

**AGREEMENT**

**BETWEEN THE**

**CITY OF NEW BERLIN**

**AND THE**

**NEW BERLIN PROFESSIONAL POLICE**

**ASSOCIATION, INC.**

**LOCAL 219A**

*Effective January 1, 2017*  
*Expires December 31, 2018*

ORIGINAL / January 19, 2017

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1 THIS AGREEMENT made and entered into at New Berlin, Wisconsin by and between the  
2 City of New Berlin (hereinafter referred to as the "City") and the New Berlin Professional Police  
3 Association, a non-profit corporation (hereinafter referred to as the "Association") as the  
4 bargaining representative of the Police Officers, Detectives and Sergeants (hereinafter collectively  
5 referred to as the "Officers") in the Police Department of the City.

## 6 7 **ARTICLE I - PURPOSE**

8 **Section 1.01:** The purpose of this Agreement is:

- 9 A. to recognize the Association as the bargaining agent for the Police Officers,  
10 Detectives, and Sergeants of the Police Department of the City. With respect to the  
11 status of Sergeants relating to the definitions of supervisors found in Wisconsin  
12 State Statute Section 111.70(1)(o)(1), the City and the Association have agreed to  
13 abide by the decision of the Wisconsin Employment Relations Commission which  
14 will determine whether or not Sergeants may remain within the bargaining unit of  
15 the Association.
- 16 B. to evidence the understanding between the Association and the City.
- 17 C. to assure high quality personnel for the Police Department and a high standard of  
18 police protection for the safety and general welfare of the residents of the City.

## 19 20 **ARTICLE II - MANAGEMENT**

21 **Section 2.01:** All the power, authority and rights of the City not specifically assigned or  
22 limited by this Agreement are retained by the City.

23 **Section 2.02:** The Agreement is the entire and the only Agreement between the parties  
24 and there are no understandings, arrangements or agreements not specifically expressed herein.  
25 This is a whole agreement and it is the intention that it be all-inclusive with no areas remaining,  
26 during its term, for further collective bargaining.

## 27 28 **ARTICLE III - COMPENSATION**

29 **Section 3.01 - Classifications and Salaries:** Officers assigned to the positions of Training  
30 Officer, Court Officer, School Resource Officer, and Community Service Officer shall be  
31 compensated at the rate specified under the classification of "Specialist". The hourly rate of all

Officers shall be determined by dividing the annual salary by two thousand and seven (2,007) hours. The following are the annual and biweekly salaries for the respective classifications for the respective periods:

**EFFECTIVE JANUARY 1, 2017 (2.0%)**

| Classification | Hourly | Biweekly | Annual    |
|----------------|--------|----------|-----------|
| Officer-Start  | 25.76  | 1,988.62 | 51,704.13 |
| After 1 year   | 27.40  | 2,114.88 | 54,986.90 |
| After 2 years  | 31.08  | 2,398.95 | 62,372.75 |
| After 3 years  | 34.61  | 2,683.02 | 69,758.57 |
| After 4 years  | 38.10  | 2,941.14 | 76,469.67 |
| Specialist     | 39.19  | 3,025.12 | 78,653.10 |
| Detective      | 41.03  | 3,167.32 | 82,350.22 |
| After 2 years  | 42.04  | 3,244.81 | 84,365.00 |
| Sergeant       | 42.46  | 3,277.26 | 85,208.73 |
| After 2 years  | 43.09  | 3,326.41 | 86,486.64 |

**EFFECTIVE JANUARY 1, 2018 (2.0%)**

| Classification | Hourly | Biweekly | Annual    |
|----------------|--------|----------|-----------|
| Officer-Start  | 26.28  | 2,028.39 | 52,738.21 |
| After 1 year   | 27.95  | 2,157.18 | 56,086.64 |
| After 2 years  | 31.70  | 2,446.93 | 63,620.21 |
| After 3 years  | 35.45  | 2,736.68 | 71,153.74 |
| After 4 years  | 39.86  | 2,999.96 | 77,999.06 |
| Specialist     | 39.97  | 3,085.62 | 80,226.16 |
| Detective      | 41.85  | 3,230.66 | 83,997.22 |
| After 2 years  | 42.88  | 3,309.70 | 86,052.30 |
| Sergeant       | 43.30  | 3,342.80 | 86,912.90 |
| After 2 years  | 43.95  | 3,392.94 | 88,216.37 |

In each instance, the period of time required to advance from one salary rate to another in a classification relates to the period in the particular classification. The effective date of any salary increase (either step advances or across the board wage increases) shall be the beginning of the full pay period next following the event.

**Section 3.02 - Overtime:** Duty before or after regular duty hours may be authorized only by the Chief of Police or his/her designee.

Duty before or after the regular duty hours shall be compensated at the rate of time and one-half (1-1/2), providing, however, overtime shall be claimed to the nearest one-tenth (1/10th) hour, i.e., three (3) minutes - no overtime, four (4) minutes - one-tenth (1/10th) hour claim, and



1 shall be compensated at the rate of time and one-half (1-1/2). When an Officer is required to return  
2 to work after the end of his/her regular normal workday, or is called to duty on an off day, he/she  
3 shall be compensated for not less than two (2) hours at time and one-half (1-1/2). An Officer called  
4 to duty after the end of his/her regular workday, but cancelled before he/she arrives at the location  
5 called to report, shall be compensated not less than one (1) hour at time and one-half (1-1/2),  
6 provided the Officer was aware of the notice to report prior to being cancelled. An Officer required  
7 on an off duty day, or after his/her regular workday, to report for court, shall be compensated for  
8 not less than three (3) hours at time and one-half (1-1/2). Officers subpoenaed to report for court,  
9 and cancelled after 5:00 pm on the day before the scheduled court date, shall be compensated not  
10 less than one (1) hour at time and one half (1-1/2), unless the court was scheduled during the  
11 officer's normal duty hours

12 Overtime that is generated from a staffing shortage of a Patrol Officer, shall only be offered  
13 and filled using a Patrol Officer.

14 When an Officer is recalled to duty, duty time shall commence upon his/her reporting at  
15 the station or such other location within Waukesha County, as the Chief may have designated. If  
16 an Officer is required to report outside of Waukesha County, or is assigned to travel, appropriate  
17 consideration shall be given to the distance and time involved and the mode of transportation  
18 involved.

19 Officers may select as between payment in cash or compensatory time off providing:

- 20 (1) that such selection shall be made when the overtime is reported, and shall not be  
21 revocable.
- 22 (2) that not more than one hundred and twenty (120) hours of compensatory overtime  
23 may be held in accumulation by any one Officer.
- 24 (3) Officers may elect to use their accumulated compensatory time off, with approval  
25 of their shift supervisor, as long as shift staffing requirements are maintained.

26 Compensatory time in excess of the one hundred and twenty (120) hour maximum shall be  
27 disposed of by payment in cash. The payment shall be at the rate of time and one-half (1-1/2) for  
28 the actual working hours. In addition, employees shall be allowed to cash out their accrued  
29 compensatory time off banks one-time per year. The minimum force may vary between different  
30 shifts, days of the week, by season, and otherwise as deemed appropriate. Except when rendered  
31 impossible by the unforeseen, reasonable notice shall be given by the Chief as to the appropriate

1 minimum force for the particular situation.

2 **Section 3.03 - Training Time:** Officers required to report for training outside of their  
3 regularly scheduled normal workday shall receive straight compensatory time off for a minimum  
4 of two (2) hours. Compensatory off time resulting from training shall, however, be included in  
5 determining whether the one hundred twenty (120) hour limitation in Section 3.02 above is  
6 applicable.

7 **Section 3.04 - Paychecks:** Officers shall be paid every other Friday. Each paycheck shall  
8 include the salary for a biweekly pay period including that Friday (even though the regular normal  
9 workday on that Friday, although beginning on Friday, is completed on Saturday) and the  
10 additional pay for overtime, if any, for the prior biweekly period. All regular paychecks will be  
11 deposited electronically into an account at a financial institution designated by the employee.

12 **Section 3.05 - Final Salary Payment:** The salary due an Officer upon termination of  
13 employment shall be paid on or before the next payday following termination.

14 **Section 3.06 - Field Training Officer (FTO) Compensation:** A Field Training Officer  
15 will receive one (1) hour of compensatory time (straight time) for each eight (8) hour training day  
16 spent with a new officer and one-half (1/2) hour of compensatory time (straight time) for each  
17 partial day spent with a new officer of at least four (4) hours. This time will be in addition to any  
18 other overtime legitimately earned for that normal workday.

19 **Section 3.07 - Detective On-Call Compensation:** Any Detective who is scheduled for an  
20 On-Call weekend will be compensated one (1) hour in either pay or compensatory time at a rate  
21 of time and one-half (1-1/2) for each day or part of a day that they are on call. (The period on  
22 Friday from 11:00 p.m. to midnight shall not count toward compensation under this section.)  
23 Detectives may also take home and operate their assigned unmarked squad to facilitate rapid  
24 response to crime scenes or calls for assistance, providing that it does not cause a vehicle shortage  
25 for the Detective Bureau. Detectives on call will be subject to being called in at any time during  
26 their on call period. Detectives will be available at their home phone, by pager, or keep the  
27 dispatchers informed of another phone number or means of being contacted.

28 **Section 3.08 - Workout Program Compensation:** The maximum allowable  
29 compensation for those NBPPA members who are actively involved in a department authorized  
30 workout program will be three (3) hours of compensatory time per pay period. All participation  
31 is voluntary, but you must be actively working out to claim the compensatory time. Workouts do

1 not have to occur on an actual work day for you to be able to claim credit for the workout. If you  
2 are not on an approved program, you must get approval from the Chief of Police. If you are at  
3 your contractual maximum level of accumulated compensatory time, you may not claim time for  
4 your workouts.

5 **Section 3.09 - Compensatory Time for Travel for Training/Outside of Waukesha**  
6 **County:** When an officer is approved for training or a school outside of Waukesha County,  
7 appropriate consideration shall be given to the distance and time involved and the mode of  
8 transportation used. Approved travel time is straight compensatory time.

9 **Section 3.10 – Task Force Assignments Flex Time:** Flex time will be earned and used  
10 during any Task Force assignment period and is not transferable to an officer's compensatory time  
11 accumulation. In the event of a sudden necessary transfer from any Task Force assignment, the  
12 officer will use all accumulated "flex" time immediately (this does not include assigned  
13 Administrative Leave or Worker's Compensatory time).

14 **Section 3.11 - Roll Call Preparation Compensation:** Supervisors who give roll call on  
15 any particular day will receive three tenths (0.3) of an hour of compensatory time. This time will  
16 be awarded providing that the supervisor conducting roll call begins his or her roll call preparation  
17 at least twelve (12) minutes before roll call is scheduled to begin. The "Twelve Minute"  
18 requirement will not be enforced if the supervisor does not have prior notice that he or she must  
19 conduct roll call that day.

20 **Section 3.12 - Tuition Reimbursement:** Members of the New Berlin Professional Police  
21 Association will be allowed to participate in the City of New Berlin's Tuition Reimbursement  
22 Program to the extent budgeted annually in the Police Department's budget.

23 **Section 3.13 - K9 Officers:** The City shall pay for all reasonable expenses associated with  
24 the keeping and care of any active Police K9 to include dog kennels, food, medical related costs  
25 and necessary equipment. K9 Officers will be assigned a take home vehicle. Upon retirement of  
26 any police K9, the ownership of the dog will be given to its handler. The City will continue to pay  
27 for food and basic veterinary expenses up to an annual maximum of twelve hundred (\$1,200)  
28 dollars.



1                                   **ARTICLE IV - RETIREMENT CONTRIBUTION**

2           **Section 4.01:** Employees shall contribute the full employee's required contrbtion. The  
3 City shall pay the balance according to State Statutes.

4  
5                                   **ARTICLE V - INSURANCE**

6           **Section 5.01 - Life Insurance:** The City shall provide as a one time annual salary, at its  
7 sole expense, term life insurance on the lives of Officers, with double indemnity for accidental  
8 death. The City shall allow employees the option of selecting dependent life insurance as provided  
9 for by the life insurance company. The employee is responsible for the entire premium for this  
10 coverage.

11           **Section 5.02 - Health Insurance:** Employees may select single or family health insurance  
12 coverage. Employees shall contribute fifteen percent (15%) of the monthly premium, through the  
13 Section 125 program with the balance to be paid by the City.

14           In the event an employee has a spouse that is also a City employee, that employee and the  
15 employee's spouse will be entitled to only one family health insurance contract or two single  
16 contracts between them from the City.

17           The Parties agree to reopen the contract as soon as possible after a decision is made on who  
18 the 2018 Health Insurance provider for purposes of negotiating the impact, if any, on employees'  
19 percent of contribution towards the monthly premium for health insurance coverage.

20           **Section 5.03 - Insurance For Duty Related Disability Retirees:** Employees who retire  
21 under the provisions of Wisconsin Statutes Section 40.65 shall be covered by the City's health  
22 insurance plan. Retirees under this section may select single or family health insurance coverage  
23 and shall contribute the same percentage of the monthly premium as is required of active  
24 employees with the balance to be paid by the City.

25           This benefit shall cover eligible spouse and dependents at the time of retirement. The  
26 retiree will remain eligible for this benefit until:

- 27           a)     the retiree becomes eligible for Medicare, or  
28           b)     the retiree is eligible for fully paid insurance through another employer or through  
29                   his/her spouse's employer.

30           **Section 5.04 - Insurance for Non-Duty Related Disability Retirees:** Employees retiring  
31 under the provisions of Wisconsin Statutes Section 40.63 will be covered under the retiree health

insurance fund program provided for in Section 5.06 and have all or part of their health insurance premiums paid from the retiree health insurance fund pursuant to the terms and conditions therein. Any portion of the premium not covered by the trust shall be calculated with the retiree paying the same percentage of the monthly premium as is required of active employees with the balance to be paid by the City.

This benefit shall cover eligible spouse and dependents at the time of retirement. The retiree will remain eligible for this benefit until:

- a) the retiree becomes eligible for Medicare, or
- b) the retiree is eligible for fully paid insurance through another employer or through his/her spouse's employer.

**Section 5.05 - 125 Plan:** Employees may participate in the City's IRS Section 125 Program to cover any dental, health, or other costs that are recognized under the City's Plan.

**Section 5.06 - Retiree Health Insurance Fund:** Current employees with fifteen (15) or more years of continuous service with the City who retire under the Wisconsin Retirement System shall be allowed to participate in the same health care plan for active employees working for the City and have all or part of their health insurance premiums paid from the New Berlin Police retiree health Care Subsidy Plan and Trust (herein after referred to as the Trust) in accordance with the Trust document entered into between the City and the Association.

- 1) On January 2<sup>nd</sup>, 2017, the City shall pay to the Trust \$78,855 as a general contribution. On January 2<sup>nd</sup> of each year after 2017, the City shall pay to the Trust the same amount as the previous year, plus an additional one and one half percent (1.5%).
- 2) Retirees who receive a health care premium subsidy from the Trust, who still owe a balance on their monthly premium will pay that balance from their accumulated sick time conversion money, in accordance with Article VI of this Agreement, until that money is exhausted, at which time any unpaid portion of their health insurance premium will be paid directly to the City by the retiree by the 20<sup>th</sup> of the month preceding the month in which coverage is desired.
- 3) Retirees who have any money left in their sick leave conversion at the time they become eligible for Medicare shall be allowed to use the sick leave conversion money towards Medicare supplement insurance.

**Section 5.07- Health Insurance/Dependents:** An officer who dies in the line of duty and at the time of death is participating in the health insurance plan offered by the City shall have the same insurance program offered to the spouse of the deceased employee. The spouse and eligible dependents shall be allowed to remain in the health insurance plan for a minimum of sixty (60) months provided that the premiums are paid to the City in a timely manner. This provision shall also apply to the spouse and eligible dependents who lose coverage due to a retiree becoming eligible for Medicare and losing coverage in accordance with Sections 5.03 and 5.04.

**Section 5.08- Health Insurance Opt-out Program:** Employees that are eligible and enrolled in a group health plan through another employer may voluntarily opt-out of the City's health insurance program. The opt-out program shall be offered on an annual basis. Employees shall be allowed to re-enroll in the City's insurance program at open-enrollment time, unless for a qualifying reason, it is necessary to re-enter the program earlier (ie. spouse loses coverage, divorce, etc.). Employees who voluntarily waive the coverage will receive four hundred dollars (\$400.00) per month in a Dependent Care Reimbursement Account OR the choice of \$5,000.00 per year (in equal monthly installments) placed in a Health Savings Account if enrolled in a Family High Deductible Health Plan (HDHP), or \$3,300.00 per year (in equal monthly installments) placed in a Health Savings Account if enrolled in a Single High Deductible Health Plan (HDHP). Should the City provide an opt-out payment to non-represented employees, in either category, which is greater, Officers shall receive the higher opt-out benefit payment. For 2017 only, employees who voluntarily waive coverage under the City's health insurance program may elect to receive \$300 per month paid out subject to all applicable taxes and benefits. The cash-in-lieu of coverage will expire on December 31, 2017.

## ARTICLE VI - SICK LEAVE

**Section 6.01:** Officers shall be granted an allowance of one (1) day of sick leave for each full calendar month of service. Unused sick leave may be accumulated to a maximum period of one hundred thirty-two (132) days for use by the Officer during illness, injury or disability. For the purposes of Section 6.04 only, sick leave may be accumulated to a maximum of two hundred and sixty-four (264) days.

**Section 6.02:** Sick leave shall not be paid for absence from work in excess of three (3) consecutive work days, or pre-scheduled sick leave, unless verified in writing by a licensed

1 physician. An employee claiming pay under this article may be required to provide a doctor's  
2 certificate verifying illness and restriction from duty upon request by the Chief, provided the  
3 employee has received documented counseling on sick leave usage, within the prior twelve (12)  
4 month period.

5 **Section 6.03:** This leave policy is designed to meet the minimum requirements of Section  
6 103.10 of the Wisconsin Statutes. The leave provided for in this Article is intended to run  
7 concurrent with and not in addition to the leave provided for under Wisconsin and Federal law.

8 **Section 6.04:** Upon voluntary retirement under the terms of the Wisconsin Retirement  
9 System, the City will place an amount equal to fifty percent (50%) of all hours accumulated up to  
10 the maximum allowed amount of the employee's unused accumulated sick leave at the employee's  
11 date of retirement, times the employee's rate of pay at the employee's date of retirement, in an  
12 account to be used to pay health insurance premiums on behalf of the employee after retirement.

## 13 14 **ARTICLE VII - VACATIONS**

15 **Section 7.01 - Allowance:** Vacation allowances shall be granted to Officers after the first  
16 anniversary of their employment pursuant to the following schedule:

| <u>Period of Service</u> | <u>Vacation</u>       |
|--------------------------|-----------------------|
| Over one (1) year        | Ten (10) days         |
| Over five (5) years      | Eleven (11) days      |
| Over seven (7) years     | Fifteen (15) days     |
| Over ten (10) years      | Sixteen (16) days     |
| Over fourteen (14) years | Twenty (20) days      |
| Over fifteen (15) years  | Twenty (21) days      |
| Over nineteen (19) years | Twenty-Five (25) days |
| Over twenty (20) years   | Twenty-Six (26) days  |

26 At least one (1) three-day increment of three (3) consecutive workdays must be taken for each  
27 week of vacation selected and approved on or before February 1<sup>st</sup>. The remainder of the vacation  
28 allowance may be taken at random, providing the force available meets the existing shift  
29 requirements as posted by the Chief. Five (5) working days shall constitute one vacation week as  
30 referred to above.

1       **Section 7.02 - Selection of Vacations:** Vacations may be selected throughout the year  
2 beginning on November 30<sup>th</sup> of the year prior to the year of selection. Selection shall be by rank  
3 in the order of the length of service on or before February 1<sup>st</sup> providing, that minimum shift  
4 staffing, as established by the Chief, is maintained, and not more than two (2) weeks may be  
5 selected by any one Officer in the period from June 1 to August 31. Selections made after February  
6 1<sup>st</sup> shall be on the basis of available choice at the time of selection, providing that shift staffing  
7 established by the Chief is maintained and provided further that no vacation shall be allowed which  
8 would result in a shift being below minimum force as established by the Chief.

9       In addition, Officers shall select and enjoy their vacations during the calendar year so that  
10 at least the designated percentage of the total vacation allowance has been scheduled by the dates  
11 hereafter stated:

| <u>Dates</u> | <u>Percentage of<br/>Vacation Scheduled</u> |
|--------------|---|
| September 1  | 75%   |
| October 15   | 100%  |

16       In those instances where an Officer has not selected his/her full vacation by October 15<sup>th</sup>,  
17 he/she shall be provided with written notice to such effect. If the Officer does not make his/her  
18 selection within five (5) working days of the receipt of such notice, the Chief shall thereupon  
19 designate the remaining vacation days for such Officer.

20       **Section 7.03 - Cancellation of Vacations:** Vacations may be canceled by the Chief in  
21 his/her sole discretion in the event of emergency arising from disaster or catastrophe, serious  
22 unforeseen shortage of manpower, or upon occurrence of a wave of crime, violence, or riot.  
23 Officers required to work during a scheduled vacation may elect payment at the premium rate of  
24 time and one-half (1-1/2) or enjoyment of lost vacation days at a later time.

## 26                   **ARTICLE VIII - HOLIDAY PAY**

27       **Section 8.01:** Officers employed continuously from January 1<sup>st</sup> through December 31<sup>st</sup>,  
28 except for approved leave, including periods of suspension, shall receive an annual lump sum  
29 payment, in addition to the regular salary, on the last Monday of November for the ten (10)  
30 holidays specified hereafter. Officers that are hired mid-year and Officers that retire mid-year will  
31 receive holiday pay only for the holidays which they were employed. The calculation for each



1 holiday shall be the annual salary prevailing on the last Monday of each November divided by  
2 221.24. The ten (10) holidays are:

|                    |                            |
|--------------------|----------------------------|
| 3 New Year's Day   | Veterans Day               |
| 4 Good Friday      | Thanksgiving Day           |
| 5 Memorial Day     | Day after Thanksgiving Day |
| 6 Independence Day | Christmas Eve Day          |
| 7 Labor Day        | Christmas Day              |

## 8 9 **ARTICLE IX - UNIFORM ALLOWANCE**

10 **Section 9.01:** Upon and after joining the Police Department, each Officer shall be provided  
11 with the full prescribed equipment and all official clothing except for socks and underwear. Upon  
12 display and surrender of worn or unserviceable equipment or official clothing, the City shall  
13 provide replacements. In addition, all official clothing, and plain clothes Officer clothing worn on  
14 duty that is clearly labeled dry cleaning only, shall be dry cleaned by the City at its expense.

15 Upon termination of employment, all equipment and clothing provided by the City shall  
16 be surrendered to the City.

## 17 18 **ARTICLE X - BEREAVEMENT ALLOWANCE**

19 **Section 10.01-Immediate Family:** An employee shall be entitled to five (5) consecutive  
20 days of bereavement leave with pay in the event that a death occurs in his/her immediate family.  
21 The term "immediate family" is defined to include spouse, domestic partner as defined by Chapter  
22 40 of the Wisconsin Statutes, parent, child, step-child, brother, sister, mother-in-law and father-in-  
23 law.

24 **Section 10.02 – Other Relative:** An employee shall be entitled to bereavement leave with  
25 pay upon the death of other relatives. The term "other relative" is defined to include grandparent  
26 (3 consecutive days), grandchild (3 consecutive days), step-brother and step-sister (3 consecutive  
27 days), aunt and uncle (1 day), brother-in-law and sister-in-law (1 day), and pallbearer (1 day).

28 **Section 10.03 – Not Chargeable to Other Leave:** Leave granted under this Article shall  
29 not be charged to the sick leave or vacation allowance.

1                                   **ARTICLE XI - MILITARY SERVICE**

2           **Section 11.01:** Any Officer required to participate in training to retain his/her status in the  
3 Reserve Forces of the Army, Navy, Marine Corp, Coast Guard, or National Guard may be granted  
4 a leave of absence, with full pay, for not more than two (2) weeks a year, to so participate upon  
5 the condition that such Officer shall assign to the City all salary or cash allowances received for  
6 such service by such Armed Forces. If the military pay exceeds the salary paid by the City, the  
7 excess shall be paid to the employee.

8           **Section 11.02:** Any Officer inducted or enlisting in the Armed Forces at a time when  
9 conscription is in force shall be granted a leave of absence during the term of his/her service, as  
10 prescribed in the applicable State and Federal laws.

11  
12                                   **ARTICLE XII - SERVICE INCURRED DISABILITY**

13           **Section 12.01:** The City of New Berlin will provide claim forms (WC-12) and assistance  
14 in filing a claim with the City's worker's compensation carrier.

15           **Section 12.02:** Any Officer absent from work because of disability, injury or illness arising  
16 in the course of employment shall receive the difference between the WC benefit and eighty-five  
17 percent (85%) of his regular full gross salary for a maximum of twelve (12) months. (If the tax  
18 laws are revised so that WC benefits are treated as taxable income, this paragraph will be revised  
19 to delete the phrase "eighty-five percent {85%} of").

20           **Section 12.03:** Pending the written decision of compensability by the WC carrier, the  
21 employee shall not suffer any loss in salary. If the WC carrier determines that the claim is  
22 compensable, the City will make the proper adjustments to the employee's salary in accordance  
23 with Section 12.02. If the WC carrier determines that the claim is non-compensable, the  
24 appropriate adjustment will be made to the employee's pay, or sick leave bank if appropriate, to  
25 compensate for all money erroneously paid to that employee in relation to filing a claim under this  
26 article.

27           **Section 12.04:** If the employee wishes to appeal the WC carrier's determination on  
28 compensability, or on the period of healing, extent of healing, etc., the employee may do so under  
29 the provisions of the Wisconsin Statutes. An employee wishing to exercise his/her right to appeal  
30 may do so by filing an Application for Hearing with the Department of Workforce Development  
31 (DWD).

1        **Section 12.05:** In the event that an employee has filed an appeal to the DWD within thirty  
2 (30) days of being notified in writing of the determination of the WC carrier and during that thirty  
3 (30) day period the employee submits a written request, which includes a signed promissory note,  
4 (Note: The form of the Promissory Note has been initialed by the parties on November 25, 1998)  
5 to the Human Resources Department to have the City continue the employee's salary while the  
6 appeal is pending, the City shall continue the employee's full salary until the date of the decision  
7 of the DWD or the date the employee withdraws his/her request or appeal, if earlier. An employee  
8 who withdraws or loses an appeal to DWD is obligated to repay the City for any salary continuation  
9 payments that were granted under this Section. The City will make adjustments to the employee's  
10 future salary at the rate of reduction not to exceed twenty five percent (25%) of the employee's  
11 gross salary or all regular pay periods, and one hundred percent (100%) of the employee's holiday  
12 paycheck, until such debt is repaid. However, if acceptable to the City, the employee may choose  
13 to repay the City, in whole or in part, by having the City reduce the appropriate number of days  
14 from an employee's sick leave account, vacation account, etc. If the employee terminates  
15 employment with the City without having repaid the full amount of the salary continuation  
16 payments the employee was obligated to repay, the City shall be entitled to apply any termination  
17 payments owed such employee, including salary, muster, vacations, compensatory time off,  
18 holiday pay, etc., toward such repayment. If there still is a balance due, the City shall be entitled  
19 to apply any amount owed the employee under Section 6.04 (unused accumulated sick leave)  
20 toward such repayment with any balance to be paid by the employee within thirty (30) days of said  
21 termination unless the City agrees to some other repayment plan. If an employee fails to repay the  
22 City in the agreed upon amount of time, said employee will lose any and all benefits provided for  
23 in Sections 5.04, 5.05, 5.07 and 5.08. The Association agrees that in the event the City incurs legal  
24 fees in recovering any amount due under such Promissory Note, the Association will be liable for  
25 one-half (1/2) of such attorney fees, up to a maximum amount of two thousand five hundred dollars  
26 (\$2,500.00).

### 27 28                    **ARTICLE XIII - GRIEVANCE PROCEDURE**

29        **Section 13.01:** An arbitrable grievance is defined as a disagreement as to the meaning or  
30 application of the terms and conditions of the Agreement. A non-arbitrable grievance is defined  
31 as a disagreement as to the provisions of and application of the Department rules and regulations,

1 general orders, special orders, or other administrative memoranda.

2 **Section 13.02:** Any member of the Department within the bargaining unit may make a  
3 grievance in the following manner:

4 First, by reducing to writing his/her grievance giving a brief statement of the facts,  
5 disclosing the action which he/she believes to be improper, referring to the language of the  
6 Agreement upon which he/she relies for an arbitrable grievance or department rules and  
7 regulations, general orders, special orders, or other administrative memoranda for a non-arbitrable  
8 grievance, and indicating the action which he considers proper. Copies of this statement shall be  
9 provided to:

- 10 (a) the Officer in charge of his/her shift at the time the alleged improper action
- 11 occurred;
- 12 (b) the Police Chief's office;
- 13 (c) the Association;
- 14 (d) the Director of Human Resources.

15 providing, however, that no grievance can be based upon an alleged improper action which  
16 occurred prior to thirty (30) calendar days before the submission of the grievance.

17 Second, by considering the grievance at a meeting with such Officer in charge of his/her  
18 shift. Such meeting shall be had promptly and in any case within seven (7) calendar days. Third,  
19 if the meeting at Second does not satisfactorily dispose of the grievance, by referral to the Chief  
20 of Police, such referral to be in writing and to occur within ten (10) calendar days of the meeting  
21 referred to in Second. Within fourteen (14) calendar days or receipt of such referral, the Chief of  
22 Police shall meet with the aggrieved Officer and a representative of the Association to consider  
23 the grievance.

24 Fourth, if the meeting with the Chief does not satisfactorily dispose of the grievance, by  
25 referral to the Director of Human Resources within fourteen (14) calendar days of the meeting  
26 with the Chief referred to in Third. Promptly thereafter and in any case within twenty (20) calendar  
27 days, the Director of Human Resources shall meet with the aggrieved Officer and a designee of  
28 the Association to consider the grievance. The Director of Human Resources shall provide a  
29 written response within fourteen (14) calendar days of the meeting referenced above.

30 Fifth, if the meeting with the Director of Human Resources does not satisfactorily dispose  
31 of the grievance, and if the grievance is one defined as arbitrable, by submission to arbitration by

1 an arbitrator appointed by the Wisconsin Employment Relations Commission, providing however,  
2 that the Association makes such submission of the grievance and request for an arbitrator in writing  
3 to the Wisconsin Employment Relations Commission within thirty (30) calendar days of the  
4 written response referred to in Fourth. A copy of such submission and request shall be sent to the  
5 Director of Human Resources and Police Chief.

6 **Section 13.03:** The decision of the arbitrator shall be final and binding. The City and the  
7 Association shall share the cost of the arbitrator and a transcript if requested by both parties. Any  
8 other expenses, unless mutually agreed to, shall be borne by the party which incurs the expense.  
9 The arbitrator shall, in his/her decision, neither add to, detract from nor modify any of the  
10 provisions of this Agreement.

11 **Section 13.04:** Steps Second, Third and Fourth of the grievance procedure shall be  
12 handled, so far as practicable, at a time when the grievant and the Association representative are  
13 off duty. However, if any step of the grievance procedure is set for consideration at a time when  
14 the grievant or the Association representative is on duty, the grievant or the Association  
15 representative shall be allowed to attend the meeting without loss of pay, providing, however, that  
16 the grievant or Association representative shall be subject to immediate recall to duty if the Chief  
17 or commanding officer deems an emergency exists. If such recall to duty occurs, the meeting shall  
18 be adjourned to a later date.

19 **Section 13.05:** At any step in the grievance procedure, the grievant may elect to be joined  
20 by an Association representative. Contrariwise, at any step in the grievance procedure, the  
21 designated Association representative may elect not to participate without detriment to the  
22 Association position at subsequent steps.

23 **Section 13.06:** Notwithstanding the above provisions, no action involving the discharge,  
24 suspension or disciplining of a Police Officer may be the subject of this grievance procedure, each  
25 such subject being solely pursuant to Section 62.13(5) of the Wisconsin Statutes.

#### 26 27 **ARTICLE XIV - ASSOCIATION BUSINESS**

28 **Section 14.01 - Fair Share:** Membership in the Association is not compulsory. An  
29 employee may join the Association and maintain membership therein consistent with its  
30 Constitution and By-laws. No employee will be denied membership because of race, color, creed  
31 or sex. This Article is subject to the duty of the Wisconsin Employment Relations Commission to



1 suspend the application of this Article wherever the Commission finds that the Association has  
2 denied an employee membership because of race, color, creed or sex.

3 The Association will represent all of the employees in the bargaining unit, members and  
4 non-members, fairly and equally and, therefore, all employees shall pay their proportionate share  
5 of the costs of the collective bargaining process and contract administration by paying an amount  
6 to the Association equivalent to the uniform dues required of members of the Association.

7 The Employer agrees that on two paychecks of every month it will deduct from the earnings  
8 of all employees in the collective bargaining unit covered by this Agreement the amount of money  
9 certified by the Association as being the monthly dues uniformly required of all employees.  
10 Changes in the amount of dues to be deducted shall be certified by the Association thirty (30) days  
11 before the effective date of the change. Deductions shall be made each month, and the total of  
12 such deductions shall be paid to the Association.

13 The Employer shall not be liable to the Association, employees or any party by reason of  
14 the requirements of this Section for the remittance or payment of any sum other than that  
15 constituting actual deductions from employees' wages earned.

16 The collective bargaining representative shall indemnify and save the City harmless against  
17 any and all claims, demands, suits, orders, judgments or other forms of liability against the City  
18 that arise out of the City's compliance with this Fair Share Agreement.

19 The Association agrees to certify to the City only such Fair Share costs as are allowed by  
20 law and further agrees to abide by the decisions of the Wisconsin Employment Relations  
21 Commission and/or courts of competent jurisdiction in this regard. The Association agrees to  
22 inform the City of any change in the amount of such Fair Share costs thirty (30) days before the  
23 effective date of the change. The Association shall provide employees who are not members of  
24 the Association with an internal mechanism within the Association which will allow those  
25 employees to challenge the Fair Share amount certified by the Association as the cost of  
26 representation and receive, where appropriate, a rebate of any monies determined to have been  
27 improperly collected by the Association.

28 **Section 14.02 - Dues Deduction:** In the event that the Fair Share Agreement, as set forth  
29 above, does not become effective, or becomes invalid, the Employer agrees to deduct once each  
30 month, dues from those employees who individually authorize in writing that such deductions be  
31 made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the

1 Association, and the aggregate deductions from all employees shall be forwarded to the  
2 Association. Any changes in the amount to be deducted shall be certified to the Employer by the  
3 Treasurer of the Union at least thirty (30) days prior to the effective date of such change.

4 **Section 14.03 - Leaves for Association Business:** An Officer may utilize accumulated  
5 compensatory overtime, or vacation allowance, for Association business, providing in respect to  
6 the use of compensatory overtime or vacation allowance that the Chief shall have previously  
7 determined that such absence will not reduce the available force below that required for scheduled  
8 work assignments nor below that necessary to cope with the existing situation.

9 For the purpose of Association business only, notwithstanding Section 7.01 of Article VII,  
10 vacation allowance may be used in combinations of less than three (3) consecutive workdays.

11 Association business may include and be limited to business meetings, conferences and  
12 conventions. An Officer desiring to use accumulated compensatory overtime or vacation  
13 allowance for Association business shall make prior application for such use to the Chief.

14 **Section 14.04 - Bargaining and Grievance Meetings:** Officers serving as members of  
15 the bargaining or grievance committees of the Association may have leave from duty without  
16 deduction from pay, after advance notice to the Chief, and if the Chief determines that such absence  
17 from duty will not endanger police protection, to participate in meetings with the City and within  
18 the corporate limits of the City.

19 Officers on duty participating in such meetings shall be in readiness for recall and return  
20 to active duty upon order.

## 21 22 **ARTICLE XV – HOURS OF WORK**

23 **Section 15.01 - Hours of Work:** The working schedule for Officers shall be based upon  
24 a cycle of four (4) days on - two (2) days off, repeated throughout the year irrespective of the day  
25 of the week and whether a Saturday, Sunday or holiday for an average of 38.60 hours a week. The  
26 normal workday shall consist of eight (8) hours and fifteen (15) consecutive minutes, without  
27 deduction, of thirty (30) minutes for lunch. Lunches may not be consumed in squad cars, but shall  
28 be consumed in the Station, at the residence of the Officer, or in that part of public establishments  
29 where alcoholic beverages are not served within the City at a time compatible with police  
30 requirements, providing, however, that the Officers on the third shift may go outside corporate  
31 limits for lunch with the prior approval of the Officer in charge. Officers assigned to the Station

1 for complaint desk duties will not be permitted to eat lunch at their residence, provided that said  
2 Officers receive at least twenty-four (24) hours notice that they will be assigned to the Station.

3 Officers, regardless of rank, assigned to the Investigation or the Administrative Division,  
4 or any position classified as "specialist" shall work a schedule based upon a cycle of five (5) days  
5 on – two (2) days off. This schedule shall be repeated throughout the year irrespective of the day  
6 of the week and whether a Saturday, Sunday or holiday for an average of 41.25 hours a week.  
7 Each Officer involved in the five (5) days on – two (2) days off group works an additional 2.65  
8 hours per week and will receive 2.65 hours of compensatory time per week which shall be included  
9 in the accumulation referred to in Section 3.02. This time shall be used to take off the following  
10 holidays as specified in Section 8.01 if scheduled to work those holidays: New Year's Day, Labor  
11 Day, Thanksgiving Day, Christmas Eve Day and Christmas Day. The remaining 5 (five) holidays  
12 may be taken off at the sole discretion of the officer.

13 For the purpose of compensating the K-9 officer for time spent caring for the canine off  
14 duty the working schedule for K-9 Officers shall be based upon a cycle of four (4) days on, two  
15 (2) days off, three (3) days on, three (3) days off repeated throughout the year irrespective of the  
16 day of the week, and whether a Saturday, Sunday or holiday for an average of 33.8 hours per week.  
17 In addition, the K-9 Officer shall receive 8.25 hours of compensatory time on January 1<sup>st</sup> of each  
18 year

19 Shifts for the patrol division shall start at 6:45 a.m., 2:45 p.m., and 10:45 p.m. For other  
20 divisions the starting time shall be fixed by the Chief as circumstances require.

## 21 22 **ARTICLE XVI - OTHER CONDITIONS OF EMPLOYMENT**

23 **Section 16.01 - Residence:** Officers shall not be subject to any residency requirements.

24 **Section 16.02 - Application of Length of Service:** In determining eligibility for length of  
25 vacations, holiday pay and sick leave, the service of Officers who were employed as a police cadet  
26 prior to becoming an Officer shall be the aggregate of service as an Officer and cadet.

27 **Section 16.03 - Discipline:** Discipline shall be in accordance with Wisconsin Statutes.

28 **Section 16.04 - Probation:** An Officer shall be on probation for eighteen (18) months  
29 following the date of hire. If the Department sponsors the Officer for the Police Recruit Academy,  
30 the Officer shall be on probation for the time spent in the Academy and an additional eighteen (18)  
31 months thereafter. During this probationary period, officers may be terminated by the Chief

1 without recourse.

2 An Officer promoted to a higher rank shall be on probation in such higher rank for one (1)  
3 year. If during such probationary period the Chief determines that such Officer does not qualify,  
4 the Officer shall have the right to return to his/her former rank without prejudice.

5 **Section 16.05 - Outside Employment:** Officers shall, upon the approval of the Chief, be  
6 permitted outside employment which does not impair the police image, and is so scheduled as to  
7 allow the Officer to report for duty in a rested condition.

8 **Section 16.06 - Shift Assignments:** The Chief shall determine the number and identity of  
9 Officers assigned to each division and shift and the number and identity of Sergeants to each  
10 division and shift. Non-Probationary Officers shall be assigned to fixed shifts. The Chief of  
11 Police or his designee shall make available to Non-Probationary Officers and Sergeants, the fixed  
12 shift selection process between September 15<sup>th</sup> and October 15<sup>th</sup> for the coming year and post the  
13 fixed shift assignments no later than November 1<sup>st</sup>. There shall be a separate shift minimum for  
14 Patrol Officers and Sergeants. The term of the fixed shift assignment shall be one (1) year in  
15 length commencing within one (1) month of February 1st of each year. Probationary officers shall  
16 be assigned on a rotating basis any of the three shifts as determined by the Chief of Police.

17 The selection of fixed shift assignments shall be on the basis of rank and length of service  
18 in such rank. When length of service in rank is identical, the preference shall go to the Officer  
19 with the longest continuous length of service in the Department. When the length of service is  
20 also identical, preference shall go to the Officer whose position on the eligibility list was higher at  
21 the time of employment.

22 The Chief shall determine shift(s) to which the K9 Officers will be assigned. The selection  
23 process for K9 shift assignments shall be identical to the process for selection of fixed shift  
24 assignments and correspond to the patrol shifts listed in Section 15.01.

25 When a fixed shift assignment becomes available by reason of termination of the  
26 employment of the incumbent, or by reason of resignation, reassignment, retirement, death or  
27 otherwise, a posting of the vacancy shall be made and Officers shall be given an opportunity to fill  
28 the vacancy and all vacancies which follow the initial selection.

29 When the Chief elects to alter the number of Officers or Sergeants assigned to a division  
30 or assigned to a shift, at least thirty (30) days notice, unless mutually agreed to otherwise in writing  
31 with the Association Board of Directors, shall be given and Officers/Sergeants assigned to the



1 particular division or divisions shall have the right to select a fixed shift, pursuant to the procedure  
2 provided herein.

3 The assignment schedule as to working days on a shift shall be posted for at least thirty  
4 (30) days in advance unless mutually agreed to otherwise in writing with the Association Board of  
5 Directors.

6 The Chief of Police can, at his/her discretion, reassign any Officer to another shift and/or  
7 division for cross training for a period not to exceed four (4) calendar months out of a four (4) year  
8 period. The four (4) year period will be determined on an individual basis and will begin the first  
9 time an Officer is assigned this training. Officers will be given at least sixty (60) days notice prior  
10 to being assigned to cross training.

11 **Section 16.07 - Rules and Regulations:** A copy of the Rules and Regulations adopted by  
12 the Fire and Police Commission or issued by the Chief of Police shall be provided to the  
13 Association and shall also be available for examination by any officer in the Police Department.  
14 Revisions or amendments of such rules and regulations or the adoption of new rules and  
15 regulations shall be kept current by notice to the Association and officers of the revision,  
16 amendment or adoption.

17 Except in cases of emergency, general orders, special orders and memoranda shall bear the  
18 signature of the Chief or Acting Chief and be posted prior to the effective date to provide an  
19 opportunity for consideration and suggestion prior to the effective date. In those instances when  
20 circumstances do not permit prior notice, Officers and the Association may, nevertheless, within  
21 twenty (20) days of the effective date, advise the Chief of their criticisms and suggestions.

22 **Section 16.08 - Definition of "Service":** Service, as used herein, includes work on  
23 schedule or on overtime and absence attributable to injury in the course of employment, illness or  
24 injury for which such leave is paid, vacation, bereavement leave, military leave, leave for  
25 Association business and bargaining meetings.

26 **Section 16.09 - Lateral Hire:** Any sworn officer hired to rank of police officer under the  
27 lateral hire protocol may receive a starting annual salary and a vacation allowance commensurate  
28 with their years of experience as a sworn law enforcement officer. Sworn officers hired as a police  
29 officer under this section will begin to earn seniority rights and privileges on the date of hire with  
30 the New Berlin Police Department. All other provisions of this agreement apply as written. Any  
31 promotion criteria, as established by the Chief of Police, relating to eligibility for promotion, will



only consider the time in rank as a member of the New Berlin Police Department.

## **ARTICLE XVII - FALSE ARREST**

**Section 17.01:** When an Officer is named as a defendant in an action arising from the performance of police duties in the City of New Berlin or outside the City when serving a warrant or conducting an investigation for the City, the City will provide a defense to the Officer in such action, providing that the City is not required to appeal any judgment rendered against such Officer unless the City believes that the Officer has a meritorious defense and the trial court has committed error in the trial thereof.

## **ARTICLE XVIII - SHIFT TRADES**

**Section 18.01:** Officers may be allowed to make shift trades with the prior approval of the Chief of Police or his/her designee. Shift trades must be made sufficiently in advance so as not to impair the operations of the department. Shift trades will only be allowed within classifications. Shift trades shall be allowed under the following conditions:

A. Request for substitution between employees must be submitted to the shift supervisor. It will be the responsibility of the employee who utilize the shift trade system to repay the shift trade within twelve (12) months. The City shall keep a record of all shift trades.

B. For payroll purposes, the employee scheduled to work shall be paid for the shift. The employee who agrees to substitute for the scheduled employee's shift shall not be paid for hours worked on that shift, unless overtime is incurred, then the overtime portion of the shift will be paid to the employee who actually worked the overtime. Shift trades may be repaid in one of two ways. Shift trades may be repaid by:

1. The employee with whom the original trade was made.
2. A third employee who owes the original substituting Officer eight (8) hours of work, thus resulting in Employee A working eight (8) hours for Employee B. Employee B working eight (8) hours for Employee C, and Employee C working eight (8) hours for Employee A.

C. In the case of separation from employment of one of the employees involved in a trade, it will be the responsibility of the employee who is leaving the employment of the

1 City to repay any shift trades that are owed and due any employees.

2  
3 **ARTICLE XXIX - SAVINGS CLAUSE**

4 **Section 19.01:** Should any term or provision of this Agreement be in conflict with any  
5 State or Federal statute or other applicable law or regulation binding upon the City, such law or  
6 regulation shall prevail. In such event, however, the remaining terms and provisions of this  
7 Agreement will continue in full force and effect.

8  
9 **ARTICLE XX - TERM**

10 **Section 20.01:** This Agreement shall be in full force and effect from January 1, 2017 to  
11 December 31, 2018. Upon termination of this agreement, its terms and conditions shall continue  
12 on in full force and effect on an interim basis until a succeeding Agreement is executed, provided  
13 that it does not exceed three (3) calendar years from the commencement of the agreement. Either  
14 party wishing to reopen the agreement shall, in the last year of the agreement on or about  
15 September 1<sup>st</sup> notify the other party in writing of its desire to commence negotiations. The parties  
16 shall then select a mutually agreeable date to exchange proposals and commence negotiations.

Dated this \_\_\_\_\_ day of December, 2016.

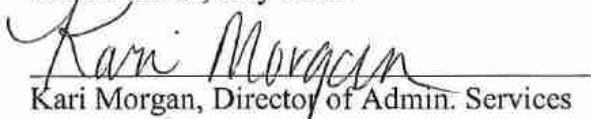
CITY OF NEW BERLIN



Mayor Dave Ament

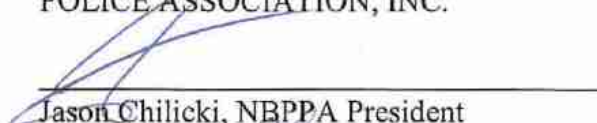


Daniel Green, City Clerk



Kari Morgan, Director of Admin. Services

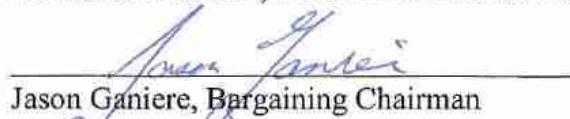
NEW BERLIN PROFESSIONAL  
POLICE ASSOCIATION, INC.



Jason Chilicki, NBPPA President



Forrest Clevens, NBPPA Vice-President



Jason Ganiere, Bargaining Chairman