2019 - 2021 LABOR AGREEMENT

between the

CITY OF WAUKESHA

and the

WAUKESHA PROFESSIONAL POLICE ASSOCIATION

(W.P.P.A.)

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ARTICLE 1 – Purpose of Agreement

1.01 It is the intent and purpose of the parties hereto that this agreement shall promote and improve working conditions between the City and the Waukesha 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.

1.02 In order to increase the general efficiency, to maintain the existing harmonious relations between the City and its employees, to promote the morale, well-being and security of said employees, to maintain a uniform scale of wages, hours and conditions of employment among the employees and to promote orderly procedures for the processing of any grievance between the employer and employees, the following Employment Contract is made.

ARTICLE 2 – Recognition

2.01 This Agreement made and entered into at Waukesha, Wisconsin pursuant to the provisions of Chapter 111.70, Sections 66.90 and 62.13 of the Wisconsin Statutes by and between the City of Waukesha as municipal employer, hereinafter referred to as the City, and the Waukesha Professional Police Association, as sole bargaining agent for the police officers of the Waukesha Police Department, municipal employees, hereinafter referred to as the Association.

2.02 The City hereby recognizes the Association as the sole and exclusive bargaining agent with respect to hours, wages and conditions of employment for the positions of Patrol Officer, Police Specialist and Detective, excluding the positions of Chief, Deputy Chief, Captain, Lieutenant, Sergeant and all other employees of the Waukesha Police Department. The City will provide a designated Association representative with the names and addresses of new and current Police Department employees covered by the Agreement. Bulletin board space in the Department will be provided by the City for use by the Association for meeting notices, Association business or related matters.

2.03 Representation. Any time an employee is to be interviewed for misconduct, in which discipline may later be imposed, they shall have the right to union representation, if requested.

A. When an employee is interviewed by a representative of the City and is represented at such meeting by the Association, the representative for the Association may ask questions and communicate with the City representative to clarify the position of the City with respect to the investigation.

B. An employee requested to file a written report shall be advised of the reason for the report (e.g., whether it is a matter of administrative action or criminal activity) as outlined in Section 2.03 (A) of this Article.

2.04 Due to the three shift nature of the Department's work, employee members of the Association's bargaining committee who are on duty may attend collective bargaining meetings, and employee members of the Association's grievance committee who are on duty may attend grievance meetings providing, in the judgment of the Chief, the staffing requirements of the Department are fully met. The Board may make requests for a representative of the various committees and/or State Board to attend Board meetings, or parts thereof, with prior approval of their immediate supervisor. Such employees are on call and subject to assignment as needed. On duty personnel are limited to a maximum of two (2) hours to attend such meetings, with the exception of actual bargaining meetings with the City. The two (2) hour limit may be extended with approval of the Shift Commander. Subject to the preceding conditions, employee members of the Association's

Executive Board may attend special Board meetings pertaining to preparation for labor negotiations between the parties, the election of officers and directors or other corporate official union business, provided that written notice is given to the Chief of Police and the affected Shift/Bureau Commanders at least three (3) work days prior to the meeting taking place.

2.05 Employees requiring legal defense for their conduct in the line of duty because of involvement in an action brought against them by a citizen will generally be defended by the City Attorney's Office. In matters where the Police and Fire Commission sits as a quasi judicial body, the City Attorney acts as its counsel. In such cases, where an employee is charged by a citizen complaint before the Commission, the City will provide legal counsel for the employee. In providing legal counsel for the employee, the Chief and the Finance Committee shall ultimately have approval responsibility for the proposed cost of representation. In order to protect the employee, the employee will be allowed to obtain separate legal counsel as soon as s/he is notified that the same is necessary at no cost to the employee. The employee's attorney shall then submit to the Chief and the Finance Committee, the proposed cost of representation. The employee will have the opportunity to retain counsel immediately in order to protect his/her rights and this will also allow the Chief and the Finance Committee the opportunity to review the proposed cost of representation prior to extensive work being performed by the attorney on behalf of the employee. The Finance Committee shall also have ultimate approval responsibility for actual legal charges and disbursements prior to payment. If there is a dispute as to the reasonableness of the fees charged by the employee's attorney, the matter shall proceed to the Wisconsin State Bar Association for fee arbitration. In no case will this obligation arise where the employee conduct complained of occurred outside of or was unrelated to the employee's line of duty.

ARTICLE 3 – Hours and Workweek

3.01 Employees will work a 5-2,4-2 schedule as follows: five days on duty and two days off duty, then four days on duty and two days off duty. A normal workday shall consist of any eight (8) hour shift. A normal workweek shall average 40 hours, based on a fifty-two (52) week year.

The employees normal workshift hours shall be distinguished as follows:

Patrol:	1st relief	11:00 p.m.	to	7:00 a.m.
	2nd relief	7:00 a.m.	to	3:00 p.m.
	3rd relief	3:00 p.m.	to	11:00 p.m.

Uniform lap squad shifts will begin 60 minutes prior to the start of the normal workshift. Assignment to lap squads will be on a voluntary basis unless there are no volunteers.

3.02 Employees shall be required to report fifteen (15) minutes prior to their assigned for roll call. They shall be compensated for this time and thusly computed makes the average workweek 40.1 hours. Employees on any extended leave, excluding holidays, vacation and/or compensatory time off (or any combination thereof) in excess of thirty (30) working days will not be credited with roll call time from the first day of their excused absence. Roll call time is calculated at the rate of one-tenth (1/10th) of an hour per workweek.

3.03 Those employees, to wit: Detectives and Police Specialists shall work a 5-2 workweek. Those employees assigned to the Criminal Investigation Division shall not be required to report fifteen (15) minutes prior to the start of the shift. Uniformed Police Specialists assigned to the Uniformed Division shall have the same hours as the Uniform Division, but shall not be compensated under Section 3.02. Rather, Police Specialist's shift shall end fifteen (15) minutes earlier than the standard work shift hours for the Uniform Division.

A. Normal duty work shift hours shall be as follows:

1st relief	11:00 p.m.	to	7:00 a.m.
2nd relief	7:00 a.m.	to	3:00 p.m. (Uniformed Police Specialists)
	8:00 a.m.	to	4:00 p.m. (Detectives and Plain Clothes Personnel)
3rd relief	3:00 p.m.	to	11:00 p.m.

Any flexing of normal duty hours shall be on a mutually agreed upon basis between the employee and the shift/bureau commander/supervisor. The flexing of normal duty hours includes the following: changing shifts or changing the starting and ending times of shift.

B. Employees assigned as Field Training Officers will receive one (1) hour of compensatory time per day in addition to DOR time as additional compensation while actually training newly hired employees.
C. The Sensitive Crimes Unit (SCU) and the Computer Forensic Unit (CFU) are distinct units and are a separate assignment from the general pool of Detectives. Annual shift selection, comp days, trade days, vacation/holiday picks will be completed within SCU and CFU and not in conjunction with the entire Detective pool.
D. A detective selected and assigned to the Milwaukee Area Investigative Team (MAIT) shall receive four (4) hours of compensatory time for each week that he/she is on call. This on call status is for the times in which the Waukesha Police Department's is the lead agency for MAIT. On call status requires the detective to be fit for duty and immediately accessible, and available to respond.
E. A detective selected and assigned to the Waukesha County Metro Drug Unit (Metro) shall receive four (4) hours of compensatory time for each week that he/she is on call. This on call status is for the times in which that detective is responsible for investigating Metro cases outside of Metro duty hours. On call status requires the detective to be fit for duty and immediately accessible, and available to respond.

3.04

A. All employees shall receive a twenty (20) minute paid lunch break and a ten (10) minute rest break during their tour of duty. In the event an emergency situation requires an employee to abandon his/her break, the employee will respond to the emergency and subject to shift demands, shall be able to complete the unused portion of the break time.
   1) Employees working four (4) hours of overtime in conjunction with their assigned duty shift shall be entitled to a fifteen (15) minute break. This break may be combined with other breaks during the employee's assigned duty shift.

B. Thanksgiving Day, Christmas Day and New Years Day. On-duty personnel will be afforded the opportunity to take an extended lunch break of up to forty-five (45) minutes at the station. Sworn personnel who are on duty may take this break at their private residence, the residence of an immediate family member, or the residence of a Waukesha Police Department employee provided that such private residence is within the City of Waukesha. It is understood that such employees remain subject to immediate recall and that workload demands may necessitate the limiting or denial of extended lunch breaks.

3.05 C.P.U. and S.R.O.

A. Officers assigned to the Community Policing Unit (C.P.U.) and as School Resources Officers (S.R.O.'s) shall have those hours as described in Article 3.03 of this Labor Agreement.
B. S.R.O.'s will have duty hours consistent with the regular school year.
C. Vacations and holidays shall be scheduled in accordance with Article 6.05 and 6.06 (B), with vacations scheduled according to Article 6.05 of this Labor Agreement.
   a. The individual officer's hire date shall determine the seniority selection order for officer; assigned to the C.P.U. and as S.R.O.'s.

b. Not more than one (1) officer assigned to a C.P.U. shift/division may be on vacation at a time.

D. Officers assigned to the C.P.U. and the S.R.O. Program shall be compensated in accordance with the terms of this Labor Agreement as a uniformed acting specialist during the length of their assignment.

E. If there are 4 or less S.R.O.'s: When school is not in session one S.R.O. will be assigned to cover summer school with the remaining S.R.O.'s assigned to day shift patrol. The duty hours and work week of S.R.O.'s when school is not in session will be Monday through Friday, 6:45 a.m. to 2:45 p.m.

F. If there are 5 or more S.R.O.'s: When school is not in session one S.R.O. will be assigned to cover summer school with the remaining S.R.O.'s assigned to day and early shift patrol. The duty hours and work week of S.R.O.'s when school is not in session will be Monday through Friday, 6:45 a.m. to 2:45 p.m. and Monday through Friday 2:45 p.m. to 10:45 p.m.

G. When scheduling conflicts arise, only trained or selected S.R.O.'s will be utilized to fill temporary vacant positions until the return of the primarily assigned S.R.O.

H. Assignments to the C.P.U. and the S.R.O. Program, shall be made by the Chief of Police from interested and qualified officers regardless of specific shift assignment

I. Assignments to the C.P.U. and the S.R.O. Program, shall be for the following periods of time unless circumstances dictate otherwise, such as personal reasons or lack of performance:
   1) C.P.U. for two (2) years.
   2) S.R.O. for four (4) years. It is the intent of the Department to stagger the starting year for these assignments.
   3) Any minimum staffing and/or special event overtime in the uniform division shall be offered on a seniority basis as described in 5.05. If no officer volunteers for overtime, the overtime shall be offered to the uniform specialists on a seniority basis with date of hire as the basis for seniority. If overtime slots are still available, normal provisions of the contract shall be followed. No uniform specialists shall be ordered in to work overtime except as set forth in Article 5.05(B)(1)(a), with the exception of general call back.
   4) Following the completion of the CPU or S.R.O. assignments, an officer may not serve in another of these assignments for a period of one (1) year, unless another qualified officer is not available to be assigned to the vacated position. In such case, the Chief may extend an officer's assignment for an additional term.

J. The officers currently assigned, or officers to be assigned to the C.P.U. and the S.R.O. Program, will remain in their current assignments and will be compensated in accordance with 3.05, D upon the effective date of this Labor Agreement.

K. An assignment to the C.P.U. and the S.R.O. Program, is a uniformed patrol position requiring additional training and responsibilities but does not relieve the officer, even though compensation is at a higher rate, of any job-related responsibilities specifically related to patrol officers in general.

ARTICLE 4 – Uniform Maintenance

4.01 A. Patrol and Recruit Officers shall receive an initial uniform purchase authorization of up to $2000.00 at 0% interest. Charged expenses will be deducted monthly at no less than $50.00 per month until the balance is paid in full. Any subsequent purchase after the initial six months of employment will be the responsibility of the employee.

1. Sworn personnel will receive a uniform allowance of $600.00 per year. Effective January 1, 2009 the uniform allowance will be $650.00 per year.

B. The uniform allowance will be paid once per year, by direct deposit, in the week following the first pay period in January.

C. If the employee separates from employment with the City after the City has paid the uniform allowance, the City will recover the unearned paid portion of the uniform allowance from the employee's last paycheck. The uniform allowance is for the current year.

ARTICLE 5 – Overtime

5.01 Employees will be paid at the rate of time and one-half their normal rate of pay for all hours worked in excess of the scheduled workday or workweek. Employees may request compensatory time off in lieu of overtime pay. Unused compensatory time off shall be carried forward into the following calendar year. Compensatory time accrual may not accumulate in excess of an annual amount of up to one hundred sixty (160) hours. Compensatory time may be taken in not less than one (1) hour increments at the end of a work shift with supervisory approval. Usage in less than an eight (8) hour blocks is limited to the day the compensatory time is to be used only and may not be scheduled in advance.

5.02 Court Appearance

A. Employees will be guaranteed a minimum of three (3) hours at the rate of time and one-half (1 1/2) for each court appearance outside their normal duty hours relevant to their official duties as a police officer with the City of Waukesha.

B. For court appearances beginning within two (2) hours before, and that continue into the employee's shift, two (2) hours of pay at the rate of time and one-half (1 ½) will be guaranteed.

C. For court appearances that begin during the employee's shift, and extend beyond the end of an employee's shift, the employee shall be compensated for the actual time worked at the end of the shift at the rate of time and one-half (1 ½).

D. Telephonic testimony occurring outside of an employee's normal duty hours will be paid at the rate of time and one-half (1 ½) for actual time spent on the telephone. Telephonic testimony shall be on a mutually agreed upon basis between the employee and the prosecutor for the specific court case.

E. If an appearance is cancelled less than twenty-four (24) hours prior to the scheduled appearance time, the employee will receive one (1) hour of pay at the rate of time and one half (1 ½).

5.03 Call back time shall be defined as that time or times when an employee is called back to work without sixteen (16) hours advance notice. Employees shall be guaranteed a minimum of two (2) hours at the rate of time-and-one-half (1 ½) from the time of notification of the call back subject to the approval of the employee's supervisor which approval shall not be unreasonably withheld. This premium pay shall not apply where an employee is being called in for failure, in the Chief's judgment, to properly complete a work assignment.

5.04 Compensatory time: Requests for compensatory time off may be submitted up to one calendar month, but not less than twenty-four (24) hours prior to the requested off date. The twenty-four (24) hour period may be waived, and said waiver cannot be unreasonably withheld, when shift minimum road strength is met.

A. A compensatory off day shall not be canceled with less than seventy-two (72) hours notice, except in cases of a general call back of sworn personnel. Employees may cancel their own scheduled comp day up to five (5) days in advance of said comp day with supervisory approval, which approval shall not be unreasonably denied. Notice of available comp days is not the responsibility of management.

B. Beginning one calendar month prior to a comp day requested, all compensatory day requests will be held for twenty-four (24) hours. At the end of such twenty-four (24) hour period, requests will be granted as follows subject to staffing requirements:

If one (1) employee requests a compensatory day off, that employee's request shall be granted. When two (2) or more employees of the same classification request, on the same day, the same compensatory time off, the most senior employee shall be granted the time off.

5.05

A. Overtime Occurrences. Overtime occurrences are defined as either a Special Event (regardless of duration), Projected Long-Term Overtime [for four (4) or more hours], or Short-Term Overtime [for four (4) or more hours].

1) Only one (1) roster/log will be maintained for all Special Event, Long-Term and Short-Term volunteers and order-ins.
2) On January 1st of each year, a new roster will be started, except for the initial year's roster, which will start on the date the contract is ratified.
3) Overtime occurrences will be logged on the roster at the time of assignment by a supervisor.
4) If an officer does not work the assigned overtime, that occurrence will be removed from the roster.
5) Once an overtime assignment has been made, voluntary or order-in, the assignment will not be altered due to a subsequent volunteer to work, order-in, single holiday/vacation request, compensatory or trade day request.
6) Once an overtime assignment has been made, it can only be traded, given away or changed due to exigent circumstances and with supervisory approval. Supervisors will ensure changes are in accordance with the process noted in 5.05(1) and 5.05(2). Once an order-in assignment has been made, the assigned officer may trade, give away or change the overtime assignment with supervisory approval. Supervisors will not unreasonably deny requests for an overtime change. The officer actually working the overtime will get the credit for the occurrence.
7) Employees will not be ordered in for duty on vacation days and the off days immediately preceding and succeeding the vacation days. This prohibition does not apply in the case of normally scheduled off days that are not attached to vacation days.

B. Special Events Overtime. Special events overtime includes: parades, races, walk-a-thons, festivals, fireworks grant overtime, political rallies, sporting events, school dances, school rallies and other similar events regardless of duration. Special Events are not: court time, depositions, tactical calls, extensions of duty shift, and any other similar events regardless of duration.

1) Special Event Overtime Volunteer. When for the purpose of Special events, it is necessary to request officers to work overtime hours, the Chief or his representative shall post appropriate notice of said overtime opportunity. Special events, which are more than one (1) day in duration, shall be considered one (1) event for the purposes of this section. This notice shall be posted on the roll call board at least fourteen (14) calendar days in advance of the date of the special event. The notice will remain on the roll call board at least seven (7) calendar days. If the Chief or his designee receives notice, with less than fourteen (14) calendar days prior notice, the notice will be posted on the roll call board up to four (4) calendar days prior to the event. Notices received with less than four (4) calendar days prior notice will result in the overtime being assigned by reverse seniority, to the officer with the fewest number of overtime occurrences. Officers

may sign up for such overtime provided their classification qualifies that officer for the work. Overtime will then be assigned to volunteers by seniority.

a) For high school sanctioned/sponsored special events: 1) SRO's will be given first opportunity for the overtime with preference given to the school assigned SRO. 2) When multiple personnel are requested for an event the other SRO's, according to departmental seniority, will fill the second, and subsequent, slots. 3) Additional voluntary slots will be filled according to 5.05(b)(2) with overtime order-ins first coming from the pool of the SRO's, based on reverse departmental seniority, then in accordance with 5.05 (B)(2).

2) Special Events Overtime Order-In. Prior to ordering officers to work for special events, the overtime shall be offered to the detectives and specialists. Voluntary assignments shall be made by following the overtime language in Section 5.05(B)(3). If an insufficient number of officers, detectives or specialists volunteer for the overtime, the Chief or his designee may then assign available officers utilizing order-ins. Any order-in will be made by reverse seniority, to the officer with the fewest number of overtime occurrences, using the following guidelines:

Day shift will work special events from 03:00 hours to 06:59 hours and from 15:00 hours to 18:59 hours.

Early shift will work special events from 11:00 hours to 14:59 hours and from 23:00 hours to 02:59 hours.

Late shift will work special events from 19:00 hours to 22:59 hours and from 07:00 hours to 10:59 hours.

However, if the majority of the event falls on one shift's designated hours, that shift will cover all the hours of the event, provided the overlap is not more than one (1) hour in duration. Anything more than a one-hour overlap, the event will be split between the two affected shifts.

a.) First to be considered for order-in will be officers who are already schedule to work a normal eight (8) hour duty day shift on the day of the event. The officers who are ordered-in will have the overtime [up to four (4) hours] scheduled in conjunction with their assigned duty shift.
b.) Cancel necessary portions of compensatory off days on the shift(s) during which the event is occurring by reverse seniority. Cancel compensatory off days on the other two (2) shifts by reverse seniority.
c.) Cancel necessary portions of single holidays, then single vacation days on the shift(s) during which the event is occurring by reverse seniority. Cancel single holidays, then single vacation days on the other two (2) shifts by reverse seniority.
d.) Cancel necessary portions of scheduled off days on the shift(s) during which the event is occurring by reverse seniority. Cancel regularly scheduled off days on the other two (2) shifts by reverse seniority.
e.) Cancel trade off days on the shift(s) during which the event is occurring by reverse seniority. Cancel trade off days on the other two (2) shifts by reverse seniority.
f.) Cancel scheduled holiday/vacation days of officers on holiday/vacation periods by reverse seniority.

3) Plain Clothes Special Event Overtime

Plain clothes special event overtime will be managed in the following manner:

1. Detectives with preference given to date of promotion seniority.
2. CID Specialists with preference given to date of promotion seniority.
3. Acting Detectives with preference given to date of hiring seniority.
4. Acting CID Specialist with preference given to date of hiring seniority.

If no one volunteers for the required overtime, the overtime will be offered to Patrol personnel.

If no one volunteers for the required overtime, the overtime will be ordered in the following manner;

1. Detectives based on reverse date of promotion seniority.
2. CID Specialist based on reverse date of promotion seniority.
3. Acting Detectives based on reverse date of hiring seniority.
4. Acting CID Specialist based on reverse date of hiring seniority.
5. If overtime vacancies still exist then Section 5.05(A) will be followed for the ordering of Patrol personnel.

This is exclusive of events already handled by patrol supervision and listed under section 5.05(B) of this agreement.

C. Minimum Staffing Overtime. Minimum staffing overtime is that which maintains the necessary road strength of personnel as determined by the Chief of Police.

1) Projected Long-Term Overtime. Projected long-term overtime is defined as overtime for shortages that become known to supervision with more than seventy-two (72) hours notice.

a.) Cancel**,** in order**,** previously approved compensatory days, then single holidays, then single vacation days from affected shift by reverse seniority.
b.) Seek off duty volunteers, by seniority, from the affected shift, to work an eight (8) hour shift.
c.) Seek volunteers, by seniority, from the other shifts, to work an eight (8) hour or four (4) hours split shift.

1.) Personnel who volunteer for a full eight (8) hour shift will be given priority over someone who volunteers for a split shift.

d.) If no volunteers are found for overtime, order in officers, per 5.05(B)(2)(a, d, e, and f) by reverse seniority and fewest number of overtime occurrences.
e.) If possible, no officer will be ordered to work on two (2) consecutive days.

2) Short-Term Overtime. Short-term overtime is defined as overtime for shortages that become known by supervision with less than seventy-two (72) hours' notice.

a.) If a shortage occurs in which the shift fall more than one (1) officer below minimum staffing, seek volunteers, by seniority, from on-duty officers, of both the preceding and succeeding shifts to work four (4) hours in conjunction with their shift.
b.) If no volunteers are obtained, order-in on duty officers by reverse seniority and fewest number of overtime occurrences from the preceding and succeeding shifts for four (4) hours.
c.) If possible, no officer will be ordered to work on two (2) consecutive days.

ARTICLE 6 – Authorized Absence

6.01 Sick Leave. It is the intent of both parties to continue the sick leave policy which is presently in existence.

A. All officers will be granted sick leave with pay at the rate of their normal base pay.

B. Restrictions relative to sick leave with pay:

1) Notice of absence and reason for absence must be reported to the Police Station at least one (1) hour prior to start of the scheduled duty shift.

2) Employee must report reason for absence each succeeding day to a shift supervisor, unless he or she is ordered by a doctor to be absent from work for a certain period of time, and employee will then state that specifically to the Station when calling in, along with the doctor's name. In all absences, the employee will maintain contact with a shift supervisor every three (3) days. 3) Employees shall submit a doctor's certificate for any absence of three (3) consecutive working days and if required the certificate shall be obtained from a doctor designated by the City.

6.02

A. Funeral Leave. Funeral leave of three (3) days, without loss of pay, shall be granted to the employee in the event of the death of the employee's wife, husband, son, daughter, mother, father, step mother, step father, step son, step daughter, mother-in-law, father-in-law, grandparents, brother, sister, brother-in-law or sister-in-law, son-in-law or daughter-in-law.
B. Funeral leave of one (1) day shall be granted without loss of pay for the death of the employee's aunt, uncle, niece, nephew or spouse's grandparent.
C. If the funeral is held at a distance that requires additional time off for documented travel, the employee may be granted up to two (2) days for travel, provided that the time used for travel shall be deducted from the employee's compensatory, holiday, or vacation bank.

6.03 Jury Duty. An employee subpoenaed for jury duty shall be paid the difference between his or her regular rate of pay and the rate for jury duty for up to a maximum of eight (8) weeks per calendar year when such jury duty occurs during their scheduled duty shift. Should the employee be dismissed or released from jury duty prior to the end of their scheduled duty shift, they will report for assignment.

6.04 Leave of absence Without Pay.

A. Requests for leave of absence without pay for a justifiable reason shall be made in writing to the Chief of Police for approval and be submitted at least two (2) days prior to the anticipated leave. Approval of these requests is at the discretion of the Chief. Employees shall be required to exhaust accrued leave balances prior to receiving an unpaid leave with the following conditions:
1) It shall be the employee's decision which (if any) vacation/holiday selection is vacated for the necessary leave of absence.
2) It shall be the employee's choice if compensatory time is utilized.
3) Any vacation period vacated shall be made available to other employees based on seniority.

6.05 Vacations. The vacation schedule for the Police Department to be on a workweek basis as follows:
A. Two (2) workweeks vacation after one (1) year of service
B. Three (3) workweeks vacation after seven (7) years of service
C. Four (4) workweeks vacation after fifteen (15) years of service.
D. Five (5) workweeks vacation after twenty (20) years of service.
E. Five (5) workweeks and one (1) day vacation after twenty-five (25) years of service.

1) The Police Chief shall have a vacation schedule available for each shift and classification for employees to sign on or before October 15, preceding the year vacations are to be taken so that vacation assignments will be completed by December 15. New employees will be eligible for vacation benefits prorated from their hiring day to the end of the calendar year of their hiring to be taken the following calendar year. All selections for time off in the Detective Bureau will be on separate lists for the Sensitive Crimes and General Assignment units.

2) In case of termination, an employee shall be paid his or her accrued and unused vacation and holidays, computed from the date of hire to the date of termination of employment.

3) The number of employees that will be allowed off on vacation or holiday leave shall be based on maintaining individual shift minimum staffing requirements as set by the Chief of Police; the number of employees may be three (3), except during the "in-service training period" and when employees in the Reserve or Guard are on annual active two (2) week duty.

   A vacation period may only be suspended in the case of serious emergency, which in the judgment of the Chief demands such action.

4) Length of service within the classification (meaning rank or grade) will prevail in all the various divisions of the Police Department in selections for vacations and holidays. Employees moving from a higher to a lower classification will be credited with length of service in the higher classification when selecting vacations or holidays under this section.

5) Vacations and holidays will be taken in the following manners:

   (a) Employees will first sign the schedule for their ten (10) holidays to be taken over one (1) continuous period exclusive of normal days off, pursuant to Section 6.05 (4). Employees may split the ten (10) holidays into two (2) separate one (1) week periods. If the employee separates the holidays into two selections, they will first sign the schedule for one week. After the remainder of the employees have selected their holidays, the schedule will return to the top of the seniority list for those employees who split the holidays to sign the schedule for the second week of holidays.

   (b) Employees will next sign the first (1st) vacation scheduling signing for not more than two (2) weeks, which shall be taken over one (1) continuous period or split into one (1) week increments pursuant to Section 6.05 (4).

   (c) Employees entitled to a third (3rd) week of vacation will then sign the vacation schedule pursuant to Section 6.05 (4).

   (d) After the third (3rd) week vacation schedule has been completed, employees with a fourth (4th) week of vacation will sign for that vacation pursuant to Section 6.05 (4).

   (e) Employees may take their fifth (5th) week in individual day increments, with the approval of their supervisor (staff level permitting), and subject to the provision set forth in Article 5.04 of this Labor Agreement.

6) The vacation week is to start on the first Saturday of the calendar year and continue in like manner throughout the calendar year except:

(a) The first vacation period of the calendar year may be started on the first of January instead of the first Saturday of the year.

(b) The last vacation period of the calendar year may end on December 31.

7) If an employee is transferred to a different shift or division of the Department before they are able to take their scheduled vacation:

(a) The employee reserves the right to take that vacation at the time the employee was committed to per the schedule; unless
(b) The employee is given ninety (90) calendar days written notice of a shift or division change in which case the employee's vacation may be changed as the staffing requirements of the Department requires.
(c) Employees shall not be ordered into work for special events or overtime assignment during any authorized two (2) day absence immediately before and after the scheduled vacation period. The only exception shall be in the event of an emergency or voluntary employee assignment.

8) If an officer incurs a serious illness requiring hospitalization or nondiscretionary surgery immediately before or while on vacation or if an officer becomes injured in the line of duty and is declared unfit for duty because of this injury by a doctor or the officer is hospitalized or incapacitated, the officer's vacation may also be rescheduled by the Chief if the manpower requirements of the department permit. In those circumstances where the vacation cannot be rescheduled before the end of the current calendar year, the vacation period may be carried over and used prior to March 31st of the following year or paid out, at the Chief's discretion. The incapacity must be of such a nature that either the police officer cannot perform his/her regular duties or any modified duty assignment as determined by the Chief or his/her designee. Further, it is understood that if the employee is incapacitated, he/she shall have no outside employment.

6.06 Holiday Leave.

A. Paid holidays included in this Agreement are:

New Year's Day	Independence Day	Day after Thanksgiving*
President's Day*	Labor Day	Christmas Eve Day*
Martin Luther King Day*	Veteran's Day*	Christmas Day
Memorial Day	Thanksgiving Day	

*The floating holidays will be scheduled within the Department and approved by the Chief.

B. Those employees, to-wit: Detectives, Police Specialist and others presently working on a 5-2 workweek shall take their holidays on the holidays; with the exception of the five (5) floating holidays, President's Day, Martin Luther King Day, Veteran's Day, Christmas Eve Day, and Day after Thanksgiving. These five (5) days may be taken at the employees discretion, subject to staffing requirements of the Department.

6.07 Trade Days. Personnel who have a need for trade days and who can meet the provisions of the below guidelines may file a "Trade day" request with their respective immediate supervisor. Said request cannot be denied on the basis of discipline or used as a form of discipline against the employee making said request. Said request shall be granted or denied based on but not limited to the following criteria:

A. Employees in like classification will be permitted to trade between each other any authorized days off, or one (1) of their off days in each group. An authorized day is

defined as an eight (8) hour shift within a twenty-four hour period. Trade days shall not be granted between sworn and non-sworn personnel, investigative and uniform personnel, or dispatch and non-dispatch personnel.

B. Notification of a trade will be made on the proper Department form a minimum of twenty-four (24) hours before and no greater than thirty (30) days prior to the trade taking place. The twenty-four (24) hour advance notice may be waived by the shift commander. All trades will be completed within a ninety (90) calendar day period from the earliest date of the original trade.

C. Employees will be permitted, upon the approval of supervisors of each affected shift, to trade between shifts if eight (8) hours separates the hours of work.

Probationary employees will not be permitted this opportunity unless all necessary training has been completed so as to allow the employee to work without the direct supervision of a field training officer or dispatcher, and that the employee is counted for minimum staffing.

D. Employees scheduled to pay back a trade day, but who call in sick, will pay the City back that day within a 30 calendar day period by working a day off or the loss of a compensatory day. The manner of payback is at the employee's discretion. Any day worked would be at the shift commander's (supervisor's) discretion. Officers will be allowed to utilize trade days prior to use of compensatory time as limited under Section 5.01. For purposes of this section, "sick" shall include illness, injury or any other incapacity except duty related absences of the type covered by worker's compensation. Employees on a duty related absence of the type covered by worker's compensation shall not be required to pay back the trade day.

E. Pay back of trade days must be in the same capacity, *i.e.,* full duty status for full duty status. If an employee is not able to pay back the trade day in full duty status within the thirty (30) day calendar period, the pay back period will be extended until such time as the employee returns in full duty status.

F. Those employees working a 5-2 workweek may trade with themselves. An employee may work an off-day and in return be granted a day off on a normal working day, this trade must comply with 6.07 B and D.

6.08 Other (Family and Medical Leave)

A. Requesting employees shall comply with and be granted leaves of absence in accordance with the requirements of applicable Federal and State laws and subject to 5.04 of this labor Agreement when such request involves the use of compensatory days. In the event of a request for urgent medical leave, these provisions may be waived between the employee and the administration.

B. Non-probationary employees are eligible for paid family leave as follows:

1) Employees working a rotating duty schedule are eligible for a maximum seven (7) days, accrued as follows:
   (a.) Two (2) days after one (1) year of continuous service
   (b.) Two (2) additional days after two (2) years of continuous service
   (c.) Three (3) additional days after three (3) years of continuous service

2) Employees working a five-two (5-2) duty schedule are eligible for a maximum of eight (8) days, accrued as follows:
   (a.) Two (2) days after one (1) year of continuous service
   (b.) Three (3) additional days after two (2) years of continuous service

(c.) Three (3) additional days after three (3) years of continuous service

3) Employees are encouraged to submit their leave requests as far in advance as possible and certainly within the requirements of the law, however, it is requested that they not be submitted in excess of thirty-five (35) days prior to the intended day(s) off.
4) Family and medical leave time off shall be deducted based on actual time of leave, rounded to the nearest hour.

C. Nothing in the above affects the current sick leave benefit received by Association members.

6.09 Worker's Compensation – Supplemental Pay. An employee off work due to a work related disability shall receive a payment equal to the difference between the amount of Worker's Compensation and their regular net pay for a period equal to eight (8) months per calendar year. Such pay shall continue only during the period of time in which the employee is medically, temporarily, partially or totally disabled as the result of such injury or illness. Regular net pay, for purposes of this Article only, excludes any State imposed penalty levied against the employee.

ARTICLE 7 – Longevity

7.01 Employees hired prior to January 1, 1996 will be entitled to longevity pay of ten dollars ($10.00) per month after five (5) years of service, then an additional two dollars and fifty cents ($2.50) per month, up to a maximum of forty seven dollars and fifty cents ($47.50).

ARTICLE 8 - Salaries and Pay Periods

8.01 Pay Periods. All payroll check voucher forms shall be available at 7:00 a.m., Friday, biweekly by placing such forms in the employee's mailbox. In the event such days are legal holidays, check~~s~~ voucher forms shall be placed in the employee's mailbox on the preceding Thursday.

ARTICLE 9- Insurance Benefits

9.01 Health Insurance:

The City will establish health care plan(s) for employees.

Employees enrolled in the City's PPO1 Health Insurance Plan shall contribute toward the cost of the plan by paying 20% of the premium equivalent cost. Those employees enrolled in the City's Health Risk Assessment program shall pay 12% of the premium equivalent cost.

Employees enrolled in the City's PPO2 Health Insurance Plan are not required to contribute toward the premium equivalent cost of the plan.

All aspects of the health insurance plan which are not mandatory subjects of bargaining may be changed, amended or deleted at the sole discretion of the City.

A. Regular Retirement. Upon retirement, provided at the time of retirement the employee is entitled to receive a retirement annuity and has at least fifteen (15) years of service in the Waukesha Police Department: the City shall pay 50% of the total premium required for substantially similar standard and major-medical continuing health coverage as provided active unit employees, including any substantial changes as may occur from time to time whether the changes are improvements or reductions in said coverage, subject to 9.01, C.

B. Disability Retirement. Upon termination due to disability as defined in Section 40.65 (4) Wis. Stats., Laws of 1982, as amended from time to time: the City shall pay 50% of the total premium required for substantially similar standard and major-medical continuing health coverage as provided active unit employees, including any substantial changes as may occur from time to time whether the changes are improvements or reductions in said coverage, subject to 9.01, C.

C. Continuation of Premium Payments by the City. Premium payments by the City shall continue, as authorized by this Labor Agreement, until such time as any of the following events occurs:

1. The employee is deceased.

2. The eligibility of the employee to apply for the Medicare program. If rejected, the employee returns to the City group plan.

3. The acceptance of the employee into a substantially similar program of health insurance coverage by another employer.

D. Job Related Death. If an employee dies as a direct result of a job related disability (as established pursuant to Section 102, Wis. Stats.), the City shall continue to pay the premium for group health and dental insurance for the spouse and child(ren), thereafter, and until the spouse dies, the spouse remarries, or the spouse and/or child(ren) are accepted into another similar health or dental insurance plan.

E. Member employees whose spouse has retired from City employment shall retain all health insurance payment rights under this contract.

9.02 Life Insurance: An employee may elect to participate in the group life insurance program provided through the City, subject to the terms of the policy and the waiting period prior to participation. If an employee does not elect to participate at the time of his or her employment, the election to participate will be governed by the terms of the policy as to proof of insurability at such time as the employee desires to become a participant.

The City shall pay the premium cost to provide group life insurance. The maximum amount of life insurance for any employee shall be an amount equal to his or her annual salary adjusted to the next higher $1,000 multiple, if not an even multiple of $1,000. Salary for the purposes of this paragraph only shall mean base pay and uniform allowance.

The City may change life insurance carriers or self-insure providing the benefits and coverage are comparable to that now in effect.

9.03 Dental Insurance:

A. Employees are eligible to apply for the group dental plan within their first thirty (30) days of employment. The insurance will become effective on the first day of the month following six (6) months of employment after application acceptance.
B. The City will pay toward the cost of the group dental insurance the full premium for the Delta Premier Plan, single or family coverage, or an equivalent dollar amount toward any other dental plan offered by the City.
C. The City has the right to change carriers or self-insure provided coverage is equal to or better than the current coverage. The City reserves the right to request a declaratory ruling from the WERC with regard to the issue of whether dental insurance constitutes a health care plan under the terms of state law in which case the City shall not be bound by the terms of this agreement related to dental insurance, except as to premium cost, unless the issue is resolved in the Union's favor.

9.04 Premium Increases During Any Contract Hiatus: In the event that Group Health or Dental Insurance costs for the Premier Plan increase over those amounts set forth in this Article, the City agrees to pay such increase cost during any contract hiatus period.

9.05 Flexible Benefits Program – The City will continue to offer employees a Section 125 Program Flexible Spending Account for: 1) non-covered medical expenses, 2) dependent care expenses, 3) premiums for group insurance and 4) independent premiums.

9.06 The City will contract for the provision of long term disability insurance for City employees at the employee's expense so long as such insurance is available and feasible.

ARTICLE 10 – Previous Benefits

10.01 The City agreed to maintain in substantially the same manner such present benefits which are mandatory subjects of bargaining and not specifically referred to in this Agreement. Such benefits and written policies as may now exist that are mandatory subjects of bargaining are incorporated herein by reference as though fully set forth at length.

ARTICLE 11 – Waiver of Rights

11.01 Neither party to this Agreement by such act at the time hereof nor subsequent hereto agrees to and does waive any rights possessed by it or them under our State and Federal laws, regulations or statutes.

In the event any clause or portion of this Agreement is in conflict with the statutes of the State of Wisconsin governing municipalities or other statutes, such clause or portion of the Agreement shall be invalid but such invalidity shall not affect the remainder of the contract.

It is agreed that in the event any Fair Labor Standards Act amendments or decisions are implemented after the commencement date of this labor agreement, which affect hours of work or overtime for police department personnel, the City and the Association will make whatever work schedule changes, if any, they deem necessary to continue compensation similar to existing practice.

ARTICLE 12 – Grievance Procedure

12.01 Grievance Procedure

A. A grievance is a dispute and/or differences of opinion raised by an employee or a group of employees covered by this Agreement involving the meaning, interpretation or application of the provision of this Agreement, and any dispute related to wages, hours and conditions of employment.

B. A grievance shall be set forth on the form which has been approved by the parties. The grievance must contain the date of the alleged violation as well as a description of the grievance. The form must be signed by the grievant or the WPPA representative. In the case of an Association grievance, only the WPPA representative is required to sign the grievance. A grievance will not be accepted unless it bears the signature of an authorized WPPA representative. The grievance must be accompanied by the grievance tracking form approved by the parties. The grievance tracking form will be attached to the grievance and shall remain with the grievance through Step 3 of the grievance procedure. The grievance tracking form is to be completed at each step of the procedure.

C. Nothing contained herein shall be construed to divest the Police and Fire Commission of the City of Waukesha of any rights, responsibilities or authority provided by Section 62.13 of the Wisconsin State Statutes.

D. The grievance process must be initiated within ten (10) working days (Saturdays, Sundays and Holidays excluded) of the event or the aggrieved employee knowing or having knowledge of the event giving rise to the grievance. Any grievance not filed within the time limits set forth above shall be invalid.

E. Any employee may process his grievance as outlined in this Article, and shall have the right to representation by the Association in conference with the City. The Association may submit an Executive Board Grievance in cases where it feels it has a collective grievance of it's members.

F. Any of the time limits set forth in this Article may be extended by written agreement between the parties involved.

Step 1 The aggrieved employee shall present the grievance in writing to his management supervisor. If the grievance is not resolved within ten (10) working days (Saturdays, Sundays and holidays excluded), the aggrieved employee may process the grievance as outlined in Step 2.

Step 2 The grievance shall be presented in writing to the Chief of Police within ten (10) working days (Saturdays, Sundays and holidays excluded), of the management response in Step 1. Within ten (10) working days, the Chief shall respond in writing to the aggrieved employee. Within ten (10) working days (Saturdays, Sundays and holidays excluded) after receipt of the Chief's response, the aggrieved shall process his or her grievance as outlined in Step 3 or the matter shall be considered resolved by all parties.

Step 3 The Grievance shall be presented in writing to the City Administrator. Within thirty (30) days of the receipt of the grievance, the City Administrator shall hold a hearing with the concerned parties. Within ten (10) days (Saturdays, Sundays and holidays excluded) after the hearing, the City Administrator shall notify the parties, in writing, of his determination. The aggrieved shall process his or her grievance as outlined in Step 4 within ten (10) working days (Saturdays, Sundays and holidays excluded) or the matter shall be considered resolved by all parties.

Step 4 If processed to Step 4 by written notice served on the Chief of Police and the City Administrator, the grievance shall be arbitrated. The City Administrator and the Association representatives shall meet within ten (10) working days of the date of notice and attempt to agree upon an arbitrator. If no agreement is reached within ten (10) working days of such meeting, the parties shall jointly request a panel of five (5) names to be proposed by the Wisconsin Employment Relations Commission. The parties shall alternately strike names from such panel until the one remaining shall serve as arbitrator. Costs of arbitration shall be borne equally by the City and Association. The decision of the arbitrator shall be final and binding subject to the provisions of the Wisconsin Statutes.

12.02 Authority of Arbitrator: The Arbitrator shall not have the authority to recommend amendment, modify, nullify, ignore, add to, or subtract from any of the provisions of this Agreement. The Arbitrator shall only consider and make a decision with respect to the specific issue submitted, and shall have no authority to make a decision on any other issue not submitted. The Arbitrator shall submit a decision in writing within ninety (90) days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension. The decision shall be based solely upon the

Arbitrator's interpretation of the meaning and application of the express terms of this Agreement to the facts of the grievance presented.

ARTICLE 13 – Pension

13.01 The City shall pay to the Wisconsin Retirement System the employer's contribution. Employees shall pay to the Wisconsin Retirement System the employee's contribution.

ARTICLE 14 – Dues Deduction

14.01 Representation. The Association, as the exclusive representative of all the employees in the bargaining unit, shall represent all such employees, both members and nonmembers, fairly and equally.

14.02 Membership. No employee shall be required to join the Association but membership in the Association shall be made available to all employees who do apply, consistent with the Constitution and by-laws of the Association. No employee shall be denied membership on the basis of race, creed, color, religion, sex, national origin, handicap, or age.

14.03 Deduction of Dues. Every employee represented by the Association may elect to authorize a dues deduction to the Association. The City shall deduct for this purpose an amount equal to 1/12th of the annual Association dues commencing with the second month of employment.

14.04 Administration. The aggregate amount so deducted shall be forwarded to the Treasurer of the Association within ten (10) days of the date such deductions were made.

14.05 Inadvertence or Error. If, through inadvertence or error the Employer fails or neglects to make a deduction which is properly due and owing from an employee's paycheck, such deduction shall be made from the next paycheck of the employee and submitted to the collective bargaining representative.

14.06 Indemnification. The Association shall indemnify, hold harmless and defend the Employer against any and all claims, demands, suits, complaints, orders, judgments or other actions brought by reason of action taken or not taken by the Employer under the terms of this Article.

ARTICLE 15 – Rules, Regulations and/or Policies of the Administration

15.01 The Association shall be furnished with a written set of rules, regulations, policies, procedures and/or directives as adopted by the Department or Police and Fire Commission. The above list is not all-inclusive. None of the above shall be effective until it has been published and distributed to the Association.

15.02 The terms and conditions of this Agreement shall supersede and take precedence over any prior rule, regulation, policy, procedure and/or directive in conflict with this Agreement.

ARTICLE 16 – Rights of Employer

16.01 It is agreed that the rights, functions and authority to manage all operations and functions are vested in the Employer and include, but are not limited to, the following:

A. To prescribe and administer rules and regulations essential to the accomplishment of the services desired by the City Council.

B. To manage and otherwise supervise all employees in the bargaining unit.

C. To hire, promote, transfer, assign and retain employees and to suspend, demote, dismiss or take other disciplinary action against employees for just cause.

1) During a department investigation the Administration shall assign a Supervisor, who has not been a direct witness to the event, to conduct the investigation.
2) At the time of notification by a supervisor that a department investigation is occurring against that employee, the employee shall receive, in writing, the incident or event they are being investigated for.
3) The department agrees to notify the union's president of the disposition of formal discipline against its members by providing the date, position, discipline type and rule violated for each such discipline.

D. To relieve employees of duties because of lack of work or for other legitimate reasons.

E. To maintain the efficiency and economy of the City operations entrusted to the administration.

F. To determine the methods, means and personnel by which such operations are to be conducted.

G. To take whatever action may be necessary to carry out the objectives of the City Council in emergency situations.

H. To exercise discretion in the operation of the City, the budget, organization, assignment of personnel and the technology of work performance.

Nothing contained in this management rights clause should be construed to divest the Association of any rights granted by Wisconsin Statutes or provisions of this Agreement.

ARTICLE 17 - Settlement of Disputes

17.01 The parties and employees covered by this Agreement recognize that contractual and statutory procedures exist for the resolution of all disputes arising under this contract and any collective bargaining disputes arising after the expiration of this contract and therefore specifically agree that there shall be no collective, concerted or individual strikes, partial or complete sit-downs, slowdowns, stoppages or cessations or refusals to work, boycotts or other acts of any kind at any time that interfere with the City's functions, operations or services. Any employee violating the foregoing provisions shall be subject to disciplinary action, including discharge. This provision shall not limit the City's rights to seek any other available legal remedies.

ARTICLE 18 – Seniority

18.01 Seniority is defined as length of continuous service dating from an employee's most recent date of hire in a Department job covered by this Agreement. It shall be a factor applying in the following situations.

18.02 When a shift/bureau vacancy occurs in a position covered under this contract, the following procedure will be used, provided the requesting employees are capable and qualified to work in that position and providing that the remaining employees on the shift are capable and qualified to perform the available work:

A. Employees shall be afforded the opportunity to annually make and be granted a shift reassignment request based on seniority.

B. Department shift/bureau reassignment request forms shall be distributed no later than September 1 of each year.

C. Employees shall return shift/bureau reassignment request forms no later than September 21. After September 21, any modification to a shift/bureau by reassignment request will be considered only when special or unforeseen circumstances are present.

D. The Administration has the authority, under Article 16 – Rights of Employer, to assign personnel by exercising reasonable discretion, in lieu of an employee's individual preference.

E. Seniority, for those employees assigned as Acting Specialists, shall be determined by each employee's original date of hire.

18.03 Employees covered by this contract who are to be permanently transferred to a different division or shift in such division, shall be notified thirty (30) days in advance of the effective date of such transfer or shift change. This time restriction may be mutually waived in writing.

18.04 Layoff. When it becomes necessary because of a need for economy, lack of work or funds, or any just cause to reduce the number of employees covered by this Agreement, the following will apply:

Any temporary or probationary employees shall be laid off first.

In the event of further reduction in force, employees will then be laid off based on reverse order of seniority from the employee(s) most recent date of hire in the Department within their respective classifications.

18.05

A. Any employee laid off, pursuant to Section 18.04 of this Agreement, shall be placed on a recall list for a period of two (2) years. Should a vacancy occur within the bargaining unit, for any reason, such shall be filled by the senior qualified employee on the recall list.
B. If any employee is recalled to a position in a lower rated job classification, he/she shall have the right to return to the job classification held prior to being laid off in the event it subsequently becomes available.
C. Employees eligible for recall shall be given seven (7) days notice of recall (sent by certified mail, copy to Union). Failure to report, or reply in writing, telephone or wire within forty-eight (48) hours shall constitute a waiver of recall and he/she shall be bypassed for the recall. If the employee further fails to advise the City in writing of his/her availability for work, within seven (7) days after the sending of such recall notice, his/her seniority shall be terminated.

ARTICLE 19 – Military Leave

19.01 Military Leave of Absence. Employees who are members of active military reserve units, and are required to attend yearly training sessions shall be paid an amount equal to the difference between their military pay and their regular pay, excluding military allowances and allotments, not to exceed two weeks per calendar year. Employees are entitled to any and all rights guaranteed under the Veteran's Re-employment Rights (VRR) Law. Employees attending weekly/monthly military meetings/training which overlaps the duty shift, shall have such overlapping time deducted from their regular pay.

ARTICLE 20 – Probation

20.01 The normal probationary period for a newly hired employee covered by this Labor Agreement shall be one (1) year from the date of the successful completion of field training.

However, in cases where the Department cannot adequately evaluate the candidate within said one (1) year period, the probationary period may be extended by the City for an additional 180 days for good cause, upon notification to the officer as to the reasons for such extension and notice to the Association of an extension. If said extension is not agreed to by the employee, the matter is subject to the grievance and arbitration procedure of the contract. Other benefits applicable under this Agreement for which the candidate may be eligible after one (1) year will not be deferred by reason of any such extension of the probationary period. The Association shall indemnify and save the employer harmless against any and all claims, demands, suits, orders, judgments or other

forms of liability that shall arise out of, or by any reason of, action taken or not taken by the employer regarding notice of extension of probation to the Association, including but not limited to indemnification for damages, costs and/or attorney fees.

ARTICLE 21 – Out of Classification Assignments

21.01 Any officer assigned to the Detective Bureau as acting detective for a period of at least six (6) months who there performs the duties of a detective shall be compensated at the detective's starting salary level for a period of time assigned to perform those duties. Employees filling acting assignments which last beyond a one year period will automatically progress through the salary schedule.

21.02 Out of Classification Assignment Pay. An employee temporarily assigned to a higher classification who works eight (8) consecutive hours shall receive the lowest rate of pay in that assigned higher classification.

Out of Classification Assignment Pay would not include those times when an employee is temporarily assisting an employee in that higher classification.

It is understood that temporary out of classification assignments are at the discretion of the Chief of Police or his designee.

ARTICLE 22 – Promotion Procedure

22.01 When a vacancy occurs or a new position is created or upgraded in a classification covered by this Agreement, such vacancy shall be filled by promotion according to the following method.

22.02 A notice of vacancy shall be posted on the Department bulletin board fifteen (15) work days, excluding weekends, prior to the last day on which applications are accepted. The notice shall state the following information: a) eligibility requirements; b) the type and nature of the test(s) to be used in the promotion process; c) the date, time and location of the testing; d) written manuals or other materials recommended as study guides; e) the general subject matter to be covered; f) weight to be given each test; g) the grade needed to qualify for the promotion; h) the manner of grading to be used in scoring the test(s); I) other factors to be considered in the promotion process; j) the weight given to each factor; and k) other relevant information regarding the procedure involved in the promotion process.

22.03 The promotion shall be made by the Chief of Police from one (1) of the three (3) highest ranking applicants. All qualifying applicants shall be given written notification of their rank in order of employer preference. Qualified applicants not selected shall have their names placed on an eligibility list to remain in effect for a subsequent one (1) year period from the effective date of the first promotion from the list. Should authorized vacancies occur in the same classification, promotion shall be made by the Chief from one (1) of the three (3) highest ranking applicants. In the event two (2) or more applicants have the identical

scores after completion of the promotion process, the applicant with the most seniority shall be accorded the higher ranking.

22.04 Within three (3) days after the position has been filled, the name of the employee promoted will be posted on the Department bulletin board by the City with a copy to the Association.

22.05 Upon the request of an individual officer involved in the promotion process, a list of those qualifying; that individual officer's respective test scores, and final scores; and his/her ultimate ranking shall be made available.

ARTICLE 23 – Personnel File Inspection

23.01 As allowed by law, employees shall receive copies of items placed in their personnel file. Employees shall have the right to inspect their personnel file not more than two (2) times per calendar year, to make written rebuttal and/or explanatory statements, and obtain copies of said file in accordance with the provisions of State Statute.

23.02 Employees who are involved in any form of disciplinary action and/or are involved in the grievance procedure set forth in Article 11, shall designate in writing to the City an Association representative to inspect and make copies of appropriate portions of the employee's personnel file which may have a bearing on the resolution of the matter pending, regardless of the number of prior requests the employee has made to inspect his/her personnel file.

ARTICLE 24 – Duration

24.01 This Agreement shall be binding on both parties hereto and shall be effective as the 1st day of January 2019 and shall remain in full force and effect until and including the 31st day of December 2021 and shall be automatically renewed from year to year unless negotiations are instituted by August 1st of any subsequent effective year.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this _____ day of October 2019.

WAUKESHA PROFESSIONAL POLICE ASSOCIATION	CITY OF WAUKESHA
_____	_____
Tim Probst, President	Shawn Reilly, Mayor
_____	_____
Andy Jicha, Bargaining Chairperson	Gina Kozlik, City Clerk/Treasurer
_____	_____
James Schumitsch, WPPA	Kevin Lahner, City Administrator

Biweekly Salary Schedules

	1/1/2019 2.25%	1/1/2020 2.25%	1/1/2021 2.25%
Detective			
Start	$3,100.00	$3,169.75	$3,241.07
12 month	$3,178.60	$3,250.12	$3,323.25
24 month	$3,257.24	$3,330.53	$3,405.47
Police Specialist			
Start	$3,046.23	$3,114.77	$3,184.85
12 month	$3,082.97	$3,152.34	$3,223.27
24 month	$3,130.62	$3,201.06	$3,273.08
Patrol Officer			
Start	$2,417.25	$2,471.64	$2,527.25
12 month	$2,621.16	$2,680.14	$2,740.44
24 month	$2,758.97	$2,821.05	$2,884.52
36 month	$2,845.92	$2,909.95	$2,975.42
48 month	$2,993.24	$3,060.59	$3,129.45

Attachment B
MATTER OF MUTUAL UNDERSTANDING
UN-EXCUSED SICK LEAVE

As a matter of mutual understanding between this Administration and the Waukesha Professional Police Association, Local 17, on a reasonable limit of unexcused sick leave within a calendar year and Administrative alternatives for those employees who abuse these reasonable limits, the following is established:

Both parties here agree that the majority of employees in the WPPA, Local 17, have maintained on their own, reasonable unexcused sick leave. There are, however, those few employees that go beyond reasonable limits and not only cause staffing problems for the Administration, but also jeopardize the Association's current contractual sick leave parameters.

It is mutually understood and agreed that the Administration, through its supervisors, will monitor employee unexcused sick leave using as a reasonable baseline one (1) unexcused sick day per month.

Supervisors shall review the unexcused sick days of their subordinates every three (3) months. Upon detecting an employee exceeding the above stated baseline, supervision shall counsel the employee for his/her second unexcused sick day exceeding the one (1) day per month baseline. Upon detecting any subsequent unexcused sick days exceeding that baseline, the employee's supervisors may take one of the following administrative corrective measures to bring the involved employee's unexcused sick days within the baseline stated previously. In their deliberations as to the need to use corrective measures relevant to that individual employee, supervisors shall review the employee's past three (3) years of unexcused sick days to determine if excessive sick days have existed.

PERMISSIBLE ADMINISTRATIVE CORRECTIVE MEASURES

1. Remove or deny employee from participation in special assignments for up to sixty (60) days or balance of the calendar year.

2. Deny specialty schools for up to sixty (60) days. Does not include IN-SERVICE or any other department mandated training.

3. Deny overtime outside of that associated with the employee's normal shift duties/court/department mandated overtime for up to sixty (60) days. This precludes the employee from volunteering to work available overtime staffing days on any shift.

4. Deny part-time work requests or rescind prior approval to work part-time for up to sixty (60) days.

5. Make a supervisory referral of the involved employee to the Employee Assistance Program.

Where Administrative Corrective Measures have been taken near the end of the calendar year, those measures carry over into the following year. However, the employee's

baseline of one (1) day per month for the new calendar year starts as of 12:01 a.m. on January 1st.

ADMINISTRATIVE CORRECTIVE MEASURES

EXAMPLES OF APPLICATION FOR SUPERVISORS

The agreed upon baseline of reasonable unexcused sick days per individual employee is one (1) day per month in a given calendar year with that employees' past three (3) years reviewed to determine if administrative corrective measures are warranted.

The review of the employee's past three (3) years of unexcused sick days is to give those employees who have had no sick days or had a reasonable amount of sick days during the past years consideration for their past record. It will also aid the supervisor(s) in identifying those employees who have a pattern of questionable unexcused sick time over a three (3) year period and corrective measures may correct this problem with individual employees.

In your review of an individual subordinate's unexcused sick days quarterly and the format established in the Matter of Mutual Understanding between the Association and this Administration, the following is how this system with work. Remember, the two (2) extra days exceeding the baseline can be applied one (1) time only. However, it does affect the progression of the application later.

EXAMPLES:

1. January through March, the employee has three (3) unexcused sick days – no administrative action is warranted.

2. January through March, the employee has five (5) unexcused sick days exceeding the baseline by two (2) days. The supervisor counsels the employee on his/her sick days, advising that any further days exceeding the baseline may result in administrative corrective measures.

3. January through March, the employee has six (6) unexcused sick days, the employee shall be counseled and administrative measures may also be taken if the supervisor determines they are warranted based upon a review of that employee's past three years of unexcused sick days.

Supervisors must consider the fact that it is possible for any employee to incur a short-term illness. Some employees can have an excellent sick leave record for years, then one year, they have several one-two day sick days within weeks or months. It is those few that have established patterns over the years to use a sick day for the slightest thing and are above their peers in sick days.

The Administration does not see that this process will be used a great deal, but it is there as a means for warning/correction of the individual employee by supervisors where problems arise.