced will remain the property of the City and any item that is replaced will require that the worn out item be returned to the Department. All clothing issued to the employee will be returned to the City upon termination of employment.
- B. Effective 1 January 2000, officers may purchase vests at a threat level above the vests normally purchased by the City provided that the officers pay the cost difference to the City at the time of order.

#### Section 11.02

The City will purchase and replace when necessary the officer's weapon. The weapon will remain the property of the City. The Chief of Police will establish a maintenance repair policy for weapons. The City will pay the cost of maintenance and repair of weapons.

#### Section 11.03

Effective January 1, 1997, the City shall replace or repair articles of personal clothing damaged in the line of duty. The City shall pay the cost up to \$150 per occurrence to repair or replace eyeglasses or contact lenses; \$60 per occurrence for watches; \$65 per occurrence for uniform footwear; not to exceed a calendar year maximum of \$300 per officer. Reimbursement will be paid after submission of a report documenting the incident and receipts.

#### Section 11.04

For uniformed employees, the City will pay the full cost of cleaning of uniform jackets and hats. The City will pay the full cost of repairing uniforms. Effective January 1, 2008, 2009, and 2010, the City will pay \$270, \$280, and \$290, respectively, per year to each uniformed employee for each employee's laundering and dry cleaning of all other parts of the uniform. This yearly payment shall be paid in two equal installments: on the last pay period in June and on the last pay period in December.

#### Section 11.05

Effective 1 January 2008, 2009, and 2010, for employees who wear civilian clothes during the normal course of their duties, and excluding officers in the Street Crimes Unit, the City will pay \$700, \$725, \$750, respectively, for the initial purchase of such civilian clothing and a \$100 shoe allowance. Each calendar year thereafter, the appropriate clothing allowance will be paid on the second pay period in January. Effective upon the signing of this Labor Agreement, the City will pay the full cost of dry cleaning, laundering and repairing of such civilian clothes, up to an annual maximum of \$700 per eligible employee.

#### Section 11.06

Effective 1 January 1995, the City shall pay \$75.00 per year per uniformed patrol officer for a shoe allowance. The amount shall be added to the June check for uniformed employees.



Effective 1 January 2008, the City shall pay \$100 per year per uniformed patrol officer for a shoe allowance. The amount shall be added to the June check for uniformed employees.

Section 11.07

For officers in the Street Crimes Unit, the City will pay \$375 per year per eligible employee, in accordance with the payment schedule identified in Section 11.05 above. For officers temporarily assigned to the Street Crimes Unit, the employee shall receive a prorated clothing allowance, based upon the number of months (s)he is assigned.

**ARTICLE XII – VACATION SCHEDULE**

Section 12.01

Newly hired full-time employees will receive vacation on a prorated basis based on the number of full months worked from the date of hire as a full-time employee to December 31st of that year. Such vacation shall be taken during the calendar year following the year in which it is earned. Thereafter, such employee shall receive two weeks of paid vacation each calendar year until such time as the employee is eligible for additional vacation as described in the above chart.

Section 12.02

Vacation leave shall be computed on the basis of a five (5) day work week. Vacation leave time shall be granted in the calendar year to employees who have reached the following level of service during any part of such calendar year.

Second Year Officer. . . . .	2 Weeks
Eighth Year Officer. . . . .	3 Weeks
Fifteenth Year Officer. . . . .	4 Weeks
Twentieth Year Officer. . . . .	5 Weeks

Section 12.03

The selection of weekly vacation periods shall begin on December 1st of the year prior to the new vacation year and shall end on March first of the new vacation year.

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Section 12.04

Vacation leave will be granted to three (3) police officers at any one time in each Division or Shift using the priority order listed in Article VIII, Section 8.08 (E). Exceptions may be granted at the discretion of the shift commander based upon staffing needs.

Section 12.05

Vacation leave time may be split into separate vacation leave times.

- A. Officers with two weeks vacation leave may take such leave in multiple or single day picks.

- B. Officers with three weeks vacation leave must have one (1) vacation period that comprises one (1) work week (5 days) and may take the remaining leave in multiple or single day picks.
- C. Officers with four weeks vacation leave must have two (2) vacation periods that comprise one (1) work week (5 days) and may take the remaining leave in multiple or single day picks.
- D. Officers with five weeks vacation leave must have three vacation periods that comprise one (1) work week (5 days) and may take two weeks in multiple or single day picks.
- E. The selection of vacation leave time shall be by seniority. The senior officer on the division or shift will select his/her first vacation selection; one week or consecutive full weeks of vacation leave. Officers will then rotate by seniority, choosing their full weeks of vacation leave time. The rotation of selecting full weeks will continue with repeated seniority rotation until no officer's desire additional full weeks of vacation.
- F. Scheduled multiple day and single day vacation leave selections will be made after all five day selections have been made. Multiple and single day selections will be made by seniority with the officer selecting a maximum of five (5) vacation leave days. Officers will then rotate by seniority, choosing their multiple and single day selections of vacation leave time. The rotation of selecting multiple and single days of vacation leave will continue with repeated seniority rotation until no officers desire additional days of vacation.
- G. Officers choosing not to pre-schedule single vacation days may request such days by notifying his/her division or shift supervisor at any time up to one (1) hour prior to the start of the shift on the date requested, however, no bumping of a less senior officer shall occur for scheduled vacation day(s) and within seven (7) days of the requested day(s) off for other scheduled earned time, per section 8.08F. Multiple requests submitted on the same day will be approved by seniority. Senior officers with scheduled earned time off other than a vacation day(s) will be given the opportunity to change their day(s) off to a vacation day(s) to avoid being bumped. Whenever there is a scheduled special event requiring the posting of overtime, the officers using multiple or single days must request them prior to the five (5) day deadline for ordering officers in for duty because of the special event. Any request received after the order in deadline may be denied based upon staffing needs regardless of the availability for time off.
- H. Cancellation of single and multiple day vacation picks shall occur only if the officer provides at least a twenty-four (24) hour advance notice.

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- I. If any day becomes available for employees to use earned time off, all employees that are affected will be notified by supervision for the opportunity to submit for the day off.

#### Section 12.06

Any vacation days not taken during the year in which they were earned shall be forfeited. However, such vacation days may be extended into the following year, if such extension is approved in advance by the Chief of Police. Any vacation days so extended must be taken within the first two months of said following year.

### **ARTICLE XIII – SICK LEAVE, EMERGENCY LEAVE and LEAVE of ABSENCES**

#### Section 13.01 Sick Leave

- A. Sick leave is the necessary absence from duty of an employee because of illness, injury or exposure to contagious diseases suffered by the employees, or absence authorized for medical or dental care. Effective upon contract signing, up to five (5) days per calendar year may be used for the minor (non-FMLA) illness of dependent children under the age of sixteen (16), provided the employee's absence cannot reasonably be avoided and the child is under the direct care of the employee.
- B. Sick leave with pay is earned at a rate of one (1) day per month of service or twelve (12) days per year of employment; however, employees may use a reasonable amount of sick leave, not in excess of twelve (12) days, in advance of earning it during the probationary period if needed. Unearned sick leave will be charged as a debit against future credit earned. Unused sick leave will accumulate from year-to-year to a maximum of one hundred twenty (120) days.
- C. As an additional benefit, the City may authorize the use of up to thirty (30) days of sick leave in advance of earning it. It is the City's intent to make such authorizations only in situations in which a major illness or injury has used up or will use up large amounts of sick leave at one time. The City's discretion shall control. All use of sick leave in advance of earning it will be charged as a debt against future sick leave earned.
- D. Sick leave is charged in terms of days and fractions of days, to the nearest full hour. For necessary visits, during working hours to doctors and dentists, sick leave will be charged and shall be reported separately for each absence. The head of the department may require a doctor's certificate or other evidence to substantiate the legitimacy of any sick or emergency leave. In general, a doctor's certificate should not be required for absences of less than four (4) workdays charged to sick leave. Employees will not be paid for sick leave unless the City's sick leave explanation sheet is first correctly filled out and returned to the employee's supervisor before commencing duty. Such sick leave explanation sheet shall be completed during the employee's regular work time. Incorrect

statements knowingly made on such sheet shall subject the employee to discipline.

- E. Medical examination by the City's examining physician may be required after prolonged serious or repetitious illness, major surgery or injury whether incurred on the job, or off. Return to duty after prolonged sick leave and medical examination depends upon the decision of the department head, based on medical information supplied by the employee's physician, the City's appointed physician, and published medical standards. Serious cases will be discussed with the office of the City Manager and/or the City's appointed physician so that the employee may be considered for separation from the service if it is found:

- (1) That the employee is incompetent or inefficient on the performance of their duty. (Incompetent shall mean, "wanting in adequate strength, capacity, or physical and/or mental qualifications.")
- (2) That the employee has some permanent or chronic physical or mental ailment or defect which incapacitates the employee for the proper performance of their duties.
- (3) That the employee has hindered the regular operation of the department or division because of excessive absenteeism.

The department head shall arrange for the medical examination of any employee with doubtful health qualifications.

- F. At his discretion, the Chief may require an injured or ill employee who is capable of doing so to return to work on light duty assignment, as permitted by the employee's medical doctor and as provided by City policy.

- G. When, at the end of the year, an employee has accumulated more than one hundred twenty (120) days of sick leave, except for the one hundred twenty (120) day limit, such employee will be paid thirty dollars (\$30.00) for each day over the one hundred twenty (120) day limit. Effective for the payout for 2011, the payout per day will increase to \$100.

- H. Upon retirement, the employee shall be paid \$25.00 per day per unused sick day up to 90 sick days. Any sick days over 120 shall be paid at the daily rate of \$100.00, as stated in Section G of this Article.

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- I. The use of sick leave as paid substitution for FMLA shall count against the sick leave payout described in this Section.

#### Section 13.02 Injury

- A. Absence due to injury on the job is not charged to sick leave. Medical problems arising from service-connected accidents will be reviewed by the department head and the City's legal counsel, based upon medical



information supplied by the employee's physician, the City's appointed physician and published medical standards, all subject, however, to the Worker's Compensation Regulations of the Wisconsin Statutes.

- B. Employees sustaining injuries on any employment other than City of Janesville employment will not be entitled to sick leave with pay.
- C. An employee who is injured on the job or while taking off duty enforcement action which is within the scope of their authority as a Police Officer, and which is consistent with department rules, regulations and policy, may, at the election of the employee, turn over to the City any amounts received from any Worker's Compensation benefits and the City shall, in the event of such election, continue to pay the employee the full salary to which the employee would otherwise be entitled until return to duty or until the employee is judged unable to perform their duties pursuant to Wisconsin Statutes. Benefits shall not be available after thirty (30) calendar days from the injury unless continued absence from duty is found to be necessary by an independent physician at the City's expense. Further examination and decisions by such independent physician may be required at the City's expense. Such full pay does not deduct from sick leave.

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#### Section 13.03 Funeral Leave

- A. Funeral leave is the necessary absence from duty of an employee because of the death of a member of their immediate family. The term "immediate family" shall mean the spouse, children, parents, grandchildren, grandparents, daughter-in-law, son-in-law, brother, sister, brother in law, sister in law, step parents, step brother, step sister, half-brother, and half-sister, and domestic partner (as defined in City Policy) of the employee, and the children, and parents of the employee's spouse.
- B. The term "close relative" shall mean the any member of the employee's household who is a resident of the employee's home, or an aunt, uncle, cousin, niece, and nephew of the employee or the employee's spouse.
- C. An employee shall be granted funeral leave with pay for scheduled time lost during the period from three days before the funeral up to and including one day after the funeral; not to exceed a total of three (3) working days for the purposes of attending the funeral of a member of the employee's immediate family.
- D. An employee shall be granted one (1) work day of funeral leave with pay for scheduled time lost to attend the funeral of a close relative.
- E. Employees who act as pallbearers during regular work hours shall receive up to eight (8) hours of funeral leave.
- F. A brief explanation of the circumstances and family relationship in each case of funeral leave shall be shown on the request for funeral leave of

absence form. Substantiation of the necessity for the funeral leave may be required at the discretion of the Police Chief.

- G. Employees who are off on an accrued, earned day off (i.e. vacation, floating holiday, compensatory time, personal day; NOT regular days off) will have access to the funeral leave benefit.

#### Section 13.04 Emergency Leave & Family and Medical Leave

- A. Emergency leave is the necessary absence from duty of an employee because of 1.) emergency or 2.) critical illness of a member of their immediate family requiring the presence of the employee. "Immediate family" is defined by FMLA.
- B. A brief explanation of the circumstances and family relationship and each case of emergency leave shall be shown on the request for emergency leave of absence form. Substantiation of the necessity for emergency leave may be required at the discretion of the Chief of Police.
- C. An eligible employee may be granted emergency leave with pay chargeable to sick leave not to exceed a total of five (5) work days in each incidence of emergency leave.
- D. Family and Medical Leaves shall be consistent with state and federal laws.
- E. Employees shall pay the full cost of health insurance premium after a Statutory Family Leave exceeds the limits permitted by law.
- F. Seniority shall continue to accrue while employees are on Family and Medical Leave.

#### Section 13.05 Miscellaneous Leave of Absence

- A. Leave of absence may be granted by the head of the department under necessary circumstances for a limited period. If granted, this leave of absence will be charged against salary as time off without pay. The request must be reasonable and requested in accordance with departmental policies.
- B. An employee will not be permitted to work their regular days off, except at the convenience of the department, for the purpose of leave of absence during scheduled working days.

#### Section 13.06 Absence Without Leave

Any absence of an employee that is not authorized under these rules shall be considered an absence without pay. At any time that an employee is absent without leave, such employee shall be subject to discipline if the absence is for one (1) or more consecutive days.

## ARTICLE XIV – HEALTH INSURANCE

## Section 14.01

The City will pay the premium for employees and dependents, if any, for the medical care and major medical care plan, except that effective 1 January 2013, employees will pay the following employee monthly premium copayments, depending upon the plan option selected. The medical benefits are as set forth in the Employee Benefit Manual.

Employee medical and dental premium copays summarized in the table below shall be divided in two and deducted in equal payments on the first two payrolls per month:

y		y		y		y		y	
	y		y		y		y		y
y		y		y		y		y	
	y		y		y		y		y

Year	Choice		EPO		Dental	
	Single	Family	Single	Family	Single	Family
1/1/13	\$64.00	\$160.00	\$64.00	\$160.00	\$3.16	\$10.23
1/1/14	\$64.00	\$160.00	\$64.00	\$160.00	TBD	TBD
1/1/15	\$70.40	\$176.00	\$70.40	\$176.00	TBD	TBD

Employees participating in a health risk assessment (HRA), including a meeting to discuss the results, shall be eligible for a discount in their premium copay equal to 1% of the total premium cost of the selected plan. For HRA implementation, any employee who takes the HRA in 2010 or 2011 would receive the 1% discount in their [2013](#) premium copays.

## Section 14.02

- A. The monthly employee premium copayments are as indicated in the table above, throughout the term of this agreement. Future increases in the dental employee premium copayments shall be increased based upon the same percentage increase applied to the premium cost.

## Section 14.03

Effective June 1, 1997, the City will pay the full premium for employee vision care plan coverage and employees will pay for family or dependent coverage under the Vision Care plan if they choose family or dependent coverage.

## Section 14.04

The following identifies the premium copayments for retirees:



1. Employees retiring prior to and in 2004: There will be no change in the premium copayments previously paid by these retirees and they will not have their premium copay rights affected by this Article. In addition, such retirees may change plan options during dual choice enrollment without any change in their premium copayments.
2. Employees retiring in 2005 and future years: The premium copayments shall be based upon the plan option selected in the year of retirement, and shall be increased by 5% per year thereafter. Such retirees who change health plan options during dual choice enrollment shall pay a premium copay for the newly selected plan based upon the amount of the copay applicable for such plan in the year they retired with annual 5% increases thereafter.

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## **ARTICLE XV – LIFE INSURANCE**

### **Section 15.01**

- A. Employees will be entitled to participate in the life insurance program provided by the City, and the City will pay the premium for employees including the employee's portion. Beginning 1 January 1984, the City will pay the premium for employee's and future retirees; a retiree includes duty-incurred disability retirees under Wisconsin Statutes Section 40.65.
- B. Effective as soon as practical after the signing of this Labor Agreement, the City shall offer a supplemental life insurance program to employees at their expense through payroll deduction.

**Deleted:** It shall be the responsibility of the retiree to contact the Human Resources Department in a timely manner for information concerning changes in benefits, copayments, health plan options, and to request an application to change health plan options. ¶

¶ Nothing herein requires the City to bargain with retirees once they have retired.¶

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The widow or dependents of an active employee or a retiree will be allowed to participate in the City's health insurance program at their own cost through the month in which the retiree would have reached age 65.¶

¶ **Section 14.11¶**

The City reserves the right to substitute equivalent coverage at any time.¶

¶ **Section 14.12¶**

The parties have the right to reopen the contract to discuss the impact of national or state health insurance.¶

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## **ARTICLE XVI – INCOME PROTECTION DISABILITY INSURANCE**

### **Section 16.01**

Employees, who as of January 1, 1991, subscribe to or continue to participate in the income protection disability insurance program, provided through agreement between the City and Aetna Life Insurance Company, Hartford, Connecticut, may continue participation in this program. The City shall allow the employee to pay the premium for this plan under the payroll deduction program.

## **ARTICLE XVII – MEDICAL EXAMINATIONS**

### **Section 17.01**

The City will provide and pay for bi-yearly medical examinations for all officers covered by this Agreement provided that such medical examination is conducted by a City designated medical doctor. The medical examination will include a physical examination

including a medical history, vision test, stool hemocult, urinalysis, CBD (complete blood count), and a chemistry profile. An electrocardiogram and a chest x-ray will be included after the employee reaches the age of 40. The cost of the medical examination as defined above will be paid by the City. Any follow-up and/or additional testing will be conducted in a separate appointment. The cost of such follow-up and/or additional testing shall be the responsibility of the employee. No member of the Association shall be discharged, retired, pensioned, or otherwise terminated from employment on the basis of information acquired in the medical examination, unless the condition is such that the employee is no longer capable of performing the duties connected with his/her job classification.

Notwithstanding the above, officers who participate in a HMO which provides for an annual physical shall not be eligible for the biannual physical offered by the City under this article.

#### **ARTICLE XVIII - MILEAGE**

##### **Section 18.01**

Effective January 1, 2000, upon written receipt of annual Union notification, the City shall pay the IRS mileage rate whenever an officer is required to use his or her personal automobile in the course of his or her employment on City business.

#### **ARTICLE XIX – MAINTENANCE OF RIGHTS - MANAGEMENT & ASSOCIATION**

##### **Section 19.01**

The Union recognizes the City as the Employer and, except as specifically limited by the express provisions of this Agreement, as having the rights to manage and direct the affairs and operations of the City and to manage and direct its employees. These rights include, but are not limited to, the following: To plan, direct, control and determine all the operations and services of the City; Establish priorities for all operations and services of the City; To supervise and direct the work force; To establish qualifications for employment and promotions; To create or abolish jobs; To establish job descriptions and reasonable levels of performance of jobs; To establish work; To establish standards; To assign overtime; To determine the methods, means organization and number of personnel by which the operations and services of the City shall be conducted; To contract or sub- contract work when the services of an officer with the power of arrest are not needed; To establish and enforce regulations; To hire, lay-off, or relieve employees from duty; To maintain order; To discipline, demote, suspend or discharge employees for just cause; To change or eliminate existing methods, equipment or facilities; To temporarily assign department personnel to any other duties at such time as civil emergencies threaten to endanger or actually endanger public health, safety and welfare and the continuation of vital municipal services; provided, however, that the exercise of any of these rights shall not conflict with any of the express written provisions of this Agreement, nor shall such rights be used to discriminate against the Union or its members.

Disputes between a member of the Association and the City or the Association and the City shall be handled as set forth in Article XXII. The City has the right to temporarily assign department personnel to any other duties at such time as civil emergencies threaten to endanger, or actually endanger, the public health, safety and welfare and the continuation of vital municipal services. The City shall use discretion and reason in making such temporary assignments, which shall not be continued beyond the duration of said civil emergency. The City has the right to determine what constitutes a civil emergency as expressed in this Section.

The Union and City agree to discuss the option of employee furloughs when the City has decided that a layoff is necessary.

## **ARTICLE XX – CONTINUATION OF SERVICE**

### **Section 20.01**

Neither the Association as a structured group, nor any of the members of the Association, individually or in concert, agreement, or simultaneous action with other members, shall authorize, instigate, aid, condone, or engage in any strike, work stoppage or other action of any kind which will interrupt or interfere with the operation of the City's government or the City's Police Department. No member of the Association shall cause or take part in any strike, work stoppage, slow down or other action which will interrupt or interfere with the operation of the City or its Police Department. In the event of a violation of this section, the Association agrees to take affirmative steps with the members concerned, such as letters, bulletins, telegrams, and membership meetings to bring about an immediate resumption of normal work. In the event that more than fifty (50%) percent of the members of the Association scheduled for work are absent from work for reasons of health in any one day, the City may require such absent employees to submit to an examination of a duly licensed physician of the City's choosing at the home or other place of confinement of such employee, except that the absent employee may refuse such physical examination upon the filing with the City of a certification by a duly licensed physician that such employee is unable to work for reasons of health.

## **ARTICLE XXI – SPECIALIST POSITIONS**

### **Section 21.01**

Specialist positions exist within the Department as a result of special needs of the community. The persons assigned therein shall be in possession of certain skills and training so as to perform competently and capably.

### **Section 21.02**

In order for the most qualified persons to be selected, job-related tests shall be administered. The testing procedure will include but not be limited to the following:

1. Written examination: If available and job related.



2. Oral interview and/or performance task: Conducted by persons not employed by the City.
3. Appraisal of the candidate's past and present job performance and personal record: Conducted by a committee of staff officers appointed by the Chief of Police.

#### Section 21.03

The weight to be assigned specific segments of the testing procedure will be dependent upon the nature of the position being tested for.

#### Section 21.04

All candidates will be advised of the general subject areas the testing procedure will cover and the weight assigned to each specific segment at least four (4) weeks prior to the first scheduled test date.

#### Section 21.05

Specialist positions are only those which are full-time duty assignments and are promotions.

#### Section 21.06 ELIGIBILITY

Officers who have three (3) years service with the department by the date of the first test to be administered will be eligible to participate in the testing procedure.

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#### Section 21.07 PROBATION

All promotions shall have a twelve (12) month probationary period. The commanding officer of the promoted individual shall submit quarterly progress evaluation reports to the Chief of Police.

Upon failure to successfully complete the probationary period, based upon the progress evaluation reports, the Chief of Police could demote the individual to the original rank held before the promotion.

#### Section 21.08 TEMPORARY REASSIGNMENT

An officer holding a specialist position who is temporarily reassigned to patrol duty because of department needs will be returned to the specialist position when the cause of the reassignment is resolved. Employees reassigned to patrol duty will continue to receive specialist pay during that period.

### **ARTICLE XXII – GRIEVANCE PROCEDURE**

#### Section 22.01

A grievance is defined to be controversy between the Association and the City or between any member or group of members of the Association and the City as to any matter involving the interpretation of this Agreement, any matter involving an alleged violation of this Agreement in which a member of the Association or a group of members of the Association or the City maintains that any of their rights or privileges

have been impaired in violation of this Agreement, and any matter involving work conditions.

#### Section 22.02

Grievances shall be processed in the following manner and within the following time limits which shall be exclusive of Saturdays, Sundays, and holidays. The grievance may be processed either by the employee or by a representative of the Association. The employee or the Association may be represented by any person including an attorney-at-law, at any stage of this grievance procedure.

- A. Step One. The grievance shall be presented in writing to the Chief of Police within ten (10) days of knowledge of its occurrence. The Chief of Police shall respond in writing within ten (10) days to the person who made such complaint. During such ten (10) day period, the Chief of Police may schedule one (1) meeting with the party(s) making such complaint.
- B. Step Two. If the grievance has not been satisfactorily resolved in the foregoing step, the grievance shall be presented in writing to the City Manager or to his representative as designated in writing by the President of the Association within five (5) days after the response has been received from the Chief of Police. The City Manager shall respond to the party(s) making the complaint within ten (10) days after receipt of such grievance. During such ten (10) day period, the City Manager or his designate may schedule one (1) meeting with the filing party(s).
- C. Step Three. If the grievance has not been satisfactorily resolved in the foregoing step, the City, the Association, or any member of the Association dissatisfied with any results after the foregoing step, shall request in writing, within five (5) days after completion of Step Two, that the dispute be submitted to an impartial arbitrator. The impartial arbitrator shall, if possible, be mutually agreed upon by the parties. If agreement on the arbitrator is not reached within five (5) days after the date of the notice requesting arbitration or if the parties do not agree within said time upon a method of selecting an arbitrator, then the Wisconsin Employment Relations Commission shall be requested to submit a panel of five (5) arbitrators. The parties shall alternately strike names until one (1) remains, and the party requesting arbitration shall be the first to strike a name. Each party shall pay one-half (1/2) of the cost of the arbitrator.
- D. Authority of Arbitrator. The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall submit, in writing, the decision to the City and to the Union within thirty (30) days after the conclusion of testimony and arguments. The decision shall be based solely on the interpretation of the meaning of the express written provisions of the agreement as applied to the facts of the grievance presented. The arbitrator or arbitrators shall have no power or right to amend, notify, nullify, ignore, add to or subtract from this agreement and shall only consider and make a decision with respect to the specific issue

submitted by the City and the Association, and shall have no right or power or authority to make a decision on any other issue not so submitted. The arbitrator or arbitrators shall have no power or authority to make a decision contrary to or inconsistent with or modifying or varying in any way the application of the laws and rules and regulations having the force and effect of law.

**Section 22.03**

The time limits set forth in the foregoing steps may be extended by mutual agreement in writing.

**Section 22.04**

Nothing in this grievance procedure shall be construed as limiting or abrogating any rights or remedies provided by Wisconsin Statutes or regulations of Wisconsin administrative agencies.

**Section 22.05**

Discipline shall be handled within the authority of the Police and Fire Commission under Wisconsin State Statutes 62.13 and shall not be subject to grievance arbitration.

**ARTICLE XXIII – DISCIPLINARY ACTION**

**Section 23.01**

The right of each employee covered by this Agreement to counsel of the employee's choosing shall not be denied. During any interview of an employee by a higher ranking officer when discipline of such employee is contemplated, the employee questioned shall have the right to have present at such interview a representative of the Janesville Professional Police Association or the employee's attorney, provided, however, such representation or attorney may not unduly interfere with the progress of the interview.

**ARTICLE XXIV – GENERAL ORDERS REVIEW COMMITTEE**

**Section 24.01**

There shall be a standing General Order Review Committee to advise and make recommendations to the Chief of Police. The Committee will include four (4) members of the J.P.P.A. who are selected by the J.P.P.A.

The Committee shall review and evaluate General orders, recommend changes in General Orders and may initiate General Orders for consideration by the Chief of Police.

**ARTICLE XXV – AMENDMENT PROVISION**

**Section 25.01**



This Agreement is subject to amendment, alteration or addition only by a subsequent written agreement between and executed by the City and the Association where mutually agreeable. The waiver of any breach, term, or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all of its terms and conditions.

#### **ARTICLE XXVI – SAVINGS CLAUSE**

##### **Section 26.01**

If any article or section of this Agreement or any addendums thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and addendums shall not be affected thereby and the parties shall immediately enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

#### **ARTICLE XXVII – FULL ASSOCIATION**

##### **Section 27.01**

The Janesville Professional Police Association, hereafter referred to as the Association, is the exclusive representative of all of the employees in the bargaining unit. It will represent all such employees in said Association, fairly and equally. All employees in the Association will be required to pay, as provided in this Article, their proportionate share of the costs of representation by the Association, but membership in the Association shall be made available to all employees who apply consistent with the Association constitution and by-laws. No employees shall be denied Association membership because of race, creed, color, sex or age.

For such time as the Janesville Professional Police Association has a director on the Wisconsin Professional Police Association Board of Directors, the City of Janesville will allow four (4) working days per year for the local association director to attend quarterly meeting. For such time as a member of the Janesville Professional Police Association serves as President of the Wisconsin Professional Police Association the City of Janesville will allow six (6) working days per year for the President to attend board meetings. It is understood that local association director and/or WPPA President who attends meetings on regular authorized leave, vacation days, holidays or days off will receive no compensatory time from the City of Janesville.

##### **Section 27.02**

The employer agrees that it will deduct from the monthly earnings of all employees in the collective bargaining unit a uniform amount of dues certified by the Association on March 1st of each year, such being the monthly dues certified by the Association as the current dues uniformly required of all members, and pay said amount to the treasurer of the Association on or before the date specified by agreement of the parties.

##### **Section 27.03**

As to new employees, such deduction shall be made from the first paycheck following the first ten (10) days of employment.

**Section 27.04**

The employer will provide the Association with a list of all employees from whom such deduction is made with each remittance made to the Association on the date specified.

**Section 27.05**

The employer shall not be liable to the Association, employee or any party by reason of the requirements of the Article for the remittance or payment of any sum other than that constituting actual deductions made from employee wages earned. The Association shall indemnify and save the employer harmless against any and all claims, demands, suits, orders, judgments, or any other forms of liability that may arise out of or by reason of action taken or not taken by the employer under this Article.

**Section 27.06**

For such time as the Janesville Professional Police Association has a director on the Wisconsin Professional Police Association Board of Directors, the City of Janesville will allow four (4) working days per year for the local association director to attend quarterly meetings. It is understood that local association director who attends meetings on regular authorized leave, vacation days, holidays or days off will receive no compensatory time from the City of Janesville.

**ARTICLE XXVIII – PERMANENT SHIFTS**

**Section 28.01**

For calendar years 2008, 2009, and 2010, the employees will be assigned to permanent shifts and the shifts will not rotate. There will be no transfer of employees between shifts for disciplinary reasons.

**Section 28.02**

Temporary transfers between shifts may be allowed with approval of the Chief of Police. An employee seeking a temporary transfer to a different shift must use seniority on that shift to arrange for a transfer. If a permanent shift assignment becomes available while a temporary transfer is in effect and one of the employees involved in the temporary transfer is eligible and desires the assignment, the temporary transfer will be terminated.

**Section 28.03**

When new officers are employed by the City, they may be moved from shift to shift during their probationary period. New employees will be assigned to shifts by the City other than the first shift. When openings on shifts occur by promotion or an employee leaving the force, for any reason, the Chief of Police will assign the most senior officer(s) applying to fill such opening.

**Section 28.04**

Officers whose Primary assignments are for less than 12 months may be reassigned during their non-primary assignment Periods to any division. Persons reassigned shall be allowed to pick their vacations based upon their seniority within their primary classification.

#### **ARTICLE XXIX – SHIFT PREMIUM**

##### **Section 29.01**

Employees who are permanently assigned to the second shift shall receive a shift premium of \$14.00 per pay period, and employees who are permanently assigned to third shift shall receive a shift premium of \$26.00 per pay period. Effective January 1, 1998, employees who are permanently assigned to the second shift shall receive a shift premium of \$16.00 per pay period, and employees who are permanently assigned to third shift shall receive a shift premium of \$28.00 per pay period.

##### **Section 29.02**

Employees who are on probationary status are not eligible to receive any shift premium.

#### **ARTICLE XXX – PERSONAL LEAVE DAY**

##### **Section 30.01**

Employees may take one (1) day off per year as a personal leave day, if such day is scheduled at least one (1) day ahead of time.

#### **ARTICLE XXXI – DEFERRED COMPENSATION PROGRAM**

##### **Section 31.01**

Employees are eligible to participate in the Deferred Compensation Plan provided by the City. In 2014, the Wisconsin Deferred Compensation Program shall be added as an option. Effective 1 January 2014, the City will match employee contributions to the employee's choice of Deferred Compensation plan up to one half percent (.5%) of the employee's wages. Effective 1 January 2015, the City will match employee contributions to the employee's choice of Deferred Compensation plan up to a maximum of one percent (1%) of the employee's wages.

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#### **ARTICLE XXXII - NEPOTISM**

##### **Section 32.01**

A member of an employee's immediate family will be considered for employment by the City, provided the applicant possesses all the qualifications for employment. An immediate family member may not be hired, however, if such employment would:

- A. Create either a conflicting direct or indirect supervisory- subordinate relationship with a family member; or



- B. Create either an actual conflict of interest or the appearance of a conflict of interest.

Section 32.02

These criteria will also be considered when assigning, transferring or promoting an employee. For purposes of this policy "immediate family" includes: the employee's spouse, brother, sister, parents, children, step-children, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, and any other member of the employee's household.

Section 32.03

"Employment" does not include uncompensated service on City Commissions or Boards, but does include elected City officials and service on the City of Janesville Police and Fire Commission with respect to protective personnel.

Section 32.04

This provision does not apply to employees whose hiring precedes the candidacy and election of a member to a City office.

Section 32.05

This nepotism provision shall be subject to all anti-discrimination requirements and affirmative action obligations as may be applicable to the City under Federal or State laws or regulations, as may be renumbered, amended or added to from time to time, or with respect to particular projects, grants or contracts funded by other governmental agencies.

**ARTICLE XXXIII – JOINT SAFETY & WORKING CONDITIONS COMMITTEE**

Section 33.01

The parties agree to establish a joint Safety and Working Conditions Committee for the Department comprised of supervisory and non-supervisory officers. The City and the Union shall each select three (3) members to serve on the Committee. The Committee members will select the Chairperson of the Committee. The Committee will meet quarterly or more often as the Committee determines.

Section 33.02

The Committee shall review safety equipment, safety conditions, and safety procedures in the Department and shall make recommendations to the Chief of Police for any changes in such equipment, conditions or procedures.

**ARTICLE XXXIV – TUITION REIMBURSEMENT**

Section 34.01

All courses for which tuition is to be assumed by the City shall be approved by the Police Chief, subject to the availability of funds in the Police Department's training

budget. The Police Chief's approval shall be based upon his/her judgment that successful completion of the course requested is job-related and will improve the employee's ability to carry out their assigned duties.

#### Section 34.02

The City will assume tuition costs of approved courses; however, the employee will reimburse the City in full within sixty (60) days for tuition and books received on any course that is not completed successfully. A final grade of "C" or better will be considered successful completion.

#### Section 34.03

Required textbooks for the class will be paid for by the City. At the option of the City, these books may be retained by the employee, loaned to the employee or made available for use at the Department's library.

#### Section 34.04

Employees voluntarily leaving the service of the City in less than one (1) year after successful completion of any course shall reimburse the City for tuition and books for such course or courses.

#### Section 34.05

Generally, an employee will be granted tuition and books for one (1) course at any one (1) time. In no case shall tuition be paid for more than two (2) courses at any one time.

#### Section 34.06

In the event that any employee is eligible and receives a tuition payment or reimbursement from sources such as the G. I., the employee will not be eligible for tuition reimbursement by the City. In the event that a tuition reimbursement by the City has already occurred, the employee shall remit to the City the entire amount of tuition paid by the City.

### **ARTICLE XXXV - RESIDENCY**

#### Section 35.01

Effective January 1, 1997, employees must live no more than 25 miles from the City of Janesville Municipal Building. In all cases, employees must be Wisconsin residents.

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### **ARTICLE XXXVI -CANINE HANDLER POSITION**

#### Section 36.01

Employees assigned as canine handlers will be granted additional compensation to care for their assigned dog. Care is defined as time spent at the canine handler's home while off duty, feeding, grooming, yard and kennel cleaning, and exercising the canine. Care does not include police canine training as training time will be provided during the canine handler's regular duty hours. Designated canine officers shall receive thirty

minutes of time and one half paid compensation seven days per week to compensate for care of the canine.

#### Section 36.02

The City of Janesville shall be responsible for expenses related to its dogs care and maintenance, as deemed necessary by the City; e.g. outdoor pen, kennel, training supplies, as well as all required licenses, immunizations and medical visits. The immunizations and medical needs shall be provided by the City's chosen veterinarian, with prior approval, absent exigent circumstances. Decisions regarding the medical treatment for the canine will be made by the department. The City of Janesville shall be the sole owner of Janesville Police Department canines.

#### Section 36.03

The City of Janesville shall determine the appropriate training and certification related to the canine handler and dog.

#### Section 36.04

Employees assigned as canine handlers will not receive compensation for commuting to work for regular duty hours. When canine officers receive a call out for duty they will be compensated at time and one half starting with travel time to the call location. Upon completion of all duties related to the call out, including travel time returning to the City of Janesville from a mutual aid call, compensation is ended. The canine officer will not be compensated for travel time to their home after call out duties are completed

#### Section 36.05

Employees selected to be canine handlers must make a 5-year commitment with the understanding that the actual length of the assignment may be influenced by the service life of the dog. No assignment will extend beyond the five years unless mutually agreed upon by the handler and the department.

#### Section 36.06

The City reserves the right to determine the shift assignment of the canine handler. The work schedule shall be that established in the Collective Bargaining Agreement.

#### Section 36.07

The side letter of agreement regarding Optional Flexible Duty for Specialists and Street Crimes Unit Personnel shall apply to the position of Canine Handler.

#### Section 36.08

If the employee or the dog is unable to perform in their respective capacities because of circumstances that remove them from work; e.g. illness or injury, the department reserves the right to terminate the assignment or reassign the dog to another handler. The thirty minutes of time and one half per day will not apply if a handler's dog is reassigned. The compensation will be awarded to the person to whom the dog is reassigned.

#### Section 36.09



The Chief of Police, in his sole discretion, reserves the right to remove the handler or the canine from the assignment due to unsatisfactory performance.

#### Section 36.10

When the dog's service life as a police canine has been exhausted, the employee assigned as the dog's handler at that time shall be allowed to purchase the dog at an agreed-upon price. The final determination of the dog's useful service life shall be made by the Janesville Police Department. If, upon conclusion of an employee's assignment as a canine handler, the canine has a useful service life remaining, it shall be the choice of the police department to retire or reassign the dog. In the event the ownership of the canine is transferred to the handler, the salary compensation as well as any additional financial support for the direct care and maintenance of the dog will cease.

#### Section 36.11

The cost of kenneling services necessary to accommodate an employee's absence associated with paid time off will be borne by the City up to and including fifteen (15) single days annually. Kenneling services necessitated by any time off in excess of the fifteen (15) days shall be at the expense of the handler. The City reserves the right to select the vendor who will provide kenneling services to their police canines. All kenneling services must receive prior approval from the Chief of Police or his designee.

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#### Section 36.12

The continuation of this program shall be at the sole discretion of the Chief. The Chief may discontinue this program at any time, for any reason.

#### Section 36.13

All other terms and conditions of the labor agreement shall apply.

**ARTICLE XXXVII – TERMS OF THIS AGREEMENT**

**Section 37.01**

This Agreement is effective 1 January 2013 and shall remain in full force and effect until and including 31 December 2015.

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Dated this \_\_\_\_ day of December, 2012.

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JANESVILLE PROFESSIONAL  
POLICE ASSN

CITY OF JANESVILLE

\_\_\_\_\_  
Luann Alme, Business Agent  
WPPA, Local 32, WPPA/LEER Unit

\_\_\_\_\_  
Eric Levitt, City Manager

\_\_\_\_\_  
Scott Wasmiller, President  
JPPA, Local 32

\_\_\_\_\_  
Jay Winzenz, Assistant City Manager &  
Director of Administrative Services

\_\_\_\_\_  
Bradley Rau, Vice President

\_\_\_\_\_  
David Moore, Police Chief

\_\_\_\_\_  
Robert Perkins, Secretary  
JPPA, Local 32

\_\_\_\_\_  
Susan A. Musick  
Human Resources Director

\_\_\_\_\_  
Jeff Deischer, Treasurer  
JPPA, Local 32

**SIDE LETTER OF AGREEMENT  
BETWEEN THE  
CITY OF JANESVILLE & JANESVILLE PROFESSIONAL POLICE  
ASSOCIATION, LOCAL NO. 32  
LABORFEST INC. LABOR DAY PARADE**

The purpose of this Letter of Agreement is to set forth the agreement for JPPA overtime for the Labor Day Parade.

To staff the Labor Day Parade route for patrol and security purposes requires officers to work overtime. Annually officers are ordered in or mandated for overtime to properly staff the parade route. By this Letter of Agreement staffing for the Labor Day Parade shall be accomplished by:

1. Uniform patrol division, shift B officers, including special operations officers scheduled for duty on the day of the Labor Day Parade shall be ordered in for overtime staffing of the parade route.
2. All uniform patrol division, shift A officers, scheduled for duty on the day of the Labor Day Parade and on-duty shall at the conclusion of their regular shift continue on overtime until the parade has ended and proper relief can be made by shift B officers.
3. Additional officers and staffing for the Labor Day Parade shall be in accordance with Article VIII – Paid Overtime, Section 8.04 Scheduled Overtime, as set forth in the City of Janesville and Janesville Professional Police Association 2011 – 2012 Labor Agreement.

This Letter of Agreement shall be in effect for the term of the 2011 – 2012 City of Janesville and Janesville Professional Police Association Labor Agreement.

Dated this \_\_\_\_ day of December, 2012.

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JANESVILLE PROFESSIONAL  
POLICE ASSN

CITY OF JANESVILLE

\_\_\_\_\_  
Luann Alme, Business Agent  
WPPA, Local 32, WPPA/LEER Unit

\_\_\_\_\_  
Eric Levitt, City Manager

\_\_\_\_\_  
Scott Wasemiller, President  
JPPA, Local 32

\_\_\_\_\_  
Jay Winzenz, Assistant City Manager  
& Director of Administrative Services



**SIDE LETTER OF AGREEMENT  
BETWEEN THE  
CITY OF JANESVILLE & JANESVILLE PROFESSIONAL POLICE  
ASSOCIATION, LOCAL NO. 32  
LABORFEST INC. LABOR DAY PARADE**

*Continued*

\_\_\_\_\_  
Bradley Rau, Vice President

\_\_\_\_\_  
David Moore, Police Chief

\_\_\_\_\_  
Robert Perkins, Secretary  
JPPA, Local 32

\_\_\_\_\_  
Susan A. Musick  
Human Resources Director

\_\_\_\_\_  
Jeff Deischer, Treasurer  
JPPA, Local 32

**2013 – 2015 Wage Sheets to Be Prepared**

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**Between**  
**JPPA, Local Number 32 & City of Janesville**  
**Short Term Disability Plan Option**

The City and WPPA/LEER, Local Number 32, agree to establish an employee committee, similar in structure to the health plan subcommittee, to review the feasibility of a voluntary, employee-paid short-term disability plan and recommend to the City Administration by August 1, 2011.

DATED this 17<sup>th</sup> of February, 2011.

FOR THE UNION . . . FOR THE  
EMPLOYER

Gary Anderson, Business Agent . . . Eric Levitt,  
City Manager  
WPPA, Local 32, WPPA/LEER Unit

Timothy O'Leary, President . . . David Moore,  
Police Chief  
JPPA, Local 32

Scott Wasemiller, Vice President . . . Susan A.  
Musick, Director  
JPPA, Local 32 . . . Human Resources

Mike Blaser, Secretary . . . Jay Winzenz,  
Director  
JPPA, Local 32 . . . Administrative Services

Jeff Deischer, Treasurer  
JPPA, Local 32

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**City of Janesville**  
**Jan 1- December 31, 2011**  
**0% Increase 2010 Payroll Rates JPPA**

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**PATROL OFFICERS**

<b>5-2 5-3 2064</b>	<u>Annual</u>	<u>Biweekly</u>	<u>Hourly</u>	<u>Overtime</u>
Probationary	\$37,091.40	<b>\$1,426.59</b>	\$17.971	\$26.957
Regular (18 Mos)	\$45,250.43	<b>\$1,740.40</b>	\$21.924	\$32.886
3rd Year	\$52,284.21	<b>\$2,010.93</b>	\$25.331	\$37.997
5th Year	\$57,301.37	<b>\$2,203.90</b>	\$27.762	\$41.643
10th Year	\$58,358.33	<b>\$2,244.55</b>	\$28.274	\$42.411
15th Year	\$61,666.22	<b>\$2,371.78</b>	\$29.877	\$44.816
20th Year	\$63,443.92	<b>\$2,440.15</b>	\$30.738	\$46.107
25th Year	\$65,030.02	<b>\$2,501.15</b>	\$31.507	\$47.261

**SPECIALISTS**

<b>5 - 2 2080</b>				
Probationary	\$39,595.07	<b>\$1,522.89</b>	\$19.036	\$28.554
Regular (18 Mos)	\$48,304.83	<b>\$1,857.88</b>	\$23.223	\$34.835
3rd Year	\$55,813.39	<b>\$2,146.67</b>	\$26.833	\$40.250
5th Year	\$61,169.21	<b>\$2,352.66</b>	\$29.408	\$44.112
10th Year	\$62,297.52	<b>\$2,396.06</b>	\$29.951	\$44.927
15th Year	\$65,828.69	<b>\$2,531.87</b>	\$31.648	\$47.472
20th Year	\$67,726.38	<b>\$2,604.86</b>	\$32.561	\$48.842
25th Year	\$69,419.55	<b>\$2,669.98</b>	\$33.375	\$50.063

Note: This rate schedule represents a 0% increase from the Dec 31, 2010 rates  
The specialists 5-2 receive a 6.75% increase of the 2011 patrol officer rates.  
The hourly rates are displayed to the third decimal place.

