

**AGREEMENT BETWEEN**

**THE CITY OF BROOKFIELD**

**AND THE**

**BROOKFIELD PROFESSIONAL POLICE ASSOCIATION**

**January 1, 2018 – December 31, 2021**

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## **AGREEMENT**

This Agreement, made and entered into at Brookfield, Wisconsin, by and between the City of Brookfield, a municipal corporation, as municipal Employer, hereinafter referred to as "City", and the Brookfield Professional Police Association, hereinafter referred to as "Association", as the representative of certain employees who are employed by the City of Brookfield in the Police Department, WITNESSETH:

WHEREAS, the parties to this Agreement are desirous of reaching an amicable understanding with respect to the Employer-Employee relationship which exists between them and to enter into a complete Agreement covering rates of pay, hours of work, and conditions of employment; and,

WHEREAS, the parties acknowledge that this Agreement is the result of the unlimited right and opportunity afforded to each of the parties to make any and all demands and proposals with respect to the subject of rates of pay, hours of work, and conditions of employment and incidental matters respecting thereto; and,

WHEREAS, it is intended that the following Agreement shall be an implementation of the provisions of Section 111.70 of the Wisconsin Statutes; and,

WHEREAS, it is intended that this Agreement is not to abrogate the duties, obligations or responsibilities of any agency or department of City government which is now expressly provided for respectively either by state statutes, charter ordinances of the City of Brookfield except as expressly limited herein;

NOW, THEREFORE, the consideration for the execution of this binding Agreement is the covenants mutually expressed herein and arrived at by the parties hereto.

## **WARRANTIES ON BEHALF OF THE ASSOCIATION**

The Association warrants that it is duly authorized and empowered to act for and on behalf of all employees in the bargaining unit, which is defined as: All full-time sworn police personnel in the Brookfield Police Department except the Chief, Assistant Chief, Captains, Lieutenants, and Sergeants, and represents that it and its members will faithfully and diligently abide by and be strictly bound by this Agreement, and that in conferences and negotiations, it will represent all employees in the bargaining unit.

The City warrants that it is duly authorized and empowered to enter into this Agreement and that it will faithfully and diligently abide by and be strictly bound by this Agreement.

## **ARTICLE I RECOGNITION**

**Section 1.01:** The City recognizes the Association as the collective bargaining agency for all employees in the bargaining unit as defined above.

## **ARTICLE II DURATION**

**Section 2.01:** This Agreement shall commence on the 1st day of January, 2018 and run up to and including the 31st day of December, 2021. In the last year of the contract if either party wishes to negotiate a successor agreement, they shall notify the other party in writing on or about September 1st of the last year of the agreement, thereafter the parties shall establish a date to meet and mutually exchange proposals. In the event the parties do not reach a written agreement by the above expiration date, this Agreement will be extended until a new Agreement is executed, provided however, that the length of this Agreement, plus any extension thereto, shall not exceed a term of three (3) years.

**Section 2.02:** Any matter which relates to wages, hours or conditions of employment referred to in this Agreement shall not be a subject for bargaining during the term of this Agreement, provided however, that in the event that any provisions herein become unlawful, the parties shall negotiate a replacement, and provided further that this provision is in all respects subject to Article XXV (Savings Clause).

**Section 2.03:** Notwithstanding Article IV hereof, the Chief shall not abrogate, modify, or contradict any of the terms or conditions of this Agreement by promulgation of rule, regulation or order.

### **ARTICLE III MANAGEMENT RIGHTS**

**Section 3.01:** The Association recognizes the right of the City and the Chief of Police to operate and manage its affairs pursuant to law and the exclusive right of the Chief of Police to establish departmental rules and procedures.

**Section 3.02:** The Association recognizes the existing Rules and Regulations and Operating Procedures of the Department, and any additions, amendments, deletions, revisions, or corrections which may, from time to time, be issued by the Chief of Police.

**Section 3.03:** The City and the Chief of Police have the exclusive right and authority to determine the need for and to schedule overtime work in the manner most advantageous to the City.

**Section 3.04:** Not every incidental duty of a job is expressed in job descriptions. Job descriptions are intended to be general only and not to recite every duty to be performed by the employee.

**Section 3.05:** The Chief of Police and the Police and Fire Commission have the right to discipline or discharge employees pursuant to Section 62.13(5), Wisconsin Statutes. Dismissals, suspensions or reduction in rank shall be handled exclusively under Section 62.13(5) and shall not be subject to the grievance procedure. The City has the right to reduce personnel.

**Section 3.06:** The Chief of Police has the right to terminate employment during the probationary period without cause. The probationary period shall be fifteen (15) months from the date of hire, or graduation from the training academy after hire, if applicable, and during such probationary period, a probationary employee shall not have recourse to the grievance procedure or any prohibited practice proceeding involving an alleged violation of Section 111.70(3)(a)5, Wis. Stats. for termination or other disciplinary matters. If an employee utilizes military leave during the probationary period, the probationary period will be extended for the amount of military leave taken.

**Section 3.07:** The City and the Chief shall have the right, on a temporary basis when the nature of the specific investigation or if the specific situation so requires, in the judgment of the Chief, to transfer employees from one shift to another. Except for the investigators and except in extraordinary circumstances, temporary is to be considered as involving not more than several days to a week. If a specific investigation or a situation requires a change in shift for longer than such a period, the Chief shall advise the Association of his or her views from time to time. The City and the Chief shall have the right to change the assignment of any employee.

**Section 3.08:** Except as otherwise specifically provided in this Agreement, the City, the Chief of Police, and the Police and Fire Commission shall retain all rights and authority to which they are entitled by law. Any and all rights concerning the management and direction of the Police Department and the police force shall be exclusively the right of the City and the Chief of

Police.

**Section 3.09:** The Association recognizes that the City has statutory and charter rights and obligations in contracting for service of the municipality. The sole right of contracting or subcontracting is vested in the City and is in no way limited or restricted.

**Section 3.10:** The Association pledges cooperation to improve hereunder departmental efficiency and effectiveness.

#### **ARTICLE IV DUES DEDUCTION - FAIR SHARE**

**Section 4.01: Dues Deduction:** The City agrees to deduct monthly dues from the pay of employees who individually sign voluntary check-off authorization forms supplied by the Association.

The City agrees to deduct the appropriate amount from the first paycheck each month of each employee requesting such deduction following receipt of the authorization form supplied by the Association and shall remit the total of such deductions to the Treasurer of the Association within ten (10) days of the date such deductions were made with a list of the names that the deductions have been deducted from. Any changes in the amount to be deducted shall be certified to the City by the Treasurer of the Association at least thirty (30) days prior to the effective date of such change.

**Section 4.02: Fair Share:**

A. Membership. Membership in the Association is not compulsory. An employee may join the Association and maintain membership therein consistent with its constitution and by-laws. No employee will be denied membership for any reason. This Section is subject to the duty of the Wisconsin Employment Relations Commission to suspend the application of this



Section wherever the Commission finds that the Association has denied an employee membership on the basis of race, color, sexual orientation, creed or sex.

The Association, as the exclusive representative of all of the employees in the bargaining unit, shall represent such employees, members and non-members, fairly and equally and, therefore, all employees shall, as set forth in this Section, pay their proportionate share of the costs of the collective bargaining process and contract administration measured by the amount of dues uniformly required of all members.

B. Deductions: The City agrees that on the first paycheck of every month it will deduct from the earnings of all employees in the collective bargaining unit covered by this Agreement who have not executed a dues deduction authorization pursuant to Section 5.01, the amount of money certified by the Association as being the monthly fair share fee uniformly required of all employees. The aggregate amount so deducted, along with an itemized list of the employees from whom such deductions were made, shall be forwarded to the Treasurer of the Association within ten (10) days of the date such deductions were made. Changes in the amount of the fair share fee to be deducted shall be certified by the Association thirty (30) days before the effective date of the change. Deductions shall be made each month, and the total of such deductions shall be paid to the Association. New employees shall be required to pay fair share on the first paycheck in the month following thirty (30) calendar days of employment.

C. Rebate: The Association shall provide employees who are not members of the Association with an internal mechanism within the Association which will allow those employees to challenge the fair share amount certified by the Association as the cost of representation and receive, where appropriate, a rebate of any monies determined to have been improperly collected by the Association. To the extent required by state or federal law, the

Association will place in an interest bearing escrow account any disputed fair share amounts until a determination has been made by an impartial umpire designated by the Wisconsin Employment Relations Commission.

**Section 4.03: Hold Harmless:** The City shall not be liable to the Association, employees or any party by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting actual dues or fair share deductions from employees' wages earned.

The Association shall indemnify and save the City harmless against any and all claims, demands, suits, orders, judgments or other forms of liability against the City that arise out of the City's compliance with this Article.

## **ARTICLE V PROHIBITION OF STRIKES AND LOCKOUT**

**Section 5.01:** The Association shall make every effort to maintain the police service and protection of the community. It shall not cause, counsel, or permit its members, individually or in concert, to strike, slow down, disrupt, impede or otherwise impair the functions of the Department.

**Section 5.02:** Should one or more members of the bargaining unit during the term of this Agreement or any extension thereof breach the obligations of this Article, the City shall immediately notify the officers of the Association that a prohibited action is in progress.

**Section 5.03:** The Association shall forthwith, and in any event within twelve (12) hours, through the senior responsible officer of the Association, disavow said action or inaction; shall order its member or members in writing to return to work or cease the prohibited activity or inactivity; and provide the City with a copy of its order; or alternatively accept the responsibility

for the activity or inactivity.

**Section 5.04:** If the Association disavows the prohibited activity or inactivity, the City shall not hold the Association financially responsible and the Association shall interpose no objection to the City's imposition of such penalties or sanctions as the City may assess against the participants. Such penalties may include:

- (a) Discharge
- (b) Loss of compensation, vacation benefits and holiday pay
- (c) Extra tours of duty without pay

**Section 5.05:** There shall be no lockout by the City during the term of this Agreement.

**ARTICLE VI  
RATES OF PAY  
(Hourly Rates)**

**Section 6.01:**

	<b>1-Jan 2018 RATE</b>	<b>1-Jan 2019 RATE</b>	<b>1-Jan 2020 RATE</b>	<b>1-Jan 2021 RATE</b>
<b>PATROLOFFICER</b>	<b>(2%)</b>	<b>(2.5%)</b>	<b>(2%)</b>	<b>(2.5%)</b>
START	\$29.43	\$30.17	\$30.77	\$31.54
AFTER 1 YR	\$31.76	\$32.55	\$33.20	\$34.03
AFTER 2 YRS	\$34.09	\$34.94	\$35.64	\$36.53
AFTER 3 YRS	\$36.41	\$37.32	\$38.07	\$39.02
AFTER 4 YRS	\$38.70	\$39.67	\$40.46	\$41.47
<b>DETECTIVE</b>	<b>(3%)</b>	<b>(2.5%)</b>	<b>(2%)</b>	<b>(2.5%)</b>
START	\$40.13	\$41.13	\$41.95	\$43.00
AFTER 1 YR	\$41.21	\$42.24	\$43.08	\$44.16

**Section 6.02:** Salaries shall be paid bi-weekly.

**Section 6.03:** Employees shall move from the minimum step in the pay range to the maximum step in annual increments, as reflected in the above schedules. New employees that

have contiguous, full time, sworn law enforcement experience may begin employment at a step in the range and vacation accrual that is commensurate with their years of experience serving in a sworn police officer position. New Police Officer hires sent to a training academy by the City will be paid at a rate equaling 75% of the starting pay step for the duration of their training, up to and until graduation. After the successful completion of the probationary period, the employee shall be eligible for a lump sum payment equaling the differential not paid while training at the academy.

**Section 6.04:** To provide Patrol Officers the opportunity to gain experience, knowledge and skills in the area of investigative case work, the Chief of Police may assign an officer as an Acting Detective. Acting Detectives will be assigned for a period not less than three months and not to exceed one year and be compensated at the Detective's Start Rate. Should an officer be extended in this assignment longer than one (1) year, the officer shall progress to the second step of the detective pay rate.

## **ARTICLE VII HOURS OF WORK**

**Section 7.01:** An employee's daily tour of duty shall consist of eight and one-half (8.5) consecutive hours, with an allowance for lunch break. For those employees assigned to a 5-2 work schedule, the standard work shift shall be 8 hours (Detectives).

**Section 7.02:** An employee's duty day shall be the twenty-four (24) consecutive hour period following employee's ordered report-in time.

**Section 7.03:** (a) The normal work cycle of employees, except those listed in subsection (b) below, shall consist of four (4) duty days, two (2) off days. (b) The normal work cycle of employees assigned to the Investigation Division or employees who have the Community

Service Officer assignment, shall consist of five (5) duty days followed by two (2) off days. In addition, such employees shall receive nine (9) days off a year from the above described work cycle. The additional days off shall be as assigned by the Chief and may be but are not necessarily any of the legal holidays. Six (6) of such days shall be taken on the following recognized holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

**Section 7.04:** Employees may request to exchange a shift with another employee on another shift, or may substitute another employee to work for them, who is not scheduled to work on that particular day and is of equal rank. Requests must be submitted via written request at least twenty-four (24) hours prior to report-in, and all requests must have the approval of the Chief of Police or his or her designee. The substituting employee must not be scheduled for duty as to incur liability for overtime pay. However, in cases where a split shift trade is authorized, an employee required to work beyond the shift hours exchanged will be compensated at time and one-half (1.5x) for the time worked in excess of the approved trade.

**Section 7.05:** Notwithstanding the above provisions, an employee may apply time earned off from his or her regular work schedule, either by way of compensatory time off, substitution, or change or use of holidays, providing, however, that such election to combine off days shall be subject to the needs and responsibilities of the department.

**Section 7.06:** Any assignment of an officer to the D.A.R.E. program shall not be used as a reason to deny requests for compensatory time off, holidays, or vacation day requests. Whenever the Employer authorizes a D.A.R.E. Officer or Community Services Officer assignment, it shall be posted and interested officers may apply to fill the assignment. The Chief of Police shall have the sole right to select a suitable officer to fill the assignment.

**Section 7.07:** Employees working an additional hour during a shift, because of the conversion from day-light savings time to standard time, shall be paid for that hour in accordance with Article 8.01(a) of the labor agreement. Employees working seven (7) hours, because of the conversion from standard-time to day-light savings time will be paid an additional hour, however, in the event said employee's shift is extended for the completion of assignments or completion of reports regarding the shift, said additional hour will be credited in the City's favor for purposes of paying overtime.

## **ARTICLE VIII OVERTIME**

**Section 8.01:** Overtime shall be:

(a) All authorized time worked by an employee beyond eight and one-half (8.5) hours within any of said employee's twenty-four (24) hour duty day, as defined in VII hereof, shall be eligible for overtime pay. For Detectives, all authorized time worked by an employee beyond eight (8) hours within any of said employee's twenty-four (24) hour duty day, as defined in VIII hereof, shall be eligible for overtime pay. However, where an employee is participating in an exchange of shifts or duty days, including adjustment days for voluntary training, or when an employee has been transferred from one shift to another, the employee shall be paid at straight time. All overtime, unless offset by compensatory time, shall be compensated at the rate of time and one-half (1-1/2). Work time and overtime shall be measured in units of a quarter hour.

(b) **Overtime prior to the start of an assigned shift:** An employee shall be paid fifteen (15) minutes of overtime if the employee begins work prior to the start of the assigned shift, regardless of the number of minutes worked in that fifteen (15) minute block prior to the start of the shift.

(c) **Overtime after the assigned shift has ended:** An employee will be paid fifteen (15) minutes of overtime if the employee works more than seven and one-half (7 ½) minutes beyond the end of the assigned shift. The first seven and one-half (7 ½) minutes is considered de minimis time and will not be paid. An employee must work more than seven and one-half (7 ½) minute block of time to be eligible for an overtime payment.

Example:      Work 4 minutes after shift = 0 minutes overtime  
                    Work 8 minutes after shift = 15 minutes overtime  
                    Work 23 minutes after shift = 30 minutes overtime

(d) Employees required to report for duty on a regular day off or vacation day shall be paid a minimum of two (2) hours. Court appearances, other than during regular duty hours, or if the employee is subpoenaed because of his or her police officer duties, shall receive a minimum of two (2) hours overtime. The subpoena fees related to a civil action when the employee is called because of his or her police duties shall be turned over to the City. The two (2) hour minimum shall not be applicable when there is no gap between the overtime and the regular working hours. An employee who is provided less than twelve (12) hours notice of cancellation of a court appearance to be provided one (1) hour of pay. Notification is defined as a documented attempt by the City to contact the employee at his or her home.

(e) When it is necessary to schedule overtime for short staffing needs the supervisor/designee will contact individuals on the predetermined list in order of seniority, except where qualifications and/or practical scheduling requirements make the application of seniority unreasonable. In the event no one volunteers for the overtime list, or the list is exhausted without locating an employee for overtime, the least senior patrol officer who the supervisor/designee is able to contact will be assigned the overtime.



**Section 8.02:** All overtime shall be paid in cash, provided, however that an employee may elect to take compensatory time off in lieu of cash payment for contractual overtime worked that is not in excess of the 171 hours limitation of the FLSA work cycle, if such compensatory time is permissible under applicable law. Compensatory time shall be subject to the following conditions:

(a) An employee desiring to use compensatory time shall give notice not more than forty-five (45) calendar days prior to the desired date, providing, however, that in case of emergency, the notice may be oral, and subsequently placed in writing. If it appears thirty (30) days prior to a particular day that there are more applicants for the day than can be granted in the opinion of the Chief or designee, no further applications shall be received and the designation or designations of whom is to be granted the day as a compensatory off day shall be on the basis of departmental seniority and consistent with Section 15.04.

(b) Compensatory time shall be in the proportion of time and one-half (1-1/2), that is, one and one-half hours of compensatory time for each hour worked.

(c) No employee shall be permitted to carry over compensatory time from one calendar year to the next; provided, however, that if the compensatory time in question is accumulated at any time within the last sixty (60) days of the calendar year, the employee shall be required, if permitted by law, to take the compensatory time in the first sixty (60) days of the succeeding year. Any compensatory time not used within the periods prescribed herein shall be discharged by payment in cash.

(d) Compensatory time off shall not be granted when the result would, in the opinion of the Chief, be inadequate staffing.

**Section 8.03:** The provisions contained in this Article shall not be applied in such a



manner as to pyramid overtime.

## **ARTICLE IX PENSION**

**Section 9.01:** The City shall pay the employer contribution under the Retirement Program established under Chapter 40 of the Wisconsin Statutes.

## **ARTICLE X LIFE INSURANCE**

**Section 10.01:** Eligible employees shall be covered by the State of Wisconsin Public Employers' Group Life Insurance Program, basic coverage, at the sole expense of the City.

## **ARTICLE XI HEALTH INSURANCE**

**Section 11.01:** Employees shall pay 20% of the total monthly premium cost of the plan selected via payroll deduction, toward the premium cost of the health care program unless the employee participates in the City's Wellness program. In such a case, the employee premium share for that year shall be 10%. In the event the City does not offer a wellness program, the premium share for that year shall be 10%. Such contribution is required to be a pre-tax (Section 125) payroll deduction. If the City offers an alternative to the standard plan, it may offer it to employees at a premium share lower than the above amounts.

**Section 11.02:** In the event an employee has a spouse that is also a City employee, that employee and spouse shall be entitled to only one (1) family contract, one (1) one (1) plus one, or two (2) single contracts between them from the City.

**Section 11.03:** In the event the City provides dental insurance it will contribute 80% of the monthly premium of the plan selected. The employee will pay the difference in the cost of

the premium and the City contribution. Such contribution is required to be a pre-tax (Section 125) payroll deduction.

**Section 11.04:** Employees are eligible to participate in the City's existing IRS Section 125 Program, if offered.

**Section 11.05:** For employees with at least fifteen (15) years of service who retire on a regular pension under the Wisconsin Retirement System shall be eligible for the following:

(a) The City shall permit “normally-retired” or disabled (as defined in Sec. 40.65(4), Wis. Stats.) employees to be included in the same group and to avail themselves of identical standard and major medical coverages provided to active employees and/or their families until the existence of any of the following:

- (1) The Retiree’s death.
- (2) For the retiree’s coverage, the acceptance of the retiree into the Medicare program. For the retiree’s spouse’s coverage, the acceptance of the spouse into the Medicare program.
- (3) The acceptance of the Employee into an equivalent paid program of health and surgical insurance coverage provided by another employer, during the period of such coverage.

The coverage herein shall be paid for at the recipient’s sole expense monthly in advance to the City Treasurer.

(b) For Employees hired prior to January 1, 2013 who retire (disability pensions provided in Section (e)), the City shall provide a discount of up to \$500 per month toward the premium of one of the City’s health insurance programs, and such payment shall remain frozen at that level throughout the period of such discount, under the following conditions (if a Retiree

switches from a family to a single plan or vice versa, the City will continue to discount up to the same amount it had been previously paying);

- (1) The Employee/Retiree must have at least fifteen (15) years of continuous service with the City of Brookfield (five (5) years of continuous service in the case of a duty disability retirement).
- (2) The Employee/Retiree must be at least fifty (50) years of age (no age restriction with regard to a duty disability retirement).
- (3) Participating in the City's health insurance discount program ceases at the earliest of the following:
  - (i) The Retiree is eligible for Medicare or becomes insured by another health insurance carrier, whichever occurs first.
  - (ii) The Retiree's death. If the Retiree has reached the statutory normal retirement age, and dies prior to being eligible for Medicare, the remaining time that is left which the deceased Retiree would have been eligible for the benefit pursuant to Section 11.07(b) may be used by the spouse with no reduction in the amount of the payment. On the date that the deceased Retiree would no longer have been eligible for the benefits provided for in Section 11.07(b) above, the City's payment on behalf of the spouse shall cease, but the spouse may remain in the plan under the provisions of Section 11.07(c) below, if applicable.

(c) In the event the Retiree's spouse is not eligible for Medicare when the Retiree's participation in the program provided for in paragraph (b) ceases, the spouse may remain in the

City group health plan until eligible for Medicare solely at the expense of the spouse, provided that the spouse fully complies with the City's payment process and pays the full monthly premium due, or the spouse may be dropped from the City's insurance program

(d) If a Retiree who is participating in the program provided for in paragraph (b) obtains other employment in which comparable health benefits are available at a cost to the Retiree which does not exceed the Retiree's cost under this City's program, the Retiree must participate in the other plan. As an alternative to participating in the other plan, such Retiree has the option of remaining in any City plan, but only under a single contract covering the Retiree.

(e) The Retiree who is participating in the program provided for in paragraph (b) must fully comply with the City's payment process and pay the balance of the full monthly premium due, or the retiree may be dropped from the City's insurance program.

(f) In the event a Retiree who is participating in the program provided for in Section 11.07(b) decides to terminate coverage under a City sponsored health insurance program and participate in a health insurance program other than a City sponsored program, such Retiree may direct that the discount under Section 11.07(b) be transformed in to a reimbursement to offset the cost of the premium of the alternative coverage. A retiree who is married to a City employee eligible for health insurance shall be eligible to have such discount apply to the spouse's premium share for health insurance that also covers the retiree, until the retiree is eligible for Medicare. In no case shall the discount exceed the amount of premium that would otherwise be required from the employee's spouse.

**Section 11.08: RETIREMENT HEALTH SAVINGS PROGRAM** – Employees are required to participate in the City's retirement health savings plan. The employer contributions are as follows: (1) Sick leave contribution of 32% of the earned but unutilized sick leave in the

prior calendar year, to a maximum of 30 hours, for employees, who, as of January 1, of the prior calendar year, have attained a balance of 240 hours in the sick leave account. This attained balance will increase to 500 hours, effective December 31, 2021. This annual deposit shall be made by the City as soon as administratively practicable, but no later than April 1<sup>st</sup> of the current year. (2) The terminal leave benefit found in Article XIII (6). (3) A biweekly payroll contribution of \$115 per pay period of active service. All other terms and conditions as determined by the Plan Adoption Agreement with ICMA Vantagecare shall apply.

## **ARTICLE XII BEREAVEMENT PAY**

**Section 12.01:** In the event of a death in the immediate family, a maximum of three (3) days absence from work with pay shall be allowed. The period allowed shall take into account the date of the death and funeral, the location of the funeral, and the responsibilities of the employee in respect to the funeral and the deceased. Immediate family includes a spouse, child or parent, brother, sister, father-in-law or mother-in-law of an employee or spouse.

**Section 12.02:** Employees shall be allowed one (1) day's absence with pay to act as a pallbearer at a funeral providing, however, that the number so absent shall not be so great as to interfere with police duties nor shall any employee be permitted to be so absent, with pay, more than twice in any calendar year.

## **ARTICLE XIII SICK LEAVE**

**Section 13.01:** Employees shall be granted one (1) day of sick leave with pay for each month of employment starting with the first full month of employment. Probationary employees may be allowed to use accumulated sick leave. Upon completion of the probationary period

unused sick leave retroactive back to the original date of hire, shall be accumulated for future use up to a maximum accumulation of one thousand twenty (1,020) hours.

**Section 13.02:** Each employee who has a sick leave pay accumulation shall be eligible for sick leave pay for any period of absence from regular employment at regular salary, to the extent of his or her accumulation, due to illness or injury.

**Section 13.03:** Sick leave pay is payable upon and during the illness or disability of an employee except that arising from employment with others. It is not payable when the employee sustains an injury in the employment of others nor for non-emergency dental or medical appointments, unless it is impractical for the employee to schedule such appointments during his or her off hours. When an employee leaves work because of illness, he or she shall receive regular pay for as long as he or she worked and sick leave pay, if available, for the remainder of the regular work day. Employees who have been ill but are able to return to work during their regular work day may contact their superior to advise as to their availability, and if authorized to do so may return to work. If employees so return to work, sick pay, if available, shall be paid only for the period of absence.

**Section 13.04:** Employees unable to attend work because of illness or injury shall give notice to this effect whenever possible at least one-half ( $\frac{1}{2}$ ) hour prior to the commencement of their work day.

**Section 13.05:** Employees absent from work because of illness or injury shall provide reasonable proof thereof, including, when the absence exceeds three (3) days, the statement of a doctor.

**Section 13.06:** An employee hired prior to January 1, 2013 shall be paid, upon retirement under the Wisconsin Retirement System or upon death, seventy-five percent (75%) of

his or her unused sick leave accumulation. Retirement for this purpose is defined as immediately collecting a pension benefit at age 50 or above with 15 years of service. It does not include a duty disability retirement or a deferred retirement. The maximum accumulation taken into consideration shall not exceed one thousand twenty (1,020) hours. This payment is a mandatory employer contribution to the individual Retirement Health Savings (RHS) account found in Article XI (8).

Payment shall be based upon the salary rate in effect at the time of death or retirement.

#### **ARTICLE XIV INJURY PAY**

**Section 14.01:** Whenever an employee is injured in the scope of his employment, he or she shall be entitled to Worker's Compensation and shall turn over the Worker's Compensation check to the City and remain on payroll to receive 70% of his or her regular salary rate from the Employer, plus the amount equal to the employee pension contribution percentage required by Wisconsin law, if applicable. The employee shall receive this compensation for a period not to exceed twelve (12) calendar months per person, per injury. After twelve (12) consecutive months under the above arrangement, the employee will be allowed to utilize vacation days, holidays, and overtime to supplement his Worker's Compensation benefits and shall designate to the Employer which days he or she desires to use. In no case shall temporary benefits and injury pay be allowed for the same period of time.

#### **ARTICLE XV VACATIONS**

**Section 15.01:** Employees shall be granted vacations with pay as follows:

- (a) Ten (10) working days after one (1) year of service.

- (b) Fifteen (15) working days after four (4) years of service.
- (c) Twenty (20) working days after eleven (11) years of service.
- (d) Twenty-three (23) working days after fifteen (15) years of service.
- (e) Twenty-five (25) working days after twenty (20) years of service.
- (f) Twenty-six (26) working days after twenty-five (25) years of service.

An additional one (1) day of vacation for each week of vacation taken in January, February or March. (ADAAT placed in the vacation bank). The additional day is not counted for purposes of the ADAAT limitation amount found in Article 15.02. Employees hired after January 1, 2018 will earn vacation in the same calendar year it is scheduled/utilized.

With the approval of the Police Chief, employees may carryover up to two (2) weeks of vacation for use in the ensuing year by April 1.

**Section 15.02:** Employees with vacation allowance over ten (10) working days or more must use at least five (5) working days at one time. For Patrol Officers, vacation leave taken “a day at a time” (ADAAT) is subject to review no earlier than forty-five (45) days prior to the day, and approval will be based upon minimum staffing and special needs of the department. Patrol Officers with (5) weeks or more of vacation allotment must schedule and use a minimum of three (3) weeks of allotted vacation in full block weeks. Patrol Officers with three (3) weeks or more of vacation allotment must schedule and use a minimum of two (2) weeks of allotted vacation in full block weeks. Patrol Officers with two (2) weeks of allotted vacation must schedule a minimum of one (1) week of allotted vacation in a full block week. No part of a vacation allowance may be used in fractions of a work day.

**Section 15.03:** Vacation periods shall be selected, shift by shift, upon the basis of



departmental seniority of each employee on the particular shift. The employee on a particular shift with the greatest departmental seniority shall have the first choice with subsequent selections in the order of diminishing departmental seniority. Selection, however, shall be compatible with the needs of the department.

**Section 15.04:** One (1) Patrol Officer may be absent from a shift on a designated week of vacation. A second Patrol Officer may also select the same week of vacation subject to the forty-five (45) day minimum staffing rule (Double-Up). A Patrol Officer may choose up to two (2) Double-Up requests regardless of years of service. All Double-Up requests are subject to the forty-five (45) day rule. Two (2) Detectives may be off on vacation, at any one time. When determining minimum staffing for week vacation selections, the Acting Detective assignment or training will not count against the shift minimum. Vacation requests shall have priority over requests for holidays-or compensatory time off. Holiday-and compensatory time off requests shall be treated equally. For the term of the agreement, the Chief of Police shall continue his or her commitment to work with the Association to allow more employees time off on vacation at the same time.

For 2019, a sixty (60) day rule pilot program will be effectuated through a separate memorandum of understanding (MOU).

## **ARTICLE XVI HOLIDAYS**

**Section 16.01:** All employees shall receive in addition to their regular pay, ten (10) paid holidays. Each holiday shall be paid at the hourly rate. The unutilized holidays shall be paid on the check for the pay period in which December 1st occurs each year.

**Section 16.02:** All employees shall have the option of taking paid holidays as off time

instead of payment. For each day (8.5 hours) taken for Patrol Officers or (8.0 hours) taken for Detectives the employee will lose the payment for one (1) paid holiday. Any holiday time unused at year end shall be paid in cash.

**Section 16.03:** An employee wishing to have a working day off utilizing a holiday shall first submit a written request to the Chief of Police in accordance with Section 15.04 through the proper chain of command and shall not take said day off unless approved by the Chief of Police.

## **ARTICLE XVII UNIFORM ALLOWANCE**

**Section 17.01:** Each employee shall be entitled to an annual uniform allowance of seven hundred and fifty dollars (\$750). This allowance will increase to eight hundred dollars (\$800) in 2020. This allowance shall be paid to employees on the second payroll check in January. New employees shall be eligible for a full annual uniform allowance in the first year of employment irrespective of the date of hire.

## **ARTICLE XVIII SENIORITY**

**Section 18.01:** Starting date of employment under this Article shall mean date of last hire followed by continuous employment in the Brookfield Police Department as a sworn officer and shall determine an employee's seniority date.

**Section 18.02:** In the event of a layoff of employees covered by this Agreement, the order of layoff shall be inversely related to length of service (the last employee hired shall be the first employee laid off).

**Section 18.03:** In the event of a recall to work, the order of return shall be directly related to length of service (the last employee laid off shall be the first employee returned to

work).

**Section 18.04:** Seniority shall be broken in the event an employee:

- (a) Retires.
- (b) Resigns from the Police Department.
- (c) Is discharged and the discharge is not reversed.
- (d) Is not recalled from a layoff for a period of three (3) years.
- (e) Is recalled from a layoff and does not report for work within three (3) calendar weeks.
- (f) Does not return at the expiration of a leave of absence.

**Section 18.05:** Employees having the same starting date shall have their seniority status determined by lot.

**Section 18.06:** Shift assignments shall be selected by employees on the basis of seniority within rank, but consistent with the needs of the Brookfield Police Department. Seniority within rank shall be the length of time the employee spent within classification as a member of the Brookfield Police Department.

**Section 18.07:** A vacancy shall not be deemed to exist when an employee, on temporary assignment pursuant to Section 3.07 has been transferred from one shift to another. Upon the completion of such temporary assignment, the transferred employee shall be returned to the shift from which he or she was transferred unless the opening has been terminated.

## **ARTICLE XIX CONTRACT ADMINISTRATION**

**Section 19.01:** The Bargaining Committee of the Brookfield Professional Police Association shall be excused from regularly assigned work shifts to attend bargaining sessions

with the City of Brookfield whenever and as they are called by mutual agreement of the parties, providing that not more than two (2) employees may be absent from duty at any one (1) time for such purpose, and providing further that such employee is in communication with the Department and is available for recall to duty when needed.

**Section 19.02:** The regularly assigned work shift of any member of the Bargaining Committee shall not be changed or altered when such member is excused under the provision of this paragraph, to circumvent this Article.

**Section 19.03:** Employees excused under the provision of this Article shall have no time deducted from their regularly scheduled off days, vacation days or holidays.

## **ARTICLE XX GRIEVANCE AND ARBITRATION PROCEDURE**

**Section 20.01:** As used in this Paragraph, the term "grievant" shall mean an employee who desires to or who has filed a grievance pursuant to this paragraph, and the term "representative" shall mean that member of the Association appointed by its Board of Directors to perform the duties delegated to him or her in this Article.

**Section 20.02:** All written grievances and grievance appeals shall set forth the provisions of this Agreement under which the grievance was filed and no grievance may be made unless it is founded upon alleged breach of the terms and conditions of this Agreement. All appeals of duly filed grievances not submitted by the grievant or representative within the time limit specified shall be termed abandoned grievances and as such shall be considered as being resolved in favor of the City.

**Section 20.03:** All grievances must be in writing and cite the provision of this Agreement relied upon. A written grievance shall be presented to the Chief of Police or his or

her designee within ten (10) calendar days of the incident leading to the grievance. Thereafter the grievant, the Chief of Police or his or her designee shall meet to discuss the grievance in a friendly manner and shall make every effort to resolve the grievance unless otherwise amended to, the meeting shall take place within ten (10) days of the receipt of the grievance. Following said meeting, the Chief of Police or his or her designee shall answer the grievance, setting forth the reasons for his or her decision, and shall submit same to the grievant and his or her representative within ten (10) calendar days of the meeting. If the written answer of the Chief of Police or his or her designee does not result in a resolution of the grievance, the representative shall submit the written grievance to the Director of Human Resources within ten (10) calendar days of receipt of the written answer of the Chief of Police or his or her designee. Failure to appeal said answer within this prescribed time period shall constitute a settlement of the grievance. Such appeal shall be in writing and contain therein a request for a meeting between the, Director of Human Resources, the grievant and his or her representative. At the meeting, to be held at a mutually agreeable time, the parties shall discuss the grievance and the written answer of the Chief of Police or his or her designee in good faith in an attempt to resolve the grievance. Within ten (10) calendar days of such meeting, unless the time period is mutually extended by the parties, the Director of Human Resources shall, in writing, advise the grievant and his or her representative of his or her decision with respect to the grievance.

If the written answer of the Director of Human Resources does not result in a resolution of the grievance or the Director of Human Resources does not respond, final and binding arbitration may be initiated by the Association within ten (10) calendar days from the date of the receipt of the response from the Director of Human Resources or the last date due by serving written request of the Association to the WERC for the appointment of an arbitrator to decide the

grievance. Within fourteen (14) calendar days of giving a copy of such notice to the Director of Human Resources, the Director of Human Resources and the Association shall select a staff member of the Wisconsin Employment Relations Commission (WERC) and shall jointly request the WERC to appoint that person as the arbitrator to hear and decide the grievance. The selection of the WERC staff member shall be as follows: Each party shall submit the names of three (3) WERC staff members; if both parties submit the same name, that person will be considered the selected staff member; if there is more than one match, the selected staff member will be determined by a coin toss; if there are no matches, one of the names will be drawn by lot and discarded from further consideration, and the parties will alternately strike (the order determined by a coin toss) from the list of remaining names until one name remains, who will then be considered the selected staff member. The arbitrator shall have no authority to add to or detract or deviate from the provisions of this Agreement, but shall in all respects be bound by it. The decision of the arbitrator shall be final and binding. The parties shall share the fee of the arbitrator and any cost of a hearing room or reporter, but each party shall assume and pay all of the costs and expenses of its attorneys and witnesses.

**Section 20.04:** Employees who are required to attend any of the meetings or hearings which may be required pursuant to this Article shall be excused from work to attend such meetings or hearings from the time their presence is necessary, providing however, that the number of employees so absent from duty shall not be so great, in the opinion of the Chief, as to result in inadequate protection. Employees so excused shall have no time deducted from their regular scheduled off days, vacation days or holidays.

**Section 20.05:** Any and all attorney's fees which may result from proceedings had under this Article shall be borne exclusively by the party obtaining an attorney. Either party may

obtain the service of an attorney at any stage of the proceedings under this Article.

## **ARTICLE XXI PROMOTIONAL/RECLASSIFICATION PROCEDURE**

**Section 21.01: Definition:** A promotion is defined as the movement within the bargaining unit of any employee from one job classification to a higher job classification with a higher salary range.

**Section 21.02: Eligibility:** Officers with three (3) years experience as a full-time officer within the State of Wisconsin shall be eligible for promotional examinations.

**Section 21.03: Examinations:** The Employer may run testing for positions either anytime during the year or when a vacancy occurs. Each applicant, both from the bargaining unit and outside the bargaining unit, shall be notified of the testing date, if a test is to be given, and if applicable, study materials applicable to the examination. Examinations shall be reasonably related to the job.

**Section 21.04: Applicant Ranking:**

- (a) A bargaining unit applicant who makes a written request will be notified in writing of that applicant's score on the test(s).
- (b) An eligibility list shall be created, listing in order of the grades all applicants who passed the examination.
- (c) Eligibility shall remain in force for a maximum of two (2) years, unless the list has two names or less per eligible classification.
- (d) The Chief of Police and the Police & Fire Commission shall keep an eligibility list, and such list shall be made available to the President of the Association

should a dispute result.

**Section 21.06: Selection:** The Chief shall select for his or her recommendation to the Police and Fire Commission from the top three (3) qualified applicants on the eligibility list. Should the Chief select or deviate from the top individual on the list he or she shall provide an explanation as to the reasons for such selection if requested.

**Section 21.07: Wages & Seniority:** If a bargaining unit employee is selected for the position, the employee will move to the new job classification wage scale Start rate. Movement through the wage scale will be based on the seniority within the new job classification. The date of hire will remain as the basis for seniority for all other benefits.

## **ARTICLE XXII JURY DUTY**

**Section 22.01:** An employee called to jury duty shall continue to receive his or her regular salary, notwithstanding his or her absence from duty, but shall turn over to the City the jury pay received for each day he or she was absent from work. When an employee is released for a particular day at a time when half or more of his or her regular work shift remains, the employee shall call his or her supervisor to determine whether he or she should report for duty, for the balance of his or her regular duty day. No employee, however, shall be required to report to work after jury duty if the employee has served on the jury for six (6) hours or more or has not had six (6) hours or more of sleep within the prior eighteen (18) hours.

## **ARTICLE XXIII**



## **SAVINGS CLAUSE**

**Section 23.01:** If any part of this Agreement or any addenda thereto shall be held invalid by operation of law or restrained thereby, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall immediately enter into negotiations for replacement.

## **ARTICLE XXIV MILEAGE**

**Section 24.01:** Whenever an employee is required to use his or her own vehicle during the course of his or her employment and requests mileage, he or she shall be reimbursed mileage at the same rate determined by the Internal Revenue Service.

## **ARTICLE XXV FIELD TRAINING OFFICER**

**Section 25.01:** Any employee who is required to act in the capacity of a Field Training Officer (FTO) shall receive an additional one dollar and fifty cents (\$1.50) per hour for every hour worked as a field training officer. After an employee works in the capacity of an FTO for twenty (20) consecutive regularly scheduled shifts, he or she shall receive one (1) compensatory time-off day.

**ARTICLE XXVI  
UNPAID LEAVE OF ABSENCE**

**Section 26.01:** An employee on an authorized unpaid leave of absence shall not lose any benefits or accrual of benefits unless the unpaid leave of absence exceeds thirty (30) consecutive days. If the unpaid leave exceeds thirty (30) consecutive days, the employee will not lose any benefits accrued prior to the unpaid leave but will not accrue any benefits during the unpaid leave.

**Section 26.02:** The paid and unpaid leave provisions contained in this Agreement are designed to meet the minimum requirements of Wisconsin and Federal Family and Medical Leave Laws, are intended to run concurrent with and not in addition to the leave provided for under such Wisconsin and Federal Laws, and are to be considered to be in satisfaction of the obligations under such Wisconsin and Federal Laws.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

*Reached January 12<sup>th</sup>, 2018.*

**CITY OF BROOKFIELD**

**BROOKFIELD PROFESSIONAL POLICE  
ASSOCIATION**

\_\_\_\_\_  
James Zwerlein, Human Resources Director

\_\_\_\_\_  
Richard Tank, President

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James Adlam, Assistant Chief of Police

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Thomas Vento, Police Captain

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Steven V. Ponto, Mayor

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Adam Behnke, Vice President

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Renee Kennedy, Treasurer

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Stephanie Metz, Secretary

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Rachel Cieslik, Bargaining Board

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Brent Hart, WPPA Staff Representative