Agreement between the

CITY OF FITCHBURG

and the

FITCHBURG POLICE OFFICERS ASSOCIATION

WISCONSIN PROFESSIONAL POLICE ASSOCIATION

LAW ENFORCEMENT EMPLOYEE RELATIONS DIVISION

2019-2021

R-239-18

TABLE OF CONTENTS

ARTICLE		PAGE
I	RECOGNITION	1
II	REPRESENTATION	1
III	COOPERATION	1
IV	INTENT, PURPOSE AND NON-DISCRIMINATION	2
V	MANAGEMENT RIGHTS	2
VI	NO STRIKE OR SLOWDOWN	3
VII	DUES DEDUCTION	4
VIII	RULES AND REGULATIONS	5
IX	GENERAL PROVISIONS	5
X	PROBATIONARY PERIOD	5
XI	SENIORITY	6
XII	HOLIDAYS	6
XIII	VACATIONS	7
XIV	SICK LEAVE	8
XV	LEAVE OF ABSENCE	9
XVI	DISCIPLINE, SUSPENSION, DISCHARGE	10
XVII	GRIEVANCES AND ARBITRATION	11
XVIII	HOURS OF EMPLOYMENT	13
XIX	OVERTIME	15
XX	RETIREMENT, WORKERS COMPENSATION AND LIFE INSURANCE	16
XXI	EDUCATIONAL INCENTIVE	18
XXII	CLOTHING ALLOWANCE	18
XXIII	COMPENSATION RATES	19
XXIV	CANINE HANDLERS	20
XXV	SAVINGS CLAUSE	21
XXVI	LATERAL TRANSFER	22
XXVII	TERM OF AGREEMENT	23
	SIGNATURE PAGE	23

ARTICLE I - RECOGNITION

The CITY OF FITCHBURG (hereinafter referred to as Employer) recognizes WISCONSIN PROFESSIONAL POLICE ASSOCIATION/LAW ENFORCEMENT EMPLOYEE RELATIONS DIVISION (hereinafter referred to as Association) as the exclusive bargaining representative for all sworn full-time police officers below the rank of sergeant, excluding appointed and elected officials, the Chief, and part-time, special, temporary, seasonal, supervisory, managerial, clerical and confidential employees.

ARTICLE II - REPRESENTATION

Either party may select for itself a negotiator or negotiators for the purpose of carrying on conferences and negotiations under the provisions of the Wisconsin laws. The parties shall advise each other of the name or names of their negotiators upon the commencement of the negotiations. This is not intended to prohibit the adding of additional negotiators at any point during the course of negotiations. The City agrees that time spent in the conduct of grievances shall not be deducted from the pay of selected grievance representatives of WPPA/LEER. The grievance representatives for WPPA/LEER shall be as determined by WPPA/LEER except that no more than three employees shall be on duty and in pay status by the Employer. The City and WPPA/LEER agree that this limitation shall not apply during grievance meetings in progress at the time of shift change.

ARTICLE III - COOPERATION

Section 3.01 Performance of Duties. Employees in the bargaining unit will individually and collectively perform their work and fulfill their duties in a loyal, safe, prompt and efficient manner and they will use their influence and best efforts at all times to protect the property of the Employer and to protect and promote the Employer's best interest.

Section 3.02 Association Activities. No Association activities shall be conducted in work areas during an employee's working hours except for processing grievances in accordance with the grievance procedure.

ARTICLE IV - INTENT, PURPOSE AND NON-DISCRIMINATION

It is intended that this Agreement shall be an implementation of the provisions of the Wisconsin Municipal Employment Relations Act.

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

Parties to this Agreement agree that their respective policies will not violate the rights of nor discriminate against any employees covered by this Agreement by reason of sex, creed, race, age, national origin, Association or non-Association affiliation, or in the application or interpretation of the provisions of this Agreement.

ARTICLE V - MANAGEMENT RIGHTS

Section 5.01 Management Rights. The Association recognizes the prerogatives of the Employer to operate and manage its affairs in all respects in accordance with its responsibility and in the manner provided by law, and the powers or authority which the Employer has not specifically and expressly abridged, delegated or modified by other provisions of this Agreement, are retained exclusively by the Employer. Such powers and authority, in general, include, but are not limited to the following:

a) To determine its general business practices and policies and to utilize personnel, methods, and means in the most appropriate and efficient manner as possible.

b) To manage and direct the employees of the Employer, to make assignments of jobs, to determine the size and composition of the work force, to determine the work to be performed by the work force and each employee, and to determine the competence and the qualifications of the employees.

c) To determine the methods and means by which the operations of the Employer are to be conducted.

d) To utilize part-time employees in the manner most advantageous to the Employer.

e) To hire and promote employees, to transfer employees within the department, and to make promotions to supervisory positions in the manner most advantageous to the Employer.

f) To lay off employees.

g) To discipline, suspend, demote, and discharge employees for just cause.

h) To establish or alter the number of shifts, hours of work, work schedules, methods and processes.

i) To schedule overtime work when required in the manner most advantageous to the Employer.

j) To create new positions or departments, to introduce new or improved operations or work practices, to terminate or modify existing positions, departments, operations or work practices, to consolidate existing positions, departments or operations, and to contract with others to provide service.

k) To make and alter rules and regulations for the conduct of its business and of its employees.

Section 5.02 Limitations. The Employer's exercise of the foregoing functions shall be limited only by the express provisions of this contract and the Employer has all the rights which it had at common law, except those expressly bargained away in this Agreement, and except as limited by statute.

Section 5.03 City Ordinances and Resolutions. It is agreed by the parties that all benefits authorized by this Agreement or resolutions or ordinances of the City of Fitchburg which are not specifically referred to or modified by this Agreement shall be maintained.

ARTICLE VI - NO STRIKE OR SLOWDOWN

Section 6.01 No Strikes. The Association agrees, individually or collectively, not to strike, slow down, engage in a mass sick call, or in any other manner impede the full working efficiency of the Employer's Police Department, including refusals to perform customarily assigned duties, including overtime.

Section 6.02 Association Responsibility. The Association shall neither cause nor counsel any or all of its members to engage in the acts prohibited by Section 6.01 above. Upon written notification by the Employer to the Association that its members are engaged in acts prohibited by Section 6.01 above, the Association shall immediately, in writing, order such members to return to work immediately.

Section 6.03 Discipline and Discharge. Participation by employees in the actions prohibited by Section 6.01 above shall be the basis for discipline, including discharge.

ARTICLE VII - DUES DEDUCTION

Section 7.01 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 supplied by the WPPA/LEER 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 WPPA/LEER's responsibility to obtain dues authorization forms from new employees and provide them to Employer no less than 30 days prior to the date in which dues deductions are to commence.

The Employer shall notify the WPPA/LEER of all new hires of the bargaining unit within 30 days of their start date.

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 who such sums have been deducted, to the WPPA/LEER or Local Association if applicable, in one lump sum not later than the last day of each month.

Authorization of dues deduction by a voluntary member may be revoked upon notice in writing to the Employer, WPPA/LEER or to the Local Association.

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 either the WPPA/LEER or Local Association Constitution and By-Laws. 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 Employer which may arise out of Employer's compliance with this Article.

ARTICLE VIII - RULES AND REGULATIONS

Section 8.01 Existing Rules and Regulations. The members of the bargaining unit will abide by the rules, regulations, policies and procedures as are established and approved and in existence at the time that this Agreement is executed and any established and approved thereafter.

Section 8.02 Prior Notice of Changes. The Employer agrees to give the Association prior notice of any proposed rule, regulation, policy or procedure change. The Association shall have the right to discuss such change with the Employer prior to the implementation of any such change.

ARTICLE IX - GENERAL PROVISIONS

Section 9.01 Agreement Furnished. The Union shall furnish all employees in the bargaining unit with a copy of this Agreement.

Section 9.02 Change of Address. Employees will notify the Employer immediately in writing of any changes in address. The Employer will be entitled to rely on the last address furnished to it by the employee.

Section 9.03 Residency Requirement. All officers (current and future) who have completed their initial probationary period shall be required, as a condition of employment, to reside within a thirty (30) mile radius of the outside perimeter of the city limits of the City of Fitchburg. Failure to comply shall constitute just cause for termination of the officer.

ARTICLE X - PROBATIONARY PERIOD

Newly hired police officers shall serve a probationary period that concludes twelve (12) months after the completion of the department's field training program. If such an employee has had prior experience as a police officer in the City of Fitchburg, the probationary period may be waived at the option of the Employer. After the initial probationary period is completed, an employee shall receive permanent status unless good cause exists for extending the probationary period for an additional period of not more than three (3) months. Probationary periods will be extended at the same length of any leaves of absences. Employees serving a probationary period shall have all the rights contained in this Agreement except as specified elsewhere. Upon

completion of a successful probationary period, each employee shall accrue seniority retroactive to such employee's date of hire.

ARTICLE XI - SENIORITY

Section 11.01 Definition. Seniority is established by the total years of continuous service as a sworn officer in the City of Fitchburg, calculation to begin with the first date for which compensation was paid to the officer. An approved leave of absence shall not constitute a break in seniority. Seniority shall not accrue during a leave of absence. A new employee shall not attain any seniority rights until she or he has completed the probationary period.

Section 11.02 Termination of Seniority. Seniority shall be considered terminated in the event of:

1) Discharge.

2) Voluntary quit.

3) Failure to return upon the expiration of a leave of absence.

4) Failure within seven (7) days after sending a notice to respond to recall from layoff after written notice, by certified mail, is sent to the employee at the last address appearing on the Employer's record.

5) Resignation. (Any employee absent for six [6] consecutive scheduled workdays without notifying the Employer of the reason for absence shall be considered as having resigned.)

Section 11.03 Layoff and Recall. All special, seasonal, temporary and part-time employees doing bargaining unit work shall be laid off before any full-time employees. In laying off employees because of reduction in forces, employees with the least seniority shall be laid off first. In re-employing, those employees with the greatest length of service shall be called back first.

ARTICLE XII - HOLIDAYS

Section 12.01 Paid Holidays. The Employer shall pay eight (8) hours pay for the following holidays:

New Year's Day	Independence Day
Martin Luther King Jr. Day	Labor Day
Easter Day	Thanksgiving Day
Memorial Day	Christmas Day

In addition, three (3) floating holidays will be included for each contract year. The floating holidays shall be selected by the employee, subject to approval of the Chief of Police. Any overtime or extra shifts caused by the floating holiday shall not be subject to Section 19.03 of this Agreement and need not be offered to full-time bargaining unit officers.

The Employer shall pay four (4) hours pay for the following one-half (1/2) day holidays:

New Year's Eve Christmas Eve

Friday before Easter

Section 12.02 Eligibility. Employees shall be eligible for holiday pay upon their hiring.

Section 12.03 Holiday Work. Employees whose shift begins on a paid holiday will receive one and one-half (1-1/2) times their regular earnings for all hours worked on such shift. In each calendar year, employees are provided a bank of holiday hours equivalent to the hours of each holiday as specified in Section 12.01. Use of these hours is subject to the approval of the Chief of Police.

Section 12.04 Holiday During Vacation. If any holiday falls within an employee's vacation period, he or she shall be entitled to said holiday in addition to the regular vacation.

ARTICLE XIII – VACATIONS

Section 13.01 Allowance and Pay. Vacations shall be determined by each employee's anniversary date of employment. Upon the completion of the first year of employment, all full-time employees shall be granted a vacation with pay at the rate of twelve (12) days (96 hours) for a full year's service. No vacation shall be taken prior to completion of the probationary period without approval of the Chief of Police. After completion of five (5) years' regular, full-time continuous employment, vacation shall be earned at the rate of eighteen (18) days, (144 hours) per year, after twelve (12) years of regular, full-time, continuous employment, vacation shall be earned at the rate of twenty-four (24) days, (192 hours) per year, and after twenty (20) years of

regular, full-time, continuous employment, vacation shall be earned at the rate of twenty-seven (27) days, (216 hours) per year.

Section 13.02 Calculation of Partial Vacation. Vacation time shall be determined by each employee's anniversary year basis. When employment terminates during the course of an anniversary year and the employee, with approval of the Chief of Police, has already taken vacation not yet earned, the balance of unearned vacation which has been taken will be deducted from the final paycheck. In the event an employee terminates employment during the course of the year, the amount of vacation time due that employee shall be prorated according to the number of months of work that the employee has performed.

Section 13.03 Carryover Provision. It is intended that vacation time be used during the anniversary year in which it has been earned. Up to six (6) days vacation may be carried over into the next anniversary year; provided, however, that it is used within the first six (6) months of that year, and that prior approval is obtained from the Chief of Police.

Section 13.04 Continuous Service. In computing continuous service for vacation purposes, only continuous permanent service, including sick leave and vacation, may be counted. No vacation shall be earned during leaves of absence.

Section 13.05 Holidays. Legal holidays falling within the vacation period shall not be included in calculating the number of vacation days taken during that period.

Section 13.06 Scheduling. The vacation schedule shall be approved by the Chief of Police taking into account the requests of the officers. Four (4) officers will be allowed off at the same time, no more than three (3) at a time on the same shift, subject to the terms and conditions set forth herein. The Chief of Police shall allow additional officers off on vacation at the same time unless, in his sole discretion, he determines it would result in inadequate staffing or overtime. Approval must be obtained at least two (2) weeks prior to taking any vacation of one (1) week or more. Vacation shall be selected by seniority with the most senior officer choosing first, up to twelve (12) days. After all officers have made their first choice, the next most senior officer shall choose first any remaining dates until all officers have chosen all their vacation dates.

ARTICLE XIV - SICK LEAVE

Section 14.01 Definition. All regular, full-time employees shall be eligible for sick leave benefits for absence necessitated by illness, bodily injury (when not a worker's compensation case), exposure to contagious disease (when certified by a physician), and serious illness or death in the immediate family of the employee, or keeping of any regularly scheduled doctor or dentist appointment.

Section 14.02 Accrual. Sick leave shall be earned at the rate of four (4) hours per bi-weekly pay period of service. Sick leave credits may be accumulated to a total not to exceed one thousand three hundred sixty (1,360) hours. In the event of an approved leave of absence under Section 14.01 for which any employee has insufficient sick leave, the time off shall be charged to vacation or leave without pay, at the employee's option. If the time is taken without pay, the employee shall be reimbursed quarterly within the same calendar year for such time lost as a consequence of the insufficient accumulation of sick leave; such reimbursement is to be based on the amount of unused sick leave accumulated during the quarter.

Section 14.03 Qualifying. In order to qualify for sick leave, an employee shall:

a) Notify the Police Department in advance of the absence.

b) Keep the Police Department informed of conditions and estimated day of return to work.

c) Submit a physician's certificate for such absence upon the request of the Chief of Police.

d) Apply for sick leave benefits in compliance with the rules of the Employer.

Section 14.04 Payout of Accrued Sick Leave. Upon termination of employment for reasons other than retirement, death, or permanent disability, the right to accumulated paid sick leave shall automatically terminate. Employees who die, retire or become disabled shall have the option of receiving payment of the amount equivalent to the value of unused sick leave which the employee has accrued, or have said funds applied to the payment of health insurance premiums, or a combination of both at the employee's discretion. In no event, however, shall the employee be entitled to receive a payout or to have paid towards insurance premiums any accrued sick leave in excess of one thousand one hundred twenty (1,120) hours.

ARTICLE XV - LEAVE OF ABSENCE

Section 15.01 Bereavement Leave. In the event of the death of an employee's spouse, domestic partner, mother, father, brother, sister, son, daughter, grandchild, or stepchild, three (3) days leave without loss of pay shall be granted.

In the event of the death of an employee's grandparents or great-grandparents, two (2) days leave without loss of pay shall be granted.

In the event of the death of an employee's mother-in-law, father-in-law, sister-in-law, brother-in-law, or grandparent-in-law, one (1) day leave without loss of pay shall be granted.

In connection with any of the above events, additional time off may be granted by the Chief of Police. Such time shall be charged against the employee's accrued sick leave.

Section 15.02 Military Service.

a) Any officer required to participate in training to retain status in the reserve forces of the Army, Navy, Marine Corps, Coast Guard or National Guard may be granted a leave of absence, with full pay, for not more than two (2) weeks per year to so participate, upon the condition that such officer shall assign to the Employer all salary or cash allowances received for such services by such armed forces. If military pay exceeds the salary paid by the Employer, the excess shall be paid to the employee.

b) Any officer inducted or enlisting in the armed forces at any time when conscription is in force shall be granted a leave of absence during the term of his or her service, as prescribed in the applicable state and federal laws.

Section 15.03 Jury Duty.

a) Employees who are called for jury service in any court of the State of Wisconsin or of the United States shall be granted a leave of absence to serve as a juror.

b) Employees who are required to serve on jury duty shall receive full pay from the Employer during such service. Such employees shall, however, remit to the Employer an amount equal to the compensation received for jury duty upon receipt of same, excluding mileage.

Section 15.04 Leave of Absence Without Pay. The Chief of Police may grant a leave of absence without pay, limited to thirty (30) days. Requests for same shall be submitted in writing.

ARTICLE XVI - DISCIPLINE, SUSPENSION, DISCHARGE

Section 16.01 Right to Discipline. The Employer shall, subject to the provisions of this section, be allowed full freedom with respect to disciplinary action. It is the intent and spirit of this Agreement to provide a fair and just approach to employment, but in no sense to handicap or curtail responsible administrative officers in securing efficient service. Accordingly, employees shall be subject to suspension without pay, to discharge, or to discipline for misconduct, incompetency, failure to perform duties, or failure to obey Employer laws, rules and regulations.

Section 16.02 Probationary Employees. Probationary employees may be disciplined or discharged at any time during the period of their probation, at the discretion of the Employer, without the necessity of showing cause.

Section 16.03 Regular Employees. Regular full-time employees shall not be disciplined, suspended or discharged without just cause.

Section 16.04 Right to Representation and Notice.

a) Right to Representation. If an employee is under investigation or is subject to interrogation or interview for any reason which the Employer reasonably believes could lead to that employee's discipline, the interrogation or interview shall occur as follows:

1) The employee under investigation or to be interviewed shall be informed of the nature of the investigation prior to any interview or interrogation.

2) At the request of the employee involved, the employee may be represented by a representative of her or his choosing, who may be present at all times during the interrogation or during any interview of that employee.

b) Notice. In the event the Employer deems it necessary to take disciplinary action in connection with any employee, within twenty-four (24) hours after the taking of any such action the Employer shall provide the employee with a written statement of the reasons for such action, with a copy to the Association.

Section 16.05 Grievability. Any disciplinary action is subject to the provisions of the grievance procedure.

ARTICLE XVII - GRIEVANCES AND ARBITRATION

Section 17.01 Definition of Grievance. Only matters involving interpretation, application or enforcement of the terms of this Agreement shall constitute a grievance under the provisions set forth herein.

Section 17.02 Time Limits. Time limits set forth in the grievance procedure shall be exclusive of Saturdays, Sunday and holidays. The time limits for processing grievances from one step in the procedure to another may be extended upon mutual agreement. Failure to abide by such time limits, or any extension thereof, shall cause the grievance to be barred. Grievances not responded to by the City within the prescribed time limitations, or any extension thereof, shall be considered denied.

Section 17.03 Investigation of Grievances. The investigation of grievances shall be done during off hours or, if necessary, during regular work hours if the person making such investigation is not being compensated by the Employer during the time such investigation is being made; provided, however, that up to thirty (30) minutes of regular work time per shift may be compensated for such investigation with the approval of the supervisor. A representative of the Association desiring to visit the premises or to confer in the Employer's offices with an employee in the bargaining unit may do so after notifying the Chief of Police or the person acting in his stead during his absence.

Section 17.04 Grievance Procedure.

Step 1 - The employee and/or the Association representative shall take up the grievance orally with the employee's immediate supervisor within five (5) days of knowledge of the occurrence of the event causing the grievance, which shall not be more than fourteen (14) days after the event. The supervisor shall attempt to make a mutually satisfactory adjustment and, in any event, shall be required to give an answer within five (5) days.

Step 2 - Grievances shall be considered settled in Step 1 unless, within five (5) days after the supervisor's answer is due, the grievance is reduced to writing and presented to the Chief of Police. The Chief of Police shall respond to the grievance in writing within five (5) days.

Step 3 - The grievance shall be considered settled in Step 2 above unless, within ten (10) days after the last response is received or due, the dissatisfied party shall request in writing to the other that the dispute be submitted to an impartial arbitrator.

Section 17.05 Arbitration Procedure.

a) The impartial arbitrator shall, if possible, be mutually agreed upon by the parties. If agreement on the arbitrator is not reached within ten (10) days after the date of the notice requesting arbitration or if the parties do not agree upon the method of selection, then the Wisconsin Employment Relations Commission shall be requested to submit a panel of five (5) arbitrators. The parties shall alternately strike names until one (1) remains. The party requesting arbitration shall be the first to strike a name.

b) The arbitrator shall neither add to, nor detract from, nor modify the language of this Agreement in arriving at a determination of any issue presented that is proper for arbitration within the limitations expressed herein. The arbitrator shall have no authority to change wage rates or salaries. The arbitrator shall be expressly confined to the precise issues submitted for arbitration and shall have no authority to determine any other issue not so submitted. All expenses which may be involved in the arbitration proceedings shall be borne equally by the parties. However, expenses relating to the calling of witnesses or the obtaining of depositions or any other similar expenses associated with such proceeding, shall be borne by the party at whose request such witness or depositions are required.

c) The arbitrator shall have initial authority to determine whether or not the dispute is arbitrable under the express terms of this Agreement. Once it is determined that the dispute is arbitrable, the arbitrator shall proceed in accordance with this Article to determine the merits of the dispute submitted to arbitration. The written decision of the arbitrator shall be final and binding on the parties.

d) The arbitrator so selected shall hold a hearing at the City of Fitchburg, at a time and place convenient to the parties, at the earliest possible date following notification of a selection. The arbitrator shall take such evidence as in her or his judgment is appropriate for the disposition of the dispute. At any time before commencement of the hearing, either party may demand that the proceedings be recorded by a court reporter, in which case the party so requesting shall make the arrangements to

secure the attendance of a court reporter to record all the testimony and all of the proceedings. The expense of the transcript for the arbitrator shall be borne equally by those obtaining copies of the transcript.

e) The arbitrator shall render a decision within thirty (30) days of the close of the hearing or within thirty (30) days of receipt of the last briefs filed in connection with said hearing.

ARTICLE XVIII - HOURS OF EMPLOYMENT

Section 18.01 Normal Schedule. The normal work schedule shall be six (6) workdays of eight (8) hours and three (3) days off (6-3).

Section 18.02 Shifts. As far as practical, the employee shall work a straight eight (8) hours on an established shift. Shifts shall be maintained on the following schedule: 7:00 am - 3:00 pm; 3:00 pm - 11:00 pm; 11:00 pm - 7:00 am; swing shift. With reasonable notice to the affected employees, the Chief of Police may deviate from the established shift to meet specific needs. The Chief of Police, in his sole discretion, may assign one hundred percent (100%) of the total number of employees of the Police Department to work overlapping shifts in case of criminal investigation, riots, civil disturbances, strikes, or emergencies, and the decision of the Chief of Police to do so shall be final and not subject to the grievance procedure.

Section 18.03 Work Schedules. Except in the event of a sick leave request or temporary emergency leave, work schedules must be posted one (1) month prior to the effective date thereof. Changes in the posted schedule may only be made upon seventy-two (72) hours notice to the officer involved.

Section 18.04 Shift Changes. The Chief of Police shall post a notice on October 20 and accept requests for shift changes within the last ten (10) days of October. Shift changes shall be announced November 1 and shall be effective the following January 1.

Section 18.05 Shift Assignments. In making shift assignments, employee preferences shall be considered in accordance with seniority, unless it is in the best interest of both Employer and employee to make mutually agreed changes at other times.

Section 18.06 Shift Differential. Employees shall receive a shift differential of Forty Cents ($.40) per hour for all hours worked on a shift between 3:00 p.m. and 7:00 a.m.

Section 18.07 Shift Adjustments. The schedule may be adjusted for the convenience of mutually agreeing employees. In such an event, no overtime shall be paid.

Section 18.08 Rotating Detective Schedule. The City of Fitchburg bargaining unit detectives will be assigned to a 5-2, 5-2, 4-3 shift rotation. Under this shift rotation program, the detectives will be assigned alternating 5-2, 5-2, 4-3 shifts. In order to assure adequate availability of detectives on weekends, the detectives will be required to be available on an "on-call" basis for all weekend hours. This "on-call" requirement will be rotated among the detectives on an equitable basis. The detectives will carry a cell phone or other appropriate communication device provided to them by the Department and will be available for and fit for duty at all times while they are "on call". A detective who cannot be immediately contacted while on "on-call" status or who does not report to the work site within a reasonable period of time after receiving notice shall not receive "on-call" pay and shall be subject to discipline.

"On-call" status shall generally be from 11:00 p.m. on Friday to 8:00 a.m. on the following Monday. Detectives placed on "on-call" status shall receive 4 (four) hours of compensatory time to be taken as time off only.

In the event an "on-call" detective is required to come in to work on any "on-call" status hours, the detective shall be paid one and one-half (1-1/2) times his or her straight time rate for all hours worked as provided by Article XIX – Overtime of the contract. "On-call" status shall not be counted as hours worked. Detectives called in for overtime work shall be compensated for such actual time worked at the applicable overtime rate of pay.

18.09 The City of Fitchburg officers may be assigned to a rotating follow-up assignment in the Detective Bureau. The selection for the assignment and length of the assignment is at the discretion of the Police Chief. Those receiving this assignment will be compensated at the pay rate of a Detective for the length of the assignment.

ARTICLE XIX - OVERTIME

Section 19.01 Definition and Rate. Employees shall be paid one and one-half (1-1/2) times their straight time rate for all hours worked in excess of eight (8) hours per day and in excess of the 6-3 work schedule for patrol officers or the 5-2, 5-2, 4-3 schedule for detectives. Employees shall be paid two (2) times their normal rate for hours worked after thirteen (13) in

succession. For purposes of computing overtime, the hourly straight time rate of pay is to be determined by dividing the annual salary by 1950 hours.

Section 19.02 Compensatory Time Off. In lieu of receiving overtime pay, an employee may request compensatory time off up to a maximum of sixty (60) overtime hours worked. Compensatory time off shall be taken at a time mutually agreed to between the employee and the Employer. Any compensatory time not used by December 31 of any year will be computed at the hourly rate in effect at December 31 and paid out to the employee on the last pay day of each year.

Section 19.03 Assignment of Overtime. When a need arises to schedule officers to work overtime or extra shifts, such overtime or extra shifts shall be offered to bargaining unit officers.

Section 19.04 Pyramiding. Overtime shall not be pyramided.

Section 19.05 Court Time. When not on duty, employees shall be compensated at the overtime rate for time spent in court appearances at a minimum of two (2) hours. In the event a court appearance is cancelled, and the officer does not become aware of the cancellation at least twelve (12) hours before the scheduled court time, the officer shall receive two (2) hours of pay at the overtime rate. This two hours' pay shall only apply if the officer confirms the court appearance with the Fitchburg Municipal Court Clerk or the Dane County District Attorney's call-in line, whichever is applicable, twelve (12) hours before the scheduled court time. In the event a court appearance is cancelled less than twelve (12) hours before the scheduled court time, or if the officer timely calls to confirm a court appearance and is informed it is still on, and the officer shows up for said appearance and it has been cancelled, the affected employee shall receive three (3) hours overtime pay. Court time occurring on an employee's vacation shall be compensated at two (2) times for all hours described above.

Section 19.06 Call-In/Call-Back. Employees called in or called back for a Department-approved meeting of employees exclusive of their regular hours shall be compensated at one and one-half (1-1/2) times at a minimum of two (2) hours.

ARTICLE XX - RETIREMENT, WORKERS COMPENSATION AND LIFE INSURANCE

Section 20.01 Retirement. All employees shall pay the entire employee-required contribution to the Wisconsin Retirement Fund (protective service with social security

classification). The Employer shall pay the Employer-required contribution to the Wisconsin Retirement Fund.

Section 20.02 Workers Compensation. In the event any employee covered by the terms of this Agreement is entitled to receive compensation for temporary total disability in accordance with the provisions of Chapter 102, Wisconsin Statutes, said employee shall continue to be paid by the Employer at the rate as if he or she had not been injured. Said pay shall include his/her workers compensation benefits and shall continue for a period not to exceed one hundred eighty (180) working days or thirty-six (36) working weeks. During such period the employee shall receive net pay under the provisions of this paragraph and said employee shall continue to accrue sick leave and vacation in accordance with the provisions of this Agreement; provided, however, that no employee, by reason of this paragraph, shall receive pay for more than fifty-two (52) weeks in any calendar year. Payment provided herein shall include the first three (3) days said employee is absent from work.

Section 20.03 Life Insurance. The Employer shall provide one unit of group term life insurance coverage as a participating local government employer in the Wisconsin Public Employers' Group Life Insurance Program and pay one hundred percent (100%) of the premiums due. One unit is equal to one hundred percent (100%) of the employee's previous Wisconsin Retirement System calendar year earnings rounded to the next higher thousand dollars. The employee may select any beneficiary(s) of his or her own choice.

Section 20.04 Health Insurance Coverage and Carrier. Employer will pay a dollar amount equivalent to eighty-eight percent (88%) of the monthly premium of the lowest cost option based on an average of the rates of the health care providers offered in the Wisconsin Public Employer's Group Health Insurance Program's Dane County service area. Employees will be responsible for any remainder of the premium cost.

Section 20.05 Change of Insurance Carrier or Plan. The Employer reserves the right to change the carrier of insurance and the insurance plan at any time upon notification to the Union and without further bargaining. Nothing contained herein shall prevent the Employer from offering additional health insurance plans as an option to employees. The Union shall be notified of the Employer's intent to offer additional plans before notification is provided to employees.

Section 20.06 Dental Insurance. The Employer shall maintain its separate dental insurance plan or an equivalent dental insurance plan. The City agrees to pay ninety percent

(90%) of the premium for such insurance, and the balance shall be paid by the employee by payroll deduction.

Section 20.07 Disability Insurance. The Employer shall obtain a group disability income insurance policy for the benefit of all full-time regular employees, insuring against accidental injuries and illnesses which are not covered by Worker's Compensation. Coverage and benefits of said policy shall remain substantially the same as they were in January of 1988, except that such policy shall be integrated with Social Security and with the sick leave program of the Employer. The premium for such insurance paid by the Employer shall be based on the ninety (90) day waiting period and the balance shall be paid by the employee.

ARTICLE XXI - EDUCATIONAL INCENTIVE

The Employer shall provide reimbursement for tuition and books for approved educational classes related to criminal justice up to a bachelor's degree at an institution of higher learning accredited within the State of Wisconsin. Any books, materials or supplies, the cost of which is borne by the Employer, shall become the property of the Employer. On or before July 1 of each year, any employee intending to take courses during the succeeding calendar year shall, for budgeting purposes, advise the Chief of Police of the name of any educational institution the employee intends to attend in the next calendar year, along with the number of credits the employee intends to take. Failure of the employee to provide this information to the Chief of Police on or before July 1 shall result in no reimbursement for the succeeding calendar year. Grounds must be provided by the City for refusal to approve payment of any educational class(es).

The Employer shall provide the funds for tuition and books at the commencement of such course, and the employee shall be required to provide the Employer with a transcript showing successful completion of the course at or above the C level. In the event the employee does not complete the course successfully, he or she shall be required to reimburse the Employer for tuition and books.

In consideration of the Employer's agreement to pay for the tuition and books for approved educational classes, the employee shall enter into a written agreement with the Employer. The agreement will provide that in the event the employee leaves the employment of the City (other than due to a work related disability or due to retirement within the parameters

established by the Wisconsin Retirement System), any tuition or books paid for by the City during the five-year period immediately preceding the date of resignation shall be reimbursed in full within thirty (30) days.

ARTICLE XXII - CLOTHING ALLOWANCE

Section 22.01 Allowance.

a) The Employer agrees to pay up to Six Hundred Dollars ($600.00) as an initial clothing allotment to a new employee. After completion of the first year of employment, each employee will be credited with Six Hundred Dollars ($600.00) per year for the uniform allowance, to include purchase and repairs on an "as needed" basis. All purchases, including repairs, shall be done only through the Department by use of an Employer purchase order. Any unused clothing allowance balance shall roll over from year to year for that particular employee to use.

b) Any equipment furnished by the Employer within six (6) months of termination of employment shall be returned to the Employer on termination. Terminating probationary employees will be required to return all credit allowance clothing and equipment furnished by the Employer.

Section 22.02 New Uniforms. In the event there is a general change in the uniform or any part thereof, the City of Fitchburg shall pay the reasonable cost of all such changes.

Section 22.03 Ballistic Vests.

a) At the employee's request, ballistic vests shall be replaced at manufacturer's specifications in accordance with the manufacturer's warranty by the Employer. Employees whose ballistic vests have been purchased or replaced by the Employer, shall wear such vests at all times except as determined by the employee's shift supervisor.

b) New employees shall have ballistic vests purchased or replaced at manufacturer's specifications in accordance with the manufacturer's warranty by the Employer. Such employees whose ballistic vests have been purchased or replaced by the Employer, shall wear such vests at all times except as determined by the employee's shift supervisor.

Section 22.04 Handguns.

a) Eligibility and Restrictions. Employees with three (3) or more years of service as a police officer with the Employer may utilize their clothing allowance under this Article to purchase a handgun. All handgun purchases must first be approved by the Chief of Police or his

designee to insure conformity with all existing departmental policies. Upon receipt of the handgun, it must be presented to the Employer for inspection and registration. No more than one (1) handgun may be purchased by any one employee during any five (5) calendar year period of time.

b) Maintenance of Handgun. Any handgun purchased hereunder must be maintained in conformity with all existing departmental polices. Any repairs/modifications to the handgun must receive the prior approval of Fitchburg firearms instructors.

c) Reimbursement to Employer. Each handgun purchased under this Article shall be owned/possessed by the purchasing officer for a minimum of three (3) years. In the event the purchasing officer's employment with the City of Fitchburg Police Department ends within three (3) years of the purchase of the handgun(s) under this Article, the employee shall reimburse the Employer for the purchase price of the handgun. In the event the employee sells or otherwise transfers ownership or possession of the handgun to another person or entity within five (5) years of the purchase, the employee shall immediately notify the Employer and reimburse it for the purchase price of the handgun.

d) Compliance with Regulations. All employees purchasing a handgun under this Article shall comply with all applicable federal, state and local laws and regulations regarding off-duty use and carrying of the handguns.

ARTICLE XXIII - COMPENSATION RATES

Section 23.01 Salary Commencing January 1, 2019:

POLICE OFFICERS		
	Annual Salary	Hourly
Starting	$58,941.48	$30.2264
After 1 Year	$66,937.26	$34.3268
After 2 Years	$70,040.69	$35.9183
After 3 Years	$70,971.42	$36.3956
After 4 Years	$72,690.15	$37.2770
After 10 Years	$74,144.07	$38.0226
DETECTIVES		
	$77,109.83	$39.5435

Section 23.02 Salary Commencing January 1, 2020:

POLICE OFFICERS		
	Annual Salary	Hourly
Starting	$60,414.90	$30.9820
After 1 Year	$66,937.26	$34.3268
After 2 Years	$70,040.69	$35.9183
After 3 Years	$71,326.32	$36.5776
After 4 Years	$74,144.07	$38.0226
After 10 Years	$76,368.24	$39.1632
DETECTIVES		
	$79,423.11	$40.7298

Section 23.03 Salary Commencing January 1, 2021:

POLICE OFFICERS		
	Annual Salary	Hourly
Starting	$61,925.37	$31.7566
After 1 Year	$66,937.26	$34.3268
After 2 Years	$70,040.69	$35.9183
After 3 Years	$71,682.78	$36.7604
After 4 Years	$75,997.55	$38.9731
After 10 Years	$79,037.60	$40.5321
DETECTIVES		
	$82,198.94	$42.1533

Placement on schedules in Section 23.01, 23.02, and 23.03shall be in accordance with time of service with the City of Fitchburg Police Department and/or through Lateral Transfer as discussed in Section 26.

Section 23.04 Longevity Bonus. After thirty-six (36) months of continuous full-time employment, an employee shall be paid an annual bonus equal to the number of years of continuous full-time employment, multiplied by Thirty Dollars ($30.00). Commencing upon completion of the fifth year of continuous full-time employment, an employee shall be paid an annual bonus equal to the number of years of continuous full-time employment, multiplied by Forty-Five Dollars ($45.00).

Section 23.05 Field Training Officer. Field training officers shall be paid a One dollar ($1.00) per hour premium in addition to their base rate of pay for hours actually worked in performing field training officer's duties.

ARTICLE XXIV – CANINE HANDLERS

Section 24.01 Officers assigned as canine handlers ("Handlers") will be responsible for providing Care for their assigned canine. "Care" is defined as time spent at the Handler's home while off duty, feeding, grooming, yard and kennel cleaning, veterinary care and exercising the canine. Care does not include required police canine training, as training time will normally be provided during the Handler's regular duty hours. As compensation for providing Care on non-duty days, Handlers will receive a total of eight (8) hours of compensatory time off per month to be taken in the same month, subject to the approval of the Chief of Police or his/her designee. This compensatory time off, once scheduled, will not be cancelled unless agreed upon by the Handler and the Chief of Police or his/her designee. Handlers will be paid 30 minutes time as compensation for providing Care on duty days. Handlers shall be paid one and one-half (1 ½) times their straight time rate for hours worked in excess of 8 per day and at double time in excess of 13 per day. The 30 minutes of Care is not included for purposes of meeting the 8 and 13 hour thresholds for payment of time and one-half and double time.

Section 24.02 The City shall be responsible for expenses related to its canines' care and maintenance, as deemed necessary by the City; e.g. outdoor pen, kennel, training supplies, as well as all required licenses, immunizations and veterinary care. All immunizations and

veterinary needs shall be provided by the City's chosen veterinarian, with prior approval, absent exigent circumstances. Decisions regarding the veterinary treatment for the canine will be made by the City. The City shall be the sole owner of Fitchburg Police Department canines.

Section 24.03 The City shall determine the appropriate training related to the Handler and canine.

Section 24.04 Handlers will not receive compensation for commuting to work for regular duty hours. When Handlers receive a call out for canine duty, they will be compensated at time and one-half their contract rate of pay, including travel time to the call location. Upon completion of all duties related to the call out, compensation will end. The Handlers will not be compensated for travel time to their home after call out duties are completed. When called out for a mutual aid call, Handlers will also be compensated for travel time from the location of the mutual aid scene to the City Police Department. Article 19, Section 19.06 of the collective bargaining agreement applies to situations when Handlers are called out for duty prior to the beginning of their regular shift and the call out extends into the Handlers' scheduled on-duty hours.

Section 24.05 Officers selected to be Handlers must make a five-year commitment with the understanding that the actual length of the assignment may be influenced by the service life of the dog. No assignment will extend beyond the five years unless mutually agreed upon by the Handler and the City.

Section 24.06 The City reserves the right to determine the shift assignment of the Handlers. Handlers will work a 6-3 rotation and will be assigned to an established shift. The normal duty day will be 8 hours. The hours of work shall normally be 7:00 pm to 3:00 am. Hours of work may be adjusted due to vacancies, field training obligations, or for other department needs. Changes in the normal 7:00 pm to 3:00 am shift start time will be made upon mutual agreement between the Handler and the Chief of Police or his/her designee. The parties understand that the Handler may not be immediately placed on the prescribed shift due to vacancies and/or field training obligations.

Section 24.07 Handlers may voluntarily carry their Department issued cellular telephone during off-duty hours.

Section 24.08 If a Handler or his or her canine is unable to perform in their respective capacities because of circumstances that remove them from work (e.g. illness or injury), the City

reserves the right to terminate the assignment or reassign the canine to another Handler. The Care compensation will not apply if a Handler's canine is reassigned. The Care compensation will be paid to the Handler to whom the canine is reassigned. When a Handler is not entitled to Care compensation for an entire month, such compensation will be paid on a pro-rata basis based on the number of on-duty shifts worked that month.

Section 24.09 The Chief of Police, in his sole discretion, reserves the right to remove a Handler or the canine from the assignment due to unsatisfactory performance.

Section 24.10 When the canine's service life as a police canine has been exhausted, the Handler at that time shall be allowed to purchase the canine for one dollar ($1.00). The final determination of the canine's useful service life shall be made by the City. If, upon conclusion of a Handler's assignment, the canine has a useful service life remaining, it shall be the decision of the City to retire or reassign the canine. In the event the ownership of the canine is transferred to the Handler, the Care compensation as well as any additional City financial support for the care and maintenance of the canine will immediately cease.

Section 24.11 The cost of kenneling services necessary to accommodate a Handler's absence associated with paid time off of four (4) consecutive days or more will be borne by the City. Kenneling services necessitated by any time off less than four (4) consecutive days shall be at the expense of the Handler unless otherwise mutually agreed upon. The City reserves the right to select the vendor who will provide kenneling services to its canines. All kenneling services must receive prior approval from the Chief of Police or his/her designee. If kenneled with City consent and paid by the City, the Handler will not receive any portion of Care compensation described in Section 24.01 above attributable to that period of time.

Section 24.12 All other terms and conditions of the collective bargaining agreement shall apply. To the extent there are conflicts between the collective bargaining agreement and this Article, the terms of this Article shall govern.

Section 24.13 The continuation of this program shall be at the sole discretion of the Chief of Police. The Chief of Police may discontinue this program at any time, for any reason.

ARTICLE XXV - SAVINGS CLAUSE

If any Article or Section of this Agreement, or any addenda thereto, shall be held invalid by operation of law by a tribunal of competent jurisdiction, or if compliance with or enforcement

of any Article or Section shall be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of negotiating a substitute clause of such Article or Section.

ARTICLE XXVI – LATERAL TRANSFER

Section 26.01. Lateral Transfer Definition. The City of Fitchburg Police Department accepts lateral transfers from qualified law enforcement agencies. "Qualified law enforcement agencies" refers to municipal, county and state police agencies. Corrections, reserve officer, security officer, and federal officer experience does not fulfill the Department's requirement for certified police experience needed as a lateral applicant.

Section 26.02. Compensation. For lateral transfers hired by the City after May 1, 2018, the City may, in its discretion, place the lateral transfer on any step of the salary schedule up to and including the "After 3 Years" step, as set forth in the Fitchburg Police Officers Association contract. Factors considered by the City in determining a lateral applicant's initial wage, vacation, and sick leave benefits may include the length of full-time law enforcement service, level of certification, agency size, specialized training and assignments, and other job-related factors that would help the officer be successful in our agency. Lateral transfers will progress through the compensation steps contained within the collective bargaining agreement in effect on the lateral transfer's annual anniversary from their date of hire with the City of Fitchburg Police Department. As an example, a lateral transfer hired at the "After 2 Years" step would progress to the "After 3 Years" step one year after beginning employment with the City of Fitchburg Police Department.

Section 26.03. Vacation and Sick Accrual. The City may also, in its discretion, treat the lateral transfer as if he or she had completed five (5) years of regular full-time employment for purposes of vacation. Lateral transfers may also be credited with up to 40 hours of sick leave. Lateral transfers will progress through the vacation schedule contained within the collective bargaining agreement in effect on the lateral transfer's annual anniversary from their date of hire with the City of Fitchburg Police Department.

Section 26.04. Conditions. All lateral candidates must successfully complete all steps and conditions of the Department's hiring process and field training program. Successful lateral

candidate's seniority rights, including shift and vacation selection and longevity pay, are determined by their length of service with the City of Fitchburg Police Department.

ARTICLE XXVII - TERM OF AGREEMENT

Section 27.01 Effective Date. This Agreement shall become effective as of January 1, 2019 and remain in full force and effect up to, and including, December 31, 2021 , unless amended, changed or terminated pursuant to Section 26.02 below.

Section 27.02 Notice to Amend or Terminate. In the event either party desires to amend, change or terminate the Agreement, it shall give notice thereof at least sixty (60) days prior to the expiration date or any anniversary thereof. Upon giving said notice, the parties shall meet within ten (10) days in order to negotiate said amendments or changes.

Dated this 11th day of December, 2018.

FOR THE EMPLOYER
CITY OF FITCHBURG

Mayor

Patti Anderson
Clerk

FOR THE ASSOCIATION
FITCHBURG POLICE OFFICERS
ASSOCIATION

Business Representative

Association Representative

Memorandum of Understanding – 10.5 Hour Shifts

The Fitchburg Police Department may offer 4 on / 4 off 10.5 hour shift assignments, at the discretion of the Police Chief. In an effort for consistency between 6 on / 3 off and 4 on / 4 off rotations and annual hours of work of approximately 1,950, there will be a requirement of an additional thirty-two (32) hours of straight time worked outside of the employee's normal shift assignment for those employees on the 4 on / 4 off shift assignment.

The additional hours of straight time will be scheduled in a mutually agreed upon manner between the City and the employee and will consider staffing and overtime. Attendance at quarterly in-service training dates that fall on a regularly scheduled off-day on regular time instead of overtime is preferred. Employees on the 4 on / 4 off shift assignment may elect to use accrued vacation, holiday, or comp time in lieu of working the additional 32 hours of straight time. The use of benefit time and/or working the additional straight time hours shall be spread over the course of multiple months.

4 on / 4 off rotation employees will work a 10.5 hour shift. The hours will normally be 8 am to 6:30 pm and 6 pm to 4:30 am, but may be adjusted, modified, or changed at the discretion of the Police Chief based upon the needs of the department and with adequate notice to affected employees.

Employees assigned to the 4 on / 4 off rotation will be paid one and one-half times their straight time rate for hours worked in excess of 10.5 hours per day and double time for hours worked in excess of 13 hours per day. Employees will be required to use hours, (instead of days) for the purposes of using benefit time (i.e. sick, vacation, holiday, or comp time). For example, an employee must use 10.5 hours for a day of vacation.

The City of Fitchburg and the Fitchburg Professional Police Officers' Association agree to the contents of this MOU regarding a 4 on/4 off rotation of 10.5 hour shifts with the intent and understanding this memorandum will be in effect until incorporated into a collective bargaining agreement between the City and the Fitchburg Professional Police Officers' Association or mutually modified or terminated by both parties.

Jeff Wissink Fitchburg Professional Police Officers Association	Luanne Alme Wisconsin Professional Police Officers Association	Jason C. Gonzalez Mayor City of Fitchburg