



LABOR AGREEMENT
BETWEEN

THE CITY OF
WISCONSIN RAPIDS
AND
THE WISCONSIN RAPIDS
PROFESSIONAL POLICE
ASSOCIATION
(WRPPA)

1/1/19 – 12/31/21

INDEX

| Article | Page |
|------------------------------------------------------|-------------|
| Amendment Provision | 26 |
| Association Activity | 20 |
| Call Time | 8 |
| Changes in the Terms of this Agreement | 27 |
| Clothing Allowance | 18 |
| Compensation for Training | 19 |
| Defense of Officers by the City Attorney | 26 |
| Dispatch Training and Tuition Reimbursement | 29 |
| Dues Deduction | 24 |
| Funeral Leave | 15 |
| Grievance Procedure | 21 |
| Hours | 5 |
| Insurance | 17 |
| Jury Duty | 16 |
| Leave of Absence Without Pay | 16 |
| Night Shift Differential | 18 |
| No Other Agreement | 26 |
| Non-Discrimination | 28 |
| Overtime | 6 |
| Paid Holidays | 12 |
| Pay Plan (WRPPA) | 30 |
| Personal Time | 16 |
| Physical Assessment and Fitness | 28 |
| Promotion, Suspension, Dismissal & Reduction in Rank | 24 |
| Purpose of Agreement | 2 |
| Recognition | 2 |
| Reservation of Rights | 2 |
| Rules and Regulations | 21 |
| Salaries | 9 |
| Savings Clause | 26 |
| Scheduling | 27 |
| Senior Patrol Officer | 29 |
| Seniority | 4 |
| Sick Leave | 13 |
| Temporary Appointment Pay | 23 |
| Term of Agreement | 33 |
| Vacation Schedules | 11 |
| Vacations | 10 |
| Worker's Compensation | 9 |

ARTICLE 1
PURPOSE OF AGREEMENT

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

The City agrees to ensure a policy of equal employment opportunity in all of its policies affecting recruiting, hiring, transfers, promotions, compensation, in-service education, layoff and recall practices, and all other benefits. These shall be administered without regard to race, creed, color, national origin, ancestry, disability, sex or age, except where sex or age is a bona fide occupational qualification.

ARTICLE 2
RECOGNITION

This Agreement is made and entered into by and between the City of Wisconsin Rapids, a municipal corporation, as municipal employer hereinafter referred to as the City, and the Wisconsin Rapids Professional Police Association, hereinafter referred to as the Association.

The City recognizes the Wisconsin Rapids Professional Police Association as the sole and exclusive collective bargaining representative for all regular full-time and regular part-time law enforcement employees with the power of arrest employed by the City of Wisconsin Rapids, excluding supervisory, managerial and confidential employees.

The Association reserves the privilege to discuss and to make constructive recommendation to the City, and its agents, concerning consolidation, reorganization, or operations, and rules and regulations affecting wages, hours and conditions of employment within the Wisconsin Rapids Police Department.

ARTICLE 3
RESERVATION OF 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 the labor agreement. These rights 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 Department and the Wisconsin Rapids Police and Fire Commission. No officer shall be disciplined or discharged without just cause and without the right to proceed under Article 24 (Grievance Procedure) of this Agreement.
- C. To lay off officers from their duties because of lack of work or for other legitimate reasons (subject to 62.13(5)).
- D. To maintain efficiency of City government operations entrusted to it.
- E. To introduce new or improved methods or facilities.
- F. To change existing methods or facilities.
- G. To determine the methods, means, equipment and personnel by which such operations are to be conducted.
- H. To take whatever action which must be necessary to carry out the functions of the City in situations of emergency.
- I. To take whatever action is necessary to comply with State or Federal law.
- J. To establish reasonable work rules, policies, regulations, and job duties consistent with the labor agreement.
- K. To establish schedules of work consistent with the labor agreement.
- L. To determine the number, structure and location of departments and divisions within the Police Department; the kinds and amounts of service to be performed by the Police Department; and the number and kind of positions and job classifications needed to perform such services.

- M. Any policy or procedure which affects wages, hours, and conditions of employment will be negotiated.
- N. No right reserved by this Article shall be exercised in a manner inconsistent with any other provision of this contract.

ARTICLE 4 SENIORITY

Seniority shall be defined as an employee's length of continuous service with the City since the employee's last date of hire into a position covered by this Agreement. Seniority will continue to accumulate during all types of authorized and/or paid leave, except for a personal leave of absence or suspension without pay which exceeds 30 calendar days. In this case the employee's seniority date will be adjusted by the length of time in excess of 30 calendar days.

New employees shall be considered probationary employees for their first twelve (12) months of continuous employment. A probationary employee shall have no seniority and may be terminated at any time during the probationary period without recourse under the grievance procedure. Upon completion of the probationary period, the employee's seniority will be established as the employee's most recent date of hire.

Seniority shall be the basis for shift selection and vacation selection. When a member of the bargaining unit receives a transfer or promotion to a position within the department, but outside the bargaining unit, the employee will retain seniority for a maximum period of twelve (12) months. Employees who elect to return to the bargaining unit within 30 days will accumulate, as well as retain, seniority.

Employees who return to the bargaining unit within 30 days will be placed on their former job. Employees who return to the bargaining unit after 30 days will be placed in a patrol position, if available, at the time of their return.

Seniority will be lost, and the employment relationship shall be broken, if the employee:

- A. Voluntarily quits or retires;
- B. Is discharged for just cause;

- C. Fails to return to work upon termination of a leave of absence or other authorized leave, recall from layoff, or is absent from work for three consecutive days without proper notification.

For the purpose of shift selection between Sergeants, seniority shall be established as of the employee's date of promotion. The Sergeant's most recent date of hire will be used for all other purposes.

ARTICLE 5 HOURS

A normal workday for patrol officers shall consist of a twelve (12)-hour shift. The normal workday for Detectives shall consist of a ten (10) hour shift, and the normal workday for School Resource Officers and Safety Officers shall consist of an eight (8)-hour shift. Patrol Officers shall be entitled to two rest breaks of 15 minutes and a meal period of 30 minutes during each twelve (12)-hour tour of duty. Detectives shall be entitled to one rest break of 15 minutes and a meal period of 30 minutes during each ten (10)-hour tour of duty. School Resource Officers and Safety Officers shall be entitled to one rest break of 15 minutes and a meal period of 30 minutes during each eight (8)-hour tour of duty.

Officers shall be scheduled to work fixed shifts, which shall be determined by seniority on an annual basis. Annual shift selection will be to the day shift or night shift and not to the opposite crew. All officers shall notify the Lieutenant in charge of scheduling of their shift preference by November 1 of each year. The City will then post shift assignments for the upcoming year by November 15 of the current year. Newly hired officers will be placed in the fixed shift schedule upon completion of their orientation and field training. Until they complete field training, their duty days will be scheduled to be the same as their field training officer.

Within the day shift, the hours shall be 5:30 a.m. – 5:30 p.m. and 6:30 a.m. – 6:30 p.m. Within the night shift, the hours shall be 5:30 p.m. – 5:30 a.m. and 6:30 p.m. – 6:30 a.m. Hold overs/over orders shall be up to 6 hours only. If an officer is held over for the full 6 hours, the officer would not have to return to his next shift for 8 hours, with the first 2 hours covered by the City and the officer not having to pay back time.

Officers will be allowed to change shifts and/or days off with one another, subject to the approval of the Shift Commander and/or the Chief of Police. There will be no set limit to the number of times an officer may trade, but the officer agreeing to the trade will be responsible for being present for his tour of duty. Failure for an officer trading shifts to be present for his tour of duty will be cause for the City to deduct from said officer's pay, the cost to the City for filling his tour of duty. Cost in this case will include two hours' call time plus compensation at the rate of time and one-half the hourly rate. If an officer reports for duty late, the amount of compensation paid to the officer remaining on duty for said officer shall be deducted from their pay.

On a case-by-case basis, officers may exchange off-day slots with each other on a permanent basis, subject to approval of the Chief of Police and at no cost to the City.

ARTICLE 6 OVERTIME

Officers covered under this Agreement will be compensated at the rate of time and one-half, based on their normal rate of pay, for all hours worked in excess of twelve (12) hours (patrol), ten (10) hours (Detectives) and eight (8) hours (School Resource Officers and Safety Officers) of work per day, or in excess of eighty-four (84) hours in a work period for Patrol Officers, 40 hours per week (Detectives, School Resource Officers and Safety Officers), but not both. Overtime compensation may be either by pay or time off, the choice to be determined by the officers, with the approval of the Chief of Police.

Overtime rates shall be computed by dividing the annual salary, as provided in Article 39, Pay Plan (WRPPS), by 2,046 hours.

All overtime must be approved by one of the following: Chief, Deputy Chief, or Shift Commander.

Overtime will prevail as follows:

- A. 0 -10 minutes, no overtime
- B. 11-15 minutes, $\frac{1}{4}$ hour at time and one-half
- C. 16-30 minutes, $\frac{1}{2}$ hour at time and one-half
- D. 31-45 minutes, $\frac{3}{4}$ hour at time and one-half
- E. 46-60 minutes, 1 hour at time and one-half
- F. 61-75 minutes, $1\frac{1}{4}$ hours at time and one-half

When an officer is required to appear in court when off duty, the officer shall be compensated at the overtime rate of pay for all court time, with a minimum of 2.67 hours at the officer's overtime rate of pay. Additionally, if less than seventy-two (72) hours' notice of the court hearing is given to the officer, the officer shall receive two hours of additional pay at the regular rate (Article 7 "Call Time" does not apply). In the event an officer is working for another officer (shift trade), the working officer would qualify for court time.

Court time shall be defined as follows: Any pretrial, preliminary trial, mental hearing or showing of video tape, or any preparation for a judicial function as approved by the Chief of Police or his representative.

If a trial is cancelled anytime during the day of the scheduled trial, the officer shall be entitled to court time.

- A. If a trial is cancelled anytime during the day of the scheduled trial, and the officer is working the day shift, the officer shall not be entitled to court time.
- B. If an officer is working the day shift, and court continues beyond the end of the shift, the officer shall be paid at the overtime rate and shall not be entitled to court time.
- C. Officers who have court cancellations and have not been notified prior to the end of their last normally scheduled shift shall be paid for the court time minimum.
- D. When off-duty officers have more than one court appearance where the time paid overlaps, no stacking of overtime shall be allowed.

Court time will not be allowed for telephone calls placed or received relating to a trial situation or signing of complaints. Court time will be allowed for lunch time, as designated by the court.

An off-duty officer required to work special duty (which shall be defined as meetings, presentations, Citizen's Academy, training, etc.) shall be compensated at the rate of time and one half for the actual hours worked, if scheduled 72 hours in advance. If notice is received in less than 72 hours, it shall be considered call time.

Officers assigned to work 12-hour shifts will have 36 hours of Kelly time (non-FLSA time) added to their Kelly time banks four times each year. This will occur the first day of each calendar quarter (Jan. 1, Apr. 1, July 1, Oct.1). Officers will be allowed to accumulate a maximum of 72 hours of Kelly time and this 36-hour addition will be inclusive with the 72-hour maximum limitation. Officers shall reduce their Kelly time banks to 36 hours or less prior to the end of each quarter. Any officer exceeding the 72-hour limit, following the 36-hour addition, will be paid at straight time for hours above 72, provided they can display that a reasonable effort to take the time off had been made but denied. Any officer exceeding the 72-hour limit, following the 36-hour addition, who cannot display a reasonable effort to take time off will be made to take the excessive time off at the order of the Chief or his designee, at a time decided by the Chief or his designee. Kelly time shall not be lost by the officer.

The 36 hours of Kelly time added to the 12-hour shift Officer's bank are considered hours added in advance at the rate of 12 hours per month. An Officer who is quitting, or is being terminated due to discharge or retirement, shall have these hours prorated at the rate of 12 hours per month. An Officer leaving prior to the 15th of any month shall not receive credit for that month. New Officers starting prior to the 15th of any month shall be credited for that month. No credit shall be given for an Officer starting on or after the 15th of the month. In the event of the death of the Officer, the City shall not seek reimbursement for Kelly time taken prior to the time of death.

ARTICLE 7 CALL TIME

Call time is defined as a request to return to duty at some time other than the regularly scheduled starting time, unless the duty is scheduled prior to departure from the officer's last scheduled shift. Officers ordered over shall be compensated call time. The officer's place of residence is to be notified, unless the officer has reported to the Chief of Police that he will be out of town.

The pay for call time shall be two (2) hours' pay at the regular rate, plus pay for the actual hours worked, with a two hour minimum. Call time shall not apply toward overtime in an eight (8)-hour day (School Resource Officers and Safety Officers), a ten (10)-hour day (Detectives) and twelve (12)-hour day (patrol).

An officer called at home and offered overtime, but who refuses the overtime, will not be entitled to call time.

ARTICLE 8 SALARIES

Salaries shall be paid in accordance with the salary schedule set forth in Article 39, Pay Plan (WRPPA).

In the case of an officer's death, all vacation, to include accrued vacation for the present year; compensatory time; unused holidays; and any severance pay due the employee, in addition to regular salary, shall be paid to the employee's spouse or estate.

Individual salaries for new positions, or substantially changed positions, will be established by special negotiation at any time during the term of this Agreement.

When the Shift Commander of a crew is absent from work, and the crew is not headed by a ranking officer, the Police Chief or his designee may designate a patrol officer to act in the absence of the Shift Commander. Pay for Acting Shift Commanders shall be granted as provided in Article 26 of this Agreement.

Additional compensation will be as follows:

- A. Range Officer – \$20.00 per month
- B. Auxiliary Liaison Officer – \$20.00 per month
- C. Field Training Officer Supervisor – \$20.00 per month
- D. Field Training Officer – 1.5 hours of overtime for each day of training

All employees will be required to participate in direct deposit.

Lateral Entry Hires. At the sole discretion of the City, certain officers with prior full-time law enforcement experience considered for hire may be entitled to increased wages and vacation benefits pursuant to this Article. At the City's sole discretion, the lateral entry officer may be eligible for a higher wage commensurate with the Officer's prior full-time experience, not to exceed the current wage schedule, and the lateral entry officer may be eligible for vacation accrual commensurate up to the Officer's prior full-time experience not to exceed the current vacation schedule. No other contractual benefits or privileges are extended to recognize prior service without

agreement between the City and Association. Lateral entry officers shall be subject to the probationary period and seniority provisions as in the Labor Agreement.

ARTICLE 9 WORKER'S COMPENSATION

Worker's Compensation shall be governed in accordance with Chapter 102 of the Wisconsin Statutes.

Any officer receiving Worker's Compensation shall continue to receive their full pay from the City for the duration of temporary total disability. Officers receiving worker's compensation benefits shall endorse and turn over to the City any such benefits and receive their regular paycheck in return.

ARTICLE 10 VACATIONS

The Police Chief shall administer the vacation schedule according to the terms of this Agreement and shall reserve the right to determine the number of personnel to be on vacation at any one time in order to ensure maximum protection and safety of the City.

The vacation policy for the Police Department shall be as follows:

| | |
|----------------------------------------|---------------------------------------|
| One (1) workweek (42 hours/patrol) | After one (1) year service |
| Two (2) workweeks (84 hours/patrol) | After two (2) years' service |
| Three (3) workweeks (126 hours/patrol) | After seven (7) years' service |
| Four (4) workweeks (168 hours/patrol) | After fourteen (14) years' service |
| Five (5) workweeks (210 hours/patrol) | After twenty (20) years' service |
| Six (6) workweeks (252 hours/patrol) | After twenty-four (24) years' service |

Officers shall be eligible for vacation benefits on January 1 of each year, and such vacations shall be taken within one (1) year following that date.

Officers who fill the position of Detective and Safety Officer on January 1, 1988, will be grandfathered under the practice of 48 hours equals one week of vacation. Officers appointed to these positions on or after January 1, 1988, will receive 40 hours per week of vacation.

New officers having one (1) year of continuous service as of January 1 shall have earned one (1) week vacation.

An officer with three (3) months or more, but less than one (1) year's continuous service as of January 1, shall have earned one-twelfth (1/12) of one week's vacation for each completed month of service since his/her date of hire.

Officers with an anniversary date that results in an additional week's vacation shall be eligible for the additional week as of January 1 of the year of their anniversary date.

In case of termination of employment, an employee shall receive pay for his/her accrued and unused vacation benefits at his/her regular rate of pay at the time of his/her termination.

Any officer terminating his/her employment shall have his/her vacation benefit time due prorated from January 1 of the year of termination.

Officers' vacation benefit (hours) credited for use on January 1 of each year, shall be calculated based upon the position(s) of the officer held the previous year.

ARTICLE 11 VACATION SCHEDULES

Scheduling Priorities:

- A. Vacation Weeks
- B. Floating Holidays
- C. Vacation Days (individual)
- D. Kelly Days
- E. Compensatory Time

Seniority shall prevail in scheduling vacations. Each shift will have a seniority list. All officers will be assigned to a shift for vacation selection purposes.

Vacation requests will be submitted to the Shift Commander by December 1, and the vacation schedule shall be posted by December 15. Vacations not scheduled by December 15 will be granted on an "as available" basis after all other vacations have been scheduled.

In the event an officer has more than two (2) weeks' vacation, seniority shall prevail for more than two (2) weeks where consecutive weeks of vacation have been scheduled.

A minimum of one week vacation must be taken in a period of one week or more. For the purposes of the patrol schedule vacation minimum, one complete set of two or three consecutive work days or two complete consecutive sets of work days shall equal "one week" for the purposes of the vacation selection. Vacation entitlement in excess of one week may be taken in single days. Single-day vacation periods shall not interfere with the regular vacation schedule and can be requested only after all employees have selected their regular vacation periods. Single-day vacations will be granted on a first-come basis. The Chief of Police shall retain authority for final approval of single-day vacations.

Detectives, School Resource Officer, and Safety Officer may split their vacations in any manner they want with the approval of the Chief or his designee.

An officer who is not able to take vacation during the course of a calendar year due to a work-related illness or injury will be paid for the unused vacation.

An officer who is off of work due to a personal illness or injury, or who is on suspension without pay during a period in which a vacation was originally scheduled, will be required to reschedule the vacation after return from sick leave or suspension. If the leave or suspension terminates at the end of the calendar year and there is not sufficient time to schedule vacation, the vacation may be carried into the first three months of the new year. Vacation not taken will be lost.

Any officer who cancels a scheduled vacation will be required to reschedule the vacation under the terms of this Agreement or the vacation will be lost. Vacations which are properly scheduled and then cancelled by the City will not be lost. Partial vacation days may be carried over or scheduled with approval of the Chief of Police or his designee.

ARTICLE 12 PAID HOLIDAYS

Paid holidays included in this Agreement are:

| | |
|---------------------------|------------------------------------|
| New Year's Day | Thanksgiving Day |
| Easter Sunday | December 24 |
| Memorial Day | December 25 (Christmas) |
| Independence Day (July 4) | 1 Floating Holiday (12 hours paid) |

Labor Day

1 Floating Holiday (12 hours' time off)

The paid floating holiday shall be taken as pay only. Officers shall request payment through the appropriate department employee not later than the Friday preceding the Thursday payday on which payment for the one floating holiday is desired. Officers may credit their compensatory time account in lieu of receiving the holiday pay. If a holiday falls on a vacation day, the officer will not be assessed a vacation day.

Officers will not have their compensatory time accounts deducted when time off is taken on any contract-recognized holiday.

If an officer is off on a paid holiday, he/she shall receive eight (8) hours' pay, in addition to his/her salary.

If an officer is required to work on a paid holiday, he/she shall receive sixteen (16) hours' (20 hours' for Detective or 24 hours' for patrol) pay in addition to his/her salary. The officer working the paid holiday due to a trade will receive the sixteen (16) hours' (20 hours' for Detective or 24 hours' for patrol) pay as described above.

If an officer is called in on emergency duty on a holiday, he/she shall receive call time, plus double time, for the actual time worked, in addition to the compensation for a paid holiday.

If an officer is required to work more than eight (8) hours (10 hours for Detectives, 12 hours for patrol) on a holiday, he/she shall receive double time for the actual time worked in excess of eight (8) hours (10 hours for Detectives, 12 hours for patrol), in addition to his/her salary.

Except for employees whose regularly scheduled workweek includes Saturday and/or Sunday, holidays which fall on a regularly scheduled day off would be observed on the preceding or next work day, as determined by the Police Chief or his designee.

ARTICLE 13 SICK LEAVE

- A. Sick leave shall be administered by the Chief of Police.
- B. All officers working 12-hour shifts shall be granted a total of seven (7) paid sick days per calendar year for minor health

problems, such as cold and flu. This time may also be used to care for a sick child, for family leave, and for medical and dental appointments. There will be no accumulation or carryover of this leave. The City will pay \$107 for each day of sick leave not used. Officers working 8-hour shifts will be granted a total of ten (10) paid sick days and be paid \$75 for each day of sick leave not used. This payment will be made in January of the year following the year that the sick leave was not used. For example, a payment will be made in January 2016, for sick leave not used in 2015. An officer needs to be an active employee through the end of that year (December 31) in order to receive the payment in January.

The Human Resources Director will grant employees up to three (3) months of paid leave per illness, if an employee has the appropriate doctor's certification of a serious health condition and has completed an application for a paid leave of absence. The Human Resources Committee will grant an extension of up to three (3) months of paid leave, per illness, for serious health conditions, with a doctor's certification indicating that extended leave is necessary. If additional time is needed after all paid leave is exhausted, employees may be placed on an unpaid leave of absence until such time as the employee is able to return to work; or it is determined by a doctor (M.D.) that the employee will not be able to return to work, or the employee voluntarily terminates the leave of absence. An employee will not receive paid leave or sick leave from the City while working outside of City employment (working another job). Additionally, an employee will be granted up to one (1) week of paid leave for a family member who has a serious health condition, as defined by the Family Medical Leave Act (FMLA), or up to one (1) week of paid leave for the birth of an employee's child, and who completes all required FMLA and related paperwork, as requested by the Human Resources Director or designee. (The procedures dated 5-10-15 in the non-union policy will be followed).

An employee who is on extended sick leave may periodically be required to provide the City with medical information regarding the inability to work, expected recovery, and probability of return to normal duty. "Extended sick leave" means any sick leave in excess of 30 working days.

New hires shall be entitled to sick leave after six (6) months of employment. Sick leave earned from the date of hire will be credited on the employee's 6-month anniversary.

In the event the City has reason to believe that an officer is abusing the sick leave privilege, or may not be physically or mentally fit to return to work, the City may require the officer to furnish a medical certificate, or other appropriate verification for absence, at the City's expense.

- C. Sickness or illness must be reported within a reasonable length of time before the officer is scheduled to report to duty. In the event an officer does not report for duty due to his/her taking sick leave, the responsibility for getting a replacement for his/her shift shall not rest with said employee. The Shift Commander shall be responsible for filling any vacancy created due to sick leave.

Pregnancy will be treated the same as an illness. If an officer is not able to perform her regular duties, the officer may be reassigned to duties which are within the limitations established by medical certificate.

ARTICLE 14 FUNERAL LEAVE

- A. Funeral leave shall be administered by the Chief of Police.
- B. Funeral leave of up to three (3) days, without loss of pay, shall be granted in the event of death in the officer's immediate family. Members of the immediate family shall include spouse, children, brother, sister, mother and father of the officer and his/her spouse, brother-in-law, sister-in-law, daughter-in-law, son-in-law, stepfather, stepmother, stepchildren, grandparents and grandchildren. Such leave time shall not be paid if an officer is on vacation, sick leave or normal off-days. The allotted amount of time is to be agreed upon between the officer and the Chief of Police.

ARTICLE 15
PERSONAL TIME

All officers may take up to eight (8) hours (10 hours for Detectives, 12 hours for patrol) of personal leave per year, with the approval of the Chief of Police or his designee.

ARTICLE 16
LEAVE OF ABSENCE WITHOUT PAY

- A. Non-medical and non-military requests for leave of absence without pay for justifiable reasons shall be made by written application on a form provided by the Human Resources Department and shall be submitted at least two (2) weeks prior to the anticipated leave. All paid time must be used during a leave of absence prior to taking time unpaid.
1. For a leave not to exceed three (3) consecutive days, requests shall be made to, and approved by, the Chief of Police.
 2. For a leave in excess of three (3) consecutive days, requests shall be made through the Chief of Police to the Human Resources Director.
- B. Failure to comply with the requirements of this Article shall result in disciplinary action.

ARTICLE 17
JURY DUTY

All officers required to serve as a juror shall be paid their regular wages during the entire period of jury duty, minus the compensation paid to such officer for serving as juror, except mileage, which shall be turned over to the employer.

If the total hours spent on jury duty exceed five (5) hours, the officer shall have the prerogative of not reporting for duty, if the tour of duty commences less than eight (8) hours from the time at which said employee's jury obligation ceases. If the officer is required to serve as a juror during a regularly scheduled off-day or vacation, such officer shall be entitled to the jury fees.

ARTICLE 18 INSURANCE

A. Health, Life and Dental Plan

1. The City agrees to pay ninety percent (90%) of the health insurance premium contribution for the City's High Deductible Health Plan for a single, employee plus one (1) dependent, or family plan policy for non-seasonal, benefits eligible employees. The City will pay ninety-five percent (95%) of the cost of the Dental contribution for regular full-time non-seasonal, benefits eligible employees.

2. For those employees hired prior to January 1, 2015, the City agrees to allow retirees (and/or disability retirees) from the Police Department to participate in the Group Health Insurance Plan from retirement until such time as Medicare coverage is available to the Police Department retirees. The type of plan covered (single, employee plus one, family) shall be the same plan that the retiree had on date of retirement. No additional dependents can be added after date of retirement. For those employees hired prior to January 1, 2015, the City will contribute fifty percent (50%) of the cost of the health, and dental premiums of a single or an employee plus one plan, depending on what plan the officer had on the date of retirement, with the maximum contribution being for the employee plus one plan, for officers who retire with 25 years of service. Such contribution will be made until Medicare coverage is available. The City will not contribute towards the cost of a Medicare plan. If the retiree becomes eligible for Medicare before the spouse, the spouse is able to remain on the group health insurance plan until the spouse is eligible for Medicare.

Retirees participating in the Group Health Insurance Plan will pay the cost of the premiums to the City Treasurer's Office on or before the tenth of the month preceding the month for which the insurance premium is due.

B. Life Insurance

1. The State Life Insurance Plan is based upon salary earned and the age of the employee. The premium paid by the individual will be established by the Wisconsin Department

of Employee Trust Funds. Specific rates are available upon request.

2. The City agrees to pay the State-mandated employer percentage of the total officer's contribution as its share of the cost, which is in addition to the officer's contribution. An officer not wishing to participate in the life insurance program must sign a Waiver of Insurance Form available in the Human Resources Department.

C. Wisconsin Retirement Fund

The City agrees to pay the employer's share to the Wisconsin State Retirement System. Effective January 1, 2013, all officers will contribute the full general employee share (as determined by WRS) to the Wisconsin State Retirement System.

**ARTICLE 19
NIGHT SHIFT DIFFERENTIAL**

Recognizing that an additional hazard exists during the hours of darkness and early morning, the officer shall receive hazard pay as follows:

40 cents per hour additional for work performed on the night shift. The night shift shall be the hours of 5:30 p.m. to 6:30 a.m.

**ARTICLE 20
CLOTHING ALLOWANCE**

Clothing allowance shall be administered by the Chief of Police.

The City shall provide all uniformed officers with the necessary uniforms on an "as needed" basis.

The City shall provide each officer with \$150 per year for shoes, which shall be paid in January of each year. This payment shall be considered income and taxed accordingly.

The City shall provide, at no cost to all officers, laundering and dry cleaning of uniforms.

Officers required to work in plain clothes shall be compensated at a rate of \$475.00 annually. This allowance shall be paid in January of

each year. This payment shall be considered income and taxed accordingly.

Upon proper verification, the City will repair or replace prescription eyeglasses which are broken in the line of duty. Such glasses must be OSHA approved and ordered through the City. A maximum of two (2) pairs per year will be replaced. Unless both the frame and the lens must be replaced, only that which is broken will be replaced. The employee will be responsible for the cost of obtaining any eye prescription.

The clothing and shoe allowance for new employees and for employees terminating employment with the City shall be prorated.

ARTICLE 21 COMPENSATION FOR TRAINING

The in-service training shall be administered by the Chief of Police or designee.

All officers requested to attend training schools (while on duty), by the Chief of Police or his representative, shall attend such schools at the expense of the City. Training time (including travel time) that is scheduled on an officer's normal workday and which does not fulfill the total hours of the workday will be the responsibility of the officer. The officer shall make up said time by returning to work or by substituting comp time or Kelly time.

All officers requesting to attend training schools (while off duty) and seeking reimbursement from the City will request approval from the Chief or his designee.

All officers who are required to attend training on off-duty time will be compensated at the overtime rate for actual hours spent in session.

All officers requesting to voluntarily attend training/schools of their choice, when such training/schools are held on the officer's off days, may be allowed to switch said off day(s) to another day(s) of the officer's choice, by mutual agreement, within the same payroll period. Nothing in this paragraph changes any other paragraph within this section, including inservice training.

All officers are expected to complete the minimum in-service training program annually.

ARTICLE 22 ASSOCIATION ACTIVITY

- A. Any member of the Association holding a seat on the Board of Directors of the Wisconsin Professional Police Association may attend meetings of said Board of Directors under the following terms:
1. The Board member will be allowed to attend meetings of the Board; the necessary time off duty shall be granted without loss of pay.
 2. The Association shall advise the Chief of Police or designee not less than fourteen (14) days prior to the requested time off.
 3. If it becomes necessary to fill the Board member's vacancy, an unassigned officer will be utilized without added cost to the City or the Association.
 4. If it becomes necessary to fill the Board member's vacancy and an unassigned officer is not available, an off-duty officer will be called in to fill the vacancy at the overtime rate. The cost for an officer called in at the overtime rate shall be equally shared by the WRPPA and the City.
 - a. The Association agrees to provide written notification to the Police Chief and to the Human Resources Director within seven (7) days following election or selection of Association officials, stewards, or other officials, including officials assigned to handle aspects of the Grievance Procedure.
 - b. Association business, whenever possible, shall be transacted during off-duty hours. Any Association business that must be transacted while on duty will require prior approval by the Chief or a Division Commander. Except under unusual circumstances, permission to participate in an Association function will be limited to one on-duty person. Exceptions may be granted by the Chief or Division Commander.

Long-distance telephone calls for Association business will not be permitted at City expense unless prior approval is granted by the Chief or a Division Commander.

The Association will be charged the prevailing union rate for all copies made on City copy machines.

The use of Police Department facilities for Association business will require prior approval of the Chief or a Division Commander.

It is expressly understood and agreed that it shall not be considered a violation of this Article for representatives of WPPA/AGENT to contact local Association representatives, by phone or in person, while they are on duty, for the purpose of conducting routine Association business of a brief nature. Brief nature is defined as approximately 30 minutes or less.

ARTICLE 23 RULES AND REGULATIONS

The Rules and Regulations of the Wisconsin Rapids Police Department are hereby made a part of this Agreement; and no change in such rules and regulations which affect wages, hours and conditions of employment shall be made, except upon mutual agreement of the parties hereto, or negotiation.

ARTICLE 24 GRIEVANCE PROCEDURE

The procedure under this Article provides an orderly method to present and settle grievances, which may arise between the Association and the City as to the meaning or application of, or compliance with, the provisions of this Agreement. It is a further purpose of this grievance procedure to assure observance of the terms and work relationships set forth in this Agreement. The grievance procedure is available to the Association and is limited to matters covered by this Agreement. Time limits may be extended by mutual agreement of both parties.

Suspension, dismissal, and reduction in rank of officers from the Police Department shall be governed by Section 62.13 of the Wisconsin Statutes and not by any provision of this Agreement. Reprimands which are unaccompanied by suspension, dismissal, reduction in rank, or charges to the Police and Fire Commission under Section 62.13 shall be subject to the grievance and arbitration provisions of this Agreement and may only be issued for just cause.

Only one subject matter will be covered in any one grievance. The written grievance shall contain the name and position of the grievant, a clear and concise statement of the grievance, the issue involved, the relief sought, the date of the incident, the specific Article of the Agreement alleged to have been violated, and the signature of the grievant.

Grievances shall be settled by steps as follows:

- A. The aggrieved officer shall, within fourteen (14) calendar days of his knowledge of the act complained of, present the grievance in writing to his Shift Commander, either alone or accompanied by an Association representative; and the Shift Commander shall act on the grievance within three (3) calendar days.
- B. If the grievance is not settled at the first step, it shall be reduced to writing and presented to the Deputy Chief within three (3) days (Saturdays, Sundays and holidays excluded) of receipt of the answer from the Shift Commander. The Deputy Chief shall furnish the officer and the Association with a written answer to the grievance within three (3) days thereafter.
- C. If the grievance is not settled at the second step, the grievance shall be presented in writing to the Police Chief within three (3) days of the written answer of the Deputy Chief.

The Chief shall, within five (5) days (Saturdays, Sundays and holidays excluded), hold an informal meeting with the aggrieved officer, the Deputy Chief, and the Association representatives. If the grievance is not resolved to the satisfaction of all parties within three (3) days (Saturdays, Sundays and holidays excluded) after the informal meeting between the aggrieved officer, the Deputy Chief, and the Association representatives, either party may, within six (6) days (Saturdays, Sundays and holidays excluded), proceed to the next step.

- D. If the grievance is not settled in the third step, it shall be presented to the Human Resources Department for presentation to the Human Resources Committee. The Human Resources Committee shall meet with the Police Association Representative within 30 calendar days of receipt of notice of the grievance. The Human Resources Committee shall give their written answer to the Police Association within seven (7) days (Saturdays, Sundays, holidays excluded) after their meeting with the Police Association.
- E. If the grievance is not settled in the above step, the Police Association may appeal the decision of the Human Resources Committee to the Wisconsin Employment Relations Commission within five (5) days (Saturdays, Sundays, holidays excluded) of receipt of the answer from the Human Resources Committee. The Arbitrator shall be selected from the staff of the Wisconsin Employment Relations Commission. The decision of the Arbitrator will be final and binding on all parties, except for judicial review. The cost of the Arbitrator shall be borne equally by the City and the Association. Each party shall be responsible for any assessment of fees specifically assessed by the W.E.R.C. and for their own legal counsel.
- F. The decision of the arbitrator shall be limited to the subject matter of the grievance and shall be restricted solely to interpretation of the contract. The arbitrator shall not modify, add to, or delete from the express terms of the Agreement.
- G. The Association may appoint representatives of the Association and shall inform the City of the names of the individuals so appointed and of any change thereafter made in such appointments. The City shall allow the representatives the necessary time to process grievances during the course of the duty day, as long as it does not interfere with their regular responsibilities.

ARTICLE 25

TEMPORARY APPOINTMENT PAY

Temporary appointment pay shall be paid when a member of the bargaining unit temporarily fills a position having a higher wage scale. Such temporary appointment pay shall be equal to that which is normally paid for the position being filled. If the position being filled

has more than one level or step of pay, the employee filling said position shall receive pay equal to the lowest level or step constituting an increase from his/her normal wage. If the maximum pay step of the position is equal to or less than the employee's normal wage rate, the temporary pay provision shall not apply.

ARTICLE 26
PROMOTION, SUSPENSION, DISMISSAL
AND REDUCTION IN RANK

Suspension, dismissal and reduction in rank of officers from the Police Department shall be governed by Section 62.13 of the Wisconsin Statutes.

All newly hired regular officers shall be considered probationary for a period of one year from their date of employment with the Wisconsin Rapids Police Department. Probationary officers may be discharged without recourse to the grievance procedure.

Continued employment beyond the probationary period above noted is hereby defined as evidence of satisfactory completion of probation.

A regular officer is hereby defined as a person hired to fill a full-time position in the Table of Organization. The seniority of a regular officer who has satisfactorily completed probation shall date from his date of employment.

Proper records indicating status of the officer shall be maintained. Seniority shall be established for each officer and shall consist of the total calendar time elapsed since the date of his employment. Seniority rights terminate upon discharge or quitting.

Promotion to the position of Sergeant, Detective, and Safety Officer shall be determined by the Chief of Police.

ARTICLE 27
DUES DEDUCTION

The Employer agrees to deduct monthly dues in the amount certified by the WPPA/LEER from the pay of employees who individually sign a dues deduction authorization form provided by the Employer where the Employee is knowingly and affirmatively consenting to the deduction of dues from the employee's paycheck, including any Local

Association dues which the employee has authorized to be deducted in conjunction with the WPPA/LEER dues.

It shall be the employee's responsibility to sign the dues deduction authorization form and provide the signed form to the Employer and Association no less than 30 days prior to the date in which dues deductions are to commence.

The Employer shall deduct the combined dues amount each month for each employee requesting such deduction, upon receipt of such form and shall remit the total of such deductions, with a list of employees from whom such sums have been deducted, to the WPPA/LEER or Local Association if applicable, in one lump sum not later than the 15th of each month.

Authorization of dues deduction by a member may be revoked upon notice in writing to the Employer, WPPA or to the Local Association and with the understanding that the deduction will cease as reasonably as practical after receipt of written notice of revocation.

No employee shall be required to join the Association, but membership in the Association shall be made available to all employees in the bargaining unit who apply consistently with the either the WPPA or local Association Constitution and By-Laws. The Employer agrees to notify the WPPA office in Madison in writing of the name of any new hire into the bargaining unit. No employee shall be denied membership because of race, creed, color, sex or other legally protected class status.

It is expressly understood and agreed that WPPA/LEER will refund to the Employer or the employee involved any dues erroneously deducted by the employer and paid to WPPA/LEER and/or the Local Association. WPPA/LEER shall indemnify and hold the Employer harmless against any and all claims, demands, suits, order, judgments or any other forms of liability against or incurred by the Employer which may arise out of action taken or not.

ARTICLE 28 RESERVED

ARTICLE 29
DEFENSE OF OFFICERS BY THE CITY ATTORNEY

The City shall authorize the City Attorney to defend action brought against any officer, growing out of any acts done in the course of his/her employment or out of any alleged breach of his/her duty as such officer.

Any judgment obtained against such officer shall be paid by the City, provided the officer acted in good faith.

ARTICLE 30
AMENDMENT PROVISION

This Agreement is subject to amendment, alteration or addition only by a subsequent written agreement between and executed by the City and the Association where mutually agreeable.

The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

ARTICLE 31
SAVINGS CLAUSE

If any Article or Section of this Agreement or any addendums thereto, should be held invalid by Judicial Action; or if compliance with, or enforcement of, any Article or Section should be restrained by such action, the remainder of the Agreement and addendums shall not be affected thereby; and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE 32
NO OTHER AGREEMENT

The employer agrees not to enter into any other Agreement, written or verbal, with any individual covered by this Agreement, individually or collectively, which in any way conflicts with the provisions of this Agreement.

ARTICLE 33
CHANGES IN THE TERMS OF THIS AGREEMENT

If either party desires to negotiate any changes in this Agreement, to become effective after the end of the term of this Agreement or any extension thereof, they shall notify the other party in writing of its desire to enter into such negotiation one hundred and twenty (120) days prior to the end of the contract period.

In the event amendments to the Fair Labor Standards Act require changes in the provisions of this Agreement, such changes shall be negotiated upon mutual agreement between the parties to do so.

ARTICLE 34
SCHEDULING

The parties have agreed to a 2-2, 3-2, 2-3 work schedule consisting of a twelve (12)-hour workday for patrol officers. The Safety Officer in the schools will be scheduled the hours of 7:30 a.m. until 3:30 p.m. when working in the schools.

The School Resource Officer and Safety Officer shall work a 5-2 schedule as much as reasonably possible. The School Resource Officer shall work the hours of 7:30 a.m. to 3:30 p.m. The Detectives shall work a 4-4 (Monday-Thursday)/4-2 (Tuesday-Friday) work schedule. The normal hours of work for Detectives shall be 6:00 a.m. to 4:00 p.m. or 7:00 a.m. to 5:00 p.m., as selected by seniority. The Detective, Safety Officer, and School Resource Officer schedule and/or hours may be varied upon mutual agreement of the parties.

- A. Detectives, the School Resource Officer, and the Safety Officer, when working a forty (40) hour week annually, shall have 36 hours, as gained by the Patrol-schedule, as Schedule Adjustment Time. This time is not paid out to the employee at retirement or separation, and cannot be paid out in cash.
- B. Association members will be allowed to convert a maximum of one hundred (100) hours of their overtime as compensatory time. Members will be allowed a maximum payout of fifty (50) hours per paycheck as compensatory time. Any additional time in excess of the fifty (50) hours must be authorized by the Chief of Police and/or Deputy Chief. Payment of compensatory banks will be made under the FLSA rules, which allow for a three (3)-year averaging of wages.

- C. The Canine Officer shall receive one half (½) hour of compensatory time per regularly scheduled working day (including vacation, compensatory time, etc.) and one (1) hour of compensatory time per regularly scheduled non-working day for any day the dog is in his/her care. Designated officers caring for the dog in the absence of the Canine Officer would be compensated at the same rate as the Canine Officer. The Canine Officer may bank unlimited compensatory time during the year, but may only carry over 100 hours.
- D. Management personnel do not affect time off for vacation, compensatory time, or personal time.
- E. New officers will be placed into the 2-2, 3-2, 2-3 work schedule upon completion of their field training.

**ARTICLE 35
NON-DISCRIMINATION**

It is understood that, where the masculine pronoun is used in this Agreement, it shall refer to both genders.

**ARTICLE 36
PHYSICAL ASSESSMENT AND FITNESS**

It is mutually agreed that all officers of the department will participate in an annual physical assessment, as provided and paid by the City.

There shall be no disclosure of any officer's health, medical, or other personal records maintained by the wellness program to the City, the Chief, or the Police and Fire Commission, without the officer's expressed written authorization, which may not be compelled.

Officers hired on or after January 1, 1986, will be required to maintain a physical fitness, which is consistent with the norm for an individual of their sex and age. Determination of physical fitness shall be determined by a physician licensed to practice medicine in the State of Wisconsin.

Physical fitness requirements will be established and made part of this agreement.

ARTICLE 37
SENIOR PATROL OFFICER

All Patrol Officers with fifteen (15) or more years of service with the department on the effective date of this Agreement will be promoted to the rank of Senior Patrol Officer. All patrol officers with fewer than fifteen (15) years of service on the effective date of this Agreement will be eligible to be promoted to the rank of Senior Patrol Officer on the first day of the pay period following their fifteenth (15th) anniversary with the department.

ARTICLE 38
DISPATCH TRAINING AND TUITION REIMBURSEMENT

Upon approval by the Chief, the City will reimburse Police Officers for the cost of tuition upon successful completion of courses leading to an Associate or Bachelor's Degree in Police Science/Criminal Justice or related fields, or for other college-level courses related to law enforcement. Successful completion shall mean a grade of "C" or better. The maximum tuition reimbursement shall be \$5,000 for the department as a whole.

Employees who anticipate requesting tuition reimbursement are to notify the Police Chief of their intent and the anticipated cost prior to budget preparation. The City will consider advancing tuition cost on the condition employees sign a payroll authorization which shall be used in cases where the course is not successfully completed.

Upon approval of the Chief of Police, officers may be reimbursed for the cost of seminars, conferences, CPM classes, etc.

**ARTICLE 39
PAY PLAN (WRPPA)**

January 1, 2019

| | <u>2019</u> <u>Annual</u> | <u>(2046)</u> <u>Hourly</u> |
|-------------------------|------------------------------|--------------------------------|
| Sergeant, Patrol | \$ 72,541.46 | \$ 35.46 |
| Sergeant, Detective | 72,541.46 | 35.46 |
| Detective | | |
| Starting Rate | 67,294.31 | 32.89 |
| After 12 Months | 69,339.81 | 33.89 |
| Safety Officer | 69,339.81 | 33.89 |
| School Resource Officer | 69,339.81 | 33.89 |
| Patrol Officers | | |
| Senior | 66,637.10 | 32.57 |
| After 5 Years | 65,773.04 | 32.15 |
| After 4 Years | 65,248.86 | 31.89 |
| After 3 Years | 64,724.54 | 31.63 |
| After 2 Years | 64,200.28 | 31.38 |
| After 18 Months | 61,741.56 | 30.18 |
| After 12 Months | 59,282.90 | 28.98 |
| After 6 Months | 56,824.18 | 27.77 |
| Starting | 54,365.48 | 26.57 |

January 1, 2020

| | 2020 <u>Annual</u> | (2046) <u>Hourly</u> |
|-------------------------|-----------------------|-------------------------|
| Sergeant, Patrol | \$ 74,355.00 | \$ 36.34 |
| Sergeant, Detective | 74,355.00 | 36.34 |
| Detective | | |
| Starting Rate | 68,976.67 | 33.71 |
| After 12 Months | 71,073.31 | 34.74 |
| Safety Officer | 71,073.31 | 34.74 |
| School Resource Officer | 71,073.31 | 34.74 |
| Patrol Officers | | |
| Senior | 68,303.03 | 33.38 |
| After 5 Years | 67,417.37 | 32.95 |
| After 4 Years | 66,880.08 | 32.69 |
| After 3 Years | 66,342.65 | 32.43 |
| After 2 Years | 65,805.29 | 32.16 |
| After 18 Months | 63,285.10 | 30.93 |
| After 12 Months | 60,764.97 | 29.70 |
| After 6 Months | 58,244.78 | 28.47 |
| Starting | 55,724.62 | 27.24 |

January 1, 2021

| | <u>2021</u> <u>Annual</u> | <u>(2046)</u> <u>Hourly</u> | |
|-------------------------|------------------------------|--------------------------------|--|
| Sergeant, Patrol | \$ 76,213.88 | \$ 37.25 | |
| Sergeant, Detective | 76,213.88 | 37.25 | |
| Detective | | | |
| Starting Rate | 70,701.09 | 34.56 | |
| After 12 Months | 72,850.14 | 35.61 | |
| Safety Officer | 72,850.14 | 35.61 | |
| School Resource Officer | 72,850.14 | 35.61 | |
| Patrol Officers | | | |
| Senior | 70,010.61 | 34.22 | |
| After 5 Years | 69,102.80 | 33.77 | |
| After 4 Years | 68,552.08 | 33.51 | |
| After 3 Years | 68,001.22 | 33.24 | |
| After 2 Years | 67,450.42 | 32.97 | |
| After 18 Months | 64,867.23 | 31.70 | |
| After 12 Months | 62,284.09 | 30.44 | |
| After 6 Months | 59,700.90 | 29.18 | |
| Starting | 57,117.74 | 27.92 | |

**ARTICLE 40
TERM OF AGREEMENT**

A. Term: This Agreement shall become effective, contingent upon ratification by the Association membership and approved by the Common Council of the City of Wisconsin Rapids, on the first day of January 2019, and shall be in full force and effect until December 31, 2021. 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 Conferences and Negotiations:

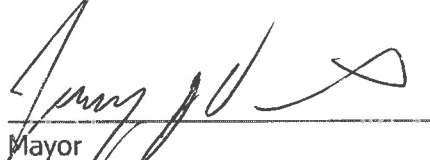
Step 1: There will be a mutual exchange of proposals between the parties on or before September 1, 2021.

Step 2: Negotiations shall begin after the bargaining proposals have been exchanged, but in no event later than October 1, 2021.

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

CITY OF WISCONSIN RAPIDS

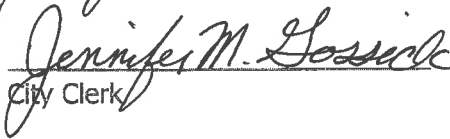
WRPPA



Mayor



President



City Clerk



Chair,
Wage and Grievance Committee