

**CITY OF WAUSAU**

**WAUSAU PROFESSIONAL POLICE ASSOCIATION**



**LABOR AGREEMENT**

**January 1, 2018 to December 31, 2020**



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**MEMORANDUM OF AGREEMENT BETWEEN  
CITY OF WAUSAU AND WAUSAU PROFESSIONAL POLICE ASSOCIATION**

This Memorandum of Agreement made and entered into by and between the City of Wausau, a municipal body corporate, as municipal employer, hereinafter referred to as "City" and Wausau Professional Police Association as representatives of the employees within the bargaining unit who are employed by the City of Wausau hereinafter referred to as "Association."

**WITNESSETH**

WHEREAS, the City and the Association have reached an amicable understanding with respect to the employer-employee relationship which exists between them and desire to enter into a complete agreement covering the rates of pay, hours of work and conditions of employment.

NOW, THEREFORE, in consideration of the premises and in consideration of the promises hereinafter contained and other good and valuable considerations, the receipt of which is hereby irrevocably acknowledged.

IT IS AGREED AS FOLLOWS:

**Article 1 - RECOGNITION**

City continues to recognize Wausau Professional Police Association as the sole and exclusive bargaining agent for the purpose of engaging in conferences and negotiations establishing wages, hours and conditions of employment for the appropriate bargaining unit of the City of Wausau Police Department. The bargaining unit for the purpose of this agreement shall include police officers and detectives. Expressly excluded from the bargaining unit of the Wausau Professional Police Association are the Lieutenants, Captains, Deputy Police Chief, and the Chief.

In the event new operations or new installations are commenced by the City or in the event new positions are created or reclassifications occur with respect to existing positions with respect to the present activities and operations of the City, the inclusion or exclusion of such employees from this collective bargaining unit shall be determined by stipulation between the parties. If such agreement is not reached, the matter shall be referred to the Wisconsin Employment Relations Commission for a decision.

The City agrees that it will not discriminate against any officer as a result of his/her Association activities, including representation of himself/herself or other employees on the grievance committee or for engaging in other legitimate Association activity. Whenever the term "Officer" is used in this Memorandum of Agreement, it shall mean and include all members of the bargaining unit of the Police Department of the City of Wausau.

## **Article 2 - MANAGEMENT RIGHTS**

The City possesses the sole right to operate City government and all management rights repose in it, but such rights must be exercised consistently with the other provisions of this contract. These rights, which are normally exercised by the Chief of Police include, but are not limited to, the following:

- A. To direct all operations of City Government.
- B. To hire, promote, transfer, assign and retain officers in positions with the City and to suspend, demote, discharge and take other disciplinary action against officers pursuant to the authority and under the rules and regulations of the Wausau Fire and Police Commission. No officer shall be disciplined or discharged without just cause and without the right to proceed under Article 5 of this agreement. Section 62.13 of the Wisconsin Statutes shall be limited to the extent that it conflicts with the terms of this agreement.
- C. To relieve officers from their duties because of lack of work or for other legitimate reasons.
- D. To maintain efficiency of City Government operations entrusted to it.
- E. To introduce new or improved methods of facilities.
- F. To change existing methods or facilities.
- G. To contract out for goods or services.
- H. To determine the methods, means, equipment and personnel by which such operations are to be conducted.
- I. To take whatever action which must be necessary to carry out the functions of the City in situations of emergency.
- J. To take whatever action is necessary to comply with State or Federal law.
- K. To establish work rules.
- L. To establish schedules of work.
- M. To determine the number, structure and location of departments and divisions within the Wausau Police Department; the kinds and amounts of services to be performed by the Wausau Police Department, and the number and kind of positions and job classifications needed to perform such services.

### **Article 3 – NONDISCRIMINATION**

- 3.1. Under this Agreement, neither party will discriminate against employees on the basis of religion, age, sex, marital status, race, color, creed, national origin, political affiliation, status as a disabled veteran or Vietnam era veteran, sexual orientation, any real or perceived sensory, mental or physical disability, or because of the participation or lack of participation in union activities. Bona fide occupational qualifications based on the above traits do not violate this Section.
- 3.2. Both parties agree that unlawful harassment will not be tolerated.
- 3.3. Officers who feel they have been the subjects of discrimination are encouraged to discuss such issues with their supervisor or other management staff, or file a complaint through the City's Human Resources Department. In cases where an officer files both a grievance and an internal complaint regarding the alleged discrimination, the grievance will be suspended until the internal complaint process has been completed.
- 3.4 The City agrees to reasonably accommodate employees who become disabled, either on or off the job, to the fullest extent required by law. Accommodations for temporary disabilities will be made with the approval of the Police Chief. The normal work day for officers being reasonably accommodated shall be medically appropriate with the goal being five days on duty with two days off duty. However, disability accommodations will be based upon the specific capabilities of the Officer and may include, but not necessarily be limited to, the following:
- a. Equipment or facility modifications
  - b. Temporary duty assignments
  - c. Job restructuring
  - d. Part-time or modified work schedules
  - e. Job reassignment

### **Article 4 - FAIR SHARE AGREEMENT**

A. **Membership Not Required:** Membership in any employee organization is not compulsory. Officers have the right to join, not join, maintain or drop their membership in an employee organization as they see fit.

B. **Effective Date and Officers Covered:** Effective January 1, 1973 and unless otherwise terminated as hereinafter provided, the City shall, once each month, deduct from the regular earnings of all officers specified herein an amount equal to such officer's proportionate share of the cost of the collective bargaining process and contract administration as certified by the Association and measured by the amount of local dues uniformly required of all members, and

shall pay such amount to the treasurer of the bargaining representative of such officer on or before the end of the month following the month in which such deduction was made.

1. Present Officers: As to officers employed on the effective date of this Agreement, such deduction shall be made and forwarded to the treasurer of the bargaining representative only from the monthly earnings of those officers who are members of the employee organization on the effective date of this Agreement.
2. New Officers: Such deductions shall be made and forwarded to the treasurer of the bargaining representative from the earnings of new officers on the first pay period following commencement of employment."
3. Other Officers: Officers on layoff or leave of absence or other status in which they receive no pay are excluded.

C. Limited Use of Funds: In order to insure that any such deduction represents the proportionate share of each officer in the bargaining unit of the costs of collective bargaining in contract administration, it is agreed as follows:

1. That the books, records and accounts of the collective bargaining representative as they relate to the receipt and expenditure of per capita dues shall be submitted to the City for examination and audit on each anniversary of this Agreement in order to insure that the deductions from officer's salary being made in accordance herewith are, in fact equal to such officer's proportionate share of the cost of the collective bargaining process and contract administration.
2. For the purpose of this paragraph and the audit contemplated herein, the phrase "cost of collective bargaining process and contract administration shall not include any funds allocated for, or devoted to, the advancement of the candidacy of any person for any political office, or the advancement of any local, State or Federal legislation.
3. All funds transmitted to the bargaining representative by the City in accordance with the provisions of this Agreement shall be maintained in a separate account which shall be maintained in such manner that the source of funds, the charges against such funds, and the purposes to which the expended funds are put shall be readily ascertainable.

D. Forfeiture: In the event that the bargaining representative, through its officers, authorize or encourage its members to engage in any strike or work stoppage against the City, the deductions and payment of fair share contributions made in accordance with this Agreement, and also including any voluntary dues deduction (check-off) privileges, shall be terminated forthwith by the City. Thereafter, for a period of one year, measured from the date of the onset of such strike or work stoppage, no deductions whatever shall be made from the earnings of any officer, nor shall any payment whatever be made to the treasurer of the bargaining representative by the City. The Association action referred to in Article 6-B shall be



considered in determining whether or not the Association caused, encouraged or authorized the strike.

E. Administrative Fee: The Association shall pay the City twelve dollars (\$12.00) per year payable on or before the first of February each year to partially cover administrative expenses of dues deduction as herein provided.

F. Responsibilities of the City and the Collective Bargaining Representative:

1. If an error is discovered with respect to deductions under this provision, the City shall correct said error by appropriate adjustments in the next paycheck of the officer or the next submission of funds to the collective bargaining representative. The City shall not be liable to the collective bargaining representative, officer or any party by reason of the requirements of this Article of the agreement for the remittance or payment of any sum other than that constituting actual deductions made from officer's wages earned.
2. Indemnification and Hold Harmless Provision: The collective bargaining representative shall indemnify and save the City harmless against any and all claims, demands, suits, orders, judgments, not taken by the City under this section, including, but not limited to, indemnification in the following instances:
  - a. Damages and Costs: In the event the provisions of this Fair Share Agreement are successfully challenged in a court or other administrative body, and it is determined that the City must pay such sums as have been deducted from earnings in accordance with the provisions hereof or any other damages, the collective bargaining representative agrees to indemnify the City in full, including any and all costs or interest which may be a part of such order or judgment, for all sums which the City has been determined to be liable.
  - b. Reasonable Attorney Fees: In the event an action is brought by any party (other than the City) challenging the validity of the provisions of this Fair Share Agreement or any deductions from earnings made pursuant thereto, in which the employer is named as the defendant, the collective bargaining representative agrees that it will indemnify the City in full for reasonable attorney fees necessary to defend the interests of the City as a defendant in such action.
3. Trust Account: During the pendency of any action brought challenging the provisions of this Fair Share Agreement or the right of the City and the collective bargaining representative to enter into such an Agreement, all sums which the City has agreed to deduct from the earnings of the officers covered by the Agreement and transmit to the treasurer of the collective bargaining representative shall be placed in trust with the treasurer of the City pending the ultimate disposition of such action. On disposition of the action, if it is determined the funds held in trust are to be paid to the Association, the Association shall be entitled to the interest which was earned on such funds during the pendency of the action.



## **Article 5 - BULLETIN BOARDS**

The City agrees to provide one (1) bulletin board for the Association's use and erect it in a location to be agreed upon for posting notices regarding Association affairs, restricted to notices of Association meetings, notices of Association elections, notices of Association appointments and results of Association elections, notices of Association recreational and social events and notices concerning bona fide Association activities such as cooperatives, credit unions and unemployment compensation information and other notices concerning Association affairs which are not political or controversial in nature. Upon written notice from the City the Association shall promptly remove from such bulletin board any material which is libelous, scurrilous or in any way detrimental to the labor-management relationship. The City will retain ownership of the bulletin board and in the event the Association fails to remove materials in violation of this article, the City reserves the right to remove such bulletin board.

## **Article 6 - GRIEVANCE PROCEDURE**

A. Definition of Grievance: A grievance shall mean any dispute involving any disciplinary action taken against an officer, the interpretation or application of a specific provision of this contract or the reasonableness of any work rules. The grievance procedure shall not be used to change existing wage schedules, hours of work, working conditions, fringe benefits and job classifications established by ordinances and rules which are matters processed under existing conditions.

B. Time Limitations: If it is impossible to comply with the time limits specified in the procedure because of work schedules, illness, vacation, etc., these limits may be extended by mutual consent in writing.

C. Settlement of Grievance: Any grievance shall be considered settled at the completion of any step in the procedure if all parties concerned are mutually satisfied. Dissatisfaction is implied in recourse from one step to the next.

D. Names of Association Committee: The Association shall provide the City with a list of the members of the grievance committee in writing and further present the City with a list of the Association officials assigned to various aspects of the grievance process.

E. Steps in Procedure:

Step 1: The grievant alone, or with two (2) Association representatives, shall orally contact his/her immediate supervisor within ten (10) working days after s/he knew or should have known of the cause of such grievance. In the event of a grievance the officer shall perform his/her assigned work task and grieve his/her complaint later. The officer's immediate supervisor shall within five (5) calendar days, orally inform the officer and the Association of his/her decision. Parties presented with an oral grievance or with an oral decision on a grievance shall

sign a statement admitting receipt of such oral grievance or oral decisions, when requested.

**Step 2:** If the grievance is not settled at Step 1, the grievant, with two (2) Association representatives, may within five (5) calendar days after the oral decision of his/her immediate supervisor, prepare a written grievance to the Police Chief. The Chief shall meet with the employee and not to exceed two (2) Association representatives to discuss the grievance. Said meeting shall occur within ten (10) calendar days of the submission of the written grievance by the employee. The Chief shall then review and further investigate the grievance and inform the aggrieved employee and the Association in writing of his/her decision within five (5) calendar days after the meeting with the grievant and the Chief.

Only one subject matter shall be covered in any one grievance. A written grievance shall be submitted upon forms provided by the Employer and should contain the name and position of the grievant, a clear and concise statement of the grievance, the issue involved, the relief sought, the date the incident or violation took place, the specific section of the agreement alleged to have been violated and the signature of the grievant and the date.

**Step 3:** If the grievance is not settled at Step 2, the grievant, with two (2) Association representatives may within seven (7) calendar days after the written decision of the Chief submit a written appeal to the Human Resources Director on forms provided by the City. The Human Resources Director shall meet with the employee and not to exceed two (2) Association representatives to discuss the grievance. Said meeting shall occur within ten (10) calendar days of submission of the appeal by the grievant. The Human Resources Director will then review and further investigate the grievance and inform the aggrieved employee and the Association in writing of his/her decision within seven (7) calendar days after the meeting with the grievant and the Human Resources Director.

**Step 4:** If the grievance is not settled in Step 3, the grievance shall be submitted in writing within five (5) calendar days after the receipt of the decision of the Human Resources Director to the Chair of the Human Resources Committee or his/her designee. The Human Resources Committee shall then respond to the grievance after reviewing the record and investigating the grievance within five (5) calendar days of receipt of the grievance of any meeting held to investigate the grievance. The Human Resources Committee shall inform the aggrieved officer and the Association in writing of its decision.

#### **F. Arbitration:**

1. **Time Limit:** If the grievance is not settled in the fourth step, the grievance may be appealed to arbitration by the officer and the grievance committee giving written

notice to that effect to the City within five (5) calendar days after the written decision is received.

2. Method of Selection: Before the initial arbitration hearing, the City and the Association Grievance Committee shall use their best efforts to select a mutually agreeable arbitrator. If the City and the Association Grievance Committee are unable to agree on an arbitrator within ten (10) days, either party may request the Wisconsin Employment Relations Commission to prepare a list of five (5) impartial arbitrators. If neither party requests a list from the Wisconsin Employment Relations Commission within twenty (20) calendar days after the notification of intent to arbitrate, the grievance shall be considered waived. The Association Grievance Committee and the City shall then alternately strike two (2) parties each on the slate with the Association exercising the first and third strikes. The Association and the City shall exercise their strikes within ten (10) calendar days following receipt of the slate from the WERC. The remaining arbitrator on the slate after the strike shall then be notified of his/her appointment in a joint statement from the City and the Association.
3. Arbitration Hearing: The arbitrator shall use his/her best efforts to mediate the grievance before the formal arbitration hearing. The parties shall agree in advance upon procedures to be used at the hearing and the hearing shall follow a quasi-judicial format. The arbitrator selected or appointed shall meet with the parties as soon as a mutually agreeable date can be set to review the evidence and hear testimony relating to the grievance. Upon completion of this review and hearing, the arbitrator shall render a written decision as soon as possible to both the City and the Association which shall be final and binding on both parties.
4. Cost: Each party shall share equally in the costs of the arbitrator. Each party, however, shall bear its own costs for witnesses and all other out-of-pocket expenses including possible attorney fees. Testimony or other participation by employees during arbitration proceedings shall take place outside of working hours if possible, but in any event such participation shall not be reimbursed nor paid for by the City unless the officer involved is regularly scheduled to work during arbitration proceeding. It is agreed that no more than two (2) officers who are on duty shall be present at the arbitration hearing at one time.
- G. Time and Motion Limit: Where possible, all grievances shall be processed outside the normal work day. During all steps of the grievance procedure, all employees or the Association itself shall maintain records of their time spent in processing a grievance during working hours. Employees shall also maintain records of all time expended on Association business during the normal work day and provide them to the Police Chief. Such records shall indicate the time expended, location and employees involved. Such records shall be submitted to the Police Chief at the completion of the processing of each individual grievance. Permission must be received from the immediate supervisor before an employee shall leave a particular work area to conduct Association business.

## **Article 7 - NO STRIKE CLAUSE**

A. **Strike and Lockout Prohibited:** Neither the Association nor any officers, agents, or employees will instigate, promote, encourage, engage in or condone any strike, picketing, slowdown, concerted work stoppage, or any other intentional interruption of work during the term of this Agreement. The City shall not authorize a lockout of the officers during the term of this Agreement.

B. **Association Action:** Upon notification by the City to the Association that certain of its members are engaged in a violation of this provision, the Association shall immediately in writing order such members to return to work, provide the employer with a copy of such an order, and a responsible official of the Association shall publicly order them to return to work. In the event that a strike occurs, the Association agrees to take all reasonable effective and affirmative action to secure the members' return to work as promptly as possible. Failure of the Association to issue the orders and take the action required herein shall be considered in determining whether or not the Association caused or authorized the strike.

C. **Penalties:** Any or all of the employees who violate any of the provisions of this section may be discharged or disciplined by the employer, including loss of compensation, vacation benefits and holiday pay. In any arbitration proceeding involving breach of this provision, the sole question for the arbitrator to determine is whether the employee engaged in the prohibited activity.

In addition to any penalties provided herein, the employer may enforce any other legal rights and remedies to which by law it is entitled.

## **Article 8 - SENIORITY**

A. **Definition of Seniority.** Seniority shall consist of the length of service from the date of hire. All seniority must be continuous and uninterrupted except as otherwise provided in this agreement. Bargaining unit seniority shall be defined as the amount of time an employee has accrued while represented by the Wausau Professional Police Association. Officers not represented by the bargaining unit shall be allowed to return to the bargaining unit with their full bargaining unit seniority, including length of service outside of the unit, if their return is caused by the elimination of their position.

B. **Lay-Off:** In laying off officers because of work shortages, the officer shortest in length of service (seniority) shall be laid off first. In recalling these officers the officer with the greatest length of service (seniority) shall be called back first.



C. Loss of Seniority: Seniority and the employment relationship shall be broken down and terminated if an employee:

1. Quits;
2. Is discharged for just cause;
3. Is absent from work for three (3) consecutive working days without notification to the employer;
4. Fails to report to work within three (3) working days after having been recalled, where possible;
5. Fails to report for work at the termination of a leave of absence for personal or health reasons; or
6. Retires

### **Article 9 - SUPERVISORS**

When not occupied with their supervisor duties, supervisors shall not be restricted from performing work in the bargaining unit provided such work shall not result in the immediate layoff of employees in that classification.

### **Article 10 - OUTSIDE EMPLOYMENT**

A. Notice to Chief: When an employee wishes employment in addition to his/her full-time employment with the City, s/he shall, at least three (3) days prior to the commencement of such employment, notify the Chief of the Department in writing that s/he wishes to undertake such employment and shall include in said notice the name of the employer, or that s/he is self-employed, the business address of the employer, business telephone number of the employer, and his/her regular work schedule. If necessary, the Chief may delay the start of such employment for a reasonable period to insure that it does not constitute a conflict of interest or impair the employee's efficiency or availability for work. The officer shall notify the Chief when such employment is completed.

B. Limitations On Outside Employment: In the event such employment constitutes a conflict of interest or interferes with the employee's efficiency or availability for work, or involves the securing of any license or approval from the City of Wausau, or exceeds four (4) hours per day and/or twenty-four (24) hours per week in outside employment, the Chief of the Department shall give the employee a written notice not to begin or to withdraw from the outside employment, whichever is applicable. The member, upon receipt of such order, shall terminate his/her outside employment forthwith.

C. Reply by Employee: The employee shall make and deliver to the Chief of the Department a written reply to such request indicating that s/he will not begin or has terminated such outside employment within twenty-four (24) hours of his/her receipt of the notice from the Chief of the Department.

D. Emergencies: In the event the Chief of the Department decides that in his/her sole judgment a state of emergency exists, s/he may unilaterally rescind, for the duration of the emergency any and all of the outside employment privileges as provided in this section. In the event an emergency exists whereby the Chief of the Department calls a member to duty outside his/her normal shift, said member agrees to report regardless of the fact s/he may be engaged in gainful part-time employment provided for in this section.

E. Termination of Outside Employment: In the event the Chief of the Department is of the belief that any part-time employment is decreasing the efficiency of a member by interfering with his/her availability for duty, s/he may order the member to terminate his/her outside employment. The member upon receipt of such order shall terminate his/her outside employment forthwith.

### **Article 11 - DEFENSE OF CLAIMS**

The City shall authorize the City Attorney to defend any officer for any lawsuit commenced against him/her arising out of any acts s/he performed or failed to perform in the course of his/her employment, provided the officer was acting in good faith at the time such action was taken. Failure by the officer to give notice to his/her supervisor that an action has been commenced against him/her as soon as reasonably possible shall be a waiver of protection under this provision. Any judgment obtained in any suit against any officer as provided in this section shall be paid by the City provided the City defended said action.

### **Article 12 - HOURS/SHIFTS**

A. Work Day/Work Week: For Detectives the normal work day shall consist of an eight (8) hour shift and the normal work week shall consist of five (5) days on duty, two (2) days off duty. Special assignment officers shall work ten (10) days in fourteen (14) consecutive calendar days. Scheduling of work days and days off shall remain in the exclusive discretion of the Chief. The City has the right to reschedule the work week to ensure continued efficient operations of the Department.

For Patrol Officers, the normal work day shall consist of a twelve (12) hour shift and the normal work cycle shall consist of two (2) days on duty followed by two (2) days off duty; three (3) days on duty followed by two (2) days off duty; two (2) days on duty followed by three (3) days off duty (2-2, 3-2, 2-3, = 14 days). Within this work cycle there shall be two (2) work days that consist of a ten (10) hour work day and said day shall be consistent within the rotation, but may be exchanged for the purpose of training or special events with a twelve (12) hour day with at least a fourteen (14) day notice.



The normal work hours of the 12 hour schedule would be as follows:

Day shift 6 a.m. – 6 p.m.,  
and Night shift 6 p.m. – 6 a.m.

Officers may be assigned to alternate 12 hour swing shift schedules which would be as follows:

AM Swing shift 8 a.m. – 8 p.m.\*  
PM Swing shift 4 p.m. to 4 a.m.\*

Officers assigned to one of the above day shift or night shift groups will only have their hours changed outside of their group as needed for coverage and such change will be for the full two (2) or three (3) day block as a minimum and with at least seven (7) days' notice, such notice may include a phone message. \*Officers assigned to the "swing shift" may have their start time moved earlier or delayed up to two (2) hours with 24 hour notice. If the Officer is given less than the seven (7) days' notice; or the 24 hours' notice for the "swing shift" from the new start time, the Officer shall receive 4 hours of call-in pay at the Officer's regular rate of pay for each shift changed. Except in emergency or extreme circumstances, Day shift or Night shift Officers shall receive at least a 24-hour notice of a change.

If an Officer works a continuous twelve (12) hour time period (shift), the Officer must be off duty for at least ten (10) hours prior to working another continuous twelve (12) hour time period (shift). There shall be a maximum of fourteen (14) consecutive hours of work except during emergencies and when no other officer is available to be offered/ordered in.

The work day for Canine Assisted Police Officers includes allowing one-half hour for canine care on each twelve (12) hour shift, and one hour for canine care on each ten (10) hour shift. When absent for a full shift Canine Assisted Police Officers shall be paid one-half hour or one hour according to the arrangement above for caring for the dog and have one-half hour or one hour less deducted from paid time off for said shift.

Examples of a Special Assignment Officer (SAO) are, but not limited to the following: Officers assigned to Special Investigations Unit (SIU), School Resource Officer (SRO), and Community Resource Officer (CRO). Officers assigned to work as a SAO are not to be considered a part of the minimum shift staffing requirements and will not be considered a part of the Patrol Division, except when assigned to Patrol.

**B. Shift Assignments:** Shift preference will be picked on a seniority basis by each officer during a thirty (30) day period beginning on September 1<sup>st</sup> of each year.

Each available shift will have a predetermined off-day group assigned. In the event of a permanent vacancy on a shift due to retirement, promotion, etc., and management's decision to fill such vacancy prior to September 1<sup>st</sup> of the current year, the officers assigned to that off-day group will be given an opportunity to fill the vacated shift by seniority. Officers who change shifts may lose guaranteed vacation picks if keeping such picks would violate Article 23F. In the event of a permanent vacancy on a shift due to retirement, promotion, etc. and management's decision to fill such vacancy after September 1<sup>st</sup>, management will make shift

assignments.

Bargaining unit members hired during the calendar will be assigned as follows;

- a. During the field training program, the 2-2-3 work rotation may be modified affording the trainee a diverse training environment, providing no less than seven (7) work shifts and no less than eighty (80) hours, per pay period. During the same period the trainee may be scheduled a combination of any shift; shifts shall be with as much advanced notice as possible.
- b. Upon completion of field training the Chief of Police will assign the officer to a shift and rotation consistent with Article 12 A. for the remainder of the calendar year.

Detective shift assignments will be made according to time in position, not seniority.

Canine Assisted Police Officers will select, within the groups outlined by the department, shift assignments and off day groups based on their seniority, recognizing restrictions may apply so not to have more than one Canine Officer assigned to each shift.

C. Shift Trades: Officers may switch shifts and switch days with one another so long as the officers involved are capable of performing the duties required of them on the other officer's shift. Two (2) days' notice shall be given to the officer's immediate supervisor and in no event shall the switch result in overtime to the officer or result in the officer working two consecutive shifts. The request for the switch shall not be unreasonably denied.

D. Christmas Party: Officers shall be allowed to reschedule their shifts to attend the annual Christmas party on one of two different days on which it is held. In no event shall this result in overtime credit for the officers.

E. Breaks: Two (2) thirty (30) minute breaks and two (2) fifteen (15) minute breaks shall be allowed to Officers assigned to the 12 hour shift schedule. All other Officers not assigned to the 12 hour shift schedule shall receive one (1) thirty (30) minute break and two (2) fifteen (15) minute breaks. All officers shall be on call during their lunch break.

F. A maximum of two (2) union officials shall be allowed to attend the WPPA Annual conference during their normal work day. If an Officer is a member of the WPPA Board of Directors, that Officer will be allowed to attend the WPPA Annual Conference and WPPA board of director's meetings during their normal work day. Attendance will not be granted if pre-scheduled overtime must be used to compensate for the Officer's absence, except that in the case of the Officer who is a member of the WPPA Board of Directors, that Officer shall be allowed to use vacation time if manpower levels would not normally allow the officer to be off. Said use of vacation time shall not be subject to the restrictions listed in Article 23(J).

### **Article 13 - RETIREMENT FUND**

All Officers shall contribute the employee's share to the Wisconsin Retirement System as established by law. Employees hired prior to July 1<sup>st</sup>, 2011 shall not contribute greater than 7% as the employee's share.

### **Article 14 – WAGES**

A. Payment Schedule: Employees shall be paid the wages set forth in Appendix "A" to this Agreement. Officers shall be paid on every other Friday. If the contract is ratified thirty (30) days after a January 1st date, any retroactive pay will be paid on a separate check.

B. Work in Higher Classification: In the event a member of the bargaining unit replaces a higher paid officer, a lieutenant for a full shift or more, such employee shall be compensated at the rate of pay of the position replaced for the actual hours worked in such a higher position.

C. Certified Instructor Pay: Officers who are certified instructors in Field Training (FTO); Defense and Arrest Tactics (DAT); Firearms; Vehicle Contact; and/or Emergency Vehicle Operations Course (EVOC) will receive 3.5% per hour over his/her hourly rate in addition to their regular pay while actually performing such training, assigned related duties, or attending recertification training.

D. Direct Deposit: Officers shall participate in the City's direct deposit program for payroll purposes. There shall be no cost to the Officers for utilization of this program.

### **Article 15 – OVERTIME**

A. General: In accordance with this article, officers shall be compensated in pay for all time worked in excess of the scheduled work day or work week unless an officer has specifically requested compensatory time off and such time is granted. The granting of compensatory time off shall be in the sole discretion of the Chief.

Overtime hours for shift coverage (vacancies) less than, or equal to, two hours shall first be offered by seniority to on-duty officers if the vacancies are in extension to their current shift; otherwise, overtime hours for shift coverage (vacancies) shall be offered to officers on their off days. In the event no off duty officer accepts said overtime, then an off duty officer will be ordered in starting with the lowest seniority. Off duty officers shall be allowed to sign for up to twelve hours of overtime. Supervisors will be offered such work if there is insufficient response from bargaining unit members to properly staff department needs. This language does not prevent supervisors from performing normal and customary police duties in the normal course of events and in normal shift situations.

Officers aggrieved when not called pursuant to this article shall be offered the opportunity to

work an equal amount of overtime hours on the day(s) and at the time mutually agreeable to the Officer and Department. The overtime hours shall be special assignments, additional shifts and/or an extension of shifts for the completion of reports (in a minimum of one hour blocks), but cannot be used to deprive officers of an overtime opportunity.

B. Time and One-Half Rates: Officers shall be compensated in cash or compensatory time off at the rate of one and one-half (1 1/2) pay or time for each one (1) hour of overtime worked in excess of the scheduled work day or work week. This shall include court appearances or any other matter that is an extension of the normal work day or work week, but shall not include call-in circumstances which occur after the officer has returned home from his/her regular assignment or has not yet reported for his regular assignment. However, when officers work in excess of their regularly scheduled work day or work week as a result of switching shifts or days off with another officer, pursuant to Article 12 (C), no overtime shall accrue to the officer by reason of such switch.

C. Call-In/Call Back: When the officer is called in to work prior to his/her regular shift and continues to work into the regular shift and the time worked prior to the regular shift is thirty (30) minutes or less, the officer shall be paid for the time worked at time and one-half (1 1/2). When the officer is called in to work prior to his/her regular shift and continues to work into the regular shift and the time worked prior to the regular shift is between 31 minutes and two and one-half (2 1/2) hours, the officer shall receive four (4) hours pay. When the officer is called in to work prior to his/her regular shift and continues to work into the regular shift and the time worked exceeds two and one-half (2 1/2) hours, the officer shall be paid for all time worked at time and one half (1 1/2) .

When the officer is called back to work after the regular shift and the time worked is two and one-half (2 1/2) hours or less, the officer shall receive four (4) hours pay. When the officer is called back to work after the regular shift and the time worked exceeds two and one-half (2 1/2) hours, the officer shall be paid for all time worked at time and one-half (1 1/2).

This section does not apply to scheduled court appearance.

Canine Assisted Police Officers are required to rotate monthly to be available for on-call status. Said officers may exchange their on-call status upon mutual agreement. The City shall provide each Canine Assisted Police Officer with a pager to assist with the on-call status.

D. Court Appearances: For scheduled court appearances, attorney conferences, meetings with the D.A. office, or sector/neighborhood meetings outside the officer's scheduled shift, the officer shall receive pay amounting to a minimum of two (2) hours pay at the time and one-half (1 1/2) rate, regardless of the actual time worked, plus pay at the rate of time and one-half (1 1/2) for all additional hours worked beyond the initial two (2) hours. Officers who have any of the above events outside their scheduled shift shall receive two (2) hours pay at time and one-half (1 1/2) rate if the event is canceled and the officer is not notified of the cancellation at least twenty-four (24) hours before the time they were to appear.



For court appearances, attorney conferences, D.A. preparation meetings, or sector/neighborhood meetings that are scheduled two (2) hours from the start and/or within 30 minutes of the end of the officer's scheduled work time, the officer shall receive pay at the time and one-half (1 ½) rate for the actual time worked prior to or after the officer's work time. Officers will not be compensated more than once for the same time period.

E. Training: In-service training scheduled on off-days that exceeds twelve (12) hours in a calendar year, training time that exceeds an Officers regular hours, and all voluntary training time attended on off-days shall be compensated at time and one-half and can only be used as Training time off (TTO). Training time off (TTO) can be accumulated to a maximum of forty-eight (48) hours at any one time, after which the City can assign the time off. All travel time associated with training shall be considered part of the training time for the purpose of compensation. The first twelve (12) hours of in-service training in a calendar year and other mandatory scheduled training on off-days shall be paid as overtime. In-service and mandatory training scheduled on off-days will be no less than eight (8) hours and will not be scheduled on the weekend. The meal periods during training will not be counted towards a calculation of overtime or to accrue TTO at the overtime rate.

F. Officers working in a SAO assignment shall not be considered in the normal selection sequence for patrol overtime coverage except when assigned to Patrol or when circumstances dictate a necessity to do so.

### **Article 16 - PROBATION**

All officers hired after January 1, 2018 shall serve a probationary period of eighteen (18 months). Officers hired before January 1, 2018 shall serve a probationary period of one (1) year from completion of field training. During the probationary period the officer shall accrue no seniority rights and shall be subject to termination for any reason without recourse to the grievance procedure. Upon successful completion of probationary period, seniority shall accrue to the most recent date of hire. The above probationary period may be extended up to six (6) months with consultation with the Association. The decision to extend a probationary period remains a management right.

### **Article 17 - LONGEVITY**

The City agrees it shall continue to pay longevity pay for officers who have completed continuous uninterrupted services as additional compensation.

Effective 1/1/02 longevity shall be calculated as follows:

1. After five (5) years - a monthly amount equal to .32% (.0032) of Police Officer's monthly base rate.
2. After ten (10) years - a monthly amount equal to .62% (.0062) of Police Officer's

monthly base rate.

3. After fifteen (15) years - a monthly amount equal to .9% (.009) of Police Officer's monthly base rate.
4. After twenty (20) years - monthly amount equal to 1.2% (.012) of Police Officer's monthly base rate.
5. After twenty-five (25) years – monthly amount equal to 1.47% (.0147) of Police Officer's monthly base rate.

Longevity payments shall commence at the end of the closest payroll period ending after the anniversary date of hire. These payments shall be made on a bi-weekly or annual basis per employee's choice. Bi-weekly payments will be made to coincide with payroll periods, annual payments will be made on the first payday in November, which pays through December.

### **Article 18 – PREMIUM PAY**

A. Shift Differential: Officers shall be paid a shift differential of 1.5% of the Police Officer hourly rate when normally assigned to a shift beginning at or after 12:00 Noon. Leave of absence is not to be included in the differential pay computation; however, such computation shall include sick days, vacation, off days, and holidays.

B. On Call Premium: Each Detective will receive seven (7) hours of compensatory time per week (Monday through Sunday) when assigned to be available for calls outside of the normal Detectives Division hours. Said assignment shall be done on a rotation basis. In addition, the City shall provide the Detective with a take home squad for the period the Detective is on call.

### **Article 19 - INSURANCE BENEFITS**

A. Medical and Hospitalization Benefits: The employee's health insurance contribution will be 12%. Bargaining unit members will receive the same health plan benefits as non-represented employees.

B. Dental Insurance Benefits: The City agrees to pay fifty percent (50%) of the cost of the dental insurance program.

C. Life Insurance Benefits: Officers are also eligible to participate in the state group life insurance program. Premiums shall be paid by the officers.

D. Pre-tax Insurance Benefits: All deductions from employees for health and dental



insurance premiums will be taken on a pre-tax basis unless the employee opts-out.

E. Post-Employment Health Plan (PEHP): The City will participate in the Post Employment Health Plan for the Association in accordance with the terms and conditions of the Plan's Participation Agreement. The program will be funded using the employee's sick leave conversion benefit at retirement.

## **Article 20 - WORKER'S COMPENSATION**

Employees eligible for worker's compensation benefits while medically unable to return to work, shall endorse their check for worker's compensation benefits to the City and receive in exchange their normal pay check based upon the normal work week with no loss of sick leave during the first ninety (90) working days of benefits. Thereafter, the employee must exercise one of the following options:

1. Receive the Worker's Compensation benefit with no deduction from accumulated sick leave; or
2. Receive the Worker's Compensation benefit and be paid the difference between the regular pay based upon the normal work week (excluding overtime and premium pay) and Worker's Compensation benefit with the City charging the employee's sick leave account with the number of hours that equal the cash differential between the Worker's Compensation and the regular pay.

Time away from work on Worker's Compensation may be concurrently certified as Family Medical Leave.

## **Article 21 - UNIFORM ALLOWANCE**

All officers shall receive a uniform allowance of \$500/year in addition to their salary. This amount will be paid on the first pay period in January. At the time of initial employment, the city shall provide each recruit with the standard uniform issue as determined by the Chief. In the event that a recruit fails to satisfactorily complete his/her probation, the uniform shall be returned to the City. A recruit shall not be eligible for the annual uniform allowance until satisfactory completion of his/her probationary period.

One or more sets of metal handcuffs will be provided for the use of officers in all patrol cars used by the officers in carrying out their duties. Each officer shall be provided with a duty weapon in good working order and free from mechanical defects. Any of such weapons which do not function properly will be promptly repaired at the expense of the City and during such repair period a substitute weapon in the condition called for by this Agreement shall be provided to the officer.

Any damage done to uniforms and/or equipment while in the performance of duty, other than

normal wear and tear, will be repaired or replaced by the City, at no charge to the Officer. Damage as a result of negligence shall be personally replaced by the Officer.

## **Article 22 - HOLIDAYS**

Officers, with the exception of those in recruit school, are eligible for holiday benefits specified in this article. Holidays shall include the following:

New Year's Day	Labor Day
Good Friday (immediately preceding Easter)	Thanksgiving Day
Easter	December 24th
Memorial Day	Christmas Day
Independence Day	December 31st

Holidays set forth in this section shall accrue on the above dates and any officer receiving the benefit of such holiday before it accrues and subsequently terminates employment with the City agrees to have the City deduct from the final paycheck the value of such holiday or holidays received.

All officers shall receive holiday pay for the holidays listed and shall be compensated at eight (8) hours for the officers assigned to the 5-2 schedule and at 8.25 hours for the patrol officers.

- A. Personal Holiday: In addition to the above holidays, each full-time officer assigned to a 5/2 schedule shall receive sixteen (16) hours of personal holiday time per calendar year. Each full-time officer assigned to a 12 hour schedule shall receive twenty-four (24) hours of personal time per calendar year. Officers assigned as School Resource Officers (SRO's) shall earn twenty (20) hours of personal holiday time per calendar year. For occasions where an Officer's assignment changes during the calendar year the Officer shall be credited at the higher rate in hours. Choice of personal holiday time must be approved by the Chief and may be taken in one hour increments.

B. Staffing on Holidays:

1. Officers Who Work the Holiday: In addition to the above listed holiday pay, Officers who work the holiday shall receive one and one-half times their regular rate of pay for all hours worked during their normal schedule.

2. Officers Who Work Overtime on the Holiday: In addition to the above listed holiday pay, all hours worked on the Officer's normal off day and all hours worked as overtime hours because of an extension to the Officer's normal shift length (8 or 12 hours) shall be paid at double the Officer's regular rate of pay.

3. Replacement Days: When a holiday falls on a regularly scheduled day off, officers shall have the option to receive either holiday pay or a replacement day off to be

scheduled by the officer within 30 days before or after the actual holiday and with the approval of the Chief.

4. Regularly Assigned Officers Who Elect Not to Work the Holiday: Subject to staffing needs as determined and approved by the Chief, regularly scheduled officers assigned to the 5-2 schedule, by seniority and shift, may volunteer not to work the holiday under this paragraph (4) and shall receive regular salary plus 4 hours straight time pay.

5. Regularly Assigned Officers Who Elect Not to Work the Holiday: Subject to staffing needs as determined and approved by the Chief regularly scheduled officers on the 12 hour work schedule, by seniority and shift, may volunteer not to work the holiday under this paragraph (5) and shall receive regular salary.

### **Article 23 – VACATIONS**

#### **A. Vacation Accrual:**

Each officer shall accrue earned vacation leave based upon seniority, with pay as follows:

Years of Service	Bi-Weekly Accrual	Annual Vacation	2017 Maximum Accumulation
Hire	3.077	80 hours	120
Start of year 3	3.692	96 hours	136
Start of year 6	5.538	144 hours	184
Start of year 12	7.385	192 hours	232
Start of year 20	9.23	240 hours	280

The intent is an officer will have accrued 80 hours of vacation by the completion of the first year of service. An officer will have accrued 96 hours by their 3<sup>rd</sup> anniversary (upon completion of the third year of service), and so on.

B. Vacation Use: Officers having an anniversary date in which an increase in the amount of vacation leave takes place shall be credited the additional time on the pay cycle it takes effect and may use the additional leave time prior to the end of the year in which it was earned. Officers shall be allowed to accrue and carryover vacation to the maximum accumulation hours allowed, exceptions must be approved by the Human Resources Director upon the recommendation of the Police Chief.

New employees will accrue vacation upon hire, and may submit vacation picks after successfully completing field training, and being assigned to a shift. Vacation picks may not be used until employees have completed six (6) months of employment. New hires may submit

for vacation based upon Phase II allowances for use when eligible; however, it will be the officer's responsibility to approach his or her supervisor to initiate the picks with his or her supervisor, and picks must be placed within a month of being assigned to a shift. This pick deadline may be extended at the discretion of the Chief. Any remaining vacation balances would be assigned in accordance with Article I. New employees are not entitled to separation benefits according to Article 29 during their first year.

No officer shall be allowed to use more than ten consecutive vacation days (excludes off days) except upon written notice thirty (30) days in advance and upon approval at the sole discretion of the Chief of Police and the Mayor.

The Chief of Police may select periods in which vacation usage may not be taken or the amount of officers on vacation be limited due to a major event taking place in the City. The term "major event" includes, but is not limited to, events such as the Wisconsin Valley Fair.

C. Vacation Use - Detectives, SIU Officers, Community Resource Officers, and School Resource Officers: Detectives, SIU Officers, and Community Resource Officers will schedule their vacation use through their respective bureau/unit. Special Assignment Officers will not be included in the selection of vacation phases with the Patrol Division except for the SRO; the SRO will pick with Patrol outside of the school year.

D. Vacation Use - Patrol, Crime Prevention, and Evidence/Property Officers: Patrol, Crime Prevention, and Evidence/Property Officers will schedule their vacation use through a series of *Phases* that includes full week vacations, single day groupings of five vacation days, and single or half day vacations.

E. Selection Process: Choice of vacation time shall be by seniority, beginning with the most senior officer and descending to the least senior officer. This seniority will be used in Phases I and II of the vacation selection process. Choices of selections will be made in rounds. When it is time for the next Officer to pick his/her vacation, that Officer has up to 24 hours to make his/her selection. If an Officer is not working for any reason (i.e. off days, sick leave, vacation leave, holiday leave, training/schooling) for longer than two (2) consecutive days, it is the Officer's responsibility to notify the Department of their preferred vacation dates. If the Officer fails to make his/her selection within the 24 hour time period or as outlined in the previous sentence, the pick will go on to the next senior Officer for his/her pick. The more senior Officer that missed his/her pick is now responsible to get his/her pick in without any penalty to any lesser senior Officer who has pick within the 24 hour guidelines. Patrol Officers may elect to use compensatory time to make up no more than fifty (50) percent of the difference of one partial day for a guaranteed vacation pick.

If an officer is set to accrue additional vacation time during the calendar year, an officer may select vacation dates during Phase II for this time. The vacation selections must be after the date in which they accrue the additional vacation time.

F. Conditions of Vacation Leave:



For Phase I or Phase II listed below

Maximum # of Officers Allotted Vacation per Day:	4
Maximum # of Officers Allotted Vacation per Shift:	2

For the purposes of the above allotted vacations the Day shift and AM swing shift shall be considered one shift, and the Night shift and PM swing shift shall be considered one shift. Shift Lieutenants or their designee shall manage the patrol vacation schedule for their shifts.

G. Phase I - Full Week Selection: Rotational selection process in which officers must choose either a one (1) or two (2) pre-designated vacation period for their initial selection. A two (2) period selection must be consecutive. Patrol Officers in the *Phase I* selection process, two (2) or three (3) consecutive work days shall be considered a single vacation selection (week) and four (4) or five (5) days (2 consecutive work days groups) shall be considered a double vacation selection (2 weeks). Following the initial round, all further rounds will have officers choosing single vacation periods. *Phase I* must be completed prior to *Phase II*. Only one selection is mandatory in *Phase I*.

H. Phase II - Five Non-Consecutive Full Day selection: Rotational process in which officers may choose a grouping of one (1) to five (5) non-consecutive full days (i.e. April 3, May 10-11-12, and Sept. 1) as a vacation selection. Similar to *Phase I*, this process will continue in rounds until all Non-Consecutive Full Day Selections have been chosen.

I. Phase III - Single or Half Day Selection: Any additional vacation time not scheduled in accordance with Phase I and Phase II above, will be considered as discretionary time off subject to approval process outlined in Appendix B – Hierarchy of Time Off.

J. Administration of Selection Process: The Association and Management will jointly oversee the vacation selection process involving *Phases I & II*. Management will regulate *Phase III* process. *Phase I* will begin by October 15<sup>th</sup> of the year preceding the vacation period.

## **Article 24 - SICK LEAVE**

A. Accrual: Employees shall receive 3.6923 hours of sick leave for each biweekly pay period. Each full-time employee shall be allowed to accumulate sick leave to a maximum of 1108 hours.

B. Usage/Notice: Sick leave shall begin on the first day of absence and continue until the officer returns to work or has used all of his accumulated sick leave. Off days, vacations, leaves of absence and holidays shall not be included in the computation of sick leave. Officers who are sick and unable to report to work shall contact the officer in charge at least one (1) hour before the start of the regular shift or assignment, stating the reason the employee is unable to report to work and, whenever possible, the anticipated number of days that the employee will be absent. Whenever possible, the officer shall make the call personally. If the officer in charge is not available at the time the call is made, the information shall be given to

the dispatcher/communication specialist. Officers shall not be eligible for sick leave in excess of the sick days actually earned.

If an officer has used his/her sick time, s/he may apply as additional Family Medical Leave certified sick time the vacation time and/or personal holiday time which s/he has available to him/her.

Only those employees working a 5-2 schedule shall be allowed to use sick leave for medical or dental appointments. Exceptions may be granted by the Police Chief or designee.

Sick leave may be used for the following reasons:

- A. A personal illness, injury or medical disability that prevents the officer from performing his or her job, or personal medical or dental appointments.
- B. Care of family members as required by the Wisconsin Family and Medical Leave Act 103.10.
- C. Qualifying absences for Family and Medical Leave (federal statute).
- D. Exposure of the employee to contagious disease when attendance at work would jeopardize the health of others.
- E. Preventative health care of relatives or household members, up to one (1/2) day for each occurrence (Officers working 5/2 schedule only).
- F. Illness of a child.
- G. Illness of relatives or household members, up to three (3) consecutive days for each occurrence or as certified under Family Medical Leave.

C. Abuse: Sick leave is a benefit provided as a form of insurance when injury or illness occurs. The City may require a doctor's statement or other evidence of proof of illness. Officers who fail to use sick leave appropriately may be subject to disciplinary action. Additional abuses of sick leave may subject an officer to dismissal.

D. Family Illness for New Employees: New employees who have less than one year of service, employees will be allowed to use sick leave in case of emergency for conditions that would otherwise be eligible for certification under Family Medical Leave. No more than five (5) sick leave days may be used by an employee within a calendar year (January 1 - December 31) pursuant to and under this family illness provision. No portion of this five (5) day maximum can be "carried over" to and utilized in a succeeding calendar year. No more than three (3) days, at a time, can be utilized for any one occurrence. No more than one (1) work day at a time can be utilized for outpatient surgery. No more than two (2) days at a time can be utilized for inpatient surgery; however, a third day for inpatient surgery may be



utilized if approved by the Human Resources Director, upon good cause shown to the Human Resources Director. Birth of a child shall afford the employee a maximum of one (1) day at a time under this family illness provision.

Immediate family is defined as the employee's spouse, children, parents, or member of the employee's household. "Emergency" is defined as an unscheduled event of a serious nature. "Surgery", "inpatient" and "outpatient" shall be defined in the same manner that they are defined in the City's medical benefit plan in effect at the time the issue arises.

The employee shall provide, upon request of employer, a statement from a physician verifying the need for the leave.

This provision shall not apply to employees accompanying family members to any routine or scheduled medical or dental appointments.

E. Catastrophic Sick Leave Account: After an employee has reached the maximum accumulation of sick leave of 1108 hours, any additional sick leave hours accumulated thereafter shall be placed in an individual catastrophic sick leave account (CSLA). Maximum accumulation in the CSLA shall be 1008 hours. Sick leave in the CSLA may only be used after an employee has been absent from work because of a serious illness or injury and the employee's regular sick leave account has been exhausted. Sick leave in the CSLA may not be used to supplement salary in the event of a Worker's Compensation injury and may not be converted to its monetary value and used to pay the cost of the hospital and surgical insurance plan upon retirement.

F. Conversion of Sick Leave at Retirement: When an officer retires as defined by the Wisconsin Retirement System or is forced to retire due to medical disability a maximum of sixty percent (60%) of the sick leave remaining in the officer's accumulated sick leave account may be converted to its monetary value (officer's hourly rate, exclusive of longevity and shift differential) and shall be contributed to the participant's Post Employment Health Plan (PEHP).

In order to determine the officer's sick leave conversion benefit when they retire, the following formula will apply:

Years of continuous service + officer's age at retirement = Number of credits

(For credits between 63 and 75, deduct 5% from the standard conversion for each year under 75)

Officers who retire with at least 20 years of service shall have a monetary contribution of 80 percent (80%) of banked sick leave hours contributed to the participant's PEHP.

In order to be eligible for the above-described benefit, the employee must meet the following conditions:

- a. Apply for Wisconsin Retirement Fund benefits within thirty (30) days of the last

day they worked; and

b. In cases of voluntary retirement, give a written notice of retirement and intent to utilize the above-described benefits to the Police Chief and Human Resources Director at least 60 days prior to the date of retirement.

The officer will be eligible to continue in the health insurance group, at the officer's expense, until the officer is eligible for Medicare or unless the officer becomes employed and/or eligible for other hospital and surgical insurance from another source. Retiring Officers will only be eligible to continue in the health insurance group as permitted under the COBRA law.

G. Perfect Attendance Leave: Full-time employees who use no sick leave during a six (6) month period (since date of last sick leave usage), shall earn one-half (1/2) day (i.e., 4 hours for 8 hour employees and 6 hours for 12 hour employees) of perfect attendance leave. If the employee does not use sick leave for an additional six (6) month period the employee shall earn an additional one-half (1/2) day of perfect attendance leave. Employees who continue not to use sick leave will earn one (1) day perfect attendance leave for each consecutive six (6) month period following the first year and six months of no sick leave usage. Perfect attendance leave shall be picked after the regular vacation days are selected and shall be subject to approval by the Chief. Perfect attendance leave may be used in hourly increments. At no time may an employee's PAL account exceed forty-eight (48) hours.

Employees will be responsible to alert the Human Resources Department each six (6) month period that PAL is to be accrued. The employee will have three (3) months following the date PAL was earned to advise the Human Resources Department of the employee's eligibility for the leave accrual or the employee will not be eligible for the accrual for that period.

## **Article 25 - FUNERAL LEAVE**

A. Immediate Family: In the event of death in the immediate family of an officer, such officer will be paid for time lost from scheduled work to attend the funeral. The officer shall be entitled to the day of the funeral and either the two days before (or after) or one day before and one day after the day of the funeral, for a total of three days, including the day of the funeral. However, the actual placement of the three (3) days may be changed with the approval of management and said approval shall not be unnecessarily withheld. Immediate family shall mean spouse, parents, child, stepchildren, stepparents, step brothers and step sisters, mother-in-law, father-in-law, brother, sister, or any relative who has resided with the employee immediately preceding the relative's death.

B. Other: The officer shall receive one (1) day with pay to attend the funeral of a relative other than a member of the immediate family. Relative shall mean grandparents, spouse's grandparents, brother-in-law, sister-in-law, niece, nephew, grandchild, step-grandchild, aunt and uncle.

C. Extension: Any officer may request an additional three (3) days leave without loss of pay in the event that the situation is sufficiently serious to warrant an extension. This extension must be approved by the Chief and the Human Resources Director.

D. Death of Officer: Officers may be granted up to four (4) hours of leave without loss of pay to attend the funeral of a deceased officer or a deceased retired officer. The need for continuing essential service in emergencies may limit the number of employees who may attend a funeral. In such instance, the Chief may decide on the amount of time actually required for funeral attendance up to four (4) hours and the number of employees who may attend the funeral.

E. Pall Bearer: An officer serving as a pall bearer at any funeral may be granted up to four (4) hours leave without loss of pay. Officers shall not actively solicit pall bearer positions.

### **Article 26 - MILITARY LEAVE**

Officers who are members of the Officer Reserve Corps, enlisted Reserve Corps, Naval Reserve, Marine Reserve, National Guard, State Guard, Air Force Reserve, or any other reserve component of the military or naval forces of the United States or the State of Wisconsin shall be granted a leave of absence, if required, to participate in summer encampment training duties.

Such officers shall be paid the difference, if any, between his/her regular rate of pay and his/her military pay, for the period involved not to exceed two (2) weeks in any calendar year. In the event of a national or state emergency such officer may take an extended military leave of absence without pay if ordered to active duty without loss of seniority. The City shall allow any officer on a military leave of absence to continue his/her medical, dental and life insurance benefits; however, the officer shall pay cost for such coverage. The City also agrees to comply with Section 21.14, Wisconsin Statutes.

### **Article 27 - LEAVE OF ABSENCE**

The City, in the sole discretion of the Chief, may grant a leave of absence without pay to any officer upon his/her request to further his/her education or where the City will directly benefit from the leave. Such leave may be given for a period not to exceed one (1) year for any one request. Any requested leave of absence shall be submitted to the Chief and Human Resources and Labor Relations Committee for approval in their sole discretion.

An officer who has used all of his/her sick leave and vacation time and is still unable to return to work or to be reasonably accommodated due to sickness shall notify the City and request a leave of absence. The leave of absence may be granted for a period not to exceed one (1) calendar year or until the officer is physically able to return to work, whichever is the lesser. The City will comply with the provisions of applicable state and federal statutes and guidelines concerning accommodations for an officer's disabling medical condition.

In no case shall a leave of absence be granted for the purpose of accepting other employment or self-employment. During the period of the leave of absence, no vacation, sick leave or other benefits (other than seniority) shall accrue to the officer. The City shall allow any officer on a leave of absence to continue his/her medical, dental and life insurance benefits; however, the officer shall pay the entire costs for such coverage.

### **Article 28 - JURY DUTY**

Officers who are covered by this Agreement who serve on a jury shall be paid the difference between the jury or witness fees and their regular earnings. Officers shall notify a supervisor as soon as reasonably possible when they are notified of Jury Duty responsibilities. Officers when relieved from jury duty shall immediately return to their jobs and complete their scheduled work day. Officers shall not be entitled to overtime or shift differential under this provision.

### **Article 29 - SEPARATION BENEFIT FOR VACATION, COMPENSATORY TIME AND PERFECT ATTENDANCE LEAVE**

At time of voluntary separation officers with at least twelve (12) months of service who subsequently leave the employ of the City in good standing, upon giving at least ten (10) calendar days written notice, shall receive cash payments for all remaining accrued vacation time, compensatory time, training time off, perfect attendance leave credits and longevity. The officer's last day of work will be the last day on the payroll. Officers will not be permitted to utilize vacation, compensatory and/or perfect attendance leave credits and stay on the payroll after the last day at work. This policy may be waived upon recommendation of the Human Resources Director and only in personal emergency or crisis situations.

Officers separating from the force due to death or retirement due to age or disability shall receive cash payments for all remaining accrued vacation time, compensatory time, training time off, perfect attendance leave credits and longevity.

### **Article 30 – RETIREES**

At the time of retirement under ETF guidelines, the officer may be given his/her duty weapon (sidearm), if requested and provided the City and Association approve of same and the officer is not barred from ownership by law. In addition, at the time of retirement or death under ETF guidelines, the officer or officer's family may keep the officer's badge provided the Association has the badge mounted or encased to prevent future use. Retirees who are subpoenaed as a result of their prior employment with the Wausau Police Department shall, upon submission of a voucher, be paid for hours in court at their applicable rate at the time of retirement.



### **Article 31 - CANINE ASSISTED POLICE OFFICERS**

The Canine Assisted Police Officers will be required to have a kennel at their residence. The City will purchase and pay for installations of the kennel and underlying cement. Should the Canine Assisted Police Officer move, the cost of relocating the kennel will be the officer's responsibility. The City will pay for the canine's food, supplies and veterinary cost. The canine will be kept, fed, watered, exercised and taken to the vet by the Canine Assisted Police Officer. The Canine Assisted Police Officers and their canine shall have a dedicated take home squad assigned to each for their sole use. Said squads to be modified for use with the canine. (See also Articles 12, 14 and 15.)

### **Article 32 – RESIDENCY**

Effective January 1, 2018 all law enforcement personnel must reside within twenty (20) miles of the jurisdictional boundaries of the City of Wausau. Such residence must be established within six months after completion of the probationary period. Failure to do this will result in loss of employment. Nothing precludes the Police Chief from extending the time limits for establishing such residence at his/her sole discretion. Residency exceptions granted prior to 1/1/18 are not affected by this change.

### **Article 33 - SAVINGS CLAUSE**

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

### **Article 34 - ENTIRE MEMORANDUM OF AGREEMENT**

The City and the Association agree that all negotiable items have been discussed during negotiations leading to this agreement that this agreement as a result of these negotiations is binding upon both parties, that no additional negotiations or changes of any provision pertaining to wages, hours, or conditions of employment shall be undertaken except by mutual consent. The foregoing agreement constitutes the entire agreement between the parties and supersedes and cancels all previous agreements, verbal or written between the City and the Association and constitutes the entire agreement between the parties. 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. All existing ordinances and resolutions of the Common Council effecting wages, hours and conditions of employment not inconsistent with this agreement are incorporated herein by reference as though fully set forth. To the extent that the provisions of this agreement are in conflict with existing ordinances or

resolutions, such ordinances and resolutions shall be modified to reflect the agreements herein contained.

### **Article 35 - DURATION OF AGREEMENT**

A. Term: This Agreement shall become effective January 1, 2018 and shall remain in full force and effect up to and including December 31, 2020. In addition, this Agreement shall remain in full force and effect until a subsequent Agreement has been reached between the City and the Association.

B. Timetable for Conference and Negotiations:

Step 1: Submission of Association bargaining requests and City management proposals, in writing, on or before September 1<sup>st</sup>.

Step 2: Negotiations shall begin after the bargaining proposals have been exchanged as outlined in Step 1 above, but in no event later than September 15<sup>th</sup>.

This timetable is subject to adjustment by mutual agreement of the parties consistent with the progress of negotiations.




Dated at Wausau, Wisconsin, this 22 day of December, 201 7.

CITY OF WAUSAU


  
Robert B. Mielke, Mayor

  
Toni Rayala, City Clerk

  
Toni Vanderboom,  
Human Resources Director

WAUSAU PROFESSIONAL POLICE  
ASSOCIATION

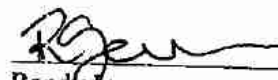
  
John Phillips, President

  
Anthony Reince,  
Vice President/Secretary

  
Jon Kindlarski, Treasurer

  
Jeff Schremp, Member-at-Large

  
Mark Jaeger, Member-at-Large

  
Randy Ingram,  
WPPA/LEER Business Agent

## **APPENDIX A**

<b>Police Officer</b>		<b>Final 2017 Payroll</b>	<b>1/1/2018</b>	<b>2018 PP14</b>	<b>1/1/2019</b>	<b>2019 PP14</b>	<b>1/1/2020</b>	<b>2020 PP14</b>
85%	Hourly	\$23.27	\$23.62	\$23.86	\$24.21	\$24.46	\$24.82	\$25.07
	Bi-Weekly	\$1,861.60	\$1,889.52	\$1,908.42	\$1,937.05	\$1,956.42	\$1,985.76	\$2,005.62
	Annual	\$48,401.60	\$49,127.62	\$49,618.90	\$50,363.18	\$50,866.82	\$51,629.82	\$52,146.12
90%	Hourly	\$24.62	\$24.99	\$25.24	\$25.62	\$25.87	\$26.26	\$26.52
	Bi-Weekly	\$1,969.60	\$1,999.14	\$2,019.14	\$2,049.42	\$2,069.92	\$2,100.97	\$2,121.98
	Annual	\$51,209.60	\$51,977.74	\$52,497.52	\$53,284.98	\$53,817.83	\$54,625.10	\$55,171.35
95%	Hourly	\$26.00	\$26.39	\$26.65	\$27.05	\$27.32	\$27.73	\$28.01
	Bi-Weekly	\$2,080.00	\$2,111.20	\$2,132.31	\$2,164.30	\$2,185.94	\$2,218.73	\$2,240.92
	Annual	\$54,080.00	\$54,891.20	\$55,440.11	\$56,271.71	\$56,834.43	\$57,686.95	\$58,263.82
100%	Hourly	\$27.38	\$27.79	\$28.07	\$28.49	\$28.77	\$29.21	\$29.50
	Bi-Weekly	\$2,190.40	\$2,223.26	\$2,245.49	\$2,279.17	\$2,307.96	\$2,336.49	\$2,359.86
	Annual	\$56,950.40	\$57,804.66	\$58,382.70	\$59,258.44	\$59,851.03	\$60,748.79	\$61,356.28
PO I	Hourly	\$27.91	\$28.33	\$28.61	\$29.04	\$29.33	\$29.77	\$30.07
	Bi-Weekly	\$2,232.80	\$2,266.29	\$2,288.95	\$2,323.29	\$2,346.52	\$2,381.72	\$2,405.54
	Annual	\$58,052.80	\$58,923.59	\$59,512.83	\$60,405.52	\$61,009.58	\$61,924.72	\$62,543.97
PO II	Hourly	\$28.41	\$28.84	\$29.12	\$29.56	\$29.86	\$30.30	\$30.61
	Bi-Weekly	\$2,272.80	\$2,306.89	\$2,329.96	\$2,364.91	\$2,388.56	\$2,424.39	\$2,448.63
	Annual	\$59,092.80	\$59,979.19	\$60,578.98	\$61,487.67	\$62,102.55	\$63,034.08	\$63,664.42
PO III	Hourly	\$28.82	\$29.25	\$29.54	\$29.99	\$30.29	\$30.74	\$31.05
	Bi-Weekly	\$2,305.60	\$2,340.18	\$2,363.59	\$2,399.04	\$2,423.03	\$2,459.38	\$2,483.97
	Annual	\$59,945.60	\$60,844.78	\$61,453.23	\$62,375.03	\$62,998.78	\$63,943.76	\$64,583.20
PO IV	Hourly	\$30.44	\$30.90	\$31.21	\$31.67	\$31.99	\$32.47	\$32.79
	Bi-Weekly	\$2,435.20	\$2,471.73	\$2,496.45	\$2,533.89	\$2,559.23	\$2,597.62	\$2,623.60
	Annual	\$63,315.20	\$64,264.93	\$64,907.58	\$65,881.19	\$66,540.00	\$67,538.10	\$68,213.48
Detective	Hourly	\$31.96	\$32.44	\$32.76	\$33.26	\$33.59	\$34.09	\$34.43
	Bi-Weekly	\$2,556.80	\$2,595.15	\$2,621.10	\$2,660.42	\$2,687.02	\$2,727.33	\$2,754.60
	Annual	\$66,476.80	\$67,473.95	\$68,148.69	\$69,170.92	\$69,862.63	\$70,910.57	\$71,619.68

To retain employment officers must attain and maintain appropriate firearm certification as determined by the City. One percent (1%) of the officers annual base pay shall be paid upon meeting department annual certification testing standards and not later than November 1.

Any person beginning employment with the Wausau Police Department shall start at 85 percent of the Police Officer rate in the classification for which employee has been hired. Upon the successful completion of six (6) months of service, employee shall receive 90 percent of the Police Officer rate and upon completion of one (1) year of service employee shall receive 95 percent of the Police Officer rate and after two (2) years of service employee shall receive full Police Officer rate. Early advancement under the above procedure must receive the prior written approval of the City Human Resources Committee.

**\*Police Officer** - less than two (2) years of service.

**Police Officer 1** - after completion of three (3) years of service.

**Police Officer 2** - after completion of four (4) years of service or after completion of three (3) years of service with a minimum of a Bachelor's Degree.

**Police Officer 3** - after completion of five (5) years of service or after completion of four (4) years of service with a minimum of a Bachelor's Degree; or after three (3) years of service with a minimum of a Master's Degree.

**Police Officer 4** - after completion of seven (7) years of service or after completion of six (6) years of service with a minimum of a Bachelor's Degree; or after five (5) years of service with a minimum of a Master's Degree.

"Years of service" shall be defined as years of service as a Police Officer employed by the City of Wausau Police Department.

The Canine Assisted Police Officer position shall receive an additional 3.5% per hour over his/her hourly rate.

The Community Resource Officer (CRO), Special Investigations Unit Officer (SIU), and School Resource Officer (SRO) (while engaged in the duties as a SRO) positions shall receive an additional 5% per hour over his/her hourly rate.

## **Appendix B**

### **Hierarchy of Time Off**

**Hierarchy of Time after Phase I and Phase II selections process:**

- 1.) Phase III Vacation
- 2.) Personal Holiday
- 3.) All other types of time off are tertiary to vacation and personal holidays.  
(i.e. Perfect Attendance Leave/Training Time Off/Compensatory Time Off/Holiday Option, etc.)

**Full day/s requests:** Full day(s) requests are subject to approval based on daily staffing needs as determined by the patrol supervisor(s). Requests to take a full day(s) off must be submitted on the Department's (*Intellitime*) Leave Request form. In the event of multiple requests for the same day(s), the hierarchy, then date and time submitted, and then seniority will be used to determine which request(s) are approved. Once approved, the type of leave requested may not be supplanted with other types of leave, and full day requests shall not be rescinded unless initiated by the officer making the original request.

- Officers shall notify their immediate supervisor of the request either in person or preferably by department email. The immediate supervisor based on the known staffing needs will either approve or deny the off-request. Generally, approval may be granted upon reviewing the requests. All advance requests shall either be approved or denied at least 14 days before the day requested off; however,
- If the day off requested is short notice (less than 14 days in advance), Officers shall notify their immediate supervisor of the request either in person or preferably by department email. Generally, approval may be granted upon reviewing the requests. The immediate supervisor will either approve or deny the off-request as soon as practicable. Short notice requests shall be approved based on date and time the request is entered, regardless of hierarchy and seniority.

**Half or partial day requests:** Half or partial day requests are subject to approval based on daily staffing needs as determined by the patrol supervisor(s). Requests to take a half or partial day off must be submitted on the Department's (*Intellitime*) Leave Request form. If there are multiple requests for the same day or same time of the day, the date and time submitted will be used to determine which request(s) are approved. Full day requests will be given priority over half day or partial day requests. Partial day requests may be approved, denied and/or rescinded based on the staffing needs as determined by the patrol supervisor(s) either before or during the affected shift.



